

SEPTEMBER 4, 2012

SOLICITATION

FOR

UNIFORM RENTAL SERVICES

FOR THE

PUBLIC PARKING AUTHORITY OF PITTSBURGH

PARKING SERVICES DEPARTMENT

**David G. Onorato
Executive Director**

FORM OF ADVERTISEMENT

PUBLICATION DATE: September 4, 2012

1. The Public Parking Authority of Pittsburgh ("Authority") shall accept sealed bids for the performance of the work described below (the "Work") at its office at 232 Boulevard of the Allies, Pittsburgh, Pennsylvania, 15222, until 1:00 p.m. local time on Monday, September 17, 2012.
2. DESCRIPTION OF SERVICE: PROVIDE UNIFORM RENTAL SERVICES TO THE AUTHORITY FOR APPROXIMATELY 56 PARKING SERVICES DEPARTMENT EMPLOYEE INCLUDING THE FURNISHING, TAILORING, MAINTAINING, REPAIRING, DELIVERING AND PICKING UP OF SAID GARMENTS.
3. The Instructions to Bidders, including the Form of Bid, Form of Contract and General Specifications may be obtained after 3:00 p.m. local time on September 4, 2012 at the Authority's office at 232 Boulevard of the Allies, Pittsburgh, Pennsylvania, 15222 and on the Authority's website at www.pittsburghparking.com.
4. Sealed bids received prior to the deadline will be publicly opened and read at 1:00 p.m. local time on Monday, September 17, 2012.
5. The Authority reserves the right to (i) change, at any time prior to the bid deadline at 1:00 p.m. local time on Monday September 17, 2012. the Contract Documents; (ii) waive any informality in any or all submitted bids; and (iii) reject any or all submitted bids.

David G. Onorato
Executive Director

SOLICITATION

The Public Parking Authority of Pittsburgh (the "Authority") is soliciting bids ("Bids") in the form described in the Requirements for the Form of Bid attached hereto as Exhibit A ("Requirements for the Form of Bid") from firms (hereinafter referred to collectively as "Firms" or individually as a Firm") that are interested in providing Uniform Rental Services (as defined in the Contract (the "Contract") to be entered into by and between the Authority and a Firm for the provisions of Uniform Rental Services, the form of which Contract is attached as Exhibit B to this Solicitation).

Each Firm should carefully examine this Solicitation, the Requirements for the Form of Bid and the Contract. Any failure of the successful Firm to acquaint itself with the aforementioned document or all available information concerning the performance of Uniform Rental Services will not relieve it from sole responsibility for estimating properly the difficulty or cost of successfully performing Uniform Rental Services.

No oral requests will be accepted, and no oral interpretations will be given to any Firm, as to the meaning of this Solicitation, the Requirements for the Form of Bid, the Contract or any other documents or item related to this Solicitation. If a written request is received, a written interpretation will be provided to all Firms in the form of an addendum and all such addenda shall become part of the documents amended in the addenda. No written requests will be accepted after 12 Noon local time on Monday September 10, 2012. No addendum will be mailed after Wednesday, September 12, 2012.

Each Firm interested in performing **Uniform Rental Services** must submit three (3) bound copy of its Bid. Each Bid shall contain the information requested in the Requirement for the Form of Bid and be clearly marked "BID FOR PERFORMANCE OF Uniform Rental Services." A Sealed envelope containing one (1) bound copy of the Bid shall be delivered on or before 1:00 p.m. local time on Monday, September 17, 2012 to: Pittsburgh Parking Authority of Pittsburgh, 232 Boulevard of the Allies, Pittsburgh, Pennsylvania, 15222. Sealed Bids received prior to the deadline will be publicly read at 1:00 p.m. local time on Monday, September 17, 2012. Bids received after 1:00 p.m. local time on Monday, September 17, 2012 will not be considered by the Authority.

The Authority shall review each Bid and evaluate each prospective Firm. The final selection of the Firm(s) for the provision of **Uniform Rental Services** shall be based upon the following factors, all as evaluated by the Authority based upon the information in each Firm's

Bid: (i) the ability to meet the requirements set forth in the Requirements for the Form of Bid and the Contract; (ii) the Firm's qualifications to provide the **Uniform Rental Services**; (iii) prior experience providing Uniform Rental Services (including reference checks); (iv) the cost of the **Uniform Rental Services** to the Authority and (v) the completeness of the Firm's Bid. In addition, if a Firm previously has performed services for the Authority, the Authority shall consider in its evaluation the quality of the prior services performed for the Authority.

The Authority shall also consider the following in regards to the City of Pittsburgh (the "City"). Each Firm may contact the City's Department of Finance to determine whether it is registered for the Local EMT Tax and Wage Tax at (412-255-2522). No Contract will be awarded to any Firm who is from any cause in arrears to the City (other than arrears which are the subject of a good faith dispute pursuant to which the Firm has instituted appropriate legal action and has posted all necessary bonds and security) or who has failed in any former contract with the City to perform work satisfactorily, either as to the character of the work of the time consumed in its completion.

A Bid may be rejected if it shows any omission, alteration of form, additions or deductions not called for, conditional or uninvited alternate proposals or other irregularities of any kind. FAILURE OF A FIRM, FOR ANY REASON WHATSOEVER, TO SUBMIT THE INFORMATION REQUIRED BY THIS SOLICITATION OR THE REQUIREMENTS FOR THE FORM OF BID OR FAILURE TO QUALIFY AS A RESPONSIBLE FIRM IN THE SOLE JUDGMENT OF THE AUTHORITY, SHALL CONSTITUTE SUFFICIENT GROUNDS FOR REJECTION OF THE FIRM'S BID.

The Authority reserves the right to (i) change, at any time prior to the proposal deadline of 1:00 p.m. local time on Monday, September 17, 2012, the Solicitation, including the Requirements for Form of Bid, Form of Contract and the General Conditions attached to the Form of Contract as Exhibit B, and any other documents related to the Uniform Rental Services; (ii) waive any informality in any or all submitted proposals; and (iii) reject any or all submitted proposals.

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

Each bidder (“Bidder”) interested in bidding to perform the work for the Public Parking Authority (the “Authority”), generally described as: **Provide Uniform Rental Services to the Public Parking Authority of Pittsburgh for approximately fifty-six (56) Parking Services Department employees located at various parking facilities (the “Sites of Work”) including the furnishing, tailoring, maintaining, repairing, delivering and picking up of said garments**, and further described in the Plans and Specifications provided to the Bidder (the “Work”), must submit its Form of Bid (the “Bid”) to perform the Work in accordance with these Instructions to Bidders to be eligible for the award of this contract (the “Contract”).

