

**REMINDER TO ALL BIDDERS**

**ALL PAGES OF THIS PROPOSAL MUST BE SUBMITTED AT THE TIME OF THE BID OPENING ALONG WITH A SECOND COPY OF THE PROPOSAL. THE COPY SHOULD BE MARKED “COPY”**

**PLEASE CHECK FINAL DRAFT OF THE PROPOSAL AND MAKE SURE ALL PAGES ARE RESUBMITTED AND SIGNED BEFORE SEALING THE BID IN ITS ENVELOPE.**

**PLEASE CLIP OUT THIS PORTION, ATTACH YOUR RETURN ADDRESS MAILING LABEL AT TOP,  
AND THEN AFFIX THIS TO YOUR MAILING ENVELOPE AS AN ADDRESS LABEL – THANK YOU.**

<b>Name and Address of Bidder:</b>		
<b>Bid for</b>	<b>ELA 54-14</b>	
<b>SHOWMOBILE STAGE</b>		
<b>Dept. of</b>	<b>OFFICE OF MANAGEMENT AND BUDGET</b>	
<b>Opening Date</b>	<b>August 8</b>	<b>2014</b>
<b>All bids must be received in the Office of the City Controller no later than the prevailing date and time listed on the enclosed proposal.</b>		
<b>OFFICE OF CITY CONTROLLER</b>		
<b>FIRST FLOOR</b>		
<b>414 GRANT STREET</b>		
<b>CITY-COUNTY BLDG.</b>		
<b>PITTSBURGH, PA 15219-2468</b>		

**CITY OF PITTSBURGH EQUIPMENT LEASING AUTHORITY  
PITTSBURGH, PENNSYLVANIA  
PROPOSAL**

**ELA 54-14: SHOWMOBILE STAGE**

1. **AUTHORITY.** This Proposal is submitted to the City of Pittsburgh Equipment Leasing Authority ("Authority"). The **CITY OF PITTSBURGH** is not a party to this Proposal.

2. **BIDDER.** This Proposal is submitted to the Authority by \_\_\_\_\_ ("Bidder" – "Company Name")  
which has its principal place of business at \_\_\_\_\_

Bidder is (check one) \_\_\_\_\_ a Pennsylvania Corporation, \_\_\_\_\_ non-Pennsylvania Corporation,  
\_\_\_\_\_ Partnership, \_\_\_\_\_ Sole Proprietorship. Communications with the Bidder should be addressed to the Bidder at \_\_\_\_\_

or made to telephone number \_\_\_\_\_ FAX # \_\_\_\_\_

3. **LAST DATE AND TIME FOR SUBMISSION OF PROPOSAL.** The last date for submission of this Proposal is set forth in EXHIBIT 4 hereto. This Proposal must be submitted on or before 10:00 A.M., prevailing time, on such date.

4. **MANNER OF SUBMISSION.** This Proposal is to be submitted in a sealed envelope at the following address: **CITY OF PITTSBURGH OFFICE OF THE CITY CONTROLLER, FIRST FLOOR, CITY COUNTY BUILDING, 414 GRANT ST., PITTSBURGH, PA 15219.**

5. **EFFECTIVE DATE.** This Proposal is effective on the date and at the time of its receipt by the Office of the Controller at the principal office thereof as evidenced by the clock stamp of the Office of the Controller to be recorded hereon.

6. **DATE OF OPENING.** All Proposals for the items set forth in Exhibit 4 hereof will be opened by an officer of the Authority or his designee and by an officer of the Controller or his designee at 11:00 A.M. prevailing time, on the opening date specified in paragraph 3 of this Proposal, at the principal office of the Authority, or at such other place as may be indicated in Exhibit 4, unless all Proposals are rejected as herein-after provided. No Proposal may be withdrawn after any Proposal has been opened.

7. **INCORPORATION BY REFERENCE OF OTHER DOCUMENTS.** This Proposal incorporates by reference the following documents (1)the bid bond, which is attached hereto as EXHIBIT 1, (2)the performance bond, which is attached hereto as EXHIBIT 2, (3)the Bidder's certification as to affirmative action, which is attached hereto as EXHIBIT 3, (4) the specifications of the items as to which the Bidder makes this Proposal, coupled with certain additional terms and conditions, all of which are attached hereto as EXHIBIT 4, and (5) MBE/WBE Solicitation and Commitment Statements, which are attached as EXHIBIT B.

8. **MANNER OF COMPLETION AND FORM OF PROPOSAL.** Each and every blank space provided in this Proposal must be completed. If the information required to be provided in any blank space is not applicable to the Bidder or to the bid subject hereof, the same should be designated by inserting "Not Applicable" or "N/A", except as hereinafter provided. All proposals concerning the items set forth in Exhibit 4 must be submitted on this Proposal form, and no variant proposals will be considered by the Authority. Each Bidder must bid on every item set forth in Exhibit 4, unless Exhibit 4 expressly indicates otherwise. If Exhibit 4 permits the Bidder to bid on fewer than all the items set forth therein, the Bidder must, nonetheless, mark "No bid" for each item for which it does not wish to submit a bid. This Proposal must be typewritten or completed in ink. It must be signed by hand in ink. Printed signatures are unacceptable. It may be signed only by such representatives of the Bidder as are authorized to LEGALLY bind the Bidder. If the Bidder is a sole proprietorship or partnership, the sole proprietor or a partner must sign this Proposal. If the Bidder is a corporation, the President of the corporation must sign this Proposal, except that this requirement may be met by the signature of two (2) other authorized officers or officials of such corporation. In such latter event, the signatory or signatories certify that they are aware of the resolutions and by-laws of the Bidder and that such signature or signatures on this Proposal legally bind the Bidder.

