

BID OPENING DATE AND TIME

On: May 29, 2013

AT: 10:30 A.M.

| | | | | | | | | | | | |
|--|---|--|--|----------------------------------|----------------|--|-------------|--|---|--|--|
| BID NO. S4HM8190 | PAGE 1 OF 75 | INVITATION AND BID ADVERTISED | BIDDER MUST COMPLETE BELOW | | | | | | | | |
| <p>This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.</p> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%;">DEPARTMENT WATER</td><td style="width: 50%;">DIVISION NEWPCP</td></tr><tr><td colspan="2" style="text-align: center;">AWARDED</td></tr><tr><td colspan="2">DATE</td></tr><tr><td colspan="2">FOR THE PROCUREMENT COMMISSIONER</td></tr></table> | | | DEPARTMENT WATER | DIVISION NEWPCP | AWARDED | | DATE | | FOR THE PROCUREMENT COMMISSIONER | | <p><small>BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.</small></p> |
| | | | DEPARTMENT WATER | DIVISION NEWPCP | | | | | | | |
| AWARDED | | | | | | | | | | | |
| DATE | | | | | | | | | | | |
| FOR THE PROCUREMENT COMMISSIONER | | | | | | | | | | | |
|  CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685 | | | NAME AND ADDRESS OF FIRM | | | | | | | | |
| | | | <p><small>Federal EIN/Social Security Number</small></p> BUYER: D. Isaac K. Owens | | | | | | | | |

TITLE OF BID: Managing, Maintaining and Operating Sludge Barges and Transporting Sludge

GENERAL INFORMATION

This Invitation to Bid and Contract is issued under the Antidiscrimination Policy described in the Mayor's Executive Order 03-12.

While there are no ranges for the participation of Minority (MBE), Woman (WBE) or Disabled (DSBE) Owned Business Enterprises (collectively, M/W/DSBEs) projected for this Bid, bidders are prohibited from discriminating in their selection of subcontractors and are encouraged to use their Best and Good Faith Efforts to solicit quotes from M/W/DSBEs on an equitable basis with other firms. See the Office of Economic Opportunity (OEO) Instructions and Form which is part of this Invitation to Bid and Contract.

BID QUESTIONS

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

BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

BID SIGNATURE

BIDDERS MUST SIGN
PAGE 9 OF THE
"TERMS AND CONDITIONS".

For City Use Only

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

**CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED
BUSINESS ENTERPRISES
INSTRUCTIONS AND FORM
(SEALED BID CONTRACTS)**

Under the authority of Executive Order No. 03-12, 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 03-12 is administered by the City’s 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 Policy is applicable to this Invitation and Bid (hereinafter, “Bid”).

For this Bid, the City has not established ranges for the participation of MBEs, WBEs and/or DSBEs (collectively, “M/W/DSBEs”), but bidder is encouraged to exercise Best and Good Faith Efforts to include M/W/DSBEs in this bid and in bidder’s supply chain. “Best and Good Faith Efforts” are those efforts, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful and commercially useful participation by M/W/DSBEs. An OEO Certification Registry of M/W/DSBEs 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, including the Pennsylvania Unified Certification Program, may apply to the OEO for listing in its OEO Certification Registry.

Bidder is also encouraged to identify below, any M/W/DSBEs that will be used by bidder if successful:

| Company Name | Address | Certification Status (MBE, WBE or DSBE) | Type of Work/Supply Effort |
|---------------------|----------------|--|-----------------------------------|
| ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- |

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM
 Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises¹

DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

| | | | | | | | |
|---|--------------------------|--|------------------------|----------------|---------------------------------|------------------------------|--|
| Bid Number or Proposal Title: | | Name of Bidder/Proposer: | | | | Bid/RFP Opening Date: | |
| List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary. | | | | | | | |
| <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE | | Work or Supply Effort to be Performed | Date Solicited | | Commitment Made | | Give Reason(s) If No Commitment |
| Company Name | | | By Phone | By Mail | Yes (If Yes, give date) | NO | |
| Address | | | | | | | |
| Contact Person | | | Quote Received | | Amount Committed To | | |
| Telephone Number Fax Number | | | YES² | NO | Dollar Amount | | |
| Email Address | | | | | \$ | | |
| OEO REGISTRY # | CERTIFYING AGENCY | | | | Percent of Total Bid/RFP | | |
| | | | | | % | | |
| <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE | | Work or Supply Effort to be Performed | Date Solicited | | Commitment Made | | Give Reason(s) If No Commitment |
| Company Name | | | By Phone | By Mail | Yes (If Yes, give date) | NO | |
| Address | | | | | | | |
| Contact Person | | | Quote Received | | Amount Committed To | | |
| Telephone Number Fax Number | | | YES² | NO | Dollar Amount | | |
| Email Address | | | | | \$ | | |
| OEO REGISTRY # | CERTIFYING AGENCY | | | | Percent of Total Bid/RFP | | |
| | | | | | % | | |
| <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE | | Work or Supply Effort to be Performed | Date Solicited | | Commitment Made | | Give Reason(s) If No Commitment |
| Company Name | | | By Phone | By Mail | Yes (If Yes, give date) | NO | |
| Address | | | | | | | |
| Contact Person | | | Quote Received | | Amount Committed To | | |
| Telephone Number Fax Number | | | YES² | NO | Dollar Amount | | |
| Email Address | | | | | \$ | | |
| OEO REGISTRY # | CERTIFYING AGENCY | | | | Percent of Total Bid/RFP | | |
| | | | | | % | | |

1. If Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.
 2. Attach all quotations to this form.
 09/2010

| | | | |
|--|--|-------------------------------|------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 2 75 |
| | | FIRM NAME (Must be filled in) | |

SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: Managing, Maintaining and Operating Sludge Barges and Transporting Sludge

1.2 CONTRACT TERM: 07/01/2013 to 06/30/2014 ("Initial Term"), with an option to renew for up to three (3) additional one (1) year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or the current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

1.2.1 The City shall exercise such sole option to renew the Contract Term by issuing a letter (the "Renewal Notice") notifying the Contractor that the Contract is renewed for the Additional Performance Period (identified by commencement and expiration dates) that is specified in the Renewal Notice. The Contract shall be deemed to be renewed for such Additional Performance Period, and Contractor shall be obligated to perform all terms and conditions of the Contract throughout such Additional Performance Period, as of the effective date indicated on the City's Renewal Notice is issued, whether or not Contractor has agreed, verbally or in writing, to such renewal of the Contract term.

1.2.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section 1.2.2, and failure to do so shall be an event of default pursuant to Section 19, Default, of the attached Terms and Conditions of Bidding And Contract.

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

| | | | |
|--|--|-------------------------------|------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 3 75 |
| | | FIRM NAME (Must be filled in) | |

1.3 CONTRACT TYPE: **REQUIREMENTS**

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

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

Commodities or services on the bid to be ordered after the end of the fiscal year are subject to the issuance of purchase orders for the following fiscal years. The City is not liable for the award involving following fiscal years' funds until such orders are issued.

The successful bidder(s) obligation to deliver on such purchase orders shall not take effect until the orders are issued. To simplify the contract procedure, however, the successful vendor will be required to furnish a Performance Bond or Performance Security Fee to cover units awarded to him.

1.4 METHODOLOGY OF ACQUISITION: Purchase of Services only.

1.5 STATEMENT OF DIRECTION:

1.5.1 It is the intent of the City of Philadelphia to make an award for **Managing, and Operating Sludge Barges and Transporting of Sludge** for the Water Department as specified herein during the contract period.

| | | | |
|--|---|-------------------------------|------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 4 75 |
| | | FIRM NAME (Must be filled in) | |

1.6 BID SECURITY

1.6.1 **BID SECURITY**

For the purposes of this bid ONLY, paragraph 2 of the "Terms and Conditions of Bidding" entitled "Bid Security" is deleted in its entirety. Instead all bidders are required to accompany their bids with a certified check in the amount of \$25,000.00 payable to the City of Philadelphia. A Bid that is not accompanied by this required security shall be rejected.

1.7 **BID INFORMATION:**

- 1.7.1 All information concerning this bid will be contained in this bid document as issued or amended.
- 1.7.2 Information provided verbally by any City official shall not be binding or relevant.

1.8 **BID SUBMISSION:**

- 1.8.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.8.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.8.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.8.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.8.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.8.6 **BID PROCESSING FEE:**
Bidder **MUST** submit with their bid a non-refundable check or money order payable to the City of Philadelphia in the amount of **\$200.00**. Failure to submit the bid processing fee may result in disqualification from bidding.

| | | | |
|--|--|-------------------------------|------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 5 75 |
| | | FIRM NAME (Must be filled in) | |

1.8.7 **Local Business Entity:**

In accordance with Chapter 17-109 of The Philadelphia Code relating to Local Bidding Preferences and the Regulations promulgated thereto, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder must be certified as a Local Business Entity ("LBE") at the time of the bid opening and must submit with the bid its LBE Certification number as issued by the Procurement Department:

Bidder's LBE Certification Number _____

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

"Throughout the entirety of the contract, my company or my subcontractor(s)¹ will perform the majority of any work on the subject contract within the geographic limits of the City of Philadelphia and my company or my subcontractor(s) will maintain within the City a majority of the inventory or equipment that will be used on the contract or the amount of inventory that is customary for that industry."

NOTE: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please provide sufficient time prior to bidding for processing of the LBE application. The Procurement Commissioner reserves the right to request any additional or clarifying information at any time prior to award of the contract, and during the performance of the contract.

¹ If the Bidder relies upon subcontractor(s) to perform the majority of the work and maintain the majority of the inventory or equipment within the City, the subcontractor(s)' LBE Certification Number and most recent annual affidavit of continuing eligibility must be submitted to the Procurement Department.

| | | | |
|--|---|-------------------------------|------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 6 75 |
| | | FIRM NAME (Must be filled in) | |

1.8.8 **BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is STRONGLY encouraged to bring these issues to the attention of the Procurement Department's Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

Otherwise the successful bidder will have to provide the product or service exactly as defined in this bid, and in accordance with the specifications and requirements as listed in this Invitation and Bid.

| | | | |
|--|--|-------------------------------|------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 7 75 |
| | FIRM NAME (Must be filled in) | | |

1.8.9 **CONTACT PERSON(S) :**

PRE-AWARD :

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (_____) _____ Ext.: _____

Fax No. (_____) _____

E-mail Address: _____

State Company Web Site Address: _____

POST-AWARD :

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (_____) _____ Ext.: _____

Fax No. (_____) _____

E-mail Address: _____

| | | | |
|--|--|-------------------------------|------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 8 75 |
| | | FIRM NAME (Must be filled in) | |

1.9 QUALIFICATION OF BIDDERS

1.9.1 Bidders will be required to show that they are responsible and capable of performing the work to be done under this Contract, that they have successfully completed contracts equivalent in scope and comparable in magnitude, and that they have the necessary financial resources to perform the work in a proper and satisfactory manner, in accordance with the specifications and contract documents. Each bidder should submit with the bid a statement of his facilities, experience, financial resources, and all other information required in these specifications, for the purpose of determining his qualification and responsibility. Should the information so required be refused or should it, in the judgment of the Procurement Commissioner, taking into consideration recommendations of the Water Department, reveal that the prospective bidder is not sufficiently equipped or qualified to enter into or perform the said contract, no bid from such bidder or bidders will be accepted and the Procurement Commissioner will forthwith notify the proposed bidder to that effect.

1.9.1.1 Bidders shall be an expert in marine towing and towage services, with specialized experience in the operation of tank barges. Bidders shall possess knowledge and experience in the operation and maintenance of slurry pumps, marine related equipment, barge equipment maintenance, repair and modification. The City shall rely upon such expertise in such activities. Bidders shall therefore be expected to rely upon their experience and expertise in the general practices of the marine towing and tank barge operating industry.

1.9.2 All Qualification Statements submitted by prospective bidders must be in accordance with paragraph 1.9.1 above, and include the following information:

1.9.2.1 IDENTITY OF BIDDER

- (a) Name
- (b) Address
- (c) Form of organization (Sole Proprietor, Corp., Partnership, etc.)
- (d) State where registered
- (e) States where qualified to do or conduct business
- (f) Experience operating towing vessels

| | | | |
|--|--|-------------------------------|------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 9 75 |
| | | FIRM NAME (Must be filled in) | |

- (g) Experience operating tank barges
- (h) Experience operating sludge barges
- (i) Experience of the designated Project Manager as described in Section 2.2.8.4 of this document

1.9.2.2 COMPLIANCE HISTORY

Please note: An affirmative answer to any of the questions below will not automatically disqualify the bidder.

1.9.2.2.1 Within the past seven (7) years has bidder or any of its officers, directors, partners, joint ventures, key personnel (including managers), beneficial owners (5% or greater share holder), subsidiaries or affiliates ever been convicted of, indicted for (includes an information or representment) or testified under a grant of immunity (including agreement not to prosecute) in a criminal proceeding for, or had a civil judgment entered against them for:

- a. fraud;
- b. any felony;
- c. any crime in connection with obtaining, attempting to obtain or performing a public or private contract or subcontract;
- d. violation of any law showing a lack of business or personal integrity or honesty, or involving moral turpitude, including but not limited to bribery, embezzlement, extortion, forgery, falsification or destruction of records, false statements, theft, receiving stolen property or illegal use of the U.S. Mails;
- e. violation of any state or federal antitrust or price fixing laws;
- f. violation of any election or campaign finance laws; or
- g. violation of any laws governing labor or employment, including wages and hours, child labor or discrimination;

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 10 75 |
| | | FIRM NAME (Must be filled in) | |

h. violation of navigation or environmental laws

If so, please describe fully.

1.9.2.2.2 State if there are any criminal or civil proceedings for any of the foregoing crimes or civil wrongs currently pending against the bidder or any of its officers, directors, partners, joint ventures, key personnel (including managers), beneficial owners or affiliates.

1.9.2.2.3 Within the past seven (7) years has the bidder or any of its officers, directors, partners, joint ventures, key personnel (including managers), beneficial owners or affiliates, ever provided or been accused of or charged with providing false or misleading information as part of any prequalification statement, including, but not limited to financial statements, equal opportunity employment forms, affidavits of compliance with prevailing wage statutes or product description literature?

1.9.2.2.4 Within the past seven (7) years has the bidder or any of its officers, directors, partners, joint ventures, key personnel (including managers), beneficial owners or affiliates ever been disqualified, suspended or barred from doing business in any jurisdiction?

Is the bidder aware of any public, private or quasi-public agencies that are undertaking or contemplating such action?

If so, please describe fully.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 11 75 |
| | | FIRM NAME (Must be filled in) | |

1.9.2.3 EQUIPMENT

1.9.2.3.1 Provide itemized list of all marine vessels and equipment you own and/or operate, including as to each if owned by you, operated under management agreement, or charter (type of charter); if not owned, name of owner; as to each, full vessel or equipment particulars.

1.9.2.3.2 At a minimum, state the length, breadth (beam), depth, means of propulsion, if self-propelled, brake and shaft horse-power rating, crew make up and number, name, place and date of building, height of eye of wheel house, and any other information.

1.9.2.3.3 Identify the tugboats to be designated for use under this contract.

1.9.2.3.4 Describe facilities in the Philadelphia area for ground level access to the sludge barges.

1.9.2.4 FINANCIAL HISTORY

1.9.2.4.1 Bidder should provide copies of current financial statements for last three (3) years.

1.9.2.4.2 Provide at least four (4) bank and credit references, with name or company and identity of your account executive.

1.9.2.5 CREW

Fully describe the experience, and the licenses or certificates held by the captain, mate, crew and tankermen (hereinafter sometimes referred to as "Crew" or "Agents") who will be assigned to the designated tugs and to handle operation of the sludge barges.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 12 75 |
| | | FIRM NAME (Must be filled in) | |

1.9.2.6 EMERGENCY RESPONSE SPILL PLAN

Within 30 days of notification of award, the awarded bidder will prepare and submit to the Water Department a company emergency response plan. This plan will designate a corporate person to be in contact with the City corporate individual of responsibility in the event of such an emergency spill from an accident involving the tug or barge or other vessel. The plan will be maintained by the awarded bidder and the City in places of easy access.

- 1.10 Unless the successful bidder is notified to the contrary in writing by the Procurement Department, all statements, commitments, or other representations contained in the successful bidder's Qualification Statement and any materials or information submitted in connection therewith shall be binding upon the successful bidder and shall be deemed to be incorporated in and made a part of the successful bidder's contract hereunder.
- 1.11 The City reserves the right prior to award to inspect the bidder's place of business, to interview references identified in the bid, as well as representatives of the bidder, and to conduct other investigations and request clarification as it deems necessary in order to determine the bidder's qualifications and responsibility.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 13 75 |
| | FIRM NAME (Must be filled in) | | |

SECTION 1:

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

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

SECTION 2:

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

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

NOTE: Do not provide the name and telephone number of a Procurement Department Buyer in this section. Contact Name(s) and telephone number (s) must be from a City ordering department.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 14 75 |
| | | FIRM NAME (Must be filled in) | |

1.12 SITE INSPECTION

1.12.1 Prior to submitting a bid, Contractor shall inspect the Loading Terminal and the Receiving Terminal and the mooring and berthing facilities existing at the terminals. He shall satisfy himself as to the safety and adequacy of the berth both for the tugs Tankermen, linehandlers and for the barges. During the Contract, Contractor shall continue such inspections, including any changes in the equipment and the facility in all weather conditions. City shall make no warranty, express or implied, as to the safety or fitness of the berth at either the Loading or the Receiving Terminals.

