

MUNICIPALITY OF PENN HILLS

SPECIFICATIONS AND PROPOSAL

FOR

LOCKER ROOM TRAILER
WATER POLLUTION CONTROL DEPARTMENT

PROPOSALS TO BE RECEIVED ON OR

BEFORE 10:30 AM, PREVAILING TIME, ON TUESDAY, MAY 7, 2019

AT

PENN HILLS MUNICIPAL BUILDING

102 DUFF ROAD

PENN HILLS, PENNSYLVANIA 15235



SPECIFICATION NUMBER:

DATE: APRIL 1, 2019

PREPARED BY: Tom O'Grady, Director W.P.C.D.

NOTICE TO BIDDERS

Sealed proposals will be received by the Municipality of Penn Hills, Pennsylvania, until Tuesday, May 7, 2019 at 10:30 AM, prevailing time, and will be publicly opened immediately after at the Municipal Building, 102 Duff Road, Pittsburgh, Pennsylvania, 15235, for the supply, delivery and placement for:

Locker Room Trailer (Water Pollution Control Division)

Specifications may be obtained at the web site www.pennhills.org or the Purchasing Office, at 102 Duff Road. Questions regarding the project can be addressed to Tom O'Grady, Director Water Pollution Control Division, 412-798-2171.

Proposal must be on Standard Proposal Forms in the manner therein and be enclosed in a sealed envelope bearing the name and address of the bidder on the outside, addressed to the Purchasing Office and marked:

"Locker Room Trailer WPCD"

The proposal is for delivery of a Portable Locker Room pre-wired and outfitted with full plumbing capabilities and HVAC systems. The locker room must be ADA-compliant and contain a minimum of 16 full size lockers, 1-shower, 2-sinks, mirrors, 1-toilet, 1-urinal, hot water tank and benches. Submittal of the floor plan showing fixtures and accessories with the bid proposal is required for acceptance.

Proposal must be accompanied by a certified check drawn upon a National or State Bank and made payable without conditions to the Municipality of Penn Hills, in an amount not less than ten (10%) percent of the proposal, or a bid bond, and be delivered to the place and hour named as a guarantee that, if the proposal is accepted, the successful bidder will enter into an Agreement within 15 days after Notice of Award of Contract.

All Proposals shall remain firm for a period of ninety (90) days. The Municipality reserves the right to reject any or all proposals.

Attention is called to the Federal requirements regarding employment, non-discrimination, safety and State regulations.

BY: Scott Andrejchak
Municipal Manager

MUNICIPALITY OF PENN HILLS INSTRUCTION TO BIDDERS

1. Bid Form

- (a) All bids must be submitted on forms furnished by the Municipality of Penn Hills (MPH), and shall be subject to all requirements of the specifications and drawings (if applicable) and attached thereto. Bid Forms will be furnished. The bid form shall be signed.
- (b) Bid Documents shall be sealed in an envelope which shall be clearly labeled with the words "Bid Documents", and show the title of work, name of bidder, and the date and time of bid opening.

2. Interpretations

No oral interpretation will be made to any bidder as to the meaning of the specifications and drawings. Every request for an interpretation shall be made in writing and any inquiry received ten or more days prior to the date fixed for opening bids will be given consideration. Interpretations will be in the form of addenda, which will be mailed or faxed to bidder on record, but it shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the specifications and all bidders shall be bound by such addenda, whether or not received by the bidder.

3. Bid Guarantee

The bid must be accompanied by a bid guaranty which shall not be less than ten percent (10%) of the amount of the bid, and at the option of the bidder may be a certified check, or a bid bond secured by a surety company. Certified check must be made payable to the order of the Municipality of Penn Hills. The bid guaranty shall insure the execution of the contract by the successful bidder as required within the specifications. The bid guaranty of unsuccessful bidders will be returned as soon as practicable after the opening of bids.

4. Non-Collusive Affidavit

Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit in the form provided by the Municipality, to the effect that he has not colluded with any other person, firm or corporation in regards to any bid submitted. Such affidavit must be attached to the bid.

5. Bidders Experience

Before a bid is considered for award, the bidder may be required by the MPH to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, and financial resources.

