

BID OPENING DATE AND TIME

ON: January 5, 2011

AT: 10:30 A.M.

BID NO. T1YN1740	PAGE 1 OF 45	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.		 BIDS MUST BE RETURNED TO CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.
DEPARTMENT DIVISION OFFICE OF FLEET MANAGEMENT SHOP OPERATIONS			NAME AND ADDRESS OF FIRM
AWARDED			Federal EIN/Social Security Number
DATE FOR THE PROCUREMENT COMMISSIONER			BUYER: D. Isaac K. Owens

TITLE OF BID **FIRE BOAT REFURBISHING SERVICES**

Commerce Department-Office of Economic Development (OEO) Anti-Discrimination Policy Executive Order 02-05 – Bidder Requirements

This Invitation to Bid is issued under the Anti-Discrimination Policy described in the Mayor's Executive Order, policy and guidelines as attached. Specific instructions must be adhered to, and forms completed. Bidders are advised to review the instructions carefully. Failure to comply may disqualify the bidder. The specified ranges represent the percentage of Minority, Woman and Disabled participation that should be attained by the Bidder.

Participation Ranges

M-BE: <u>BEST</u>	<u>EFFORTS</u>
W-BE: <u>BEST</u>	<u>EFFORTS</u>
DS-BE: <u>BEST</u>	<u>EFFORTS</u>

Any and all questions about Executive Order 02-05 and bidder compliance should be directed to the Commerce Department Office of Economic Opportunity (OEO) office at (215) 686- 6232.

BID QUESTIONS

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

For City Use Only

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

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

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

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

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

**MBE - BEST EFFORTS
WBE - BEST EFFORTS
DSBE - BEST EFFORTS**

These ranges represent the percentage of MBE, WBE, DBE¹ and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the Bid and failure to submit the required information will result in rejection of your bid.

Bidder hereby verifies that all forms, information and documentation submitted to the OEO are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Bidder also acknowledges that if it is awarded a contract resulting from this Invitation and Bid, it is a felony in the third degree under 18 Pa.C.S. Section 4107.2(a)(4) if, in the course of this contract,

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

it fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

A. M/W/DSBE PARTICIPATION

1. MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its OEO. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency² at the time of bid opening will be eligible to receive credit towards the participation ranges. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oEO/directory.

If bidder or bidder's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be furnished with the bid.

2. No bidder that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the Bid), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved; M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees. The OEO may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your bid may be rejected. For example, a Bidder using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character described by the Bid specifications and required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

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

4. An MBE/WBE/DSBE submitting as the prime bidder is required, like all other bidders, to submit a bid that is responsive to the Policy and will only receive credit toward the relevant participation ranges (e.g., MBE range or WBE range or DSBE range) for the amount of its own work or supply effort on this Bid. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this bid, may be credited

²A list of "OEO approved certifying agencies" can be found at www.phila.gov/oEO

towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

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

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

B. RESPONSIVENESS

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

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

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

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

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

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

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

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The OEO may investigate the bidder's contracting activities and business practices on similar public and private sector contracts. For example, if bidder rejects any M/W/DSBE based on price, bidder must fully document its reasons for the rejection and also demonstrate that bidder subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract

and given adequate amount of time to prepare a quote/subcontract as others who were solicited by bidder. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-bid meetings.

- Whether the bidder's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether bidder selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether bidder employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract or prompt payment practices.

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

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

C. RESPONSIBILITY

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

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

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Orders 2-05 and 14-08 or by reason of any contract resulting from the Bid except such rights or remedies that the

M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

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

D. ACCESS TO INFORMATION

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

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

E. RECORDS AND REPORTS

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

F. REMEDIES

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

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.
- c. Suspend/Debar the Successful Bidder from proposing/bidding and/or participating in any future City contracts for a period of up to three (3) years.
- d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment

shortfall. (**NOTE:** The "total dollar amount of the contract" shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the "total dollar amount of the contract" shall mean the Concession Fee paid to the City.)