1.12.2 Bidder is responsible for examining prior to bid submission, in detail the site(s) of the work to be done, shall acquaint himself with conditions affecting the work, and if applicable, shall take his own measurements for which he will be held responsible. The bid shall be prepared with due regard to the conditions existing or to be anticipated at the site(s) of the work.

Attendance at the site is Mandatory. Failure to submit a signed Certification of Site Visit form will disqualify bidder. (See "Certification of Site Visit" form).

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 15 75 |
| | | FIRM NAME (Must be filled in) | |

MANDATORY SITE VISIT CERTIFICATION

BID NO. S4HM8190

(TO BE SUBMITTED WITH BID PACKAGE)

Vendor must contact Nafissa Bizo at 215-685-1306 or Greg Hanson at 215-685-1303, to make arrangements to visit the site for inspection.

This form MUST be signed and dated by a representative of the WATER Department to certify that the below vendor inspected the area as per specifications.

FAILURE TO VISIT THE SITE WILL DISQUALIFY YOUR BID.

COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

PHONE NO.: _____ FAX NO.: _____

CITY REPRESENTATIVE:

DEPT.:

NAME:

SIGNATURE:

DATE:

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 16 75 |
| | | FIRM NAME (Must be filled in) | |

SECTION 2: SPECIFICATIONS

2.1 The successful bidder shall be required to supply the City of Philadelphia's Water Department with **Managing, Maintaining and Operating Sludge Barges and Transporting Sludge** as specified in this Invitation and Bid. Throughout this specification, the headings, titles and highlighted terms are shown for the convenience of the reader and shall not restrict or negate any detail contained in any paragraph.

2.2 WORK

2.2.1 General Work

The work to be performed under this contract consists of management of two tank barges, The Recycler and The Resource (sometimes referred to hereinafter as "barges" or "sludge barges") of identical design and capacity. The Contractor is to provide all related towage, manning or crewing, operation, loading, unloading, linehandling, scheduled and corrective maintenance as defined herein, the safe transportation and delivery of wastewater sludge from the City of Philadelphia's Northeast Water Pollution Control Plant ("Northeast Plant") to its Biosolids Recycling Center ("BRC") which is adjacent to the Southwest Water Pollution Control Plant ("Southwest Plant"). Specifically, the awarded bidder will be required to load sludge at loading facilities at Pier 217N at the Northeast Plant on the Delaware River ("Loading Terminal") and deliver and unload the sludge to receiving berths at the BRC on the Schuylkill River ("Receiving Terminals" #1 and #2).

2.2.2 Tug Boat and Tankerman & Linehandling Services

The awarded bidder shall be required to provide the services of dependable tug boats with suitable power and competently manned with licensed or documented master and crew, including qualified experienced Tankermen and Linehandlers, to safely moor or dock the barges at the loading terminal; load the barges; undock, tow or move the barges; transport the sludge; dock or moor the barges at the Receiving Terminal; unload and deliver the sludge and to otherwise manage the transportation of the sludge and operate the equipment.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 17 75 |
| | | FIRM NAME (Must be filled in) | |

2.2.3 Location - Additional Information

2.2.3.1 Loading Terminal

Pier 217N is City property located on the Delaware River near the Betsy Ross Bridge and near the Northeast Plant. The Northeast Plant referred to in these specifications is situated on City property between Richmond Street and Delaware Avenue between Castor Avenue and Lewis Street, approximately 4 miles northeast of the Center City area.

2.2.3.2 Receiving Terminal

The BRC referred to in these Specifications is situated on City property next to the Penrose Avenue Bridge, adjacent to the Schuylkill River, and near the Philadelphia International Airport.

2.2.4 Other Docks

Other Dock at Request of the City:

City shall have the Option to require the awarded bidder to load and/or deliver or discharge the sludge at such other wharf, dock or berth in the Port of Philadelphia as may be necessary for City to meet its commitment to properly collect, transport, treat, process or otherwise give, sell, dispose or distribute the sludge in accordance with the mandate of law and/or any order or decree of the U.S. Environmental Protection Agency, administrative tribunal or court of competent jurisdiction. Except in the case of emergency, should the City designate one or more alternate wharves, docks or berths, the designation shall be made sufficiently in advance so as to permit the awarded bidder to make adjustments in scheduling and insurance (if required). Such alternate wharf, dock or berth shall be safe, but the awarded bidder shall be responsible for familiarizing himself with the proper approach to such berth or berths. If the designation of an alternative wharf, dock or berth results in an increase in insurance premium or in operating costs, the Contractor shall be entitled to an adjustment in the price for so long as the alternate wharf, dock or berth is used provided that such increase is documented in a reasonably satisfactory manner.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 18 75 |
| | | FIRM NAME (Must be filled in) | |

The adjustment shall be limited to the actual increase in insurance premium and operating costs plus 15% for administrative expenses. The Contractor will not be entitled to any adjustment caused by Contractor's fault or negligence.

Layberth or Repair Berth Requirement:

The Contractor shall provide a layberth or repair berth to the City within the Metropolitan area at no expense to the City.

2.2.5 No Minimum Guaranteed

Notwithstanding any provisions of the Contract to the contrary, the City shall not be required to provide any minimum number of guaranteed trips to or for Contractor.

2.2.6 Additional Description of Work

The scope of the work included in this Contract is described in detail in the Technical Provisions.

2.2.7 The Metropolitan Area

Wherever the Phrase "Metropolitan Area" appears, it shall mean a radius of 30 miles from Center City Philadelphia.

2.2.8 Standard Requirements

2.2.8.1 To manage, maintain and operate sludge barges and transport sludge and supply all related equipment, labor and materials as more fully described herein, qualified bidders shall offer:

20540 007 000

A rate for one (1) one-way trip between the Northeast and BRC; or from BRC to the Northeast Plant; it being understood that the trip rate to be quoted will be the same for a loaded down river trip as it is for an unloaded (or light) up river trip.

The trip rate shall include the Contractor's cost for the tug boat captain and crew, tug boat maintenance, administrative overhead and similar expenses. This cost shall also include the Contractor's insurance costs for its facilities, equipment and personnel. It shall not include the cost of fuel for the tug boat.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 19 75 |
| | | FIRM NAME (Must be filled in) | |

The cost charged to the City for this item shall be adjusted during each renewal period in accordance with paragraphs 4.22, 4.23 and 4.24.

2.2.8.2 20540 007 002

A monthly rate for all scheduled maintenance for the sludge barges and certain docking facilities as specifically described herein. This monthly rate shall be pro-rated to include all scheduled maintenance activities that occur during a 12 month interval. Maintenance shall be carried out in conformance to City-issued work orders, O & M Manuals and accepted industry practices. The monthly rate shall be calculated by the Contractor and shall include all materials, parts and supplies required to perform the scheduled maintenance of the barges, pier fendering systems and pier gangways as described in further detail. The monthly maintenance fee shall include the services of the tankerman for loading and unloading the sludge. The Contractor's insurance costs related to the City's barges and piers shall be included in this item. The cost charged to the City for this item shall be adjusted during each renewal period in accordance with paragraphs 4.22, 4.23 and 4.24.

2.2.8.3 20540 007 003

The cost of fuel for the tug boat to perform a single trip. The contractor shall quote one amount. He must take into consideration the variation in fuel consumption due to light (unloaded) versus loaded trips, weather, tides, etc. This monthly rate shall be adjusted on a quarterly basis in accordance with paragraph 5.2.

2.2.8.4

For purposes of the Bid, it is assumed that there will be 52 one-way sludge barge trips on average per month. The Bid will assume neither demurrage nor detention time. The equation thus is the number of expected one-way trips (52), times the trip rate, plus 52 trips times the fuel cost per trip, plus the monthly maintenance charge, to arrive at the total monthly charge. The total monthly maintenance charge, is then multiplied by 12 to arrive at the annual cost.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 20 75 |
| | | FIRM NAME (Must be filled in) | |

2.2.8.5 PROJECT MANAGEMENT STAFF

The Contractor shall assign a project manager and adequate staff to carry out management and operation responsibilities, including a dispatcher on duty 24 hours a day. The project manager shall have overall responsibility in administering the Contractor's obligations and shall (or have authorized designee, operations manager), be on call 24 hours a day. The project manager shall have the authority to contract the procurement of equipment and materials, the hiring equipment and personnel and resolve contractual disputes with the City. The Contractor shall have the engineering capability or be responsible for engineering consultation to effect the dry-docking, maintenance functions and barge repair at the scheduled time or when deemed necessary by the City.

2.2.8.6 ADDITIONAL INFORMATION

For any additional information or to arrange inspections of the barges or other materials as allowed herein, bidder should contact: **Robert Lendzinski, Plant Manager, Northeast Water Pollution Control Plant, Philadelphia, Pennsylvania 19137, Phone: (215) 685-1301, Fax: (215) 288-3412.** The City shall not be responsible for any instructions, explanations or interpretations of these bid specifications which are furnished to bidders in any manner other than by written addendum.

2.2.8.7 OFFICE AND PIER FACILITY

The successful bidder shall maintain an office within the metropolitan area of Philadelphia. The office shall be equipped with all communication equipment required for communication with both the City employees and the tugboats. See additional communication equipment requirements in paragraph 2.3.3. The Contractor shall maintain a pier sufficient to berth both barges and have crane and truck accessibility. There shall be no charges for docking of the barges at the Contractor's facility.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 21 75 |
| | | FIRM NAME (Must be filled in) | |

2.3 TECHNICAL PROVISIONS

- 2.3.1 **Furnish Tugs:** Contractor shall furnish all necessary tug boats and Tankermen, together with qualified masters and crew of the tug boats and shall furnish all labor superintendence, materials, equipment and power (except as otherwise provided for operating from shore power), light, heat, fuel, water, replacement tools, replacement spare parts, appliances, equipment, supplies and other necessary support to manage and operate the sludge barges on a 52 week basis per year, 24 hours per day and to safely load at the Loading Terminal and deliver to the Receiving Terminal the wastewater sludge produced at the Northeast Plant for processing at the BRC.
- 2.3.2 **Maintenance:** Contractor shall perform all scheduled maintenance to keep the sludge barges and all the related machinery and equipment in good and safe operating condition; shall keep and maintain the sludge barges in a staunch and strong, safe and seaworthy condition; shall protect the sludge barges at all times during the term of this Contract; shall operate, maintain, restore and repair any part of the same damaged during performance of the Contract and shall pay all costs incidental, thereto, except as provided for otherwise herein. As described in these specifications, Contractor, shall be responsible for, and include in his monthly maintenance fee, the scheduled maintenance, replacement and repair of fendering system, components and gangways that are attached to the pier as described in detail in paragraph 2.20.1.
- 2.3.3 **Supervision & Communication:** Contractor shall provide supervision and 24 hour per day dispatcher services to assure that the tug boats are available to move the barges between the Loading and Receiving Terminals, and shall provide the services of qualified personnel to operate and maintain the sludge barges and the services of tankermen to load and unload the barges. The Contractor shall provide the communication system used to perform the 24 hour supervision. The barges' tankermen shall be in communication with the shore facilities during loading and unloading of the barges. The Contractor must provide a cellular telephone, pager and hand-held radios for the tankermen to communicate with City personnel during these loading and unloading periods. The cellular telephone, pager and any accessories (including batteries) must be certified as being intrinsically safe.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 22 75 |
| | | FIRM NAME (Must be filled in) | |

The telephone numbers of the cellular telephone and pager shall be such that they can be dialed locally from both the NE Plant and the BRC. In addition to the cellular telephone and pager, the contractor shall purchase and use two new hand-held radios and a spare battery for each unit. These radios will be used by the Tankermen to communicate with NE plant and BRC personnel during the loading and unloading processes. The radios must be Motorola or Ericsson with multiple channels and certified as intrinsically safe. The batteries for these radios must also be intrinsically safe. The radios, spare batteries and chargers will be turned over to the City in good physical and working condition upon the expiration or termination of the contract (or any extension) with no additional payment to the Contractor. For the NEWPCP, the transmit frequency shall be 153.875 MHZ and the receiving frequency shall be 158.775 MHZ. For the BRC radio Frequencies, contact the Plant Manager of the Northeast Water Pollution Control Plant prior to acquiring the radios. No payment shall be made by the City for the cellular telephones, pagers or radios.

2.3.4

Personnel:

Contractor shall designate and assign sufficient personnel to become familiar with the barge operation prior to commencement of the Contract such that Contractor can begin operations immediately following the Notice to proceed. Contractor shall assure that factory trained technicians, qualified tankermen and other personnel are available throughout the Contract period. Training topics include, but are not limited to:

- Proper use of the cranes (i.e., no side pulling on the cranes will be allowed)
- Proper use and stowage of the gangways
- Connection, disconnection and stowage of sludge feed and sludge discharge hoses.
- Connection, disconnection and proper stowage of electrical power cords.

Damage and/or accelerated "wear and tear" that is the result of misuse of the equipment shall be the responsibility of the Contractor to repair at no additional cost to the City. Damaged equipment should be replaced in a timely manner before causing additional damage; eg. Lost electrical plugs caps should be replaced as soon as possible.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 23 75 |
| | | FIRM NAME (Must be filled in) | |

The Contractor shall provide for in-service training and retraining of such personnel and for new personnel as may be necessary to assure the qualifications and competency of assigned tankermen. No separate payment will be made for the time required or expenses incurred in connection with these services.

2.3.5 Loading Level:

Contractor shall load the sludge barges to such depth and in such manner as to assure that at the Loading and at the Receiving Terminal, the sludge barges will always maintain a safe level at all stages of the tide and in such a way as to prevent sludge spills.

2.3.6 Tug & Crew:

Contractor shall provide and maintain such modern, staunch, strong and seaworthy tugs, and tug boats, properly captained, manned and crewed by licensed, certified and/or endorsed personnel as may be required by law or by the practice of good seamanship, including such Tankermen as may be necessary to assure that properly endorsed and fully trained and qualified Tankermen shall be on duty and in control of loading and unloading operations of the sludge barges.

2.3.6.1 Tug & operation:

- Designated tug boats shall be equipped with an upper pilot house
- The helmsman shall pilot from the upper wheelhouse when maneuvering an empty barge.
- In addition to the requirements of the Inland Navigational Rules, at any and all times while transporting a barge pursuant this agreement, vendor shall ensure that an experienced and proficient lookout be posted on the barge with radio communication capabilities and clear line of sight of the waterways in the immediate path of the vessel(s) .
- The Tug will be equipped with a minimum of three hand-held VHF radios. One of the hand-held units will be kept with the watch stander in the upper or lower wheel houses for communication with the lookout on the barge. The third hand-held will serve as a ready spare.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 24 75 |
| | | FIRM NAME (Must be filled in) | |

- The tug boat will have two radios in both the upper or lower wheel houses and the gallery. Both channels will be monitored by the helmsman or his designee at all times when the barge is in tow.
- The tug boat must be equipped with radar. The helmsmen or mate on watch must have received training on how to interpret radar and effectively use it for navigation and must hold a radar observer endorsement on his/her U.S. Coast Guard for a license.
- The helmsman must not be under an active investigation by the U.S. Coast Guard for a Marine Casualty.
- At no time during the operation of the tug boat with barge in tow may the helmsman or designated lookout use a cell phone for personal reasons. The off-watch is to be alerted if watch stander is distracted for any reason.
- On each voyage, the helmsman will make a Pre-Departure security call to Philadelphia Maritime via VHF ch 14, then VHF Security Calls underway, mouth of Schuylkill River, Walt Whitman and Ben Franklin Bridges.
- Voyage Plan to favor course on Eastern limit of channel.
- Contractor must designate a tug approved by the City for use under this contract.
- Vendor shall comply with all Federal, State, City and Maritime regulations with regard to shipping and telecommunications during the life of the contract to include any and all renewal periods.

2.3.7

Tug H.P. :

Contractor shall provide tug boats which shall have a brake horsepower 1,700 or greater to safely tow each barge, including docking, undocking and maneuvering in the river, under all then prevailing, existing or anticipated weather and sea conditions, taking into account the length, breadth, depth, height of deck (loaded and unloaded), height of deckhouse and other characteristics of the sludge barges.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 25 75 |
| | | FIRM NAME (Must be filled in) | |

2.3.8 **Personnel:**

Contractor shall be solely responsible for the adequacy sufficiency and competency of the management and supervisory personnel, and the tug captains and crews including the tankermen and linehandlers whether or not the suitability of the personnel and tug boats have been approved by the City.

