



Fire Boat Refurbishing Service S6YT1040

Issued by: **CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT**
Required by: **OFFICE OF FLEET MANAGEMENT DEPARTMENT – SHOP OPERATIONS DIVISION**

Pre-Bid Meeting Date and Time: August 26, 2015 at 1:00 PM Philadelphia Local Time
Bid Opening Date and Time: September 9, 2015 at 10:30 AM Philadelphia Local Time
Location for Bid Opening: MUNICIPAL SERVICES BUILDING - ROOM 170A
1401 JFK BOULEVARD, PHILADELPHIA PA 19102
Buyer: J. Manton
Spec. Writer: K. Owens

This Invitation and Bid with your quotations must be received prior to the above cited bid opening date and time.

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED. BIDDER MUST COMPLETE THE INFORMATION BELOW:

Bid is Best and Good Faith Efforts.

NAME AND ADDRESS OF FIRM:

FEDERAL EIN/SOCIAL SECURITY NUMBER:

GENERAL INFORMATION

This Invitation and 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 and Bid and Contract.

BID QUESTIONS

All questions concerning this Invitation and Bid, including specifications and conditions, must be presented prior to the bid opening date and time. Contact the Procurement Department Customer Service Unit by emailing Bid.Info@phila.gov or by calling (215) 686-4720 with questions.

FOR PROCUREMENT USE ONLY. DO NOT MAKE ANY MARKS IN THIS BOX.

Bid Security Fee Yes No Method (if paid with bid) _____ Check or M/O # _____
Bid Processing Fee Yes No Method _____ Check or M/O # _____

Mary E. Stitt
Procurement Commissioner

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SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: Fire Boat Refurbishing Services

1.2 CONTRACT TERM: Date of Award through 12 (twelve) months ("Initial Term"), with an option to renew for up to **two (2)** additional **one (1)** year periods followed by a term ending **3/31/19** ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or then 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 Renewal Term or Additional Performance Period (identified by commencement and termination dates) that is specified in the Renewal Notice. The Contract shall be deemed to be renewed for such Renewal Term or Additional Performance Period, and Contractor shall be obligated to perform all terms and conditions of the Contract throughout such Renewal Term or Additional Performance Period, as of the effective date indicated on the City's Renewal Notice, whether or not Contractor has agreed, verbally or in writing, to such renewal of the Contract term.

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.

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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 only.**

1.5 **STATEMENT OF DIRECTION:**

1.5.1 It is the intent of the City of Philadelphia to make an award for **Fire Boat Refurbishing Services** for the **Philadelphia Office of Fleet Management** as specified herein during the contract period.

1.6 **BID SECURITY**

1.6.1 In order to be an eligible Services, Supplies and Equipment bidder, all SS&E bidders must be enrolled in the City's Annual Bid Security Program. The program covers the time period from **July 1, 2015 - June 30, 2016**. All bidders must complete the registration form and pay the **non-refundable** Annual Bid Security Program fee of one hundred dollars (**\$100.00**) payable to the order of the "The City of Philadelphia". The fee must be submitted in the form of a company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order. The fee should be submitted, under separate cover, to the attention of "**FY16 Annual Bid Security Program**" at least one day prior to the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment for the Annual Bid Security Program with their bid, **company checks will not be accepted** and the payment **MUST** be in the form of a **non-refundable certified check, cashier's check, treasurer's check, bank money order, or United States postal money order** in the amount of one hundred dollars (**\$100.00**) made payable to "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program must be completed in order to be eligible for award in accordance with Paragraph 2 of the "Services, Supplies, and Equipment (SS&E) Terms and Conditions of Bidding and Contract".

1.7 **BID INFORMATION:**

1.7.1 All information concerning this bid will be contained in the bid document as issued or amended.

1.7.2 Information provided verbally by any City official shall not be binding, relevant, or in any way considered to be a commitment by the City. The City will provide, in writing, any clarifications, changes, and/or other information deemed to be necessary.

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1.8 **BID SUBMISSION:**

- 1.8.1 All bids submitted to the City of Philadelphia must adhere to the bid submission requirements. It is the bidder's responsibility to ensure all bid submission requirements are met. Failure to adhere to these instructions may result in the bid being disqualified.
- 1.8.2 Advertised sealed bid submittals shall be received at 10:30 AM Philadelphia local time in Room #170A, 1st Floor of the Municipal Services Building, located at 1401 JFK Boulevard, Philadelphia, Pennsylvania 19102, on the scheduled bid submittal date.
- 1.8.3 Vendors must submit their Bidder Qualification Package and Bid Documents Package to the City of Philadelphia **no later than 10:30 AM** on the scheduled bid submittal date. **BIDS MUST BE PLACED IN THE BID BOX** (slot located outside of Room 170A) prior to the scheduled bid submittal date. Bids that are not in the bid box prior to the scheduled bid submittal date may be disqualified.
- 1.8.4 It is the bidder's responsibility to ensure that the Bidder Qualification Package and Bid Documents Package are submitted in a timely manner and placed in the bid box prior to the scheduled bid submittal date. If the bid is being sent by courier or mailed, it is recommended that the bid be sent early. The bid should arrive at least one business day before the scheduled bid submittal date to ensure timely receipt.
- 1.8.5 All Bidder Qualification Package and Bid Documents Packages **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the Bidder Qualification Package and Bid Documents Packages **must** be in a **separate** sealed envelope inside the courier's envelope or express mail. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia. Failure to do so may result in the bid being disqualified.
- 1.8.6 Vendor's bid submittal should be complete and include ALL information required as described in the various paragraphs of the bid document. All pricing must be completed on the forms provided and must be in **ink or typed**. The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid. A bid submitted with counter terms and conditions may be disqualified.

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1.8.7 **BID PROCESSING FEE:**

All bidders MUST submit with their bid a non-refundable company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order to the order of the "The City of Philadelphia" in the amount of twenty-five dollars (\$25.00) to cover the bid processing fee in accordance with Paragraph 3 of the "SS&E Terms and Conditions of Bidding and Contract". Failure to submit the bid processing fee may result in disqualification from bidding.

1.8.8 **LOCAL BIDDING PREFERENCE**

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 local bid preference¹. In order to determine eligibility to receive the 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 which certification is incorporated into any contract resulting from this bid:

"Throughout the entirety of the contract, my company or my LBE certified subcontractor(s)² 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 LBE certified 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."

If the Procurement Commissioner determines that the awarded bidder fails to comply with its certification at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

¹ For applicable bids of One Million Dollars or less, the preference is ten percent (10%); for all other applicable bids the preference is five percent (5%).

² If the Bidder relies upon LBE 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.

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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.

1.8.9

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 Customer Service 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 three (3) business days after the scheduled Mandatory Pre-Bid Meeting referenced in Paragraph 1.9.4 of this Invitation and 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.

1.9 **MANDATORY PRE-BID MEETING AND CERTIFICATION OF SITE INSPECTION**

1.9.1

CERTIFICATION OF MANDATORY SITE VISIT

The City requires bidders to submit the Certification of Site Visit Form properly signed as part of their Bid Submittal.

1.9.2

CERTIFICATION OF ATTENDANCE AT MANDATORY PRE-BID MEETING

Sign in log will be available for certification before meeting.

The City requires all bidders to have attended the Mandatory Pre-bid Meeting and Mandatory Site Inspection. Prospective bidders must sign-in on the special attendance form to be certified as being in attendance.

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1.9.3 The Mandatory Site Inspection of the Fire Boats: Franklin, Delaware and Independence will be conducted on August 12, 2015 at 10:00AM at the United States Coast Guard Facility located at Delaware and Washington Avenues, Philadelphia, PA. 19147.

1.9.4 Mandatory Pre-Bid Meeting

A MANDATORY PRE-BID MEETING for all interested parties will be held on August 26, 2015 at 1:00PM at the Office of Fleet Management, 100 South Broad Street, Philadelphia PA 19110

The purpose of this meeting is to respond to questions from prospective bidders. Bidders are encouraged to submit questions in writing at this time. All questions that materially impact upon the bid process will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City

Attendance at this meeting is Mandatory. Only prospective bidders who attend both the Mandatory Site Inspections and Pre-Bid meeting and are subsequently qualified by the City will be eligible for award.

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OPENING DATE: September 9, 2015

MANDATORY

**SITE VISIT CERTIFICATION
(To Be Submitted With Bid Package)**

Vendor(s) can contact: Lt William Drennen at (215) 685-1769 for information regarding the site inspection.

This form **MUST** be signed and dated by: Lt. William Drennen (or designee), to certify that the below vendor has inspected the Fire Boat.

**FAILURE TO ATTEND THE MANDATORY SITE VISIT AND RETURN THIS FORM
WILL DISQUALIFY YOUR BID**

COMPANY NAME: _____

COMPANY REPRESENTATIVE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: () _____

FACSIMILE NUMBER: () _____

SITE CONTACT PERSON

NAME: _____

SIGNATURE: _____

DATE OF SIGNING: _____

1.10 BIDDER QUALIFICATION

The City is committed to only contracting with a vendor who is qualified to meet all the specifications and requirements of this bid. As such, bidders are to respond to each element of Section 1.10, Bidder Qualification. If the information requested does not apply to your firm, it must be so noted in the qualification submittal.

The City may require bidders to briefly discuss or clarify their submission.

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1.10.1 **Facility Location**

The bidder shall state the location of their repair facility in which the fireboat will be housed during the completion of repairs.

The City reserves the right to make site inspections of the Contractor's facility, whether announced or unannounced, prior to the award of this Invitation and Bid and during the life of the contract.

1.10.2 **Tools**

Awarded vendor must be capable of welding and possess all required tools and supplies. Subcontracting of welding services will not be allowed.

Rental of a load bank machine for generator testing will be allowed and rental costs paid as a subcontracting cost.

1.10.3 **BIDDER CONTACT PERSON:**

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 _____

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CONTRACT CONTACT PERSON:

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 _____

1.10.4 BIDDER QUALIFICATION PACKAGE

Vendor qualifications and the bid document must be submitted in two (2) separate sealed packages.

The first package must be identified as **Bidder's Qualification Package** and show Bid No., Opening Date, and the name of the firm. The package should contain all of the information as requested in Paragraphs 1.10.4.1 through 1.10.4.1.(5) below.

The second package must be identified as **Bid Documents Package** and show Bid No., Opening Date, and with the name of the firm. This package must contain the fully executed bid documents (to include pricing pages, Terms and Conditions of Bidding and Contract, any Addendums, Bid Security, Bid Processing Fee, and Mandatory Site Visit Certification Form).

Qualifications and bid information must be submitted to the City's Procurement Department no later than the time and date stated for bid. Only Company names shall be read if requested on the date and time of bid submission.

Qualifications and bid must be complete and should include all information required and as described herein. Incomplete submission may result in bidders disqualification for reasons of non-responsiveness.

All Bid pricing must be completed on the forms provided, and be ink or typed.

Bid must be complete as to required bid signatures and corporate seals and must fully accept the terms and conditions contained in the bid. A bid submitted with counter terms and conditions may be disqualified.

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1.10.4.1 **Form of Bidder Qualification Submittal**

The qualification is to be organized as follows with all pages numbered and bid paragraphs specifically identified.