9. **REJECTION OF PROPOSALS AND REBIDDING.** The Authority reserves the right to reject all Proposals for any reason and to solicit new proposals concerning any or all of the items set forth in accordance with law. The Authority reserves the right to reject any Proposal which is improperly completed or for violation of the terms and conditions of this Proposal and the documents incorporated hereby by reference.

10. **AWARD AND ACCEPTANCE OF PROPOSAL.** This Proposal may be accepted at any time within sixty (60) days after the date of opening described herein-above or within such other time as may be imposed or permitted by any law enacted within such sixty (60) day period. Within such period, the Bidder has no right to withdraw or modify this Proposal, even after the Authority has made an award as to some or all of the items set forth in Exhibit 4, to another Bidder or has accepted the Proposal of another Bidder. The Authority may make an award, and/or subsequently accept any proposal, as to all of the items set forth in Exhibit 4 as to which the Bidder has proposed prices or as to any single item or combination of items specified therein, unless Exhibit 4 provides that the award will be made on a lowest, total-bid basis. This Proposal does not legally bind the Authority in any way whatsoever, and the Authority shall not be liable hereon, until this Proposal has been duly executed by the Chairperson or Vice Chairperson and two (2) other officers of the Authority, and thereby accepted by the Authority. The bidder is advised that neither oral nor written advice making an award as to the items set forth in Exhibit 4, bind the Authority and should not be relied upon. The Bidder is advised that any action by the Authority with respect to this Proposal may be rescinded before execution hereof by the Authority. Acceptance of this Proposal by the Authority will be mailed or delivered to the Bidder, at the address for communications set forth hereinabove. If any Proposal is accepted, such acceptance will be made only if such proposal is properly completed and sets forth the lowest responsible bid or bids in accordance with the requirements set forth in Exhibit 4.

Bidders may include exceptions to Exhibit 4, but only to the extent that the Authority, in its sole discretion, determines that such exceptions do not constitute material changes thereto, and by submitting this Proposal the Bidder expressly waives any right to contest any such determination by the Authority.

11. **DATE, TIME AND PLACE OF DELIVERY AND ACCEPTANCE OF ITEMS.** If this Proposal is accepted by the Authority in whole or in part, the Bidder will deliver the accepted items, F.O.B. destination, as provided in Exhibit 4, on the date or dates also set forth in Exhibit 4. The items delivered must conform to Exhibit 4 or the accepted Proposal. Deliveries to be made to garages should be scheduled with the garage supervisors at least one (1) day in advance. The Chairperson of the Authority, or his designee, shall have a reasonable time in which to inspect the items so delivered, to determine if the Authority will accept them. In the event any of the items delivered by the bidder do not conform to Exhibit 4 or the accepted Proposal, the Chairperson of the Authority, or his designee, may reject the same and shall notify the Bidder to replace the same with such items as shall be acceptable to him and which shall be in accordance with Exhibit 4 or the accepted Proposal. If such satisfactory replacement is not made within a reasonable time, as determined by the Authority in its sole discretion (as to which the Bidder hereby expressly waives any right to contest), the Authority shall replace such items from other sources, and, in doing so, shall have the right to recover any price differential and administrative costs, as well as any costs incurred by the Authority in returning delivered items to the Bidder, from the Bidder who has failed to make said replacements.

12. **PRICES.** All prices submitted by the Bidder in Exhibit 4 shall be based upon the following:

- a. No taxes of any kind shall be included in any price.
- b. All transportation costs of every kind, including transit insurance, required to effectuate the delivery of the items shall be included in every price. All items shall be delivered F.O.B. destination.
- c. No discounts of any kind shall be included in any price. Discounts, if any, offered to the Authority for prompt payment shall be available for a period of not less than forty-five (45) days after acceptance by the Authority of the items. If offered, discounts must apply to the total price of items as to which the Authority accepts this Proposal, which may be fewer than the total number of items as to which the Bidder proposes prices on Exhibit 4. The size of discounts, but not the length of time therefore after forty-five (45) days, will be considered by the Authority in determining the lowest responsible bid meeting specifications. Exhibit 4 provides an opportunity for the Bidder to set forth discount terms.
- d. All prices quoted shall be firm prices without contingencies for increase. No reference to price increases is permitted. No price increases will be permitted for any reason, including inflation or scarcity. The Bidder hereby expressly waives its right to the defense of impracticability of performance or similar defenses. No separate terms, including, but not limited to, interest of any kind or in any amount, may be included for late or partial payments by the Authority.

13. **BID AND PERFORMANCE BONDS AND OTHER SECURITY.** No Proposal shall be proper and qualify for acceptance by the Authority unless it is accompanied by a bid bond in the form attached to this Proposal as Exhibit 1, unless total bid is less than \$200,000.00, (See Exhibit 4; Section 6). A successful Bidder shall promptly furnish to the Authority a performance bond in the form attached to this Proposal as Exhibit 2. All bid and performance bonds shall be in the amount as specified in Exhibit 4. However, the amount of the bid bond or the performance bond required may be reduced to an amount not less than ten (10%) percent of the total of all prices proposed by the Bidder on Exhibit 4 in the sole discretion of the Authority, if so provided in Exhibit 4 or at any time after acceptance of any proposals, in the sole discretion of the Authority. The requirements of a bid bond and a performance bond may be

substituted for by a certified or cashier's check, or an irrevocable, unconditional letter of credit, of equal amount payable to the Authority accompanying this Proposal or upon the acceptance hereof. The Authority is under no duty to invest any certified or cashier's checks and such checks delivered with respect to a bid will be returned to all unsuccessful bidders only after the expiration of sixty (60) days from the opening date of this Proposal, and will be returned to each successful bidder only after the Authority has accepted delivery of the items which said bidder has contracted to supply or upon the substitution of such certified/cashier's check or letters of credit with a performance bond meeting the requirements hereof. The Authority may, in its sole discretion, return all unsuccessful bidder's checks or letters of Credit or Bond within said sixty (60) day period.