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

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises		DEPARTMENT OF COMMERCE OFFICE OF ECONOMIC OPPORTUNITY (OEO)	
Bid Number: _____		Bid Opening Date: _____	
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE			
Company Name		Commitment Made Yes (If Yes, give date) NO	
Address			
Contact Person			
Telephone Number		Amount Committed To Dollar Amount	
Fax Number		\$	
Email Address		Percent of Total Bid	
OEO REGISTRY #		%	
CERTIFYING AGENCY			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE			
Company Name		Commitment Made Yes (If Yes, give date) NO	
Address			
Contact Person			
Telephone Number		Amount Committed To Dollar Amount	
Fax Number		\$	
Email Address		Percent of Total Bid	
OEO REGISTRY #		%	
CERTIFYING AGENCY			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE			
Company Name		Commitment Made Yes (If Yes, give date) NO	
Address			
Contact Person			
Telephone Number		Amount Committed To Dollar Amount	
Fax Number		\$	
Email Address		Percent of Total Bid	
OEO REGISTRY #		%	
CERTIFYING AGENCY			

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

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SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: **Fire Boat Refurbishing Services**

1.2 CONTRACT TERM: **Date of Award through One Year** ("Initial Term"), with an option to renew for up **three (3)** additional **one (1)** year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or 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.

1.2.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section, and failure to do so shall be an event of default pursuant to Section 16, Default, of the attached Terms and Conditions of Bidding And Contract.

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

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.

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A minimum is not guaranteed. Purchase orders issued as a result of this bid will be for materials or services to be delivered generally on an as-needed basis. Successful bidders are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency.

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

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

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

- 1.4 METHODOLOGY OF ACQUISITION: **Purchase 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 Bid Security shall be based upon **the cumulative bid amount per Section 5.**

All bids submitted with a total greater than \$30,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program for Fiscal Years 2010 (July 1, 2009 to June 30, 2010) are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 8 of "Terms and Conditions of Bidding and Contract").

The Master Bid Security Program allows bidders to qualify for bid security for individual bids submitted during the covered bidding period provided the individual bid total is \$500,000.00 or less.

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1.6.2 **Bidders Opening July 1, 2010 - June 30, 2012**

Bidders May Qualify for the Master Bid Security Program described above for **July 1, 2010 - June 30, 2012** by submitting a check in the amount of **\$175.00** made payable to the City of Philadelphia. The check must be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*.

Or if, and only if, the bidder chooses to submit the check for the with their bid, the check **MUST** be in the form of a Certified, Treasure's or Cashier's Check, Bank or United States Postal Money Order and is *non- re-fundable*.

1.6.3 If the bidder is not enrolled and does not intend to enroll; or if the value of the bid submitted exceeds \$500,000.00, the Master Bid Security Program is not applicable. Bidders instead **MUST** submit with their bid a refundable Certified, Treasure's or Cashier's check, Bank Money Order or United States Postal Money Order in the amount as specified in Paragraph 2 entitled "Bid Security", of the "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 considered binding or relevant.

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

1.8.1 **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.

1.8.2 **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.

1.8.3 **The Mandatory Site Inspection of the Fire Boats: Franklin, Delaware and Independence will be conducted on Friday, December 17, 2010 AT 10:00 A.M., at the United States Coast Guard Facility located at Delaware and Washington Avenues, Philadelphia, PA. 19147.**

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1.8.4 Mandatory Pre-Bid Meeting

A MANDATORY PRE-BID MEETING for all interested parties will be held Friday, December 17, 2010 AT 12:00 P.M. at the Municipal Services Building, 1st Floor, Bid room 170A, 1401 J.F.K. Boulevard, Philadelphia, PA 19102.

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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BID NUMBER T1YN1740

OPENING DATE: January 5th, 2011

MANDATORY

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

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

This form **MUST** be signed and dated by: Lt. Thomas Gaskill (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: _____

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1.9 **BID PROCESSING FEE:**

Bidder **MUST** submit with their bid a non-refundable check or money order payable to the City of Philadelphia in an amount based upon the total which they are submitting their bid as specified in Paragraph 3 of the "Terms and Conditions of Bidding and Contract." Failure to submit the bid processing fee may result in disqualification from bidding.

1.10 **BIDDER QUALIFICATION AND BID SUBMISSION:**

1.10.1 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. along with the name of the firm. The package should contain all of the information as requested in **Paragraphs 1.13 through 1.13.4.5**

The second package must be identified as Bid Documents Package and show Bid No. along with the name of the firm. This package must contain the fully executed bid documents (to include pricing pages, Contract Backer, any Addendums, Bid Security, Bid Processing Fee and Mandatory Site Visit Certification Form) as requested in **Paragraph 1.14.**

1.10.2 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.

1.10.3 Qualifications and bid must be complete and should include all information required and as described in **Paragraphs 1.13 through 1.13.4.5** and **1.14** of this bid. Incomplete submission may result in bidders disqualification for reasons of non-responsiveness.