1) **Table of Contents**
General indexing and numbering of all paragraphs

2) **General Information**
Provide a brief history of your organization and an executive summary signed by an officer that describes your company's qualifications, ability and experience in furnishing and delivering the required service as described in this bid.

The bidder is to give the following assurances and information and covenants that as a bidder it is fully qualified to provide repair services as listed in Section 2 of this Invitation and Bid:

No bid shall be accepted from any bidder having less than four (4) years' experience in the operation of refurbishing vessels. The bidder is to indicate the number of years and the types vessels for which it has provided service.

The bidder must demonstrate that the bidder has previous experience in refurbishing vessels the size and scope of the Fire Boats as described in this invitation and bid.

Bidder shall provide to the City, in writing, a brief description per line items on how it will accomplish work requested in Section 2 of the invitation and bid.

A complete description of vendor's plans for the abatement of lead, removal and disposal of sludge found in the bilge, fuel tanks, and foam tanks to include but not be limited to: the contractor's techniques for removal, containment, transport and disposal as well as protection for employees performing the tasks. This does not release the contractor from adhering to the requirements of all Federal, State and local regulations for substances listed as hazardous materials. This includes all wastes or substances that are a byproduct of performing the tasks necessary for completion of work described herein. The successful bidder must meet all regulations of any substance or byproduct whether or not specifically noted as a requirement

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in the bid document.

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3) **Capabilities & References**

List all contracts your company or related companies have had with the City in the last three (3) years.

List any experience in the last three (3) years in which your company or related companies failed to successfully complete a contract. List any contractual arrangements which were canceled, found to be in default, terminated for default or not renewed for poor performance.

Provide a minimum of three (3) contract references that your firm has provided Boat Repair Service for references from entities that your firm has provided vessel overhaul and repair services for within the last five (5) years. These references should support your company's capability to meet a job of this bid's size and scope. Provide a detailed description for each contract.

The description, at a minimum, is to include the contract term, estimated annual contract value, nature of the work, and the name, address and telephone number of the customer's contract administrator.

At the discretion of the City, these persons may be contacted.

4) **Financial**

Please provide a copy of your company's financial statements, including a detailed balance sheet and profit and loss statement for the last three (3) years. The City reserve the right to request audited statements.

List a minimum of three (3) supplier references, name and telephone number of a person familiar with your accounts, types of accounts, loans or lines of credit and relevant dates that accounts were established. These persons may be contacted by the City as references.

If you are a partnership or a joint venture, give the date of the formation agreement, County and State where the agreement was filed, and name of each partner.

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If you are a corporation, give the date and state of incorporation and the names of the officers.

List any law suits against your company or any of your officers or partners in the last five (5) years. Bidder shall describe any pending, contemplated or on-going administrative or judicial proceedings material to Bidder's business or finances including, but not limited to, any litigation, consent orders or agreements with any state or federal regulatory agency involving Bidder or any subcontractor Bidder plans to use for the services described in this bid.

State whether your company, subsidiaries or affiliated organizations are delinquent in payment of any debts or obligations to the City of Philadelphia or its related agencies.

5) **Confidential Information**

If the bidder chooses to include material of a confidential nature, then the City will exercise reasonable efforts to keep such material confidential to the extent permitted by law. The bidder shall separate all confidential material from the rest of the Bidder's Qualification Package and provide it in a sealed envelope, with each page of the confidential material marked "Confidential" and a cross reference designation in both the Qualification Package and in the confidential material so that the City can easily determine where the material belongs in the qualification package.

Any Qualification Package which contains confidential material must be accompanied by the following paragraph in the letter of transmittal:

"Pages _____ identified with the symbol _____ contain information that is a trade secret and/or which, if disclosed, could cause substantial injury to bidder's competitive position. (Bidder) requests that such information be used only for the evaluation of the proposal, and understands that disclosure will be limited only to the extent that the City determines is proper.

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If a contract is awarded to the bidder, the City will have the right to use or disclose the information as provided by law or in the contract. In any case, (Bidder) shall not hold the City liable for damages or in any other way for any disclosures that may occur."

SECTION 2: General Responsibilities and Information

Provide docking facility, labor, material and equipment required to provide repair to the Philadelphia Fire Boats to include but not be limited to: security watches, shore to power lines, dry-docking and reflation of the vessel and any additional work listed below.

Ameron, Dupont, and Benjamin Moore or equal for items to be painted according to manufacturer's recommendations and colors.

Awarded vendor will be responsible to measure and document placement of existing identification lettering, striping and decals (Decals furnished by City of Philadelphia) onto same location.

Presently there are some plans of the vessels available: Docking, shell expansion, general arrangement, and rudder tailshaft. Offset plan is available. All sizes are approximate.

It will be the responsibility of the successful bidder to protect the vessel. Keys to spaces requiring work will be turned over to the contractor.

2.1 CONDITIONS AND RESPONSIBILITIES

2.1.1 CITY OF PHILADELPHIA RESPONSIBILITIES

FIRE DEPARTMENT

- Will empty foam tanks, (Please note: MSDS Attachments are referenced in Attachment "A" of this Invitation and Bid).
- Will remove all pilferable items from vessel or lock up same aboard vessel. To include but not be limited to: all non-essential items, bells, additional brass items, clocks, all firefighting equipment, tools and supplies. Any movable items in the engine room.

OFFICE OF FLEET MANAGEMENT

- Will schedule ongoing job meetings and reserves the right to schedule meetings at a City of Philadelphia facility or at the vendor's location.
- Will fill ballast tanks prior to shakedown cruise.
- Will re-install the necessary items for the shakedown cruise.

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RIVER TRIALS

During river trials, the City of Philadelphia will provide a crew. The City of Philadelphia will be inspecting all area of the fire boat on river trials.

Time frame of river trials ½ to 1 hour. The City of Philadelphia will perform a preliminary full function test of the fire boat at vendor's facility and a final full function test of the Fireboat at the City facility prior to acceptance. It is anticipated that the test will run three hours.

2.1.2 **Vendor Responsibilities**

- Responsible to maintain a temperature of 50°F or higher to protect against freeze damage and ensure no cracking failure to any water vessel pipe or tank. Awarded vendor will be responsible for damages resulting from temperature not being maintained. (The City's On-Board Heating System can be utilized while in the Vendor's custody).
- Compartments opened up, covers and landings to be cleaned and new gaskets cut and installed.
- **Electronic Modules:**
The awarded vendor is responsible to disconnect any and all connections to all electronic control modules, computers etcetera for any and all operating systems prior to performing any welding. **Failure to comply with this procedure will damage these units and the shipyard will be held responsible to replace.**
- Sand blasting, water blasting:
All port lights, pilot house windows are to be adequately protected from damage. Ventilators, watertight doors, and pilot house doors are to be sealed tight. In other words no foreign materials to enter vessel.
- Spray painting outside or inside of vessel:
Any unpainted items such as gaskets, motors, controllers, switchboard generators are to be protected against paint and paint mist.
- Material replacement and painting shall be as per OEM unless Otherwise advised and approved by OFM Project Manager.

All new and disturbed work to be prepared and painted as in the specification. All removed, reinstalled or new securement to be coated with a non-seizure coating.

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After removing any valves for inspection, the contractor will renew any gaskets that have been disturbed and repack valve stems.

- Maintain a log book (in triplicate form, with numbered pages) on site to describe repairs as they occur daily and document significant work in progress and inspections conducted by Project Manager, authorized OFM agent, and/or District Fleet Manager.

Awarded vendor shall keep notes of all conditions found and repairs made, for example, the main engine sea strainer, sea chests, tailshaft and rudder clearances, paint on hull, etc. in the course of repairs.

Awarded vendor will maintain a log of all items installed that shall include all applicable serial numbers and identification numbers.

- Fax a copy of previous day daily log each morning to Project Manager and the Philadelphia Fire Department or their authorized agent.
- Upon arrival of Fire Boat at the awarded vendor's shipyard, shipyard personnel are responsible to remove and secure the pilot wheel during repair period and reinstall for river trial and transport to home port.
- All replaced items to be held for inspection by City of Philadelphia. The OFM Project Manager or authorized OFM agent will designate what is scrap.
- **Successful bidder will notify the OFM Project Manager and OFM Materials Manager immediately of any personnel changes (resignations, terminations, reassignments) that may impact the ability of vendor to complete repairs within the time periods as defined with this Invitation and bid.**

2.2 Authorization Procedures

Upon receipt of vessel, awarded vendor will notify the OFM Project Manager 48 hours in advance prior to all specific scheduled inspections (example: closing up a tank, valves, painting, etc.). The Project Manager or his designee must be present during specific scheduled inspections.

The awarded vendor and the OFM Project Manager shall agree upon those line items listed in Section 2 that will be utilized for repair.

The OFM Project Manager or authorized OFM agent shall be advised when blasting and painting will be done.

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All additional inspection work shall be in writing as per contract pricing and as approved by the OFM Project Manager. **No work shall be started without prior approval of the OFM Project Manager.**

2.2.1 **Additional Repairs**

The successful vendor shall create a "change order" for each item found, describing the condition as found and proper repair necessary. The change order shall be broken down into labor hours and parts required to complete the repair.

No work shall be considered until a signed change order form is presented to authorized OFM agent. The quote shall be negotiated and once an agreed upon cost is approved the authorized OFM agent shall sign and authorize the repair to be performed.

2.2.2 **Timeliness of Repair**

Upon agreement of repairs, the bidder shall give an estimated time frame for completion of repairs. Unless otherwise pre-approved by the OFM Project Manager, the estimated time may not exceed 120 days. (See Paragraph 4.2.9 - Penalties)

2.3 **Delivery and Return of Fire Boats**

The City of Philadelphia Fire Department reserves the right to transport vessel to and from the vendor location. PFD will not pilot any vessels into the ocean for transport.

If the successful Bidder's repair facility is located within the 150 mile radius of the City of Philadelphia and without necessity for the City to transport the Fire Boats into the ocean, then it will be the responsibility of the City of Philadelphia to deliver and return the Fire Boat to and from the successful Bidder's repair facility.

If the successful Bidder's repair facility is located over the 150 mile radius of the City of Philadelphia and/or if it would be necessary to transport the City's Fire Boats into the ocean during the contract period, then it shall be the successful Bidder's responsibility to deliver and return the Fire Boat to and from the awarded bidder's repair facility. Any damage to City vessel(s) while under awarded vendor's transportation authority shall be the responsibility of the awarded vendor.

The successful bidder must tow the Fire Boat from City facility to vendor's site and from vendor's site back to City facility. City personnel shall reserve the right to be present during transportation to and from City and vendor facilities. The City will be responsible for the cost of transporting its employees.

Vendor will be responsible for the cost of transporting its Employees.

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Bidders shall state a Lot Price for each Fire Boat in Section 5, "Pricing", to deliver and return the Fire Boat to and from the successful Bidder's repair facility if located over a 150 mile radius of the City of Philadelphia and/or if it would be necessary to transport the City's Fire Boats into the ocean during the contract period.