In addition, in the event that the Bidder delivers a certified or cashier's check in lieu of the performance bond, the Bidder hereby expressly authorizes the Authority to retain such check beyond the date that the Authority has accepted delivery of all items which the Bidder has contracted to supply. This additional security shall be deemed to be a warranty bond the purpose of which shall be to secure the performance, by the Bidder, of all obligations arising from the manufacturer's warranty. The warranty bond shall remain in effect until the expiration of the manufacturer's warranty. The Authority may, however, at its sole discretion, reduce the amount of such warranty bond, reduce the duration of its effectiveness, or totally waive its requirement.

14. **DAMAGES.** The Bidder and its surety on the bid, a letter of Credit and performance bond, or the Bidder with reference to a certified check submitted in lieu of such bond or bonds, shall be liable to the extent of damages actually sustained by the Authority and caused by the Bidder's default. As used in this paragraph, "default" means any breach of the terms of conditions of this Proposal which would proximately result in (a) the Authority's purchasing such items at additional cost, which due to inflation or otherwise, and/or (b) the Authority's incurring additional administrative costs, and/or (c) the Authority's paying the Bidder more than necessary for such items due to collusion. The Bidder's responsibility to pay damages is not limited to the amount of any such financial security delivered to the Authority. The Bidder and the surety shall be liable, singly or jointly, for liquidated damages, in addition to other damages authorized in this paragraph, in the amount per day specified in Exhibit 4. It is the express intent of both the Bidder and the Authority that such liquidated damages shall represent a good faith effort to estimate, in advance, the actual damages that will ensue by a default by the Bidder and that such damages in no way represent a penalty for non-performance. In addition to the damages specified in this paragraph, and elsewhere in this Proposal, the Authority reserves the right to accept the Proposal(s) of other Bidder(s) for those items involved in the default, or to seek additional bidder(s) for the same, and to cancel, without liability to the Authority, the acceptance of the Proposal of the defaulting Bidder. Additionally, it may be considered a default, in the sole discretion of the Authority, if lawsuits, liens or claims, including, but not limited to, lawsuits involving patents or inventions, of third parties involving the items delivered have been filed against the Authority. The Bidder hereby expressly agrees to indemnify and save harmless the Authority from all such lawsuits, liens or claims, and further expressly agrees that the Authority may, in its sole discretion, retain as security for the performance of such indemnification, such amount, as the Authority solely determine to be appropriate, of any payment due the Bidder under this Proposal. If the Authority breaches this Proposal after its acceptance thereof, the Bidder hereby expressly agrees that its damages will be limited to, but may be less than, the total amount of its bid set forth in Exhibit 4.

15. **CONFLICTS OF INTEREST.** The Bidder hereby certifies that no member of the Authority or officer or employee thereof is either directly or indirectly a party to or is in any manner interested in this Proposal. The Bidder here-by acknowledges that if this Proposal is accepted in violation of the immediately preceding certification, this Proposal shall be null and void and no action may be maintained hereon against the Authority. The Bidder hereby agrees to make available to the Authority, upon request, the names of all of its partners or shareholders (to the extent reasonably practicable).

16. **LAWSUITS BY OR AGAINST THE AUTHORITY**. The Bidder hereby agrees to provide, without expense to the Authority, such evidence and information as may be in its possession or reasonably available to it as may be useful, in the judgment of the Authority, in any lawsuit filed or threatened to be filed by or against the Authority.

17. **COLLUSION**. The Bidder hereby certifies that it has not engaged in collusion of any kind concerning this Proposal.

18. **ASSIGNMENT OF ANTITRUST CLAIMS**. By submitting this Proposal to the Authority, the Bidder hereby offers to assign, sell and transfer to the Authority all rights, title and interest in and to all causes of action which the Bidder may have under the antitrust laws of the United States of America or the Commonwealth of Pennsylvania, or any other state, for price fixing, which causes of action have accrued prior to the effective date of said assignment, and which relate solely to the particular items purchased or procured by the Authority pursuant to this Proposal. Such offer of assignment shall be deemed to be accepted by the Authority upon final payment by the Authority to the Bidder for such items.

19. **SETTLEMENT OF DISPUTES**. The Bidder expressly agrees that in the event of any disagreement or controversy arising between the Authority and the Bidder, as to the interpretation of Exhibit 4 or the interpretation or proper execution of this Proposal or as to the settlement hereunder, or in the event of any disagreement as to any question or matter whatever which may arise or be in dispute under this Proposal or said Exhibit 4 or as to the terms or conditions thereof, such disagreement or controversy shall be immediately inquired into and decided by the Chairperson of the Authority, whose decision thereon, based upon the reasonable exercise of the discretion granted herein, shall be final and conclusive as to all matters in controversy.

20. **ASSIGNMENTS**. This Proposal may not be assigned by the Bidder without the prior written consent of the Authority. An assignment made without such written consent may be considered as a breach hereof, in the sole discretion of the Authority, for which, among other things, bid and performance bonds, or checks in lieu thereof, may be forfeited. Any assignment agreed to by the Authority shall not relieve the Bidder of its responsibilities under this Proposal, and the Bidder shall remain liable hereon. The Bidder agrees to terminate any assignment immediately upon notification by the Authority, and if the Bidder does not agree with the Authority as to such termination, the Bidder nonetheless agrees to accomplish such termination immediately and then to proceed with the settlement of said controversy in accordance with the terms and conditions of this Proposal. This paragraph is expressly applicable to subcontractors, as well as to assignments, and to any and all delegations by the Bidder of duties under this Proposal.