2.3.9 **Provide Services:**

Contractor shall provide all services on a 52 week per year, 24 hours per day basis.

2.3.10 **Weather & Tide Conditions:**

Contractor shall provide all towing services as listed in Sections 2.3.1 to 2.3.9 as necessary and/or requested, except when in the judgment of the Contractor severe weather or tidal conditions create unacceptable risk of damage of property or personnel injury. In such cases the Contractor shall inform the N.E.W.P.C.P. Manager or his designated contract manager of the risk and that specified services will not be provided or will be delayed.

2.3.11 **Defect Claim:**

Notwithstanding any provision in these Specifications to the contrary, Contractor shall not be liable for any injury, loss or damage caused by unseaworthiness of or latent design and/or manufacturing defect in the barges or in any machinery or equipment of the barges existing on the initial date of the Contract nor will Contractor be liable or responsible for any injury, loss or damage caused by such defect or deficiency in the design or construction of the terminals and/or the berthing or docking facilities of such terminals, provided that no such injury, loss or damage was caused or contributed to by the fault, neglect, breach of contract or breach of duty of Contractor or its agents, subcontractors, officers or employees, including but not limited to captain, crew and tankerman (hereinafter sometimes collectively referred to as "Agents").

Contractor shall fully cooperate with City in pursuing any claims that may arise out of or any losses incurred by reason or any breach of warranty and/or latent defect in the barge machinery or equipment or in the barges and/or the terminals.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 26 75 |
| | | FIRM NAME (Must be filled in) | |

Nothing in this Section shall give rise to or create any claim or right in Contractor against the City arising out of or as a result of any claim that the barge or barges were unseaworthy or were otherwise not reasonably fit for any general or special intended use or purpose. Nothing in this contract relieves the Contractor from promptly reporting to the City any condition that could cause injury, loss or damage.

2.3.12 Scheduled Maintenance List:

As described further in paragraph 2.20.1, the Contractor is required to perform scheduled maintenance services as part of this contract.

2.3.13 Safety:

All maintenance work, including but not limited to entry of personnel into any void space, tank or other potentially hazardous location shall be performed in accordance with all applicable local, state, federal safety and environmental laws and regulations, including OSHA and maritime laws.

2.4 RELATIONSHIP OF SERVICE TO CITY WATER POLLUTION CONTROL SYSTEM

The sludge barges have been built specifically for and are dedicated solely to the service of transporting wastewater sludge from City's Northeast Plant to the BRC. Contractor shall not, under any circumstances, use either of the sludge barges for any other purpose nor lead, carry, transport and/or deliver any other cargo on such barges. Contractor acknowledges that the barges were built and have been dedicated to this service as a part of an overall compliance order and plan relating to the upgrading and operation of City's water pollution control and sludge processing system in an environmentally proper manner.

Contractor understands the importance of providing timely and efficient towage services and proper management, maintenance and operation of the sludge barges as an integral part of City's water pollution control and sludge management program.

| | | | |
|--|---|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT | BID NUMBER S4HM8190 | PAGE OF 27 75 |
| | PHILADELPHIA, PA 19102 - 1685 | FIRM NAME (Must be filled in) | |

THE EQUIPMENT

2.5 THE RESOURCE AND THE RECYCLER

2.5.1 The City of Philadelphia is the owner of the tank barges identified by the United States Coast Guard (USCG) and the American Bureau of Shipping (ABS) as follows:

| <u>Barge</u> | <u>USCG Official Number</u> | <u>ABS Identification Number</u> |
|--------------|-----------------------------|----------------------------------|
| Recycler | 925048 | 8900567 |
| Resource | 925049 | 8901945 |

The barges were designed by Greeley and Hansen, Engineers and JFH, Inc., Naval Architects and Engineers.

2.5.2 The principal dimensions of the barges are:
Length overall = 250'0"; Beam = 50'0"; Depth = 20'0".

2.5.3 The barges were designed for and are dedicated to the transportation of wastewater sludge generated by City's Northeast Plant to the BRC.

2.5.4 The barges are equipped with pumps, piping, valves, machinery and other equipment to facilitate loading at the Loading Terminal and Unloading at the Receiving Terminal. Each barge has a design capacity of 1,000,000 gallons of sludge at a loaded draft of approximately 15'4". Each barge has a design "pumping rate" of 4,000 gpm. (Each barge has two pumps with rate capacity of 4,000 gpm each). Only one of the two pumps on a barge will be used in a single unloading operation. The design "loading rate" at the loading terminal is also 4,000 gpm. City does not guarantee the actual pumping rate.

2.5.5 For more particulars the bidder is referred to the June 1987 Notice to Bidders for the construction of the sludge barges, together with all attachments and amendments "1987 Notice", the plans of the barges together with all attachments and amendments "1987 Notice", plans of the barges as prepared by the engineers and naval architects, the as-built plans and specifications ("Plans") and the Operating and Maintenance Manual (O & M Manual) prepared by the Builder, Nashville Bridge Co., P.O. Box 239, Nashville, TN 37202.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 28 75 |
| | | FIRM NAME (Must be filled in) | |

Bidder is also obligated to inspect the barges and be familiar with their characteristics and operation and maintenance requirements. Barges are available for inspection.

Inspections of the 1987 Notice, Plans, O&M Manuals, and Barges may be arranged through Robert Lendzinski, Plant Manager, Northeast Water Pollution Control Plant, Philadelphia, Pennsylvania 19137, telephone 215 685 - 1301.

2.5.6 City makes no warranty of any kind, including the warranty of seaworthiness, as to the sludge barges. City disclaims all warranties, express or implied, and will provide and deliver the sludge barges "as is, where is" and "with all faults"; hereby expressly disclaiming the warranties of seaworthiness, merchantability and/or fitness for a particular purpose.

2.5.7 Contractor, in bidding on this Contract and accepting the award of the Contract, represents and acknowledges that he has inspected the data described above in Section 2.5.5 and that he has inspected the sludge barges and has found them to be safe and satisfactory and reasonably suited for the transportation service contemplated herein. Contractor shall provide a copy of his initial inspection reports to the City.

2.5.8 Contractor shall be relieved of the consequences of failure to discover and correct errors, conflicts and discrepancies in such data but only to the extent that such conduct was not reasonably within the competence of a qualified contractor experienced in operating, maintaining and repairing barges and exercising the highest degree of care, skill and competence.

2.6 DRAWINGS FURNISHED TO CONTRACTOR

2.6.1 Contractor will be provided with a copy of the drawings and a copy of the O & M Manual at the mandatory site visit. All bidders are to study the information before submitting their bid. Contractor acknowledges that he has reviewed and inspected the drawings of the sludge barges with the submittal of their site visit form with their bid. Awarded vendor will retain the drawings and the O & M Manual, all others are to contact Nafissa Bizo, 215-685-1306 for return.

2.6.2 After the contract has been executed, Contractor will be provided two (2) sets of copies of all contract drawings and detailed specifications of the sludge barges.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 29 75 |
| | | FIRM NAME (Must be filled in) | |

2.6.3 Contractor shall be responsible for thorough familiarity with the design, specifications and characteristics of the sludge barges and shall be required, at his own expense and time, to inspect the barges, including all spare parts and tools. The contractor shall be responsible for storing spare parts and providing a list to the City upon any change in inventory.

2.6.4 Contractor shall provide and maintain on their premises sufficient storage for all barge spare parts and equipment. Items owned by the City and stored by the Contractor shall be specifically identified as such.

2.7 OPERATING AND MAINTENANCE MANUAL

2.7.1 Contractor will be provided, and acknowledges (see 2.6.1) that he has reviewed and inspected the O&M Manual and all of the information, including any pertinent equipment manufacturers' warranty information relating to The Resource and The Recycler and the required scheduled maintenance of all equipment, including but not limited to, pumps, machinery, electrical service and connections, motors, piping, valves, cranes, hoses, houses, deckhouses, mooring and security, navigation lights and other such equipment and all appurtenances to the barges.

2.7.2 After the award of bid, Contractor will be furnished with two (2) copies of the O&M Manual and all other related documents. Additional copies of the O&M Manual, when requested, will be provided to Contractor at City's cost of reproduction. The cost of such additional copies shall be deducted from the Contractor's next monthly invoice.

2.7.3 Contractor shall be thoroughly familiar with the O&M Manual and all scheduled maintenance requirements of the sludge barges and shall be fully responsible for compliance with all required operating procedures, and scheduled maintenance of the barges as set forth herein.

2.7.4 Contractor shall be required to perform all of his operations and all of the scheduled maintenance for the sludge barges as required, including but not limited to the O&M Manual and/or monthly Preventive Maintenance (P/M) work orders generated by the City.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 30 75 |
| | | FIRM NAME (Must be filled in) | |

The operating instructions and the maintenance described in the O&M and/or P/M work orders shall constitute, together with routine marine coatings and tank cleaning and tasks more fully set forth in 2.20, and 2.22, the scheduled maintenance required to be performed by Contractor for purposes of the monthly maintenance and repair charge paid to Contractor under Section 2.2.8.2 of the Bid.

2.8 CONTRACTOR TO REVIEW

Contractor shall review and verify all operational, maintenance and other data provided in the O&M Manual and other documentation. Failure to discover and correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for errors, failures or omissions or damages and losses caused by improper operation, maintenance and repairs to the sludge barges.

Contractor shall be relieved of the consequences of failure to discover and correct errors, conflicts or discrepancies in the O&M Manual but only to the extent that such conduct was not reasonably within the competence of a qualified contractor experienced in operating, maintaining and repairing barges and exercising the highest degree of care, skill and competence.

RECORDS AND LOGS

2.9 GENERAL REQUIREMENTS

2.9.1 Contractor shall be required to keep and maintain the regular tug boat log books. In addition, Contractor shall keep and maintain a separate regular log book for the sludge barges which shall, at a minimum, keep an accurate daily log or record of all barge movements, all accidents, incidents, damage to property, injury or death to person or persons, groundings, strandings, collisions and/or allisions and the name and address of all Tankermen in charge of cargo operations. The log book shall also contain hours of loading, unloading, quantity of cargo, operation of pumps and tank or tanks loaded as well as all ullage readings. Discharge terminal (Terminal #1 or terminal #2) used at BRC should be also noted accordingly. Copies of each daily log or record shall be submitted to the City's Contract Manager on a weekly basis at the option of the City. Any issue that might affect normal barging operations needs to be reported to the City as soon as possible.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 31 75 |
| | | FIRM NAME (Must be filled in) | |

- 2.9.2 Contractor shall also keep and maintain records of all daily scheduled and corrective maintenance including but not limited to servicing of equipment (including lubrication and oil changes, etc.), painting and related work to operate and maintain each sludge barge. Contractor will submit a monthly operations and maintenance report summarizing in narrative form that month's activity, along with the monthly invoice.
- 2.9.3 City shall have the right to inspect all tug boat log books and records as set forth in 2.9.1 and 2.9.2 and 2.11 ("Reports") at any time.
- 2.9.4 On the last day of each Contract or renewal or extension term, or as requested by the City upon fourteen (14) days' written notice, Contractor shall supply City with true copies of all records.

2.10 CLASSIFICATION

- 2.10.1 The sludge barges shall, upon the commencement of the term of this Contract, be classed by the American Bureau of Shipping as "Al tank barge". Contractor shall do all things reasonably necessary to keep and maintain the sludge barges in and to maintain such classification. Contractor shall also do all things necessary to keep and maintain the barges as certified by the U.S. Coast Guard and the American Bureau of Shipping. This shall include, but is not limited to, assuring that the barges are satisfactorily surveyed annually by the American Bureau of Shipping. Payment for the ABS survey shall be made to the Contractor in accordance with paragraph 2.20.4.

Any and all records and/or reports required by the American Bureau of Shipping to maintain class and those required by the U.S. Coast Guard to Maintain certification shall be kept and maintained by the Contractor; copies of these records and reports shall be forwarded to the City's Contract Manager.

- 2.10.2 Contractor's obligations under 2.10.1 above shall extend only to scheduled maintenance and routine record keeping activities, except to the extent that Contractor's fault, neglect, breach of contract or breach of duty may render either or both of the barges as unable to maintain classification or certification.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 32 75 |
| | | FIRM NAME (Must be filled in) | |

If maintenance needs to be performed due to the fault of the contractor, all completed records and reports normally required by ABS/USCG will be forwarded to the City. The Contractor is to contact ABS in the event of any barge damage or in the event of an accident endangering the barges' ABS-class A1 status.

2.11 REPORTS

2.11.1 Contractor shall be responsible for the preparation and filing of all reports required by the American Bureau of Shipping and the United States Coast Guard for activities occurring during the term of the Contract, renewal or extension.

2.12 TOWAGE AND TUG BOAT SERVICES

2.12.1 THE TOWAGE SERVICE

2.12.1.1 Contractor shall provide towage services for towage of the sludge barges to and from the Loading Terminal and the Receiving Terminal, as necessary, based upon seven (7) days per week, twenty-four (24) hours per day schedule as directed by City.

2.12.1.2 It is estimated that Contractor shall provide towage services for approximately twelve (12) one-way trips per week. A simultaneous towing service for both barges will be required at no additional cost if one pier at the receiving terminal is unavailable.

2.12.1.3 Notwithstanding the foregoing, City shall have no obligation to provide or produce wastewater sludge in sufficient quantity to guarantee or assure that there will be any particular number of trips for either or both barges. The availability of sludge cargo is understood and acknowledged to be dependent upon the production of the same at the Northeast Plant and that production of the same may be curtailed or even eliminated temporarily or permanently as a result of fortuitous circumstances. This includes plant malfunction, upset, court or administrative orders or directives and by other factors, some or all of which may be beyond the reasonable control of City. City reserves the right, in its sole discretion, to cease production and provision of sludge cargo for any reason and may do so upon reasonable notice to the Contractor.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 33 75 |
| | | FIRM NAME (Must be filled in) | |

2.13 THE DESIGNATED TUG BOATS, TRADE LIMITS

- 2.13.1 Contractor shall designate no fewer than two (2) tug boats of suitable design, characteristics, equipment and power, to handle the sludge barges, for the purpose of providing the towage services described above in all but the most extreme weather and river current conditions. Except for towage for drydocking and/or for purposes of repairs, the sludge barges will trade only on the Delaware and Schuylkill Rivers and only so far above or below the Loading and Receiving Terminals as good seamanship and safe navigation may require.
- 2.13.2 Designated tugboats shall be available to provide all towing services as required by the City. The City shall provide notice to Contractor of its requirements through the Dispatcher Service. See Section 2.16.
- 2.13.3 Tug boats need not standby the barges at the Loading or Receiving Terminals except when weather conditions or security conditions (including but not limited to a labor strike) require such assistance alongside the dock or berth. When weather conditions warrant, tugboats shall standby and render whatever assistance the circumstances dictate or require. The City may request a second tugboat to transport a barge when weather or river conditions warrant. In cases where a second tugboat is necessary for transport the trip fees associated with that transport will be twice that of a transport requiring only a single tugboat.
- 2.13.4 The Contractor must provide designated tugboats as requested. In the event the tugboats are not provided, Contractor shall be subject to the penalties described in Section 2.28.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 34 75 |
| | | FIRM NAME (Must be filled in) | |

2.14 TUG BOAT MINIMUM CHARACTERISTICS; EQUIPMENT

2.14.1 Mandatory requirements for each of the tugboats shall be as follows:

- * Minimum total horsepower 1,700 H.P
- * Maximum draft 15' - 00"
- * Stability - Confirms with USCG requirements
- * Radio Communication and depth sounder
- * Radar system
- * Navigational equipment including GPS and magnetic compass

2.14.2 The tug boats shall furnish all hawsers and/or tow lines and appurtenant towage equipment and necessary hardware, and towing gear, together with necessary fenders, special gear, lights and lighting and other gear or equipment to permit the safe towage, maneuvering, mooring, and berthing of the sludge barges. Towage includes, for these purposes, towing astern, alongside or pushing ahead at Contractor's option.

2.14.3 Before the initial towage of the barges, Contractor shall obtain at its own expense a towing survey to be conducted by a surveyor designated and approved by the Insurer and shall be certain that all of the Insurer's requirements for towage to issue and/or maintain coverage are met.

Contractor shall provide copy of survey to City within five (5) days of receipt.

2.15 QUALITY OF SERVICE

2.15.1 Contractor shall perform towage services hereunder in a skilled and workmanlike manner and shall exercise the highest degree of care and skill as a mariner. Should a barge break away from a tug during the course of towage, the involved tug shall standby and render all necessary service to save the barge and to prevent any loss of the barge's cargo and shall as promptly as possible resume the tow and reconnect tow lines or connections without any claim for salvage. Under no circumstances may Contractor or Contractor's tug crew claim salvage or a salvage award or lien in the event of a breakaway, regardless of whether the tug was at fault or the breakaway was caused by a deficiency in the barge.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 35 75 |
| | | FIRM NAME (Must be filled in) | |

2.15.2 In the case of a breakaway, Contractor shall not receive extra compensation by way of hire or demurrage or any other form of compensation or award, for any use or delay of the barges regardless of the cause of any such delay.