1. **Sites Of Work:** Parking Services Department employees are based at a variety of locations throughout the Pittsburgh area. The names and addresses of the locations are as follows:

Mellon Square Garage	529-540 Smithfield Street Pittsburgh, PA 15222
Smithfield Liberty Garage	629 Smithfield Street Pittsburgh, PA 15222
Ninth & Penn Garage	136 Ninth Street Pittsburgh, PA 15222
Wood Allies Garage	228 Boulevard of the Allies Pittsburgh, PA 15222
Oliver (Lazarus) Garage	301 Firth Avenue (off Oliver) Pittsburgh, PA 15222
First Avenue Garage	600 First Avenue Pittsburgh, PA 15219
Mon Wharf Plaza Lot	Fort Pitt Boulevard Pittsburgh, PA 15219
Second Avenue Plaza Lot	Second Avenue Pittsburgh, PA 15222
Forbes Semple Garage	410 Meyran Avenue Pittsburgh, PA 15213
Shadyside Garage	714-734 Bellefonte Street Pittsburgh, PA 15232
Grant St. Transportation Center Garage	55 11 th St. Pittsburgh, PA 15222
Ft. Duquesne & 6 th St. Garage	126 Sixth St. Pittsburgh, PA 15222

2. Contract Documents.

The following contract documents (hereinafter the "Contract Documents") are provided by the Authority to the Bidders with these Instructions to Bidders and are hereby incorporated herein:

- (1) the Form of Advertisement;
- (2) these Instructions to Bidders
- (3) the Form of Bid;
- (4) the Performance Bond;
- (5) any Addenda issued prior to the execution of the Form of Contract
- (6) the Form of Contract;
- (7) the Special Conditions, if any;
- (8) the Minority Participation Forms;
- (9) the General Specifications;

The Bidder must review the Contract Documents to ensure that the Bidder fully understands and can comply with the rights and duties described therein.

3. Defined Terms.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Form of Agreement and General Conditions and are incorporated herein and made a part hereof.

4. Receipt of Bids.

The Authority will receive sealed and separate Bids at its office at 232 Boulevard of the Allies, Pittsburgh, Pennsylvania, 15222, until 1:00 p.m. local time on Monday, September 17, 2012. Each Bid shall be delivered to the Authority in a blank opaque sealed envelope marked with the name of the project and appropriate contract number. Bids received after 1:00 p.m. local time on Monday, September 17, 2012 will not be considered by the Authority.

5. Qualifications of Bidders.

The Authority shall review each Bid and evaluate each prospective Bidder. The final Selection of the Bidder for the performance of the Work shall be based upon the following factors: (i) the ability to meet the requirements set forth in the Contract Documents; (ii) the cost of the Work and quality of the garment submitted to the Authority; and (iii) the completeness of the Bidder's Bid. In addition, if a Bidder has previously performed uniform services work for the Authority, the Authority shall consider in its evaluation the quality of the prior work, including, without limitation, the ultimate cost to the Authority of the prior work.

The Authority shall also consider the following with regard to the City of Pittsburgh (the "City"). Each Firm may contact the City's Department of Finance at 412-255-2522 to determine whether it is registered for the Local EMT Tax and Wage Tax. No contract will be awarded to any Bidder, who is from any cause, in arrears to the City (other than arrears which are the subject of a good faith dispute pursuant to which the Bidder has instituted appropriate legal action and has posted all necessary bonds and security) or who has failed in any former contract with the City to perform work satisfactorily, either as to the character of the work or the time consumed in its completion.

FAILURE OF A BIDDER, FOR ANY REASON WHATSOEVER, TO SUBMIT THE INFORMATION REQUIRED BY THESE INSTRUCTIONS OR A DULY SIGNED FORM OF BID (INCLUDING WITHOUT LIMITATION THE MBE/WBE FORMS), OR FAILURE TO QUALIFY AS A RESPONSIBLE BIDDER IN THE SOLE JUDGEMENT OF THE AUTHORITY, SHALL CONSTITUTE SUFFICIENT GROUNDS FOR REJECTION, OF THE BIDDER'S BID.

6. Inspections Of Site, Premises, and Contract Documents.

- (1) It is crucial that Bidders visit the Work Sites and fully inform itself as to the location, performance, completion and cost of the Work. Each Bidder is invited to tour the Work Sites at any time the Work Sites are open to the public. In addition, each Bidder should carefully examine the Contract Documents.
- (2) Any failure of the successful Bidder to acquaint itself with all available information concerning the Work, the Work Sites or the Contract Documents will not relieve it from sole responsibility for estimating properly the difficulty or cost of successfully performing the Work.

7. Addendum.

- (1) No oral requests will be accepted, and no oral interpretations will be given to any Bidder, as to the meaning of the Contract Documents. If a written request is received, a written interpretation will be mailed and/or faxed to all Bidders in the form of an addendum and all such addenda shall become part of the Contract Documents. No written requests will be accepted after 12:00 p.m. local time on Monday, September 10, 2012. No addendum will be made after five (5) days before Bids are due. **No change to or clarification of the Contract Documents shall be effective unless in writing and sent to all Bidders via mail and/or fax.**
- (2) Each Bidder shall acknowledge the receipt of each addendum as set forth in the Form of Bid. **Failure to acknowledge receipt of an addendum may disqualify the Bidder from consideration.**

8. Errors Or Omissions.

8. Errors Or Omissions.

Should a Bidder find errors in, or omissions from the Specifications and/or Plans, or have doubt as to their meaning, it should, before submitting a Bid, notify the Authority. Should a Bidder fail to give such notice, it shall, if awarded the Contract, be responsible for the results of such errors or omissions and the cost of rectifying same.

9. Bonds Required.

- (1) The Bidder to whom the Contract is awarded shall, within ten (10) days after the award, furnish a surety performance bond (the "Performance Bond"), in the amount of one hundred percent (100%) of the Contract Price and in form satisfactory to the Authority, guaranteeing security for the faithful performance of all covenants and agreements contained in the Contract.

10. Bids.

- (1) Each Bid shall be delivered to the Authority in blank opaque sealed envelopes marked with the name of the project and appropriate contract number.
- (2) Bids will be publicly opened and read at 1:00 p.m. local time on Monday September 17, 2012.
- (3) All Bids shall conform strictly with all requirements set forth in these Instructions to Bidders, including, without limitation, the Form of Bid.