21. **APPLICABLE LAW**. This Proposal shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania in effect on the effective date hereof. With respect to matters not specified in this Proposal, the law of the Commonwealth of Pennsylvania shall govern, including, but not limited to, the Municipality Authorities Law of 1945, P. L. 382, 53 P.S. 301 et seq.

22. **CONTRACT DOCUMENTS**. This Proposal, together with all exhibits and any supplements, amendments, addenda and/or riders thereto, when accepted by the Authority, shall constitute the contract between the Bidder and the Authority. Such contract shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Proposal.

23. **SEVERABILITY.** In case any one or more of the provisions contained in this Proposal shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Proposal shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein

24. **CAPTIONS.** The captions herein are inserted only for convenience of reference and in no way define, limit or describe the scope or intent of this Proposal or any particular paragraph or section hereof, nor the proper construction hereof.

25. **MBE/WBE/VBE SOLICITATION AND COMMITMENT** - It is the Authority's current goal to encourage increased minority and women's participation in all Authority contracts. It is believed that it is reasonable to expect that within five years minority participation will constitute twenty-five percent (25%) and women's participation will constitute ten percent (10%) of the total dollar of Authority contracts. The Authority, therefore, requires that all bidders demonstrate a good faith effort to obtain the participation of Minority and Women's Business Enterprises in work to be performed under this contract. In order to demonstrate this good faith commitment, all bidders are required to complete and submit with their bids either an MBE/WBE Solicitation and Commitment Statement, which details the efforts made by the bidder to obtain such participation, or an MBE/WBE/VBE Commitment Waiver Request. Failure to submit either an MBE/WBE Solicitation and Commitment statement or an MBE/WBE/VBE Commitment Waiver Request may result in rejection of the bid. (Exhibit B)

- A. Bids must be accompanied by either an MBE/WBE /VBE Solicitation and Commitment Statement or an MBE/WBE/VBE Commitment Waiver Request.
- B. On contracts for \$25,000 or more, the performance security will be retained by the Authority at least until all work is performed under the contract and the contractor submits a final report to the Authority detailing the actual levels of MBE and WBE and VBE participation as well as explaining any failure to meet MBE / WBE / VBE goals which had been stated in the previously submitted MBE/WBE Solicitation and Commitment Statement. The report must be submitted within thirty (30) days after the Authority's request.

26. **MBE/WBE/VBE REPORT** - By entering into a contract with the Authority the bidder agrees to submit a final report, within thirty (30)days of the request, detailing the actual levels of MBE and WBE and VBE participation in the contract. Any disparity between actual participation levels and the Statement will be explained in the final report. The performance security will be retained by the Authority at least until such time as the MBE/WBE/VBE participation report is received. Failure to make a good faith effort to meet the goals stated in the MBE/WBE/VBE Solicitation and Commitment Statement may be considered a material breach of the contract resulting in debarment from participation in future contracts. By its execution hereof in the space(s) provided below, the Bidder represents and certifies that it has carefully read this Proposal, including the Exhibits attached hereto, and fully understands the meaning of the same, and hereby agrees that it will comply with all of the terms, covenants and conditions herein set forth, and further represents that the Bidder intends for the Authority to rely upon this representation and certification. The Bidder certifies by its execution hereof that this Proposal is made without any connection with any other person or entity making any other Proposal for any of the items set forth in Exhibit 4.

27. **MODIFICATION / CHANGES TO THIS BID / CONTRACT** – The parties to this contract / proposal agree that unless specifically authorized, in writing by both the Bidder and the City of Pittsburgh Equipment Leasing Authority, which does not include the City of Pittsburgh or its employees, the authority to waive, alter or enlarge this bid / contract or to make any new or substituted or different contract, representation or warranty, is specifically prohibited.

**BIDDER'S NAME:**

**ATTEST:**

(If a corporation)

\_\_\_\_\_

\_\_\_\_\_  
(Type or Print in ink name of Company bidding)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print in ink name & title of person signing)

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print in ink name & title of person signing)

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**ACCEPTANCE BY THE AUTHORITY:  
CITY OF PITTSBURGH EQUIPMENT LEASING AUTHORITY**

\_\_\_\_\_  
**Jennifer Sample, Chair**

DATE \_\_\_\_\_

\_\_\_\_\_  
**Guy Costa, Vice-Chair**

DATE \_\_\_\_\_

\_\_\_\_\_  
**William S. Urbanic, Treasurer**

DATE \_\_\_\_\_

\_\_\_\_\_  
**Bruce A. Kraus, Assistant Treasurer**

DATE \_\_\_\_\_

\_\_\_\_\_  
**Michael Huss, Secretary**

DATE \_\_\_\_\_

**Approved as to Form**

\_\_\_\_\_  
**James J. Gladys, Solicitor**

DATE \_\_\_\_\_

**EXHIBIT 1**  
**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT** \_\_\_\_\_, as principal,

and \_\_\_\_\_, as surety, are held and firmly bound unto the City of Pittsburgh Equipment Leasing Authority (the "Authority"), as Obligee in the sum of \$ \_\_\_\_\_

as a Bid Bond, to be paid to the said City of Pittsburgh Equipment Leasing Authority, its certain attorneys, successors, or assigns, to which payment, well and truly to be made, we do bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above bounden principal has filed with the City of Pittsburgh Equipment Leasing Authority, proposal(s) for the sale of certain items to said Authority to be done under and pursuant to the Acts of Assembly and Resolutions of said Authority relating thereto;

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH** that if the principal shall be awarded the proposal, the said principal will, within the time required, give a good and sufficient bond to secure the performance of the terms and conditions of the proposal, then this obligation to be void; otherwise the principal and surety will pay the Authority the difference in money between the amount of the bid of the said principal and the amount the Authority contracts with another party for delivery of the items set forth in the proposal, including all administrative costs, if the latter amount be in excess of the former.

