

DEPARTMENT OF CITY CONTROLLER

ID 20-8215221

SUPP/REVISION # _____

VENDOR NUMBER 6000279290

CONTRACT NUMBER 46696

CONTRACT DATE 9-18-07

CONTRACT TYPE Service

CONTRACTOR Alpha Outfitters, L.C.C.

CONTRACT FOR Installation, svc. + maint., etc.

Mobile Data Terminals

DURATION OF CONTRACT 6-30-10

RESOLUTION/ORDINANCE AS-518-06

INDEX _____

ORG.	ACCT.	FUND	SUB	B.Y.	PROJ GRANT	COST ESTIMATE	RESERVE
<u>Various</u>						\$ <u>—</u>	\$ <u>Memo</u>
						\$ _____	\$ _____

PROPERLY SIGNED YES NO
 SPECS ATTACHED YES NO
 COPY RES/ORD ATTACHED YES NO
 HOME RULE CHARTER YES NO

ADVERTISEMENT DATE 5-16-07
 AWARDED TO LOW BIDDER YES NO
 NUMBER OF BIDS 2
 IF NOT LOW BIDDER, WHY _____

BONDS AMOUNT COMPANY
 BID _____

PERFORMANCE _____

LABOR & MATERIAL _____

POWER OF ATTORNEY ATTACHED	YES	NO	<input checked="" type="radio"/> N/A	EXPIRE	<u>5-22-08</u>
BONDS PROPERLY EXECUTED	YES	NO	<input checked="" type="radio"/> N/A	EXPIRE	<u>5-22-08</u>
WORKMEN'S COMP INSURANCE	<input checked="" type="radio"/> YES	NO	N/A	EXPIRE	<u>5-22-08</u>
LIABILITY & PROPERTY INS.	<input checked="" type="radio"/> YES	NO	N/A	EXPIRE	<u>5-22-08</u>
AUTOMOBILE INSURANCE <u>GARAGE</u>	<input checked="" type="radio"/> YES	NO	N/A	EXPIRE	_____
EXCESS LIABILITY INS.	YES	NO	<input checked="" type="radio"/> N/A	EXPIRE	_____
PROFESSIONAL LIABILITY INS.	YES	NO	<input checked="" type="radio"/> N/A	EXPIRE	_____
RETAINAGE	YES	NO	<input checked="" type="radio"/> N/A	PERCENTAGE	_____
STATEMENTS OF AFFILIATIONS	<input checked="" type="radio"/> YES	NO			

APPROVED BY CITY SOLICITOR YES NO
 APPROVED BY ASS'T CITY SOLICITOR YES NO
 SIGNED AND ATTESTED TO BY MAYOR YES NO

SWEATSHOP REGULATIONS YES NO N/A
 DEBARMENT AFFIDAVIT YES NO N/A
 AWARD JUSTIFICATION YES NO N/A

DIRECTOR OR DIRECTORS P. name

DOES CONTRACT PLACE ANY DUTIES ON CONTROLLER? YES

COMMENTS B-315-07

CONTRACT AUDITOR Michael W. Brown



CITY OF PITTSBURGH
DEPARTMENT OF FINANCE
BUREAU OF PROCUREMENT, FLEET AND ASSET SERVICES

BID TABULATION

(SHADED AREAS INDICATES AWARDED PORTIONS
OF THE CONTRACT)

BID FOR: INSTALLATION, SERVICE AND MAINTENANCE, ETC.:
MOBILE DATA TERMINALS

SPECIFICATION # B-315-07

EXPIRATION DATE: June 30, 2010

DATE ADVERTISED: May 16, 2007

DATE OPENED: June 1, 2007

BIDS SENT: 4 (4-0)

BIDS RECEIVED: 2 (2-0)

REJECTED BIDS: _____

NO BIDS: _____

LATE BIDS: _____

TABULATION PREPARED BY: L.LOPER (6-6-07)

PURCHASING AGENT: BERNARD KOMOROSKI PR 7/31

PROCUREMENT SERVICES
COORDINATOR: Bernard Komoroski 7/31/07

AWARDED BY: Scott Kunkin
DIRECTOR, DEPARTMENT OF FINANCE

DATE AWARDED: AUG 08 2007

CITY CONTROLLERS OFFICE

2010 SEP 10 AM 10:17

RECEIVED

SCOPE OF CONTRACT:

THESE SPECIFICATIONS ARE FOR THE INSTALLATION, REMOVAL, REPAIR, SERVICING, AND MAINTENANCE OF THE CITY OF PITTSBURGH'S MOBILE DATA TERMINALS (HARDWARE AND SOFTWARE), AND WIRELESS COMMUNICATIONS. THIS EQUIPMENT SHALL INCLUDE, BUT NOT BE LIMITED TO: MOBILE DATA TERMINALS, WIRELESS CONNECTIVITY, CONSOLES, PEDESTALS, DOCKING STATION, IN CAR CAMERA SYSTEM, ANTENNAS, POWER SOURCES. IT IS THE CITY'S INTENT TO AWARD ALL SECTIONS TO ONE (1) VENDOR.

BIDDER'S NOTE: THE REPAIR FACILITY MUST BE LOCATED WITHIN CITY LIMITS.

SECTION I: INSTALLATION & REMOVAL

		PRICE EACH OCCURRENCE	
		STALEY COMMUNICATIONS	ALPHA WHITERS, LLC
A. FULL INSTALLATION OF THE MOBILE DATA TERMINALS WHICH INCLUDES FLOOR MOUNT, CONSOLE AND CONSOLE ACCESSORIES, PEDESTAL, DOCKING STATION, POWER, ANTENNAS, MODEM, AND LAPTOP.		\$240.00	\$235.00
B. REMOVAL OF THE MOBILE DATA TERMINALS, DOCKING STATION, CONSOLE, MODEM, AND POWER SOURCE.		\$90.00	\$60.00
C. REMOVAL OF ASSOCIATED VEHICLE EMERGENCY EQUIPMENT, WHICH WOULD INCLUDE EMERGENCY LIGHTING, RADIO, SIREN CONTROL BOX, CAGES, ANTENNA.		\$180.00	\$60.00
D. INSTALLATION OF IN-CAR CAMERA SYSTEM THIS INVOLVES THE CAMERA IN THE FRONT OF THE VEHICLE AND REAR FACING CAMERA TO VIEW THE PRISONER SECTION OF THE VEHICLE, RECORDING DEVICES, GPS ANTENNA, THE POWER SOURCE AND MISC. CABLING.		\$225.00	\$235.00
E. REMOVAL OF IN-CAR CAMERA SYSTEM. THIS INVOLVES THE CAMERA IN THE FRONT OF THE VEHICLE AND A REAR FACING CAMERA TO VIEW THE PRISONER SECTION OF THE VEHICLE, RECORDING DEVICES, GPS ANTENNA, POWER SOURCE & MISC. CABLING.		\$90.00	\$100.00

SECTION I: INSTALLATION & REMOVAL (cont'd)

PRICE PER HOUR

	STALEY COMMUNICATIONS	ALPHA OUTLETTERS, LLC
F. MDT SOFTWARE/HARDWARE TROUBLESHOOTING AND REPAIR-HOURLY RATE	\$55.00/HR	\$50.00/HR
G. IN-CAR CAMERA SYSTEM REPAIR/MAINTENANCE ON DEMAND BASIS-HOURLY RATE	\$55.00/HR	\$50.00/HR
H. EMERGENCY EQUIPMENT REPAIR WORK PERFORMED ON A DEMAND BASIS-HOURLY RATE	\$55.00/HR	\$50.00/HR
I. MISC. WORK-LABOR NOT PREVIOUSLY COVERED	\$55.00/HR	\$50.00/HR
J. DISCOUNT % ON COST OF PARTS USED FROM RETAIL LIST	28.50%	20%

SECTION II: MAINTENANCE AND REPAIR

OPTION 1

TOTAL MONTHLY FEE - OPTION 1

	STALEY COMMUNICATIONS	ALPHA OUTLETTERS, LLC
MONTHLY MAINTENANCE FEE PER VEHICLE PER MONTH TO INCLUDE MAINTENANCE/REPAIR OF:	\$19.00	\$25.00

MDT
 MAINTAIN AND REPAIR OF THE MDT (LAPTOP), BOTH THE HARDWARE AND SOFTWARE.
 REPLACEMENT OF THE MDT WITH A FUNCTIONING MDT. RETURN THE MALFUNCTIONING MDT TO THE CITY OF PITTSBURGH, WITHIN THREE (3) BUSINESS DAYS OF THE REPLACEMENT, WITH A DETAILED LIST OF THE PROBLEM.

POWER WIRING
 REPAIR AND MAINTENANCE OF THE INTERNAL WIRING AND POWER THAT PERTAINS TO THE MDT (LAPTOP).

ANTENNA
 REPAIR AND MAINTENANCE OF THE ANTENNAS FOR THE MDT, GPS/AVL.

AIR CARD/MODEMS
 REPAIR AND MAINTENANCE OF THE CITY OF PITTSBURGH AIR CARD/MODEM. IF THE AIR CARD/MODEM IS UNDER WARRANTY, THE VENDOR WILL REPLACE THE MALFUNCTIONING UNIT WITH A SPARE (IF AVAILABLE), AND RETURN THE UNIT TO THE CITY OF PITTSBURGH WITHIN THREE (3) BUSINESS DAYS OF THE REPLACEMENT WITH A DETAILED LIST OF THE PROBLEMS.

PREVENTATIVE MAINTENANCE OF THE EQUIPMENT
 A PREVENTATIVE MAINTENANCE SCHEDULE WILL BE SET UP ON A QUARTERLY BASIS FOR THE MDT (LAPTOP) IN THE VEHICLES.

SECTION II: MAINTENANCE AND REPAIR (cont'd)

OPTION 2

TOTAL MONTHLY FEE - OPTION 2

MONTHLY MAINTENANCE FEE PER VEHICLE PER MONTH TO INCLUDE MAINTENANCE/REPAIR OF:

STALEY COMMUNICATIONS	ALPHA OUTFITTERS, LLC
\$49.00	\$50.00

MDT
 MAINTAIN AND REPAIR OF THE MDT (LAPTOP), BOTH THE HARDWARE AND SOFTWARE. REPLACEMENT OF THE MDT WITH A FUNCTIONING MDT. RETURN THE MALFUNCTIONING MDT TO THE CITY OF PITTSBURGH, WITHIN THREE (3) BUSINESS DAYS OF THE REPLACEMENT, WITH A DETAILED LIST OF THE PROBLEMS.

IN CAR CAMERA
 MAINTAIN AND REPAIR ALL COMPONENTS OF THE IN-CAR CAMERA SYSTEM, INCLUDING POWER AND CABLING. IF THE UNIT IS UNDER MANUFACTURERS WARRANTY THE VENDOR WILL REPLACE THE BROKEN PART (IF SPARE PARTS ARE AVAILABLE) AND RETURN TO THE CITY OF PITTSBURGH WITHIN THREE (3) BUSINESS DAYS WITH A DETAILED LIST OF THE PROBLEMS.