6. Time for receiving Bids

- a. Bids received prior to the opening will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before award is made, and it is shown to the satisfaction of the official authorized to make the award that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered. No responsibility will be attached to an official for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modification by telegraph of bids already submitted will be considered if received prior to the hour set for opening and written confirmation of such modification over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening.
- b. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modification, if not explicit and it in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

7. Opening of Bids

At the time and place fixed for the opening of bids, every bid received within the time fixed for receiving bids will be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

8. Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened. Pennsylvania Act 4 of 1974, and as amended, shall prevail.

9. Award of Contract; Rejection of Bids

- a. The contract will be awarded to the responsible bidder submitting the lowest proposal complying with the conditions of the "Invitation for Bids", provided his bid is reasonable and it is to the interest of the Municipality to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. The Municipality, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Municipality.
- b. The Municipality reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material men, or employees.
- c. The ability of a bidder to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.

10. Execution of Contract

- a. Subsequent to the award and within ten days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Municipality a contract in the form furnished in such number of counterparts as the Municipality may require.
- b. The failure of the successful bidder to execute such contract within fifteen days after the prescribed forms are presented for signature, or within such extended period as the Municipality may grant based upon reasons determined adequate by the Municipality, shall constitute a default, and the Municipality may either award the contract to the next responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.

11. Equal Employment Opportunity

- a. In the hiring of employees for the performance of work under such contract or any subcontract there under, no contractor, subcontractor or person acting on behalf of such contractor or subcontractor shall, by reason of race, creed, color, sex or on the basis of a disability discriminate against any resident of the Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. No contractor, subcontractor or person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under his contract on account of race, creed, color, sex or basis of disability.
- c. There may be deducted from the amount payable to the contractor under such contract a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- d. The contract may be cancelled or terminated by the Municipality and all money due or to become due there under may be forfeited for a second or subsequent violation of the terms or conditions of this portion of the contract.

- e. HUD Assisted Contracts (When applicable)
Are covered by addenda hereto and made a part hereof which then apply in entirety in lieu of the aforementioned paragraphs a through d.

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Company:

2. Street Address: _____ P.O. Box* _____
(*if P.O. Box, Please provide street address also.)

City _____ State _____ Zip Code _____

Telephone No. _____ FAX No. _____

When Organized _____

Federal Identification No. _____

3. Sole Proprietor:

Name _____

Social Security No. _____

4. Partnership:

Name of Partners _____

5. Corporation:

Name of Corporation _____

Where Incorporated _____

Year _____

List Corporate Officers:

6. How many years have you been engaged in the business for which this proposal is intended under your present firm or trade name? _____

7. Have you ever refused to sign a contract that was awarded to you? _____

8. Have you ever defaulted on a contract? _____

9. Will you, upon request, fill out a detailed financial statement and furnish any other information that the Municipality of Penn Hills may require for the execution of the contract documents?

10. Equipment to complete work under this proposal: Own _____ Lease _____
(List of equipment attached)

Contractor

By: _____

Date: _____

NON-COLLUSIVE AFFIDAVIT

Commonwealth of Pennsylvania) Ss:
County of _____

I, _____ of, _____ in the County of _____ and the state of _____ Of full age, being first duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____ the bidder making the proposal for _____, and that I executed the said proposal with full authority so to do; that such proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put a sham bid or to refrain from bidding, and has not directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or otherwise taken any action in restraint of free competitive bidding, to secure any advantage against the Municipality of Penn Hills or any person interest in the proposed contract; and that all statements in said proposal or bid are true.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon agreement or understanding for a commission percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

Name of Contractor

Signature of:
Bidder, if bidder is an individual
Partner, if the bidder is a partnership
Officer, if the bidder is a corporation

Signature: _____

Print Name & Title: _____

Subscribed and sworn to before me
This _____ day of _____, 20__

My commission expires _____ 20__

SUPPLEMENT TO BID SPECIFICATIONS

During the performance of this contract, the contractor agrees to the following:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or on the basis of a disability. The contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions 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 State Treasurer, or any political subdivision or agency delegated responsibilities by him pursuant to the State Statute.