**WITNESS** our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**ATTEST:**

\_\_\_\_\_  
(Name of Bidder – Company Name)

\_\_\_\_\_  
For Bidder

BY: \_\_\_\_\_ (SEAL)  
(Signature)

**ATTEST:**

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
For Surety Company

BY: \_\_\_\_\_ (SEAL)  
(Attorney-in-Fact)

**EXHIBIT 2**  
**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT** \_\_\_\_\_ as principal, and \_\_\_\_\_, as surety, are held and firmly bound unto the City of Pittsburgh Equipment Leasing Authority (the "Authority"), as Obligee, in the sum of \$ \_\_\_\_\_ as a Performance Bond, to be paid to the said Authority, its certain attorneys, successors or assigns, to which payment, well and truly to be made, we do bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, The above bounden principal has filed with the City of Pittsburgh Equipment Leasing Authority, proposal(s) for the sale of certain items to said Authority to be done under and pursuant to the Acts of Assembly and Resolutions of said Authority relating thereto and said proposal has been accepted by the Authority; now

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH** that if the said principal shall will and faithfully perform and fulfill in all its part the proposal made and entered into by and between the said Authority and the said principal for the sale of certain items to the Authority in accordance with the above-mentioned proposal and the principal shall indemnify and save harmless said Authority from all liens, and shall otherwise indemnify, save and hold harmless said Authority from all lawsuits, liens, charges, claims, demands, loss, costs, and damages of every kind and nature whatsoever, then this obligation shall be void; but otherwise this obligation shall remain in full force and effect.

It is further agreed that any alterations which may be made in the terms of the proposal or in the items to be furnished under it, or the giving by the said Authority of any extension of time for the performance of the contract or any other forbearance on the part of either the said Authority or the principal to the other, shall not in any way release the principal and the surety or sureties, or either of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the surety or sureties of any such alteration, extension or forbearance being hereby waived.

**WITNESS** our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**ATTEST:** \_\_\_\_\_  
(If a corporation)(Name of Bidder – Company Name)

\_\_\_\_\_  
For bidder BY: \_\_\_\_\_(SEAL)

**ATTEST:** \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
For Surety Company BY: \_\_\_\_\_(SEAL)  
(Attorney-in-Fact)

**EXHIBIT 3**

**CITY OF PITTSBURGH EQUIPMENT LEASING AUTHORITY**

**AFFIRMATIVE ACTION PARTICIPATION CERTIFICATE**

The Bidder hereby certifies that it has complied with all federal, state, and local Affirmative Action requirements applicable to its business now in effect.

**BIDDER'S NAME:**

\_\_\_\_\_  
(Type or Print in ink Company Name)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print in ink title of person signing)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Type or print in ink name & title of person signing)

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
(Signature)

**THE BIDDER IS FURTHER ENCOURAGED TO USE ITS BEST EFFORTS TO ASSURE THAT, TO THE GREATEST EXTENT FEASIBLE UNDER THE CIRCUMSTANCES, PURCHASES OF PRODUCTS AND SERVICES WILL BE MADE FROM RELIABLE, MINORITY-OWNED BUSINESSES.**

**EXHIBIT 4**  
CITY OF PITTSBURGH EQUIPMENT LEASING AUTHORITY  
SPECIFICATIONS AND BID SHEET

**ADDITIONAL TERMS AND CONDITIONS OF THE PROPOSAL**

1. The last date of submission of the Proposal is **AUGUST 8, 2014** IN THE OFFICE OF THE CITY CONTROLLER, FIRST FLOOR, CITY COUNTY BUILDING, 414 GRANT ST., PITTSBURGH, PA 15219.

BIDS WILL BE OPENED AND PUBLICLY READ AT 11:00 A.M. IN ROOM 502, DEPARTMENT OF FINANCE, CITY COUNTY BUILDING, 414 GRANT ST., PITTSBURGH, PA 15219.

2. This Exhibit cannot be submitted without carefully reading the foregoing Proposal. The paragraph captioned "Prices" therein is particularly important. An improperly completed Proposal, including this Exhibit, will be rejected.

3. Liquidated damages per day in the event of a breach by the Bidder are as follows:  
\$250.00 per day per vehicle for delivery after last specified allowable date.

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4. The destination(s) of the items hereinabove specified is (are):  
**CITY OF PITTSBURGH, AUTOMOTIVE REPAIR FACILITY II  
29 1/2 AND A.V.R.R. STREETS, PITTSBURGH, PA 15201**

5. Place of opening of the Proposal, if other than the principle office of the Authority:

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6. Mandatory Bid bond must be in the minimum amount of 10 % of all prices proposed by the Bidder if the total amount bid is in excess of \$200,000.00. Successful bidder must submit performance bond in the minimum amount of 20 % of the amount awarded within 15 days of receipt of award letter.

7. **Two (2) proposals shall be submitted (one original and one copy) complete with all brochures, drawings, pricing and any other information submitted or required.**

**BIDDER COMPLETION OF THIS EXHIBIT BEGINS HERE**

1. Discount terms, which if offered, must allow at least forty-five (45) days for payment, are \_\_\_\_\_% of the total price of items to be awarded to the Bidder (Bidder must insert zero ("0") or some percentage figure).
2. The date(s) and time(s) of the delivery or deliveries are:  
\_\_\_\_\_  
\_\_\_\_\_
3. If the specifications permit the bidding of used items, the items set forth hereinafter will be new unless herein stated:  
\_\_\_\_\_
4. Bidder must submit two (2) complete bids, one original and one copy. Please indicate which is the original and which is the copy. Bidder must complete price sheet and indicate bid compliance where indicated.