2.4 **Subcontracting**

Subcontracting of services outside of vendor's shall be allowed and paid under this contract, provided subcontracted services are pre-approved by the Project Manager. Subcontracting costs shall be REIMBURSED BY THE CITY AT VENDOR'S ACTUAL PURCHASE COST FROM THEIR SUPPLIER/AGENT PLUS A 5% MARK-UP to cover vendor's administrative handling. Vendor must submit a copy of original subcontractor's invoice with their invoice to the City.

2.5 **SCOPE OF WORK**

2.5.1 **SCHEDULE A -Fireboats-Franklin and Delaware**

FRANKLIN and DELAWARE

L.O.A. 79'4"

Breadth 19'

Depth 11'2"

Estimated displacement weight of each vessel is 172 long tons

2.5.1.1 **Dry Docking Hull Cleaning and Painting**

Fire boat to be removed from the water by a railway dry dock or travel lift.

Underwater part of hull shall be surveyed as to the condition of the hull, paint, rudder, skeg, tail shaft, anodes, propeller, sea chests and depth sounder. An evaluation will be made as to fleeting or shifting the vessel onto blocks after final coat of paint has been applied for the cleaning and painting under keel blocks. Separate pricing for fleeting, local cleaning, and applications shall be applied.

- a. Blocking for dry dock
- b. Tug to shift vessel on and off dry dock
- c. Line handlers shifting on and off dry dock to and from pier.
- d. Necessary facilities of shore current, fire, water, air lines, gang plank or ladder. Air ventilation to be connected and maintained.
- e. Service of chemist related to items within bidding specifications if required. Competent person to maintain certificate while in the shipyard.
- f. Necessary removals to effect repairs to be replaced in good order.
- g. All new and disturbed work to be tested and proven tight.

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- h. All new and disturbed work to be recoated.
- i. Necessary staging if required to be erected and removed to effect repairs during approved repairs.
- j. Removal of dirt and garbage generated by contractors.
- k. Provide fire watch as needed for all approved repairs.
- l. Provide crane service as required for all approved repairs.
- m. Supervision for all work completed under this contract.

2.5.1.2 **Hull cleaning and painting (keel to cap rail deck edge)**

Note present decals (2) to be removed, new decals will be furnished after painting.

2.5.1.2.1 **Keel to Draft**

- a. Hull to receive a good sand wash or pressure wash to remove all marine growth and slime.
- b. Allow to sandsweep 15% of the hull in way of abraided or otherwise bare areas.
- c. All areas Ameron Paint or equal, to be applied in accordance with manufacturer's recommendation.
- d. Apply two (2) coats of Bar Rust #235 to all bare areas.
- e. Apply (1) full coat of Ameron #235 Epoxy black, keel to draft.
- f. Note evaluation to be made as to fleeting vessel on blocks as noted in item 1.

2.5.1.2.2 **Draft to Caprail and Deck Edge**

- a. Area to receive a fresh water pressure wash to remove all dirt and loose paint.
- b. Allow to sandsweep 10% of the area in way of bare areas.
- c. Apply two (2) coats of Bar Rust # 235 to all bare areas.
- d. Apply (1) coat finish red color specification Dupont Shade paint #12-93-11. Chinese Red.
- e. Apply two (2) coats of black to cap rail Ameron # 229.
- f. Vendors will be responsible to measure and document placement of existing identification lettering, striping and decals (Decals furnished by City of Philadelphia and restore in same location.)

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- g. (2) coats of Benjamin Moore Iron Clad Safety White (07108) or equal. Same to be applied in following areas:

Stern	Marine I	8" block letters
Side and bow	The name of Boat	8" block letters

The City shall supply decals for the names on the side and the bow. The successful vendor shall install same. The successful vendor shall be responsible for painting the raised lettering on the stern.

- h. Allow to lay out and cut in the waterline and draft mark as original.

2.5.1.3 **Rudder - Skeg**

Rudder and skeg to be examined in place. Rudder and skeg bearing clearances to be taken. Inspect Rudder post packing for leaks and report findings.

2.5.1.4 **Steering Gear Compartment**

Remove cover and inspect steering gear compartment. Reseal and recover. Visually inspect steering gear compartment report findings and make recommendation.

Steering gear rams shall be inspected, report findings and make recommendation.

Allow for twenty audio gauge readings as needed. Must have City approval prior to shooting audio gauge readings.

2.5.1.5 **Aft Ballast Tank Flush deck bolted covers**

Remove cover and inspect ballast tank. Reseal and recover. Visually inspect tank report findings and make recommendation.

Allow for twenty audio gauge readings as needed. Must have City approval prior to shooting audio gauge readings.

2.5.1.6 **Fore Peak Tank Flush deck bolted covers**

Remove cover and inspect ballast tank. Reseal and recover. Visually inspect tank report findings and make recommendation.

Allow for twenty audio gauge readings as needed. Must have City approval prior to shooting audio gauge readings.

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2.5.1.7 **Space Under Galley**

Area to be washed down, all dirt removed. Approximately 10 sq. ft. in scattered areas to be wire brushed to bare metal with one coat of Bar Rust #235, buff and a second coat of Bar Rust #235 Red or equal applied.

2.5.1.8 **Foam Tank** (2) each 6' x 5' x 5' flush deck bolted covers Tanks to be opened (covers on open deck aft.) Interior of tanks to be cleaned of residual foam. Reportedly foam is a non hazardous material. Amount of foam or sediment to be reported to Project Manager, Deputy Fleet Manager as to disposal of same.

Overhead of (2) tanks wire brush or blast to bare metal. Apply solvent cutback corrosion preventative compound ML-C-16173 only to overhead, not to sides or bottom. Contractor may substitute another coating only if acceptable to Project Manager.

2.5.1.9 **Fuel Tanks** (2)

Open up covers, gauge with attending surveyor the amount of fuel in the (2) tanks and put amount in a report. Fuel to be pumped ashore for contractors use or in holding tank. Refill tanks with diesel fuel of same specifications as used by the fire boat to a total amount of 1,000 gallons. Contractor to submit an invoice of amount re-supplied to reach 1,000 gallons with the removed amount returned to vessel or replaced.

Note: The City of Philadelphia does not want the waste stream generated from this vessel mixed with any other waste stream which may have no history or control. The City wants the sludges/substances to be separately packaged and disposed of by incinerator rather than a land fill. All removal packaging, disposal and transport of regulated substances must be in conformance with all applicable local, state and federal laws. Manifest must be submitted to Project Manager, First Deputy, Fleet Manager for disposal on all regulated substances.

After fuel tank 14' x 8' x 5' 1265 gallons.
Forward fuel tank 10' x 5' x 6' 1125 gallons.

Fuel additive to be added after tanks have been refilled. City of Philadelphia will provide additive to be added.

The City also requires that the tank be wiped down and cleaned with a certificate "Safe for Men" prior to entering tank. Before closing tanks, all interested parties to inspect tanks as to cleanliness and that no foreign objects have been left in tank just prior to closing up tanks.

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- 2.5.1.10 **Sea Chests** (7) and strainers 12" x 16"
(4) fire pump
(1) main engine raw water cooler
(1) main generator raw water cooler
(1) back up 20K generator raw water cooler

Sea chest stainless steel 3/4 mesh strainers to be removed. Chest to be blasted and sanded to white metal. Surface preparation and coating to be the same as hull. Strainers to be reinstalled.

- 2.5.1.11 **Sea Valves** Open valves, inspect, clean and close. Also, repack the bonnet.
One (1) Duplex Strainer, main engine, 3-1/2" valve
One (1) Generator Engine Strainer, 2" valve
Four (4) Fire Pump Valves, 6" in diameter
One (1) Back-up generator strainer 2" valve

- 2.5.1.12 **Air Blow Down Valves** (6) (1/2" in size)
Operate and verify correct operation

- 2.5.1.13 **Overboard valves** (2)
Forward starboard side main engine
Port side 27K diesel generator
Port side 20K diesel generator
Valves to be opened up for cleaning and inspection, close up.

- 2.5.1.14 **Tailshaft Cooling Water** 3/4" valves and nipple (top of tailshaft box.) Valve to be removed from nipple. Nipple to be removed for cleaning and inspection and reinstallation.

- 2.5.1.15 **Main Engine Duplex Strainer**
Remove strainer body from piping, open up valve completely. Clean, inspect, repack valve stem, dress or grind in (2) strainer caps and body and cap landings. Cut tight and fit new gaskets for strainer caps, suction and discharge side of strainer. Replace securement nuts and bolts if defective. Furnish (1) spare strainer basket as original.

Prove strainer baskets caps tight under working conditions. (Please note: The sea valve for this strainer is 3 1/2", and the strainer pipe is either 3 1/2" or 4" in diameter).

- 2.5.1.16 **Generator Duplex Strainer**
Open up strainer valve completely for cleaning. Inspect strainer body. Repack valve stem. Dress strainer caps and landings.

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Furnish and install new strainer cap gaskets. Prove strainer caps tight under working conditions. Furnish two (2) spare strainer basked. (Please note: The sea valve for this strainer is 2", and the strainer pipe is 2 ft.). Check back up generator.

2.5.1.17 **Propeller (54" x 56")**

Inspect rope guard propeller protecting tailshaft. Inspect (4) bladed bronze propeller. Dress light nicks in blades and polish wheel. Report findings and make recommendation.

Option: Remove & replace the propeller

Option: Install new rope guard

2.5.1.18 **Tailshaft (5")**

Take readings of tailshaft cutlass and intermediate bearings. Report readings.

Blow out cooling water line to shaft.

2.5.1.19 **Electric Motors (11) and Generators (2)**

Inspect and megger all motors and generators required. All motors to be tested with attached wiring to panel or switchboard.

1. Steering motor
2. Foam tank
3. Bilge pump
4. Ventilation exhaust
5. Ventilation supply
6. Fresh water pump
7. Air compressor
8. Tower motor with (2) limit switches upper deck D.C
9. Anchor windlass motor
10. Ventilation Crew Quarters DC
11. Bilge Ventilation DC
12. 22 kw Cummins/ONAN generator 120 volts, A.C. and D.C. or;
13. 20 kw Perkins generator 120 volts, A.C. and D.C. or;
14. 27 kw John Deere 120 volts, A.C. and D.C.

Report to be furnished by vendor to Project Manager and/or District Manager to advise which motors and generators are to be removed from foundation or housing to be sent, as above for cleaning, coating, dressing armature, fitting new bearings, testing and reinstallation.

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2.5.1.20 **Rudder Angle Indicator**
Verify correct alignment. Alignment check to be made with rudder in full left, full right and midship positions. Report findings and make recommendations.

2.5.1.21 **Welding**
(various welding of seams, pitted areas and additional welding replacement plates, or repairs needed as found during hull inspection)

Provide cost for one hundred linear feet, one pass of weld including grinding and preparation to weld.

Provide cost of second pass of weld for one hundred linear feet of weld including grinding and preparation to weld.

2.5.1.22 **Audio Gauge**
Allow for additional 225 various audio gauge points in any area as approved by project manager.

2.5.2 **SCHEDULE B-INDEPENDENCE**

INDEPENDENCE

L.O.A. 66' 6"
Breadth 19' 8"
Depth 2.5'
Hull Aluminum construction

2.5.2.1 **Dry Docking Hull Cleaning and Painting**
Fire boat to be removed from the water by a railway dry dock or travel lift.