2.15.3 The Contractor shall provide a total of two (2) tugboats with the equipment specified in these specifications, to perform the towing services of the Water Department as required on a continuous basis, 24 hour per day, seven days per week.

Each tugboat shall be capable of being fully operational in all respects with any of the barges described herein or acquired or rented by the City during the contract, renewal or extension period.

2.16 DISPATCHER SERVICE

2.16.1 The Contractor shall provide City with a twenty-four (24) hour per day dispatcher service for receipt of notice for towage, line handling and/or Tankerman loading/unloading requirements.

City shall provide a weekly schedule of loadings at the Northeast Plant and unloadings at the BRC. This schedule will be provided in advance to the Contractor for the following one (1) week on a Saturday through Friday basis. Contractor shall then dispatch designated tug boat so as to be at the Loading Terminal or the Receiving Terminal not less than one-half hour (30 minutes) before the scheduled departure time from the Terminal.

The Contractor shall allow one (1) hour lay time commencing one-half hour before the scheduled departure time (time at berth waiting for the barge to complete loading or unloading, as the case may be, and/or preparation for departing the terminal) shall be allowed.

2.16.2 City and Contractor acknowledge that there may be substantial time in the course of each day or each week when the sludge barge or barges may be idle at dock or berth. Loading and/or unloading operations and trips and transits will be scheduled for the convenience of the City and to meet its needs in the operation of the Northeast Plant and the BRC. Except as otherwise provided for herein, during times the barges are idle at dock or berth, tugboats will not standby nor will barges be manned or crewed.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 36 75 |
| | FIRM NAME (Must be filled in) | | |

2.17 DESIGNATION OF TUG BOATS

2.17.1 Contractor shall, with his Qualification Statement (Section 1.10), designate no fewer than two (2) tugboats that shall be used to provide the towage services required under this Contract. Each tugboat so designated shall meet the minimum criteria and characteristics and shall be capable of performing the towage in the manner required hereunder. Contractor may designate not more than two (2) other additional tugboats as alternates that may be used as temporary replacements for the originally designated tug boats. Such alternate tug boat(s) shall each satisfy the minimum characteristics and requirements for performing the towage service hereunder.

2.17.2 City shall have the right to approve, at its sole option or discretion; any and all tugboats designated as primary or alternate tugboats. Neither the granting of nor the refusal to approve of any tugboat designated by Contractor shall impose any liability on City. Contractor shall remain alone and solely liable and responsible for his tugboats, their condition, use and operation.

2.18 SUBSTITUTION OF DESIGNATED TUG BOATS

2.18.1 The tug boats designated 2.17.1 shall be used for all towage services hereunder, except in case of an emergency, no tugboat that has not been previously approved by the City shall be used to render towage services. If neither of the two designated and neither of the two alternate tug boats will be available, Contractor may use a substitute tug boat on a temporary basis, provided that Contractor obtains the consent of City in writing in advance of such substitution.

Contractor shall, when it seeks to obtain approval for any temporary or permanent substitution of tug boats, submit the request in writing and shall provide a complete description of the proposed substitute tug boat, including but not limited to, the name, official number, length, breadth, depth, loaded or deep draft, propulsion, engine power (brake and shaft horsepower), make up and number of crew, type of steering and engine controls, wheel house height of eye, data of construction, identity of builder and place and any other information reasonably necessary to evaluate the suitability of the substitution and whether the tug substitution request should be approved.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 37 75 |
| | | FIRM NAME (Must be filled in) | |

2.18.2 Notwithstanding approval by City, nothing herein shall be construed as modifying or altering in any way the relationship of the parties and City's reliance upon the expertise, knowledge and experience of Contractor to perform the service and to provide the towing equipment and tugs necessary to permit Contractor to perform his services hereunder.

2.19 OPERATING BARGES

2.19.1 MANAGEMENT AND OPERATION OF BARGES

2.19.1.1 Contractor shall manage and operate the sludge barges in the sludge transportation operation using its own management, supervisory and operating personnel. The scope of the duties undertaken shall include the overall possession, care, custody, control, operation and routine maintenance and repair of the barges and their machinery, equipment, pumps, valves, piping, cranes, hoses, and all other equipment and/or appurtenances necessary to the operation of the barges to transport the sludge as intended.

2.19.1.2 Contractor shall employ a sufficient number of qualified, trained and documented Tankermen so as to man the barges during all loading and unloading operations. The qualified Tankerman should also be available at the request of the City for testing the equipment on the barges, the piers, and/or any of the equipment related to the loading or unloading of sludge. At other times, including but not limited to those when the barge is idle at berth, the barges shall be unmanned and shall be within the care, custody and control of Contractor and Contractor's tug boats and tug boat crews.

All operations shall conform to and comply with the O&M Manual provided by the barge builder unless otherwise directed by the City Engineer.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 38 75 |
| | | FIRM NAME (Must be filled in) | |

2.20 MAINTENANCE AND REPAIR

2.20.1 Scheduled Maintenance for Barges, Fendering System, Cranes & Gangways:

Contractor shall be responsible for performing all scheduled maintenance of the sludge barges. Scheduled maintenance shall include all maintenance' work other than that described as corrective in 2.20.3 below. The scheduled maintenance duties shall be performed by the Contractor. At the beginning of each month, the City shall issue a list of scheduled maintenance tasks to the Contractor to be fulfilled during that month. The completed scheduled maintenance work order shall be submitted to the City as part of the monthly invoice. If the report for that particular month has not been completed, payment for the entire scheduled maintenance service shall be withheld until it has been completed and submitted to the satisfaction of the City. Attachment "A" is a typical list of items covered under the Contractor's scheduled maintenance duties and is attached and provided for reference only. The actual monthly list will be generated by the City and submitted to the Contractor. The City reserves the right to make additions or deletions to the items covered by the scheduled maintenance requirements at no additional cost to the City. The Contractor shall take a proactive approach toward scheduled maintenance by bringing to the attention of the City any items that it observes or otherwise determines should be part of the scheduled maintenance program. No additional payment shall be due the Contractor for such items. The Contractor is explicitly required to inform the Plant Engineer or other appropriate personnel immediately when a problem is observed, in addition to recording the problem on the PM form. This requirement applies regardless of whether or not the situation is within the scope of the routine inspection and scheduled maintenance items. Similarly, the Contractor is specifically required to notify the Plant Engineer or other appropriate personnel of damage that is caused by the Contractor. This includes damage to the barges, piers or related equipment, and equipment owned or operated by others.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 39 75 |
| | | FIRM NAME (Must be filled in) | |

Scheduled maintenance shall include but not be limited to: normal and routine painting and coating of each barge's exposed hull and superstructure (not less than once per year), normal lubrication maintenance, cleaning of all machinery, pumps, piping, valves, tanks, cranes, safety and navigational equipment, gaskets, manholes, fittings and appurtenances; and such other tasks, functions and services as described in the O&M Manual or as may be necessary for the routine upkeep and consistent and dependable operation of the sludge barges. Contractor shall provide all parts, grease, paint and other supplies required for scheduled maintenance. Painting of barge exposed hull and superstructure will be performed only if established as needed by City and must be marine grade equal to Amercoat paint. Scheduled maintenance also includes any damage caused by the Contractor to the barges and related facilities, whether or not they are normally maintained by him. All supplies, materials and parts shall be suited for marine use. Replacement or repairs of broken parts should be completed in a timely manner.

Inspection:

As part of the scheduled maintenance requirement of this contract, the Contractor is specifically required to perform the inspection of the entire systems of the following pier-mounted equipment located at the NEWPCP and BRC: (a) the entire fendering system (including fenders and anchorages) between the barges and the pier, and (b) the gangways at each pier. Any deficiencies found are to be documented and brought to the attention of the NE Plant.

Maintenance and Replacement:

Also as part of the scheduled maintenance requirement of this contract, the Contractor is responsible for the maintenance and replacement of certain components. The Contractor shall replace any fendering system component that shows damage, excessive wear and/or deterioration such as, but not limited to cables, thimbles, shackles, chain, tires, etc during routine use. Specifically excluded from this requirement is the replacement of the interior of the fender and anchorages to the pier, except in the case of Contractor negligence.

The Contractor shall maintain the gangways at the NE and BRC piers by performing routine maintenance functions such as tightening bolts, lubricating components, etc.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 40 75 |
| | | FIRM NAME (Must be filled in) | |

The Contractor shall be required to replace cables that are not suitable for use because they are worn, tangled, rusted, kinked, etc. Contractor shall replace gangway casters as necessary.

Should replacement of a fender or gangway become necessary due to complete loss attributable to the Contractor's carelessness or failure to perform scheduled maintenance, Contractor shall bear all replacement costs. Inspection and evaluation shall be performed on the fendering system at least twice during the initial contract, at least twice during each renewal period and at least once during any 3-month extension. Inspection should be made no more than 8 months apart. The Contractor is responsible for performing additional inspections, maintenance and replacement of components identified within this paragraph as necessary after storms, floods, ice, collision, etc.

- 2.20.2 To the extent Contractor deems appropriate, the tankermen and the crew or crews of the tug boat may provide scheduled and corrective maintenance services under Contractor's supervision, provided that they are competent to do so.
- 2.20.3 Corrective maintenance that is generally not required to be paid for as part of the monthly maintenance fee is defined and limited to the following: confined space entry, drydocking, tank cleaning, hull bottom preparation and painting or coating and cathodic protection, if any; structural changes modifications, alterations and/or repairs not specified as scheduled, special interior tank coatings, if any; repairs required because of casualty or accident; towage to and/or from repair facilities or drydock facilities; ship builder or equipment manufacturers' warranty items and warranty claims. All the work described in this Section shall be referred to collectively hereinafter as "corrective maintenance". Contractor shall be paid separately and in addition to the monthly maintenance charge and towage charges, except that Contractor shall bear the cost of all such corrective maintenance (including all related costs such as drydock, towage service and increased insurance costs) caused by the fault, negligence breach of contract or breach of duty of Contractor or its Agents.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 41 75 |
| | | FIRM NAME (Must be filled in) | |

2.20.4 **20540 008 000**

Corrective Maintenance, except in the case of an emergency to save life or to preserve and protect property, or to prevent spillage and environmental impact may only be performed after a report detailing the reason, need and cost is submitted and approved in writing by City. City reserves the right to have corrective maintenance work performed itself or through other contractors. Contractor shall provide all necessary support to the City to schedule and carry out corrective maintenance work. Should City elect to have Contractor perform corrective maintenance work, Contractor shall be paid no more than Contractor's actual cost plus 15% for profit, overhead and administrative expenses, to be supported by invoices and/or other documentation that may be deemed necessary to account for billed items.

2.21 **DESCRIPTION OF THE SLUDGE CARGO**

- 2.21.1 The cargo to be transported is the wastewater sludge produced during the routine operation of City's Northeast Wastewater Treatment Plant, sometimes referred to as the Northeast Water Pollution Control Plant or NEWPCP.
- 2.21.2 The sludge is anaerobically digested municipal wastewater sludge. It consists of approximately two (2) to five (5) percent solids by weight and has a bulk density of approximately eight and six-tenths (8.6) pounds per gallon. The sludge generally has a neutral pH value but may contain or emit small quantities of various gases. The U.S. Coast Guard has classed the sludge as non-hazardous. Contractor shall nevertheless handle the sludge cargo with proper care having due regard to its properties and its content and constituents and the prohibition against pollution of the waters of the United States and of the waters of the Commonwealth of Pennsylvania. In addition, Contractor shall specifically prohibit smoking on the barges or at the docking facilities and shall prominently post durable signs to that effect.
- 2.21.3 Contractor shall familiarize himself with any other characteristics and constituents of the wastewater sludge as may be necessary or appropriate to properly handle and transport the sludge. Notwithstanding the foregoing, to the extent that any permit, license or approval is required to generate, store, load, transport, unload, treat, process and/or dispose of the sludge, City shall be responsible for obtaining such permit, license or approval.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 42 75 |
| | | FIRM NAME (Must be filled in) | |

Nothing herein shall relieve Contractor of its responsibility for the performance of its duties under this Contract.

2.22 TANK CLEANING

- 2.22.1 As part of the Contractor's Corrective Maintenance duties, for each barge, Contractor shall clean all of the cargo tanks of sludge and sludge residues upon request by the City. **The City shall reimburse the Contractor for the tank cleaning services in accordance with the provisions of paragraph 2.20.4. The Contractor shall pay for all tank cleaning services required, including labor, vector truck travel time and mileage, etc. The City shall approve the cleaning schedule.** The Contractor shall hire enough equipment and personnel so that the barge is not out of service more than ten (10) calendar days for the performance of tank cleaning services. **All tank cleaning work and entry of personnel into any void space, tank or other potentially hazardous location shall be performed in accordance with all applicable local, state and federal safety and environmental laws and regulations, including OSHA and maritime laws.** Contractor shall continue to provide loading, towing and unloading services for the barge that is not undergoing cleaning, so that there is no interruption or upset of the City's hauling schedule, at no additional cost. The contractor shall cooperate with the City in scheduling tank cleaning work to allow the City to perform any maintenance activities after the tanks have been cleaned. Tanks shall be cleaned sufficiently to allow City or/or Contractor and/or subcontracted personnel to enter tanks and work without encountering sludge, debris or hazardous conditions. The estimated cost of tank cleaning shall be approved by the city in advance of cleaning. The material removed from the cargo tanks shall be discharged to a designated location within the City limits. The City shall accept the material at no charge to the Contractor. Weigh scale tickets or other requested documentation shall be provided to the City. Within one month of the completion of tank cleaning, the Contractor shall submit a report with photographs and descriptions of the cleaned tanks. Note that tank cleaning, the Contractor shall submit a report with photographs and descriptions of the cleaned tanks. Note that tank cleaning that is required to effect repairs and/or inspections because of damage or negligence caused by the Contractor or is payable by the Contractor's insurance will not be paid for by the City.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 43 75 |
| | | FIRM NAME (Must be filled in) | |

2.22.2 All sludge and sludge residues remaining in the tanks, including all sludge wash residues, after cleaning, shall be discharged to a location designated by the City.

2.22.3 Contractor shall be required to keep the decks and other surfaces of the barges clean and free from sludge, sludge residues, greases and/or oils and sludge odors to the extent practicable and shall promptly clean up any spills that may occur.

2.23 LOADING AND UNLOADING

2.23.1 Contractor's Tankermen shall be trained and qualified to operate the pumping and valve systems of the barges.

2.23.2 To the extent necessary the Tankermen assigned to the loading or unloading operation shall take and record all tank gauges, ullages and all necessary information indicated on Tankermen log sheet. The log sheet shall include at a minimum the following: ullage (actual or estimated), barge name, date, facility, time on board, time hooked up, starting time and completion time of load and discharge, starting draft and finish draft, volume loaded and volume pumped, crane hours used, time barge disconnected, scheduled maintenance and corrective maintenance items accomplished, tank sounding data for volume verification and Tankermen signatures.

2.23.3 Except in unusual circumstances, shore power hook up shall be used to provide power for the sludge barges' machinery, motors and pumps. All hoses shall remain fixed dockside and connection to barge manifold shall be performed by the Tankermen on duty.

2.23.4 Contractor shall not be assessed charges for use of the berth or docking facilities at the Loading or Receiving Terminals. If the barges are required to dock or moor at another facility through no fault of Contractor, then in such event City shall be responsible for payment of all wharfage, dockage or other actual costs or actual charges so incurred plus 15% for Contractor's overhead, profit and administrative expenses. If such use of alternate facilities is caused by the fault of Contractor or by Contractor's breach of this contract, then the costs shall be borne by Contractor. In no situation should the location of an alternate docking/mooring facility interfere with the plant's operation or process requirements.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 44 75 |
| | FIRM NAME (Must be filled in) | | |

During the course of this contract or a renewal or extension, it is highly likely that the City will be performing upgrades and major maintenance to one or more of the piers. To the extent possible, the City shall inform the Contractor about scheduling and phasing of work at the pier(s). Both barges are expected to undergo major rehabilitation and upgrades during the contract and/or renewal period(s). The Contractor is hereby informed that during certain work at the pier and on the barges, Contractor may need to adjust the loading, towing and/or unloading schedule at the request of the City. Contractor shall not be due any additional payments as a result of or related to the scheduling of Contractor's operations under this contract in conjunction with work at the pier(s) or on the barges.

