



## INVITATION FOR BID

2026-IFB-116

## STORM SEWER CLEANING EQUIPMENT AND RENTAL

City of Pittsburgh  
City-County Building  
Pittsburgh, PA 15219

RELEASE DATE: June 18, 2026

DEADLINE FOR QUESTIONS: July 3, 2026

RESPONSE DEADLINE: July 20, 2026, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/pittsburghpa>

City of Pittsburgh  
INVITATION FOR BID

Storm Sewer Cleaning Equipment and Rental

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## 1. Introduction

### 1.1. [Summary](#)

The City of Pittsburgh Office of Management and Budget, on behalf of the Department of Public Works, is soliciting bids from qualified firms for Storm Sewer Cleaning Equipment and Rental.

### 1.2. [Contact Information](#)

**Matthew Marshman**

Sourcing Specialist

414 Grant Street

Suite 502

Pittsburgh, PA 15219

Email: [matthew.marshman@pittsburghpa.gov](mailto:matthew.marshman@pittsburghpa.gov)

Phone: [\(412\) 715-3489](tel:(412)715-3489)

**Department:**

Public Works

### 1.3. [Timeline](#)

<b>Release Project Date</b>	June 18, 2026
<b>Question Submission Deadline</b>	July 3, 2026, 5:00pm
<b>Bid Submission Deadline</b>	July 20, 2026, 2:00pm
<b>Question Submission Method</b>	All questions shall be submitted via "Q&A" feature on OpenGov.
<b>Bid Opening (Non-Mandatory)</b>	July 20, 2026, 3:00pm  Office of Management & Budget Bureau of Procurement 414 Grant Street, Room 502 Pittsburgh, PA 15219  Bids will be publicly opened in the presence of a Sourcing Specialist and a representative from the Office of the Controller, or their designee.

<b>Period of Contract</b>	August 1, 2026 through July 31, 2028 with two, one-year options to renew.
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## 2. BID TERMS AND CONDITIONS

### 2.1. Definitions

The following definitions apply in the Contract. Whenever the [context may require](#), any pronouns used herein [include](#) the [corresponding masculine](#), feminine or [neuter forms](#), and the [singular form of nouns and pronouns](#) include the [plural](#), and [vice versa](#).

Advertisement: This Invitation for Bid document including all terms and conditions.

Award: The City's written acceptance of a Bid as from the lowest responsive, responsible Bidder.

Bid: Offer of a Bidder returned in response to the Advertisement.

Bidder: Any individual, firm, partnership, corporation, or joint venture, including all subsidiaries, submitting a Bid to the Advertisement.

City: The City of Pittsburgh including its departments and subdivisions.

Confidential Information: Any information that must be kept confidential by Bidder or Contractor.

Contract: The written agreement between the City and Contractor for Work in the Advertisement which incorporates, Advertisement, Specifications and all of the City's terms and conditions included therein.

Contractor: The awarded Bidder who has entered into the Contract with the City.

Disadvantaged Business Enterprise (DBE): A business owned or controlled by a majority of persons, including but not limited to members of minority groups, women, veterans, LGBTQIA+ people who are subject to racial or ethnic prejudice or cultural bias and which is certified by a third-party certifying organization.

Director: The City department director or designee designated by the Office to administer the Contract.

Drawings: Graphic and pictorial portions of the Work showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

Guarantee: Bonded assurance that Bidder will, upon Award, execute a Contract with all required bonds and insurance certificates within the timeframe required by the Advertisement.

Invoice: Request of payment by Contractor.

Office: The City Office of Management and Budget.

Opening: Date of Bid Opening listed in the Advertisement.

Project: The product toward which the Work is performed under the Contract.

Question Submission Deadline: Question submission deadline listed in the Advertisement.

Site: Area designated or to be designated under the Advertisement or the Contract where Contractor is to perform the Work.

Specifications: Directions, provisions, and requirements contained, or referenced, in the Advertisement or as designated under the Contract prescribing the requirements for performing the Work, or to the quantities and qualities of materials to be furnished or incorporated into the Work.

Work: All operations, materials, equipment, and labor required to complete the Project sought in the Advertisement.

## 2.2. SUBMISSION OF BID

- A. Bidder agrees that by submitting a Bid to the Advertisement, Bidder expressly agrees to abide and be bound by all terms and conditions herein.
- B. The Advertisement is a solicitation setting terms and conditions for Bid submissions only and is not by itself an offer to enter into a Contract for Work.
- C. All Bids must be submitted electronically in a form provided by the City. No Bids will be accepted in person, by U.S. Mail, by private courier service, via oral or email communication, telephone or fax transmission.
- D. A Bidder may only submit one (1) Bid in response to an Advertisement for Work.

## 2.3. EXECUTION OF BIDS

Bids are to be executed by the following persons:

CORPORATION – A corporate officer with authority to make binding agreements for the corporation. 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 accompany 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 Bid.

PARTNERSHIP - At least one (1) of the partners and in the case of limited partnership at least one (1) general partner.

SOLE PROPRIETORSHIP - The individual owner.

BUSINESS OPERATING UNDER A FICTITIOUS NAME - Entities operating a business under a fictitious name must execute the Bid and Contract in the name of the entity trading and doing business as the fictitious name.

## 2.4. BID MODIFICATIONS AND WITHDRAWAL

Bidder waives any right to modify or withdraw a submitted Bid, except as specifically provided herein.

- A. Prior to Opening, Bidders will be permitted to withdraw a submitted Bid if Bidder electronically withdraws the Bid prior to Opening. A Bidder will be permitted to modify a submitted Bid if Bidder withdraws its Bid and submits the modified Bid prior to the Bid Submission deadline.
- B. After Opening, Bidder may not withdraw a submitted Bid unless Bidder provides a written request within three (3) business days of Opening, and the City finds that Bidder's request presents credible evidence of an unintentional arithmetical error or an unintentional omission of a substantial quantity of

Work, labor, material, or services made directly in the compilation of the Bid. Errors in Bidder's judgment or general market volatility do not constitute the errors and omissions eligible for withdrawal hereunder.

## 2.5. REPORTING ADVERTISEMENT SPECIFICATION ERRORS

If Bidder identifies an alleged error in the Advertisement Specifications, Bidder must immediately email the Office contact identified in 1.2 above a description of the error. If an error is confirmed by the City, a bulletin will be sent to all Bidders.

## 2.6. CLARIFICATION

The City reserves the right to request clarification on any Bidder's Bid prior to Award. Bidder must provide written clarification and any requested documentation to the City (within five (5) business days) of the request, or by an earlier deadline conveyed by the City if so designated.