EMERGENCY LIGHTING EQUIPMENT
 REPAIR AND MAINTENANCE OF LIGHTBARS, WIGWAGS, TRAFFIC BACKERS AND OTHER EMERGENCY LIGHTING.

RADIO
 REPAIR AND MAINTENANCE OF THE CITY OF PITTSBURGH'S VARIOUS RADIOS. IF THE RADIO IS UNDER WARRANTY THE VENDOR WILL REPLACE THE MALFUNCTIONING UNIT WITH A SPARE (IF AVAILABLE), AND RETURN THE UNIT TO MANUFACTURER FOR REPAIR. IF THE UNIT IS NOT UNDER WARRANTY, THE VENDOR WILL ATTEMPT TO REPAIR THE UNIT. IF THE UNIT CAN NOT BE REPAIRED, THE VENDOR WILL NOTIFY THE CITY OF PITTSBURGH IN WRITING AS TO WHAT THE PROBLEM IS AND WHY IT CANNOT BE REPAIRED.

SIREN CONTROL BOX
 REPAIR AND MAINTENANCE OF THE CITY OF PITTSBURGH VARIOUS SIREN CONTROL BOX. IF THE SIREN CONTROL BOX IS UNDER WARRANTY THE VENDOR WILL REPLACE THE MALFUNCTIONING UNIT WITH A SPARE (IF AVAILABLE), AND RETURN THE UNIT TO MANUFACTURER FOR REPAIR. IF THE UNIT IS NOT UNDER WARRANTY, THE VENDOR WILL ATTEMPT TO REPAIR THE UNIT. IF THE UNIT CAN NOT BE REPAIRED, THE VENDOR WILL NOTIFY THE CITY OF PITTSBURGH IN WRITING AS TO WHAT THE PROBLEM IS AND WHY IT CANNOT BE REPAIRED.

SECTION II: MAINTENANCE AND REPAIR (cont'd)

OPTION 2: (cont'd)

POWER WIRING
REPAIR AND MAINTENANCE OF THE INTERNAL WIRING AND POWER THAT PERTAINS TO THE EMERGENCY EQUIPMENT IN THE VEHICLE.

ANTENNA

REPAIR AND MAINTENANCE OF THE ANTENNAS FOR THE MDT, GPS/AVL, IN-CAR CAMERA SYSTEM, RADIO.

AIR CARD/MODEMS

REPAIR AND MAINTENANCE OF THE CITY OF PITTSBURGH AIR CARD MODEM. IF THE AIR CARD/MODEM IS UNDER WARRANTY, THE VENDOR WILL REPLACE THE MALFUNCTIONING UNIT WITH A SPARE (IF AVAILABLE), AND RETURN THE UNIT TO THE CITY OF PITTSBURGH WITHIN THREE (3) BUSINESS DAYS OF THE REPLACEMENT WITH A DETAILED LIST OF THE PROBLEMS.

PREVENTATIVE MAINTENANCE OF THE EQUIPMENT

A PREVENTATIVE MAINTENANCE SCHEDULE WILL BE SETUP ON A QUARTERLY BASIS FOR THE VEHICLES.

SECTION II: MAINTENANCE AND REPAIR (cont'd)

OPTION 3

TOTAL MONTHLY FEE - OPTION 3

MONTHLY MAINTENANCE FEE PER VEHICLE PER MONTH TO INCLUDE MAINTENANCE/REPAIR OF:

STALEY COMMUNICATIONS	ALPHA DIGITERS, LLC
\$41.00	\$40.00

MDT

MAINTAIN AND REPAIR OF THE MDT (LAPTOP), BOTH THE HARDWARE AND SOFTWARE. REPLACEMENT OF THE MDT WITH A FUNCTIONING MDT. RETURN THE MALFUNCTIONING MDT TO THE CITY OF PITTSBURGH, WITHIN THREE (3) BUSINESS DAYS OF THE REPLACEMENT, WITH A DETAILED LIST OF THE PROBLEMS.

EMERGENCY LIGHTING EQUIPMENT

REPAIR AND MAINTENANCE OF LIGHTBARS, WIGWAGS, TRAFFIC BACKER'S AND OTHER EMERGENCY LIGHTING.

SECTION II: MAINTENANCE AND REPAIR (cont'd)

OPTION 3: (cont'd)

RADIO

REPAIR AND MAINTENANCE OF THE CITY OF PITTSBURGH'S VARIOUS RADIOS. IF THE RADIO IS UNDER WARRANTY THE VENDOR WILL REPLACE THE MALFUNCTIONING UNIT WITH A SPARE (IF AVAILABLE), AND RETURN THE UNIT TO MANUFACTURER FOR REPAIR. IF THE UNIT IS NOT UNDER WARRANTY, THE VENDOR WILL ATTEMPT TO REPAIR THE UNIT, IF THE UNIT CAN NOT BE REPAIRED, THE VENDOR WILL NOTIFY THE CITY OF PITTSBURGH IN WRITING AS TO WHAT THE PROBLEMS AND WHY IT CANNOT BE REPAIRED.

SIREN CONTROL BOX

REPAIR AND MAINTENANCE OF THE CITY OF PITTSBURGH VARIOUS SIREN CONTROL BOX. IF THE SIREN CONTROL BOX IS UNDER WARRANTY THE VENDOR WILL REPLACE THE MALFUNCTIONING UNIT WITH A SPARE (IF AVAILABLE), AND RETURN THE UNIT TO MANUFACTURER FOR REPAIR. IF THE UNIT IS NOT UNDER WARRANTY, THE VENDOR WILL ATTEMPT TO REPAIR THE UNIT, IF THE UNIT CAN NOT BE REPAIRED, THE VENDOR WILL NOTIFY THE CITY OF PITTSBURGH IN WRITING AS TO WHAT THE PROBLEM IS AND WHY IT CANNOT BE REPAIRED.

POWER WIRING

REPAIR AND MAINTENANCE OF THE INTERNAL WIRING AND POWER THAT PERTAINS TO THE EMERGENCY EQUIPMENT IN THE VEHICLE.

ANTENNA

REPAIR AND MAINTENANCE OF THE ANTENNAS FOR THE MDT, GPS/AVL, IN-CAR CAMERA SYSTEM, RADIO.

AIR CARD/MODEMS

REPAIR AND MAINTENANCE OF THE CITY OF PITTSBURGH AIR CARD/MODEM. IF THE AIR CARD/MODEM IS UNDER WARRANTY, THE VENDOR WILL REPLACE THE MALFUNCTIONING UNIT WITH A SPARE (IF AVAILABLE), AND RETURN THE UNIT TO THE CITY OF PITTSBURGH WITHIN THREE (3) BUSINESS DAYS OF THE REPLACEMENT WITH A DETAILED LIST OF THE PROBLEMS.

PREVENTATIVE MAINTENANCE OF THE EQUIPMENT

A PREVENTATIVE MAINTENANCE SCHEDULE WILL BE SETUP ON A QUARTERLY BASIS FOR THE VEHICLES.

SECTION II: MAINTENANCE AND REPAIR (cont'd)

OPTION 4

MONTHLY MAINTENANCE FEE PER VEHICLE PER MONTH TO INCLUDE MAINTENANCE/REPAIR OF:

TOTAL MONTHLY FEE - OPTION 4	
STALEY COMMUNICATIONS	ALPHA DIGITALS, LLC
\$21.50	\$55.00

EMERGENCY LIGHTING EQUIPMENT

REPAIR AND MAINTENANCE OF LIGHTBARS, WIGWAGS, TRAFFIC BACKERS AND OTHER EMERGENCY LIGHTING.

RADIO

REPAIR AND MAINTENANCE OF THE CITY OF PITTSBURGH VARIOUS RADIOS. IF THE RADIO IS UNDER WARRANTY, THE VENDOR WILL REPLACE THE MALFUNCTIONING UNIT WITH A SPARE (IF AVAILABLE), AND RETURN THE UNIT TO MANUFACTURER FOR REPAIR. IF THE UNIT IS NOT UNDER WARRANTY, THE VENDOR WILL ATTEMPT TO REPAIR THE UNIT, IF THE UNIT CANNOT BE REPAIRED, THE VENDOR WILL NOTIFY THE CITY OF PITTSBURGH IN WRITING AS TO WHAT THE PROBLEM IS AN WHY IT CANNOT BE REPAIRED.

SIREN CONTROL BOX

REPAIR AND MAINTENANCE OF THE CITY OF PITTSBURGH VARIOUS SIREN CONTROL BOX. IF THE SIREN CONTROL BOX IS UNDER WARRANTY THE VENDOR WILL REPLACE THE MALFUNCTIONING UNIT WITH A SPARE (IF AVAILABLE), AND RETURN THE UNIT TO MANUFACTURER FOR REPAIR. IF THE UNIT IS NOT UNDER WARRANTY, THE VENDOR WILL ATTEMPT TO REPAIR THE UNIT, IF THE UNIT CANNOT BE REPAIRED, THE VENDOR WILL NOTIFY THE CITY OF PITTSBURGH IN WRITING AS TO WHAT THE PROBLEM IS AND WHY IT CANNOT BE REPAIRED.

POWER WIRING

REPAIR AND MAINTENANCE OF THE INTERNAL WIRING AND POWER THAT PERTAINS TO THE EMERGENCY EQUIPMENT IN THE VEHICLE.

ANTENNA

REPAIR AND MAINTENANCE OF THE ANTENNAS FOR THE MDT, GPS/AVL, IN-CAR CAMERA SYSTEM, RADIO.

PREVENTATIVE MAINTENANCE OF THE EQUIPMENT

A PREVENTATIVE MAINTENANCE SCHEDULE WILL BE SETUP ON A QUARTERLY BASIS FOR THE VEHICLES.

SECTION 3: EQUIPMENT WORK PERFORMED ON A DEMAND BASIS

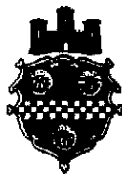
STALEY COMMUNICATIONS	ALPHA DIGITALS, LLC
LABOR COST PER HOUR (ESTIMATED AMOUNT OF WORK 4,380 HOURS)	\$55.00
TOTAL LABOR COST	\$240,900.00

STALEY COMMUNICATIONS
3229 SPRUCE WAY
PITTSBURGH, PA 15201

ALPHA OUTFITTERS, LLC
3327 WEST CARSON STREET
PITTSBURGH, PA 15204

contact person ANNE WOISTMAN
phone number 1-800-999-3723 x 7100
emergency number 1-877-339-7700
fax number 412-392-0362
pager number 412-906-6275
email address awoistman@staley.com

contact person LOIS KOLARIK
phone number 412-670-0858
emergency number 412-251-6494
fax number 412-429-0552
pager number NA
email address alpha_outfitters@yahoo.com



City of Pittsburgh

City Information Systems

Luke Ravenstahl
Mayor

Howard A. Stern, Ph.D.
Director & CIO

MEMORANDUM

TO: Scott Kunka, Office of Management and Budget

FROM: Howard A. Stern, CIS

DATE: July 30, 2007 (Revised)

SUBJECT: Installation, Service and Maintenance, Mobile Data Terminals
Bid # B 315-07

After a review of the bid tabulations for the above bid, it has been determined that the contract, all 3 sections should be awarded as a total low bid to Alpha Outfitters. The reason for a total low bid award is that the City owns vehicles with each of these configurations and consistency needs to be maintained with the installation, maintenance, and repair of the various configurations. The figures we are using are actual figures of the installation and removals for 2006 to the present.

