



**Addendum 1 to**  
CITY OF MOBILE  
REQUEST FOR PROPOSALS  
RFP 5650



CBRNE-RESISTANT RAPID RESPONSE FIREBOAT  
CITY OF MOBILE ALABAMA FIRE RESCUE DEPARTMENT

**The following amendments and clarifications are made to City of Mobile RFP 5650 for design, construction, delivery and warranty support of a Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) resistant rapid-response fireboat.**

1. In consideration of the below amendments, the **due date for proposals is extended two weeks to 5:00 pm, March 17,2022.**
2. In **Paragraph 2.1**, the requirement for the delivered vessel to be “NFPA 1925 (2018 edition) Type IV compliant in all categories” means, with regard to outfitting of the vessel, that the Contractor is expected to supply only required equipment permanently fixed to the vessel, safety equipment integral to the vessel, or items otherwise specifically defined in the detailed specifications of this RFP. Except as indicated by the previous sentence, the Contractor is not required to supply the operational firefighting equipment listed in Chapter 10 of the NFPA standard.
3. In **Paragraph 2.8.1**, the City’s maximum total price on GSA schedule is amended to read, “Targeted maximum total price of \$1,250,000.00 on GSA or Alabama-Examiner-of-Public-Accounts approved cooperative contract.” The intent of this provision is to allow relative competitive consideration of vessel performance and value given a maximum spend amount. Proposals with a higher price will be considered, but will see reduced scores in Pricing and potentially other scoring areas.
4. In **Paragraph 2.8.2**, the requirement that “any proposed vessel shall be of proven design,” recognizes that Contractors may need to customize previously-delivered vessel designs to meet these RFP specifications. Proposer documentation of construction and delivery of any five Type III or IV NFPA compliant fireboats within the last five years will meet the minimum requirements of the RFP that the proposer “must have built a minimum of 5...fireboats of the design and size proposed within the last five years....of a similar configuration and capability as the vessel proposed.” The City may factor into a proposer’s score for Experience and Vessel Design the similarity or dissimilarity of its previously delivered vessels to the vessel proposed for delivery in response to this RFP.
5. In **Paragraph 3.3.1, and Exhibit A, Section 2.1**, the RFP requirement to include in proposals a separate list indicating compliance with each NFPA 1925 Type IV requirement is eliminated. Proposals are not required to generate and submit a list

of NFPA 1925 Type IV requirements.

6. In **Paragraph 3.4**: In describing the schedule, construction, and delivery plan, proposals can assume an early April notification of award and should construct their delivery timeline based on that expectation. The timeline submitted should include enough detail for the City to evaluate the proposer's planning scenario, construction and supply chain processes, and transportation and delivery experience for the City. Please indicate key assumptions and critical or long-lead time items that will factor into the construction and delivery of the vessel. While timeliness of delivery is a scoring factor, the City will provide the highest scores to timelines and plans that most clearly show a reliable, efficient and realistic process to build and deliver the finished product to the City.

**Please see the updated RFP reflecting the above changes and clarifications.**

CITY OF MOBILE  
REQUEST FOR PROPOSALS  
RFP 5650

CBRNE-RESISTANT RAPID RESPONSE FIREBOAT  
CITY OF MOBILE ALABAMA FIRE RESCUE DEPARTMENT

**Written Proposals Due:** 5:00 pm, ~~March 8~~ March 17, 2022

**Optional Pre-Proposal Conference Call** 9:00 am, February 17, 2022

US Mail Address

RFP 5650  
City of Mobile  
Procurement Department  
PO Box 1948  
Mobile, AL 36633

Package & Hand Delivery:

RFP 5650  
City of Mobile  
Procurement Department  
205 Government Street  
4<sup>th</sup> Floor South Tower, Room 408S  
Mobile, AL 36644

**Questions** due to [Purchasing@CityofMobile.org](mailto:Purchasing@CityofMobile.org): **seven calendar days prior to proposal due date.**

**Proposals must be submitted in a sealed envelope with at least one signed original and one electronic copy (CD or thumb-drive). The outside of the envelope must be marked “City of Mobile RFP 5650.”**

The full contents of the Request for Proposals (RFP), and any subsequent Addenda to this RFP may be found on the City Bid page at <http://www.cityofmobile.org/bids>.