## 2.7. BIDDER EXAMINATION OF DOCUMENTS AND WORK SITE

A. Bidder warrants that Bidder has carefully examined the Advertisement, Specifications, and Site before submitting a Bid. The submission of a Bid will be considered proof that Bidder has made such examination and fully understands the conditions to be encountered; the character, quality, and quantities of Work to be performed; the material to be furnished; and the requirements of the Advertisement, Specifications, and Site.

B. Bidder's Bid must be inclusive of all costs arising from the Work in the Advertisement including but not limited to fees for non-City permits or special disposal requirements or costs of toxic materials, debris, or equipment. Expenses for foreseeable costs not listed in the Bid are borne by Contractor.

## 2.8. QUALIFIED, RESPONSIVE, AND RESPONSIBLE BIDDER

Bidders warrant that they are merchants dealing in the goods and Work described in the Advertisement, and that they are qualified and able to immediately perform all Work within the deadlines established in the Advertisement. Bidders shall, upon request, demonstrate that they possess the organization, plant, ability, knowledge, experience, skill, capital, stock, charters, licenses, permits, patents, and personnel necessary to satisfactorily perform all Work in accordance with the Advertisement and in conformity with the best modern practices and industry standards. If requested, within 3 business days the Bidder shall provide written response evidencing such qualifications and demonstrating ability to immediately perform all Work within the scope established in the advertisement.

B. Award will be made to the lowest responsive, responsible Bidder on an item by item or low-total basis as the City determines is in its best interests. Bidder understands that the lowest-priced Bidder may not be the lowest responsive, responsible Bidder and that the lowest-priced Bid does not entitle a Bidder to an Award.

C. A "responsible" bidder is defined as one who, in the assessment of the City, has the ability to perform the contract in accordance with the City's specifications, in a timely and workmanlike manner, has demonstrated compliance with applicable laws and a commitment to the ideal of equal opportunity for all citizens in its own employment practices as well as its use of vendors and subcontractors, has no history of fraudulent or irresponsible behavior in previous dealings with the City, and has not obtained

any goods or products offered for sale, lease, rental, or consignment to the City which were made under sweatshop conditions, as defined in Section 161.02(e) of the City Code.

D. A “responsive” bidder is defined as one whose bid meets all formal requirements listed in the Invitation For Bids (IFB). A non-responsive bid is a bid that doesn’t meet the formal requirements of an IFB. A bid may be considered non-responsive if it:

- i. Doesn't meet the mandatory submission criteria;
- ii. Omits material information (e.g., pricing information, required bid security, required licensing);
- iii. Doesn't adhere to the specified format;
- iv. Doesn't include all the required documentation (e.g., MWDBE/LGBTQIA+ Participation documentation required by Section 177A of the City Code); or
- v. Doesn't clearly state that the bidder can provide the requested goods or services.

E. The City reserves the right to contact bidders who have submitted a bid, but are found to be lacking required documentation. Upon notification of such deficiency, the bidder shall have three (3) business days to submit the necessary documentation. Failure to provide the required documentation within the specified timeframe shall result in disqualification of the bid as non-responsive. All submitted documentation must bear a date prior to the bid closing date; any documentation that is not properly dated will be deemed unacceptable and will result in the bid's disqualification as non-responsive.

F. Bidder agrees that upon notice by the City of an Award, Bidder must within ten (10) business days after receipt of the City’s agreement enter into a Contract with the City. If Bidder fails, refuses, or neglects to return an executed Contract, all required bonds, and all required insurance certificates, in such time, the amount of Guarantee will be forfeited and retained by the City as liquidated damages for such neglect, refusal or failure. Further, the City expressly reserves the right to recoup any and all actual costs associated with re-advertising or re-Award of the Contract that are not otherwise recovered through the Guarantee.

G. The bidding process shall be competitive. In the event that only one vendor is deemed responsive and responsible to a solicitation, the City reserves the right to re-issue a solicitation (rebid) without opening the cost proposals to allow for a competitive process. Under these circumstances, the original bidders must re-submit their documentation and cost proposals for the reissued solicitation in order to be considered.

## 2.9. NOTICE OF AWARD

Regardless of any notification of Award to any Bidder, all Bids are potentially acceptable by the City for ninety (90) calendar days from the Opening. Nothing in this paragraph is to be considered a waiver of the City's rights against a Bidder who fails to execute a Contract after receiving notification of an Award.

## 2.10. BID PROTEST

Bidder understands and agrees that any protest arising from an Award can be made only in accordance with the City Code of Ordinances, including Section 161.02(g), and the applicable regulations and policies of the Office.

## 2.11. DISQUALIFICATION AND REJECTION OF BIDS

- A. The City may disqualify a Bidder and reject any Bids if the City deems such Bidder to not be the lowest responsive, responsible bidder for reasons including, but not limited to:
  - 1. submittal of more than one (1) Bid for the same Work from an individual, a firm, a partnership, an association, a subsidiary, an affiliate, or a corporation under the same or different name;
  - 2. any evidence of collusion among Bidders;
  - 3. any evidence of disclosure of Confidential Information;
  - 4. lack of competency, adequate machinery, plant, or other equipment;
  - 5. inability, in the sole judgment of the City, to promptly complete the Project, because of uncompleted Work;
  - 6. failure to pay, or satisfactorily settle, all bills due for material furnished, for labor supplied or performed, for rental of equipment used, or for services rendered by public utilities;
  - 7. failure to comply with any terms or conditions in the Advertisement;
  - 8. judgment of default under a previous agreement;
  - 9. Contractor currently debarred by Federal, State, or City government;
  - 10. failure to submit required information documenting an M/WBE Plan as required by §177A of the City Code;
  - 11. material or intentional failure to comply with terms, Drawings, or Specifications on a previous agreement; or
  - 12. material or intentional failure to adequately maintain safety during performance of a previous agreement.
  
- C. 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 at the City's sole discretion, to do so. In addition:
  - 13. Bids will be rejected for any of the following reasons:
    - a. failure to submit the Bid electronically;

- b. failure to properly sign the Bid, bond, or any other required documents as specified in the Advertisement;
- c. if the signatures are those of unauthorized persons,
- d. failure to include a price for each item in the Advertisement; or
- e. Failure to submit a MDE/WBE/Veteran-Owned Solicitation and Commitment Form as required in the Advertisement.

14. Bids may be rejected for errors including, but not limited to, the following reasons:

- f. part of the Bid is omitted;
- g. the Bid contains omission(s) or alteration(s), addition(s) not specified, or deviation(s) of any other kind;
- h. the Bid is materially unbalanced;
- i. Bidder provides different Bid prices for an identical item number and description;
- j. failure to properly execute, approve, and return the Contract, together with the required disclosures, Surety Bonds, and the Insurance Certificate(s), as specified in the Advertisement; or
- k. failure to comply with any other term or condition of the Advertisement, as determined by the City.