Underwater part of hull to be surveyed as to condition of hull, paint, anodes, propeller, sea chests water scoops, water jets and depth sounder. Evaluation to be made as to fleetting or shifting vessel on blocks after final coat of paint has been applied for the cleaning and painting under keel blocks. Separate price for fleetting, local cleaning and applications shall apply.

Services (OR AS RELATED TO TRAVEL LIFT)

- a. Blocking for dry dock
- b. Tug to shift vessel on and off dry dock
- c. Line handlers shifting on and off dry dock to and from pier.
- d. Necessary facilities of shore current, fire, water, air lines, gang plank or ladder. Air ventilation to be connected and maintained.

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- e. Service of chemist related to items within bidding specifications if required. Competent person to maintain certificate while in the shipyard.
- f. Necessary removals to effect repairs to be replaced in good order.
- g. All new and disturbed work to be tested and proven tight.
- h. All new and disturbed work to be recoated.
- i. Necessary staging if required to be erected and removed during approved repairs.
- j. Removal of dirt and garbage generated by contractors.
- k. Provide fire watch as needed for all approved repairs.
- l. Provide crane service as required for all approved repairs.
- m. Supervision for all work completed under this contract.

2.5.2.2 **Hull cleaning and painting (keel to cap rail deck edge)**

Note present decals to be removed, new decals will be furnished after painting.

2.5.2.2.1 **Keel to Draft**

- a. Hull to receive a good sand wash or pressure wash to remove all marine growth and slime.
- b. Allow to sandsweep 15% of the hull in way of abraided or otherwise bare areas.
- c. All areas Ameron Paint or equal, to be applied in accordance with manufacturer's recommendation.
- d. Apply two (2) coats of Bar Rust #235 to all bare areas.
- e. Apply (1) full coat of Ameron #235 Epoxy black, keel to draft.
- f. Note evaluation to be made as to fleeting vessel on blocks as noted in item 1.

2.5.2.2.2 **Draft to Caprail and Deck Edge**

- a. Area to receive a fresh water pressure wash to remove all dirt and loose paint.
- b. Allow to sandsweep 10% of the area in way of bare areas.
- c. Apply two (2) coats of Bar Rust # 235 to all bare areas.
- d. Apply (1) coat finish red color specification Dupont Shade paint #12-93-11. Chinese Red.
- e. Apply two (2) coats of black to cap rail Ameron # 229.

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- f. (2) coats of Benjamin Moore Iron Clad Safety White (07108) or equal to be applied to draft marks area.
- g. The City shall supply decals for the names on the side and the bow. The successful vendor shall install same. The successful vendor shall be responsible for painting the raised lettering on the stern for draft.
- h. Allow to lay out and cut in the waterline and draft mark as original.

2.5.2.3 **Fuel Tanks** (4)

Gauge with attending surveyor the amount of fuel in the (4) tanks and put amount in a report. Fuel to be pumped ashore for contractors use or in holding tank. Open inspection will cover the inspection as well as cleaning and reinstalling covers with new seal (in like kind). Replace fuel filters, refill tanks with ULSD diesel fuel of same specifications as used by the fire boat to a total amount of 1,000 gallons. Contractor to submit an invoice of amount re-supplied to reach 1,000 gallons with the removed amount returned to vessel or replaced.

Note: The City of Philadelphia does not want the waste stream generated from this vessel mixed with any other waste stream which may have no history or control. The City wants the sludges/substances to be separately packaged and disposed of by incinerator rather than a land fill. All removal packaging, disposal and transport of regulated substances must be in conformance with all applicable local, state and federal laws. Manifest of disposal of such substances must be submitted to the Project Manager.

Starboard fuel tanks (2) 380 gallons each.
Port fuel tanks (2) 380 gallons each.

2.5.2.4 **Sea Chests** (8) and strainers

- (2) fire pump
- (2) main engine and generator raw water cooler
- (4) jet intake

The sea chest stainless steel strainers to be removed. Chest to be blasted as needed to clean. Surface preparation and coating to be the same as hull in 2.3.2.2. Strainers to be reinstalled. Operate Air Blow Down Valves and verify correct operation.

2.5.2.5 **Sea Valves**

Open valves, inspect, clean and close. Also, repack the bonnet.

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One (1) Duplex Strainer, main engine, 3-1/2" valve
 One (1) Generator Engine Strainer, 2" valve
 Four (4) Fire Pump Valves, 6" in diameter

- 2.5.2.6 **Fresh Water Tank (50 gal. approx.)**
 Remove cover (o ring screw lid) drain and wash out tank and rinse clean. Report condition of tank. Close up tank with new gasket, refill tank with fresh water.
- 2.5.2.7 **Gray Water Tank (50 gal approx.)**
 Remove cover (o ring screw lid) drain and wash out tank and rinse clean. Report condition of tank. Close up tank with new gasket.
- 2.5.2.8 **Generators**
 Inspect and megger both generators (2). Load test to rating on attached plates. Inspect wire connections ect on generator. Report to be furnished by vendor to Project Manager, Deputy, Fleet Manager to advise of any issues found during testing. If any issues are found provide resolution options. If removal from foundation or housing is needed for component to be sent out for repair or refurbishment testing must be performed. Provide test results of repaired unit.
- 2.5.2.9 **TIG Welding** (various welding of seams, pitted areas and additional welding replacement plates, or repairs needed as found during hull inspection)

 Provide cost for one hundred linear feet, one pass of weld including grinding and preparation to weld.

 Provide cost of second pass of weld for one hundred linear feet of weld including grinding and preparation to weld.
- 2.5.2.10 **Audio Gauge**
 Allow for additional 225 various audio gauge points in any area as approved by project manager.
- 2.5.2.11 **Hamilton Jets Drives**
 The awarded vendor shall be responsible to coordinate with Hamilton Jet Corporation to provide a certified Hamilton Jet technician to inspect and oversee any repairs necessary. Coordination will be necessary between the City of Philadelphia, awarded vendor and Hamilton Jet as to the exact date vessel shall be accessible on dry-dock. The shipyard will provide the needed services to support and assist the Hamilton Jet Technician to perform his/her work during inspection and any and all required repairs.

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The Hamilton Jet technician shall be "hands on" in performing the inspection and any work as a result as well as overseeing any personnel supplied by the awarded vendor to assist.

Hamilton Jet contact information:

Mr. Carl Liberman at 1-800-423-3509 or carl.liberman@hamiltonjet.com. Hamilton Jet is located in Seattle Washington with a three hour time difference.

The awarded vendor is authorized by the City of Philadelphia to utilize only Hamilton Jet technicians as instructed by Hamilton main office. Awarded vendor shall be reimbursed by the City at the vendors actual costs (service technician labor cost, room and lodging fees) from Hamilton Jet (as shown on Hamilton's invoice) + 5% mark up. Vendor must submit a copy of the original suppliers invoice with their invoice to the City for payment. No overhead, expenses, etc. shall apply to these costs. Any overhead, expenses, etc. must be factored into the vendor's quoted labor rates. No additional charges shall be paid by the City.

2.6 **WARRANTY**

All parts to be delivered and work performed under this contract must carry a one (1) year warranty or the original equipment manufacturer's warranty, whichever is greater. During this period the contractor shall make all necessary repairs and adjustments and provide parts replacement to the City at no charge.

2.6.1 **WARRANTY REGISTRATION**

The City of Philadelphia requires the successful bidder to supply WARRANTY REGISTRATION of all warrantable components.

The warranty registration forms shall be supplied to the City by the successful bidder, listing component descriptions and serial numbers. Each form shall require the signature of City Philadelphia Project Manager and/or OFM District Manager and the successful bidder where applicable.

If the successful vendor supplies a standard warranty registration form which includes disclaimers, the City reserves the right to refuse to sign. If no other registration form can be supplied, the City shall sign the standard form as a "**REGISTRATION ONLY.**"

The City recognizes only the warranty terms cited in the Invitation to Bid and **agreed to** in the contract awarded to the successful bidder, under Warranty Section, Engineering Responsibility & Chronic Complaints/Failures, Paragraph 2.28.3.

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The City reserves the right to hold final payment until all warranty registrations are completed and a copy of such registrations supplied to OFM.

All minor repairs (less than four (4) labor hours) shall be performed within one working day, Sundays excluded.

NOTE: All minor repairs (over four [4] labor hours shall be performed within 2 working days, Sundays excluded.

All major repairs shall be performed within 7 working days, Sundays excluded.

City of Philadelphia reserves the right to perform warranty repairs. All warranty work performed by City forces will be billed at the rate of \$52.00/hour.

Transportation to and from the vendor's site, if required, is the successful bidder's responsibility. If this is performed by City forces it will be invoiced at \$52.00/hour.

If the time intervals for minor repairs are exceeded, the City of Philadelphia reserves the right to perform warranty work with direct invoicing to the successful bidder not the manufacturer.

Copies of Warranty Repair Orders shall be forwarded to the Office of Fleet Management after completion of each repair.

2.6.2

ENGINEERING RESPONSIBILITY AND CHRONIC COMPLAINTS/FAILURES

This additional warranty shall not expire at the end of the initial warranty period even when the correction is performed in the last days of the original, stated, warranty period.

The term **CHRONIC COMPLAINTS/FAILURES**, as used herein, shall mean that the same component, sub-component, assembly or part, such as an engine, transmission, differentials, hydraulic system, pumps, etc. Includes valves, controls, water pumps, high pressure water systems, etc., develops repeated defects, breakdowns, and or malfunctions.

The responsibility for the design of this equipment shall rest upon the successful vendor, and they shall consider all elements of operations for which the warranty shall apply. The successful vendor shall be responsible for the compliance and performance of each subcontractor, including all suppliers.

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Where the equipment, units and/or sub components develop CHRONIC COMPLAINTS/FAILURES during service operations, the successful vendor will be required to make any engineering design changes, repairs, alterations, retrofits or to make an adequate heavy duty redesign of any component so as to properly correct and continue to render continuous, durable and safe performance. Warranty periods shall be for an additional one year, measured from the completion date of any corrective measures.

This additional warranty shall not expire at the end of the initial warranty period even when the correction is performed in the last days of the original, stated warranty period.

In the event the successful vendor fails to address, or make the proper changes, repairs, modifications, retrofits, or does not render field service after written notice, or unnecessarily delays any action, the Office of Fleet Management shall have the option of seeking appropriate restitution for loss of production.

The successful vendor shall also be subject for Loss of Use, in the form of \$200.00 per day fee, while the "Fireboat" is rendered unserviceable or out-of-service.

2.6.3

ADDITIONAL REPAIRS

It is anticipated that the above list of inspection items will lead to additional repairs as detected during the inspection process. In section 5 "Pricing" bidders are requested to provide costs for services provided, at the time of the bid opening, as described below and in the pricing structure. Prices quoted MUST not contain more than two (2) decimal places.