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

1.10.5 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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1.11 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 _____

1.12 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 _____

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1.13 BIDDER QUALIFICATION PACKAGE

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 1.13, 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.

1.13.1 Form of Bidder Qualification Submittal

The Bidder qualification submittal must be in a separate envelope from the bid package. The bidder is to submit one original qualification submittal plus two (2) additional copies. The envelope is to clearly note Bid firm's name and be labeled "**Bidder's Qualification Package.**"

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

- 1) Table of Contents
- 2) General Information per Section 1.13.2.
- 3) Capabilities & References per Section 1.13.3.
- 4) Financial per Section 1.13.4
- 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

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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. 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."

1.13.2 General Information:

1.13.2.1 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.

1.13.2.2 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 it has provided repair service for.

The bidder must demonstrate that the bidder has previous experience in refurbishing vessels the size and scope of the referenced Fire Boats.

See Section 2 for vessel dimensions.

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

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

Bidder shall give an estimated time frame for the completion of repairs listed in Section 2, of the specifications. The estimated time may not exceed 120 days from the time that the awarded vendor receives the boat. (See Paragraph 4.2.9 - Penalties)

The City reserves the right to make site inspections of

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the Contractor's facility, whether announced or unannounced, prior to the award of this Invitation and Bid and during the life of the contract.

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

1.13.3 Capabilities and References

- 1.13.3.1 List all contracts your company or related companies have had with the City in the last three (3) years.
- 1.13.3.2 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.
- 1.13.3.3 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.

1.13.4 Financial Information

- 1.13.4.1 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.
- 1.13.4.2 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.

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1.13.4.3 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.

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

1.13.4.4 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.

1.13.4.5 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.

1.14 BID DOCUMENT PACKAGE

This package must be identified as Bid Documents and show **Bid No.T1YN1740** along with the Package Bid submittal date and name of the firm. This package must contain the fully executed bid documents, pricing pages, contract backer, any addendums, Bid Security, Bid Processing Fee and Mandatory Site Visit Certification Form. All bid pricing must be completed on the forms provided, be complete (bid on all items) and be in ink or typed. Bid must be complete as to required signatures and corporate seal. Any bid submitted with counter terms and conditions may be disqualified.

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1.16 In accordance with the City of Philadelphia's "Regulations Relating To Local Bidding Preferences For Procurement Contracts", this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, **bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor's LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime's LBE certification number or the subcontractor's name and the LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

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

"I certify, that if awarded this contract on the basis of application of the LBE preference, my company or my subcontractor, throughout the entirety of this contract, will perform the majority of the work under this contract within the geographic limits of the City of Philadelphia, and I will, or cause my subcontractor to, maintain within the City a majority of the inventory or equipment that will be used on this contract or the amount of inventory that is customary for this industry."

Prime or subcontractor's LBE Certification Number _____

If applicable:

Subcontractor's Name _____

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.

1.17 **BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is STRONGLY encouraged to bring these issues to the attention of the Procurement Department's Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than three (3) business days after the scheduled Mandatory Pre-Bid meeting date referenced in paragraph 1.8 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.**

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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.

SECTION 2: SPECIFICATIONS

SCOPE:

Provide docking facility, labor, material and equipment required to effect repairs to the Philadelphia Fire Boats, including security watches, shore to power lines and dry-docking and refloating of the vessel and performance of the work listed below.

Fire Boat: FRANKLIN and DELAWARE

L.O.A. 79'4"
 Breadth 19'
 Depth 11'2"

Estimated displacement weight of each vessel is 172 long tons

2.1 CONDITIONS AND RESPONSIBILITIES

2.1.1 CITY OF PHILADELPHIA

- 2.1.1.1 Will empty foam tanks, (Please note: MSDS Attachments are referenced in Attachment "A" of this Invitation and Bid).
- 2.1.1.2 Will remove all non-essential items, bells, additional brass items, clocks, all fire fighting equipment, tools and supplies at a location to be chosen by the City.
- 2.1.1.3 Schedule ongoing job meetings. The City Philadelphia reserves the right to schedule meetings in Philadelphia or at vendor's location.
- 2.1.1.4 Reserves the right to inspect the facility where the vendor is conducting the boat repairs unannounced.
- 2.1.1.5 Will fill ballast tanks prior to shakedown cruise.
- 2.1.1.6 Will re-install the necessary items for the shakedown cruise.