## 2.12. UNAUTHORIZED ALTERATIONS

Any alteration, erasure, addition to, or omission of required information, change of the Specifications, or any schedule by Bidder is not permitted unless such changes are authorized by the Advertisement.

## 2.13. INTEREST OR LATE PAYMENT CHARGES

Bidder understands and agrees to strictly follow and comply with all City terms and conditions regarding invoicing and payment. Any conditions included in a Bid regarding invoicing or payment, such as interest requirements or late payment charges are void and without any effect.

## 2.14. BIDDER TERMS AND CONDITIONS VOID

Bidder's terms or conditions included in Bidder's Bid or any related communication or document will be void, disregarded, and of no effect. For avoidance of doubt, the terms and conditions include but are not limited to those commonly appearing on the reverse side of letters submitted with the Bid or supporting documents.

## 2.15. COLLUSION BETWEEN BIDDERS

Bidder warrants and certifies all of the following statements are true and correct for both Bidder and Bidder's Bid:

- A. The item prices and the total Bid amount have been arrived at independently and without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, Bidder, or potential Bidder.

- B. Neither the item prices nor the total Bid amount, and neither the approximate item prices nor approximate total Bid amount, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Opening.
- C. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from submitting a Bid in response to the Advertisement, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.
- D. The Bid submitted by Bidder is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.
- E. Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with the Work or any other endeavor, in consideration for an agreement or promise by any firm or person to refrain from submitting a Bid or to submit a complementary Bid on the Work in the Advertisement.
- F. Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with the Work or any other endeavor, in consideration for such firm's submitting a complementary Bid, or agreeing to do so, on the Work in the Advertisement.
- G. No attempt has been made to take any action in restraint of free competitive submission to the Advertisement in connection with the Bid.
- H. Bidder has made a diligent inquiry of all members, officers, employees, and agents of Bidder with responsibilities relating to the preparation, approval, or submission of Bidder's Bid and has been advised by each of them that Bidder has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made herein.

- I. Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by local, state, or federal law in any jurisdiction involving conspiracy or collusion with respect to submission to any public contract, except as indicated on a separate page attached to the Bid.

## 2.16. BID GUARANTEE

Each Bid must be accompanied by a Guarantee in the form a cashier's check or money order, in an amount not exceeding five (5) percent of the Bid total, by a bond with corporate surety in an amount not exceeding five (5) percent of the Bid total, or by an irrevocable letter of credit issued by a bank or other financial institution duly recognized and authorized to do business in the Commonwealth of Pennsylvania.

## 2.17. PERFORMANCE AND PAYMENT BOND

- A. Upon Award, Bidder will, within ten (10) calendar days of Award notice, furnish a Performance Bond using sufficient surety or sureties, in an amount equal to 100% of the Contract price. The bond must specify that the Work will be completed in a manner satisfactory to the City. The bond must also state that the City is not liable for any expenses incurred through the failure to complete the Work as specified, nor liable for any damages growing out of the carelessness of Contractor, Contractor's employees, or subcontractors.
- B. Upon Award, Bidder will also, with ten (10) calendar days of Award notice, furnish a Payment Bond in the amount of 100% of the Contract price.

## 2.18. INSURANCE AND WORKERS COMPENSATION

Upon Award, Bidder must provide, within ten (10) calendar days of Award notice, a certificate evidencing the following minimum insurance coverages:

- A. GENERAL LIABILITY: Single limit of Bodily Injury and Property Damage Combined:
  1. One million dollars (\$1,000,000.00) each occurrence.
  2. Two Million Dollars (\$2,000,000.00) aggregate.
- A. AUTOMOTIVE LIABILITY INSURANCE: One million dollars (\$1,000,000) for each individual occurrence and Two million dollars (\$2,000,000) in aggregate coverage.
- B. PROFESSIONAL LIABILITY (required only upon Office's specific request): Coverage must protect Contractor and any of its subcontractors performing Work under the Contract, from claims errors and omissions which arise from operation of the Contract, whether such operations are performed by Contractor, any subcontractor, or anyone directly or indirectly employed by either.

The amounts of such insurance must not be less than Three Million Dollars (\$3,000,000) each occurrence/aggregate

- C. UMBRELLA LIABILITY INSURANCE: Five Million Dollars (\$5,000,000) excess liability, each occurrence/aggregate.
  
- E. Any other insurance policies required in the Advertisement that are specific to the Work performed.
  
- F. CITY OF PITTSBURGH must be named as "Additional Insured" on the insurance certificate on all general and automobile policies:
  - 1. NOTE: The name(s) of the insured on the certificate must be exactly the same as the name(s) of Contractor listed on the Bid.
  - 2. Insurance coverage must be an "OCCURRENCE POLICY". "Claims made" policies are unacceptable.
  
- D. Bidder 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 the Contract is concerned. Bidder's Bid must include either an insurance certificate evidencing that it has insured its liability thereunder in accordance with the statutory minimums of the said Acts or in the alternative a certificate of exemption form for insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry or a substantially equivalent form certifying such status.

## 2.19. TAX EXEMPTION

The City is exempt from Federal excise taxes and transportation taxes. Therefore, Bidder should not include any such taxes in its Bid prices. The City is exempt from state sales tax on certain construction materials. Therefore Bidder shall include in its Bid a separate itemized list of all estimated state sales tax to be collected on all materials to be supplied. Bidder's Bid price shall exclude the cost of any sales tax for exempted materials. Any payment of sales tax included in the Bid that should properly have been excluded shall be immediately remitted to the City by Contractor.

## 2.20. PAYMENT OF TAXES AND SET-OFF

Bidder warrants that any and all taxes or municipal claims that may be payable to the City of Pittsburgh by Bidder are current and not delinquent. A Bidder will not be given an Award if an outstanding delinquency is discovered and not resolved.

## 2.21. FIRM PRICE BIDS AND PRICE LISTS

- A. All Bids must be for fixed final prices only. Escalation of prices beyond the Bid price is not permitted. If Bidder submits any statements with a Bid indicating escalation or that Bid prices are not firm, such as "interest charges applied on accounts thirty (30) days or older" or "prices subject to revision", Bidder agrees that all such clauses are void and without any effect.

- B. If the Advertisement requires that price lists be included in the Bid, Bidder understands that all price lists are firm final prices not subject to escalation regardless of any circumstance including but not limited to manufacturers' price list changes. The City may use all price lists for price auditing purposes. Bidder agrees that any reference that may appear on any price list with the Bid to any terms and conditions, such as "F.O.B. shipping point" or "prices subject to change", are void. Bidder agrees to supply the City with copies of additional catalogues and price lists upon request.
  
- C. Bidder agrees if receiving an Award, all Bids, prices, price lists, and catalogues must remain firm throughout the duration of the Contract.