2006		2007	
Installation of MDT			
73 Installs		57 Installs	
Staley Comm.	Alpha Outfitter	Staley Comm.	Alpha Outfitter
\$17,520	\$17,155	\$13,680	\$13,395
MDT Removals			
10 Removals		11 Removals	
Staley Comm.	Alpha Outfitter	Staley Comm.	Alpha Outfitter
\$900	\$1,000	\$990	\$1,100

Emergency Equip. Removals

15 Removals		33 Removals	
Staley Comm.	Alpha Outfitter	Staley Comm.	Alpha Outfitter
\$2,700	\$1,500	\$5,940	\$3,300

Work based on Hourly Rate

861 hrs		1040 hrs (Estimated)	
Staley Comm.	Alpha Outfitter	Staley Comm.	Alpha Outfitter
\$47,355	\$43,050	\$57,200	\$52,000

Option 1: MDT's Only

5 MDT's		6 MDT's	
Staley Comm.	Alpha Outfitter	Staley Comm.	Alpha Outfitter
\$95	\$125	\$114	\$150

Option 2: MDT/In-Car Camera/Radio/Emergency Lighting, ect

0 Vehicle		0 Vehicles	
Staley Comm.	Alpha Outfitter	Staley Comm.	Alpha Outfitter
\$0	\$0	\$0	\$0

Option 3: MDT's/Radio/Emergency Lighting, etc

91 Vehicles		208 Vehicles	
Staley Comm.	Alpha Outfitter	Staley Comm.	Alpha Outfitter
\$3,731	\$3,640	\$8,528	\$8,320

Option 4: Radio/Emergency Lighting, etc

50 Vehicles		50 Vehicles	
Staley Comm.	Alpha Outfitter	Staley Comm.	Alpha Outfitter
\$1,075	\$1,500	\$1,075	\$1,500

Grand Totals

2006		2007	
Staley Comm.	Alpha Outfitter	Staley Comm.	Alpha Outfitter
\$62,376	\$58,470	\$70,312	\$64,615

Since we do not currently have in-car camera system, we are unable to show any cost of the installation and removal of that item. Please award this bid through June 30, 2010. Should you have any questions, please contact Chris Kebr at 323-7819. Thank you.

cc: Chris Kebr
Bernie Komoroski ✓



CITY OF PITTSBURGH
Department of Finance

"B" PROPOSAL FOR CITY OF PITTSBURGH CONTRACTS

Proposal # B-315-07

Opening Date JUNE 1, 2007

Bid Bond: NOT REQUIRED

Performance Bond: NOT REQUIRED

NOTICE

THIS INQUIRY MUST BE DELIVERED TO THE CITY CONTROLLER'S OFFICE BY 10:00 A.M. ON THE OPENING DATE LISTED ABOVE, TO BE READ AT 11:00 A.M., E.D.T., IN THE DEPARTMENT OF FINANCE, BUREAU OF PROCUREMENT.

In accordance with the provisions of a Resolution of Council of the City of Pittsburgh: No. 518, Series 2006, approved August 9, 2006.

INSTALLATION, SERVICE, AND MAINTENANCE, ETC.: MOBILE DATA TERMINALS FROM DATE OF AWARD THROUGH JUNE 30, 2010

(SEE ATTACHED SPECIFICATION FOR ADDITIONAL DETAIL)

Please check the appropriate box:

Corporation Partnership Sole Proprietor Unincorporated

Include either Social Security or Federal Tax Identification Number: 20-8215221

Name of Firm:	ALPHA OUTFITTERS, LLC
Address:	3327 WEST CARBON ST. PITTSBURGH, PA 15204
	CITY CONTROLLER'S OFFICE

E-mail address	ALPHA_OUTFITTERS@YAHOO.COM
Phone:	412-670-0858
Fax:	412-429-0552
Print name of Signatory Authorizing Contract:	LOIS KOLARIK

BK
5/8/07

2010 SEP 10 AM 10:17

RECEIVED

SCOPE OF CONTRACT:

THESE SPECIFICATIONS ARE FOR THE INSTALLATION, REMOVAL, REPAIR, SERVICING, AND MAINTENANCE OF THE CITY OF PITTSBURGH'S MOBILE DATA TERMINALS (HARDWARE AND SOFTWARE), AND WIRELESS COMMUNICATIONS. THIS EQUIPMENT SHALL INCLUDE, BUT NOT BE LIMITED TO: MOBILE DATA TERMINALS, WIRELESS CONNECTIVITY, CONSOLES, PEDESTALS, DOCKING STATION, IN CAR CAMERA SYSTEM, ANTENNAS, POWER SOURCES. IT IS THE CITY'S INTENT TO AWARD ALL SECTIONS TO ONE (1) VENDOR.

BIDDER'S NOTE: THE REPAIR FACILITY MUST TO BE LOCATED WITHIN CITY LIMITS.

SECTION I: INSTALLATION & REMOVAL

A. FULL INSTALLATION OF THE MOBILE DATA TERMINALS WHICH INCLUDES FLOOR MOUNT, CONSOLE AND CONSOLE ACCESSORIES, PEDESTAL, DOCKING STATION, POWER, ANTENNA, MODEM, AND LAPTOP.

\$ 235.00

B. REMOVAL OF THE MOBILE DATA TERMINALS, DOCKING STATION, CONSOLE, MODEM, AND POWER SOURCE.

\$ 100.00

C. REMOVAL OF ASSOCIATED VEHICLE EMERGENCY EQUIPMENT. WHICH WOULD INCLUDE EMERGENCY LIGHTING, RADIO, SIREN CONTROL BOX, CAGES, ANTENNA.

\$ 100.00

D. INSTALLATION OF IN-CAR CAMERA SYSTEM THIS INVOLVES THE CAMERA IN THE FRONT OF THE VEHICLE AND A REAR FACING CAMERA TO VIEW THE PRISONER SECTION OF THE VEHICLE, RECORDING DEVICES, GPS ANTENNA, THE POWER SOURCE AND MISC. CABLING.

\$ 235.00

E. REMOVAL OF IN-CAR CAMERA SYSTEM THIS INVOLVES THE CAMERA IN THE FRONT OF THE VEHICLE AND A REAR FACING CAMERA TO VIEW THE PRISONER SECTION OF THE VEHICLE, RECORDING DEVICES, GPS ANTENNA, POWER SOURCE & MISC CABLING.

\$ 100.00

PRICE PER HOUR

F. MDT SOFTWARE / HARDWARE TROUBLE SHOOTING AND REPAIR - HOURLY RATE

\$ 50.00 /HR

G. IN-CAR CAMERA SYSTEM REPAIR/MAINTENANCE ON DEMAND BASIS - HOURLY RATE

\$ 50.00 /HR

H. EMERGENCY EQUIPMENT REPAIR WORK PERFORMED ON A DEMAND BASIS - HOURLY RATE

\$ 50.00 /HR

I. MISC. WORK - LABOR NOT PREVIOUSLY COVERED

\$ 50.00 /HR

J. DISCOUNT % ON COST OF PARTS USED FROM RETAIL LIST

20 %

SECTION II: MAINTENANCE AND REPAIR

OPTION 1:

TOTAL MONTHLY FEE - OPTION 1

\$ 25.00

MONTHLY MAINTENANCE FEE PER VEHICLE
PER MONTH TO INCLUDE MAINTENANCE/REPAIR OF:

MDT

MAINTAIN AND REPAIR OF THE MDT (LAPTOP), BOTH THE HARDWARE AND SOFTWARE. REPLACEMENT OF THE MDT WITH A FUNCTIONING MDT. RETURN THE MALFUNCTIONING MDT TO THE CITY OF PITTSBURGH, WITHIN 3 BUSINESS DAYS OF THE REPLACEMENT, WITH A DETAILED LIST OF THE PROBLEM.

POWER WIRING

REPAIR AND MAINTENANCE OF THE INTERNAL WIRING AND POWER THAT PERTAINS TO THE MDT (LAPTOP).

ANTENNA

REPAIR AND MAINTENANCE OF THE ANTENNAS FOR THE MDT, GPS/AVL.

AIR CARD/MODEMS

REPAIR AND MAINTENANCE OF THE CITY OF PITTSBURGH AIR CARD/MODEM. IF THE AIR CARD/MODEM IS UNDER WARRANTY, THE VENDOR WILL REPLACE THE MALFUNCTIONING UNIT WITH A SPARE (IF AVAILABLE), AND RETURN THE UNIT TO THE CITY OF PITTSBURGH WITHIN THREE (3) BUSINESS DAYS OF THE REPLACEMENT WITH A DETAILED LIST OF THE PROBLEMS.

PREVENTATIVE MAINTENANCE OF THE EQUIPMENT

A PREVENTATIVE MAINTENANCE SCHEDULE WILL BE SET UP ON A QUARTERLY BASIS FOR THE MDT (LAPTOP) IN THE VEHICLES.

OPTION 2:

TOTAL MONTHLY FEE - OPTION 2

\$ 50.00

MONTHLY MAINTENANCE FEE PER VEHICLE
PER MONTH TO INCLUDE MAINTENANCE/REPAIR OF:

MDT

MAINTAIN AND REPAIR OF THE MDT (LAPTOP), BOTH THE HARDWARE AND SOFTWARE. REPLACEMENT OF THE MDT WITH A FUNCTIONING MDT. RETURN THE MALFUNCTIONING MDT TO THE CITY OF PITTSBURGH, WITHIN 3 BUSINESS DAYS OF THE REPLACEMENT, WITH A DETAILED LIST OF THE PROBLEMS.

IN CAR CAMERA

MAINTAIN AND REPAIR ALL COMPONENTS OF THE IN-CAR CAMERA SYSTEM, INCLUDING POWER AND CABLING. IF THE UNIT IS UNDER MANUFACTURERS WARRANTY THE VENDOR WILL REPLACE THE BROKEN PART (IF SPARE PARTS ARE AVAILABLE) AND RETURN TO THE CITY OF PITTSBURGH WITHIN 3 BUSINESS DAYS WITH A DETAILED LIST OF THE PROBLEMS.

EMERGENCY LIGHTING EQUIPMENT

REPAIR AND MAINTENANCE OF LIGHTBARS, WIGWAGS, TRAFFIC BACKER'S, AND OTHER EMERGENCY LIGHTING.

