



*First Judicial District of Pennsylvania
Procurement Unit
368 City Hall
Philadelphia, Pennsylvania 19107
(215) 683-7940
Fax: (215)683-7942
<http://courts.phila.gov>*

Marc Flood, Esquire
Deputy Court Administrator

October 14, 2014

Dear Prospective Vendor:

You are invited to submit a bid for the purchase and delivery of commercial/industrial/ household appliances and/or any applicable services in accordance with the enclosed Invitation to Bid (ITB).

All bids must be submitted in five (5) copies to the First Judicial District of Pennsylvania, Procurement Unit. Attention: Commercial/Industrial/Household Appliances ITB, 368 City Hall, Philadelphia, Pennsylvania 19107.

Bids must be received in a sealed envelope at the above address no later than **3:00 P.M., Friday, October 31, 2014**. Late Bids will not be considered regardless of the reason.

All questions must be submitted in writing no later than 3:00 p.m., Wednesday, October 22, 2014, and submitted either via facsimile: (215) 683-7942 or electronically to Robert.deemilio@courts.phila.gov.

It is anticipated that evaluation of all bids received and selection of the Vendor will be completed as soon as possible; all Vendors will be notified accordingly.

Sincerely,

A handwritten signature in cursive script, appearing to read "Marc L. Flood".

Marc Flood, Esquire
Deputy Court Administrator

Enclosures

**First Judicial District of Pennsylvania
Procurement Unit
INVITATION TO BID / QUOTE**

DELIVERY POINT(s):

Unless determined otherwise at a later date, all equipment deliveries will be to the new Family Court Facility. Further details will be provided at a later date.

Questions must be submitted in writing no later than 3:00 p.m., Wednesday, October 22, 2014

Bids must be received no later than 3:00 p.m., Friday, October 31, 2014

addressed to:

First Judicial District of Pennsylvania
Procurement Unit
368 City Hall

Philadelphia, Pennsylvania 19107

Attn: Commercial/Industrial/Household Appliances ITB

Phone No.: (215) 683-7940 FAX: (215) 683-7942

Email: Robert.deemilio@courts.phila.gov

ALL PRICES FOR SERVICES/ITEMS MUST BE F.O.B. TO ABOVE DELIVERY POINT(S);
PRICES MUST BE IN EFFECT FOR A MINIMUM OF NINETY (90) DAYS; AND
PRICES MUST BE NET, EXCLUSIVE OF ANY FEDERAL, EXCISE, OR PENNSYLVANIA SALES TAX.

ITEM NO.	DESCRIPTION	QTY	U/M	LOT PRICE
	Summit (AL652B) Refrigeration/Freezer	26	Each	
	GE Energy Star (GTH181BD) 18.0 CU. FT. Top Freezer/Refrigerator	33	Each	
	GE 2.0 CU. FT.(JES2051DN/SN) Countertop Microwave Oven	56	Each Each	
	GE Profile (PDW1800/60N)18" Built in Dishwasher	1	Each	
	Maytag Top-Loading Automatic Washer	1	Each	
	Maytag Centennial Electric Dryer with In tell-Dry Moisture Sensor	1	Each	
	Warranty/Maintenance for above: Year 1 Subsequent Years 2 through 5			

Signature (<i>Authorized Vendor Representative</i>)	Reference No.	Date of Bid	Delivery Time	Discount Terms
Vendor's Address		Contact Name/Phone No.		

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**First Judicial District
of the
Commonwealth of Pennsylvania**

Invitation to Bid

For

**COMMERCIAL/INDUSTRIAL/HOUSEHOLD
APPLIANCES**

*To be utilized and installed at
Philadelphia Family Court Building*

Procurement Unit

October 14, 2014

1. Purpose

The First Judicial District of the Commonwealth of Pennsylvania, hereinafter known as the "FJD", issues this Invitation to Bid ("ITB") for qualified, licensed and insured appliance suppliers to provide a bid response for the purchase and delivery of commercial and household appliances for use in the Philadelphia Family Court, hereinafter known as the "PFC" in their newly built Courthouse located at 1501 Arch Street, Philadelphia PA. Services shall include, but may not be limited to, all specific services and/or tasks, deliverables, peripherals, installation and warranty(ies)/support (short and long term) for said goods and services.