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2.1.2 **VENDOR**

- 2.1.2.1 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. 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).
- 2.1.2.2 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, First Deputy, Fleet Manager or his authorized OFM agent. Fax a copy of previous day daily log each morning to Deputy Fleet Manager and the Philadelphia Fire Department or their authorized OFM agent.
- 2.1.2.3 Upon arrival at the awarded vendor's shipyard, shipyard personnel are responsible to remove and secure Delaware or Franklin pilot wheel during repair period and reinstall for river trial and transport to home port

2.2 **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, rudder, skeg, tail shaft, Anodes, propeller, sea chests and depth sounder. The water scoops, water jets are to be included for the Independence. Evaluations to be made as to fleeting or shifting vessel on blocks after final coat of paint has been applied as to cleaning and painting under keel blocks. (Separate price for fleeting, local cleaning and applications).

2.3 **Services**

- 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.
- 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.

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

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

2.4.1 **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.

2.4.2 **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.)
- 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 **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.

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2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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, Deputy Fleet Manager.

2.11 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.

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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.

- 2.12 **Sea Chests** (6) and strainers 12" x 16"
(4) fire pump
(1) main engine raw water cooler
(1) main 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 in 2.4.1. Strainers to be reinstalled.

- 2.13 **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

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

- 2.15 **Overboard valves (2)**
Forward starboard side main engine
Port side 3-53 diesel generator
Valves to be opened up for cleaning and inspection, close up.

- 2.16 **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.

- 2.17 **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.

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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).

2.18 Generator Duplex Strainer

Open up strainer valve completely for cleaning. Inspect strainer body. Repack valve stem. Dress strainer caps and landings. Furnish and install new strainer cap gaskets. Prove strainer caps tight under working conditions. Furnish one (1) spare strainer basked. (Please note: The sea valve for this strainer is 2", and the strainer pipe is 2 ft.).

2.19 Fresh Water Tank (300 gal.)

Open up elliptical manhole cover and wash out tank. Report condition of tank.. Close up tank with new gasket, refill tank with fresh water. If no work is done inside tank close up and refill with fresh water. If work is done in tank chlorinate, flush and refill tank as per Public Health rules (separate price).

2.20 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

2.21 Tailshaft (5")

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

Blow out cooling water line to shaft.

2.22 (11) Electric Motors and (2) Generators

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
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.

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

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Report to be furnished by vendor to Project Manager, Deputy, Fleet 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.

2.23 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.

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

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

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

2.25 Audio Gauge

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

2.26 Delivery and Return of Fire Boats

2.26.1 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 an From the successful Bidder's repair facility.

2.26.2 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 an From the successful Bidder's repair facility.

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.

2.27 General Notes (In no specific order)

1. Contractor will notify Project Manager, Deputy Fleet 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.

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2. Additions to the contract are all to be in writing and a price negotiated if all the details of addition are known prior to starting work. The Project Manager, Deputy, Fleet Manager prior to commencement of work, must approve additions to the contract.
3. Contractor to write up a brief note of 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.
4. Sand blasting, water blasting - port lights, pilot house windows to be adequately protected from damage. Ventilators, watertight doors, pilot house doors to be sealed tight. In other words no foreign materials to enter vessel.
5. Spray painting outside or inside of vessel. Unpainted items gaskets, motors, controllers, switchboard generators to be protected against paint and paint mist.
6. Presently there are some plans of the vessel available. Docking, shell expansion, general arrangement, rudder tailshaft. Offset plan is available.
7. All sizes are approximate.
8. Material replacement, painting schedule as original unless attending owner's representative advises to the contrary.
9. 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.

10. **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.**
11. **Option** - The successful bidder must tow Fire Boat from City facility to Contractor site and from contractor site back to City facility. City personnel shall reserve the right to be present during transportation to and from City and vendor facilities.

(1) City will be responsible for the cost of transporting its employees.

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(2) Vendor will be responsible for the cost of transporting its employees.

(3) Vendor shall provide costs.

12. 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.

13. Reference Paragraph 2.11: Sub-paragraph-Note:

In addition to Sub-Paragraph 2.11-Note, the successful vendor must also include with their bid submittal to the City, their 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 in the bid document.

14. All replaced items to be held for inspection by City of Philadelphia The Project Manager, Deputy Fleet Manager or authorized OFM agent will designate what is scrap.