11. Irregular Bids.

A Bid may be rejected if it shows any omission, alteration of form, additions or deductions not called for, conditional or uninvited alternate bids or proposals, or other irregularities of any kind.

12. Withdrawal Of Bids.

No Bidder may withdraw its Bid for a period of sixty (60) days after the date set for the opening of Bids.

13. Award Of Contract.

- (1) The Authority reserves the right to (i) change, at any time prior to the Bid deadline of 1:00 p.m. local time on Monday, September 17, 2012. The Contract Documents; (ii) waive any informality in any or all submitted Bids; and (iii) reject all submitted Bids.

- (2) If any award is made by the Authority, it will be to the lowest responsible Bidder, within sixty (60) days from the date of the opening of Bids, unless this time is extended by the written consent of the lowest Bidder.

14. Execution Of Contract.

The Bidder to whom the Contract is awarded shall properly execute and deliver the Form of Contract and all other items required thereunder to be delivered within ten (10) days after notice of the award is sent to such Bidder. No Bids or awards shall be binding upon the Authority unless and until the Form of Contract is properly executed.

15. Failure To Provide Information, Etc. Or Execute Contract.

If the Bidder to whom the Contract is awarded fails to give or complete, as the case may be, any or all bonds, forms, documents, insurance or information within the time stipulated or requested by the Authority, the amount of its Bid Bond shall be forfeited to the Authority, not as a penalty, but as liquidated damages, and the Authority shall have the right to award the Contract to the next lowest responsible bidder.

EXHIBIT A

(Form of Bid)

FORM OF BID

Contract: Uniform Rental Services

Contract No: PS2012

PUBLIC PARKING AUTHORITY OF PITTSBURGH

1. The undersigned, on behalf of _____ (the "Bidder"), hereby certifies that the Bidder has carefully examined all available information relating to the work, generally described as: **Provide Uniform Rental Services to the Public Parking Authority of Pittsburgh for approximately fifty-six (56) Parking Services Department employees located at various parking facilities (the "Sites of Work") including the furnishing, tailoring, maintaining, repairing, delivering and picking up of said garments**, and further described in the General Specifications provided to the Bidder (the "Work"), and the Bidder has fully examined the Contract Documents (as detailed in Section 2 of the Instructions to Bidders), which the successful Bidder shall enter into with the Public Parking Authority of Pittsburgh (the "Authority") for the performance of and payment for the Work.

2. Bidder by submitting this Form of Bid (the "Bid"), offers and agrees to provide all labor, equipment, materials, services, and anything else necessary to fully perform the Work to the satisfaction of the Authority representatives, including, without limitation, the furnishing of the Performance Bond (as defined in the Instructions to Bidders), for the following amount (such amount is referred to herein as the "Base Bid"):

LINE ITEMS

<u>Item No.</u>	<u>Garment Description and Written Price</u>	<u>Material</u>	<u>Color</u>	<u>Price In Figures</u>
1A.	Six (6) Shirts - Button Down Available in Big & Tall Sizes	65/35 Poly Cotton Left Breast Pocket PPAP Logo Sewn Above Left Pocket Nametag Insert Holes Right Side	Light Blue	\$ _____
	<u>Unit Price per Person per Week:</u>			
	_____ Dollars, and			
	_____ Cents			
1B.	Five (5) Pair Pants Men's & Women's sizes	65/35 Poly Cotton Twill Four (4) Pockets and Belt Loops	Navy Blue	\$ _____
	<u>Unit Price per Person per Week:</u>			
	_____ Dollars, and			
	_____ Cents			
1C.	One (1) Three Season Jacket/Parka With Zip-Out Liner	Weather/Water Resistant Three Quarter Length/Parka Two (2) Outer Breast Pockets One (1) Inner Chest Pocket PPAP Logo Sewn Above Outer Left Pocket Cold to freezing Temps	Navy Blue	\$ _____
	<u>Unit Price per Person per Week:</u>			
	_____ Dollars, and			
	_____ Cents			

3. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Form of Agreement and General Conditions and are incorporated herein and made a part hereof.

4. Bidder understands and agrees that the Authority reserves the right to determine whether it shall contract for all or a portion of the Work or any one or more alternates described in the Plans and Specifications and, pursuant to such determination, to award the Contract on the basis of the Base Bid alone or on the basis of the Base Bid and any combination of alternate bids.

5. The undersigned hereby certifies that Bidder is the only person(s) interested in this Bid as principal, and that the Bid is made without collusion with any person, firm or corporation.

6. The undersigned hereby certifies that enclosed is a completed experience questionnaire (the form of which is attached as Schedule 1 to this Bid) and the most current financial statement of the Bidder. The undersigned further certifies that the information contained in the Bidder's experience questionnaire and financial statement is true and correct. The undersigned agrees that, in the event the Authority requests additional information, the Bidder shall supply such information when and as requested by the Authority. The undersigned further understands that failure to submit such information when and as requested by the Authority may disqualify the Bidder from consideration to perform the Work.

7.

(a) The undersigned states on the Bidder's behalf and on behalf of any subcontractors used to complete the Work:

- (1) that applicants for employment are hired without regard to their race, color, religion, gender, ancestry, national origin, place of birth, disability, age or sexual orientation;
- (2) that employees are treated without regard to their race, color, religion, gender, ancestry, national origin, place of birth, disability, age or sexual orientation;
- (3) that the No Discrimination provisions in Section 28 of the General Conditions shall be strictly adhered to; and
- (4) the Bidder proposes to attempt to provide that there will be minority group representation in all trades and in all phases of their operations in accordance with the applicable provisions of the Form of Agreement.

(Bidders are invited to consult with the Mayor's Commission on Human Relations, Contract Compliance Division, for information, advice and assistance in the preparation of their Bid.)

(b) The undersigned understands and agrees that the Mayor's Commission on Human Relations, or its representative may direct that any Bidder shall submit, as part of its Bid, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency

referring workers or providing or supervising apprenticeship or other training, with which the Bidder, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, gender, ancestry, national origin or place of birth, and that the signer will cooperate affirmatively in the implementation of the policy and provisions of the Contract in accordance with the purposes and provisions of the Contract. In the event that the union, or the agency, shall refuse to execute such a statement, the Bidder shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Mayor's Commission on Human Relations may require.

(c) The undersigned understands and agrees that the Contract will not be awarded to any corporation, firm or individual which has failed to perform satisfactorily any prior undertaking to insure minority group representation as required by the Mayor's Commission on Human Relations or which has not satisfied the Mayor's Commission on Human Relations that it has established and will carry out personnel and employment policies in compliance with the provisions of the Contract.