2. Scope of Task, Specifications & Requirements

The First Judicial District desires to engage a qualified Supplier who is a manufacturer or a manufacturer's authorized distributor of the products offered. Supplier shall furnish delivery and installation of all deliverable appliances. It is the intent that the appliances will be completely operational after the installation by the Supplier. Supplier shall provide equipment and perform work in a professional manner consistent with manufacturer(s) specification(s) and industry.

In the event the Supplier desires to propose any other appliance for use as an "equal", approval thereof shall be forwarded to and approved by the FJD prior to submitting said proposal.

Supplier represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable goods and services.

Minimum requirements:

- Twenty Six (26) Summit Refrigerator/Freezer (AL652B)
- Thirty Three (33) GE Energy Star 18.0 CU. FT. Top Refrigerator/Freezer (GTH181BD)
- Fifty Six (56) GE 2.0 CU. FT. Countertop Microwave Oven (JES2051DN/SN)
- One (1) GE Profile (PDW1800/60N) 18" Built in Dishwasher
- One (1) Maytag Top-Loading Automatic Washer
- One (1) Maytag Centennial Electric Dryer with Intell Dry Moisture Sensor

3. Bid Quote Form

All Vendor's must submit a cost breakdown for the implementation of their solution for this project as described in this ITB. The Vendor understands and agrees to keep these prices valid for a minimum of ninety (90) days. **The Bid Quote Form is enclosed for your reference.**

4. Vendor's Qualifications

The Vendor must show its proven ability to meet all requirements of this ITB; this also includes the vendor's financial ability to undertake the project. Vendor holds itself out as an expert in the subject matter of the Purchase Order. Vendor represents itself as possessing a greater knowledge and skill in this area than the average person. Accordingly, Vendor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which advice is handled or services are rendered will be evaluated in light of the Vendor's superior skill.

5. Preparation of Bid

Bids must be written in ink or typewritten, shall be signed and placed in a sealed envelope or carton. The bid must be signed by the owner if a sole proprietor or by a general partner if the bidder is a partnership. If the

bidder is a corporation, the bid must be signed by the president or vice-president and attested to by the secretary, treasurer or assistant secretary or treasurer, and must bear the corporate seal.

- 5.1 No bid will be considered if not received at the designated office by the time specified in this ITB. Timely delivery shall be judged by the date of **actual receipt**.
- 5.2 No bid shall be withdrawn for **60 days** from the date of the deadline specified for submission of bids, except as otherwise provided herein. Bidders may be given permission to withdraw a bid before opening upon receipt of written notification or by personal request of the bidder of which the request must be submitted no later than forty-eight (48) hours before the time fixed for the opening and consideration of Bids.
- 5.3 No changes in prices, terms and conditions will be considered after the deadline for submission of bids.

6. **Criteria for Selection**

All responses from Vendors will be reviewed and evaluated by a Committee of personnel selected by the FJD. This Committee will recommend for selection the proposal that most closely satisfies the requirements of the ITB and the needs of the FJD.

6.1 **Vendor's Qualifications**

This refers to the ability of the Vendor to meet all the terms of the ITB, especially the quality, relevancy, and recency of projects completed by the Vendor.

6.2 **Personnel Qualifications**

This refers to the competence of professional and technical personnel who would be assigned to the job by the Vendor. Qualifications of professional personnel will be measured by experience, with particular reference to experience on similar projects described in the ITB including but not limited to support services.

6.3 **Understanding the Problem and Needs**

This refers to the Vendor's understanding of the needs and/or problems generated by the project specified in the ITB, the objectives in asking for the services and the nature and scope of the work involved.

6.4 **Cost**

This factor will be weighted heavily but will not necessarily be the deciding factor in the selection process.