2.6.3.1 Labor
Labor Rate Hourly (hr) Mechanical journeyman, all trades
Painting journeyman Helper, all trades

2.6.3.2 PARTS
Parts shall be reimbursed by the City at the vendors actual purchase cost from their supplier(as shown on supplier's invoice) + 15% mark up. Vendor must submit a copy of the original suppliers invoice with their invoice to the City for payment. No overhead, expenses, etc. shall apply to these costs. Any overhead, expenses, etc. must be factored into the vendor's quoted labor rates. No additional charges shall be paid by the City.

SECTION 3: QUALIFICATIONS AND BID EVALUATION AND AWARD

3.1 **EVALUATION:**

The award of the contract to the successful bidder will take place in three stages.

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3.1.1 **Qualification Stage:**

3.1.1.1 The qualification information furnished by the bidders in accordance with Section 1.10.4 through 1.10.4.1.(5) will be received by the City of Philadelphia Procurement Department for determination as to bidder's ability to perform the scope of services listed.

3.1.1.2 The City may require bidders to briefly discuss or clarify their submission.

3.1.1.3 The Procurement Department and Office of Fleet Management shall evaluate all on-time submissions.

3.1.1.4 The City shall not be liable for any costs associated with the development, preparation, transmittal or presentation of any information or material submitted in response to this qualification information request. All information/material submitted becomes the sole property of the City and will be retained, returned, or destroyed at the City's discretion.

3.1.1.5 **Reservation of Rights**

The City reserves and may exercise the following rights and options with respect to the qualification process:

3.1.1.5.1 To qualify one (1) or more bidders

3.1.1.5.2 To reject any and all qualification information received pursuant to this request.

3.1.1.5.3 To supplement, amend, substitute or otherwise modify the qualification information request at any time prior to bidder qualification and to cancel this process with or without another qualification process or to extend the submittal date and request additional qualification; information prior to final determination of bidders eligible for award.

3.1.1.5.4 To request additional qualification: Information (including information inadvertently omitted) and to conduct investigations with respect to the qualifications of each bidder submitting qualification information.

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- 3.1.1.5.5 To expressly waive any defect or technicality in the qualification information received.
- 3.1.1.5.6 All bidders submitting qualification information will be informed in writing of the City's decision.
- A. If a bidder's qualification information is determined to be non-responsive per the requirements of this bid, the bidder will be disqualified. Disqualification for non-responsiveness is final in the sole judgment and discretion of the City.
- B. Bidders disqualified for reasons of responsibility who wish to appeal the decision must do so within (two 2) business days of receipt of notification by the City.
- 3.1.1.5.7 Only those bidders determined qualified will be eligible for award. Bid packages from disqualified bidders will not be opened and will be returned unopened to the address specified in Section 1.10.3.
- 3.1.1.5.8 The City reserves the right to make site inspections of the contractor's facility, whether announced or unannounced prior to the award of this Invitation and Bid and during the life of the contract.

3.1.2 Bid Evaluation Stage:

Notification of the Bid Opening date, for bids that were submitted by vendors who have been deemed qualified, shall be announced once the City has completed its review of the Bidder Qualification Stage.

- 3.1.2.1 Bids will then be evaluated by the Procurement Department and a Selection Committee from the Fire Department and Office of Fleet Management.
- 3.1.2.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.

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3.1.2.3 Bids which are determined to be non-responsive for reasons of:

- (i) improper bid execution
- (ii) incompleteness
- (iii) offering counter terms and conditions
- (iv) 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 and is in the sole judgment and discretion of the City.

3.2 AWARD:

3.2.1 BASIS OF AWARD

Evaluation of this bid to determine the lowest bidder will be as follows:

Awarded as a whole to the lowest aggregate responsive, responsible bidder for the total of items in sections 5.1 through 5.3.5.

3.2.2 LBE Calculation:

In applying the 10% preference, if applicable, the bid price of the LBE will be multiplied by .90 and rounded to the second decimal place. In applying the 5% preference, if applicable, the bid price of the 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 the bid is awarded as a whole or by section, the local bid preference may be applicable. If the bid is awarded by line item, the local bid preference is not applicable.

Unless the Procurement Commissioner determines to waive the preference for the reasons stated in subsection 7b. of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the required information, shall be granted the applicable bid preference on competitive bid(s) awards that are awarded as a whole or by section.

3.2.3 Performance Security

In this bid, Performance Security in the amount of \$25.00 is required as outlined in paragraph 13 of "SS&E Terms and Conditions of Bidding and Contract".

Any applicable, performance security shall be required for any subsequent renewal periods.

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3.2.4 **INSURANCE** - Contractor shall procure and maintain at its sole cost and expense, during the entire period of the Agreement (including any applicable warranty and/or renewal periods) the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and acceptable to the City. 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 be in a form and content acceptable to the City and 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. The City of Philadelphia, its officers, employees and agents are to be named as additional insureds on all policies required hereunder, except the Workers' Compensation and Employer's Liability. Also, an endorsement is required stating that the coverage afforded these parties as additional insureds will be primary to any coverage available to them. The City's coverage as an additional insured shall be primary coverage and all policies shall also waive all subrogation rights as to the City.

The City reserves the right to require Contractor to furnish certified copies of the original policies of all insurance required hereunder at anytime upon ten (10) days prior written notice to Contractor. The insurance requirements set forth herein are not intended and shall not be construed to modify limit or reduce the indemnification made in this agreement by Contractor to the City or to limit Contractor's liability under this Agreement to the limits of the policies of insurance required to be maintained by Contractor hereunder.

(a) **Workers' Compensation and Employers' Liability**

- (1) Workers' Compensation: Statutory Limits
- (2) Employers' Liability: \$500,000 Each Accident - Bodily Injury by Accident; \$500,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.
- (3) Other States Endorsement including Pennsylvania
- (4) Including: US Longshoremen Harbor Workers' Coverage (LHWCI) and Jones Act

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- (b) **Commercial General Liability Insurance**
- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. Provider, however, that the City may require higher limits of liability if, in City sole discretion, the potential risk so warrants.
 - (2) Coverage: Premises operations; blanket contractual liability; personal injury liability; independent contractors; employees and volunteers as additional insureds; cross liability; broad form property damage (including loss of use) liability and explosion, collapse and underground.
- (c) **Ship Repairer Legal Liability**
- (1) Coverage for physical loss of or damage to the City's fire boats for the full replacement value of the fire boats including equipment and other interests on board, in Bidder's care, custody and control with a minimum limit of \$1,000,000.
 - (2) Coverage extended to include liability for third party bodily injury and property damage insurance with a \$1,000,000 per occurrence limit, including but not limited to Collision and Tower's Liability coverage.
- (d) **Commercial Automobile Liability Insurance**
- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability.
 - (2) Coverage: Owned, hired and non-owned vehicles.
- (e) **Marine Pollution/Environmental Impairment Liability Insurance** with a \$5,000,000 per occurrence/aggregate limit. Coverage shall include but not be limited to sudden, accidental and gradual occurrences, release of contaminants, environmental clean-up/remediation, and legal defense costs.
- (f) **Umbrella Liability (or Bumbershoot Liability) Insurance** for non-marine and marine liability insurance extending general liability, auto liability, employer's liability, ship repairers legal liability, and pollution liability insurance to a minimum of \$5,000,000 per occurrence.

All of the liability insurance policies and coverages and the first party insurance policies and coverages for the fire boats shall include the City of Philadelphia, its officers, employees and agents as an additional insureds and loss payees. All deductibles shall be for the Contractor's account. Ship Repairer's Legal Liability insurance deductible for the fire boat shall not be in excess of \$10,000. The policies issued pursuant to this Contract shall waive all subrogation rights as to the City.

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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.

The Ship Repairer's Legal Liability Insurance extended to cover the fire boats shall designate and acknowledge that City is the owner of the fire boats and that its interest as owner of fire boats 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 amount of the replacement value of the fire boats 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 physical damage portion of the policy covering the fire boat shall specifically identify City as the loss payee hereunder.

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 for 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 the fire boat or the carriage of any cargo without all required insurance being in effect.

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.

All original certificates of insurance shall be submitted to the Procurement Department, Room 170, Municipal Services Building, Philadelphia, PA 19102-1685, Attention: Paul Jones, with a copy sent to the Risk Management Division, 1515 Arch Street, 14th Floor, Philadelphia, PA 19102, Attention: Debbie Lawton or Fax to (215) 683-1718.

3.2.5

DISCLOSURES: SLAVERY ERA RECORDS, FEMALE EXECUTIVES AND SOLE SOURCE CONTRACTS.

In accordance with Philadelphia Code Section 17-104 (2), 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.

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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 disclosure and/or any failure to comply with these requirements 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.

In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:

- (i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;
- (ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and
- (iii) the intended efforts by the contractor to achieve the aspirational goals.

This information should be submitted with the bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

If this is a Sole Source Contract, bidder is subject to the disclosure requirements established under Chapter 17-1400 of The Philadelphia Code.

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY

4.1.1 Order Against Contracts

- (i) Upon contract conformance of a Firm Limit bid, the Procurement Department shall apply the department's requisition against the contract and issue a purchase order for product and/or service awarded.

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(ii) Subsequent to contract conformance of a Requirements bid, purchase orders will be issued at such time that the product and/or service is needed. Such purchase orders will show if delivery is to be made upon receipt of order, or only after notification by the using department.

4.1.2 Invoices shall be submitted after delivery and acceptance of the product 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 as specified in Section 4.2.8., this is necessary to process payments of the Contractor as quickly as possible. Invoices which are not in accordance with the instructions in section 4.2.8 will be rejected for correction.

4.1.3 The Using agencies and departments are responsible for monitoring the services and/or products delivered 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.

4.1.4 **ADD-ONS**

The City reserves the right to add, delete or change locations; or to acquire other equipment, services or products that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows:

Procurement or the using department will obtain from the Vendor a letter (on his/her letterhead) verifying the items to be added. The letter shall include the complete description of the item, the location (if applicable), the bid number, bid scheduled number, the price to the City and the applicable contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract.

4.2 **VENDOR RESPONSIBILITY**

4.2.1 Contractor may deliver only products, services or equipment 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.

4.2.2 Contractor may deliver only products, services or equipment 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).

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4.2.3 Contractors may deliver products, services or equipment up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.

4.2.4 In the event that the contractor receives an order for products or 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 ordering agency in writing and refuse to deliver.

4.2.5 Should services be performed 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.

4.2.6 For performance of services, contractor(s) shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase expiration, so long as the order was placed prior to the purchase order expiration date.

4.2.7 Contractor will be responsible for all equipment, property etc. that is left on the Fireboat. Vendor and the City will do an inventory check both prior to commencement of work and upon completion of work.

4.2.8 **INVOICING**

Vendor will submit invoices for services rendered, completed and approved by the Office of Fleet Management Project Manager during the contract period. Invoices may be submitted after receipt of the purchase order from Procurement for work completed, inspected and accepted by the Office of Fleet Management.

Invoices should be sent in triplicate (one (1) original and two (2) copies) of fully itemized invoices to the following location:

OFM-Accounts Payable
Attn: Wanda Shepard-AP Supervisor
100 South Broad Street, 3rd Fl
Phila Pa 19102
215-686-1893
Wanda.Shepard@phila.gov

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Processing of the invoice payment(s) is the responsibility of the OFM, not the Procurement Department, however the payment and actual release of the check involves the process of several city agencies. OFM does not release checks for payment. The successful vendor should bring any problems concerning payments to the attention of Wanda Shepard, the OFM accounts payable supervisor at 215-686-1893, who will advise the awarded vendor on the status of their payment.