(d) The following forms / documents, which are attached as Schedule 2, and are hereby incorporated, are submitted as part of this Bid:

- (1) Certificate of MBE/WBE Participation.
- (2) Subcontractor Solicitation Statement.
- (3) Bidder's Previous MBE/WBE Participation History Form.
- (4) Minority and Women Business Commitment Statement.

Further information on Minority and Women Business Enterprises may be obtained from the City of Pittsburgh Office of Business Employment Opportunities (OBEO).

8. The undersigned hereby certifies that the Bidder is / is not [circle one] a Minority Business Enterprise ("MBE") or a Women's Business Enterprise ("WBE"). Bidder is certified as a _____ [state whether an MBE or WBE or NA if not an MBE or WBE] by _____ [insert name of certifying agency].

9. The undersigned agrees that if awarded the Contract, within ten (10) days after notice of the award, it shall furnish to the Authority: (1) Certificates of insurance evidencing that the insurance required under Section 22 of the General Specifications has been obtained.

10. If awarded the Contract, the undersigned agrees to execute and deliver the Form of Contract and complete the Work or provide the materials, equipment or items under the Contract in accordance with the time schedule set forth in the Contract, with respective work or provision of materials, equipment or items to commence only after Contract is signed and notification is received from the Authority to proceed with the same.

11. If awarded the Contract, the undersigned agrees to commence the Work within ten (10) days of notification by the Authority to do so and complete the Work in the Form of Contract.

12. (The following is to be completed only if addenda are issued):

The undersigned acknowledges receipt of the addenda hereinafter listed and agrees that the said addenda shall become a part of the Contract. (List below the number and the issuing dates of each addenda received).

_____	Date _____
_____	Date _____
_____	Date _____

13. The undersigned hereby certifies that the Bidder has taken all necessary action, whether a person, corporation or other entity, required for due authorization, execution and delivery of this Bid, Bidder is qualified to do business in the Commonwealth of Pennsylvania and that Bidder is legally bound to comply with the terms and conditions of this Bid if awarded the Contract.

Name of Bidder

By: _____
Signature of Authorized Officer, Partner
or Individual (as applicable)

Print Name of Person Signing

Title of Authorized Officer or Partner
(if applicable)

Bidder's City of Pittsburgh
Tax I.D. Number

Bidder's MBE/WBE Certification
Number (if applicable)

Schedule 1

Experience Questionnaire

Bidders' Name _____

Primary Contact
Person's Name _____

Phone No. _____

No. Years
in Business _____

Aggregate Amount (In Dollars)
of Work Completed Within Last Twelve Months \$ _____

Bonding Company
(include address) _____

Phone No. _____

Bonding Limit \$ _____

List Three Current Account References

1. _____

Phone No. _____

2. _____

Phone No. _____

3. _____

Phone No. _____

List the Most Recent Three Accounts Awarded to Bidder:

1. Account Name:	Name, Address and Phone No. of Owner
_____	_____
Contract Amount: _____	_____
Date Account Awarded: _____	_____
Description of Account:	

2. Account Name:	Name, Address and Phone No. of Owner
_____	_____
Contract Amount: _____	_____
Date Account Awarded: _____	_____
Description of Account:	

3. Account Name:	Name, Address and Phone No. of Owner
_____	_____
Contract Amount: _____	_____
Date Account Awarded: _____	_____
Description of Account:	

Schedule 2

MBE/WBE Forms

(see attached)

MBE/WBE COMMITMENT

It is recognized that the current business pools in the City of Pittsburgh (“City”) for many of the services, supplies and equipment that the Authority contracts for do not include representative percentages of minorities or females. The Authority wishes to encourage minority and female participation in all business pools through the use of Minority Business Enterprises (“MBEs”) and Women Business Enterprises (“WBE”) (as those terms are defined by the City’s Office of Business and Employment Opportunities as of the date of the Solicitation.) The goal for MBE participation is 25% and WBE participation is 10%, of the dollar volume, in Authority awarded contracts. A Firm may reach this goal through the use of MBE or WBE suppliers or subcontractors. If a Firm is unable to meet the goal discussed above, the Authority will recognize MBE’s and WBE’s contracted with a Firm’s Sub Contractor. The Authority will also recognize amounts paid to minority and female employees who are employed by a Firm and/or minority and female employees of a Firm’s Sub-Contractor. The relevant standard by which the Authority will review a Firm’s efforts to reach this goal will be the number of MBEs, WBEs and the proportionate amount of the business such entities perform, the number of the Firm’s employees and minority and female employees, and the reason why the Firm chose the subcontractors, supplies and employee it did. The Authority, with the help of the City’s Office of Business and Employment Opportunities, intends to monitor Firm’s Solicitation and selection efforts closely, including revising these practices and procedures from time to time as conditions warrant.

CERTIFICATE OF MBE/WBE BUSINESS PARTICIPATION

The undersigned ("Bidder") certifies that it understands and agrees to the requirement that Minority and Women Business Enterprises' participate in every contract awarded by the Public Parking Authority of Pittsburgh ("Authority") and the goal of the Authority is that Minority Business Enterprise participation be equal to a minimum of twenty-five (25%) percent and Women Business Enterprise participation be equal to a minimum of ten (10%) percent of the dollar volume of any contract awarded by the Authority.

Failure of Firm to comply with these conditions or failure to sign and submit this Certificate with the Firm's Bid shall disqualify the Bid.

Name of Firm _____

By (Signed) _____

Title _____

Date _____

Project: Uniform Rental Services

Department: Parking Services

PUBLIC PARKING AUTHORITY OF PITTSBURGH

MINORITY AND WOMEN BUSINESS COMMITMENT STATEMENT

PROJECT: Uniform Rental Services

Department: Parking Services

BIDDER MAY UTILIZE THE SERVICES OF SUBCONTRACTOR(S) AND/OR SUPPLIER(S) FOR THE FOLLOWING CATEGORIES:

	<u>Total Estimated Subcontractor(s)</u>	<u>MBE Estimated Dollar Amount</u>	<u>WBE Estimated Dollar Amount</u>
(Identify by name, Certification Number and Certifying Agency)			

	<u>Total Estimated Dollar Amount</u>	<u>MBE Estimated Dollar Amount</u>	<u>WBE Estimated Dollar Amount</u>
Supplier(s) (Identify by name, Certification Number and Certifying Agency)			

BIDDER SHALL PROVIDE EMPLOYMENT FOR THE WORK AS FOLLOWS:

Estimated Compensation All Employees

Estimated Compensation Minority and Women Employees

I, the undersigned do hereby certify that this form contains no misrepresentations or falsifications, omissions or concealment of material fact, and that the information given by me is true and complete to the best of my knowledge and belief. I am aware that all information on this form is subject to investigation.