15. City of Philadelphia will provide new decals for hull.

16. Ameron Paint or equal for items to be painted according to manufacturers recommendations.

17. Project Manager, Deputy Fleet Manager or authorized OFM agent to be advised when blasting and painting will be done.

18. 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.

19. Compartments opened up, covers and landings to be cleaned and new gaskets cut and installed.

20. City of Philadelphia to remove all pilferable items from vessel or lock up same aboard vessel. Moveable items in the engine room are to be removed by the City of Philadelphia.

21. Security watch - 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.

22. Contractor will maintain a log of all items installed to include all

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applicable serial numbers and identification numbers.

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

2.28 WARRANTY

2.28.1 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, which ever is greater. During this period the contractor shall make all necessary repairs and adjustments and provide parts replacement to the City at no charge.

2.28.2 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 Supervisor, Office of Fleet Management First Deputy Fleet 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.

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

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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.

2.28.3 **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.

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.

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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.

2.29 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.

2.29.1 PROCEDURE

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.

2.29.2 Labor Rate Hourly (hr)

- 29.2.1 Mechanical journeyman, all trades
- 29.2.2 Painting journeyman
- 29.2.3 Helper, all trades

2.30 ADDITIONAL REPAIRS, 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.

Fireboat: INDEPENDENCE

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

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2.31 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. Evaluations to be made as to fleeting or shifting vessel on blocks after final coat of paint has been applied as to cleaning and painting under keel blocks.

2.31.1 (Separate price for fleeting, local cleaning and applications).

2.32 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.
- 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 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.

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

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

2.33.1 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.

2.33.2 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

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#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.)
- g. (2) coats of Benjamin Moore Iron Clad Safety White (07108) or equal to be applied to draft marks area.
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.

2.34 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 covers inspect, clean and reinstall 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 must be submitted to Project Manager, First Deputy, Fleet Manager for disposal on all regulated substances.

Starboard fuel tanks (2) 380 gallons each.

Port fuel tanks (2) 380 gallons each.

2.35 Sea Chests (8) and strainers

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

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 2.33.1. Strainers to be reinstalled. Operate Air Blow Down Valves and verify correct operation

2.36 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

2.37 Fresh Water Tank (50 gal. approx.)

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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.

2.38 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.

2.39 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.

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

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

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

2.41 Audio Gauge

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

2.42 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. 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. Tate Wilhelm at 1-800-423-3509 or tate@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

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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.

PLEASE NOTE: All other line items of Section 2 other than those specifically related to inspections areas for the Franklin and Delaware apply as written to the Fireboat "Independence" as well.

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.

3.1.1 **Qualification Stage:**

- 3.1.1.1 The qualification information furnished by the bidders in accordance with Paragraphs 1.13 through 1.13.4.5 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

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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.
- 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 1.12.
- 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

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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.
- 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:

Lowest aggregate responsive, responsible bidder for total of Items 5.1.1 through 5.3.4.

- 3.2.2 If the 5% local bid preference is applicable, the total bid price or total section price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder.

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on competitive bid(s) awards that are over \$30,000.00 and awarded as a whole or by section.

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3.2.3 Performance Security

If the total award amount is \$500,000 or less, bidders attention is directed to paragraph 14 of "Terms and Conditions of Bidding and Contract", for the required Performance Security.

Please note however, that all awards as a result of this bid will have a minimum contract amount of \$30,001.00. All awards at the \$30,001.00 amount will be subject to a \$50.00 Master Performance Security Fee.

3.2.4 INSURANCE - Contractor shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of services required under this Agreement, 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. All 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 agent as additional insureds will be primary to any coverage available to them. The City's coverage as an additional insured shall be primary coverage shall include a waiver of subrogation in favor of the additional insureds.

The City reserves the right to require Contractor to furnish certified of insurance and/or 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.

3.2.4.1 (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) Include US Longshoremen Harbor Workers' Coverage (LHWCI) and Jones Act.

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(b) **GENERAL LIABILITY, INCLUDING WATERCRAFT LIABILITY INSURANCE**

- (1) Limit of Liability: \$5,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$5,000,000 general aggregate and \$5,000,000 aggregate for products and completed operations. Provided, however, that City may require limits of liability if, in City sole discretion, the potential risk so warrants.
- (2) Coverage: Watercraft liability; premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as additional insureds; cross liability; and broad form property damage (including loss by fire); asbestos; and lead paint abatement.