Payment problems not resolved by the Accounts Payable Supervisor should be brought to the attention of the Administrative Officer:

Robert Razler
Administrative Officer
100 South Broad Street, 3rd Fl
Phila. Pa. 19102
215-686-1856
Robert.Razler@phila.gov

4.2.9 PENALTY

Vendor shall be assessed a penalty fee of 1% of total cost of the contract per day for each day past the scheduled completion date of work (see Paragraph 2.2.2) and will be deducted from invoices submitted by the vendor. The City of Philadelphia Project Supervisor, Office of Fleet Management First Deputy Fleet Manager, reserves the right to waive any penalty fees if it has been determined that such delays in completion of work were beyond control of the vendor.

4.2.10 MINIMUM WAGE & BENEFITS AND PREVAILING WAGE

If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. Please see Paragraph 29, "MINIMUM WAGE & BENEFITS AND PREVAILING WAGE" of the SS&E Terms and Conditions of Bidding and Contract.

4.3 EVENTS OF DEFAULT

The occurrence of any of the following shall constitute a material breach by vendor and an event of default:

4.3.1 An instance of illegal, unethical or improper business practices shall be deemed an automatic event of default without any right to notice or cure from the City and upon occurrence, the City may terminate this contract or exercise such other remedies available hereunder, at law or in equity. Such practices include, without limitation, theft, disregard of safety procedures, and falsification of records. Additionally, any other material breach or non-performance of the contract by the vendor shall be grounds for termination of the contract.

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The vendor shall be in default for failing in the performance of any covenant or condition herein required by the vendor.

- 4.3.2 Vendor's refusal or failure to observe or perform any provision, covenant or any portion of its obligations under this contract shall be an event of default if vendor does not remedy such breach to the satisfaction and approval of the City of Philadelphia Project Supervisor, Office of Fleet Management First Deputy Fleet Manager or his/her authorized OFM agent within ten (10) calendar days after receipt of written notice specifying the nature of such breach.
- 4.3.3 If vendor shall become or be declared insolvent or make an assignment for the benefit of creditors, or if proceedings are commenced for appointment of a receiver for vendor, or if proceedings for bankruptcy, arrangement, reorganization or composition of creditors under any laws is instituted by or against vendor, the City may, at its option, immediately without notice or opportunity to cure, declare the vendor in default.
- 4.3.4 In the event of any default by the vendor hereunder, the City may in addition to any other rights or remedies it may have under any statute, common law, equity, or under any bond provided by vendor all of which reserved, terminate the contract and solicit bids (if circumstances allow) and award a new contract, in which case the original vendor shall be liable to the City for all losses (including loss of revenue), costs, expenses, or damages suffered or incurred by the City by reason of the vendor's default.
- 4.3.5 Failure by the City to take any authorized action upon default by the vendor of any of the terms, covenants, or conditions required to be performed, kept and observed by the vendor shall not be construed to be or act as a waiver of the default or any subsequent default or of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the vendor.

4.4 **INDEMNIFICATION**

Contractor 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 by Contractor's act or omission or fault or negligence or the act of omission or fault or negligence of Contractor's agents, subcontractors, employees or servants in connection with this Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, failure to pay such subcontractors (including subconsultants and suppliers), any breach of this Agreement, and any infringement or violation of property rights (including, but not limited to, patent, copyright, trademark, service mark and trade secret).

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This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of this Contract.

4.5 **Vendor acceptance - In Submitting an executed bid, the Bidder agrees to the Contract Management Procedures as outlined in this section.**

SECTION 5: PRICING

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

The bidder's quoted price shall remain in effect for the term of the contract.

Unit pricing quoted below will prevail in case of any discrepancy(ies) between unit price and the extended amount and will be the determining factor in establishing applicable contract amount(s)/award.

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5.1 **SECTION A -Fireboats Franklin and Delaware**

Bidder shall submit fixed prices for the contract for all items identified in the bid.

		<u>FRANKLIN LOT PRICE</u>	<u>DELAWARE LOT PRICE</u>
5.1.1	Dry Docking Hull Cleaning and Painting (Paragraph 2.5.1.1)	\$ _____	\$ _____
	5.1.1.1 Fleeting, Local Cleaning and Applications (Paragraph 2.5.1.1)	\$ _____	\$ _____
5.1.2	Services (Paragraph 2.5.1.1 (a.) - (m.))	\$ _____	\$ _____
5.1.3	Hull Cleaning and Painting		
	5.1.3.1 Keel to Draft (Paragraph 2.5.1.2.1)	\$ _____	\$ _____
	5.1.3.2 Draft to Caprail and Deck Edge (Paragraph 2.5.1.2.2)	\$ _____	\$ _____
5.1.4	Rudder & Skeg (Paragraph 2.5.1.3)	\$ _____	\$ _____

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		<u>FRANKLIN LOT PRICE</u>	<u>DELAWARE LOT PRICE</u>
5.1.5	Steering Gear Compartment (Paragraph 2.5.1.4)	\$ _____	\$ _____
5.1.6	Aft Ballast Tank (Paragraph 2.5.1.5)	\$ _____	\$ _____
5.1.7	Fore Peak Tank (Paragraph 2.5.1.6)	\$ _____	\$ _____
5.1.8	Space Under Galley (Paragraph 2.5.1.7)	\$ _____	\$ _____
5.1.9	Foam Tank (Paragraph 2.5.1.8)	\$ _____	\$ _____
5.1.10	Fuel Tanks (Paragraph 2.5.1.9)	\$ _____	\$ _____
5.1.11	Sea Chests (Paragraph 2.5.1.10)	\$ _____	\$ _____
5.1.12	Sea Valves (Paragraph 2.5.1.11)	\$ _____	\$ _____
5.1.13	Air Blow Down Valves (Paragraph 2.5.1.12)	\$ _____	\$ _____
5.1.14	Overboard Valves (Paragraph 2.5.1.13)	\$ _____	\$ _____
5.1.15	Tail Shaft Cooling Water (Paragraph 2.5.1.14)	\$ _____	\$ _____
5.1.16	Main Engine Duplex Strainer (Paragraph 2.5.1.15)	\$ _____	\$ _____
5.1.17	Generator Duplex Strainer (Paragraph 2.5.1.16)	\$ _____	\$ _____
5.1.18	Propeller (Paragraph 2.5.1.17)	\$ _____	\$ _____
5.1.19	Tail Shaft (Paragraph 2.5.1.18)	\$ _____	\$ _____
5.1.20	Electric Motors and Generators (Paragraph 2.5.1.19)	\$ _____	\$ _____

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		<u>FRANKLIN LOT PRICE</u>	<u>DELAWARE LOT PRICE</u>
5.1.21	Rudder Angle Indicator (Paragraph 2.5.1.20)	\$ _____	\$ _____
5.1.22	Welding (Paragraph 2.5.1.21)	\$ _____	\$ _____
5.1.22.1	First pass (Paragraph 2.5.1.21)	\$ _____	\$ _____
5.1.22.2	Second pass (Paragraph 2.5.1.21)	\$ _____	\$ _____
5.1.23	Audio-Gauge (Paragraph 2.5.1.22)	\$ _____	\$ _____
5.1.24	Bidder shall state a Lot price to deliver and return the Fire Boat to and from the successful Bidder's repair facility if over a 150 mile radius of the City of Philadelphia and / or if it would be necessary to transport the City's Fireboats into the ocean during the contract period. (Paragraph 2.3)		
		<u>FRANKLIN</u>	<u>DELAWARE</u>
		\$ _____	\$ _____
		<u>FRANKLIN LOT PRICE</u>	<u>DELAWARE LOT PRICE</u>
	TOTAL AMOUNT	\$ _____	\$ _____

SCHEDULE B - FIREBOAT INDEPENDENCE

5.2 Bidder shall submit fixed prices for the contract for all items identified in the bid.

		<u>INDEPENDENCE LOT PRICE</u>
5.2.1	Dry Docking Hull Cleaning and Painting (Paragraph 2.5.2.1)	\$ _____
5.2.1.1	Fleeting, Local Cleaning and Applications (Paragraph 2.5.2.1)	\$ _____

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**INDEPENDENCE
LOT PRICE**

5.2.2 Services
(Paragraph 2.5.2.1(a.)-(m.) \$ _____

5.2.3 Hull Cleaning and Painting
5.2.3.1 Keel to Draft
(Paragraph 2.5.2.2.1) \$ _____

5.2.3.2 Draft to Caprail
and Deck Edge
(Paragraph 2.5.2.2.2) \$ _____

5.2.4 Fuel Tanks
(Paragraph 2.5.2.3) \$ _____

5.2.5 Sea Chests
(Paragraph 2.5.2.4) \$ _____

5.2.6 Sea Valves
(Paragraph 2.5.2.5) \$ _____

5.2.7 Fresh Water Tank
(Paragraph 2.5.2.6) \$ _____

5.2.8 Gray Water Tank
(Paragraph 2.5.2.7) \$ _____

5.2.9 Generators
(Paragraph 2.5.2.8) \$ _____

5.2.10 Tig Welding
(Paragraph 2.5.2.9)
5.2.10.1 First pass
(Paragraph 2.5.2.9) \$ _____

5.2.10.2 Second pass
(Paragraph 2.5.2.9) \$ _____

5.2.11 Audio Gauge
(Paragraph 2.5.2.10) \$ _____

5.2.12 Bidder shall state a Lot price to deliver and return the Fire Boat to and from the successful Bidder's repair facility if over a 150 mile radius of the City of Philadelphia and/or if it would be necessary to transport the City's Fireboats into the ocean during the contract period. (Paragraph 2.3)
\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6YT1040	PAGE OF 47 47
		FIRM NAME (Must be filled in)	

**INDEPENDENCE
LOT PRICE**

5.2.13 Hamilton Jets
(Paragraph 2.5.2.11)

MARK UP 5%
ESTIMATED EXPENDITURES 15,000

5.3 ADDITIONAL REPAIRS (all boats).
Costs for additional repairs needed as detected during the inspection process.
Prices quoted MUST not contain more than two (2) decimal places.
Labor Rate per hour (hr) (Paragraph 2.6.3)

26050-023-001
5.3.1 Mechanical journeyman, all trade \$_____ hr
(estimated usage: 25 hrs)

26050-023-002
5.3.2 Painting journeyman \$_____ hr
(estimated usage: 15 hrs)

26050-023-003
5.3.3 Helper, all trades \$_____ hr
(estimated usage: 15 hrs)

5.3.4 Parts shall be reimbursed by the City at the vendors actual purchase cost from their supplier(as shown on supplier's invoice) + 15% mark up. Vendor must submit a copy of the original suppliers invoice with their invoice to the City for payment. No overhead, expenses, etc. shall apply to these costs. Any overhead, expenses, etc. must be factored into the vendor's quoted labor rates. No additional charges shall be paid by the City. (Paragraph 2.6.3.2)