Bidder Name _____

By (Signed) _____

Title _____

Date _____

MBE/WBE COMMITMENT STATEMENT

Additional Information

The Bidder wishes to present the following as additional and supplemental information to its MBE/WBE Solicitation and Commitment Statement:

Prepared by: _____ Title: _____ Telephone: _____

Form of Contract

(see attached)

FORM OF CONTRACT

THIS CONTRACT IS MADE as of the _____ day of _____, 2012, by and between the PUBLIC PARKING AUTHORITY OF PITTSBURGH, (hereinafter “Authority”) with offices at 232 Boulevard of the Allies, Pittsburgh, PA 15222, and _____, (hereinafter “Vendor”) with offices at _____.

WITNESSETH:

WHEREAS, the Authority solicited proposals from firms for the provision of Uniform Rental Services (hereinafter defined); and

WHEREAS, the Vendor submitted to the Authority a Bid for Provision of Uniform Rental Services (the “Bid”); and

WHEREAS, the Authority awarded this Contract to Vendor based upon its Bid; and

WHEREAS, Vendor desire to enter into this Contract to set forth the terms and conditions under which the Vendor shall provide Uniform Rental Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and intending to be legally bound hereby, the parties hereto covenant and agree follows:

1. Definition of Uniform Rental Services. The term Uniform Rental Services, as used in this Contract shall mean the Vendor’s performance of: Provide Uniform Rental Services to the Public Parking Authority of Pittsburgh for approximately fifty-six (56) Parking Services Department employees located at various parking facilities (the “Sites of Work”) including the furnishing, tailoring, maintaining, repairing, delivering and picking up of said garments, and further described in the General Specifications.

2. Definitions of Contract : The term “Contract Documents” means the documents listed below:
 - the SOLICITATION
 - the Bid;
 - the CERTIFICATE OF MBE/WBE BUSINESS PARTICIPATION and MBE/WBE Forms
 - this Contract;
 - any addenda issued prior to the execution of this Agreement;
 - the following modifications to the Contract issued after execution of this

Agreement: (i) a written amendment to the Agreement signed by both Parties, and

- the GENERAL SPECIFICATIONS

3. Term of the Contract: The term of this Contract shall commence on _____ and shall terminate three (3) years later on _____ or the date upon which Vendor has completed to the satisfaction of the Authority all projects requested by the Authority prior to _____. The Authority shall have the option to renew this Contract for one (1) additional year two times by giving the Vendor written notice of extension no later than thirty (30) days prior to the expiration date. Such renewal shall be on the same terms and conditions as contained herein. In the event the Authority does not elect to renew this Contract, the Authority may extend the term of this Contract for a period not to exceed sixty (60) days if this Contract would otherwise expire by its terms before the Authority is able to award a new **Uniform Rental Services** contract.
4. Bond. Vendor, throughout the term of the Contract, shall furnish a surety performance bond (the "Performance Bond"), in the amount of one hundred percent (100%) of the contract price and in form satisfactory to the Authority, guaranteeing security for the faithful performance of all covenants and agreement contained in the Contract. Vendor shall file Lien Waivers in places designated by the Authority and otherwise in form and substance acceptable to the Authority prior to commencing any work on a Project.
5. Performance of Uniform Rental Services. The Scope of Services to be provided is as set forth by this Agreement which is incorporated by reference herein.
 - a. The Vendor shall be responsible for the professional quality, technical skill, and timely completion of all Services furnished by the Vendor under this Agreement.
 - b. The Authority will cooperate with the Vendor in the performance by the Vendor of the Services hereunder, including, without limitation, providing the Vendor with timely access to data, information, facilities and personnel of the Authority. The Authority will be responsible for the performance of its employees and agents.
 - c. The relationship of the Vendor to the Authority will be that of an independent Vendor. No employer/employee relationships shall be deemed to be established and the Vendor, its agents, subVendors, and employees shall be independent Vendors at all times. Neither party will act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create an obligation on behalf of, or in the name of, the other.
 - d. The Vendor designates _____, as its Contract Manager. The Contract Manager is authorized to act on behalf of the Vendor with respect to performance of Services for the Authority in accordance with the Agreement. If Contract changes its Contract Manager, the Vendor shall designate a new representative suitable to the Authority.

6. Contract Price: The Authority shall pay Vendor in immediately available funds for the execution, performance and completion of **Uniform Rental Services** performed to the satisfaction of the Authority in accordance with the prices set forth in the Fee Proposal attached hereto as Exhibit A and made a part hereof and the payment requirements set forth in the General conditions attached as Exhibit B and made a part hereof.
7. Payment: Payment for **Uniform Rental Services** shall be made to Vendor in accordance with the applicable provisions of the General Specifications attached to this Contract as Exhibit B and made part hereof.
8. Termination: In the event the Vendor (i) fails to provide **Uniform Rental Services** as described in the Contract Documents; (ii) breaches any of the terms, provisions or conditions contained in this Contract; or (iii) breaches any of the terms' provisions or conditions contained in any other contract by and between the Vendor and the Authority, the Authority shall be entitled to terminate this Contract by giving written notice thereof to the Vendor. The notice of termination shall state the effective date of such termination. Failure to meet the terms set forth in Section 4 will result in immediate termination.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written.

Vendor

ATTEST:

By: _____

by: _____

Title

Title

Public Parking Authority of Pittsburgh

ATTEST:

By: _____
Christopher Speers

By: _____
David G. Onorato

Director of Parking Services

Executive Director

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal, and _____

_____, as Surety, are held and firmly bound unto the Public Parking Authority of Pittsburgh

(the "Authority"), its attorney, successors or assigns, in the sum of _____

(\$ _____) Dollars, lawful money of the United States, for the payment of which

we bind ourselves, our legal representatives, heirs, successors and assigns, jointly and severally,

firmly by these presents.