To ensure you are sent the latest information regarding this request, you may, but are not required to, register as an interested respondent by submitting your e-mail contact information to [Purchasing@CityofMobile.org](mailto:Purchasing@CityofMobile.org). The City will distribute any amendments or addenda by email, as well as posting on the City bid page.

## 1. GENERAL INFORMATION

- 1.1. The City of Mobile (“City”) is soliciting proposals for the design, construction, delivery, and support of a CBRNE-equipped, rapid-response fireboat for the Mobile Fire-Rescue Department (MFRD). Proposers must hold a current General Services Administration (GSA) or other Alabama-Examiner-of-Public-Accounts-approved cooperative (“cooperative”) purchasing contract for such a boat, and are to quote pricing and contract terms consistent with or exceeding those of the

GSA or cooperative contract.

- 1.2. The MFRD is responsible for fire suppression and rescue activities within the Port of Mobile, Northwest Mobile Bay, and its tributaries. The MFRD currently operates two vessels: a 40' fireboat, and a 28' rigid hull inflatable rescue boat.
- 1.3. The MFRD seeks to replace its 40' fireboat through the addition of one equivalent size, or larger, CBRNE-equipped, rapid-response fireboat and is seeking proposals in the design, fabrication, and delivery of a new rapid response fireboat.
- 1.4. Internal analysis of the MFRD's needs and experience in marine fire suppression have allowed the MFRD to develop general characteristics of the size and capabilities of the rapid response fireboat.
- 1.5. This contract is being funded in whole or part with a Federal Port Security Grant, and so the contract terms required by 2 CFR 200 are incorporated into the terms of this RFP and will be included in any purchase documents. Those specific terms can be found in Exhibit A to this RFP.

## 2. SPECIFICATIONS.

- 2.1. All fireboat proposals shall be NFPA 1925 (2018 edition) Type IV compliant in all categories unless otherwise noted. With regard to outfitting of the vessel, that the Contractor is expected to supply only required equipment permanently fixed to the vessel, safety equipment integral to the vessel, or items otherwise specifically defined in the detailed specifications of this RFP. Except as indicated by the previous sentence, the Contractor is not required to supply the operational firefighting equipment listed in Chapter 10 of the NFPA standard.
- 2.2. Size and capacity requirements:
  - 2.2.1. Size: 40' or greater length overall.
  - 2.2.2. Speed: 35 knots or greater (fully loaded with fuel and standard equipment).
  - 2.2.3. Propulsion: Two diesel inboard engines powering jet drives.
  - 2.2.4. Fire Pumps: Two marine grade pumps powered by a power-take-off (PTO) from propulsion engines.
  - 2.2.5. Fire Pump Capacity: Both pumps shall be rated at a minimum of 2,000 gallons per minute at 150 psi for a total rated capacity of at least 4,000 gallons per minute at 150 psi.
  - 2.2.6. Firefighting foam capacity: two 5-gallon AFFF square totes which will utilize a 1 1/2" inline proportioner (customer supplied). The foam metrics described in NFPA 1925 (2018) 7.1.3 have been pre-determined with the customer's choice of proportioner.
  - 2.2.7. Fuel Capacity: 300 gallons minimum.



- 2.3. General Functional Requirements:
  - 2.3.1. Chemical, biological, radiological, nuclear, explosive (CBRNE) response capability which includes cabin positive pressure and air filtration (foil tape to seal openings is permissible).
  - 2.3.2. CBRNE detection to include MultiRAE Pro and Lorus Mini Rad, or equivalent. The detection systems must be capable of operation from inside a closed cabin. A sampling port with hose(s) in the cabin meets this requirement.
  - 2.3.3. Three standalone 5" Stortz-coupler discharges (1 bow, 2 stern). Stern discharges are to have movable 90-degree elbows. There shall be manual valves controlling each discharge.
  - 2.3.4. Three manual master stream turrets. One turret shall be located on or near the bow with an 18" Task Force Tips Extend-A-Gun, or equivalent. The remaining two turrets shall be located on the port and starboard side, aft of amidships. There shall be manual valves controlling each turret.
  - 2.3.5. Two gated brass wye fittings with 2 ½" discharges (one located with each aft amidships master stream).
  - 2.3.6. Convenient means of access/egress to the water for repeated entry to facilitate water rescue. This may be a well deck, swim platform or some other design.
  