## 2.22. COMPLIANCE WITH PENNSYLVANIA "SARA" LAW

The City is obligated to comply with the Pennsylvania Worker and Community Right to Know and Superfund Amendments and Reauthorization Act Title III laws. Bidder warrants and agrees if receiving an Award to submit a Material Safety Data Sheet for hazardous chemicals, if applicable. Submit all Material Safety Data Sheets to:

Office of Management & Budget, Procurement  
Room 502, City-County Building  
414 Grant Street  
Pittsburgh, PA 15219

## 2.23. USE OF TRADE NAMES

Bidder agrees that if the Bid describes goods by trade name, catalog number, or "as per sample", the goods so described will conform to the Specifications.

## 2.24. ESTIMATED QUANTITIES

Unless otherwise provided in the Specifications, any references in the Specifications to quantities of goods or frequency of services to be provided to the City are estimates, and the City reserves the right to require the contractor to provide more or less than the estimated quantity or frequency, or to purchase none at all.

## 2.25. SAMPLES

- A. Bidder agrees to deliver to the City, at the City's request and at no cost to the City, samples of any or all items listed in the Bid. Said samples may not be returned to Bidder, at the discretion of the City. Inspection or testing by the City does not constitute a waiver of any claims or rights which the City otherwise would have with respect to the quality of goods or workmanship. The City will specify the quantity of samples. If Bidder inadvertently provides an incorrect sample or wishes to exchange the submitted sample with a correct sample, Bidder must provide a written request and explanation to the City, which may be accepted at the discretion of the City. Bidder will have only one opportunity to perform such an exchange.

- B. The City, in its sole discretion, has the right to arrange for testing of samples to determine whether the samples are within Specification. The City will indicate to Bidder that the City desires testing and advise which samples are to be tested and for what purpose. The following additional guidelines must be followed:
1. Laboratory/testing facility used must be pre-approved by the City; and
  2. Bidders are solely and fully responsible for the expenses of testing regardless of whether or not the tested sample(s) meets Specifications; and
  3. The City and Bidder must immediately communicate upon the City's request for testing to determine which laboratory/testing facility will be used, as well as the time frame in which tests are to be conducted and reported to the City.

## 2.26. PIGGYBACKING

Bidder understands and agrees that the goods and services described in the Specifications may be purchased by the City and any other governmental bodies at the prices set forth in the Bid. If receiving an Award, Bidder agrees to supply the goods and services to governmental bodies on the same terms and conditions supplied to the City pursuant to the Contract. Bidder understands that to the extent other municipal bodies purchase goods or services, such purchase would be through a separate agreement with said municipal bodies that would not include or involve the City in any form.

## 2.27. DEBARMENT

Bidder warrants and certifies that Bidder is not prohibited from and has no reason to believe that Bidder is prohibited from providing a submission in response to the Advertisement or entering into any Contract with the City by reason of disqualification under subsection (b) of Section 161.22 of the Pittsburgh Code.

## 2.28. STATEMENT OF AFFILIATIONS

Bidder's Bid must include a completed Statement of Affiliations in compliance with Section 197.08 of the Pittsburgh Code.

## 2.29. EQUAL OPPORTUNITY COMMISSION GOALS AND GOOD FAITH EFFORT

### **A. The City of Pittsburgh's Commitment to Economic Inclusion**

The City of Pittsburgh is committed to the ideal of providing all citizens an equal opportunity to participate in City and its Authorities' contracting opportunities. It is therefore the City's goal to encourage increased participation of Disadvantaged Business Enterprises (DBE) in all City contracts.

- A. Any intentional deviation from, or inaccuracy in, the stated plan or work performed subsequent to it may result in contract termination or pursuit of further administrative or legal actions. The City reasonably relies on the Bidder's honest and accurate representation of:
1. their plans to reach or exceed the goals outlined below
  2. practices and accurate reporting in pursuit of those goals during the entirety of the work performed

### **B. Participation Goals**

- A. The City requires that all Bidders demonstrate good faith efforts to obtain the participation of Disadvantaged Business Enterprises (DBE), specifically Minority-Owned Business Enterprises

(MBEs), Women-Owned Business Enterprises (WBEs), LGBTQIA+ - Owned Business Enterprises and Veteran-Owned Small Businesses (VOSB) in work to be performed under each City contract. The City of Pittsburgh has a goal of not less than:

- A. Eighteen (18) percent participation of MBEs per contract
  - B. Seven (7) percent participation of WBEs per contract
  - C. Five (5) percent participation by veteran-owned small businesses per contract; and
  - D. Three (3) percent participation by LGBTQIA+ businesses per contract.
- B. These participation goals shall be reflected in the overall dollar amount allocated to MBE, WBE, Veteran, and LGBTQIA+ subcontractors. Once a contract is awarded, the levels of DBE participation will be monitored by the City of Pittsburgh's Equal Opportunity Review Commission (EORC).

***C. Demonstration of Good Faith Effort***

It is the City's standard to aspire to meet the goals outlined in Section 2.29.B. If the Contractor has failed to meet these goals, they must provide a demonstration of good faith effort. In order to demonstrate good faith commitment to these goals, all Bidders shall complete and submit with their bids the documentation that demonstrates compliance with Chapter 177A as outlined below and in the attached Good Faith Effort Checklist:

- A. Documentation Requirements
  - 1. For each identified contractor and/or subcontractor as part of the project team and/or intended to count towards DBE participation:
    - a. Vendor Name
    - b. Vendor Address
    - c. Vendor Point of Contact
    - d. Contact Information for Vendor (e.g. phone number, email)
    - e. Certification Type and Certifying Entity
      - i. Current certifications (e.g., PAUCP, WBENC, EMSDC, NMSDC, Three Rivers Business Alliance, NGLCC, SBA etc.), for prime contractor and subcontractor intended to count toward meeting participation goals;
      - ii. Self-certification is not accepted
    - f. Signed Letters of Commitment (signed by both prime contractor and any DBE subcontractor)
    - g. Type of Subcontracted Work or Materials
    - h. Committed amount to subcontractor(s) (e.g Total Dollar Amount and Percentage of Total Bid)
  - 2. Evidence of completed outreach and engagement efforts to DBE subcontractors, including but not limited to:

- a. Held pre-bid or pre-proposal meetings to discuss upcoming opportunities at least four weeks in advance of solicitation due date.
- b. Advertised and conducted outreach with DBEs at least four weeks in advance of solicitation due date.
- c. Identified and designated economically feasible portions of the work to be performed by DBEs. This may include breaking down the contract into sub-contracts to ensure participation.
- d. Utilized the Pennsylvania Unified Certification Program (PAUCP) Directory and/or other resources to locate and identify potential firms to subcontract with.
- e. Provided a reasonable number of DBEs written notice via email or mail regarding subcontracting and/or supplier opportunities.
- f. Followed up with DBEs who were solicited to determine interest.
- g. Provided interested DBEs with plans, specifications, scope of work, and requirements of the contract.
- h. Provided feedback to DBEs when bids and/or price quotations are rejected.
- i. Made efforts to assist interested DBEs obtain bonding, lines of credit, insurance, equipment, materials, supplies, or other project-related components.