WHEREAS, the Principal has entered into a Contract with the Authority dated _____

_____, 2012, for the _____

_____, (herein called the "Contract"), which Contract, together with all related contract

documents (the "Contract Documents"), shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall

faithfully perform and keep all undertakings agreed by it to be performed and kept at the time and in

the manner provided in the Contract and related contract Documents, as the same may be from time

to time amended or altered, and shall indemnify and save harmless the Authority, its officers, agents

and employees from any and all cost, damage, liens or demands by reasons of the Principal's failure

to perform and keep its undertakings under the Contract, or by reason of the manner in which such

undertakings are performed or kept, then this obligation shall be null and void; otherwise it shall

remain in full force and effect.

It is further agreed that any change, extension of time, alteration or addition to the terms of the Contract or Contract Documents or to the work to be performed or materials to be furnished thereunder and any forbearance by the Authority or the Principal to the other shall not in any way release the Principal or the Surety, or either of them, from their liability hereunder. The Surety does hereby waive notice of any such change, extension, alteration, addition or forbearance.

Whenever the Principal shall be, and declared by the Authority to be in default under the Contract, the Authority having performed its obligations thereunder, the Surety shall: (i) promptly remedy the default; provided however that Surety shall not utilize Principal for such remedy without the approval of the Authority, which approval shall not be unreasonably withheld; (ii) promptly complete the Contract in accordance with its terms and conditions; provided, however, that Surety shall not utilize Principal to complete the Contract without the approval of the Authority, which approval shall not be unreasonably withheld; or (iii) promptly obtain a bid or bids for completing the work under the Contract in accordance with its terms and conditions and, upon determination of the Surety and Authority jointly of the lowest responsible bidder, make available as work progresses (even though there should be a default or a succession of default under the Contract or any contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion of the work under the Contract less the balance of the Contract Price (as defined in the Contract); provided, however, such funds shall not exceed the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph, shall mean the Contract Price less amounts properly paid by the Authority to the Principal.

It is further agreed that in case of default in and/or any action arising out of rights and liabilities secured by this obligation, any party hereto or any person claiming by or through either may use the purpose of establishing his, its or their claim a copy of this obligation certified by the Authority and the action or actions, if any, arising on the within obligation, shall not be a bar to any subsequent action that may arise through any liability incurred in any other action therein and based upon any other part of this obligation. This Bond shall not be amended or modified by the parties hereto without the prior written consent of the Authority.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this instrument this _____ day of _____ 2012, and these presents have been duly signed by their undersigned representatives, pursuant to the authority of their governing bodies.

(INDIVIDUAL PRINCIPAL SIGN HERE)

WITNESS:

(Individual Principal)

(CORPORATE PRINCIPAL SIGN HERE)

ATTEST:

(Corporate Principal)

(Business Address)

By _____

(Title)

(Title)

(SURETY SIGN HERE)

ATTEST:

(Corporate Surety)

(Business Address)

By _____

(Title)

(Title)

The rate of premium on this Bond is _____ per thousand, total amount of premium charge, \$_____.

(The above must be filled in by corporate surety).

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EXHIBIT B
(TO FORM OF CONTRACT)

GENERAL SPECIFICATIONS TO UNIFORM RENTAL SERVICES CONTRACT

1. **Definitions.**

(a) Capitalized terms, unless otherwise defined in these General Specifications, shall have the meaning set forth in the Contract (the "Contract") by and between the Authority and Vendor to which these General Specifications are attached as Exhibit B.

(b) The term "Contract Documents" means the Solicitation dated _____ (the "Solicitation") issued by the Authority for the **Uniform Rental Services**, the Contract, these General Specifications, the Requirements for the Form of Bid attached as Exhibit A to the Solicitation, the Certificate of Bid submitted by the Vendor with its Bid submitted to the Authority in response to the Solicitation in connection with a Contract.

2. **Contract Specifications.**

The Contract Specifications form the contract, and they are as fully a part of the Contract as if therein attached or therein repeated. The intent of the Contract Specifications is to require everything necessary for the proper execution and completion of **Uniform Rental Services**, except where specific exceptions are stated.

3. **General.**

The intent of this specification is to obtain a Uniform Rental Service which shall satisfy the Authority's requirements. Under this contract the Supplier shall furnish uniforms. All uniform alterations required at the start of the Contract, and any alterations or repairs required during the term of the Contract, shall be made by the Vendor at no additional cost to the Authority.

4. **Quantity**

The Authority makes no guarantee as to the quantity of uniforms to be supplied under this contract. Number of uniforms required may vary due to an increase or reduction in staffing. The following quantities required at the start of the Contract are approximate:

<u>Item No.</u>	<u>Uniform Description</u>	<u>Est. # of Employees</u>	<u>Quantity/ Employee</u>	<u>Estimated Quantity</u>
1A.	Poly/Cotton Shirt Light Blue	56	6	336
1B.	Poly/Cotton Twill Pants Navy Blue	56	5	280
1C.	Seasonal Jacket/Parka w/ Zip Out Liner or Inside Jacket Navy Blue	56	1	56
1D.	Poly/Cotton Cargo Shorts Navy Blue	56	2	112

5. Uniform Material

Uniforms supplied under this Contract shall have the following features and Specifications:

<u>Item No.</u>	<u>Garment Description</u>	<u>Material</u>	<u>Color</u>
1A.	Shirt - Button Down (Big/Tall Sizes (Mens & Women) (Must Be Available)	65/35 Poly Cotton -Left Breast Pocket -PPAP Logo Sewn Above Left Pocket -Nametag Insert Holes Right Side	Light Blue
1B.	Pants	65/35 Poly Cotton Twill -Four (4) Pockets and Belt Loops	Navy Blue
1C.	Seasonal Jacket/Parka w/ Zip Out Liner or Inside Jacket	Weather/Water Resistant For Cold to Freezing Temp. -Two (2) Outer Breast Pockets -One (1) Inner Chest Pocket -PPAP Logo Sewn Above Left Pocket	Navy Blue
1D.	Cargo Shorts	65/35 Poly/Cotton -With Pockets & Belt Loops	Navy Blue

6. Uniform Measuring, Fitting & Alterations

a) Measuring & Fitting

The Vendor shall be responsible for measuring all Authority aforementioned employees requiring uniforms. Vendor shall make arrangements, to measure all Authority employees requiring uniforms, within ten (10) days following Authority's Board of Directors meeting announcing award of this contract. Due to shift work, vacations and other inconveniences, all Authority employees requiring uniforms will not be available for uniform measurements at any one (1) time. It will be the Vendors responsibility to schedule additional dates/times for uniform measurements. As necessary it will be the Vendors responsibility to ensure that each Authority employee requiring uniforms receives the proper fit for his or her uniform.

b) Female Employees

The Authority has a number of women employees who require uniforms. The Vendor shall ensure that the uniforms provided for the Authority's female employees will be tailored specifically for women.

c) Alterations

The Vendor shall be responsible for making any uniform alterations, during the life of the contract, whenever there is a change required due to an employee's weight loss or gain. The Vendor shall furnish an adequate number of alteration slips/cards, in the vicinity of the Uniform Locker Room(s), so that employees can notify the Vendor of any necessary alterations.

d) Sleeve Length

Shirts provided under this contract shall be either long or short sleeve length, a decision that is up to the discretion of each employee wearing uniforms. (Most employees choose a combination of both long and short shirtsleeve lengths). Sleeve length will be determined at time of initial measuring.