- 2.4. General Hull and Structural Characteristics:
  - 2.4.1. Vertical push knee with rubber fendering.
  - 2.4.2. Enclosed pilot house with two forward-facing individual shock-mitigating conning seats and two rows of bench seating aft sufficient to carry 6 total crew. Each bench seat to be large enough and capable to accommodate and secure a body backboard with patient.
  - 2.4.3. Inside storage for four 50' lengths of rolled 2 ½" hose, eight 50' lengths of rolled 1 ¾" hose, and two 25' lengths of rolled 5" LDH hose with Stortz couplings (customer supplied).
  - 2.4.4. Inside storage for two backboards and a folding stainless steel Stokes litter (vendor supplied).
  - 2.4.5. Forward cuddy hatch accessible from pilot house.
  - 2.4.6. Zip Wake automated trim tabs, or equivalent.
  - 2.4.7. Sacrificial hull anodes with galvanic isolator and anti-corrosion meter.
  - 2.4.8. Stern mounted, removable dive ladder.
  - 2.4.9. Wrap around solid foam Wing collar, Gilman fender, rub rail, or equivalent.
  - 2.4.10. Aft swim platform.
  - 2.4.11. Tow post forward of the swim platform.
  
- 2.5. General Auxiliary Systems:
  - 2.5.1. HVAC system (if the system does not have windshield defrost capability, a heated windshield(s) shall be supplied).
  - 2.5.2. Anti-fouling bottom paint.
  - 2.5.3. Sea Deck, or equivalent, non-skid on main deck.



- 2.5.4. Integrated self-contained toilet in V-birth. The sink listed in NFPA 1925 (2018) section 15.2 shall be deleted.
- 2.5.5. Both fresh and salt water wash down capability with a freshwater holding tank.
- 2.5.6. Automatic bilge pumps with an audible bilge alarm.
- 2.5.7. Engine room fire suppression system capable of both automatic and manual activation as well as audible alarm.
- 2.6. General Electrical System Requirements:
  - 2.6.1. Engine powered inverter or generator of sufficient power to run the vessel HVAC, electronics, and accessories.
  - 2.6.2. Shore power for battery maintainers and on-board dehumidifier with cord.
  - 2.6.3. LED Emergency warning lights, interior/exterior illumination, and spotlight.
  - 2.6.4. LED underwater lights at stern.
  - 2.6.5. Interior and exterior 120V outlets.
- 2.7. General Command and Control System Requirements:
  - 2.7.1. Raymarine AXIOM Pro package 12 with two 12" displays, dome radar, GPS antenna, heading sensor, side scan, 3D imaging, and Chirp-sounding/dual sensor. Any proposed Raymarine products must meet or exceed what is listed in this package.
  - 2.7.2. Raymarine AIS5000 with Blueforce tracking and encrypted text messaging.
  - 2.7.3. FLIR M364C with JCU-2 controller.
  - 2.7.4. Two marine VHF radios with antenna.
  - 2.7.5. Single Harris XL-200m Multiband (customer supplied) with antenna shall be installed by the vendor.
  - 2.7.6. EPIRB
  - 2.7.7. Blue Arrow, or equivalent, vessel control system.
- 2.8. Additional Details:
  - 2.8.1. ~~Maximum total price of \$1,250,000.00 on GSA schedule.~~ Targeted maximum total price of \$1,250,000.00 on GSA or Alabama-Examiner-of-Public-Accounts approved cooperative contract. The intent of this provision is to allow relative competitive consideration of vessel performance and value given a maximum spend amount.
  - 2.8.2. Any proposed vessel shall be of a proven design. The proposer must have built a minimum of 5 NFPA 1925 Type III or IV compliant fireboats ~~of the design and size proposed~~ within the last five years. ~~These 5 vessels must be of a similar configuration and capability as the vessel proposed.~~ The proposer is to provide a list of vessels built which meet this requirement. The list shall include detailed vessel descriptions, photographs, and user points-of-contact for verification purposes.
  - 2.8.3. The personnel training provided by the manufacturer and described in NFPA 1925 (2018) section 8.1 shall consist of three days in Mobile, AL to cover all

three MFRD shifts of assigned boat crews.