2. The contractor will, in all solicitations or advertisements for employees placed by or in behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or on the basis of a disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the contractor's commitments under this specification and under rules, regulations and orders promulgated by the State Treasurer pursuant to his authority under the State Statute. The contractor shall post copies of this notice in conspicuous places available to all employees and applicants for employment.

4. The contractor will comply with all rules and regulations and orders promulgated by the Commonwealth.

5. The contractor will furnish all information and reports required by rules, regulations and orders promulgated by the State Statute or pursuant to any authority delegated by this political subdivision or agency by the State. The contractor will permit access of his books, records, and accounts by a duly appointed representative to ascertain compliance with rules, regulations and orders adopted pursuant to the State Statute and pursuant to the provision and all rules and regulations promulgated thereunder.

6. In the event of the contractor's noncompliance with this specification or of any rules, regulations, or orders promulgated by the State Statute or rules or regulations promulgated there under, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible by the State Treasurer for further public works contracts. Such other sanctions as may be adopted by the State Statute may be imposed for the aforementioned violations.

7. The contractor will include all of clauses one (1) through six (6) above in every subcontract or purchase order unless exempted by the State Statutes' regulations or orders promulgated by the State, so that all of the aforementioned clauses will be binding upon each subcontractor or vendor. The contractor will take such actions with respect to any subcontract or purchase order as the State Treasurer may direct as a means of enforcing such provisions, including sanctions for noncompliance.

8. For the purpose of this specification, the following terms shall have the following meanings:

a. "Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts for minority group members.

b. "Minority Group Members" means persons who are Negroes, Females, Spanish surnamed Americans or American Orientals.

9. I have read this supplement, which is incorporated into the bid specifications/proposal and I hereby agree to all its provisions.

Authorized Signature

Date

Revised 6/2011

PROPOSAL FORM

Proposal For: Locker Room Trailer
(Water Pollution Control Division)

To: Municipality of Penn Hills
102 Duff Road
Penn Hills, Pennsylvania 15235-3494

I/We have examined the location of or the kind of work to be done, or the material/equipment to be furnished, have examined the plans and or the specifications, scope of work, and related documents with this proposal and have satisfied myself/ourselves on all matters which relate to the work/service aforementioned, and hereby make the following proposal:

To furnish all material, labor and do all work and complete in all parts required by the specifications.

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
1	1 Unit	Locker Room Trailer as described and specified within theses specifications and scope of work	\$ _____

The Municipality reserves the right to accept or reject any or all proposals.

DATE _____, _____
(Name of Bidder)

OFFICAL ADDRESS: BY: _____

TITLE: _____

PHONE NO. _____

E-Mail _____ FAX NO. _____

SPECIFICATIONS

The vendor/contractor shall supply a Locker Room Trailer, deliver it to the 125 Sandy Creek Road, Penn Hills, PA 15147 Water Pollution Control Department Site and set it at the location and position as directed. No external plumbing or electrical hookups by the Vendor are required, the Municipality will arrange these. The site is the location of the Municipality of Penn Hills Water Pollution Control Department Offices and will be used by the Personnel of the Department for work preparation and for end of the work shift clean up. The unit is intended for long time usage at the site but may be relocated after a few years.

The following is required to supply a fully functioning locker room trailer:

- 1) Heavy duty chassis and frame, leveling jacks, electric brakes, 2-5/16" ball hitch which meets all State & Federal Department of Transportation requirements.
- 2) Maintenance free siding & roof. Insulated walls, ceiling and floor.
- 3) Non-slip waterproof floor with floor drains. Finished walls & ceiling.
- 4) Fluorescent light fixtures rated for wet locations.
- 5) Roof or side mounted heating & A/C units.
- 6) NEMA 3r electrical panel boxes.
- 7) Minimum of two duplex GFCI electrical receptacles.
- 8) Exterior lighting at entry/exit door(s), wall mounted.
- 9) Potable water connection for external plumbing.
- 10) Wastewater tank mounted under the trailer with a cleanout and sight glass with a valve, cam lock fitting and cap.
- 11) Minimum of one (1) toilet with partition and door.
- 12) Minimum of one (1) urinal or one additional toilet.
- 13) Minimum of two (2) full sized sinks.
- 14) Minimum of one (1) fully functioning full size privacy shower stall.
- 15) Dressing area with a minimum of one (1) bench.