- c. Documentation of Outreach (documentation of outreach and response(s) in written communications)
- d. Reasoning if no commitment was made

- C. Failure to submit any of the required documentation of outreach efforts listed in section C shall result in rejection of the bid. The City of Pittsburgh reserves the right to deem bidders non-responsive if documentation is incomplete. Bidders shall contact the Sourcing Specialist designated in the Advertisement if further assistance is sought. See Chapter 177A (Sections 177A.01 et. seq.) and Section 161.40 of the City Code.

**D. Post-Award Requirements**

If awarded the contract, Bidders are required to provide, at a minimum, a DBE utilization report to be filed with each contractor invoice payment application. See City Code Section 177A.07.

- A. The Office of Business Diversity (OBD) shall track vendors' compliance with the terms of their contract upon which the City reasonably relied in its award.
- B. The OBD shall compare DBE commitment to the actual numbers reported by the contractors and their identified DBE subcontractor(s).

- C. If there is a discrepancy, the OBD shall contact the prime contractor and the DBE subcontractor for clarification.
- D. The EORC must address discrepancies between commitment and actual DBE utilization, including by recommending contract remedies according to Chapter 177A of the City Code. The City reserves the right to terminate contracts based on identified discrepancies in DBE participation.

### 2.30. 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 shall comply with the applicable provisions 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.

### 2.31. POINT OF CONTACT

Prior to Bid Closing, the point of contact for all related questions is the Sourcing Specialist listed in the Advertisement.

### **3. CONTRACT TERMS AND CONDITIONS**

#### **3.1. CONTRACT TERMS APPLICATION**

The terms and conditions herein apply to the Contract. All definitions, warranties, and applicable terms and conditions from the Bid Terms and Conditions are incorporated as though set forth herein.

#### **3.2. PAYMENT UNDER AGREEMENT**

A. It is the intent of the City to pay all invoices resulting from work performed under an agreement within 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.

B. Invoices for payment must be received within thirty (30) calendar days of the completion of work or delivery. City reserves the right to reject, not pay, or reduce total compensation for all invoices that are submitted more than 30 days after delivery of goods or completion of services.

C. The City preserves its rights against a prospective Contractor who fails to execute a contract once it is awarded.

#### **3.3. PERFORMANCE**

Contractor will furnish material, equipment, tools, labor, and incidental work complete and in place, unless otherwise provided, and be responsible for the complete supervision, performance, and completion of the Work. Contractor must perform the Work strictly in accordance with the Contract and the Director's orders and instructions. Contractor must strictly comply with all dates, deadlines, and milestones under the Contract as time is of the essence for each. Contractor must maintain, update, and make available upon request a copy of all documents arising under the Contract.

#### **3.4. CONTRACTOR THOROUGHLY INFORMED AS TO WORK**

Contractor affirms that Contractor has thoroughly examined the Advertisement, Specifications, and Site. Contractor fully understands the conditions to be encountered; the character, quality, and quantities of Work to be performed; the material to be furnished; and the requirements of the Site, Specifications, and Advertisement. Contractor assumes all risks and costs arising from a failure to comply with this provision, and the City will make no allowance or concession for such failure.

#### **3.5. TERMINATION AND DEFAULT**

In addition to any rights of termination set forth elsewhere in this Contract, the City may terminate this Contract at any time, without cause or liability, by giving Contractor thirty (30) days' advance written notice of City's intention to terminate.

#### **3.6. OPTION TO EXTEND**

The City reserves the right to extend this Contract for up to one hundred eighty (180) calendar days after the expiration of the indicated period of the Contract under Section 1.3. When applicable, an extension notice will be issued defining the exact extension of this Contract; upon extension, all other terms and conditions of the Contract will remain in full force and effect.

### **3.7. ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign this contract or any right to monies to be paid hereunder without the prior written consent of the departmental Director. None of the services covered by this contract shall be subcontracted without the prior written approval of the 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 to do so. The contractor shall be responsible to require sub-contractors to comply with all of the insurance requirements of this agreement.

### **3.8. NEW MATERIAL**

Unless otherwise provided in the Specifications, all goods to be supplied to the City shall be from new, unused, current stock.

### **3.9. DELIVERY POINT AND TIME**

Unless otherwise expressly provided in the Specifications, the goods and/or services to be delivered or provided shall be delivered to or provided at any place or places within Pittsburgh, Pennsylvania which the City may designate. All deliveries are to be F.O.B. point of delivery. Unless otherwise provided in the Specifications, the successful bidder shall provide all goods and services within thirty (30) calendar days from the date of the City's request therefore.

### **3.10. PRE-PRINTED TERMS OR CONDITIONS**

Bidder's pre-printed Terms and Conditions and/or Contractor's specifications material and contract documents shall have no effect.

### **3.11. MAINTENANCE AND EXAMINATION OF FINANCIAL RECORDS**

- A. Contractor shall maintain books, program and financial records, documents, and other evidence pertaining to costs and expenses related to this Agreement in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services, and other costs and expenses of whatever nature for which City funding has been provided under the provisions of this Agreement. The Contractor shall maintain such books, records, documents, and other materials in accordance with Generally Accepted Accounting Principles, where applicable.
- B. The Contractor shall provide access, during normal business hours, to such books, program and financial records, documents, and other evidence upon request of the Mayor, the City Controller, or their designees upon receipt of reasonable advance notice, either oral or written.
- C. Contractor's books, records, program and financial records, documents, and other evidence pertaining to services or Work provided under this Agreement must be preserved and made

available for a period of three (3) years following the termination of this Agreement.

- D. The Mayor, the City Controller, or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of Contractor's books, records, program and financial records, documents, and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the Contractor, to the City's sole satisfaction, within thirty (30) calendar days after Contractor's receipt of written notice of such deficiencies. Failure of the Contractor to comply with the provisions set forth in this paragraph may constitute a violation of this Agreement and, at the City's sole discretion, may result in the City withholding future payments.

### 3.12. BONDS AND INSURANCE

Contractor must maintain Bonds in the amount and form described in Section 2.17 and Insurance in the amount and form described in the Section 2.18 of the Bid Terms and Conditions throughout the term of the Contract. If insurance is renewed during the term of the Contract, the new certificate of insurance must be forwarded to:

Office of Management & Budget, Procurement  
Room 502, City-County Building  
414 Grant Street  
Pittsburgh, PA 15219

Such insurance requirements may be waived or altered at the City's discretion, in writing, where appropriate or required by the specific circumstances of the Project at issue.