OPTION 2: (CONTINUED)**RADIO**

REPAIR AND MAINTENANCE OF THE CITY OF PITTSBURGH'S VARIOUS RADIOS. IF THE RADIO IS UNDER WARRANTY THE VENDOR WILL REPLACE THE MALFUNCTIONING UNIT WITH A SPARE (IF AVAILABLE), AND RETURN THE UNIT TO MANUFACTURER FOR REPAIR. IF THE UNIT IS NOT UNDER WARRANTY, THE VENDOR WILL ATTEMPT TO REPAIR THE UNIT, IF THE UNIT CAN NOT BE REPAIRED, THE VENDOR WILL NOTIFY THE CITY OF PITTSBURGH IN WRITING AS TO WHAT THE PROBLEM IS AND WHY IT CANNOT BE REPAIRED.

SIREN CONTROL BOX

REPAIR AND MAINTENANCE OF THE CITY OF PITTSBURGH VARIOUS SIREN CONTROL BOX. IF THE SIREN CONTROL BOX IS UNDER WARRANTY THE VENDOR WILL REPLACE THE MALFUNCTIONING UNIT WITH A SPARE (IF AVAILABLE), AND RETURN THE UNIT TO MANUFACTURER FOR REPAIR. IF THE UNIT IS NOT UNDER WARRANTY, THE VENDOR WILL ATTEMPT TO REPAIR THE UNIT, IF THE UNIT CAN NOT BE REPAIRED, THE VENDOR WILL NOTIFY THE CITY OF PITTSBURGH IN WRITING AS TO WHAT THE PROBLEM IS AND WHY IT CANNOT BE REPAIRED.

POWER/WIRING

REPAIR AND MAINTENANCE OF ALL OF THE INTERNAL WIRING AND POWER THAT PERTAINS TO THE EMERGENCY EQUIPMENT IN THE VEHICLE.

ANTENNA

REPAIR AND MAINTENANCE OF ALL OF THE ANTENNAS FOR THE MDT, GPS/AVL, IN-CAR CAMERA SYSTEM, RADIO.

AIR CARD/MODEMS

REPAIR AND MAINTENANCE OF THE CITY OF PITTSBURGH AIR CARD/MODEM. IF THE AIRCARD/MODEM IS UNDER WARRANTY THE VENDOR WILL REPLACE THE MALFUNCTIONING UNIT WITH A SPARE (IF AVAILABLE), AND RETURN THE UNIT TO THE CITY OF PITTSBURGH WITHIN 3 BUSINESS DAYS OF THE REPLACEMENT WITH A DETAILED LIST OF THE PROBLEMS.

PREVENTIVE MAINTENANCE OF THE EQUIPMENT

A PREVENTIVE MAINTENANCE SCHEDULE WILL BE SETUP ON A QUARTERLY BASIS FOR THE VEHICLES.

OPTION 3:

TOTAL MONTHLY FEE - OPTION 3

\$ 40.00

MONTHLY MAINTENANCE FEE PER VEHICLE
PER MONTH TO INCLUDE MAINTENANCE/REPAIR OF:

MDT

MAINTAIN AND REPAIR OF THE MDT (LAPTOP), BOTH THE HARDWARE AND SOFTWARE. REPLACEMENT OF THE MDT WITH A FUNCTIONING MDT. RETURN THE MALFUNCTIONING MDT TO THE CITY OF PITTSBURGH, WITHIN 3 BUSINESS DAYS OF THE REPLACEMENT, WITH A DETAILED LIST OF THE PROBLEMS.

EMERGENCY LIGHTING EQUIPMENT

REPAIR AND MAINTENANCE OF LIGHTBARS, WIGWAGS, TRAFFIC BACKER'S, AND OTHER EMERGENCY LIGHTING.

RADIO

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REPAIR AND MAINTENANCE OF ALL OF THE INTERNAL WIRING AND POWER THAT PERTAINS TO THE EMERGENCY EQUIPMENT IN THE VEHICLE.

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PREVENTIVE MAINTENANCE OF THE EQUIPMENT

A PREVENTIVE MAINTENANCE SCHEDULE WILL BE SETUP ON A QUARTERLY BASIS FOR THE VEHICLES.

OPTION 4:

TOTAL MONTHLY FEE - OPTION 4

\$ 35.00

MONTHLY MAINTENANCE FEE PER VEHICLE
PER MONTH TO INCLUDE MAINTENANCE/REPAIR OF:

EMERGENCY LIGHTING EQUIPMENT

REPAIR AND MAINTENANCE OF LIGHTBARS, WIGWAGS, TRAFFIC BACKER'S, AND
OTHER EMERGENCY LIGHTING.

RADIO

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PROBLEM IS AND WHY IT CANNOT BE REPAIRED.

POWER/WIRING

REPAIR AND MAINTENANCE OF ALL OF THE INTERNAL WIRING AND POWER THAT
PERTAINS TO THE EMERGENCY EQUIPMENT IN THE VEHICLE.

ANTENNA

REPAIR AND MAINTENANCE OF ALL THE ANTENNAS FOR THE MDT, GPS/AVL, IN-CAR
CAMERA SYSTEM, RADIO.

PREVENTIVE MAINTENANCE OF THE EQUIPMENT

A PREVENTIVE MAINTENANCE SCHEDULE WILL BE SETUP ON A QUARTERLY BASIS FOR
THE VEHICLES.

SECTION 3: EQUIPMENT WORK PERFORMED ON A DEMAND BASIS

LABOR COST PER HOUR: \$219,000.⁰⁰ PER HOUR (See attached memo)

(ESTIMATED AMOUNT OF WORK 4,380 HOURS)



7/30/07 23

July 30, 2007

Mr. Patrick Rodgers
Purchasing Agent
Bureau of Procurement
Department of Finance
City County Building
414 Grant Street
Pittsburgh, PA 15219

RE: Bid # B-315-07: Install, Maintain, MDT's

Dear Mr. Rodgers,

As stated in the email that I sent to you Alpha Outfitters rate is \$50.00 per hour. \$50.00 per hour times 4,380 hours totals the extended rate of \$219,000.00.

Please feel free to contact me with any additional questions.

Respectfully,

A handwritten signature in cursive script that reads "Lois Kolarik".

Lois Kolarik
412-670-0858
Alpha_Fitters@yahoo.com

Cc: Mr. Bernie Komoroski

GENERAL SPECIFICATION INFORMATION

1. Contact Name: LOIS KOLARIK
 Phone Number: 412-670-0858
 Emergency #: 412-251-6494
 Fax #: 412-429-0552
 Pager #: N/A
 E-mail Address: ALPHA-OUTFITTERS@YAHOO.COM

2. The bidder does hereby propose and agree to furnish all materials, equipment, tools and labor required to the City of Pittsburgh and its Authorities, the City of Pittsburgh School Board and Allegheny County and its Authorities at the prices quoted in this proposal.

3. List prices for commodities sold to the City in a database or disk format, 3 1/2" disk or CD-ROM.

 Yes No N/A

4. Questions concerning this proposal may be faxed or E-mailed to Bernard Komoroski, Purchasing Agent no later than five (5) days prior to the scheduled bid opening.

Fax # (412) 255-2367

E-mail: bernie.komoroski@city.pittsburgh.pa.us

5. Please indicate with an (x) how you were informed of this proposal:

Post Gazette	<u> </u>	Construction News	<u> </u>
Pgh Courier	<u> </u>	Pgh Builders Exchange	<u> </u>
Direct Mail Letter	<u> / </u>	Accu Copy	<u> </u>
City Web Site	<u> </u>	Dodge Report	<u> </u>
Word of Mouth (Please List)	<u> </u>		
City Posting or other agencies (Please List)	<u> </u>		
Other Publication (Please List)	<u> </u>		

PERFORMANCE OF SERVICE

It is the intent of this contract to provide the service as described herein when needed by the departments. All services must be performed/completed within the time frame below. Penalties will apply for late performance of services.

Maximum days lead-time (days from placement of order by the City to service by the vendor) is 4 hours.

Service date/time will be set by the City at the time of order using above lead-time as a basis. Service must be performed no more than 0 hours prior to requested date and no later than 1 days following requested date.

Penalty for late performance of service is *10% OF VALUE OF SERVICE NOT COMPLETED.

Repeated incidents of late service performances and/or unnecessary delays will be construed as non-compliance with the terms and conditions of this contract and the vendor will be in default of contract. Default of contract will result in penalties of damages incurred.

Waiver of late performance of service penalty may be authorized by the Director of the Department of Finance upon receipt of written documentation and explanation of extenuating circumstance effecting service schedule. Waiver of late delivery of service penalty is at the sole discretion of the Director of Department of Finance.

- ◆ The maximum days for placement of order by the City to **PERFORMANCE OF SERVICE** by the vendor is 1 days.
- ◆ Penalty for late **PERFORMANCE** is 10 per cent (10%) of dollar value of invoice for services not performed within the time specified.
- ◆ The above prices are submitted in accordance with Advertisement, Instruction and Proposal, which are a part hereof.

CITY OF PITTSBURGH MBE/WBE SOLICITATION AND COMMITMENT FORM

PROPOSAL NO. **B-315-07**

DATE: **JUNE 1, 2007**

COMPANY NAME: **ALPHA OUTFITTERS LLC**

ADDRESS: **3327 WEST CARSON STREET**

CITY, STATE AND ZIP CODE
PITTSBURGH, PA 15204

TELEPHONE: BUSINESS AND EMERGENCY
412-331-5990 412-670-0858

FAX NUMBER AND E-MAIL ADDRESS **412-429-0552**
ALPHA-OUTFITTERS@YAHOO.COM

THIS IS A 100% WOMAN OWNED BUSINESS

FOR ASSISTANCE CALL THE OFFICE OF BUSINESS AND EMPLOYMENT OPPORTUNITIES AT 412-255-8804

FAILURE TO COMPLETE FORM MAY BE SUFFICIENT CAUSE FOR BID REJECTION.

PLEASE LIST ALL MBE/WBE BUSINESSES SOLICITED

NAME	ADDRESS	PHONE	FAX NO.	E-MAIL	MBE OR WBE
1.					<input type="checkbox"/> <input type="checkbox"/> EST \$ EST % _____
2.					<input type="checkbox"/> <input type="checkbox"/> EST \$ EST % _____
3.					<input type="checkbox"/> <input type="checkbox"/> EST \$ EST % _____
4.					<input type="checkbox"/> <input type="checkbox"/> EST \$ EST % _____

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

CITY OF PITTSBURGH MBE/WBE SOLICITATION AND COMMITMENT FORM- WAIVER REQUEST

COMPANY NAME:	ALPHA OUTFITTERS, LLC
ADDRESS:	3327 WEST CARSON STREET
CITY AND STATE	PITTSBURGH, PA 15204
TELEPHONE FAX NUMBER E-MAIL	412-670-0858 412-429-0552 (FAX) ALPHA_OUTFITTERS@yahoo.com

PLEASE EXPLAIN IN DETAIL WHY A WAIVER IS REQUESTED.

