

**MUNICIPALITY OF PENN HILLS**

**QUOTE**

**FOR**

**TIME AND MATERIAL PLUMBING WORK**



**PROPOSALS TO BE RECEIVED ON OR  
BEFORE 12:00 P.M. ON MONDAY, MARCH 16, 2020**

Proposals will be opened and read aloud on Monday, March 16, 2020 at 12:00PM

Mail or Hand Deliver to:

Penn Hills Municipal Building  
c/o Plumbing Bids  
102 Duff Road  
Penn Hills, PA 15235

PROPOSAL FORM

Proposal For: Plumbing Service -- Time and Material To:

Municipality of Penn Hills  
102 Duff Road  
Pittsburgh, Pennsylvania 15235

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

BASE BID:

| <u>ITEM</u> | <u>ESTIMATED QUANTITY</u> | <u>DESCRIPTION</u>                    | <u>UNIT</u> | <u>TOTAL</u> |
|-------------|---------------------------|---------------------------------------|-------------|--------------|
| 1.          | Per Hour                  | Plumber with Tools and Test Equipment | Per Hr.     | \$ _____     |
| 2.          | Per Hour                  | Laborer with Tools and Equipment      | Per Hr.     | \$ _____     |
| 3.          | Percentage                | Markup on Material over Cost          |             | ___ ___ %    |

The Municipality reserves the right to increase or decrease the above stated quantities.

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

PERIOD OF CONTRACT: April 1, 2020 through March 31, 2021 with option to renew for one (1) additional year.

DATE: \_\_\_\_\_, 2020

\_\_\_\_\_  
(Name of Bidder)

OFFICIAL ADDRESS:

BY: \_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE NO: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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 to law or 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 and Title \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My commission expires \_\_\_\_\_, 2020

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Company: \_\_\_\_\_
2. Street Address: \_\_\_\_\_ P.O. Box \_\_\_\_\_
3. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
- Phone NO: \_\_\_\_\_ Fax: \_\_\_\_\_
- When Organized: \_\_\_\_\_
- Federal Identification 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 offered 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 execution of the contract documents? \_\_\_\_\_
10. Equipment to complete the work under this proposal: Own \_\_\_\_\_ Lease \_\_\_\_\_

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

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

## **SCOPE OF SERVICES**

Services performed under this contract will consist of but not limited to the following:

Repair or replace water faucets and valves as requested.

Unclog drains for water fountains, sinks, urinals, and water closets.

Install new fixtures, if requested to do so. Fixtures may be supplied by the Municipality.

Troubleshoot plumbing problems from time to time as requested.

Plumbing services will be used by departments of the various municipal owned buildings/grounds.

Contractor is to provide and maintain a phone number for twenty-four (24) hour emergency calls.

All contractors must be registered with the Allegheny County Health Department.

All work to be performed in a workman like manner with the current state of the art for plumbing work.

Contractor must respond within twenty-four (24) hours of call for service. Invoices must be submitted within thirty (30) days of completion of repairs.

## **SPECIAL CONDITIONS**

1. **Contract Work Sites:**

Work will be performed at locations assigned by department representatives all of which will be in the Municipality of Penn Hills.

2. **Time for Completion:**

Contractor must respond within twenty-four (24) hours of service call. All work shall be completed as soon as possible.

3. **Communications:**

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing and addressed:

Contracting Officer  
Municipality of Penn Hills  
102 Duff Road,  
Pittsburgh, PA 15235

4. **The General Conditions shall be modified as follows:**

a. **Taxes**

- i. The contractor shall comply with all ordinances of the Municipality. Contractor shall provide proof of registration with the Municipal Tax Collector. Not contract shall be awarded to a contractor/vendor who is delinquent in Municipal mercantile or business Privilege Taxes. Contractor/vendor shall file proof of same upon acceptance of contract.

Keystone Collections Group  
PO Box 489  
Irwin, PA 15642  
Phone: (724) 978-2867 or toll free (888) 328-0561 or Fax: (412) 927-3646  
keystonecollects.com

- b. The provisions of the Steel Products Procurement Act, 73, P.S. 1881 are to be considered a part of these specifications.

7. **Proposal to be marked on the outside of the envelope: "Plumbing Time & Material"**

8. **Only approved material shall be used on all work done under this contract.**

9. **The Municipality of Penn Hills reserves the right to withhold the awarding of the bids on this project for a period of sixty (60) days.**

10. **Contractor must provide proof of insurance both Liability and Workers' Compensation.**

## **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 contract 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 of 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 there under.
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.

Supplement to Bid Specifications Page 2

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.
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

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## **GENERAL CONDITIONS NON-CONSTRUCTION**

### **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 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**

- a.) 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 and certified voucher 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.

## GENERAL CONDITIONS (CONTINUED)

- 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 or municipal processing of properly executed invoices for payment.
- I.) 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 bonds(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.

## GENERAL CONDITIONS (CONTINUED)

### 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 desired.

### 6.) ASSIGNMENT OF CONTRACT

- a.) The Contractor's obligation and duties under this Contract shall not be assigned in whole 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.

## GENERAL CONDITIONS (CONTINUED)

- 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**
- a.) 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**
- a.) 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**
- a.) 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 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.

## GENERAL CONDITIONS (CONTINUED)

### 13.) PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

- a.) 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.
- b.) 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

- a.) 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