2.8.4. The medical and first aid equipment described in NFPA 1925 (2018) section 10.6 and 15.13 shall be customer supplied.

2.8.5. Price must include delivery to customer's location and training.

### 3. RFP SUBMISSIONS

Responses must be submitted to arrive by the due date indicated at the beginning of this RFP, and shall include the following information, presented in this order.

3.1. Cover Letter. On firm letterhead, please identify the company name, principal contact, providing the name, title, street address, email address, and phone number as well as all persons authorized to represent the respondent. Please include a description of your company and any reservations or comments regarding this RFP. If you have standard license agreements, disclosures, or contract terms, please reference them here and include them as enclosures.

3.2. Qualifications and Experience. Provide the information regarding your team, your construction facility and processes, and other similar rapid response vessels that you have built and delivered.

3.2.1. Leadership and Operating Team. Provide a list of at least five similar representative vessels you've built, including description and photo, when it was delivered, and your customer's name and point of contact.

3.2.2. Relevant Strengths. Provide any special efficiencies, processes, or materials, or performance advantages associated with your design, production, delivery, or support.

3.2.3. Subcontractors and Major Suppliers. Provide information on your major suppliers or subcontractors, with special recognition of disadvantaged business enterprises you use or intend to use for this project. Complete the City of Mobile Major Supplier and Subcontractor worksheet in **Exhibit B** and include it with this section.

3.3. Your Proposed Vessel. Tell us about the vessel you are proposing:

3.3.1. Complete the specifications checklist in **Exhibit A**, ~~including a supplementary list of NFPA 1925 (2018) Type IV requirements.~~

3.3.2. Provide preliminary design drawings, diagrams, material data sheets and test reports, as applicable.

3.3.3. Describe any unique and important qualities or features incorporated into the product which set it apart from the other available products and the reasons for submitting the product model selected for consideration and a description of why this product will meet the needs of the MFRD.

3.3.4. Describe any patents, copyrights, or licensing agreements applicable to the product.



- 3.3.5. Describe the commercial availability of the product model selected, including but not limited to Federal General Services Administration (GSA) Contracts, H-GAC cooperative purchasing program, open market resellers, partnerships, and/or distributors.
- 3.4. Schedule, Construction and Delivery Plan. Provide an estimated timeline for the design, fabrication, and delivery for the proposed rapid response fire boat submitted for consideration by the MFRD in response to this RFP. Indicate how you intend to provide construction updates, your delivery process, including sea trials, and training process. *In describing the schedule, construction, and delivery plan, proposals can assume an early April notification of award and should construct their delivery timeline based on that expectation. The timeline submitted should include enough detail for the City to evaluate the proposer's planning scenario, construction and supply chain processes, and transportation and delivery experience for the City. Please indicate key assumptions and critical or long-lead time items that will factor into the construction and delivery of the vessel.*
- 3.5. Warranty & Support. Describe your warranty for the vessel and its components, and how you will provide technical assistance, maintenance, and support. Provide the maintenance service intervals for key components, and any recommendation on how the City should complete extended maintenance or how proposer could provide extended maintenance services. Please also describe whether your maintenance plan maintains digital records and schedules that could be compatible with the City's NEXGEN Asset Management software.
- 3.6. Price and Contract Terms. Provide a comprehensive price list for the proposed vessel, compliant with GSA or cooperative pricing clearly referencing the GSA or cooperative contract you are using. Include pricing for optional items and service plan, warranty, or extended warranty or maintenance options. Include any prepayment, partial payment, or discount options, and itemize any inclusive or separately billed travel for City or contractor representatives.