7. Uniform Tracking System

a) Electronic Uniform Tracking System

Under this contract the Supplier shall have in place an Electronic Uniform Tracking System that identifies and tracks each garment from pick-up through delivery. The

Electronic Uniform Tracking System shall have the ability to provide the Authority with a weekly receipt of garments picked up and delivered. Weekly reports generated by the Electronic Uniform Tracking System shall display the number of garments picked up, number of garments delivered, and also compare one weeks numbers with that of the previous weeks. The Electronic Uniform Tracking System shall have the ability to identify reasons for any uniform shortages. The weekly report shall be delivered to the Authority's representative after the weekly uniform delivery has been made. Any discrepancies with delivered and/or picked up. Uniforms shall be brought to the attention of the Authority's representative

b) Bar Code Identification Tag

As part of the Uniform Tracking System each garment shall be identified with a waterproof/indelible Bar Code Identification Tag. Each Bar Code Identification Tag shall include a legible route designation, garment type, employee's locker number and date garment was put into service.

8. Uniform Delivery

a) Initial Uniform Delivery

The Vendor shall make the necessary arrangements to have all of the new uniforms to be furnished under this contract in the hands of the Authority's employees by the start of the Contract Term.

b) Regular Pick Up/Delivery

Pick up/delivery day can be any day Monday Through Friday. Exact day and time, for pick up and delivery of uniforms, shall be mutually agreeable to both Vendor and the Authority and shall be decided upon before the start of the Contract.

9. Uniform Repairs

The Vendor shall repair all uniforms during the life of the contract. Repair work will include, but will not be limited to, replacement of buttons, zippers, patching tears and holes, repairing seams, etc.

10. Uniform Replacement

a) Normal Wear

During the term of the Contract, uniforms displaying an excessive worn appearance as a result of normal wear and laundering shall be replaced with new uniforms by the contractor at no additional cost to the Authority.

b) Unserviceable

Uniforms which become torn or unserviceable during the term of the contract, as a result of specific Authority job condition, shall be replaced by the contractor. Unserviceable uniforms shall be brought to the attention of the Authority's Representative, at the time of pick-up at which time a decision will be made regarding financial responsibility for the garments(s) in question. Pro-rated costs will be assessed on unserviceable uniforms.

c) Lost Uniform

The Vendor will be responsible for replacing lost uniforms based on a mutually agreed upon pro-rated cost based on age and useful life of the garment lost as per item 10b of this section.

11. Information to be Furnished with the Bid

- a) Bidder shall provide with his bid a completed Experience Questionnaire on the form as provided.
- b) Bidder shall attach to the bid, on a separate sheet of paper, a statement certifying that his firm will provide uniforms, to the Authority, in the material and color as specified all in accordance with Specifications herein.
- c) Bidder shall attach to the bid on a separate sheet of paper; the purchase price and estimated useful life of each piece should the garment be deemed unserviceable or lost.
- d) Bidder shall provide samples of uniform garments.

The Authority will guarantee the confidentiality of any information designated proprietary or trade secret. However, the Authority cannot extend this guarantee for the Regulatory Agencies who will have access to this same information.

13. Uniform Insignia & Name Tag.

The Vendor shall furnish and attach, by sewing on each uniform shirt or coverall, over the breast pocket, a four (4) inch by two (2) inch white oval insignia with the letters PITTSBURGH PARKING AUTHORITY emblazoned thereon in Blue with the Authority logo to be provided. The Vendor shall also furnish and attach, by sewing on each uniform shirt, on right side, a four (4) inch by two (2) inch white oval name tag with the letters of the employee's first name emblazoned thereon in blue.

14. Contract Term.

The Initial Term of the contract shall be three (3) years, from _____.
The authority shall have the option to review this contract for one (1) additional year, a total of two (2) times by giving Vendor written notice of extension no later than 30 days prior to the expiration date.

15. Warranty.

Vendor warrants to the Authority that all services provided hereunder or pursuant hereto will be free from all defects in design, workmanship and materials, and such Services shall be provided in strict accordance with all applicable laws, rules, requirements, regulations and permits. Vendor hereby represents and warrants to the Authority that the Authority is relying and has relied on Vendors skill and judgment to select or furnish the Services for a particular purpose. The Vendor further agrees that it shall correct, repair and/or replace promptly, without charge, all workmanship, materials, equipment or goods furnished under this Agreement that fail to meet the above standard or are otherwise defective.

16. Authority's Right to Stop Uniform Rental Services.

If Vendor fails to correct the Uniform Rental Services or any portion thereof that is not in accordance with the requirements of the Contract or persistently fails to carry out the **Uniform Rental Services** in accordance with the Contract, the Authority may, at its option, (i) order Vendor to stop the **Uniform Rental Services**, or any portion thereof, until the cause for such order has been eliminated; or (ii) terminate this Contract by written notice to Vendor. Vendor may not claim any damages for injury caused by delay due to a stoppage of **Uniform Rental Services** in accordance with this Section 16.

17. Authority's Right to Carry Out Uniform Rental Services.

If Vendor defaults and neglects to carry out the **Uniform Rental Services** in accordance with the Contract and fails (i) within a three (3) day period after written notice from the Authority to commence and continue correction of such default or neglect with diligence and promptness, the Authority may, without prejudice to its other remedies hereunder, terminate the Contract by written notice to the Vendor and/or, without prejudice to its other remedies hereunder, elect to correct such deficiencies. In case the Authority elects to correct such deficiencies, the Authority shall deduct from payments then or thereafter due Vendor the cost of correcting such deficiencies, including, without limitation, the cost of professionals' additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due Vendor are not sufficient to cover such amounts, Vendor shall pay the difference to the Authority within thirty (30) days of notice from the Authority that such amounts are due and owing.