(c) **FULL FORM MARINE HULL AND MACHINERY INSURANCE - Shall be applicable to the successful Bidder who's repair facility is over a 150 mile radius of the City of Philadelphia and or for whom it would be necessary to pilot the City's Fire Boat(s) into the ocean for transport during the contract**

- (1) Non-owned coverage for the replacement value of the Fire Boat. Care, custody and control exclusion removed.

Please Note: For the purposes of this Invitation and Bid only; if the successful Bidder's repair facility is located within a 150 mile radius of the City of Philadelphia, then Ship Repairers Legal Liability is acceptable.

If the successful Bidder's repair facility is located beyond the 150 mile radius the Bidder must provide the Full Hull Liability coverage as required.

If the successful Bidder's repair facility is located within a 150 mile radius of the City of Philadelphia, then the Bidder's Hull Liability waiver request would be acceptable to the City of Philadelphia Risk Management Division.

(d) **AUTOMOBILE LIABILITY INSURANCE**

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- (1) \$1,000,000 any one accident or loss for bodily injury (including death) and property damage liability.
- (2) Coverage: Owned, Non-owned and hired vehicles.

(e) **POLLUTION LIABILITY INSURANCE**

- (1) At a minimum limit of \$1,000,000 per occurrence for bodily injury (including death) and property damage. Coverage shall include sudden and accidental occurrences.

All of the liability insurance policies and coverages and the first party insurance policies and coverages for the Fire Boat shall include the City as an additional insured. All deductibles shall be for the Contractor's account. Hull and Machinery 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.

3.2.4.2 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.

3.2.4.3 The Hull and Machinery Insurance extended to cover the Fire Boat shall designate and acknowledge that City is the owner of the Fire Boat and that its interest as owner of Fire Boat 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 Boat and shall not be subject to diminution by or to the extent of any interest, no matter how substantial and/or insurable, of the Contractor. Any loss payable claims in the Hull policies covering the Fire Boat shall specifically identify City as the loss payee thereunder.

3.2.4.4 Contractor shall keep and maintain all required insurance coverages in effect at all times during the pendency of an for the full term of this Contract or of

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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.

- 3.2.4.5 The City, although an additional insured under all of the insurances required by this Contract, shall have no liability for the payment of premiums or for any assessments or other charges under any such policy. City shall have no liability for payment of any policy deductibles.

3.3 **City of Philadelphia-Business, Corporate and Slavery Era Insurance Disclosure**

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

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

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY

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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.
- (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 or 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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER T1YN1740	PAGE OF 37 45
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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).

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 Deputy during the

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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 Deputy and payments will be made on the basis of up to 50% of the contract amount. The balance shall be paid on a separate invoice after all work has been completed and final approval issued by the Office of Fleet Management Deputy.

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 1.13.2.2) 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.

4.3 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.

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

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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). 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)

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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#26050 002

5.1 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 2.2)	\$ _____	\$ _____
	5.1.1.1 Fleeting, Local Cleaning and Applications (Paragraph 2.2)	\$ _____	\$ _____
5.1.2	Services (Paragraph 2.3)	\$ _____	\$ _____
5.1.3	Hull Cleaning and Painting		
	5.1.3.1 Keel to Draft (Paragraph 2.4.1)	\$ _____	\$ _____
	5.1.3.2 Draft to Caprail and Deck Edge (Paragraph 2.4.2)	\$ _____	\$ _____
5.1.4	Rudder & Skeg (Paragraph 2.5)	\$ _____	\$ _____
5.1.5	Steering Gear Compartment (Paragraph 2.6)	\$ _____	\$ _____
5.1.6	Aft Ballast Tank (Paragraph 2.7)	\$ _____	\$ _____

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		<u>FRANKLIN LOT PRICE</u>	<u>DELAWARE LOT PRICE</u>
5.1.7	Fore Peak Tank (Paragraph 2.8)	\$ _____	\$ _____
5.1.8	Space Under Galley (Paragraph 2.9)	\$ _____	\$ _____
5.1.9	Foam Tank (Paragraph 2.10)	\$ _____	\$ _____
5.1.10	Fuel Tanks (Paragraph 2.11)	\$ _____	\$ _____
5.1.11	Sea Chests (Paragraph 2.12)	\$ _____	\$ _____
5.1.12	Sea Valves (Paragraph 2.13)	\$ _____	\$ _____
5.1.13	Air Blow Down Valves Paragraph 2.14)	\$ _____	\$ _____
5.1.14	Overboard Valves (Paragraph 2.15)	\$ _____	\$ _____
5.1.15	Tail Shaft Cooling Water (Paragraph 2.16)	\$ _____	\$ _____
5.1.16	Main Engine Duplex Strainer (Paragraph 2.17)	\$ _____	\$ _____
5.1.17	Generator Duplex Strainer (Paragraph 2.18)	\$ _____	\$ _____
5.1.18	Fresh Water Tank (Paragraph 2.19)	\$ _____	\$ _____
5.1.19	Propeller (Paragraph 2.20)	\$ _____	\$ _____
5.1.20	Tail Shaft (Paragraph 2.21)	\$ _____	\$ _____
5.1.21	Electric Motors and Generators (Paragraph 2.22)	\$ _____	\$ _____