ALPHA OUTFITTERS, LLC IS A 100% WOMAN OWNED COMPANY.

CITY OF PITTSBURGH MBE/WBE SOLICITATION AND COMMITMENT FORM-TRADES

NAME	ADDRESS	PHONE	FAX NO.	CHECK MM MF NMF	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 PARTICIPATION PLAN AS REQUIRED BY THE CITY OF PITTSBURGH. (TYPE NAME AND SS NO.)

SIGNED: Law Halabek DATE: June 1, 2007

ACORD 25 (2001/08) CERTIFICATE OF LIABILITY INSURANCE

No. 1958 | P. 2 (MM/DD/YYYY) 05/22/2007

PRODUCER (724) 886-7610 FAX (724) 886-7626
Bulava & Associates Cns't
Bulava Companies LLC
1329 Broad Street
Greensburg, PA 15601

INSURED Alpha Outfitters LLC
3327 West Carson Street
Pittsburgh, PA 15204

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Harleysville Mutual Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L CTS INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	8978744111	05/22/2007	05/22/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCC/POCAL) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> Garage Liability	8978744111	05/22/2007	05/22/2008	AUTO ONLY - EA ACCIDENT \$ 1,000,000 OTHER THAN EA ACC \$ 1,000,000 AUTO ONLY: AGG \$ 1,000,000
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	8978744111	05/22/2007	05/22/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Pittsburgh is listed as an additional insured as their interest may appear.

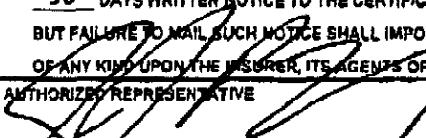
CERTIFICATE HOLDER

City of Pittsburgh
 Bureau of Procurement, Fleet & Asset Service
 Dept of Finance
 5th Floor City County Bldg
 414 Grant Street
 Pittsburgh, PA 15219

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ARTICLES OF AGREEMENT

MADE AND ENTERED INTO, this 20 day of Sept., 2007, by and between the City of Pittsburgh, a municipal corporation of the Commonwealth of Pennsylvania acting in this behalf through THE DIRECTOR OF THE DEPARTMENT OF FINANCE and

THE DIRECTOR OF THE DEPARTMENT OF _____ of said City, having been duly authorized thereto by Ordinance of Council of said City (hereafter "City")

AND

ALPHA OUTFITTERS, LLC
3307 West Carson St.
Pittsburgh, PA 15204

incorporated in the Commonwealth/State of PA ("Contractor"),

THE City of Pittsburgh, Department of Finance, Bureau of Procurement, announces that Service and Commodity proposals are available beginning May 16, 2007. Said proposals may be reviewed at the City's website: www.city.pittsburgh.pa.us
SCOTT W KUNKA, Director, Department of Finance

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That the Contractor agrees, and by these presents does/do agree with the City under the conditions set forth in a bond which is annexed hereto and made a part hereof, to furnish all necessary materials, labor, plant, machinery and appliances, and at its own risk and expense and to do such work and/or perform such services, and/or furnish such materials required in connection therewith as may be contemplated and described herein, the specifications and such instructions as may be issued by the Director during the term of this Contract, for the prices as shown on the attached proposal.

The City of Pittsburgh reserves the right, during the period while this contract is in force, to take bids and award separate contracts for individual jobs where it may be in the best interest of the City to do so, such determination to be made at the City's sole discretion.

For the purpose of this Agreement, and any Exhibits attached hereto, the following terms, phrases, and their derivations shall have the meanings given below unless the context clearly mandates a different interpretation. Where the context so indicates, the present tense shall imply the future tense, words in plural include the singular, and words in the singular include the plural. The word "will" is always mandatory and not merely directory. The definitions are applicable regardless of whether the term is capitalized.

1. **DEFINITION OF DIRECTOR** - It is agreed by the parties to this contract, that wherever the word "Director" occurs in the contract, it will be considered as referring to the City.

2. **DEFINITION OF CITY** - The City of Pittsburgh, a municipal corporation of the Commonwealth of Pennsylvania.

3. **DEFINITION OF CONTRACTOR** - It is agreed by the parties hereto that wherever the word "Contractor," or the pronoun(s) in place thereof are used in this contract, they are to be considered as referring to and meaning the contracting party or parties, or such party or parties seeking to enter into a contract with the City of Pittsburgh, as the case may be, or the legal representatives of such party or parties.

4. **DEFINITION OF COUNCIL** - Council of the City of Pittsburgh, Pennsylvania.

5. **DEFINITION OF STANDARD FOR CONSTRUCTION** - It is agreed by the parties to this contract that wherever the words "Standard for Construction" or the pronouns in place thereof are used in this contract, they are to be considered as referring to and reading "Part 3" of the "Contract for Construction," of the Department of Public Works as contained in a separate pamphlet and as revised to date of advertisement of this contract.

6. **COMPONENTS OF CONTRACT** - The following documents are part of this contract and supplement one another:

- A. **ADVERTISEMENT** for proposals as published in newspapers of general circulation (for contracts with an estimated value above \$10,000.00);
- B. **PROPOSAL** made by the prospective Contractor on the separate form provided by the City;
- C. Particular **SPECIFICATIONS** special to this contract (if applicable);
- D. **STANDARD(S) FOR CONSTRUCTION** (if applicable);
- E. **ARTICLES OF AGREEMENT**;
The contract shall become binding upon the formal acceptance of the prospective Contractor's bid by the City as evidenced by the City's execution of the Articles of Agreement.
- F. **FINANCIAL SECURITIES** executed by the prospective Contractor (if applicable);
- G. The **MBE/WBE SOLICITATION AND COMMITMENT FORM**, (For B & C contracts over \$10,000);
- H. **AFFIDAVIT OF CONTRACTOR**;
- I. **STATEMENT OF AFFILIATIONS**;
- J. **SWEATSHOP CONDITIONS**;
- K. **Y2K COMPLIANCE FORM**.

The contract sets forth all the promises, agreements, conditions and understandings between City and Contractor(s), and there shall be no promises, agreements, conditions, or understandings, either oral or written, between them other than those that are set forth in the contract. Unless provided for in the contract, no subsequent alteration, amendment, charge or addition to the contract shall be binding upon City or Contractor(s), unless expressly agreed upon and reduced to writing by the City to the Contractor(s).

7. **LENGTH OF AGREEMENT** - It is agreed that this contract shall be in effect for the term beginning on the date on which it is countersigned by the Controller of the City of Pittsburgh and expiring on the 20th day of JUNE, 2010.

8. **WHEN AND WHERE TO COMMENCE** - The Contractor further agrees to commence the work described or contemplated herein at such point(s), and at such time(s) as the Director may request.

9. **TIME OF BID OPENING** - The separate and sealed bids or proposals will be received upon the City's blank proposal forms at the Office of the City Controller, First Floor, City-County Building, Pittsburgh, Pennsylvania, until the date and time stated in the advertisement for bids for the above, and will be opened and read upon the same date, in the place and at the time designated in said advertisement.

10. **BLANK FORM OF PROPOSAL** - All bids shall be made on the blank form of proposal provided for that purpose, shall give the price of each item or service to be furnished, shall be signed, in ink, by the prospective Contractors with the prospective Contractors business address or addresses, and shall also contain the full name of all persons interested with the prospective Contractors. In signing the proposal, the Contractor shall give the individual, as well as the firm or corporate name. Copies of the printed form of proposal may be obtained from the Bureau of Procurement, Fleet and Asset Services of the Department of Finance, Room 502, City-County Building, Pittsburgh, Pennsylvania. Please do not redesign the attached sheets of this proposal. All should be returned as single sided sheets.

11. **ALTERATIONS/CORRECTIONS.** Any alteration, erasure, addition to or omission of required information, change of the specifications or bidding schedule, is made at the risk of the prospective contractor and may result in the rejection of the bid, unless such changes are authorized by the specifications.

12. **EXECUTION OF BIDS** - Bids are to be executed, by the following persons:

I. **CORPORATION** - The President or Vice President, and one of the following:

Secretary, Treasurer, Assistant Secretary or Assistant Treasurer.

If a bid is executed by any other person, a power of attorney, a copy of the bylaws, or a resolution of the Board of Directors documenting the authority of that person to sign the bid must be accompanied by the bid. The power of attorney, bylaw, or resolution must be certified by the Corporate Secretary as a true and correct copy, still in force as of the date of the execution of the contract.

II. **PARTNERSHIP** - At least one (1) of the partners.

III. **SOLE PROPRIETORSHIP** - The individual owner.

IV. **BUSINESS OPERATING UNDER A FICTITIOUS NAME** - Entities operating a business under a Fictitious Name must execute the contract in the name of the entity trading and doing business as the Fictitious Name.

13. **FINANCIAL SECURITY FOR BIDS (BID BONDS)** - Prospective Contractors on contracts with a value of Two Hundred Thousand (\$200,000) Dollars or more are required to file with their proposals financial security equal to Ten to Fifty percent (10% - 50%) of the total bid. This financial security shall be in the form of a bid bond, certified check or letter of credit. In order to be acceptable as financial security, a bid bond must be issued by one or more surety companies legally authorized to do business in Pennsylvania which retain as capital no less than the amount of the issued bond and said bond must be in form approved by the City of Pittsburgh. If the bonding company executes the bond through an attorney-in-fact, a Power of Attorney showing authority to act must accompany the bond.

14. **PERFORMANCE BOND** - Financial security shall be further required to insure faithful performance of the work provided for in the contract and to indemnify and save harmless the City from all liens, charges, claims, demands, losses, costs and damages of every kind and nature, whatsoever, except as is otherwise provided in said contract.

15. **SERVICE CONTRACTS; REDUCTION IN PERFORMANCE SECURITY** - In the case of service contracts where the City holds certified checks or a letter of credit as security for performance, the Director of the Department of Finance may approve reduction in the amount of the security over the term of the contract; provided, however, that at no time shall the amount of the security for performance be less than ten percent (10%) of the cost of the contract.

16. **FINANCIAL SECURITY FOR PERFORMANCE AND LABOR AND MATERIAL INDEMNITY** - For public works contracts exceeding Five Thousand (\$5,000.00) Dollars, the successful Contractor shall furnish financial security equal to One Hundred Percent (100%) of the contract amount conditioned upon the faithful performance of the contract. The successful Contractor shall further provide financial security equal to One Hundred Percent (100%) of the contract amount for the protection of claimants supplying labor or materials to either the prime contractor or any subcontractor for work performed in furtherance of the contract. These financial securities must be in forms acceptable to the city.