**COST OF UNITS**

**STATE BID COST OF SHOWMOBILE STAGE PER ATTACHED SPECIFICATIONS**

If any exceptions to these specifications are taken, the bid price should reflect these exceptions. The exceptions and the rationale for each exception taken should be clearly titled, "exceptions to specifications". Do not include any options in bid cost, but list the cost of all options separately in "options" section.

**APPROX**

<b><u>QUANTITY</u></b>	<b><u>DESCRIPTION OF ITEM</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL PRICE</u></b>
1	SHOWMOBILE STAGE AS PER ATTACHED SPECIFICATIONS, from Date of Award through June 30, 2015	\$_____	\$_____

**ADDITIONAL OPTIONS NOT SPECIFIED FOR ALL YEARS BID:**

**FACTORY INVOICE PLUS OR MINUS \_\_\_\_\_%**

**MAKE, MODEL OF UNIT BID:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

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

**PHONE AND FAX NUMBERS:** \_\_\_\_\_

**THE CITY OF PITTSBURGH  
EQUIPMENT LEASING AUTHORITY  
SILENCE OF SPECIFICATIONS**

The apparent silence of this specification as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. The unit herein specified shall be constructed throughout of new parts and materials which shall have seen no service other than that necessary for the factory test. The unit bid must be the latest model. All interpretations of this specification shall be made upon the basis of this statement.

Nothing in the following specifications shall be construed to restrict the bidding to any particular make of unit. Where the specifications refer to an item which is peculiar to the products of one manufacturer, a substitute will be acceptable so long as such substitute will perform in an equal manner and is specified with the bid proposal submitted for consideration.

Units will be titled and licensed by the successful bidder at the time of delivery to the City of Pittsburgh Equipment Leasing Authority.

**SERVICE AND PARTS**

Each bidder must be able to display that they have in recent times and are currently maintaining an established service center and parts depot capable of satisfying the warranty service requirements and parts requirements for the model and quantity of units bid. The bidder must be willing to submit a current parts price list covering all parts for the model of unit bid.

**APPLICABLE LAW**

The unit proposed to be furnished shall, at the time of delivery, conform in all respects with rules, regulations, and requirements of the unit code and all other laws, regulations, etc., relating to the Motor unit Code of the Commonwealth of Pennsylvania. In addition, the unit must comply at delivery with applicable City and Federal laws and regulations. All units must be delivered with the most current Pennsylvania State Inspection sticker affixed. Any bid submitted must meet the Pennsylvania Buy-American Laws and the Buy American requirements of section 1605 of the American Recovery and Reinvestment Act of 2009, to the extent applicable.

**EXCEPTIONS**

Any exception taken to the specifications listed herein must be documented and attached to the proposal submitted for consideration. Exceptions should be placed on separate letterhead paper and enumerated by page number and shall be referenced by paragraph number.

**DELIVERY AND PAYMENT**

Payment for units will be processed only after units bid have been verified as complying with specifications and accepted by the Equipment Leasing Authority.

**ALL INVOICES AFTER DELIVERY OF AWARDED EQUIPMENT MUST BE SENT TO THE EQUIPMENT LEASING AUTHORITY, ROOM 526 CITY COUNTY BUILDING, PITTSBURGH PA 15219, ATTN: CHAIRMAN.**

**TITLE**

Title to the equipment must be registered as follows:

**City of Pittsburgh  
Equipment Leasing Authority  
Room 526 City County Building  
Pittsburgh, PA 15219**

**VEHICLE REGISTRATION / LICENSE PLATES**

The successful bidder will be required to provide completed registration documents, i.e., MSO and PA MV-1 for all vehicles, and those forms are to be delivered to the City of Pittsburgh Office of Management and Budget. License plates requested for unmarked vehicles will be provided by successful vendor as well as the appropriate completion of the MV-1 indicating issuance. All other vehicles that will require "Municipal Government" (MG) plates **will not** be issued by the successful vendor but exclusively by the city of Pittsburgh.

**NOTEWORTHY FEATURES**

Please attach any applicable documentation of performance superiority or listing of noteworthy features to be considered in awarding this contract.

**BID SUMMARY**

Each bid must be accompanied by a Bid Summary which details the features of the unit bid. The Summary should use the same format as the specifications for easy comparison. All features meeting specifications, as well as those features where exceptions are taken, should be listed in the Bid Summary.

**MSDS**

The City of Pittsburgh is obligated to comply with the Pennsylvania worker and Community Right to Know and Sara Title III laws. Successful bidders must submit a material Safety Data Sheet (MSDS) for all chemicals that the City purchases from this contract. If you have training courses available concerning products contracted for under this contact by these laws, please advise the Office of Safety and Inspections at (412) 255-2492 at your earliest convenience.

The laws covering these products indicate that when purchased, the products must be properly labeled and an MSDS sent to the customer. Successful vendors are required to have an MSDS sent to the Fleet Superintendent and that one be sent to the Office of Safety and Inspections, 200 Ross Street, Pittsburgh, PA, 15219. Also, we require that the address where the products are sent and the contact number that the products are purchased from are referenced on the MSDS.

Further information concerning these laws can be obtained from:

**DEPARTMENT OF LABOR AND INDUSTRY  
RIGHT TO KNOW OFFICE  
SEVENTH & FORESTER STS.  
HARRISBURG, PA 17120  
(717) 783-2071**

In addition, the City of Pittsburgh requires all unit vendors to notify the Fleet Superintendent if the brake linings are made with asbestos.

## SHOWMOBILE STAGE SPECIFICATIONS

### **Century Industries MSM3600 “ShowMaster” 3000 Series or approved Equal.**

NOTE: Century Industries is being referenced as an example of the product and quality expectations. If bidding other than Make and Model specified, vendor must include a description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of “equal” products specified in this solicitation. The proposal must also clearly identify the item by brand name (if any), and make/model number. In addition, the proposal must include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer. It is the vendor’s responsibility to provide this information with the bid to show that alternate bid meets or exceeds the standard referenced. The decision to accept or reject an alternate bid as an approved equal will rest solely with the City of Pittsburgh Equipment Leasing Authority.