#### 4. METHOD OF SELECTION

- 4.1. Proposals should be prepared simply, providing a straightforward, concise description of your ability to satisfy the requirements of the RFP, and organized as described in Section 3.
- 4.2. The City reserves the right to request at any time that the Proposer modify a proposal to more fully meet the needs of the City. The City also reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures or in any submission.
- 4.3. All submissions shall become the property of the City, and the City retains the right





to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right. The City cannot guarantee the confidentiality of any information or materials submitted in response to this RFP, though it will endeavor to protect from disclosure confidential financial information marked as such by proposers, and determined by the City to be sensitive and confidential. Proposals and communications exchanged in response to this RFP should be assumed to be potentially subject to public disclosure.

- 4.4. The City assures that no person shall, on account of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Mobile further assures that every effort will be made to ensure non-discrimination in all of its programs and activities.
- 4.5. The City will conduct an evaluation of all submitted proposals by a designated selection team. The City may conduct interviews as part of the evaluation process.
- 4.6. The City intends to select the proposal that presents the best value and most capable product meeting the City's price constraints and specifications. As part of the evaluation process, the City, at its sole discretion, may select multiple higher-scoring proposals for further development, clarification, and competitive reconsideration.
- 4.7. Proposals will be evaluated on a 100-point scale according to the following categories and weighting:
  - 4.7.1. Qualifications and Experience: Previous technical experience and competence for both the company and key personnel assigned to this project with respect to vessel construction generally and specific to the fireboat sought by this RFP. The City may factor into a proposer's score for Experience and the similarity or dissimilarity of its previously delivered vessels to the vessel proposed for delivery in response to this RFP. Feedback from referenced previous customers may be used to score this category. Capacity to produce a quality vessel and provide support. Subcontractor and Major Supplier plan.  
Scoring Method: 0-100 Points  
Weight (Points): 30% of Total
  - 4.7.2. Vessel's Design: Compliance with the required specifications and any enhanced performance features offered, including documentation that Proposer's design has performed effectively on other vessels it has previously built. Quality of workmanship, materials, and equipment.  
Scoring Method: 0-100 Points  
Weight (Points): 30% of Total



- 4.7.3. Schedule, Construction, Delivery Plan: The Proposer's plan to complete the design and execute the project to completion on or before the date specified by the proposer. While timeliness of delivery is a scoring factor, the City will provide the highest scores to timelines and plans that most clearly show a reliable, efficient and realistic process to build and deliver the finished product to the City.  
Scoring Method: 0-100 Points  
Weight (Points): 10% of Total
- 4.7.4. Warranty and Support: Warranty terms for the vessel and components used to outfit the vessel to include procedures and guaranteed response times. Extended maintenance schedule and requirements, and proposed plan for City to complete, to include any proposal for proposer to provide extended maintenance services.  
Scoring Method: 0-100 Points  
Weight (Points): 20% of Total
- 4.7.5. Pricing: Proposers shall include an itemized pricing proposal to include design, manufacturing, delivery, training and warranty. Proposers shall include pricing to cover the cost for travel expenses, lodging and meals for two MFRD representatives to be present during sea trials. Pricing will be evaluated objectively as multiple factors constitute value. Proposals with a higher-than-targeted price will be considered, but will see reduced scores in Pricing and potentially other scoring areas.  
Scoring Method: 0-100 Points  
Weight (Points): 10% of Total.
- 4.8. The City reserves the right to reject any or all proposals, or to indefinitely extend this proposal opportunity.
- 4.9. Questions regarding this RFP must be sent by E-mail to [Purchasing@CityofMobile.org](mailto:Purchasing@CityofMobile.org), not later than seven calendar days before proposals are due. The City will post replies to questions received by addendum at [www.CityofMobile.org/bids](http://www.CityofMobile.org/bids), and by specific notice to any person that sends an email to [Purchasing@CityofMobile.org](mailto:Purchasing@CityofMobile.org) requesting notices regarding this RFP. Proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.
- 4.10. The City will hold a **pre-proposal conference call on February 17, 2022, at 9:00 am local Mobile time**. Firms interested in participating in the call must send an email to [Purchasing@CityofMobile.org](mailto:Purchasing@CityofMobile.org) for call in information.