17. **EXECUTION OF FINANCE SECURITY** - Any financial security furnished shall be an original, fully executed by both the prospective Contractor and the surety or sureties in ink and shall be in a form acceptable to the City. Where the prospective Contractor is a corporation, the security shall be signed by two officers of the corporation who have been duly authorized to do so by appropriate action of the corporation, and the seal of the corporation shall be affixed. Where the prospective Contractor is an individual or individuals, the security shall be signed by the individual or individuals affixing the signature to the bid. Changes or additions to bid security or to the signatures thereon may not be permitted after the opening of bids.

18. **CONTENTS OF BID AND PERFORMANCE SECURITY -**

- A. The financial security submitted to the City *must* be the originally issued document, signed in ink.
- B. Both the name of the contractor and the name of the issuing financial institution *must* appear on the financial security.
- C. The name of the insured and the name of the contractor *must* be the same.
- D. The bid's title, contract number or description *must* appear in the financial security.

19. **INSURANCE (SERVICE CONTRACTS ONLY)** - For all contracts in which insurance is required, a certificate evidencing the following minimum insurance must be provided when award is made, unless otherwise specified:

- A. **GENERAL LIABILITY** Single limit of Bodily Injury and Property Damage Combined: \$500,000.00 each occurrence. \$1,000,000.00 aggregate.
- B. **CITY OF PITTSBURGH** must be listed as "Additional Insured" on the insurance certificate.
NOTE: The name(s) of the insured on the certificate must be the same as the name(s) of the Contractor listed on the bid document.
- C. Insurance coverage must be an "OCCURRENCE POLICY". "Claims Made" policies are *unacceptable*.
- D. **WORKERS' COMPENSATION STATUTORY LIMITS.**
- E. **AUTOMOTIVE LIABILITY INSURANCE - MINIMUM REQUIREMENTS:**
\$500,000 for each individual occurrence and \$1,000,000 in aggregate coverage.

Insurance must be maintained in full force and effect throughout the term of the contract. If insurance must be renewed during the term of the contract, the new certificate of insurance must be forwarded to:

Bureau of Procurement, Fleet and Asset Services
Department of Finance
5th Floor, City-County Building
414 Grant Street
Pittsburgh, PA 15219

Failure to provide and renew such insurance as required shall be deemed a material breach of contract and shall be a basis for immediate termination of the contract. The insurance requirements of this provision shall be in addition to any other insurance requirements of the contract.

20. **FICTITIOUS NAME REGISTRATION** - Where a fictitious name is use certificate must be attached showing that the fictitious name is duly registered with the state.

21. TAX STATUS OF CITY - The City of Pittsburgh is exempt from all Federal Excise and Transportation Taxes, and the Pennsylvania Sales and Use Tax for purchase of tangible personal property. Therefore, a prospective Contractor should not include any such taxes in its calculations, or in the prices bid. A Pennsylvania Sales Tax Blanket Exemption Certificate is available, upon written request, from the Bureau of Procurement, Fleet and Asset Services of the Department of Finance. Only a Sales Tax Blanket Exemption Certificate will be issued by the City. Thus, if necessary to claim and secure exemption, a Sales Tax License issued by the Commonwealth of Pennsylvania, Department of Revenue will be required of the successful contractor. However, if the prospective Contractor determines that certain taxes are properly payable by, the City, the contractor must include such costs in its calculations of bid prices. The City will not be responsible or liable for the payment of any of the aforesaid taxes, or any other tax paid or payable by the contractor, unless specifically stated in bid. Nothing in this paragraph is meant to exempt a construction contractor from the payment of Sales Tax or Use Tax required to be paid by law with respect to its purchase or use of tangible personal property used or transferred in connection with the performance of a construction contract.

22. BUSINESS PRIVILEGE TAX - By entering into this agreement with the City of Pittsburgh, contractor agrees that all gross receipts generated through the provision of services hereunder shall be subject either to the City of Pittsburgh's gross receipts taxes (i.e., business privilege tax, institution and service privilege tax) or to a payment in lieu of taxes (PILOT) as described hereafter, whichever is applicable. In the event that contractor is not subject to one of the two gross receipts taxes identified above, contractor shall nevertheless make a PILOT payment to the City Treasurer equal to the amount of tax which would be due and owing if contractor were subject to one of said gross receipts taxes. Any such PILOT payment shall be made annually, in the same manner as the gross receipts taxes, and interest and penalty shall accrue on any balance not paid when due at the rate in effect for said taxes. No deductions from gross receipts may be taken with respect to any amounts paid to subcontractor(s) or material suppliers. No deductions can be made for taxes paid to other localities for services performed under this contract or any sub-contract(s).

When the performance of a contract requires the hiring of subcontractor(s), such contract(s) with all subcontractors must incorporate a requirement that the subcontractor(s) pay the business privilege tax, the institution and service privilege tax or a PILOT, whichever is applicable, regardless as to whether the subcontract was initiated by the contractor or the City. Failure to include such provision shall subject the contractor to the amount of gross receipt tax, or PILOT payment, that would have been due from the subcontractor(s) if this provision had been included.

The City Treasurer shall provide a method of registration and applicable forms for filing. Contractor shall provide a list of all subcontractors to the City Treasurer. The list shall include (1) Legal Name; (2) Business Name; (3) Federal Identification Number; (4) Mailing Address; (5) E-mail address; (6) Local Address, if any; (7) Business Phone Number; (8) Name of Officer or Owner Signing the Contract; (9) Monetary Value of the Contract. When (a) subcontractor(s), in turn, employ (a) subcontractor(s), they shall be bound by the same rules as a general contractor.

23. MERCANTILE TAX RETURN - For successful Contractors selling goods, wares or merchandise under the terms of this contract, whose place of business is located inside the City: receipts generated by this contract should be included as part of gross income and reported on the Mercantile tax return.

24. **FIRM PRICE BIDS** - The City cannot allow escalation of prices during the contract term. All contracts are for fixed prices. Such statements as "interest charges applied on accounts 30 days or older" or "prices subject to revision" are considered escalation clauses. Any reference in documents submitted with the bid which indicates that the prices are not firm may be cause for rejection of the bid.

25. **PAYMENT DISCOUNTS** - In determining the low bid, the City will not consider payment discounts quoted by the prospective contractors. However, the City will apply payment discounts offered by the successful bidder in the proposal to payments made in relation to the contract when appropriate. The terms of payment discounts offered by the successful contractor must be clearly stated on each invoice submitted to the City in regard to this contract.

26. **ANTI-DISCRIMINATION** - Contractor shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job related handicap, or sexual orientation. Contractor shall comply with the applicable provisions of the PITTSBURGH CODE OF ORDINANCES, Title Six - Conduct Article V Discrimination, and any amendments thereto. Contractor also shall comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. Contractor shall incorporate in any subcontracts which may be permitted under the terms of the contract, a requirement that said subcontractors also comply with the provisions of this section.

27. **MBE/WBE SOLICITATION AND COMMITMENT** - It is the City's goal to encourage increased participation of women and minority groups in all City contracts. The City, therefore, requires that all prospective Contractors demonstrate good faith efforts to obtain the participation of minority-owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs") in work to be performed under City contracts. In order to demonstrate this good faith commitment, all prospective Contractors are required to complete and submit with their bids either an MBE/WBE Solicitation and Commitment Statement, which details the efforts made by the prospective Contractor to obtain such participation, or an MBE/WBE Commitment Waiver Request which details why no MBE/WBE participation could be obtained. Failure to submit either an MBE/WBE Solicitation and Commitment statement or an MBE/WBE Commitment Waiver Request will result in rejection of the bid.

- A. Bids for \$10,000.00 or more must be accompanied by either an MBE/WBE Solicitation and Commitment statement or an MBE/WBE Commitment Waiver Request.
- B. On contracts over \$75,000.00, final payment will be retained by the City at least until all work is performed under the contract and the contractor submits a final report to the City detailing the actual levels of MBE and WBE participation, as well as explaining any failure to meet MBE and WBE 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 City's request.
- C. On contracts for \$75,000.00 or more, the performance security will be retained by the City at least until all work is performed under the contract and the contractor submits a final report to the City detailing the actual levels of MBE and WBE participation as

well as explaining any failure to meet MBE and WBE goals which had been stated in the contractor's previously submitted MBE/WBE Solicitation and Commitment Statement. The report must be submitted within thirty (30) days after the City's request.

- D. On construction contracts over \$250,000.00, the contractor may comply with stated MBE/WBE goals through the employment of twenty-five percent (25%) minority and ten percent (10%) women employees in construction related jobs.

28. **MBE/WBE REPORT** - By entering into a contract with the City, the prospective Contractor shall be required to submit a final report, within thirty (30) days of the City's request, 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 Solicitation and Commitment Statement will be explained in the final report. Failure to make a good faith effort to meet the goals stated in the MBE/WBE Solicitation and Commitment Statement may be considered a material breach of the contract resulting in debarment from participation in future City contracts.

Please note that final payment under the contract can be withheld for failure to submit a MBE/WBE report.

29. **PAYMENT OF TAXES AND SET-OFF** - Contractor warrants that any and all taxes or municipal claims that may be payable to the City of Pittsburgh by Contractor are current and not delinquent. If the City determined that there is an outstanding delinquency, that delinquency must be satisfied before a contract will be awarded to the delinquent Contractor. If any taxes or municipal claims become delinquent or owing during the term of this agreement or prior to final payment by City, Contractor hereby grants City the right to set-off that indebtedness against any amounts owing to contractor under the terms of this Agreement. If, at any time, the Contractor fails (or has failed) to enter into any contract awarded by the City, the City expressly reserves the right to recoup any and all costs associated with rebidding or reawarding of any contract awarded to this Contractor to another vendor. City reserves the right to apply set-off payments in whatever manner it deems appropriate.

30. **CONTRACT NOT TO BE AWARDED TO PERSONS IN ARREARS TO CITY** - No contract will be awarded to any corporation, firm or individual who is, for any reason, in arrears to the City 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.

31. **CONTRACTOR TO BE QUALIFIED AND RESPONSIBLE** - Before the Contract is awarded, prospective Contractors must satisfy the City that they have the requisite organization, capital, plant, ability and experience to satisfactorily perform the work under this contract in accordance with the terms and conditions of the contract and in conformity with the best modern practices and industry standards.

32. **COLLUSION BETWEEN BIDDERS** - If the City forms a reasonable belief that a prospective Contractor is interested in more than one proposal for the same item, that is sufficient cause for rejection of all proposals in which collusion between bidders is suspected.

33. **AGREEMENT - WHEN TO BE SIGNED** - The corporation, firm, or individual to whom the contract is awarded will be required by the Director of the Department of Finance to sign the Articles of Agreement (page 15), prior to the submission of the completed bid package. Failure to sign the Articles of Agreement will render the bid non-responsive. All other required documents must be signed and submitted within fifteen (15) days of the bid opening.

34. **REJECTION OF BIDS** - The City reserves the right to reject, for any reason, any or all bids if it is in the best interest(s) of the City to do so.