16) Minimum of sixteen (16) full size lockers.

17) Water heater

18) Roof vents

19) Weather proofed entrance and exit doors, handles and locks.

20) Heavy duty steps with platforms and handrails. ADA Compliant.

SCOPE OF WORK

It is the intent of these specifications to award a contract for the purchase and delivery of a fully functional locker room trailer to be delivered to 125 Sandy Creek Road, Verona, PA 15147. The trailer shall be prewired and plumbed.

1. Vendor/Contractor will be responsible for delivery of the trailer to the site, spotted on the site as instructed, set up and leveled. The external connections for the potable water plumbing and electric will be done by others.
2. Specifications of the proposed trailer listing the construction and accessory details along with a drawing of the trailer layout are required to be submitted with the bid proposal.
3. The trailer must meet or exceed State and Federal codes and DOT requirements and be ADA Compliant.
4. The trailer must be delivered to the site within 120 days of the contract execution.
5. Proposal must be accompanied by a certified check drawn upon a National or State Bank and made payable without conditions to the Municipality of Penn Hills, in an amount not less than ten (10%) percent of the proposal, or a bid bond, and be delivered to the place and hour named.

SPECIAL CONDITIONS

1. Contract Work Site:

- a. The trailer is to be delivered to 125 Sandy Creek Road, Verona, PA 15147.

2. Time for Completion

The trailer must be delivered to the site within one hundred and twenty days (120) after the contract is executed.

3. Communications

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing and addressed to the Administration/Purchasing Department, Municipality of Penn Hills, 102 Duff Road, Pittsburgh, PA 15235.

4. The Municipality of Penn Hills reserves the right to reject any or all proposals.

5. Proposals are to be marked on the outside of the envelope:

"Locker Room Trailer WPCD"

GENERAL CONDITIONS

1) DEFINITIONS

- a.) The "Contract" means the Contract executed by the Municipality of Penn Hills (MPH) and the Contractor, of which these General Conditions form a part.
- b.) The term "MPH" or Municipality of Penn Hills and "Contractor" means the respective parties of the Contract.
- c.) The term "work" means the installation of equipment, materials or the providing of services and/or equipment which is contemplated in whole or in part under this Contract.
- d.) The term "Contracting Officer" means the person within the MPH's organization duly authorized by the governing body thereof to administer formalized contracts for, and in the name of, the MPH. It does not necessary mean the person executing the Contract. The MPH shall advise the Contractor as to the person or official who is designated Contracting Officer.
- e.) The term "Specifications" means the volume which includes, and the term shall include, the Instructions and Forms consisting of the Form of Invitation for Bid, Instructions to Bidders, Form of Bid, Form of Non-Collusive Affidavit, Form of Contract and, the General Specifications (consisting of the General Conditions, the Special Conditions.

2.) OTHER CONTRACTS

The MPH may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the MPH. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor. Where other contractors are employed for such additional work, it shall be the responsibility of the MPH to coordinate the work of all such contractors unless otherwise expressly provided elsewhere in this Contract.

3.) PAYMENT TO CONTRACTORS

- a.) The contractor shall render an invoice to: MUNICIPALITY OF PENN HILLS, Attention; Purchasing, within ten (10) days of the completion of the work described herein. No payment will be executed without completion of the required certifications.
- b.) The MPH will render payment to the contractor upon satisfaction of all internal fiscal management requirements.
 - 1.) The MPH will not be responsible for any delay in payment resulting from actions initiated by the separately elected Municipal Controller.

c.) Failure to execute all required documentation and provide required documentations shall be a valid cause to delay payment.

d.) The MPH will not be liable for any payment for goods and/or services not invoiced within one hundred and eighty (180) days from the completion of the work or receipt of goods described herein.

e.) The Contractor/Vendor should allow for a minimum of fifteen (15) days and up to thirty (30) days for municipal processing of properly executed invoices for payment.

1.) In the event the above time periods have elapsed and no payment has been made, the MPH will not be responsible for payment for invoices received after six (6) months from the above maximum period.