- EXHIBITS:
- A Specification checklist – complete and submit with proposal.
  - B Major Supplier and Subcontractor Plan
  - C Standard Federal Clauses



## EXHIBIT A Specification Checklist

Specification	Meets Y/N	Comments
2.1 All fireboat proposals shall be NFPA 1925 (2018 edition) Type IV compliant in all categories unless otherwise noted. <del>(SUBMIT A SEPARATE LIST OF NFPA 1925 TYPE IV REQUIREMENTS AND INDICATE WHETHER YOUR VESSEL COMPLIES WITH EACH LISTED REQUIREMENT).</del>		
<b>2.2 Size and capacity requirements:</b>	<b>XXXX</b>	
2.2.1 Size: 40' or greater length overall.		
2.2.2 Speed: 35 knots or greater (fully loaded with fuel and standard equipment).		
2.2.3 Propulsion: Two diesel inboard engines powering jet drives.		
2.2.4 Fire Pumps: Two marine grade pumps powered by PTO from propulsion engines		
2.2.5 Fire Pump Capacity: Both pumps shall be rated at a minimum of 2,000 gallons per minute at 150 psi for a total rated capacity of at least 4,000 gallons per minute at 150 psi.		



## EXHIBIT A Specification Checklist

Specification	Meets Y/N	Comments
2.2.6 Firefighting foam capacity: two 5-gallon AFFF square totes which will utilize a 1 ½" inline proportioner (customer supplied). The foam metrics described in NFPA 1925 (2018) 7.1.3 have been pre-determined with the customer's choice of proportioner.		
2.2.7 Fuel Capacity: 300 gallons minimum.		
<b>2.3 General Functional Requirements</b>	<b>XXXX</b>	
2.3.1 Chemical, biological, radiological, nuclear, explosive (CBRNE) response capability which includes cabin positive pressure and air filtration (foil tape to seal openings is permissible).		
2.3.2 CBRNE detection to include MultiRAE Pro and Lorus Mini Rad, or equivalent. The detection systems must be capable of operation from inside a closed cabin. A sampling port with hose(s) in the cabin meets this requirement.		
2.3.3 Three standalone 5" Stortz discharges (1 bow, 2 stern). Stern Stortz are to have movable 90-degree elbows. There shall be manual valves controlling each discharge		



## EXHIBIT A Specification Checklist

Specification	Meets Y/N	Comments
2.3.4 Three manual master stream turrets. Bow turret shall be an 18" TFT Extend-A-Gun, or equivalent. The remaining two turrets shall be located on the port and starboard side, aft of amidships. There shall be manual valves controlling each turret.		
2.3.5 Two gated brass wye fittings with 2 ½" discharges (one located with each aft amidships master stream).		
2.3.6 Convenient means of access/egress to the water for repeated entry to facilitate water rescue.		
<b>2.4 General Hull and Structural Characteristics:</b>	<b>XXXX</b>	
2.4.1 Vertical push knee with rubber fendering.		
2.4.2 Enclosed pilot house with two forward-facing individual shock-mitigating conning seats and two rows of bench seating aft sufficient to carry 6 total crew. Each bench seat to be large enough and capable to accommodate and secure a body backboard with patient.		



## EXHIBIT A Specification Checklist

Specification	Meets Y/N	Comments
2.4.3 Inside storage for four 50' lengths of rolled 2 ½" hose, eight 50' lengths of rolled 1 ¾" hose, and two 25' lengths of rolled 5" LDH hose with stortz couplings (customer supplied).		
2.4.4 Inside storage for two backboards and a folding stainless steel stokes litter (vendor supplied).		
2.4.5 Forward cuddy hatch accessible from pilot house.		
2.4.6 Zip Wake automated trim tabs, or equivalent.		
2.4.7 Sacrificial hull anodes with galvanic isolator and anti-corrosion meter.		
2.4.8 Stern mounted, removable dive ladder.		
2.4.9 Wrap around solid foam Wing collar, Gilman fender, rub rail, or equivalent.		
2.4.10 Aft swim platform.		
2.4.11 Tow post forward of the swim platform.		
<b>2.5 General Auxiliary Systems:</b>	<b>XXXXX</b>	
2.5.1 HVAC system (if the system does not have windshield defrost capability, heated windshield(s) shall be supplied).		