35. **PAYMENT** - It is the intent of the City to pay all invoices resulting from purchases under this contract in forty-five (45) calendar days from invoicing. The City CANNOT pay any INTEREST CHARGES or LATE PAYMENT CHARGES. Any inclusion of such charges may disqualify the proposal from award consideration and/or will be disregarded by the City.

36. **AWARD** - Award shall be made to the lowest *responsible* bidder on an item by item or low total basis as the City determines is in its best interests. Bidders should be mindful that the lowest-priced bidder may not be the lowest *responsible* bidder.

37. **CITYWIDE PURCHASES** - The award of this contract shall be such that any City department may purchase from it at the prices stipulated. The successful Contractor will be required to follow any or all Departmental invoicing procedures. Also, the successful Contractor will be required upon request, if the contract is formulated by the hourly rate and cost plus method, to submit information with its invoice(s) that will substantiate the charges indicated on the invoice(s) in regard to the contract.

38. **NON-EXCLUSIVITY** - The City reserves the right at its sole discretion to utilize other contracts (such as Commonwealth of Pennsylvania or County of Allegheny contracts) for the services or commodities as described herein. The City also reserves, at its sole discretion, the right to bid separately any service or commodity that may be included in this contract.

39. **NOTICE OF AWARD** - Regardless of any notification of award to any prospective Contractor, all bids remain open and acceptable by the City for sixty (60) days from the bid opening date. Nothing in this paragraph is to be considered a waiver of the City's rights against a prospective Contractor who fails to execute a contract once it is awarded.

40. **COMPLIANCE WITH PENNSYLVANIA "RIGHT TO KNOW" LAW; SUPERFUND** - The City of Pittsburgh is obligated to comply with the Pennsylvania Worker and Community Right to Know and Superfund Amendments and Reauthorization Act ("SARA") Title III laws. Successful Contractors, where applicable, must submit a Material Safety Data Sheet ("MSDS") for all chemicals that the City purchases from this contract.

Submit all Material Safety Data Sheets to:

Department of Finance
Bureau of Procurement, Fleet and Asset Services
Room 502, City-County Building
414 Grant Street
Pittsburgh, PA 15219

41. **PRICE LISTS AND CATALOGUES** - When price lists are required for a proposal, price lists are submitted with the bid for the sole purpose of providing an audit reference for the various items on the price list and the manufacturer's price for each item. Price list pricing, as the price list and pricing is stated in the contract, will remain firm for the duration of the contract regardless of manufacturers' price list changes that may occur during the term of the contract, unless otherwise agreed in the contract. Any reference, which may appear on any price list, to any terms and conditions, such as F.O.B. shipping point or prices subject to change, will not be part of any contract with successful bidders and will be disregarded by the City of Pittsburgh. Any attempts to enforce such terms and conditions will be considered a material breach of the contract and may result in termination of the contract. Contractors agree to supply the using Departments of the City of Pittsburgh with copies of additional catalogues and price lists as requested.

42. **LOCATION OF WORK** - Service and commodities may be required or deliverable anywhere in the City of Pittsburgh. In the case of Allegheny County's use of this contract services/commodities may be required or deliverable anywhere in Allegheny County. Prospective Contractors are to understand that work may be required anywhere in the City of Pittsburgh, and shall bid accordingly.

43. **SCOPE OF CONTRACT** - This contract will include all necessary repair, maintenance, and minor extension work as described elsewhere herein, which cannot be properly estimated or planned in advance, or which may be of any emergency nature. The Director of the Department authorizing the work to be done under this contract shall be the sole judge of repair or maintenance or minor extension work to be carried out under this contract, and shall direct same, and the successful Contractor agrees to accept such decisions as final and binding and further agrees that nothing in this contract binds the City to carry out all work of this nature under the terms of this contract, but agrees that exceptions may be made and that the City may enter into other contracts for specific work for which plans and/or specifications are separately provided.

44. **QUANTITY OF ITEMS/WORK CONTINGENT UPON NEEDS** - It is hereby agreed that the City of Pittsburgh does not in any way guarantee or imply the amount of work, services, or commodities which may be required under this agreement. It is also mutually understood between the parties to this agreement that needs cannot be forecast. The intent of this proposal, and the subsequently awarded contract (if any be entered into), is to determine the lowest responsible bidder who will be able, willing, and ready to furnish proper materials, qualified persons, and/or efficient service(s) as required under this contract. No liability shall attach to the City for any decision: (a) to limit the work under the contract; (b) to decline to award the contract; or (c) to decline to order any work to be performed under an awarded contract.

45. **SUPERVISION AND INSPECTION** - The Contractor further agrees that the work shall be at all times under the immediate supervision of the Director, who shall at all times have free access to all parts of the work and all places where materials for the same are prepared, and shall have every facility made available for the proper inspection of (a) all materials used in, and (b) workmanship executed for the work under this contract. It is expressly understood and agreed that the inspection of the work and materials by the Director will in no way diminish the responsibility of the Contractor, or release him/her from the Contractor's obligation to perform and deliver to the City sound and satisfactory work. It is further agreed that the Contractor shall obey orders of the Director and by all persons employed on the work.

46. **WORK UNNECESSARILY DELAYED** - Contractor agrees that, if at any time the Director shall be of the opinion that the work or any part of it is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this contract, or is executing the contract in bad faith, the Director shall have the power to notify Contractor to discontinue all or any part of the work under this contract. Contractor shall then cease work as notified, and will not be entitled to further compensation. The Director shall have the power to place such and as many persons as s/he may deem necessary, the same to be employed by contract or otherwise, to work at and complete the work, and to use such materials as s/he may find upon the work site, or to procure other materials for the completion of the work and to charge the expense of said labor and materials to the Contractor. Any expense so charged shall be deducted from and paid by the City, out of such moneys as may then be due or at any time there after may become due to the Contractor under and by virtue of this agreement. In case such expense shall exceed the sum which would have been payable under this contract, if Contractor had satisfactorily completed the work, the Contractor, their executors, administrators, or assigns shall pay the amount of such excess to the City, on notice of Director of the excess due.

47. **FAILURE TO PERFORM CONTRACT** - If the contractor fails to perform any of the elements of the contract, the City shall have the right to purchase such materials or supplies from other sources, and to charge to the contractor or the contractor's sureties any and all expenses arising from the necessity of purchasing materials or supplies, including any excess in price over the prices fixed in the contract. Contractors must remove rejected deliveries within the time specified on a written notification of rejection from the Director of the Department of Finance and/or the Controller. Rejected material left longer than 30 days will be deemed *abandoned* and the City shall have the right to dispose of such rejected materials as it alone deems appropriate. For perishable foodstuffs, no written notice of rejection will be given; it will be incumbent on the contractor immediately to remove or replace rejected merchandise on verbal notice from the City.

48. **CONTRACTOR TO SUSTAIN ALL LOSSES** - It is agreed that all loss or damage arising out of the nature of the work to be performed under this contract, or any damages to the work itself, for any unforeseen obstruction or difficulties which may be encountered in the performance of the work or from the action of the elements, or from any cause whatsoever, shall be sustained and paid for by the Contractor until the same shall have been finally accepted and final payment made.

49. **CONTRACTOR RESPONSIBLE UNTIL WORK IS COMPLETED** - The Contractor further agrees to assume charge of and be responsible for the entire work until completed and accepted by final payment; and that s/he will personally supervise the faithful performance of the work, and that s/he will keep it under Contractor's exclusive control. In case of absence, the Contractor will designate a competent representative to continue such supervision of the work uninterrupted, and such representative shall receive orders and instruction as appropriate from the Director, and enjoy full authority to execute any such Director's orders and to supply materials, tools and labor without delay.

50. **COMPENSATION** - Contractor hereby further agrees that his/her full compensation for furnishing all the required materials, labor, tools, equipment, etc., for the proper execution and completion of the whole of the work, and/or service to be performed under this agreement, will be the amount(s), as set forth in this agreement.

51. **TRAVEL TIME** - It is understood and agreed that time spent in travel between the Contractor's shop or headquarters and the job site, time spent in travel from job to job, or any other travel time shall not be included as a direct charge under the terms of this contract. The Contractor shall claim compensation to be due and payable only for such time Contractor's employees are actively performing the work, and no other charge(s) for time will be considered.

52. **USE OF TRADE NAMES** - The use of a name of a manufacturer, or of any special brand, model or make in describing an item or the use of detailed descriptive specifications pertinent thereto, does not restrict bidders to that manufacture or specific article of such detailed descriptive specifications. This means or method being used is simply to indicate the character or quality of the article desired; but the article on which bids are submitted must be of such character, quality and design as will serve the purpose which it is to be used for equally as well as that specified, and must be the equal of the article described and equally suitable to the needs of the City. If bidding on other than the make, model or brand specified or such detailed descriptive specifications therefore, the manufacturer's name and catalogue reference, together with specifications therefore, must be given or other information given (CLEARLY STATED ON THE PROPOSAL OR BID SHEET IN EVERY INSTANCE) to enable the Director to determine its suitability, or otherwise. The City reserves the right, through the Director of the Department of Finance to be the sole judge in such determinations. WHEN NO REFERENCE IS MADE BY THE BIDDER TO THE MAKE OR GRADE PROPOSED TO BE FURNISHED, IT IS UNDERSTOOD THAT THE SPECIFIC ARTICLE NAMED IN THE PROPOSAL OR BID SHEET WILL BE FURNISHED.

53. **INDEMNIFICATION - CONTRACTOR** - hereby agrees to indemnify, save and hold harmless, and defend CITY, its officers, agents and employees from and against all liens, charges, claims, demands, losses costs, judgments liabilities, and damages of every kind and nature whatsoever, including court costs and attorney's fees arising by reason of: the performance by CONTRACTOR of any services under this Agreement; any act, error or omission of CONTRACTOR or of an agent, employee or licensee of CONTRACTOR or subcontractor of CONTRACTOR; and any breach by CONTRACTOR of any of the terms conditions or provisions of this Agreement.

54. **MONITORING AND EVALUATION** - All services provided under this agreement shall be subject to monitoring and evaluation by City or its authorized representatives. Contractor shall supply City with written reports on program activity, in a form approved by City, as City may, from time to time, require. Contractor shall provide City with such additional information and data as may be periodically required by federal or state authorities, or by City itself. Authorized representatives of City shall have access to the books and records maintained by Contractor with respect to any services or materials provided to City pursuant to this Agreement at all reasonable times and for all reasonable purposes, including, but not limited to, inspecting and copying any books, records, computer disks, memoranda, checks, correspondence or other relevant documents. All such aforementioned records shall be preserved by Contractor for a period of three (3) years after the termination of this Agreement.

55. **CONTRACTOR THOROUGHLY INFORMED AS TO WORK** - Contractor hereby affirms that s/he has read each and every clause in the advertisement, Information to Prospective Contractors, specifications and agreements relating to this work and fully understands the meaning of each, and hereby agrees that s/he will comply with all the terms, covenants and agreements herein set forth; and that s/he fully understands the character of the work to be performed under this contract.