7. **Additional Conditions Governing the Procurement Process**

The following additional conditions govern this procurement:

7.1 **Rights Reserved**

Upon determination that its best interests would be served, the FJD shall have the right to:

- Cancel the procurement at any time prior to the contract award;
- Amend this solicitation at any time prior to bid closing time and date;
- Refuse to consider Bids which do not conform to solicitation requirements. One copy of any proposal which is returned as nonconforming will be retained by the FJD for documentation purposes.
- Require bidders, at their expense, to submit written clarification of Bids in any manner or format that the FJD may require.
- Require that all Bids submitted in response to this solicitation, upon receipt by the FJD, become the property of the FJD.
- Invite some bidders, but not necessarily all, to make an oral presentation or a demonstration of their proposed system to assist the FJD in its determination of award. The FJD reserves the right to limit the number of bidders invited to make such a presentation or demonstration.

- Allow no additions or changes to the original proposal after the due date specified herein, except as may affect all bidders.
- Award in part or reject any and all Bids in whole or in part.
- Waive technical defects, irregularities and omissions.
- Reject the proposal of any bidder in default of any prior contract or for misrepresentation of material(s) presented.
- Request a "best and final" proposal of one or more bidders.
- Allow a bidder to remedy in writing any deficiency which is not material.

8. Nondiscrimination

During the term of any subsequent contract, vendors agree to the following:

- 8.1** Vendor shall not discriminate nor permit discrimination against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex or disability in the performance of services under this procurement. Vendor shall comply with all federal and state laws prohibiting discrimination.
- 8.2** Pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act, 28 C.F.R. §35.101 et seq.*, Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this procurement or from activities provided for under this procurement. As a condition of accepting and executing any subsequent contract, Contractor agrees to comply with the *General Prohibitions Against Discrimination, 28 C.F.R. §35.130*, and all other regulations promulgated under *Title II of the Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania, the City of Philadelphia, and/or the FJD, through contracts with outside contractors.
- 8.3** Vendor shall take steps to insure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, or disability in the performance of this procurement. Such nondiscrimination shall include, but is not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.
- 8.4** Vendor shall, in advertisements or requests for employment placed by or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or disability.
- 8.5** Vendor shall include the provisions of this nondiscrimination clause in every subcontract pertaining to the performance of this procurement so that such provisions will be binding upon each subcontractor. In the event of a violation of subcontractors, Vendor shall promptly notify Marc Flood, Esquire, Deputy Court Administrator, Procurement Unit, First Judicial District of Pennsylvania, in writing.
- 8.6** In the event of Vendor's noncompliance with the nondiscrimination clause of this procurement or with any such laws governing nondiscrimination, Vendor shall take all steps necessary to come in compliance with this nondiscrimination clause. Further, in the event of Vendor's noncompliance with the nondiscrimination clause of this procurement or with any such laws governing nondiscrimination, any subsequent contract may be terminated or suspended, in whole or in part, whereupon all obligations on this procurement shall cease, save only the obligation to pay to Vendor the sums due for goods and services already provided prior to the date of termination. In the event of continued refusal by Vendor to comply with this nondiscrimination clause, Vendor may be declared temporarily ineligible for further FJD contracts and other sanctions may be imposed and remedies invoked.
- 8.7** It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Vendor

has delegated some of its employment practices.

- 8.8** Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency for purposes of investigation to ascertain compliance with the provisions of this nondiscrimination clause.
- 8.9** Vendor's obligations under this clause are limited to the Vendor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually manufactured, produced, assembled, or delivered.
- 8.10** Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania, the City of Philadelphia, and/or the FJD, from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania, City of Philadelphia, and/or the FJD, as a result of the Contractor's failure to comply with this nondiscrimination provision.
- 8.11** Vendor 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, religion, national origin or ancestry, constitutes a substantial breach of Contract entitling the FJD to all rights and remedies provided in the Contract or otherwise available in law or equity.

9. Disclosure

All materials submitted in response to this ITB become the property of the FJD, and thereby, become part of the public record and may be subject to public review. As a general rule, the FJD does not disclose any personally or professionally identifiable information collected or obtained through normal FJD business practices and/or procedures except where permission has been obtained or where the information is classified as public information under the State of Pennsylvania's Right to Know Act (65 P.S., §67.101 et seq.), Pennsylvania's General Assembly's Act 3 of 2008, or any other applicable laws. Any/all participating Parties should be aware that information collected or obtained by the FJD through a solicitation and/or business relationship may be subject to examination and inspection if such information is a public record and not otherwise protected from disclosure. Furthermore, no public agency, official, employee, and/or custodian shall be liable, nor shall a cause of action exist, for any loss or damage based upon the release of a public record if the public agency, official, employee, and/or custodian acted in good faith in attempting to comply with the provisions of said Acts and/or applicable laws.