Mark up Estimated Parts Expenditures: \$10,500 15%

5.3.5 Subcontracting
Subcontracting of services outside of vendor's realm shall be allowed and paid under this contract, provided subcontracted services are pre-approved by the Project Manager. Subcontracting costs shall be REIMBURSED BY THE CITY AT VENDOR'S ACTUAL PURCHASE COST FROM THEIR SUPPLIER/AGENT PLUS A 5% MARK-UP to cover vendor's administrative handling. Vendor must submit a copy of original subcontractor's invoice with their invoice to the City. (Paragraph 2.4)

Estimated Expenditures: \$25,000.00
Mark Up 5%

ATTACHMENT "A"

**MSDS
ATTACHMENT**



4730 South Sixth Avenue • Mansfield, Texas, USA 76063
TEL: 817-473-9964 • FAX: (817) 473-0000

MATERIAL SAFETY DATA SHEET

CHEM GUARD 3% AFFF C-301

SECTION I: Identity

Manufacturer Chemguard, Inc. 204 South Sixth Ave. Mansfield, TX 76063 (817) 473-9964 Emergency telephone (817) 473-9964	Chemical name: mixture Chemical family: N/A Formula: N/A CAS No.: N/A Revision date: 5/5/96
---	--

SECTION II: Ingredients

Hazardous Ingredients	%	CAS No.	ACGIH TLV	Other Limits
NONE				
Other Ingredients Proprietary mixture of water, fluorocarbon surfactants, alkyl sulfates, ethoxylates, amphoterics, and corrosion inhibitors.				
SARA Title III reportable components NONE				

SECTION III: Physical/Chemical Characteristics

Boiling point: 212°-310° F.	Flash point (FMCC): 185° F.
Melting point: 28° F.	Vapor density (air = 1): N/A
Specific gravity: 1.02	Solubility in water: 100%
Vapor pressure (mm Hg): NA	Evaporation rate (butyl acetate = 1): < 1
pH: 7.0 - 8.5	Appearance and odor: Clear, very slightly yellow

SECTION IV: Fire and Explosion Hazard Data

Flash point (FMCC): 185° F.	Flammable Limits: Not flammable
Extinguishing media: Compatible with CO ₂ , dry chemicals, foam, water and halon.	
Special Fire Fighting Procedures: None	
Unusual Explosion Hazards: None	

"The Proven Formula: Products, People, and Performance"

Dry Chemical • Foam Concentrates • Twin Agents Units • Proportioners • Bladder Tanks • Foam Chargers • High Expansion • Mixers, Nozzles • Handline Nozzles • Mobile Foam Systems • Custom Systems

SECTION V: Reactivity data

Stability: Stable
Hazardous Polymerization: Will not occur.
Incompatibility: Avoid strong oxidizers and strong acids.
Decomposition Products: CO₂, CO, possibly NH₃

SECTION VI: Health Hazard Data

Routes of entry - Eye: May cause eye irritation.
Inhalation: May cause mild irritation.
Skin: May cause mild irritation.
Ingestion: Not an expected route of entry.

Health Hazard - Acute: Irritation of eyes, skin and mucous membranes.
Chronic: None known.

Carcinogenicity: Not a carcinogen.

OSEA regulated? NO

Medical Conditions Generally

Aggravated by Exposure: Skin irritation to individuals with sensitive skin.

Signs and Symptoms of Exposure: Watery eyes, reddening of skin.

Emergency and First Aid Procedures: Eyes: Flush with water and contact physician.
Skin: Rinse with water. Wash with soap and water.
Inhalation: Remove to fresh air.
Ingestion: Do not induce vomiting. Call Physician.

SECTION VII: Precautions for Safe Handling and Use

Precautions for Handling and Storage: Store in original container.

Release or Spill Measures: Contain and collect spill. Dispose according to Local, State and Federal Regulations.

Waste Disposal Method: Dispose according to Local, State and Federal Regulations. Send to local waste treatment plant only with permission.

Other Precautions: Areas on which a spill occurred may be slippery.

SECTION VIII: Control Measures

Respiratory Protection: Not generally needed

Ventilation: Use if available.

Protective Gloves: Latex or rubber.

Eye Protection: Use safety glasses with side shields, or goggles.

Other Protective Clothing or Equipment: None recommended.

Industrial Hygienic Practices: Clean spills.

**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
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----

DISCLOSURE OF WOMEN AS BOARD MEMBERS AND EXECUTIVE STAFF

Instructions: As required by Section 17-104 of The Philadelphia Code entitled “Prerequisites to the Execution of City Contracts,” Section 17-104(3) requires bidder to complete and submit this form with its bid. If bidder believes that these requirements do not apply (e.g., bidder is a single-member Limited Liability Company), please check the first field below and attach an explanation. This form should be submitted with bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

Bidder’s Name: _____ **Bid Number:** _____

Please check here if the requirements do not apply to bidder and attach explanation:

Disclosure of Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (i) of The Philadelphia Code, please provide the following information:

- 1. Current percentage of female executive officers in bidder’s company:
- 2. Current percentage of women on the executive board of the bidder’s company:
- 3. Current percentage of women on the full board of the bidder’s company:

Aspirational Goals for Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (ii) of The Philadelphia Code, please provide the following information:

- 1. Percentage goal for female executive officers in bidder’s company:
- 2. Percentage goal for women on the executive board of the bidder’s company:
- 3. Percentage goal of women on the full board of the bidder’s company:

Identify Below Any Efforts to Achieve the Aforementioned Goals:

Authorized Signature

Date

Print Name and Title

BASIC SERVICES, SUPPLIES & EQUIPMENT BIDDERS GUIDELINES¹

The following checklist will assist you in the preparation of your bid. Failure to adhere to these instructions may result in your bid being disqualified.

- Read the entire bid so that you fully understand all of the requirements. Bidder must meet all qualifications and requirements.
- Bids and pricing must be in **ink or typed** and on City issued form(s). Faxed bids will not be accepted.
- The Invitation and Bid may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include **exhibits, drawings, attached specifications, attached documents, etc.** Applicable documents may be obtained by contacting Procurement Customer Service at bid.info@phila.gov.
- Make sure that you have signed the Contract Page and affixed your Corporate Seal as required.
- If applicable, sign and return all addenda.
- All bids must be submitted to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **Bids MUST be placed in the Bid Box** (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.
- It is the bidder's responsibility to ensure that the bids are submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mail, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.
- All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail packaging. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia.
- Annual Bid Security Program Fee:** You must enroll and pay the non-refundable Annual Bid Security Program fee. Refer to Section 1 of the bid and Paragraph 2 of the SS&E Terms and Conditions of Bidding and Contract.

2. BID SECURITY.

All bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of \$100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed in order to be eligible for award. If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

- If you plan on submitting the completed registration form and non-refundable Annual Bid Security Program fee of \$100.00, payable annually to the order of "The City of Philadelphia" with your bid, the form of payment **must** be in the form of a certified check, cashier's check, treasurer's check, bank money order, or United States postal money order made payable to the order of "City of Philadelphia." Cash, company checks or personal checks are not acceptable.

¹ This information is provided for guidance only and does not preclude your responsibility to read fully and respond to all portions of the bid.

- Bid Processing Fee:** Submit the non-refundable \$25 bid processing fee as outlined in Paragraph 3 of the SS&E Terms and Conditions of Bidding and Contract.

3. BID PROCESSING FEE.

In addition to enrollment in the City's Annual Bid Security Program and payment of any other fees or monies required to be submitted with the bid, the bid must be accompanied by a non-refundable processing fee of \$25.00 in the form of a company check, bank money order or United States postal money order made payable to the order of "City of Philadelphia." Cash is not acceptable.

- Submit performance security and/or performance bond as required in the Invitation and Bid, as outlined in Paragraphs 13 and 14 of the SS&E Terms and Conditions of Bidding and Contract.

- Do not combine any payment amounts. All payments should be individual and specific.

- Specifications:** You must follow the instructions in Paragraph 4 of the Terms and Conditions. If an alternate to any item is being offered, 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.

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.

- Bid Evaluation and Award:** If the bid is going to be awarded as a whole, you must bid on all items for the bid to be consider responsive. See Section 3 of the Invitation and Bid.
- If the bid requires a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must adhere to these requirements.
- Do not submit any counter terms or conditions. **Your bid may be rejected.**
- Please double check all mathematical calculations for errors.

If you have questions, please contact Procurement Customer Service at bid.info@phila.gov.



CITY OF PHILADELPHIA

Procurement Department
120 Services Building
Philadelphia, PA 19102-1685
(215) 686-4720
(215) 686-4716 Fax
bid.info@phila.gov

Mary E. Stitt
Procurement Commissioner

IMPORTANT INFORMATION FOR ALL SS&E BIDDERS!

City of Philadelphia Annual Bid Security Program for Services, Supplies, and Equipment (SS&E) Bids **Period of Coverage: July 1, 2015 – June 30, 2016**

(Bids for Professional Consulting Services, Public Works, Construction and Demolition [wrecking and building removal] *are not* covered under the City’s Annual Bid Security Program.)

Dear Vendor:

The City of Philadelphia announces the City’s Annual Bid Security Program for fiscal year 2016. The Annual Bid Security Program continues to have a reduced non-refundable fee of **\$100.00** and covers the time period from July 1, 2015 to June 30, 2016. Coverage begins from the date of enrollment and payment until June 30, 2016. **In order to be an eligible SS&E bidder, all SS&E bidders must be enrolled in the City’s Annual Bid Security Program.** All bidders must complete the registration form and pay the Annual Bid Security Program non-refundable fee of **\$100.00**. If applicable, an individual bid bond may also be required in the Invitation and Bid. However, for the majority of SS&E bids, the Annual Bid Security Program will be the only bid security required.

To enroll in the Annual Bid Security Program for the period of **July 1, 2015 to June 30, 2016**, complete this registration form and return the form with the non-refundable fee of **\$100.00** in the form of a company check, certified check, treasurer’s check, cashier’s check, bank money order, or United States Postal Service money order. Cash or personal checks will not be accepted. Make payment to the order of **“The City of Philadelphia”**. To clarify the precise use of the payment, enter the words **“Annual Bid Security Program FY2015”** on the memo section of the payment. This registration form and payment should be submitted under separate cover to the attention of **“Annual Bid Security Program FY2016”** at least one day prior to the opening of the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment with their bid, **company checks will not be accepted** and payment must be made with a certified check, treasurer’s check, cashier’s check, bank money order, or United States Postal Service money order.

For additional information or inquiries regarding this program, please contact Procurement Customer Service at bid.info@phila.gov.

Forward payment along with this registration form to:
ANNUAL BID SECURITY PROGRAM FY2016
Procurement Department
1401 JFK Boulevard, 170A
Philadelphia, PA 19102-1685

Company Name: _____

Fed EIN/SSN: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____ **E-mail Address:** _____

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

Make all payments to “The City of Philadelphia” in the amount of **\$100.00**, for **“Annual Bid Security Program FY2016”**.

- Certified Check Cashier’s Check Treasurer’s Check Bank Money Order USPS Money Order
 Company Check (Only if Prior to Bid Opening) **(NO CASH OR PERSONAL CHECKS WILL BE ACCEPTED)**

Rcvd. ____/____/____ Pymt. Type _____ Ck.# _____
--



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
Phone: 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.