- 2.23.5 Contractor shall provide for all services required to moor the barges at the Loading and the Receiving Terminals, including to the extent necessary, line handlers or other personnel needed to secure the barges.
- 2.23.6 All sludge loading and discharging procedures shall be carried out in conformity with the procedures and sequences established by the engineers and naval architect, as more fully described by the O&M Manual, as the "Sludge Loading and Discharge Sequence and Procedure" by the Contracts Manager.
- 2.23.7 The Tankerman assigned to oversee the loading and/or unloading operation shall be in overall charge of the operation. He shall coordinate his actions with the City employee in charge of the Loading and Receiving Terminal by cellular telephone, dispatcher or radio or any other means of effective communication that the City determines will facilitate the success of the operation.
- 2.23.8 City shall be responsible for maintenance of all shore side loading and unloading facilities, except for parts of the fendering system and gangways as described in paragraph 2.20.1. The parts of the fendering system and gangways described in paragraph 2.20.1 shall be the responsibility of the Contractor. Contractor shall be responsible for determining that there is sufficient water depth available at the loading and receiving terminals and shall, if necessary to assure that the barges shall be always afloat at all stages and times of tide or river depth, limit the cargo to be loaded or carried.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 45 75 |
| | | FIRM NAME (Must be filled in) | |

Contractor shall notify City of any conditions at the loading or delivery berths including silting or other conditions that may limit the available water depth. Contractor shall report to the City any docking/berthing problems, e.g., fender performance, cleat and/or dock reliability including valves and indicate information on daily tankermen sheets. City shall be responsible for maintaining the berths at the Loading and Receiving Terminals, including dredging that is necessary to maintain the available water depth. Notwithstanding the foregoing, City shall not warrant a safe berth or a safe port to or for Contractor. The only penalty that the City shall suffer shall be to pay the full trip towage fee for a reduced load of sludge.

At the specific option and request of the City, the City may request the Contractor to make specific repairs to the specialized portions of the shore side loading and unloading facilities. Such repairs, if requested by the City shall be carried out in a workman-like manner and be fully suited for the required use. They will be paid for in the same manner as Corrective Maintenance described in paragraph 2.20.4.

2.23.9 Contractor shall be responsible for loading and unloading operations between the barge and the shore. The City will not provide assistance at the pier or barge and the shore. The City will not provide assistance at the pier or barge to assist in the loading and/or unloading. The Contractor shall be responsible for hose connections and operating valves on the barge as well as the valves on and in the immediate vicinity of the piers. Before starting each loading operation and upon the completion of each unloading operation, the tankerman shall check the settings of all devices pertaining to the loading and unloading systems. The tankerman shall be responsible for opening and closing all appropriate valves to facilitate loading and unloading sludge and upon completion of loading and unloading, draining the piping system and retuning valves, selector switches and other equipment to the correct positions. The contractor shall submit with their bid, for the City's approval, a Standard Operating Procedure that will be implemented by the Contractor, which demonstrates that the Contractor understands the loading and unloading processes.

In the event that the loading or unloading operation is interrupted and/or the tankerman must leave the barge or pier for any reason pumping must be curtailed, and the equipment properly shut down.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 46 75 |
| | | FIRM NAME (Must be filled in) | |

Prior to the resumption of pumping, the tankerman shall recheck all equipment setting. Equipment and devices that must be checked include but are not limited to: the position of valves on the barges and the pier setting of control and selector switches, crane and gangway positions, etc. See O & M Manual for details.

- 2.23.10 Contractor shall take all precautions relating to the tug/barge unit and all appurtenances thereto (e.g., hoses) necessary to prevent any spilling or release of sludge during loading and unloading and at all times while in transit or awaiting transit. The Contractor shall be responsible for any spill or release that may occur. The contractor at their expense shall immediately clean any spills.

The Contractor's spill plan described in paragraph 1.10.2.6 shall be implemented. During loading and unloading operations and transport, Contractor shall be responsible for any spill or release that may occur. See O & M Manual for details. The Contractor shall be responsible for the payment of any fines or other penalties that are assessed the City for any spills caused by the negligence of their employee(s) or other hired personnel.

2.24 DRYDOCKING (GENERAL)

- 2.24.1 City shall have the option, at least once (but not more often than once in every twelve (12) months, in the absence of an emergency) during the term of this Contract, to have each barge brought into drydock for complete survey and inspection and for the purpose of effecting all repairs that may be required and for the purpose of painting the hull and performance of bottom maintenance. Contractor shall not receive any compensation for lost revenues by reason of the barge or barges being out of service during such period. Contractor shall assign one of its regular personnel who is familiar with the barges, this contract and its requirements, and the work being performed, to be present at the drydock while the barge(s) are at the drydock to document and photograph the work that is occurring. Contractor shall oversee and ensure that all work performed at the drydock will preserve the American Bureau of Shipping (ABS) classification or certification. Contractor shall not allow any work to occur that will jeopardize or negate the ABS classification or certification.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 47 75 |
| | | FIRM NAME (Must be filled in) | |

Contractor shall notify the City immediately of any situation or work that does occur at drydock that has the possibility of jeopardizing the ABS classification or certification. Contractor may, at his option and expense, appoint an additional surveyor or inspector to participate in or to jointly survey and inspect the barge or barges during such drydocking.

2.25 PERIODIC DRYDOCKING OF BARGES (DETAILS)

2.25.1 City shall request Contractor to arrange and provide drydocking of the barges at the City's expenses. As part of the drydocking, the bottoms of the barges shall be cleaned and painted, and all overhaul and corrective maintenance work requested by the City shall be performed. Drydocking shall occur not more than once in twelve (12) months except in the case of an emergency.

Contractor shall assist the City in making arrangements for drydocking to occur at any port or place in the range from Chesapeake Bay (inclusive of Norfolk, Virginia) to Portland, Maine. The City shall request from the Contractor the Contractor's firm calculation for the expense of towing and additional insurance (if any), assist tug and/or pilot expenses. The City shall evaluate the Contractor's cost breakdown for each potential drydock location and evaluate it in conjunction with the Contractor's expense of towing and additional insurance (if any), the docking fee, the estimated cost of all known needed corrective work, the total cost of all aspects of the drydocking. The scheduling constraints for each drydock location and the total time that the barge will not be available to the City for routine sludge transportation will also be evaluated by the City. The City shall decide which drydocking proposal it will accept. Upon notice by the City, the Contractor shall clean all of the cargo tanks at the City's expense under the provisions of 2.20.1, 2.20.4 and 2.22. All other costs and expenses incidental to the drydocking, including the costs for towing, pilotage and other related expenses, the cost of the drydocking itself and the work performed at the drydock shall be paid for by the Contractor and reimbursed by the City in the amount of the Contractor's expense plus 15% for overhead, administration and profit. Full documentation shall be provided. Contractor shall invoice the City under the provisions of 2.20.4.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 48 75 |
| | | FIRM NAME (Must be filled in) | |

Contractor shall bear the cost of scheduled maintenance and repairs, if any, at the Contractor's option, done for the convenience of the Contractor at the drydocking.

Such scheduled and maintenance work shall be documented but not included in the cost charged to the City. The Contractor shall provide complete documentation pertaining to the services performed at the drydocking. During the entire time that one barge is out of service for drydocking or in transit, the other barge must remain in service at all times. No additional payment shall be provided to Contractor for complying with the City's loading, transportation and unloading schedules.

2.25.2 The provisions of the drydocking requirement assume that the Contractor is not responsible pursuant to Section 2.20.3 for the costs of corrective maintenance work. In such cases, the Contractor shall be paid in accordance with the provisions of Section 2.20.4. If Contractor is responsible for non-routine work, Contractor assumes all costs for work required to correct any breach of contract pursuant to Section 2.20.3.

The contractor must furnish the necessary labor, materials, services and equipment to accomplish any schedule repair work called by the dry-docking specifications. This may include sandblasting, painting of the cargo tanks, voids, hull, deck of the vessels, steel work, welding, assistance for ABS inspection and audio gage reading .

If the City called for barge pump wells to be painted, the contractor must carefully disconnect the pump(s) electrical connections and use the guide wires to remove the pumps. At the completion of the job, pumps shall properly be reinstalled. Any lost or damaged name tags or other hardware shall be the sole responsibility of the contractor. Megger Readings must be taken before removing the pumps and after completion of the job.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 49 75 |
| | | FIRM NAME (Must be filled in) | |

If within one (1) year from and after completion of the repairs, any defect in the vessel or pumps should be discovered due to the fact that the repairs were performed by the use of inferior workmanship or materials or failure to abide by the specifications (other than defects due to wear and tear, or exclusively to negligence or improper acts of the Owner or crew of the vessel) the contractor shall, as quickly as possible after being advised of such defect, correct, replace or repair such defect at his own expense at his place of business; provided however, that if in the Owner's opinion the vessel cannot be conveniently brought to the contractors' place of business the contractor shall pay to the Owner a sum equal to that which the contractor would have charged a repair customer for like repairs or replacements at its work area.

Note: During this 4 year contract term, no dry-docking should be on schedule unless emergency circumstances requires.

2.26 COMPENSATION, DEMURRAGE, DETENTION

- 2.26.1 It is estimated that Contractor shall perform twelve (12) one-way trips per week.
- 2.26.2 Contractor shall, in his bid, set forth the basic towage trip rate, which shall be stated in a flat dollar charge for each one-way transit, either from the Loading Terminal to the Receiving Terminal or from the Receiving Terminal to the Loading Terminal. The rate shall be quoted as the same whether for upriver empty transit or downriver loaded transit. The single rate shall apply regardless of when the trip is ordered or performed.
- 2.26.3 Contractor will have to take into account time lost for routine operational upkeep and maintenance of the sludge barges and the machinery and equipment on the barges as well as the routine operational upkeep and maintenance of the Northeast Plant and the BRC in his scheduling and service needs. Contractor shall coordinate such scheduled in conjunction with the operations and needs of the equipment and towing vessels as well as the production, loading, receiving and processing facilities.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 50 75 |
| | | FIRM NAME (Must be filled in) | |

2.27 PAYMENT SCHEDULE

Contractor shall invoice City on a monthly basis for monthly scheduled maintenance, corrective maintenance costs and for towage services for each one-way trip actually performed. The monthly invoices shall include all credits for delay, and shall document the basis for the same. Contractor shall submit an itemized list to describe all scheduled maintenance and corrective maintenance work.

2.28 REQUIREMENT FOR PROMPT SERVICE

The Contractor shall provide prompt service in accordance with the weekly schedule. Notwithstanding the schedule, the Contractor must be capable of making a round trip (loading terminal to receiving terminal and return to loading terminal) taking no more than 24 hours regardless of whether there are one or two barges in active service. In the event that a round trip takes longer than 24 hours and the schedule requires a shorter turn-around time, the provisions of Force Majeure paragraphs 4.10.2, 4.10.2.1 and 4.10.2.2 shall govern whether or not the City is entitled to assess a penalty on the Contractor for failing to provide prompt service.

If the conditions of the aforementioned Force Majeure paragraphs are not applicable, the penalty for not providing prompt service shall be levied at the rate of \$100 per hour after the maximum allowable 24 hour turn-around time and until both barges are at the correct locations, i.e., the empty barge is at the loading terminal and the full barge is at the receiving terminal.

2.29 DEVIATION; SAFETY OF LIFE

Notwithstanding Contractor's obligation to make each trip with dispatch and in the most direct water route reasonably available, in providing the towage service hereunder, Contractor may operate without pilots and may go to or render assistance to vessels or persons in distress and may deviate from the normal navigational route or waters for the purpose of saving life or property. In such instances, the Contractor shall continue to ensure that the barge(s) shall lie safely afloat at any stage or time of tide.

2.30 DELIVER TO: NORTHEAST WATER POLLUTION CONTROL PLANT
3899 RICHMOND STREET
PHILADELPHIA, PA 19137
PHONE: (215) 685-1306
FAX: (215) 288-3412

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 51 75 |
| | | FIRM NAME (Must be filled in) | |

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION

- 3.1.1 Bid will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.
- 3.1.3 Bids which are determined to be non-responsive for reasons of:
- (i) improper bid security
 - (ii) improper bid execution
 - (iii) incompleteness
 - (iv) offering counter terms and conditions
 - (v) improper or incomplete execution of OEO documents (if applicable)

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

- 3.1.4 Bidders whose bids are determined to be non-responsible for reasons of bidder qualification shall be notified by the City of the reasons for the determination and may contest the finding of non-responsibility through the prescribed procedures described in paragraph 9 of "Terms and Conditions of Bidding and Contract".

3.2 AWARD

- 3.2.1 This Invitation and Bid shall be awarded as a whole to the lowest responsive, responsible bidder, based on the total of the following monthly transportation and scheduled maintenance costs for a 12 month period.

Corrective maintenance costs are not to be included in this calculation. Note that the scheduled maintenance costs incurred by the Contractor may vary from month to month, based on the actual work required within the scope of this specification and subsequent work orders issued by the City. The Contractor is to submit its average cost figure for scheduled maintenance work for the purpose of calculating the bid.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 52 75 |
| | | FIRM NAME (Must be filled in) | |

The scheduled maintenance cost submitted and used in calculating the bid shall be the figure that the Contractor is entitled to charge the City on a monthly basis throughout the contract renewal or extension term. The monthly maintenance fee will be adjusted during renewal or extension periods in accordance with the provisions of this specification.

3.2.1.1 One-way trip between Northeast and BRC (traveling North or South):

Cost per trip x 52 trips per month

PLUS

3.2.1.2 Monthly scheduled maintenance cost

PLUS

3.2.1.3 Fuel cost for one trip x 52 trips per month

3.2.1.4 TOTAL MONTHLY CHARGE is the total of the trip rate (5.1.1) plus the cost of fuel for a month (5.1.2), plus the monthly scheduled maintenance fee (5.1.3).

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

3.2.3 **PERFORMANCE SECURITY and PAYMENT BOND**

If the total award amount exceeds \$500,000, the Master Performance Security does not apply. Upon notification of award, the City will require the successful vendor to provide an individual Performance Bond in the amount of 100% of the contract award as specified in the Letter of Award. For any subsequent renewal periods, Sections 1.3.1 and 1.3.2 shall apply.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 53 75 |
| | | FIRM NAME (Must be filled in) | |

3.3 INSURANCE

- 3.3.1 Contractor shall procure and maintain at its cost and expense, during the entire period of the Agreement (including any applicable warranty and/or renewal periods) the types of insurance specified below. All insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed until the required evidence of insurance has been furnished. If Contractor fails to obtain or maintain the required insurance, the City shall have the right to treat such failure as a material breach of contract and to exercise all appropriate rights and remedies. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed.
- 3.3.2 The City of Philadelphia, its officers, employees and agents are to be named as additional insured on all policies required hereunder, except the Workers' Compensation and Employers' Liability. Also, an endorsement is required stating that the coverage afforded these parties as additional insured shall be primary coverage.
- 3.3.3 The insurance required and the limits of coverage of the Comprehensive General Liability Insurance, Marine Hull and Machinery and Marine Protection and Indemnity Insurance, inclusive of (as to the tug boats) Tower's Liability coverage, and as to all vessels, Marine Pollution Liability coverage, Worker's Compensation, inclusive of Other States Coverage and Longshoremen's and Harbor Worker's Compensation Insurance and Automobile Liability Insurance, shall be not less than the following:
- 3.3.3.1 Comprehensive General Liability Insurance
- (a) Limit of Liability: \$5,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 54 75 |
| | | FIRM NAME (Must be filled in) | |

(b) Coverage: Premises operation; Blanket contractual liability; Personal injury liability; products and completed; Independent Contractors; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability.

(c) The limits required hereunder may be fulfilled by combining the primary General Liability limits with an Umbrella/Excess Liability policy(ies).

3.3.3.2 Marine Hull and Machinery and Protection and Indemnity Liability Insurance

(a) Marine Hull and Machinery coverage for physical loss of or damage to the Contractor's assigned or designated watercraft, including the tugs and barges ("all vessels") used to complete services pursuant to this Agreement, for the full amount of the Contract for construction or the full replacement value of the vessel, whichever is greater.

(b) Marine Protection and Indemnity coverage, including but not limited to Collision, Tower's Liability and Pollution Liability covering all tug boats and barges ("all vessels") provided for Contractor's assigned or designated vessels, with a \$10,000,000 each occurrence limit of liability.

3.3.3.3 Worker's Compensation and Employer's Liability Insurance (Other States Coverage), including Longshoremens and Harbor Worker's Compensation Insurance ("LHWCI").

(a) Worker's Compensation:
Statutory Minimum
All States Endorsement including, Pennsylvania.

(b) LHWCI Insurance:
Statutory Minimum

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 55 75 |
| | | FIRM NAME (Must be filled in) | |

- (c) Employer's Liability: \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.

NOTE: To avoid potential conflicts between and among insurers or gaps in coverage, it is preferred that the Marine Hull and P & I Insurance coverages be provided through the same Insurer and that the Worker's Compensation, LHWCI, and Employer's Liability (other than Marine Protection & Indemnity) be provide through the same insurer.

3.3.3.4 Automobile 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 and hired vehicles.

3.3.3.5 All of the liability insurance policies for the sludge barges, The Resource and The Recycler shall include City as an additional insured. All deductibles shall be for the Contractor's account. Hull and Machinery insurance deductible for The Resource and The Recycler shall not be in excess of \$10,000. The policies issued pursuant to this Contract shall waive all subrogation rights as to the City.