### **SPECIFICATIONS:**

36 FT long, Enclosed Stage Body

18” deep steel channel mainframe

60,000 lb. capacity pintle towing coupler

25,000 lb. capacity crank tongue jack

Triple axle suspension with six (6) high flotation tires, electric brakes

Four (4) 25,000 lb. capacity corner leveling jacks

Frame mounted level gauges

Rugged, all-weather FRP sound shell enclosure

36ft. fold-down stage deck with skid resistant surface pattern, leveling legs, 125 lb. live load capacity, hydraulic operation

Stage canopy that extends beyond main stage for maximum protection, hydraulic operation with secondary safety locks

Self-contained 12VDC hydraulic system with remote operation pendant

Curb-side frame-mounted locking compartments for hydraulic and electrical systems

Two (2) diamond plate steel stairs with enclosed risers and hand rails

Highway lighting package with DOT marker and signal lights

AC electrical system with power cable, breaker panel, receptacles, and two (2) rows of dual tube fluorescent stage lighting

Neatural medium gray stage deck color to reduce heat build-up from the sun

Neatural medium gray stage interior for reduced glare and enhanced neutral appearance

Gel-coat exterior for UV protection and vandal resistance

### **PRICE TO INCLUDE:**

Hydraulic Hitch Jack - an upgrade to the standard manual-crank hitch jack to push-button, hydraulically operated jack. Expedites disconnecting stage from tow vehicle, and assists with initial stage leveling.

Hydraulic Leveling/Support System - upgrades corner leveling jacks to push-button hydraulic actuation with four (4) corner mounted 16,000 lb. capacity (each) jacks. Each jack to have a pilot operated lock valve that hydraulically locks the jack leg position in the event of a hydraulic failure. Jacks to pivot 90 degrees for increased ground / curb clearance during towing, preventing damage to the jacks, while significantly increasing the amount of effective jack travel available to level or raise the stage.

Premium Anti-Corrosion Package Upgrade – to provide increased corrosion resistance, reduced maintenance and extended stage life. All steel frame members shall be hot-dip galvanized for maximum corrosion protection. Hardware upgrades to include anodized aluminum stage deck perimeter rail, galvanized deck hinge and stainless steel fasteners.

Premium Stair Upgrade – (upgrade to two stairs are needed) welded 1/8” and 3/16” aluminum plate stairs for lighter weight and rust-free corrosion resistance. Adjustable footpads shall be provided at the bottom of stair to accommodate uneven ground. Removable handrails shall be anodized aluminum. Forty seven inch (47”) wide stair shall have fully enclosed risers between diamond-plate aluminum treads for additional safety and ADA compliance. Stairs shall attach to movable stage sections and to all sides of the main folding stage deck. Stair clamps to be included.

Stage Deck Support Truss, 36’ - Nineteen inch (19”) deep galvanized steel to support truss and to be attached to the understructure of the fold-down stage deck, running the length of the stage deck. A linkage automatically extends the truss as the stage deck lowers, maintaining the truss position perpendicular to the ground. Truss features to include two-point leveling, allowing quick set up of a stage deck that is both level and straight. The deck truss upgrade replaces the standard multiple deck support legs.

Equipment Storage Locker -Sixty-inch (60”) storage compartment, weather-tight exterior equipment storage compartment securely anchored to the stage main frame. Compartment construction to be rust-free welded aluminum. Hinged locker door to be equipped with key locking stainless steel “D” ring hardware.

Three (3) Exterior Flood Lights - Switch controlled, 12VDC/3.2 amp operation to allow self-contained operation from the stage battery system whenever the stage is not plugged into an AC power source. Features shock absorbing weather proof housing that will not rust, dent or scratch. Light to be adjustable for aiming.

Two (2) Compartment Lights - Mounted inside stage, to provide safety lighting for working or loading during night time hours or when stage is closed. To include Multi-position switch to allow high, low, and off settings. 12VDC operation allows self-contained operation from the stage internal battery system.

Banner Hanging Hardware – to allow large promotional event banners to hang from left and right sides of canopy. Stainless steel hanging hardware is to fold for storage.

Stage Personnel Door - Double walled, welded-aluminum entrance door mounted on stage backwall with full length hinge and locking stainless steel hardware. Door to allow access to stage area from rear of stage.

Handicap Access Lift – Built-in handicapped access lift installed at the back door, to provide wheel chair accessibility from ground level to stage deck level. Lift to be hydraulically actuated and controlled by a remote pendant with a six-foot (6’) cable. Lift platform to be 45” long x 30” wide, and feature a slip-resistant surface. Lift platform to stow inside the rear door and be supplied with a gray cover. Lift capacity to be a minimum of 750 lbs.

Decorative Stage Skirt - To enclose lower perimeter of stage deck, skirt attached to stage deck and extension section perimeter rail. Boucle skirt to be 100% synthetic fiber for maximum weather, mildew, and soil resistance, and easy care and handling. Skirt to utilize hook and loop attachment and be heavily weighted at bottom to resist wind.

Electrical Stage Upgrade - Load center panel and receptacle upgrade. To increase the electric capacity of the stage to accommodate and permit the operation of more electrically powered equipment. Upgrade package to include base electrical system, main breaker with ten (10) additional circuit breakers, sixteen (16) receptacles mounted in canopy rear on two (2) circuits. d is upgraded to 50 ft of 6/4 cable.

One (1) Spare Tire

Solar Charger - To help maintain battery charge and reconditions batteries for longer service life whenever stage is exposed to sunlight.