CITY OF PHILADELPHIA

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

Mary E. Stitt
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.



CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT

Customer Service 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 Customer Service Unit of the Procurement Department will forward this information to you for a **\$10.00 fee** for **each** bid number requested. **Company check or money order only, no personal checks or cash.** Please be advised that bid tabulations **are not available** by telephone or email. If you have any questions, please email bid.info@phila.gov.

Mail Request To:

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

Enclose the following items:

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

YOUR REQUEST CANNOT BE PROCESSED IF YOU DO NOT PROVIDE THE ABOVE ITEMS

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

BID RESULTS REQUEST FORM

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address Line 1: _____

Address Line 2: _____

Email Address: _____

Telephone No: _____ Fax No.: _____

SS&E 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 issued thereto by the City, any surety bonds approved as to legal form by the Law Department, all warranties, exhibits and attachments reviewed and 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 the bidder 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. Notwithstanding the foregoing, the Procurement Commissioner reserves the right to accept a late bid if it is the only response and it is in the best interest of the City to do so.

2. BID SECURITY.

In order to be eligible to bid, all bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of \$100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed prior to bid opening to be eligible for award. If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

3. BID PROCESSING FEE.

In addition to enrollment in the City's Annual Bid Security Program and payment of any other fees or monies required to be submitted with the bid, the bid must be accompanied by a non-refundable processing fee of \$25.00 in the form of a company check, bank money order or United States postal money order made payable to the order of "City of Philadelphia." Cash is not acceptable.

4. SPECIFICATIONS.

When a specification is issued in connection with the Invitation and Bid, no deviation 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 reference information concerning the style, type or kind of article and /or service desired. A bidder may offer an article, service and/or equipment, 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 supporting documentation) 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.

Any and all specifications issued in connection with the Invitation and Bid are deemed incorporated into and become part of the Contract.

5. PATENTS.

The successful bidder (also referred to throughout these Terms and Conditions of Bidding and Contract as the "awarded bidder" or "Contractor") 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 Paragraph 19 Default and Termination.

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 local bid preference. In order to determine eligibility to receive the preference, if applicable, bidder must be certified at the time of bid opening and must submit with the bid, the Local Business Entity Certification Number* as issued by the Procurement Department for the bidder. If the Procurement Commissioner determines that the awarded bidder fails to comply with its representation at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

*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.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 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 award of the Contract.

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 integrity, qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms 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. When applicable, unit pricing quoted will prevail in the event of any discrepancy(ies) between unit price and the extended amount. This same quoted unit price will be the determining factor in establishing applicable contract amount(s) and award(s).

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 none or 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 as informed by Mayoral Executive Order 04-12, "Procurement of Local and American Goods and Services."

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS.

Awards of contracts in amounts less than or equal to \$32,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner.

- a. Awards of contracts in amounts greater than \$32,000 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:

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- i. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- ii. 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;
- iii. Approval of the Contract as to form by the City's Law Department;
- iv. Certification by the Director of Finance and City Controller as to the availability of funds; and
- v. 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 (i-v) 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.

When applicable, the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City and in the amount specified in the Invitation and Bid.

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 and for each renewal period. 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 or 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

- i. Workers' Compensation – Statutory limits
- ii. 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
- iii. Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

- i. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- ii. Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; 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

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

Contractors providing only supplies and equipment to the City via Common Carrier are only required to maintain General Liability insurance, naming the City of Philadelphia, its officers, employees and agents as additional insureds.

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 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, intentional acts, 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

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these Terms and Conditions of Bidding and Contract, shall be liable 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 and TERMINATION.

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.

- a. The following shall constitute events of default under any Contract resulting from the Invitation and Bid:
 - i. Failure by Contractor to comply with any provision 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 "applicable law" as that term is defined in Paragraph 24.
 - ii. Falseness of any representation or warranty by Contractor in the Contract or in other document(s) submitted to the City by Contractor in connection with the Invitation and Bid or fraud in connection with the performance of the Contract.
 - iii. 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.
 - iv. 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 agents or indictment or charges, which in the sole judgment of the Procurement Commissioner, adversely affects the performance of the Contract or Contractor's fitness to provide goods and services to the City.
 - v. Failure by Contractor to comply with Chapter 17-1600 of The Philadelphia Code entitled "Economic Opportunity Plans," or the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled

owned business enterprises.

- vi. 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 Paragraph 13 above.
 - vii. 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.
- b. 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 :
 - i. 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.
 - ii. Appropriate to the payment of the difference 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.

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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 though 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. The City will not pay any sales taxes imposed on the bidder. The bidder must not include any sales taxes imposed on the bidder in its costs to be reimbursed by the City. 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 of 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)."

23. TAX REQUIREMENTS.

Any person or entity that 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.

- a. 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:
 - i. Business Income and Receipts Tax
 - ii. Net Profits Tax
 - iii. City Wage Tax

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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.

The Contractor, in performance of the Contract shall comply with, and all goods, services, documents and other materials furnished under the Contract shall conform with, all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City, the Commonwealth of Pennsylvania and the United States of America ("applicable law"). Applicable law shall include, without limitation, the specific laws referenced in paragraphs 25 through 31 herein and Chapter 17-1700 (Contractors are obligated to pay their subcontractors promptly after Contractor receives payment from the City) and Chapter 17-1800 (Contractor shall cooperate with the City in addressing its goal of securing employment for Returning Citizens). Contractor shall maintain during the term of the Contract all licenses, and authorizations required by any applicable law.

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, ancestry, national origin, sex, gender identity, sexual orientation, age or disability. 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, IRAN or SUDAN.

Section 17-104(4)(a) and (b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, Iran and Sudan unless, in the instance of Northern Ireland, that business has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the business is excluded from disqualification as described in the Sudan

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Accountability and Divestment Act of 2007. 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, Iran and Sudan and (ii) no product to be provided to the City under any resulting Contract will originate in Northern Ireland, Iran or Sudan unless, in the instance of Northern Ireland, Bidder has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the Bidder is excluded from disqualification as described in the Sudan Accountability and Divestment Act of 2007. In addition to any other remedies reserved under this Bid and Contract, any false certification by Bidder is subject to the penalties stated in Section 17-104 (c) (.3) which include relinquishment of any Bid Security, termination of the Contract and ineligibility for future bids

28. DISCLOSURES: SLAVERY ERA RECORDS, FEMALE EXECUTIVES and SOLE SOURCE CONTRACTS.

- a. In accordance with Philadelphia Code Section 17-104 (2), 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 disclosure and/or any failure to comply with these requirements 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.

- b. In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:
 - (i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;
 - (ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and

- (iii) the intended efforts by the contractor to achieve the aspirational goals.

This information should be submitted with the bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

- c. If this is a Sole Source Contract, bidder is subject to the disclosure requirements established under Chapter 17-1400 of The Philadelphia Code.

29. MINIMUM WAGE & BENEFITS AND PREVAILING WAGE.

- a. If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. If Contractor and Contractor's first tier subcontractor(s) furnishing services to the City meet the definition of "Employer," as set forth in Philadelphia Code Sections 17-1302(5) and 17-1303, each shall comply with the minimum wage and benefits provisions established by these laws: from May 20, 2014 through December 31, 2014, the minimum wage shall be \$10.88 per hour; on January 1, 2015, the minimum wage shall be \$12.00 per hour, which wage amount shall be adjusted annually thereafter, by the CPI Multiplier.* Contractor and its first tier subcontractor(s) shall notify each affected employee what wages are required to be paid. Accordingly, Contractor by submission of its Bid, acknowledges and certifies its compliance with Chapter 17-1300 and Executive Order 03-14 and shall also require its first tier subcontractors to likewise certify and acknowledge their compliance. Contractor shall promptly provide to the City, at its request, all documents and information verifying its compliance and its first tier subcontractor(s)' compliance with these laws. Any request for a partial or total waiver of these requirements must be based on specific stipulated reasons elaborated in Philadelphia Code Section 17-1304 and should be directed to the attention of the Office of Labor Standards within the City's Managing Director's Office (MDO). Failure to comply with these provisions absent an approved waiver or partial waiver, is an event of default under the Contract and shall also subject Contractor and its first tier subcontractor(s) to the enforcement provisions in Philadelphia Code Section 17-1312.
- b. The following services require the payment of prevailing wages and submission of certified payroll records under Philadelphia Code Section 17-107 for compensation that exceeds \$200,000.: landscaping; building care and maintenance; custodial/janitorial housekeeping; security guard service; demolition; snow removal; stucco; roof capping; furniture moving; locking systems and repairs; mechanical/HVAC maintenance and repairs; elevators, escalators, and electrical maintenance and repair, and subcontracts of all or a portion of such contracts. In addition, building service contracts for compensation exceeding \$100,000. are also subject to Section 17-107.

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*The CPI Multiplier shall be calculated by the Director of Finance for bids issued on or after January 1 of each year by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI – U) All Items Index, Philadelphia, Pennsylvania, as of January of such year, by the most recently published CPI – U as of January 1, 2015.

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 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.

32. Protected Health Information.

(a) The City of Philadelphia is a "Covered Entity" as defined in the regulations issued pursuant to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The City's business activities include both (1) functions which make the City a Covered Entity, and, therefore, subject to HIPAA, and (2) functions that are not subject to HIPAA. In accordance with 45 CFR §164.105(a)(2)(iii)(D), the City has designated certain departments and units of the City as health care components that must comply with HIPAA ("Covered Components"). The Covered Components of the City as of August 1, 2013 include: Ambulatory Health Services, a unit of the Philadelphia Department of Public Health ("PDPH"); the Office of Behavioral Health and Intellectual Disability Services; the Philadelphia Nursing Home (a unit of PDPH); the Benefits Administration Unit of the Office of Human Resources; Emergency Medical Services (a unit of the Philadelphia Fire Department); and the Philadelphia Public Health Laboratory (a unit of

PDPH). This list is subject to change, and any department or unit of the City that the City in the future determines to be a Covered Component under HIPAA shall be deemed to be a Covered Component for purposes of this Paragraph 32.

(b) To the extent (1) this contract is awarded by the City for or on behalf of a Covered Component and/or requires the performance of services that will be delivered to or used by a Covered Component (whether or not the City department or unit through which the City entered the contract is a Covered Component), and (2) Contractor is a "Business Associate" of the City, as defined in 45 CFR §160.103, Contractor shall comply with the City's Terms and Conditions Relating to Protected Health Information ("City PHI Terms") posted on the City's website (at <http://mbec.phila.gov/procurement/forms/Terms%20Relating%20To%20PHI.pdf>). The City PHI Terms are hereby incorporated in this Paragraph 32 as if fully set forth herein.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

SIGNING OF BIDS

This contract consists of the Invitation and Bid, all addenda issued thereto by the City, any surety bonds approved as to legal form by the Law Department, any Solicitation for Participation and Commitment Form, all warranties, insurance, exhibits and attachments reviewed and accepted 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, the form of which may be "Renewal Letter" or an "Add-On Letter" as issued by the Procurement Department. 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 the bidder is an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed \$32,000, 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 bidder 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)