18. Non-exclusive Contract.

Notwithstanding anything to the contrary in the Contract, Contractor understands and agrees that the Contract shall be non-exclusive. The Authority hereby reserves the right to do work of the type covered by the Contract through other contracts.

19. Payment-Invoicing.

The Contractor will invoice the Authority once at the end of each month in which services are provided in accordance with this Agreement. The invoice must detail weekly charges for employees. Payment shall be made monthly based on an Invoice indicating: Contract number, dates services were provided; employees name; employee's bar code number; type and cost of uniform service provided for each employee. The Authority's obligations that have accrued prior to the effective date of any termination or expiration of this Agreement will continue in full force and effect notwithstanding the termination or expiration of this Agreement and whether or not an invoice has been rendered with respect thereto. The Authority's payment for any of the Services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

20. Vendor Performance.

Vendor performance will be monitored on a regular basis. The Authority reserves the right to terminate the contract if Vendors performance does not meet with the terms and conditions set forth in the Contract Documents. The Authority's Director of Parking Services will have the sole authority to make such decisions.

21. Responsibility for Loss or Damage.

Vendor will be responsible for the protection of his materials, equipment and work. He shall immediately and at his own expense make good any loss or damage due to loss, theft, vandalism or any other cause.

22. Assumption of Liability/Indemnification/Insurance.

(a) Except for the gross negligence or willful misconduct of the Authority, Vendor shall indemnify and hold harmless the Authority, its successors and assigns, from and against any and all loss, damage and liability and for any and all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, including employees of the Vendor, and from and against any and all damages to property, including the property of the Authority, its successors and assigns, caused by or arising out of or claimed to have been caused by or to have arisen out of any act or omission in connection with the Contract or the performance of Uniform Rental Services, whether or not occasioned by the negligence of the Authority, Vendor, or either party's agents, servants or employees. For purposes of enforcing this provision, Vendor hereby waives any or all immunities it may have under the Pennsylvania Workers' Compensation Act or otherwise.

(b) Vendor shall maintain at all times until the termination of the Contract, the following insurance:

- (i) Worker's Compensation Statutory (in conformance with Pennsylvania Worker's Compensation Act)
- (ii) Vendor's Public Liability including Bodily Injury and Per Occurrence \$2,000,000

Property Damage

(iii)	Automotive Property Damage and Bodily Injury	Per Occurrence	\$2,000,000
(iv)	Umbrella Liability	Annual Aggregate	\$2,000,000

(c) Vendor shall at all times until the termination of the Contract, include the Authority as an "Additional Insured" on all insurance listed in Sections 22 (b) (ii) and (iii) above.

23. Authority's Right to Terminate Contract.

(a) The Authority may terminate this Contract upon the occurrence of an event described in Section 16 or 17, or if Vendor (i) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; (ii) fails to make prompt payment to subcontractors for materials or labor in accordance with respective agreements; (iii) persistently disregards laws, ordinances, or the instructions of the Authority; (iv) is adjudged bankrupt; (v) makes a general assignment for the benefit of his creditors; (vi) becomes insolvent and a receiver should be appointed on account of Vendor's insolvency; or (vii) is otherwise guilty of a substantial breach of any provision of the Contract. Upon the determination of the Authority that any one of the above reasons for termination exists, the Authority may without prejudice to any other right or remedy and after giving Vendor, and his surety, if any, seven days' written notice, terminate the Contract and take possession of the premises and of all materials, tools and appliances thereon and finish any Projects by whatever method the Authority may deem expedient.

(b) If the unpaid balance of monies due Vendor exceeds the expense to the Authority of finishing the Projects, including, without limitation, damages incurred by the Authority, including compensation for additional architectural, Contract Management or professional consultants, such excess shall be paid to Vendor. If the expense and the amount of any damages incurred through Vendor's default shall exceed the unpaid balance of monies due the Vendor, Vendor shall pay the difference to the Authority within thirty days after notice is given by the Authority that such amounts are due. The obligation to make payment under this section shall survive termination of the Contract.

24. Registration with the City Finance Department.

Vendor shall maintain registration with the Department of Finance of the City of Pittsburgh 412-255-2582, and shall pay all taxes due and owing to the City of Pittsburgh. Vendor understands and agrees that its failure to maintain such registration or pay such taxes shall be a breach of the Contract and entitle the Authority to immediately terminate the Contract. Such termination shall become effective upon Vendor's receipt of written notice from the Authority of such termination.

25. No Discrimination.

Vendor will not discriminate against any employee or applicant for employment because of race, color, gender, religion, ancestry, and national origin, place of birth or sexual orientation. Vendor represents and warrants to the Authority that all applicants are employed, and that employees are treated, without regard to their race, color, gender, religion, and ancestry, and national origin, place of birth or sexual orientation.

26. No Waiver.

Except as otherwise provided herein, no action taken pursuant to the Contract, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver of a breach of Contract. The waiver by any party hereto of a breach of the Contract shall not operate or be construed as a waiver of any subsequent breach.

27. Assignment.

Neither party to the Contract shall assign the Contract without the written consent of the other, nor shall Vendor assign monies due or to become due him hereunder, without the previous written consent of the Authority.

28. Gender.

Words used in Contract, regardless of the gender specifically used, shall be deemed and construed to include the other gender, masculine, feminine or neuter, as the context requires.

29. Notice.

Notice under the Contract shall be deemed to have been duly given if in writing and (i) delivered in person to the individual, a member of the firm or entity or an officer of the corporation for which it was intended, or (ii) sent by registered or certified mail to the last business address of the party receiving notice known to the party giving notice.

30. Section and Other Headings.

The section and other headings contained in the Contract are for reference purposes only and shall not affect the meaning or interpretation of the Contract.

31. Governing law.

Any controversy, dispute or claim arising out of or relation to the Contract, or the breach thereof, shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its choice of law provisions.

32. Entire Agreement.

The Contract constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter herein. The Contract may not be modified or amended except in writing signed by both of the parties hereto.

33. MBE/WBE Reports.

Vendor agrees to submit with each final invoice on each services rendered a report detailing the actual levels of MBE and WBE participation in the contract. Any disparity between actual participation levels and the participation levels projected in the MBE/WBE Commitment Statement will be explained in such report. In addition, Vendor shall submit within 30 days after the end of the initial year of the contract a report detailing the actual levels of MBE and WBE participation in all services rendered which have been completed under the contract. Any disparity between actual participation levels and the participation levels projected in the MBE/WBE Commitment Statement will be explained in such report.