4.) CHANGES IN THE WORK

a.) The MPH may make changes in the work of the Contractor by making alterations therein, or by making additions thereto, or by omitting work there from, without invalidating the Contract, and without receiving or releasing the Contractor from any guaranty given by him pursuant to the Contract provisions, and without affecting the validity of the bond(s) and without receiving or releasing the surety or sureties of said bond(s). All such work shall be executed under the conditions of the Contract.

b.) Except in an emergency endangering life or property, no change shall be made by the Contractor unless he has received a prior written order from the MPH, countersigned by the MPH, and approved on its face by the MPH authorizing the change. Any change in the work shall be ordered and the adjustment of the Contract price shall be determined.

1.) By issuance of a Change Order providing for an agreed lump-sum adjustment or cost adjustment based on the unit price as stated on the proposal.

c.) For each Change Order issued, the Contractor shall furnish an itemized, bona fide written proposal in multiple copy form and with such supporting paper as the MPH may require.

5.) DISPUTES

a.) All disputes and all claims for alleged breach of Contract, shall within ten (10) days of commencement of dispute, be presented in writing to the Contracting Officer for decision; but in the meanwhile, the Contractor shall proceed with the work as directed.

6.) ASSIGNMENT OF CONTRACT

The Contractor's obligation and duties under this Contract shall not be assigned in whole or in part by the Contractor without the written approval of the MPH, but this shall

not prohibit the assignment of the proceeds due hereunder to a bank or financial institution nor shall this provision preclude the Contractor from subletting, as provided in this Contract, parts of the work in accordance with the general practice of the industry.

7.) MATERIALS AND WORKMANSHIP

a.) The Contractor warrants to the MPH that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Contract. Where materials, equipment, articles or workmanship are referred to in the Specifications as "equal to" any particular standard, the MPH shall decide the question of equality.

b.) Specific reference in the Specification to any article, device, product, material, fixture, form or type of construction, etc., by trade name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competitions; and the Contractor, in such cases, may at his option use any article, device, product, material, fixture, form or type of construction, etc., which in the judgment of the MPH expressed in writing, is equal to that named.

8.) INSURANCE

a.) Before commencing work, the Contractor and each of his subcontractors shall furnish the MPH with evidence showing that the following insurance is in force and will cover all operations under the Contract.

1.) Workmen's Compensation, in accordance with State Workmen's Compensation Laws.

2.) Manufacturer's and Contractor's Public Liability with bodily injury and property damage limits of not less than \$500,000./\$500,000./\$300,000.to protect the Contractor and each subcontractor against claims for personal injury or death and damage to the property of others. This shall cover the use of all equipment, hoists and vehicles on the site or sites.

b.) All insurance shall be carried with companies which are financially responsible. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the MPH.

9.) EQUAL EMPLOYMENT OPPORTUNITY

The Contractor or any of his subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or on the basis of disability.

10.) WARRANTY OF TITLE

The Contractor warrants good title to all material, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens, or charges, and agrees further that neither he nor any other person, firm, or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

11.) INTEREST OF MEMBER OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES

No member, officer, or employee of the MPH, nor member of the governing body of the locality in which the Contract work is situated, no member of the governing body in which the MPH was activated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the Contract work, shall during his tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

12.) REGISTRATION OF CONTRACTORS, COMPLIANCE WITH LOCAL ORDINANCES

a.) Ordinance No. 2081, Registration of Contractors required with Municipal Code Enforcement Department before performing any work.

b.) Ordinance No. 2003, The Contractor shall provide proof of registration with Municipal Tax Collector to verify their non-delinquent status of local taxes.

13.) PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, the Contractor agrees as follows:

Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 CFR, 35.101 et seq., the Contractor understands and agrees that no individual with a disability is to be excluded from participation in this contract or from activities provided for under this contract on the basis of the disability. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 CFR, 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 Municipality of Penn Hills through contacts with outside contractors.

The Contractor is to be responsible for and agrees to indemnify and hold harmless the Municipality of Penn Hills from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Municipality of Penn Hills as a result of the Contractor's failure to comply with the above provisions.

14.) TIE/EQUAL PROPOSALS

All proposals received at the Purchasing Office will be "stamped-in" with the date and time. In the event of a tie/equal proposal, the proposal which has the earliest "stamped-in" time will be considered for the award.

END OF GENERAL CONDITIONS

11/02