Exterior Graphics Upgrade Package - Minimum 5-color custom graphics to include design, production and installation services, using bright, high-quality 5-year guaranteed vinyls and ink.

All transportation costs of every kind, including transit insurance, required to effectuate the delivery of the items shall be included in every price. All items shall be delivered F.O.B. destination.

**CITY OF PITTSBURGH MBE / WBE / VETERAN OWNED SOLICITATION AND COMMITMENT FORM**

SPECIFICATION NO.	DATE:	IS YOUR OWN BUSINESS ANY OF THE FOLLOWING? <input type="checkbox"/> MINORITY OWNED <input type="checkbox"/> WOMAN OWNED <input type="checkbox"/> VETERAN OWNED (CHECK ALL THAT APPLY)
COMPANY NAME:		
ADDRESS:		
CITY, STATE AND ZIP CODE:		
FAX NUMBER AND E-MAIL ADDRESS		
<b>FOR ASSISTANCE REGARDING MBE / WBE BUSINESSES, CALL THE EQUAL OPPORTUNITY REVIEW COMMISSION AT 412-255-8804. FOR ASSISTANCE REGARDING VETERAN OWNED BUSINESSES, CALL THE BUREAU OF PROCUREMENT, FLEET AND ASSET SERVICES AT 412-255-2485</b>		<b>FAILURE TO COMPLETE FORM MAY BE SUFFICIENT CAUSE FOR BID REJECTION</b>

**PLEASE LIST ALL MBE / WBE / VETERAN OWNED BUSINESSES SOLICITED FOR PARTICIPATION**

SOLICITATED COMPANY'S NAME AND ADDRESS	PHONE FAX NO E-MAIL	MBE OR WBE OR VETERAN (CHECK ALL THAT APPLY)	
1.		<input type="checkbox"/> EST \$ _____	<input type="checkbox"/> EST \$ _____
2.		<input type="checkbox"/> EST \$ _____	<input type="checkbox"/> EST \$ _____
3.		<input type="checkbox"/> EST \$ _____	<input type="checkbox"/> EST \$ _____
4.		<input type="checkbox"/> EST \$ _____	<input type="checkbox"/> EST \$ _____

MBE / WBE / VETERAN HISTORY      CONTRACT NO.      DESCRIPTION      MBE USED      WBE USED      VETERAN OWNED USED


**CITY OF PITTSBURGH MBE / WBE / VETERAN OWNED SOLICITATION AND COMMITMENT FORM – WAIVER REQUEST**

COMPANY NAME:	
ADDRESS:	
CITY AND STATE:	
TELEPHONE, FAX NUMBER, E-MAIL ADDRESS:	

**PLEASE EXPLAIN IN DETAIL WHY A WAIVER IS REQUESTED:**

CITY OF PITTSBURGH MBE / WBE / VETERAN SOLICITATION AND COMMITMENT FORMS - TRADES				
NAME AND ADDRESS	PHONE	FAX	CIRCLE: MM MF NMF VETERAN	WORK PERFORMED: _____ EST. PAYMENT: _____ PAYMENT % OF CONTRACT: _____ DATE STARTED: _____
NAME AND ADDRESS	PHONE	FAX	CIRCLE: MM MF NMF VETERAN	WORK PERFORMED: _____ EST. PAYMENT: _____ PAYMENT % OF CONTRACT: _____ DATE STARTED: _____
NAME AND ADDRESS	PHONE	FAX	CIRCLE: MM MF NMF VETERAN	WORK PERFORMED: _____ EST. PAYMENT: _____ PAYMENT % OF CONTRACT: _____ DATE STARTED: _____
NAME AND ADDRESS	PHONE	FAX	CIRCLE: MM MF NMF VETERAN	WORK PERFORMED: _____ EST. PAYMENT: _____ PAYMENT % OF CONTRACT: _____ DATE STARTED: _____

I HEREBY ATTEST THAT ALL THE ABOVE FORMS HAVE BEEN FILLED OUT TO THE BEST OF MY KNOWLEDGE AND I ACKNOWLEDGE THAT THE DOCUMENTS SUBMITTED ARE THE MBE / WBE / VETERAN PARTICIPATION PLAN AS REQUIRED BY THE CITY OF PITTSBURGH.  
(TYPE NAME AND SS NO.):

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

**CITY OF PITTSBURGH  
EQUIPMENT LEASING AUTHORITY  
No Bid Questionnaire**

<b>COMPANY NAME:</b>						
<b>ADDRESS:</b>						
<b>CITY:</b>		<b>STATE:</b>		<b>ZIP CODE:</b>		
<b>PHONE #:</b>		<b>FAX#:</b>		<b>E-MAIL ADDRESS:</b>		
Please circle the appropriate response						
<b>1) My company can not bid on this proposal due to the following reason(s):</b>						
<b>A. Can not supply commodity/services as specified.</b>		<b>Yes</b>	<input type="checkbox"/>	<i>No</i>	<input type="checkbox"/>	
<b>B. Can not hold prices firm for the specified period.</b>		<b>Yes</b>	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	
<b>C. Other (please state)</b>		<b>Yes</b>	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	
<b>2) My company chooses not bid due to the following reason(s):</b>						
<b>A. Not enough time to submit a bid</b>		<b>Yes</b>	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	
<b>B. The City does not pay in a timely manner.</b>		<b>Yes</b>	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	
<b>C. The bid process is too confusing</b>		<b>Yes</b>	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	
<b>D. Other (please state)</b>		<b>Yes</b>	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>	
<b>3) Please eliminate my company from this proposal mailing list</b>			<b>Yes</b>	<input type="checkbox"/>	<b>No</b>	<input type="checkbox"/>
<b>4) Please list any other comments you may have</b>						

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

ELA Questionnaire