10. Terms and Conditions of Contract

The formal contract to be entered into with the successful bidder shall contain, at a minimum, the terms and conditions set forth in this Section. *The terms and conditions expressed herein are not subject to bidder negotiation.*

10.1 Type of Contract

The contract resulting from this procurement will be a firm, fixed price contract pursuant to Vendor's quote in coordination with the requirements detailed herein.

10.2 Terms of the Contract

- (1) The contract shall begin on the first day after it has been fully executed by the parties, and shall expire, unless earlier terminated otherwise pursuant to the Agreement, at the completion of all specified tasks and delivery of all contracted products, goods, and services as defined in said contract including the performance of any maintenance and/or warranty periods.
- (2) The order of documents in the contract shall be:
- Contract, including written riders or addenda
 - Amendments to ITB and written answers to questions, if applicable

- ITB
- Vendor's Bid

(3) No amendment or modification changing the contract's scope or terms has any force or effect unless it is in writing and signed by all parties to the contract. The subsequent contract shall be binding upon the parties and their respective successors and officers.

10.3 Contract Administrator

Upon execution of a contract, the FJD shall designate a Contract Administrator. The Contract Administrator shall be the single authority to act for the FJD under the contract. Whenever the FJD is required by terms of the contract to provide written notice to the Vendor, such notice must be signed by the Contract Administrator, or in that individual's absence or inability to act such notice shall be signed by the Contract Administrator's designee.

10.4 Vendor's Responsibilities

The selected Vendor will be required to assume sole responsibility for all services offered and products to be delivered as stated in its proposal whether or not the Vendor is the manufacturer or producer of said services. The FJD will consider the selected Vendor to be the sole point of contact with regard to all contractual matters.

10.5 Independent Capacity of the Vendor

In the performance of the contract, the Vendor, its officers, employees, agents or subcontractors will act in an independent capacity and not as officers or employees of the FJD.

10.6 Subcontracting

Except as provided in the Vendor's proposal, no contract shall be made by the Vendor with any other party for furnishing any of the work or services herein contracted for without the consent and written approval of the Contract Administrator. This provision will not require the approval of contracts of employment between the Vendor and personnel assigned for services thereunder.

10.7 Disputes

In the event that any dispute arises between the parties under the contract, the Contract Administrator shall make a determination in writing and shall send the same to the Vendor. The Vendor shall thereafter, in good faith and with due diligence, render such performance as the Contract Administrator has determined is required. If the Vendor believes the decision of the Contract Administrator to be in error, the Vendor's sole remedy is to make such claims as it may desire to the Board of Claims pursuant to the Act of May 20, 1937, P.L. 728, No. 193, as Amended. (72 P.S. §4651-1 et seq.) Pending a final judicial resolution of any such claim filed with the said Board, the Vendor shall proceed diligently and in good faith with the performance of the Agreement as interpreted by the FJD, and the FJD shall compensate the Vendor pursuant to the determination of the Contract Administrator.

10.8 Early Termination

The performance of work under any contract may be terminated, without penalty, by the FJD for any reason upon ten (10) days notice, whenever the Contract Administrator shall determine that such termination is in the best interest of the FJD. Any such termination shall be effected by delivery to the Vendor of a notice of termination specifying the extent to which performance of the work under the contract is terminated and the date on which termination becomes effective. In the event of such termination, the Vendor will be compensated for all work performed for which payment has been met and deliverables accepted prior to the termination date and for all reasonable costs to which the Vendor has, out of necessity, obligated itself as a result of the contract. In no event, however, shall the Vendor be paid for loss of anticipated profits. Title to any equipment or hardware provided and accepted by the FJD prior to the date of termination, and for which payment is made, shall pass to the FJD.