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		<u>FRANKLIN LOT PRICE</u>	<u>DELAWARE LOT PRICE</u>
5.1.22	Rudder Angle Indicator (Paragraph 2.23)	\$ _____	\$ _____
5.1.23	Welding (Paragraph 2.24)	\$ _____	\$ _____
5.1.23.1	First pass Paragraph 2.24.1	\$ _____	\$ _____
5.1.23.2	Second pass Paragraph 2.24.2	\$ _____	\$ _____
5.1.24	Audio-Gauge (Paragraph 2.25)	\$ _____	\$ _____
5.1.25	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 2.26.2)		
		FRANKLIN	DELAWARE
		\$ _____	\$ _____
		FRANKLIN LOT PRICE	DELAWARE LOT PRICE
	TOTAL AMOUNT	\$ _____	\$ _____

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

		<u>INDEPENDNECE LOT PRICE</u>
5.2.1	Dry Docking Hull Cleaning and Painting (Paragraph 2.31)	\$ _____
	5.2.1.1 Fleeting, Local Cleaning and Applications (Paragraph 2.31.1)	\$ _____
5.2.2	Services (Paragraph 2.32)	\$ _____
5.2.3	Hull Cleaning and Painting	
	5.2.3.1 Keel to Draft (Paragraph 2.33.1)	\$ _____
	5.2.3.2 Draft to Caprail and Deck Edge (Paragraph 2.33.2)	\$ _____
5.2.4	Fuel Tanks (Paragraph 2.34)	\$ _____
5.2.5	Sea Chests (Paragraph 2.35)	\$ _____
5.2.6	Sea Valves (Paragraph 2.36)	\$ _____
5.2.7	Fresh Water Tank (Paragraph 2.37)	\$ _____
5.2.8	Gray Water Tank (Paragraph 2.38)	\$ _____
5.2.9	Generators (Paragraph 2.39)	\$ _____
5.2.10	Tig Welding (Paragraph 2.40)	

**INDEPENDNECE
LOT PRICE**

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FIREBOAT INDEPENDENCE

5.2.10.1 First pass
(Paragraph 2.40.1) \$ _____

5.2.10.2 Second pass
(Paragraph 2.40.2) \$ _____

5.2.11 Audio Gauge
(Paragraph 2.41) \$ _____

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 2.26.2) \$ _____

5.2.13 Hamilton Jets
(Paragraph 2.42)

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) P

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

5.3.2 Painting journeyman \$ _____ hr
(estimated usage: 15 hrs)

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,

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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.

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

ATTACHMENT "A"

**MSDS
ATTACHMENT**



4732 South Sixth Avenue • Mansfield, Texas, USA 76063
TEL: 817-996-4444 • FAX: (817) 473-0000

MATERIAL SAFETY DATA SHEET

CHEMGUARD 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 Concentrate • Twin Agent Units • Proportioners • Bladder Tank • Foam Chargers • High Expansion • Mixers, Nozzles • Handline Nozzle • 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: Watering of 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.

Attention Bidder:

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

Exhibits

Drawings

Attached specifications

Attached documents

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



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

VENDORS INTERESTED IN RECEIVING PAYMENTS ELECTRONICALLY MUST COMPLETE AN ACH VENDOR ENROLLMENT AND CHANGE FORM. THIS FORM CAN BE DOWNLOADED FROM WWW.PHILA.GOV/BIDS.