### 3.13. TAXES CHARGED TO CITY

Contractor warrants that no federal, state, or local taxes will be charged to the City for which the City is exempt. Contractor agrees that, at the City's discretion, any charge wrongfully made for exempted taxes must be immediately returned by Contractor to the City or set-off by the City against any amounts owing to Contractor under the Contract.

### 3.14. PAYMENT OF CITY TAXES AND SET-OFF

- A. Contractor warrants that any and all taxes or municipal claims that may be payable to the City by Contractor are current and not delinquent. If any taxes or municipal claims become delinquent or owing during the term of the Contract or prior to final payment by the City, Contractor hereby grants the City the right to set-off that indebtedness against any amounts owing to Contractor under the terms of the Contract and/or any associated agreement. The City reserves the right to apply set-off payments in whatever manner it deems appropriate.

- B. Contractor is responsible for payment of all local taxes, including but not limited to, the City Business Privilege Tax. These taxes are not reimbursable items under the Contract.

### 3.15. NO LIEN

Contractor agrees not to file a lien or bond claim on any Work under the Contract and waives any such rights to file a lien or bond claim.

### 3.16. CONFIDENTIAL MATERIAL

Any City information, data, instruments, documents, studies, or reports given to or prepared or assembled by or provided to the Contractor under this Contract shall be kept confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the City.

### 3.17. WARRANTIES

Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.

### 3.18. TRANSITION ASSISTANCE [applicable to non-professional services]

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Contractor shall provide, at the option of the City, up to three (3) months after such end date, all such reasonable transition assistance requested by the City, to allow for the expired or canceled portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the City or its designees. If the City exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance.

### 3.19. PERSONNEL

Contractor warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services shall possess the skill and competence consistent with the prevailing business standards in the industry. Contractor, and any subcontractor, shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the City. Contractor, or subcontractor, shall notify the City of any desired substitution, including the name(s) and references of Contractor's recommended substitute personnel. The City will approve or disapprove the requested substitution in a timely manner. The City may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the City may request acceptable substitute personnel or terminate the contract services provided by such personnel.

### 3.20. INDEMNIFICATION

- A. 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, or provision of goods, under this Contract; 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.

### 3.21. PREVAILING WAGE ORDINANCE

The Contractor agrees that section 161.16(e) of the Pittsburgh Code of Ordinances, stating that Contractor must pay at least the applicable prevailing wages as will have been determined by the City Controller pursuant to the City Service Worker Prevailing Wage Ordinance, Title I, Article VII, Section 161.38(l)(B), as the same may be amended, and 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 agreement as fully as if attached hereto, and that Contractor will comply in all respects with the provisions thereof, insofar as the same affects this Contract.

### 3.22. ANTI-SWEATSHOP PROVISIONS

The Contractor certifies that none of their goods or products were made under any of the sweatshop conditions as defined in Pittsburgh Code § 161.02(e), or as the same may be amended. If the City is presented with information that would lead the City to reasonably believe that Contractor or its suppliers may be obtaining goods or products for sale, re-sale, lease, or rental to the City that were made under a sweatshop condition, 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 161.02.

### 3.23. STEEL PRODUCTS

In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, approved March 3, 1978, if any steel products are to be used or supplied in the performance of the Contract, only steel products produced in the United States of America, as defined therein, can be used or supplied in the performance of the Contract.

### 3.24. WORK IN SECURE LOCATIONS AND COMPLIANCE WITH CJIS

Contractor understands that work in secure facilities designated by the City, including but not limited to locations covered under the City's CJIS security policy, may require Contractor to obtain security clearances for all assigned personnel. Contractor agrees that any such work will be performed in compliance with the City's CJIS security policy, as applicable.

### 3.25. RIGHT-TO-KNOW ACT

Contractor understands that the City is subject to the Pennsylvania Right-to-Know Act and that the Contract may be subject to public disclosure thereunder.

### 3.26. ENSURING EQUAL EMPLOYMENT OPPORTUNITY FOR PERSONS PREVIOUSLY CONVICTED

Contractor and all Subcontractors agree that they shall comply with section 161.16A of the Pittsburgh Code of Ordinances, Ensuring Equal Employment Opportunity for Individuals with Previous Criminal Convictions, and the regulations issued pursuant thereto, and all supplements and amendments thereto, which shall be made a part of this agreement as fully as if attached hereto. Contractor will comply in all respects with the provisions thereof, insofar as the same affects this contract, subject to exceptions for public safety agreements/contracts and those entered into with other political subdivisions, the Commonwealth of Pennsylvania or the United States of America.

### 3.27. COMPLIANCE WITH LAWS

In addition to all laws explicitly referenced in the Contract, Contractor shall fully obey and comply with all other federal, state, and local laws, statutes, ordinances, resolutions, and administrative regulations which are or should be applicable to any Work performed under this Contract. Contractor agrees to maintain throughout duration of the Contract, all necessary City, county, and state licenses, certifications, and approvals as applicable (including required professional licenses and exams), and to immediately notify the City of Pittsburgh, Office of Management and Budget of any loss or changes of licenses, certifications, or approvals.

### 3.28. GOVERNING LAW

The Contract will be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the federal or state courts in Allegheny County, Pennsylvania.

### 3.29. CONFLICT-OF-INTEREST

In accordance with applicable provisions of the City Code and Home Rule Charter, no member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the Project, shall have any personal financial interest, direct or indirect, in the Contract; and Contractor shall take appropriate steps to assure compliance.

### 3.30. FORCE MAJEURE

Neither Contractor nor the City shall be held responsible for losses resulting if the fulfillment of any terms or provisions of an Award resulting from the Contract is delayed or prevented by unforeseeable causes including but not restricted to Acts of God, restraint of Government, natural disasters, war, civil unrest, or for any other causes which are unavoidable through the exercise of due care and beyond the control of the party who is to perform.

### 3.31. 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 goods or services described herein. The City also reserves, at its sole discretion, the right to solicit separately or perform itself any performance of Work that may be included in this agreement.

### 3.32. SEVERABILITY

The invalidity or unenforceability of any provision of the Contract will in no way affect the validity or enforceability of any other provision in the Contract.

### 3.33. INTEGRATION

The Contract embodies the entire Contract between the parties hereto and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations, or communications on behalf of such parties.

### 3.34. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be executed in several counterparts, each of which will be deemed original, but all of which together will constitute one and the same instrument. Signatures to the Contract transmitted by electronic means shall be valid and effective to bind the party so signing.

### 3.35. ASSIGNMENT

Contractor must not assign the Contract or any right to monies to be paid under the Contract without written consent of the City.

### 3.36. WAIVER

The waiver by the City of any breach or violation of any provision of the Contract will not operate or be construed as a waiver of any subsequent breach or violation hereof.