3.3.3.6 Evidence that all of the liability insurance policies and coverages have been obtained, and extended to the City and are in effect shall be furnished to City before a Notice to Proceed is issued and before the Contractor may begin to provide any of the services hereunder.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 56 75 |
| | | FIRM NAME (Must be filled in) | |

- 3.3.3.7 The Hull and Machinery Insurance extended to cover the sludge barges shall designate and acknowledge that City is the owner of the barges and that its interest as owner of each barge shall not be subject to the interests, if any, of the Contractor. City's interest and the coverage afforded to it as such shall be for the full replacement value of each barge, as specified hereunder, and shall not be subject to diminution by or to the extent of any interest, no matter how substantial and/or insurable, of the Contractor. Any loss payable claims in the Hull and Machinery policy covering the sludge barges shall specifically identify City as the loss payee thereunder.
- 3.3.3.8 Contractor shall keep and maintain all required insurance coverages in effect at all times during the pendency of and for the full term of this Contract or of any extensions of the Contract. Contractor shall not permit the insurance required hereunder to lapse, expire, be suspended, impaired or otherwise defeated and will not permit the towage of either The Resource or The Recycler or the Recycler or the carriage of cargo by either of them without all required insurance being in effect.
- 3.3.3.9 The City, although an additional insured under all of the insurances required by this Contract, shall have no liability for the payment of premiums or for any assessments or other charges under any such policy. City shall have no liability for payment of any policy deductibles.
- 3.3.3.10 INDEMNIFICATION
- City shall have no responsibility or liability for any claim involving damage to or loss of any tug or for the loss of the sludge barges and City shall have no responsibility or liability for bodily injury, illness, disease, or death of any of Contractor's employees or other Agents, or the employees of any of Contractor's Agents.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 57 75 |
| | | FIRM NAME (Must be filled in) | |

In addition to any other indemnification provisions of this Contract, Contractor shall defend, indemnify and hold City, its officers, officials and employees harmless of and from any and all claims of any nature and kind, as follows:

- A. with respect to claims for personal injury, death or damage to property that may rise out of the performance by Contractor or its Agents of their duties hereunder and in any case where the claim arises out of the fault, neglect, breach of contract or breach duty of Contractor and/or its Agents; and

- B. with respect to claims required to be covered by any insurance provided for hereunder, including without limitation, the Marine P&I coverage and all other liability coverages, such duty shall be inclusive of claims based upon negligence (including but not limited to negligence of the City, its officials, agents and employees), unseaworthiness, strict or absolute liability or otherwise in tort, whether the claim is false, fraudulent or groundless. This duty to defend, indemnify and hold harmless shall be coextensive with Contractor's duty to provide liability insurance (inclusive of any applicable deductible with City as a named insured.)

Nothing herein shall be deemed to extend liability to Contractor for an injury, death or property damage where the claim is made solely on the basis of the nature and/or properties of the sewage sludge to be transported pursuant to this Contract, provided however, that Contractor shall not be relieved of or from liability of his duties under this Section 4.2.8 for his own fault, neglect, breach of contract or breach of duty.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 58 75 |
| | | FIRM NAME (Must be filled in) | |

SECTION 4: CONTRACT MANAGEMENT

4.1 City of Philadelphia Responsibility

4.1.1 The Water Department will be notified by Procurement of an award and will be provided with vendor, vendor contact(s) and applicable pricing. The Procurement Department shall then apply the requisition against the contract and issue a purchase order.

4.1.2 The Water Department is responsible for monitoring the services provided as described in the contract. If any problems arise, a letter should be sent to the vendor requesting resolution by a specified date. A copy should be sent to the buyer. If vendor does not resolve the breach of contract by the requested date the matter should be turned over to the buyer.

4.1.3 The City, through its duly authorized representatives, shall have the right to inspect and audit Contractor's books of account and other records at all reasonable times during normal business hours. Contractor shall retain such records for a period of three (3) years following the expiration or earlier termination of this contract (including any extension of renewal thereof) and shall make such records available to the City at a location in the City of Philadelphia.

4.1.4 Should adequate records not be available within the City of Philadelphia, then the additional cost of such audit, including all reasonable travel, food and lodging expenses incurred, shall, at the City's discretion, be borne by the Contractor.

4.15 ADD-ONS

The City reserves the right to add, delete or change services and locations, or to acquire other types of Sludge Barge Transport Services that the vendor can perform that are similar to, but not specifically called for, in this bid. The procedure for such acquisitions shall be as follows:

Procurement or the Water Department will obtain from the Vendor a letter (on his/her letterhead) detailing the services and pricing to be added. The letter shall include the bid number, bid schedule number and contract period and upon receipt and approval by the Procurement Department shall be made a part of the basic contract.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 59 75 |
| | | FIRM NAME (Must be filled in) | |

4.1.6 **INVOICES**

The successful bidder shall submit invoices after performance and acceptance of the services by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the information required by Section 4.19.

4.1.7 **PAYMENTS**

4.1.7.1 Paying the successful vendor is the responsibility of the Water Department not the Procurement Department. The successful vendor should bring any problems concerning payments to the attention of the appropriate Water Department designee. The name and number of the contact person is on the purchase order.

4.1.7.2 Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the "pay to."

4.1.8 No payment shall be made or become due hereunder except upon submission of bills and vouchers identifying the services for which payment is sought. All bills and vouchers must be submitted within thirty (30) days after performance of the services for which payment is sought, and shall be in such number and form and of such content, and accompanied by such supporting data as the Water Department may require. All payments will be processed and paid in accordance with the City's standard payment procedures. Any credit due hereunder may be applied against Contractor invoices with appropriate information attached.

4.2 **Vendor Responsibility**

4.2.1 Contractor may provide only services as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 60 75 |
| | | FIRM NAME (Must be filled in) | |

- 4.2.2 Contractor may provide **only** services at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).
- 4.2.3 Contractors may perform up to the limit of the purchase order and for the period as shown on the purchase order. Contractors are required to carefully monitor obligations against purchase orders and inform the Water Department of anticipated funding shortfalls.
- 4.2.4 In the event that the contractor receives an order for services not specifically priced and incorporated into the contract, they **must**:
- (i) bring this to the immediate attention of the Procurement Dept., and
 - (ii) notify the Water Department or designee in writing and refuse to perform.
- Should services be provided that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.
- 4.2.5 For performance of services, the Contractor shall honor and be paid for orders placed until the close of business of the date of the purchase order expiration.
- 4.2.6 Performance of services may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 61 75 |
| | | FIRM NAME (Must be filled in) | |

4.2.7 **ALLOCATION OF RISK**

Except as otherwise provided under this contract, it is intended hereby that all potential tort liabilities of City and its officials, officers and employees which may or could arise out of its ownership and out of the operation of the sludge barges be covered, to the extent of the limits of liability set forth in this contract, by appropriate insurance and that Contractor, in accepting and assuming the responsibility for the operation and towage of the barges and the transportation of the sludge as provided for hereunder, shall also assume and accept all of the potential liabilities and the responsibilities (including scheduled maintenance) for the sludge barges in like manner and for all intents and purposes as though Contractor were the owner of the sludge barges.

4.2.8 **LIMITATION OF LIABILITY**

- 4.2.8.1 In any dispute of claim by City against Contractor, Contractor waives its right, if any, to the benefit of the Limitation of Liability Acts as found in 46 USC 181 through 189 inclusive. This section shall not prohibit Contractor from seeking to invoke the benefit of the Limitation of Liability Acts as to claims by third parties.
- 4.2.8.2 Notwithstanding anything in the contract documents to the contrary, Contractor shall not be relieved of liability, in whole or in part, for any loss or damage caused by any breach of the contract or by any breach of Contractor's duties to the City as a tower or for towage services to City for the sludge barges.
- 4.2.8.3 City, as owner of the sludge barges, shall retain the full authority and right at all times and as respects any and all claims, including claims against City by Contractor, to invoke the benefits of the Limitation of Liability Acts, 46 USC 181 through 189 inclusive.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 62 75 |
| | | FIRM NAME (Must be filled in) | |

4.2.8.4 For purposes of this agreement, Contractor shall be deemed to have exclusive possession, custody and control of the unmanned barges and that, with respect to claims by third parties, Contractor may, if permitted by law, invoke the benefit of the Limitation of Liability Acts, 46 USC 181 through 189 inclusive, in respect of claims against the sludge barges, as appropriate whether based upon a claim(s) against the tug and tow as a unit or against the tow alone for its alleged fault or liability, provided however, that City alone shall retain the authority to decide or approve of the election to turn either barge over to the registry of the court unless City otherwise approves or agrees, Contractor may only invoke the Limitation of Liability statutes by filing an approved bond or other security with the Court.

4.3 LIENS, LIEN CLAIMS, RELEASES OF LIENS AND ARREST

4.3.1 Neither Contractor nor the master or crew of Contractor's tug or tugs shall have the right, power or authority to create; incur or permit any lien of whatsoever kind or nature to be placed or imposed on the sludge barges, except that which may be imposed by law for true salvage rendered by persons other than and not affiliated with the Contractor.

4.3.2 Contractor shall defend, indemnify and hold City and the sludge barges harmless of, from and against any and all liens, claims or liabilities of any nature asserted against the sludge barges that may arise out of the operations of the barges or out of any act or omission that may otherwise give rise to a lien or claim against the vessels. Should any process issue against either or both of the barges or should any lien or lien claim be asserted against them or either of them, Contractor shall forthwith cause the barge or barges to be released and the lien or liens to be discharged.

4.3.3 During the term of this Contract, Contractor shall cause a notice, worded as follows, to be prominently displayed on the deckhouse of each sludge barge:

This Barge (name and official Coast Guard number) is owned by the City of Philadelphia and is being operated by and under contract to the owner.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 63 75 |
| | | FIRM NAME (Must be filled in) | |

Neither the operator nor the Master of Operators; towing vessel nor any other person working on or assigned to the Barge or to the towing vessel has any right, power or authority to create, incur or permit to be imposed on this Barge, any liens of any kind, except bona fide salvage lien claims. A copy of the contract may be obtained from the operator or from the Water Department of the City of Philadelphia by any person who may have any business dealing with the Barge.

4.3.3.1 This notice shall also be reproduced and kept with the barge's documentation and shall be subject to review and inspection by any person having business with the barge.

4.4 **WAIVER OF LIENS**

4.4.1 Contractor shall have no lien upon either sludge barge whether the same may arise out of the rendering of towage services, or for services related to the operation, maintenance and/or repair of either of the barges. To the extent Contractors may have been entitled to assert such a lien Contractor does hereby expressly waive its right to assert such a lien or lien claim and does hereby release and forever discharge any such lien or lien claim.

4.5 **STATUS OF THE CONTRACTOR**

4.5.1 Contractor shall at all times and for all purposes under this Contract be an independent Contractor and not an employee of the City of Philadelphia. He shall be solely responsible for his own Agents, and shall exercise sole control over the method, manner and means of their performance of their duties.

4.5.2 The Captain of the tug or tugs shall prosecute each trip with dispatch, having due regard for the conditions of the river then prevailing or predicted, and shall safely operate and navigate the tug and care for the towed barge.

4.5.3 Notwithstanding the foregoing, if the Captain assigned to any designated tug or any crew member, or if the Tankermen assigned responsibility for loading and/or unloading the barges shall appear to City to be unable to perform their duties in a safe and satisfactory manner, then upon notice by City, Contractor shall take such action, including the replacement of the person objected to, as the circumstances warrant.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 64 75 |
| | | FIRM NAME (Must be filled in) | |

If the safety of either barge or of the life of any is on (Contractor, City or visitor) the environment or facilities is threatened, Contractor shall immediately suspend an employee responsible for such conduct pending a full investigation of the circumstances by Contractor.

4.6 STATUS OF THE BARGES

4.6.1 Contractor shall be fully responsible for the management, operation and navigation of the barges while under tow and shall be fully responsible for management, operation, and scheduled maintenance as herein described. Notwithstanding any other provision of the Contract, nothing herein shall be construed as demise or bareboat charter of the sludge barges to Contractor, and Contractor shall have no property interest in or a lien upon either barge under any circumstances. Neither the management, operation and maintenance services nor the towage services rendered or to be rendered hereunder shall give rise to or create a lien or claim by Contractor against the sludge barges. Contractor acknowledges that the services and supplies, if any, to be rendered hereunder are not based upon the barges but upon the credit of City only.

4.7 RIGHT OF INSPECTION

4.7.1 City shall retain the right to board the sludge barges at any time for the purpose of inspecting them to assure Contractor's compliance with his obligation hereunder. Any delay caused by such inspections shall be at the time and expense of City. Contractor or Agents need not be present. Keys to all locks are to be made available to City Engineer. Upon expiration or termination of the contract, Contractor shall turn over to the City all keys to city-owned locks. This includes all keys on the barges, docks, gates, etc.

4.7.2 The City shall have the right to inspect and inventory any supplies or parts that are owned by the City and stored by the Contractor during normal business hours.

4.7.3 If any such inspection reveals that Contractor has failed to perform his duties of scheduled maintenance or if such inspection otherwise reveals the need for or repairs, regardless of the cause, City shall have the right to order that such maintenance and/or repairs be made at no additional cost to the City.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 65 75 |
| | | FIRM NAME (Must be filled in) | |

4.8 DELIVERY SURVEY

4.8.1 City will make The Resource and The Recycler available for full inspection and survey at the Contractor's option, responsibility and expense. Such inspection may include drydocking and bottom inspection and in the absence of any incident or event occurring after the drydocking, the results of this inspection and survey shall be conclusive as to the condition of the barges upon delivery to Contractor and Contractor's acceptance thereof at the Loading Terminal and the Receiving Terminal. Inspection shall be scheduled such that one barge is available for use by the City at all times.

4.9 REDELIVERY SURVEY

4.9.1 Upon the termination of this Contract for any reason, whether with or without cause and whether or not at the normal expiration date, both barges shall be returned to or redelivered to City in the same good order and condition as when turned over to Contractor, subject only to ordinary wear and tear. It is understood that ordinary wear and tear does not permit damage or deterioration which would be prevented by following proper practices of good seamanship and workmanlike performance in the operation and maintenance of the barges by the Contractor.

4.9.2 Upon such return or redelivery of the barge or barges, acceptance of the barge or barges is subject to complete inspection and survey by qualified marine surveyor or surveyors appointed by City. Successful bidder and previous contractor may also at their option hire their own surveyors to inspect in coordination with the City's surveyor(s). Results of such a survey shall establish baseline condition of the barges at the start of the new contract. All substantial and material indications of damage shall be noted in survey. The City may at its sole option require a drydock inspection if results of the survey lead the surveyors to believe that there is significant damage to the hull which cannot be fully ascertained by the in - water survey.

The City shall be responsible for the cost of its surveyor(s) and cost of drydock, if necessary, subject to the City's rights to recovery under its contract or at law.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 66 75 |
| | | FIRM NAME (Must be filled in) | |

4.9.3 Upon return or redelivery, the Contractor shall turn over to the City all documentation including Operation & Maintenance Manuals, Specifications, Drawings, Manufacturer Bulletins, etc. that were provided by the City as part of the contract award process, or were obtained by the Contractor while performing the duties of the contract.

This includes operation and maintenance information pertaining to equipment installed while the barges were under the care and custody of the Contractor. Any keys to city-owned locks shall be returned and any contractor locks not owned by the City shall be removed by the Contractor. The Contractor shall also turn over the two hand-held radios, spare batteries and battery chargers to the City in good working order. Failure to turn over any of these items will be cause for holding final payments due the Contractor.

4.10 **FORCE MAJEURE**

4.10.1 Except as to liabilities or obligations which are vested and have matured, the City shall not be liable for any loss, damage or demurrage to the extent that its ability to provide any of the following to Contractor is hindered, delayed or prevented by causes beyond reasonable control of the City:

- Wastewater sludge
- One or both of the sludge barges to Contractor
- Compliance with the city's other obligations hereunder
- Causes beyond the reasonable control of the City, include but are not limited to:

4.10.1.1 Directives, orders or requests of federal, state or local government or any agency thereof, including the Pennsylvania Department of Environmental Protection, the Federal Environmental Protection Agency

4.10.1.2 Acts of God including fire, explosion, storm, or other adverse weather conditions

4.10.1.3 Strikes, lockout, stoppage or restraint of labor

4.10.1.4 Breakdown of the wastewater treatment plant and/or production facility for wastewater sludge

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 67 75 |
| | | FIRM NAME (Must be filled in) | |

4.10.1.5 Loss or loss of use of either or both barges, whether by accident or otherwise

4.10.1.6 Breakdown of sludge receiving and disposal facility

4.10.1.7 Fundamental changes in the City's methods of producing or processing of sludge related to technology or ownership or operation of facilities

4.10.2 Except as to liabilities or obligations which are vested and have matured, and except for obligations or liabilities caused or contributed to by Contractor's fault, neglect, breach of contract or breach of duty the Contractor shall not be liable for any loss, damage or penalty to the extent that its ability to provide suitable tug boats to provide the towage services hereunder (but Contractor shall exercise due diligence and reasonable-care to provide substitute tugs if its own equipment is not available) or to comply with its other obligations hereunder is hindered, delayed or prevented by causes beyond the reasonable control of the Contractor, including but not limited to:

4.10.2.1 Acts of God including fire, explosion, storm, river ice, other adverse weather conditions or closure of the river(s)

4.10.2.2 Strikes, lockout, stoppage or restraint of labor; breakdown of the wastewater treatment plant and/or production facility for wastewater sludge and/or the sludge disposal facility

4.11 DISPUTES RESOLUTION; COURT; ARBITRATION AT CITY'S SOLE OPTION

4.11.1 In the event of any dispute arising out of or relating to this Contract, the parties or their respective designated representatives shall meet and discuss the same. Any agreement reached by the parties' representatives shall, unless disavowed by the City or the Contractor within ten (10) days, be final and binding on the parties.