BIDDERS GUIDELINES*

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

- Read the entire bid so that you fully understand all the requirements.
- All bids must be submitted to the City no later than the time and date stated as the bid opening.
- Note the City Anti-Discrimination Policy. If Office of Economic Opportunity Participation is required be sure to fill out all appropriate forms. If you have questions call OEO at (215) 686-6232.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and the Conditions of Bidding sheet.
- Bidder must meet **all** qualifications.
- If an alternate to any item is being offered, you must follow the instructions in paragraph 2 of the Conditions of Bidding sheet.
- Does the bid require a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must provide?
- Have you signed and returned all Addenda?
- If the bid is going to be awarded as a whole, you must bid on all items. See Section 3 of the bid: Bid Evaluation and Award.
- Bidders' attention is directed to the Conditions of Bidding sheet regarding the Master Performance Bond.
- Bids and pricing must be written in ink or typed. FAXed bids will not be accepted.
- **Do not** submit counter terms or conditions. **Your bid will be rejected**.
- Have you signed the Contract Page and affixed your Corporate Seal as required?
- **Do not** combine check amounts: All checks should be individual and specific.
- Please double check all mathematical calculations for errors.

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

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



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

ATTENTION VENDORS

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

BID RESULTS REQUEST FORM

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

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Telephone No.: _____ Fax No.: _____

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

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

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

Mail Request To:

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

COMPANY CHECK OR MONEY ORDER ONLY

Revised 09/08



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2010 – June 30, 2012

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

Dear Vendor:

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

To file for coverage under the Bid Security Program, for the period **July 1, 2010 to June 30, 2012**, complete the enclosed application and return it with a check for **\$175.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2010–2012** on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

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

A. Check payable to the City of Philadelphia in the amount of \$175.00 for 7/1/10 to 6/30/12
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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



CITY OF PHILADELPHIA

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

Rob Dubow
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

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

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

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

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

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

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

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

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

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

5. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Section 16 and/or 18.

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

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

EVALUATION AND AWARD

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

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

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

9. RESPONSIBILITY. Unless otherwise specified, after bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review and may investigate the responsibility, including, but not limited to, the qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms, and integrity, of the lowest responsive bidder. All determinations of bidder responsibility shall be vested in the sole discretion of the Procurement Commissioner and other City officials. Any bidder who is deemed not responsible shall be ineligible for award of the Contract.

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

responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

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

- a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;

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c. Approval of the Contract as to form by the City's Law Department;

d. Certification by the Director of Finance and City Controller as to the availability of funds; and

e. Execution of the Contract by the Procurement Commissioner.

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

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

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

policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City of to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

(2) Employers Liability - \$100,000 Each Accident – Bodily Injury by Accident; \$100,000 Each Employee – Bodily Injury by Disease; \$500,000 Policy Limit – Bodily Injury by Disease

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; Independent Contractors; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

(c) AUTOMOBILE LIABILITY

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: owned, non-owned and hired vehicles.

16. INDEMNIFICATION. All bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with the Contract, including, but not limited to, those acts or omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the Contract, losses incurred by the City's Master Performance Security Program, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the Contract resulting from the Invitation and Bid.

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

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Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

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

a. Failure by Contractor to comply with any provision or Section of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with any federal, state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.

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

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

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

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

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the

Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

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

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

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

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

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

20. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed 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

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installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitled to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

TAX MATTERS

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

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

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

b. Subcontractor's Certification of Non-Indebtedness - Contractor shall require all subcontractors performing work in connection with this Contract ("subcontractor"

shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

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

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

- a. Business Privilege Tax
- b. Net Profits Tax
- c. City Wage Tax

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

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS. All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and authorizations required by

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any applicable federal, state or local law or regulation. Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 29 herein.

25. NONDISCRIMINATION.

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

b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin or ancestry, shall constitute an event of default under this Contract and shall entitle the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this Contract. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this Contract entitling the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

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

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

General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

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

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

27. NORTHERN IRELAND. Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, unless that business has implemented the fair employment principles embodied in the MacBride Principles. In furtherance of this ordinance, bidder makes the following certification and representations:

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

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

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

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

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

29. PHILADELPHIA 21ST CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined in Philadelphia Code Section 17-1302(5) and 17-1303, Contractor shall comply with the minimum compensation standards by providing to those employees an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and health benefits to each full-time, non-temporary, non-seasonal covered Employee, as more fully set forth at Philadelphia Code Chapter 17-1300. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1300 and shall promptly provide to the City, at its request, all documents and information further verifying its compliance with the requirements of this Chapter. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

The Office of Labor Standards may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304.

**TERMS AND CONDITIONS OF BIDDING AND CONTRACT
SIGNING OF BIDS**

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

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

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

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

SIGNING OF BIDS:

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

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

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

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)