56. **SETTLEMENT OF DISPUTES** - It is expressly covenanted and agreed that in the event of a disagreement or controversy arising between the Contractor and the Director as to the interpretation, specifications, or proper execution of this contract, or as to settlement thereunder, or in the event any disagreement, as to any dispute under this contract or the work involved, such dispute shall be brought immediately to the Director's attention in writing. The Director shall decide upon the dispute and such decision shall be final and conclusive, as to all matters in controversy, without exception or appeal, and all right(s) of action at law, in equity or otherwise, under and by virtue of this contract are hereby expressly waived.

57. **ASSIGNMENT; SUBCONTRACTING** - Contractor shall not assign this contract or any right to monies to be paid hereunder without the written consent of City. None of the services covered by this contract shall be subcontracted without the prior written approval of City. It is further agreed that no subcontract, if consented to, shall under any circumstances relieve the Contractor of any liabilities and obligations under this Contract, and should any subcontractor fail to perform the work undertaken in a satisfactory manner, such subcontract must be terminated immediately and ended by the Contractor upon notice of the Director so to do.

58. **HOME RULE CHARTER: LIABILITY OF CITY** - This contract is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of CITY thereunder is limited to amounts authorized by Resolutions of Pittsburgh City Council.

59. **PREVAILING WAGE ORDINANCE** - The Contractor agrees that Section §161.16(e) of the PITTSBURGH CODE OF ORDINANCES, stating that the Contractor shall pay at least the applicable prevailing wages as shall have been determined by the Secretary of Labor and Industry to the workers employed in the performance of any contract for public work subject to the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the regulations issued pursuant thereto, and all supplements and amendments thereto, shall be made a part of this contract as fully as if attached hereto, and that s/he will comply in all respects with the provisions thereof, insofar as the same affects this contract.

60. **ANTI-SWEATSHOP PROVISIONS** - Contractor will be required to submit an executed statement of compliance as required by Pittsburgh Code §161.02(b)(4), which certifies that nothing has come to its attention that would lead it to believe that any of the goods/products provided herein were made under sweatshop conditions. Goods/Products are NOT made under sweatshop conditions if all of the conditions listed in Section §161.02(e) of the Pittsburgh Code apply in the manufacturing facility in which the goods/products are made.

If the City is presented with information that would lead the City to reasonably believe that the Contractor or its suppliers may be obtaining goods or products for sale, re-sale, lease or rental to the City that were made under sweatshop conditions, upon request of the City, Contractor shall disclose information, data and materials reflecting Contractor's practices as they pertain to the procurement and manufacturing of goods/products in compliance with the Anti-sweatshop provisions of Pittsburgh Code Section §160.02.

61. **WORKERS COMPENSATION** - Contractor hereby agrees to perform the work described in this contract in accordance with the Articles of Agreement, and further certifies that it has accepted the provisions of the Worker's Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this contract is concerned, and that it has insured its liability thereunder in accordance with the terms of the said Acts, as evidenced by the certificate of insurance it has caused to be attached hereto, or will file with the DIRECTOR OF THE DEPARTMENT OF FINANCE, before the execution of this contract, a certificate of exemption form for insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry.

62. **COMPLIANCE WITH LAWS** - Contractor shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations, which are or should be applicable to any work performed under this contract.

63. **GOVERNING LAW** - The contract that is formed subject to these articles of Agreement will be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

64. **DEBARMENT** - Contractor warrants that it is not prohibited from entering into this Contract with the City by reason of disqualification under subsection (b) of Section §161.22 of the Pittsburgh Code. An affidavit certifying compliance with this Section is attached hereto as an Exhibit and incorporated into and made a part of this contract.

65. **STATEMENT OF AFFILIATIONS** - Contractor hereby files a Statement of Affiliations with the City, attached hereto as an Exhibit, in compliance with Section §197.08(c) of the Pittsburgh Code.

66. **TERMINATION** - City may terminate this contract at any time, without cause or liability, by giving Contractor thirty (30) days advance written notice of its intention to terminate.

67. **OPTION TO EXTEND** - the City of Pittsburgh, Department of Finance, in cooperation with the successful contractor(s) in regard to this contract, reserves the right to extend this contract for up to 60 days after the indicated expiration date as described in this contract. This mechanism would be utilized in the event that a lapse in the current contract occurs before a new contract can be established for the goods or services indicated on the contract. When applicable, an extension notice will be issued defining the exact extension of the contract; all other terms and conditions of the extended contract will remain in full force and effect.

It is agreed by the parties hereto that there is no other consideration, favors, promises, or interest passing between the parties other than what is expressly stated in this contract.

IN WITNESS WHEREOF, this contract is signed this 17th day of Aug. 20 07.

CONTRACTOR: ALPHA OUTFITTERS, LLC

Tamara Capper
Luis Kolouch

SECRETARY - TREASURER

Luis Kolouch
Luis Kolouch

PRESIDENT - VICE PRESIDENT (SEAL)

CITY OF PITTSBURGH: PROPOSAL NO. B-315-07

Renard Komersted
PROCUREMENT SERVICES
COORDINATOR

Scott Kunka
DIRECTOR, FINANCE

Examined By:

Contract Approved As To Form:

Stephanie G. Spaulding
ASSISTANT CITY SOLICITOR


ACTIVE

Anne K. Hente
CITY SOLICITOR

COUNTERSIGNED BY CONTROLLER'S OFFICE and executed this 20 day of Sept, 20 07.

46696

Approved as to form
Dickie, McCamey & Chilcote, PC
Solicitor to the Controller,
City of Pittsburgh

Dave J. Austuff


* countersigned _____
The liability of the city of Pittsburgh under the terms of
contracts is expressly limited to the amount of money which is
appropriated from time to time by said City for the payment thereof,
and it is not a binding contract until this condition is fulfilled.
This Contract is Countersigned subject to the foregoing
condition.
Anthony J. [Signature]
City Controller or Deputy City Controller

COMMONWEALTH OR STATE OF

PENNSYLVANIA)

SS:

COUNTY OF ALLEGHENY)

AFFIDAVIT OF CONTRACTOR
UNDER PITTSBURGH CODE §161.22 (f)

BEFORE ME, the undersigned authority, personally appeared
LOIS KOLARIK who, being duly sworn according to law,
and under penalty of perjury, deposes and says that neither (s)he nor,
to the best of his/her actual, knowledge, information or belief, the
company, corporation, partnership ("Contractor"), or any affiliated
individual is prohibited from entering a bid or participating in a CITY
of Pittsburgh contract by reason of disqualification as set forth at
Pittsburgh Code §161.22 (b).

Lois Kolarik
Name:
Title: President / Owner

SWORN TO and subscribed

before me this 30th day

of May 2007.

Gloria J. Fritz
Notary Public
(SEAL)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Gloria J. Fritz, Notary Public
Carnegie Boro, Allegheny County
My Commission Expires Dec. 8, 2009

STATEMENT OF AFFILIATIONS
Exhibit "1"

1.

ALPHA OUTFITTERS, LLC

Name of Contractor

3327 WEST CARSON ST. PITTSBURGH, PA 15204

412-670-0858

412-331-5990

Office Address and Phone Number

2. List your qualifications and experience for performance of the contract

EXPERIENCE IN INSTALLATION OF EMERGENCY
VEHICLES, INCLUDING RADIO, LIGHTBARS, CAGES,
MOT'S, DECALS, ETC.

3. Please give a brief description of any contractual or business relationships you have had with the City within the past three years. Please include the dollar value of the contract or business relationship.

INSTALLED MOT'S IN APPROXIMATELY 30
PITTSBURGH POLICE VEHICLES THROUGH
VICTORY SECURITY, DOLLAR VALUE IS \$11,791.⁰⁰

4. Please identify the contractor's principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the contractor is a public corporation, the officers, the members of the board of directors, and shareholders holding more than three (3) percent of the corporate stock

100% OWNED BY LOIS KOLARIK
3100 FARONIA STREET
PITTSBURGH, PA 15204

Additional pages may be attached to complete the information herein requested.

**DEPARTMENT OF FINANCE
REGULATIONS AGAINST SWEATSHOP CONDITIONS**

WHEREAS, pursuant to Pittsburgh Code § 161.02, contracts are to be awarded, with certain exceptions, to the lowest responsible bidder; and

WHEREAS, the term "lowest responsible bidder" has been amended to include a requirement that the bidder has not obtained any good or products that are to be offered for sale, lease, rental or consignment to the City, which were made under sweatshop conditions; and

WHEREAS, the City is committed to rejecting any proposal that clearly violates these standards, thereby requiring the following certification in order to execute any contracts for goods, products or services that may involve the incidental provision of goods/products for sale or loan; and

WHEREAS, the City is further committed to ensuring that all City contractors continue to adhere to the City's Anti-sweatshop policies throughout the duration of their contract(s) with the City.

The undersigned officer/proprietor of the below contractor hereby certifies that nothing has come to his/her attention that would lead him/her to believe that any of the goods/products provided herein were made or provided under sweatshop conditions. Good/products are NOT made under sweatshop conditions if all of the conditions set forth in § 161.02(e) of the Pittsburgh Code are applicable in the manufacturing facility in which the goods/products are made.

If it is discovered subsequent to the execution of this contract that any firms that the undersigned contractor may use to provide the goods/products herein no longer adhere to these requirements, the undersigned contractor will immediately notify the City of Pittsburgh (the "City"). The City, at its sole discretion, may require the contractor to replace those portions of the contract which fail to meet the requirements of the Code.

WITNESS/ ATTEST:




Signature of officer/proprietor

LOIS KOLARIK

Print/type name above

PRESIDENT

Title of corporate officers/proprietor



Signature of witness/corporate secretary

Richard Hinch / LOIS KOLARIK

Print/type name above

Corporate Secretary / Owner

Title of corporate officers/proprietor

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
P.O. BOX 9003
HOLTSVILLE NY 11742-9003

001501.354337.0006.001 1 MB 0.326 530

ALPHA OUTFITTERS LLC
LOIS KOLARIK MBR
416 WASHINGTON AVENUE
CARNEGIE PA 15106

Date of this notice: 01-19-2007

Employer Identification Number:
20-8215221

Form: 55-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 20-8215221. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, please use the label we provided. If this isn't possible, it is very important that you use your EIN and complete name and address exactly as shown above on all federal tax forms, payments and related correspondence. Any variation may cause a delay in processing, result in incorrect information in your account or even cause you to be assigned more than one EIN. If the information isn't correct as shown above, please correct it using tear off stub from this notice and return it to us so we can correct your account.

Based on the information from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/15/2008

If you have questions about the form(s) or the due date(s) shown, you can call or write to us at the phone number or address at the top of the first page of this letter. If you need help in determining what your tax year is, see Publication 536, Accounting Periods and Methods, available at your local IRS office or you can download this Publication from our Web site at www.irs.gov.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination on your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue.)

10/26/07

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