## EXHIBIT A Specification Checklist

Specification	Meets Y/N	Comments
2.5.2 Anti-fouling bottom paint.		
2.5.3 Sea Deck, or equivalent, non-skid on main deck.		
2.5.4 Integrated self-contained toilet in V-birth. The sink listed in NFPA 1925 (2018) section 15.2 shall be deleted.		
2.5.5 Both fresh and salt water wash down capability with a freshwater holding tank.		
2.5.6 Automatic bilge pumps with an audible bilge alarm.		
2.5.7 Engine room fire suppression system capable of both automatic and manual activation as well as audible alarm.		
<b>2.6 General Electrical System Requirements:</b>	<b>XXXX</b>	
2.6.1 Engine powered inverter or generator of sufficient power to run the vessel HVAC, electronics, and accessories.		
2.6.2 Shore power for battery maintainers and on-board dehumidifier with cord.		
2.6.3 LED Emergency warning lights, interior/exterior illumination, and spotlight.		





## EXHIBIT A Specification Checklist

Specification	Meets Y/N	Comments
2.6.4 LED underwater lights at stern.		
2.6.5 Interior and exterior 120V outlets.		
<b>2.7 General Command and Control System Requirements:</b>	<b>XXXX</b>	
2.7.1 Raymarine AXIOM Pro package 12 with two 12” displays, dome radar, GPS antenna, heading sensor, side scan, 3D imaging, and Chirp-sounding/dual sensor. Any proposed Raymarine products must meet or exceed what is listed in this package		
2.7.2 Raymarine AIS5000 with Blueforce tracking and encrypted text messaging.		
2.7.3 FLIR M364C with JCU-2 controller.		
2.7.4 Two marine VHF radios with antenna.		
2.7.5 Single Harris XL-200m Multiband (customer supplied) with antenna shall be installed by the vendor.		
2.7.6 EPIRB		
2.7.7 Blue Arrow, or equivalent, vessel control system.		



## EXHIBIT A Specification Checklist

Specification	Meets Y/N	Comments
<b>2.8 Additional Details</b>	<b>XXXX</b>	
2.8.1 Maximum total price of \$1,250,000.00 on GSA schedule. (LIST YOUR PRICE HERE AND ATTACH A SEPARATE BREAKDOWN)		
2.8.2 Any proposed vessel shall be of a proven design. The proposer must have built a minimum of 5 NFPA 1925 Type III or IV compliant fireboats of the design and size proposed within the last five years.		
2.8.3 The personnel training provided by the manufacturer and described in NFPA 1925 (2018) section 8.1 shall consist of three days in Mobile, AL to cover all three MFRD shifts of assigned boat crews.		
2.8.4 The medical and first aid equipment described in NFPA 1925 (2018) section 10.6 and 15.13 shall be customer supplied.	<b>XXXX</b>	
2.8.5 Price must include delivery to customer's location and training.		

# EXHIBIT B Subcontractor, Major Supplier Form



OFFICE OF SUPPLIER DIVERSITY  
**CITY OF MOBILE**  
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.  
Via email: [Archnique.kidd@cityofmobile.org](mailto:Archnique.kidd@cityofmobile.org)  
251.208.7967  
205 Government Street, 5<sup>th</sup> Floor

**Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.**

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation (“Solicitations”) issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise (“DBE”) subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The “good faith effort” factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The “good faith effort” factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About “DBEs”: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About “Good Faith” Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

**Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.**

# EXHIBIT B Subcontractor, Major Supplier Form



City of Mobile  
 CBRNE Response Fireboat  
 RFP 5650



OFFICE OF SUPPLIER DIVERSITY  
**CITY OF MOBILE**  
 Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.  
 Via email: Archnique.kidd@cityofmobile.org  
 251.208.7967  
 205 Government Street, 5<sup>th</sup> Floor

### FORM 1: Background and Plan

#### Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____

#### Subcontractor/Major Supplier Plan submitted by:

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_



# EXHIBIT B Subcontractor, Major Supplier Form



OFFICE OF SUPPLIER DIVERSITY  
**CITY OF MOBILE**  
Subcontracting and Major Supplier Plan