### 3.37. AMENDMENT

This Contract may only be amended by written agreement of all parties hereto, duly executed, and pursuant to necessary legislative action.

### 3.38. INDEPENDENT CONTRACTOR STATUS

Contractor is performing as an independent contractor under the Contract. The Contract will not render Contractor an employee, partner, agent of, or joint venture with the City for any purpose.

### 3.39. CHANGE ORDER POLICY AND PROCEDURE

The City of Pittsburgh will only accept and approve change orders under one or more of the following circumstances:

- **Change of Scope:** The deliverables of the project are altered, expanded, or otherwise modified beyond the original contract requirements.
- **City-Caused Delays:** Delays to the project timeline that are the direct result of actions or inactions by the City of Pittsburgh.
- **Unforeseen Conditions:** Site-specific conditions not reasonably discoverable during pre-project investigations that materially affect the scope, cost, or schedule of the work. Examples include, but are not limited to, unmapped utility lines or unexpected subsurface conditions. *Note:*

*Changes in market conditions, such as increased material or labor costs, do not qualify as unforeseen conditions.*

- **Errors and Omissions:** Inaccurate, incomplete, or otherwise deficient information in construction drawings, technical specifications, or other project documents provided by the City or its agents.

Any request for a change order must clearly identify the applicable criterion, provide sufficient documentation to substantiate the claim, and be submitted for review and written approval by the City prior to execution of any additional work. The City reserves the right to deny any change order request that does not meet these criteria or lacks adequate justification.

Change orders may also be required for administrative purposes, in cases where there has been a reduction in services or materials, and the City receives a rebate from the Contractor as a result.

### 3.40. AUTHORIZATION

This Agreement is entered into by the City of Pittsburgh pursuant to City Code FSI§ 161.01A and subsequent authorizing resolution.

### 3.41. GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered prior to acceptance, it shall be the responsibility of the Contractor to notify the City immediately, in writing, indicating the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

### 3.42. CONDITION AND PACKAGING

Unless otherwise provided by special terms and conditions or Specifications, any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage, or shipment.

### 3.43. HOME RULE CHARTER AND LIABILITY OF CITY

The Contract is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of the City thereunder is limited to amounts which have been, or may be, from time to time, appropriated specifically for the Contract by legislation of the Pittsburgh City Council. Contractor agrees that the City will not be made subject to any late fee, penalty, or interest charge as a condition of payment, delay, or for any other reason. In addition, in no event will Contractor hold the City liable for any special, indirect, incidental, reliance, lost profits, or other business interest damages under any circumstance.

## 4. Scope of Work

### 4.1. Specifications

In accordance with the Pennsylvania Department of Transportation's, Specification Publication No. 408/2011, PADOT's Official Traffic Control Devices Publication No.212, Work Zone Traffic Control Guidelines Publication No.213, Flagging Handbook Publication No.234, Traffic Signs, Signals, Markings and Supports (Publication No. 68) as amended: 67 PA Code, Chapter 203, Work Zone Traffic Control and the current FHWA publication; Manual on Uniform Traffic Control Devices for Streets and Highways, as amended.

#### **ITEM SPECIFICATIONS**

**High Velocity Water Jet Rodder**– 80 GPM @ 2,000 PSI, rotating jet hose reel capable of 800 LF of 1" diameter hose; hydraulic hose mender; winter recirculating system; 1,800–2,000 gallon water tanks; jet nozzles from 8" to 72"; hydraulic root, mud, and grease cutters.

**Combination Vector-Jet Rodder**– 80 GPM @ 2,000 PSI; 6,000 CFM @ 15" Hg; 12 CY debris box; articulating boom; rotating jet hose reel capable of 800 LF of 1" diameter hose; hydraulic hose mender; winter recirculating system; 1,800–2,000 gallon water tanks; 35 LF of 8"–10" diameter vacuum pipe; jet nozzles from 8" to 72"; hydraulic root, mud, and grease cutters.

**High flow Combination Vector-Jet Rodder**– 125 GPM @2,500 PSI; 6,000 CFM @ 15" Hg; 12 CY debris box; articulating boom; rotating jet hose reel capable of 800 LF of 1 ¼" diameter hose; hydraulic hose mender; winter recirculating system; 1,800–2,000 gallon water tanks; 35 LF of 8"–10" diameter vacuum pipe; jet nozzles from 8" to 72"; hydraulic root, mud, and grease cutters.

**Continuous Rod Power Rodder**– 4 CYL; 85 HP; two speed; 1,300 LF of continuous 3/8" to 1/2" steel spring rod; 3" diameter hydraulic dewatering pump.

**CCTV Mobile TV Inspection Truck**– Color; computer aided; capable of both conventional pull-through and self-propelled cameras; low lux pan and tilt cameras; Wincan software package compatible to GeoPlan Mainframe package (or approved equal) and shall allow future linking with any mapping system that is using DDE communication, air comp.; air plugs; skids and pontoons for up to 10 FT. diameter pipe.

**Heavy Duty Bucket Machines**– 4 CYL: 100 HP; four speed; 25 TON drag; 1,500 LF of 1/2" wire cable; slip disk clutch; all necessary buckets, scrapers, pipe and pulley make-ups for up to 100 FT depths.

**Clamshell Bucket Truck**– 1-1/2 TON at 13 FT; 7.5 CY debris box; 35 GPM @ 2,000 PSI jet hose system; rotating jet hose reel; water-tight debris box with decant system; 15" and 18" orange peel buckets.

**Micro-Trax Culvert Machine Loader**– 4, 700 LBS track unit, lifting capacity; 1,550 LBs, 42" high, 42" wide, 120" long, remote controlled with 360 degrees swing capacity.

**Liquid Vacuum Tanker**– 3,500 gallon minimum capacity.

**Wet/Dry Industrial Vacuum Loader**– 16 CY, 6,000 CFM @ 15" Hg; 12 CY debris box, articulating boom 35 LF of 8"-10" diameter vacuum pipe.

**High Pressure Water Blaster**– Minimum 10,000 PSI.

**Jetter Hose Reel Machine, Off-Road**– Independent off-road jet hose reel with 800 LF storage capacity of 1" hose.

**Sectional Liner Point Repair Equipment, CIPP**– cured in-place patch per linear foot, 5 LF minimum work order.

**Maintenance & Protection of Traffic, Two (2) Lane Configuration**– 2-way Communication Equipment and Required Signage, PADOT’s Official Traffic Control Devices Publication No.212, Work Zone Traffic Control Guidelines Publication No.213, Flagging Handbook Publication No.234, Traffic Signs, Signals, Markings and Supports (Publication No. 68) as amended: 67 PA Code, Chapter 203, Work Zone Traffic Control and the current FHWA publication; Manual on Uniform Traffic Control Devices for Streets and Highways, as amended.