4.11.2 All unresolved disputes shall be resolved by arbitration unless the City shall object to arbitration. If the City objects to arbitration within thirty (30) days of any request for the same, then the City and the Contractor shall resolve their dispute or disputes in any appropriate legal forum.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 68 75 |
| | | FIRM NAME (Must be filled in) | |

The parties expressly agree to submit to the jurisdiction of the Court of Common Pleas of Philadelphia County or the U.S. District Court for the Eastern District of Pennsylvania, if such court has subject matter jurisdiction of the dispute or disputes, and to service of process by certified mail, return receipt requested.

- 4.11.3 If the dispute or disputes are submitted to arbitration, such arbitration shall be conducted in the City of Philadelphia, Commonwealth of Pennsylvania, or other mutually agreed upon location. The parties may agree upon a single arbitrator or in lieu thereof, each party shall appoint an arbitrator and the two so chosen shall promptly select a third arbitrator who shall otherwise hear the matter in accordance with the procedural rules of the Society of Maritime Arbitrators of New York then in force, except to the extent of any rules that are inconsistent with this provision. All of the arbitrators shall be duly accredited and designated as Proctors in Admiralty in accordance with the rules and practices of the Maritime Law Association of the United States.
- 4.11.4 In any proceeding, either in court or heard by an arbitrator or panel of arbitrators, the laws of Pennsylvania to the extent that they may provide for immunities from liability or the limitations of liability to or for the benefit of the City of Philadelphia as a First Class City and a municipality existing under the laws of Pennsylvania, shall be fully applied by the court or the arbitrator, as the case may be.
- 4.11.4 If the matter is one submitted to arbitration without objection by the City, and if the Contractor fails to appoint his arbitrator or the arbitrators appointed by the parties are unable to agree upon the third arbitrator, then, in such event, either or both parties may apply to any court having jurisdiction over the matter for an order appointing an arbitrator hereunder.
- 4.11.6 All decisions of the arbitrators shall be final and binding upon the parties. Judgment may be entered upon the award in any court having jurisdiction or application may be made to any such court for judicial acceptance of the award and for an order for enforcement of the award, as the case may be.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 69 75 |
| | | FIRM NAME (Must be filled in) | |

4.12 DISPUTES OR CLAIMS BY THIRD PARTIES; PENNSYLVANIA LAW

Nothing in this Contract shall impair the right of the City to invoke the provisions of all laws of Pennsylvania providing for the immunity from and/or limitation of liability as to claims that are or may be filed by third parties or parties not bound by this Contract. To the extent not abrogated by any other law and the Constitution of the United States, it is the intent of the parties that the City shall have and retain all such immunities from and/or limitations upon any and all liabilities to such third parties.

4.13 NOTICES

Notices provided for herein shall be sufficient if sent by certified mail, postage prepaid for Contractor, at the address listed on the attached "Service Contract", and for the City, addressed to the **Plant Manager, Northeast Water Pollution Control Plant, 3899 Richmond Street, Philadelphia, Pennsylvania 19137 (with copy to: Purchases Manager, Procurement Department, Municipal Services Building, 15th & JFK Blvd., Philadelphia, Pennsylvania 19102-1685)** or to such other respective addresses as the parties may, from time to time, designate to each other in writing.

4.14 SUBCONTRACTS

Contractor shall not subcontract or sell, assign, pledge, transfer or encumber this contract or any thereof, without the prior written consent of City. In no event, shall subcontracting exceed 25% of the bid award price.

4.15 OTHER CONTRACT PROVISIONS

Except as expressly provided for herein, custom and usage of the trade and course of performance shall be disregarded and the express and necessarily implied terms of the Contract shall govern the rights and duties of the parties hereunder.

4.16 RECYCLING INFORMATION REQUEST:

The City of Philadelphia requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 70 75 |
| | FIRM NAME (Must be filled in) | | |

Product bid contains recycled content?

YES NO

Is your product packaged and/or shipped in material containing recycled content?

YES NO

Is your product recyclable after it has reached its intended end use?

YES NO

Is your product shipped in returnable Containers?

YES NO

4.17 Approval of Work:

All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor.

4.18 At the conclusion of this contract, Contractor agrees to cooperate with any incoming vendor on transitions plan to ensure an orderly changeover of responsibilities.

4.19 LIQUIDATED DAMAGES

Failure to complete scheduled maintenance work or any work performed in an unsatisfactory manner, will be subject to a credit assessment and/or non-payment for work not performed as specified. Credit assessments shall be in the amount of two thousand dollars (\$2,000.00) per occurrence. The credit assessments shall be deducted from the successful bidder's monthly invoice.

The Contractor will receive written notification from the City for non-performance and/or failure to provide staff. Contractor shall clearly note deductions on invoice submittals. Repeated acts or omissions which result in non-payment or credit assessments under this paragraph or any other provision of this contract shall be sufficient cause for the City, at its option, to declare Contractor in default and exercise all available rights and remedies.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 71 75 |
| | | FIRM NAME (Must be filled in) | |

4.19.1 Nothing in the above sections shall be deemed to limit the City's rights or remedies in the event the City's actual damage exceeds the amount withheld from the billing. Repeated events or omissions as described above shall be sufficient cause for the City, at its option, to declare vendor in default and exercise all available rights and remedies available under the law.

4.19.2 The City's failure at any time to enforce the provisions of this section shall in no way affect the City's right to enforce this provision for subsequent events. The City/Water Department shall notify the Contractor in writing on a monthly basis of said liquidated damages imposed on the Contractor; all assessments of liquidated damages must also be reported, in writing, to the Procurement Dept. Buyer as they occur.

4.20 In the event of assessment of liquidated damages, if the Contractor feels that extenuating circumstances contributed to the occurrence, a request for a waiver on the liquidated damages may be appealed in writing, within 30 days to the Water Department and the Procurement Department who shall be the final arbiter in such matters.

4.21 SUBMISSION OF INVOICES

All invoices, together with supporting documents, shall be submitted in three (3) copies to the Finance Division, Water Department, ARA Tower, 5th Floor, 1101 Market Street, Philadelphia, PA 19107 and two (2) copies to the Plant Manager, NEWPCP, 3899 Richmond Street, Philadelphia, Pennsylvania 19137. Notice of any disputed items in the invoice shall be given to the Contractor within thirty (30) days following a receipt of the Invoice.

4.21.1 Successful bidder(s) agrees not to invoice more than once per month

4.21.2 The invoice must correctly reference the purchase order number, contract number, the vendor name, address and Federal Employer Identification number, period of services being invoiced and Contractor's accounts receivable contact information

4.21.3 The invoice must show the quantity and type of service and the price

4.21.4 The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 72 75 |
| | | FIRM NAME (Must be filled in) | |

4.21.5 The City may request the vendor to submit certain items on separate invoices

4.22 PRICE INCREASE OR DECREASE:

The prices for trip rate (described in paragraphs 2.2.8.1 and 5.1.1) and the monthly scheduled maintenance rate (described in paragraphs 2.2.8.2 and 5.1.3) shall be adjusted in accordance with paragraphs 4.22, 4.23 and 4.24. The fuel cost (described in paragraphs 2.2.8.3 and 5.1.2) shall be adjusted in accordance with paragraph 5.2.

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

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

or

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

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

In no event shall the price increase exceed 4% in any renewal period. The increase shall reflect the change to the CPI or the 4% cap, whichever is less.

4.23 Failure to notify the City within the time frame specified in 4.22 will result in a commensurate delay in implementing the price change. Example: If prices may change effective July 1, but the notice of change is not received by Procurement until June 1, then the price increase effective date will be delayed until September 1.

4.24 VENDOR ACCEPTANCES - IN SUBMITTING AN EXECUTED BID, THE BIDDER AGREES TO THE CONTRACT MANAGEMENT PROCEDURES IN THIS SECTION.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 73 75 |
| | | FIRM NAME (Must be filled in) | |

SECTION 5: PRICING

(PRICES QUOTED MAY NOT EXCEED THREE (3) DECIMAL PLACES)

NOTE:
Unit Price(s) quoted below (Section 5: Pricing), will prevail in case of any discrepancy(ies) between Unit Price and "Amount" and will be the determining factor in establishing applicable contract amount(s)/award.

5.1 Bidders shall submit prices as follows. Contract award will be based on the lowest annual cost to the City when calculated as follows.

5.1.1 **20540 007 000**
 (refer to 2.2.8.1) **Trip rate** EA \$ _____

5.1.2 **20540 007 003**
 (refer to 2.2.8.3) **Fuel cost per trip** EA \$ _____

5.1.3 **20540 007 002** **Schedule Maintenance**
 (refer to 2.2.8.2) **1 month = MO** \$ _____

TOTAL MONTHLY CHARGE \$ _____
Total of the monthly rates
quoted in 5.1.1, 5.1.2 and 5.1.3

5.2 PRICE ADJUSTMENT TO THE FUEL COST

The unit price offered for the fuel cost under the terms of this Invitation to Bid shall be adjusted at the beginning of the contract and each quarter thereafter. The unit price of the fuel cost will be adjusted each calendar quarter (July, October, January, and April). Price adjustments may raise or lower the payments due the Contractor. Such price adjustment will be determined by using the relative change in the price of diesel fuel as given by the following web site:

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 74 75 |
| | | FIRM NAME (Must be filled in) | |

Google.com

Enter "spot prices for crude oil and petroleum products"

Click on the search result containing the following address

http://tonto.eia.doe.gov/dnav/pet/pet_pri_spt_s1_m.htm

Change the time period on the web page from daily to monthly.

Within the table, "Spot Prices", choose "Low Sulfur No.2 Diesel Fuel, New York Harbor".

The base shall be the value of the index for the month of March 2013, which will then be compared to the June 2013 index value in order to determine the percentage change (increase or decrease) to the original fuel cost in the bid for the first quarter of the contract. On the beginning of each subsequent quarter, a new adjustment shall be calculated and used for that quarter by comparing the price for the last month of the prior quarter with the original March 2013 index. All adjustments for the life of the contract shall use the March 2013 value as the base. The adjustment factor shall be calculated by using the value of the last month of the preceding quarter and dividing it by the base index value for March 2013. (Use December data for the quarter beginning January 1, use March data for the quarter beginning April 1, use May data for the quarter beginning July 1, and use September data for the quarter beginning October 1.) The resulting number may be greater or less than 1. The value thus obtained shall then be multiplied by the fuel cost to establish the adjusted fuel cost, which is then multiplied by the number of trips made and invoiced that month. All calculations to arrive at the adjustment factor and adjusted fuel rate shall be made with two decimal places. For illustrative purposes only, see the examples below.

Example #1: Assume that the March 2013 index value is \$3.18, and the June 2013 index value is \$3.37. Calculate the adjustment factor as: $\text{June 2013 index value} / \text{March 2013 index value} = \$3.37 / \$3.18 = 1.06$. The cost of the fuel for all trips performed during the months of July 2013, August 2013 and September 2013 would be the fuel cost in the bid multiplied by the adjustment factor of 1.06.

Example #2: Assume that the contract has been extended for one year and it is now October 1, 2013. If the March 2013 index value is \$3.18 and the September 2014 value is \$3.04, the adjustment factor is calculated as: $\text{September 2014 index value} / \text{March 2013 index value} = \$3.04 / \$3.18 = 0.96$. The cost of the fuel for all trips performed during the months of October 2014, November 2014 and December 2014 would be the fuel cost in the bid multiplied by the adjustment factor of 0.96.

| | | | |
|--|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S4HM8190 | PAGE OF 75 75 |
| | | FIRM NAME (Must be filled in) | |

In the event that the index is not published for a particular period, the value of the index for the period(s) closest to the correct period shall be used.

In the event that the index ceases to be published or is modified or is rescaled such that it is no longer applicable, the City shall select another index or scale.

Throughout the life of the contract, the fuel cost shown on the invoice for the trip rate shall be the rate submitted with the bid. The adjustment factor shall be shown as a separate calculation on the Contractor's invoices for services described in paragraph 5.1.2.

ATTACHMENT “A”

CITY OF PHILADELPHIA WATER DEPARTMENT
Barge Scheduled Maintenance List

This list includes typical scheduled maintenance tasks required to be performed on each of the barges and certain components at each pier. This list is not all-inclusive and may be modified as the City sees fit to do so. Prior to the beginning of each month, the City shall issue task lists to the Contractor. The tasks are to be completed by the Contractor during the upcoming month. The Contractor shall complete the tasks shown on that particular lists and return them the Plant Engineer with a copy of the monthly invoice, subject to the terms of the specifications.

- A. Daily PM – Barge Crane Inspections
 - 1. Check oil level in Hydraulic Reservoir.
 - 2. Inspect lines, connections and other components of the Hydraulic system for leaks.
 - 3. Check ropes, rope clamps, rope guides and other attachments used with the crane to ensure they are free of damage.
 - 4. Check that the crane can be operated with ease and the controls automatically return to their neutral position.
 - 5. Check the rest of the crane for any damage.

- B. Daily PM – Pump Operation
 - 1. Check that the pressure gauges on pumps function properly.
 - 2. Report any unusual noises, excessive heat, circuit breaker tripping, etc.

- C. Monthly PM – Hose Handling Cranes, New England Trawler & Equipment Co. Model No. 1994, various serial number.

Grease the following using marine Grade Grease:

- 1. Boom Pivot Pin.
- 2. Cylinder Pivot Pin (two/unit)
- 3. Boom Sheave
- 4. Turntable Bearings (two/unit)
- 5. While rotating, Spray Slewing Gear with grease through access hole provided on under side of crane base top plate.

Perform the following tests and inspections.

- 6. Clean the crane
- 7. Check pressure settings
- 8. Check oil leakage
- 9. Check and advance screwed connections
- 10. Check and advance the attachment bolts of the crane.
- 11. Check and advance hose and pipe couplings.
- 12. Check catches and other locking devices
- 13. Check the function and lever symbols of control levers.
- 14. Check all linkages, joints, bearings and guides for excessive play.
- 15. Check hooks, ropes and chains, and any other lifting tackle that is used.
- 16. Carry out a visual inspection of structural parts to detect any deformation, play in joints etc.
- 17. Check all oil & lubricant levels.
- 18. Put crane through test-run, test loading and listen for any suspicious noises
- 19. Do a security check on the mountings of the pump and hydraulic unit.

- D. Monthly PM – Exercise the following above-deck valves
1. G-05-0500 Main deck forward frame 15, port fill/discharge cargo tanks, 8”
 2. G-05-0501 Main deck aft frame 15, port fill/discharge cargo tanks, 8”
 3. G-05-0502 Main deck forward frame 15, starboard fill/discharge cargo tanks, 8”
 4. G-05-0503 Main deck aft frame 15, starboard fill/discharge cargo tanks, 8”
 5. G-05-0504 Main deck forward of frame 15, starboard near center line of cargo tank, 16”
 6. G-05-0505 Discharge port pump, forward frame 17 transverse header pump discharge, 16”
 7. G-05-0510 Discharge starboard pump, aft frame 15 transverse header pump discharge, 16”
- E. Monthly PM – Exercise the following below-deck valves
1. G-05-0516 Sluice valve tank #2, port aft frame 10 (equalizes tanks 1 & 2)
 2. G-05-0517 Sluice valve tank #3, starboard aft frame 17 (equalizes tanks 2 & 3)
 3. G-05-0518 Sluice valve tank #3, port forward frame 24 (equalizes tanks 3 & 4)
 4. G-05-0519 Aft frame 10, starboard side suction and fill tank #1
 5. G-05-0520 Forward frame 17, suction and fill tank #2
 6. G-05-0521 Forward frame 24, port side suction and fill tank #3
 7. G-05-0522 Forward frame 24, starboard side suction and fill tank #4
 8. G-05-0523 Pump well port, frame 18
 9. G-05-0524 Pump well starboard, aft frame 15
 10. G-05-0525 Aft frame 17 starboard side (segregates tank ½ from tank ¾)
- F. Monthly PM – Gangways
1. Check for smooth operation.
 2. Check that unit is securely anchored to pier.
 3. Check the UP and DOWN limits.
 4. Lubricate all joints, pivots, rollers, casters, etc.
 5. Inspect handrails.
 6. Inspect all latches, catches, etc.
 7. Check cable and winch system.
- G. Monthly PM – Fire Extinguishers
1. Check that each of the fire extinguishers on the barges are in their proper location, are of the correct size & rating, have the proper charge, and that their inspections are current.
 2. Recharge any units that have been discharged. Charging shall be performed by a extinguisher service company.
 3. Note any units that are discharged and provide details as to the circumstances under which it was discharged.
 4. Replace any fire extinguishers that are missing, damaged, obsolete or undersized with appropriate new units. Installation date shall be noted on the unit and its tag.
 5. Check each mounting bracket to ensure that it is not deteriorated and securely holds its fire extinguisher, and that the fire extinguisher is easily released from the bracket for use.
 6. Replace brackets as needed with approved units.