### Form 2: Good Faith Effort Documentation

Name of Bidder: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ( <input type="checkbox"/> )	NO ( <input type="checkbox"/> )	Did you do these suggested areas for DBE recruitment and engagement
		<b>PRE-BID MEETING(S):</b> The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		<b>CMDBE/ALDOT DBE LIST(S):</b> The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		<b>SMALL CONTRACT(S):</b> The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		<b>FOLLOW-UP:</b> The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		<b>GOOD FAITH NEGOTIATIONS:</b> The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		<b>ADVERTISEMENT:</b> The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		<b>INTERNET ADVERTISING:</b> The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

# EXHIBIT B Subcontractor, Major Supplier Form



OFFICE OF SUPPLIER DIVERSITY  
**CITY OF MOBILE**  
 Subcontracting and Major Supplier Plan

		<b>INFORMATION:</b> The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		<b>WRITTEN NOTICE(S):</b> The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		<b>COMMUNITY RESOURCES:</b> The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

**CONTRACT RECORDS:**

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

**Section 2(B)**

\_\_\_\_\_ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

\_\_\_\_\_ Could not find sufficient DBEs to provide subcontracting or supplier services.

\_\_\_\_\_ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. \_\_\_\_\_

\_\_\_\_\_



## EXHIBIT C Standard Federal Clauses

A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

B. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

C. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

### D. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This contract is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the contractor furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the contractor in default of its obligation under the bid award:

(i) the contractor fails to deliver or has delivered nonconforming goods or services





## EXHIBIT C Standard Federal Clauses

or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the contractor;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the contractor fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting contractor, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.



## EXHIBIT C Standard Federal Clauses

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the contractor shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the contractor;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the contractor under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the contractor.



## EXHIBIT C Standard Federal Clauses

### E. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities

(b) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the



## **EXHIBIT C Standard Federal Clauses**

compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of



## EXHIBIT C Standard Federal Clauses

September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### F. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

### G. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

### H. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to [Purchasing@CityofMobile.org](mailto:Purchasing@CityofMobile.org). Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent



## EXHIBIT C Standard Federal Clauses

to award, but prior to actual award. All protests shall include the following information:

- (i) The name, address, and telephone number of the protestor;
  - (ii) The signature of the protestor or an authorized representative of the protestor;
  - (iii) Identification of the bid being protested;
  - (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
  - (v) The form of relief requested
- (b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.
- (c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

### I. CODE OF CONDUCT

- (a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for



## EXHIBIT C Standard Federal Clauses

the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

J. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by



## **EXHIBIT C Standard Federal Clauses**

section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K. IMMIGRATION COMPLIANCE.** By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

**L. BOYCOTTS.** By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

**M. INDEMNIFICATION.**

(a) The Contractor shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect, or misconduct of the said Contractor; or by or on account of any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

(b) The successful Contractor will be asked to indemnify the City and hold it harmless from and against all claims, liability, loss, damage, or expense, including counsel fees, arising from or by reason or any actual or claimed trademark, patent, or copyright infringement or litigation based thereon, with respect to the goods or any part hereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.





## EXHIBIT C Standard Federal Clauses

### N. INSURANCE AND BONDS

The successful Contractor, at time of contract award, shall furnish proof of Worker's Compensation coverage, Automobile Liability Coverage and Comprehensive General Liability Insurance. No bond is required. Contractor shall take out and maintain during the life of the contract the following insurance:

(a) Worker's Compensation – Employers Liability Insurance. Statutory – amount of coverage as required by law of the place in which the work is performed.

(b) Comprehensive – General Liability Insurance

(i) Public Liability including premises, products, and complete operations.

Bodily injury liability

\$500,000 – each person

\$1,000,000 – each occurrence

(ii) Property damage liability

\$500,000 – each occurrence

Or, in lieu of 1 and 2 above,

(iii) Bodily injury and Property Damage combined

\$1,000,000 – single limit

(c) Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles

(i) Bodily injury liability

\$250,000 – each person

\$1,000,000 – each occurrence

(ii) Property damage liability

\$500,000 – each occurrence

Or, in lieu of a and b above,

(iii) Bodily injury and property damage combined

\$1,000,000.