10.9 Default

(1) Termination by FJD

The FJD may terminate the contract without penalty in any one of the following circumstances after mailing written notice of default to the Vendor specifying such failure:

- i. If any hardware, software or equipment which is required to meet the standard of performance as and when called for under any contract fails to do so; or
- ii. If the Vendor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms. FJD, at its discretion, may give the Vendor thirty (30) days (or a longer period as the Contract Administrator may authorize in writing) to cure such failure to default.

(2) FJD's Options at Termination

In the event the FJD terminates the contract, the FJD may, at its sole option:

- i. Retain such hardware, equipment, software, and documentation as has been provided, obtaining clear title to the same.
- ii. Return, as is, all hardware, equipment, software, and documentation to Vendor at Vendor's expense in which instance the Vendor must return all monies previously paid by the FJD within five (5) business days of receipt of such hardware, equipment, software, and documentation.
- iii. Payment for materials delivered to and accepted by the FJD and for the preservation and protection of property shall be in an amount agreed upon by the Vendor and FJD. The FJD may withhold from amounts otherwise due the Vendor for said completed materials such amounts determined by the FJD to be necessary to protect it against losses because of outstanding claims. The Vendor shall, upon direction of the FJD, protect and preserve property in possession of the Vendor in which the FJD has an interest.

(3) Vendor's Liability in FJD Termination

In addition to the remedies provided above, the FJD may hold the Vendor liable for actual, incidental and consequential damages arising or resulting from the termination of the contract due to a breach by Vendor. In the alternative, the FJD may, in addition to the remedies specified herein, impose liquidated damages as set forth below.

(4) Vendor's Freedom from Liability

The Vendor shall not be liable for any damages if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to acts of God, acts of the FJD solely in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of either the Vendor or its subcontractor(s). When such a cause arises, the Vendor shall notify the FJD immediately, in writing, of its failure to perform describing the cause of failure and how it affects performance and the anticipated duration of the inability to perform. The FJD shall review the information provided and may at its sole option rescind the contract.

(5) FJD's Rights and Remedies

The rights and remedies of the FJD provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract. The failure of the FJD to insist on strict performance shall not constitute a waiver of any of the provisions of the contract or any remedy provided by law.

(6) Default by FJD

The FJD shall be in default under the contract when the FJD fails to pay any amount when due or fails to comply with any other material term or condition of the contract, and the Vendor has provided the FJD with thirty (30) days advance written notice that it will take

action hereunder. Upon the FJD's default, any unpaid amounts shall, at Vendor's option, become due and payable.

(7) FJD Recovery

In the event the FJD is required to undertake any legal action to enforce its rights and remedies under the contract, the FJD shall be entitled to recover reasonable attorney fees and costs.

10.10 Payment Provisions

Final delivery and acceptance of all products, services, and deliverables which are defined in this ITB and the subsequent contract resulting there from will be recognized for the purposes of payment to the Vendor.

10.11 Vendor's Liability; Hold Harmless; Insurance

- (1)** Vendor shall purchase and maintain, at its expense, the following types of insurance issued by companies acceptable to the FJD: (1) workers' compensation insurance sufficient to cover all of the employees working to fulfill the contract; (2) comprehensive general liability insurance, property damage insurance, and automobile liability insurance in such amounts as the FJD shall deem sufficient which shall not exceed \$1,000,000 for injury to or death of one person in a single occurrence and \$3,000,000 for injury to or death of more than one person in a single occurrence, and \$5,000,000 for a single occurrence of property damage.
- (2)** Such policies shall name the FJD as an additional insured. Prior to commencement of work under the contract, Vendor must provide the FJD with current certificates of insurance. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled or changed until at least 30 days prior written notice has been given to the FJD.
- (3)** Vendor shall be responsible for and agrees to indemnify and hold harmless the FJD, their agents, servants and employees, from damage to property or injuries (including death) to any person(s) and any other losses, damages, expenses, claims, demands, suits and actions by any party against the FJD, their agents, servants and employees, in connection with work performed by the Vendor, its agents, servants and employees under the contract.