**Maintenance & Protection of Traffic, Four (4) Lane Configuration**– 2-way Communication Equipment and Required Signage, PADOT’s Official Traffic Control Devices Publication No.212, Work Zone Traffic Control Guidelines Publication No.213, Flagging Handbook Publication No.234, Traffic Signs, Signals, Markings and Supports (Publication No. 68) as amended: 67 PA Code, Chapter 203, Work Zone Traffic Control and the current FHWA publication; Manual on Uniform Traffic Control Devices for Streets and Highways, as amended.

#### 4.2. [Shipping & Delivery Terms](#)

Shipping and delivery costs must be included with vendor's submitted response pricing under the Pricing Proposals section. The City of Pittsburgh will not pay for nor reimburse separate shipping, handling, or delivery fees.

Purchase orders placed under an awarded contract will be F.O.B. Destination.

#### **Delivery Notice**

The contractor shall deliver equipment as requested within forty-eight (48) hours verbal notice.

Prior to the award of a contract, a bidder may be required to demonstrate their ability to supply equipment and personnel as required. If the City does not find this demonstration to be satisfactory, the bid may be deemed to be non-responsible.

## 5. Vendor Questionnaire

### 5.1. [Do you agree with the City's Terms and Conditions?\\*](#)

- Yes  
 No

\*Response required

### 5.2. [Equal Opportunity Review Commission \(EORC\) Participation Form \\*](#)

Please download the below document, complete, and upload. Pursuant to Section 2.8 of this Solicitation and Section 177A of City Code, failure to complete the EORC Participation Form may result in the City deeming your proposal/response non-responsive. NOTE: Section 2.29 of the Bid Terms & Conditions does NOT apply to this project in its entirety; Please use the attached form to demonstrate your commitment to meeting the MWDBE participation goals enumerated in 2.29B.

- [NEW EORC SUBMISSION FORM 20...](#)

\*Response required

### 5.3. [Vendor Contact Sheet\\*](#)

Please download the below document, complete, and upload.

- [Blank Vendor Contact Sheet.pdf](#)

\*Response required

### 5.4. [Vendor Registration Form\\*](#)

Please download the below document, complete, and upload.

- [Blank Vendor Registration F...](#)

\*Response required

### 5.5. [W-9 Form\\*](#)

Please download the below document, complete, and upload.

- [W9.pdf](#)

\*Response required

### 5.6. [Authorized Signatory\\*](#)

Provide the name, title, & email address of the authorized signatory for your company (for details on who is considered an authorized signatory, please look at our terms & conditions section)

\*Response required

## 6. Pricing Proposal

Please be sure to modify the table settings to "Include No Bid Column" as switched on.

### PRICE TABLE

Bid pricing must include operator cost where "With Operator" is specified.

Line Item	Item Name	Item Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Comment	No Bid
1	High Velocity Water Jet Rodder With Operator	Rental Per Month	1	month				
2	High Velocity Water Jet Rodder With Operator	Rental Per Week	1	week				
3	High Velocity Water Jet Rodder With Operator	Rental Per Day	1	day				
4	Combination Vector Jet Rodder With Operator	Rental Per Month	1	month				
5	Combination Vector Jet Rodder With Operator	Rental Per Week	1	week				
6	Combination Vector Jet Rodder With Operator	Rental Per Day	1	day				
7	High Flow Combination Vector Jet Rodder With Operator	Rental Per Month	1	month				
8	High Flow Combination Vector Jet Rodder With Operator	Rental Per Week	1	week				
9	High Flow Combination Vector Jet Rodder With Operator	Rental Per Day	1	day				
10	Continuous Rod Power Rodder With Operator	Rental Per Month	1	month				
11	Continuous Rod Power Rodder With Operator	Rental Per Week	1	week				
12	Continuous Rod Power Rodder With Operator	Rental Per Day	1	day				
13	CCTV Mobile Television Inspection Truck With Operator	Rental Per Month	1	month				

Invitation for Bid #2026-IFB-116  
 Title: Storm Sewer Cleaning Equipment and Rental

Line Item	Item Name	Item Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Comment	No Bid
14	CCTV Mobile Television Inspection Truck With Operator	Rental Per Week	1	week				
15	CCTV Mobile Television Inspection Truck With Operator	Rental Per Day	1	day				
16	Heavy Duty Bucket Machine With Operator	Rental Per Month	1	month				
17	Heavy Duty Bucket Machine With Operator	Rental Per Week	1	week				
18	Heavy Duty Bucket Machine With Operator	Rental Per Day	1	day				
19	Clamshell Bucket Truck With Operator	Rental Per Month	1	month				
20	Clamshell Bucket Truck With Operator	Rental Per Week	1	week				
21	Clamshell Bucket Truck With Operator	Rental Per Day	1	day				
22	Micro-Trax Culvert Loader Machine With Operator	Rental Per Month	1	month				
23	Micro-Trax Culvert Loader Machine With Operator	Rental Per Week	1	week				
24	Micro-Trax Culvert Loader Machine With Operator	Rental Per Day	1	day				
25	Liquid Vacuum Tanker With Operator	Rental Per Month	1	month				
26	Liquid Vacuum Tanker With Operator	Rental Per Week	1	week				
27	Liquid Vacuum Tanker With Operator	Rental Per Day	1	day				
28	Wet/Dry Industrial Vacuum Loader With Operator	Rental Per Month	1	month				
29	Wet/Dry Industrial Vacuum Loader With Operator	Rental Per Week	1	week				

Invitation for Bid #2026-IFB-116  
 Title: Storm Sewer Cleaning Equipment and Rental

Line Item	Item Name	Item Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Comment	No Bid
30	Wet/Dry Industrial Vacuum Loader With Operator	Rental Per Day	1	day				
31	High Pressure Water Blaster With Operator	Rental Per Month	1	month				
32	High Pressure Water Blaster With Operator	Rental Per Week	1	week				
33	High Pressure Water Blaster With Operator	Rental Per Day	1	day				
34	Jetter Hose Reel Machine With Operator	Rental Per Month	1	month				
35	Jetter Hose Reel Machine With Operator	Rental Per Week	1	week				
36	Jetter Hose Reel Machine With Operator	Rental Per Day	1	day				
37	Sectional Linear Point Repair Equipment, CIPP	Per Linear Foot	1	linear foot				
38	Maintenance & Protection of Traffic, 2 Lane	MPT, 2 Lane Configuration, 2-Way Communication Equipment and Required Signage	1	hour				
39	Maintenance & Protection of Traffic, 4 Lane	MPT, 4 Lane Configuration, 2-Way Communication Equipment and Required Signage	1	hour				
<b>TOTAL</b>								

**LABOR RATE**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
40	Laborers	1	hour			

Invitation for Bid #2026-IFB-116  
Title: Storm Sewer Cleaning Equipment and Rental

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
<b>TOTAL</b>						