- H. Monthly PM – Gooseneck Vents
1. Clean bird screen on all gooseneck tank vents as needed.
 2. Replace missing or damage bird screen and related hardware as needed.
 3. Clean flame arrest or screen on each gooseneck vent as needed.
 4. Replace missing or damaged flame arrest or screen and related hardware as needed. Use 30 X 30 mesh non-corrosive metal.
- I. Monthly PM – Electrical Cords
1. While in a de-energized state, check the condition of each pump power cords and its connectors for damage, including the pier mounted receptacles.
 2. While in a de-energized state, check the condition of the shore to barge power cords and its connectors on the barge and pier for damage.
 3. Note that the replacement of damaged or missing cords, plugs, receptacles and related items are the responsibility of the Contractor. The Northeast Plant Manager or his designee shall have sole discretion as to the need for replacement.
- J. Monthly PM – Navigational Light System
1. Check that all navigational lights are functional. Repair any non-functional lights.
 2. Check that batteries are fully charged, are clean and are in good condition. Add distilled water to cells as appropriate.
 3. Check for loose or corroded connections. Repair as needed.
- K. Quarterly PM – Below-deck gates and valves identified in E above
1. For each of the gates and valves in E above, apply grease to the exposed operator shaft.
- L. Twice per Year PM – Fendering System
1. Inspect all components for damage, wear, corrosion, binding, check tightness of bolted and other mechanical connections within each fendering system plus the connection of the fendering system to the pier.
 2. Replace any components as necessary.
- M. Annual PM – Prepare and paint exposed hull, superstructure and all components mounted or attached thereon with marine paint in approved colors.
- N. Annual PM – Have all fire extinguishers on the barges tested, inspected and serviced by a reputable fire extinguisher service company. Replace any damaged, obsolete or undersized units.

Attention Bidder:

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

Exhibits

Drawings

Attached specifications

Attached documents

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



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID **BY THE CITY OF PHILADELPHIA**

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

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

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

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

IN YOU ARE INTERESTED IN RECEIVING YOUR PAYMENTS ELECTRONICALLY RATHER THAN BY CHECK PLEASE SEE ATTACHED LETTER & ACH VENDOR ENROLLMENT AND CHANGE FORM.

BIDDERS GUIDELINES*

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

- Read the entire bid so that you fully understand all the requirements.
- All bids must be submitted to the City no later than the time and date states as the Bid opening. **INDICATE BID NUMBER AND OPENING DATE ON ENVELOPE.**
- Note the City Anti-Discrimination Policy. If Department of Commerce Office of Economic Opportunity (OEO) Participation is required be sure to fill out all appropriate forms. If you have questions call OEO at (215) 683-2000.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and the Conditions of Bidding sheet.
- Bidder must meet all qualifications.
- If an alternate to any item is being offered, you must follow the instructions in paragraph 2 of the Conditions of Bidding sheet.
- Does the bid require a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must provide?
- Have you signed and returned all Addenda?
- If the bid is going to be awarded as a whole, you must bid on all items. See Section 3 of the bid: Bid Evaluation and Award.
- Bidders' attention is directed to the Conditions of Bidding sheet regarding the Master Performance Bond.
- Bids and pricing must be written in ink or typed. Faxed bids will not be accepted.
- Do not submit counter terms or conditions. **Your bid will be rejected.**
- Have you signed the Contract Page and affixed your Corporate Seal as required?
- **Do not** combine check amounts. All checks should be individual and specific.
- Please double check all mathematical calculations for errors.

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

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



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

This Is Not A Right To Know Request. This form cannot be used to submit a Right To Know Request. See City of Philadelphia Open Records Policy: <http://www.phila.gov/privacy/pdfs/finalcityopenrecords.pdf>

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **\$10.00 fee, company check or money order only, no personal checks or cash**, for each bid number requested. Please be advised that bid tabulations are **not available** by telephone. If you have any questions, Please call 215-686-4755 or 215-686-4756.

BID RESULTS REQUEST FORM

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

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Email Address _____

Telephone No.: _____ Fax No.: _____

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

- Company check or Money Order payable to “City of Philadelphia”
- A self-addressed stamped envelope which is at least 9 ½ ” x 12 ½ ” or larger for each Bid requested.

Failure to send either of the above items, will void your request.

Mail Request To:

The Procurement Department Public Information Unit
Attention: Bid Results
1401 JFK Blvd.
Room 170B
Philadelphia, PA 19102

COMPANY CHECK OR MONEY ORDER ONLY



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2012 – June 30, 2014

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

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$30,000 be accompanied by a certified check in the amount specified in the bid invitation. This requirement can be met for most bids if the Bidder is covered under the City's Master Bid Security Program. This program provides bid security coverage for Service, Supply and Equipment bids that have a total dollar value of over \$30,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2012 to June 30, 2014**, complete the enclosed application and return it with a check for **\$200.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" 2012 – 2014 on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____

E Mail Address: _____

Telephone No: (____) _____ **Fax No:** (____) _____

A. Check payable to the City of Philadelphia in the amount of \$200.00 for 7/1/12 to 6/30/14
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

Rcvd. ___/___/___ Pymt. Type _____ Ck. Amt. \$ _____ Ck.# _____



CITY OF PHILADELPHIA

Office of the Director of Finance
Room 1330, Municipal Services Bldg.
1401 John F. Kennedy Boulevard
Philadelphia, Pa 19102-1685

Rob Dubow
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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



CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT
120 Municipal Services Building
Philadelphia, Pa 19102-1685

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

This system will be operational twenty four hours a day, seven days a week. All you have to do is log on to the City of Philadelphia website: www.phila.gov, click on “Vendor Invoice Information” under the “Help Me” section of the home page, enter your Federal Employer Identification Number (FEIN) and a valid active purchase order. Then, agree to a waiver statement and follow the prompts to get an up-to-date status on your payments.

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

All bids must be written in ink or typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. The contract awarded hereunder shall consist of the Invitation and Bid, all addenda thereto issued by the City, all exhibits and attachments issued and/or accepted by the City and these Terms and Conditions of Bidding and Contract (the "Contract"). It is the sole responsibility of the bidder to ensure that it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by the Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock located at the bid room. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening.

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

| AMOUNT OF BID OR ESTIMATED CONTRACT | AMOUNT OF CERTIFIED CHECK |
|-------------------------------------|---------------------------|
| \$ 30,000.00 or less | No Check Required |
| \$ 30,000.01 – \$ 99,999.99 | \$ 500.00 |
| \$100,000.00 – \$249,999.99 | \$2,000.00 |
| \$250,000.00 – \$499,999.99 | \$4,000.00 |
| \$500,000.00 or more | \$6,000.00 |

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

Any bid in excess of \$500,000 is not covered by the Annual Master Bid Security Program, and bidder must submit a certified check, treasurer's check, cashier's check, bank money order, or United States postal money order made payable to the order of "The City of Philadelphia" in the required amount.

Once the lowest responsive and responsible bidder has been determined all other bidders will receive a refund in the amount of the bid security submitted. Bid security submitted by the lowest responsive and responsible bidder will be refunded after receipt of all duly executed Contract documents, required fees, bonds or other performance security. Funds submitted for the Master Bid Security Program are not refundable.

3. BID PROCESSING FEE. In addition to bid security and any other fee or monies required to be submitted with the bid, the bid shall be accompanied by a non-refundable processing fee in the form of a separate standard check, bank money order or United States postal money order made payable to the order of "City of Philadelphia" in an amount based on the gross amount of the bid in accordance with the formula below. Cash is not acceptable.

| AMOUNT OF BID OR ESTIMATED CONTRACT | AMOUNT OF PROCESSING FEE |
|-------------------------------------|--------------------------|
| \$ 30,000.00 or less | No Check Required |
| \$ 30,000.01 – \$ 100,000.00 | \$ 10.00 |
| \$ 100,000.01 – \$ 300,000.00 | \$ 30.00 |
| \$ 300,000.01 – \$ 500,000.00 | \$ 50.00 |
| \$ 500,000.01 – \$1,000,000.00 | \$100.00 |
| \$1,000,000.01 – \$2,000,000.00 | \$200.00 |
| \$2,000,000.01 – \$3,000,000.00 | \$300.00 |
| \$3,000,000.01 – \$4,000,000.00 | \$400.00 |
| \$4,000,000.01 – \$5,000,000.00 | \$500.00 |
| \$5,000,000.01 or more | \$600.00 |

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Section 16 and/or 18.

6. LOCAL BIDDING PREFERENCE

In accordance with Chapter 17-109 of the Philadelphia Code relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder must be certified at the time of the bid opening as a Local Business Entity ("LBE") and must submit with the bid, the LBE Certification Number* as issued by the Procurement Department.

*Note: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please allow sufficient time prior to bidding for processing of the LBE application.

EVALUATION AND AWARD

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

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

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

9. RESPONSIBILITY. Unless otherwise specified, after bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review and may investigate the responsibility, including, but not limited to, the qualifications, references, capacity and ability to

perform the Contract resulting from the Invitation and Bid in accordance with its terms, and integrity, of the lowest responsive bidder. All determinations of bidder responsibility shall be vested in the sole discretion of the Procurement Commissioner and other City officials. Any bidder who is deemed not responsible shall be ineligible for award of the Contract.

Bidders deemed not responsible will be notified of such determination and the reasons therefore in writing by the Procurement Department, and shall have the right to contest the determination by submitting to the Procurement Department, within forty-eight (48) hours after receipt of its written determination, a written request for reconsideration that includes information relating to the bidder's qualifications and responsibility and demonstrating the insufficiency of the reasons stated in the written determination finding the bidder not responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

10. CANCELLATION AND AWARD. The Procurement Commissioner, in his/her sole discretion, may cancel any Invitation and Bid prior to bid opening. After bid opening, the Procurement Commissioner, in his/her sole discretion, may reject all bids, if deemed in the best interest of the City. In all cases where a Contract award is made by the Procurement Department, the bidder is bound by the terms and conditions of the Invitation and Bid upon the submission of its bid. All bids are valid for a period of not less than 60 days, or as otherwise specified in the Invitation and Bid. If the bid has not been awarded within the specified period of time, the bid shall be valid for subsequent award only upon the express consent of the bidder, with no change to the submitted bid. Any price increases/decreases expressly provided for in the Invitation and Bid will be allowed. All Contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder.

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

12. DELIVERY, PRICE INCREASES AND TIE BIDS. All articles must be delivered at the price(s) bid, FOB Destination. Bids containing reservations of the right to increase the price(s) bid, including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. In the event of an absolute tie, the award decision will be made in the best interests of the City as determined by the Procurement Commissioner.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS. Awards of contracts in amounts less than or equal to \$30,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$30,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

- a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;
- c. Approval of the Contract as to form by the City's Law Department;
- d. Certification by the Director of Finance and City Controller as to the availability of funds; and
- e. Execution of the Contract by the Procurement Commissioner.

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

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than \$30,000. If the amount of the contract to be awarded is greater than \$30,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

15. INSURANCE. Unless otherwise specified, the successful bidder (referred to in this Section as

"Contractor") shall, at its sole cost and expense, procure and maintain in full force and effect, during the entire period of the Contract (including any applicable warranty and/or renewal periods), the minimum types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and shall be acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. The City of Philadelphia, its officers, employees, and agents are to be named as additional insured on all policies required hereunder, except the Workers' Compensation and Employers' Liability. Also, an endorsement is required stating that the coverage afforded these parties as additional insured will be primary to any other coverage available to them. The City's coverage as an additional insured shall be primary coverage. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. Certificates of insurance evidencing the required coverages shall be submitted to the City within fifteen (15) days of notice of contract award. The City reserves the right to require the Contractor to furnish certified copies of the original policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City of to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- (1) Workers' Compensation - Statutory limits
- (2) Employers Liability - \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; \$500,000 Policy Limit - Bodily Injury by Disease
- (3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

(c) AUTOMOBILE LIABILITY

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

16. INDEMNIFICATION. All bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with the Contract, including, but not limited to, those acts or omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the Contract, losses incurred by the City's Master Performance Security Program, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the Contract resulting from the Invitation and Bid.

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

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

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

a. Failure by Contractor to comply with any provision or Section of the Contract, including the bid specifications contained in the Invitation and Bid and

these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with any federal, state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.

b. Falseness of any representation or warranty made in the Contract or other document(s) submitted to the City by Contractor in connection with the Invitation and Bid.

c. Failure by Contractor to pay its suppliers or subContractors, misappropriation of any funds provided under the Contract or failure to notify City upon discovery of any misappropriation.

d. A violation of law by Contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agent or indictment or charges, in the sole judgment of the Procurement Commissioner, adversely affect the performance of the Contract.

e. Failure by Contractor to comply with the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned disadvantaged business enterprises.

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

g. Any other act or omission identified in these Terms and Conditions of Bidding and Contract or elsewhere in the Invitation and Bid as an event or condition constituting default.

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

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

b. Appropriate to the payment of the difference

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

20. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed through no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitled to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

TAX MATTERS

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

22. TAX INDEBTEDNESS. The City of Philadelphia

does not wish to do business with tax delinquents or other businesses indebted to the City. In furtherance of this policy, the following certifications have been developed and shall form a part of any Contract resulting from the Invitation and Bid. The successful bidder or other entity Contracting with the City is referred to below as the "Contractor".

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

23. TAX REQUIREMENTS. Any person or entity who bids on and/or is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations. The City Solicitor has determined that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes doing business in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

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

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

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS. All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and authorizations required by any applicable federal, state or local law or regulation. **Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 31 herein.**

25. NONDISCRIMINATION.

a. Any Contract awarded pursuant to the Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, Contractor shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin, or sex. Such discrimination shall constitute an event of default under this Contract entitling City to terminate this Contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin or ancestry, shall constitute an event of default under this

Contract and shall entitle the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this Contract. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this Contract entitling the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

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

a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

b. City Employee Interest in City Contracts. In accordance with Section 10-1112 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or Contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the Contract.

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

27. NORTHERN IRELAND. Section 17-104(2)(b) of

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, unless that business has implemented the fair employment principles embodied in the MacBride Principles. In furtherance of this ordinance, bidder makes the following certification and representations:

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

b. In the performance of any Contract resulting from this bid, Bidder agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor of company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Bidder further agrees to include provisions with this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any resulting Contract.

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

28. BUSINESS, CORPORATE AND SLAVERY ERA INSURANCE DISCLOSURE.

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

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

29. PHILADELPHIA 21st CENTURY MINIMUM WAGE STANDARD.

If Contractor is an Employer, as defined in Philadelphia Code Section 17-1302(5) and 17-1303, Contractor shall comply with the minimum compensation standards by providing to those employees an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and health benefits to each full-time, non-temporary, non-seasonal covered Employee, as more fully set forth at Philadelphia Code Chapter 17-1300. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1300 and shall promptly provide to the City, at its request, all documents and information further verifying its compliance with the requirements of this Chapter. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

The Managing Director's Office (MDO) may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304.

30. PROTECTION OF DISPLACED CONTRACT

WORKERS. If this bid is for the furnishing of the following services, Security, Janitorial, Building Maintenance, Food and Beverage, Hotel or Non-Professional Health Care Services, then this bid is subject to the "Protection of Displaced Contract Workers" Law, Chapter 9-2300 of the Philadelphia Code. The successful Bidder, if it is a Successor Contractor is required, among other things, to retain certain service employees of the Predecessor Contractor for a ninety day period.

31. EQUAL BENEFITS.

If this is a Service Contract, as defined in Philadelphia Code Section 17-1901(4), for an amount in excess of \$250,000, Contractor shall, for employees providing services under the Service Contract who reside in the City or employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-502(b), extend the same employment benefits the Contractor extends to spouses of its employees to life partners of such employees. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1900 of the Philadelphia Code and shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a contract subject to Chapter 17-1900 and prior to execution of the contract by the City, Contractor 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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

available, or that the Contractor does not provide employment benefits to the spouses of married employees.

Contractor's failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the Contractor against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach the Service Contract.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT
SIGNING OF BIDS

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

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

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

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

SIGNING OF BIDS:

If bid is by an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed \$30,000, date and sign the bid here, with the original signatures, in ink.

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

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

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)