10.12 Patent, Copyright and Other Proprietary Rights; Indemnification

- (1)** Vendor warrants that all equipment, software, supplies and other products provided hereunder and all services do not, and will not, infringe upon or violate any patent, copyright, trade secret or any other proprietary right of any third party. In the event of any claim by a third party against the FJD, the FJD shall promptly notify Vendor and Vendor shall defend such claim at Vendor's expense and shall indemnify the FJD against any loss, cost, expense or liability arising out of such claim including reasonable attorney's fees.
- (2)** The Vendor, at its own expense, shall defend and hold harmless the FJD for any suit which may be brought against the FJD or its agents and employees for the alleged infringement of any U.S. patents, copyrights, or trade secrets by the products furnished under the contract and, in any such suit, will satisfy any final award for such infringement. The FJD shall give prompt notice of such a suit or proceeding and all information and all cooperation to conduct the defense of same. If principles of government or public law are involved, the FJD may participate in the defense of any such action.
- (3)** If, in Vendor's opinion, products furnished under the contract are likely to, or do become the subject of a claim or infringement, then without diminishing the Vendor's obligation to satisfy a final award, Vendor may at its option substitute for the alleged infringing products, other equally suitable equipment, software, or products, satisfactory to the FJD, or at the Vendor's option and expense, obtain the rights for the FJD to continue the use of such products. If the use of such products by the FJD shall be prevented by permanent injunction, Vendor shall, at its own expense and at its option, and subject to approval by the

FJD, procure the rights to continued use of such products, replace them with non-infringing products, or modify them so that they are no longer infringing. If the Vendor is unable to do any of the preceding, the Vendor agrees to pay the FJD any amounts paid by the FJD towards the purchase of the products.

(4) The obligations of the Vendor under this paragraph continue without time limit.

10.13 Employment Practices

The Vendor must comply with the Nondiscrimination Clause.

10.14 Taxes

The FJD is exempt from payment of any federal excise or transportation taxes and any Pennsylvania sales or use tax. Vendor must represent that the prices set forth in its bid are exclusive of taxes.

10.15 Prevailing Wage

Historically, the FJD does not require any vendor to hire/employ unionized personnel, however, the FJD does require the selected vendor to compensate any personnel and/or subcontractors performing the requisite services of this solicitation at the current prevailing wage levels for similar type work/services; wages, as used herein, shall include all fringe benefits. During the course of a subsequent agreement to this solicitation, any increases in pay granted to organized labor by employers shall also be paid to non-organized personnel doing similar work.

10.16 Assignment

The Vendor shall not assign nor transfer any interest in the contract without prior written approval of the Contract Administrator. This shall not be construed as limiting the Vendor's rights to subcontract as provided herein.

10.17 Compliance with Laws

The Vendor is required to comply with all federal, state and local laws and regulations applicable to its work, and will procure at its expense, all licenses and permits necessary to the fulfillment of its obligations under the terms of the contract.

10.18 Governing Law

This contract and performance hereunder will be governed by and construed in accordance with the laws of Pennsylvania.

10.19 Waiver

No term or provision hereof shall be deemed waived and no breach excused by the FJD unless such waiver of consent shall be in writing. Any consent by the FJD to, or waiver of, a breach by the Vendor, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach

10.20 Severability

If any provision of the procurement of the contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision. In such event, the Contract Administrator shall determine the extent to which the remainder of the contract may require termination. Pending such determination, performance under the terms of the contract shall continue.

10.21 Most Favored Nation Clause

All of the prices, terms and warranties granted by Vendor herein are comparable to, or better than, those rates offered by Vendor to any present customer. If Vendor shall, during the term of the contract, enter into comparable arrangements with any other customer providing better prices, terms and warranties, the contract shall thereupon be deemed amended to provide the same to the FJD. Vendor must inform the FJD promptly of better prices, terms and warranties being made available to customers with comparable arrangements.

10.22 Right to Reject Vendor's Employees

The FJD shall retain the right to reject any of the Vendor's employees or subcontractor(s)' employees as permitted under the contract, whose qualifications, in the FJD's judgment, are insufficient. In considering the Vendor's employees' qualifications, the FJD will act in good faith and not unreasonably.

10.23 Confidentiality

The Vendor shall not disclose to others any confidential information gained by virtue of the contract.