

GREENWICH TERMINALS LLC

3301 S. Columbus Boulevard
Philadelphia PA 19148

Request For Proposals

Installation of a CCTV Surveillance System

Bid Due: 10:00AM, September 28, 2023

All bidders must submit their proposals via mail, courier, or email to RMurphy1@holtlogistics.com. With respect to all submittals, please be advised of the following:

- All bids must be received on or before the deadline(s) set forth above;
- Late bids will NOT be accepted;
- There will be no exceptions or extensions to the submission deadline(s) granted for bids delayed for any reason including but not limited to mail/courier delays or any issue with submitting bids via email such as file corruption, firewall protection, encryption and virus protection regardless of the cause of any such delay or issue; and Greenwich Terminals LLC/Triad Associates are not responsible for any bid that is sent via mail, courier or email but not received or is received after the relevant deadline(s).

Invitation to Bid
Notice to Contractors

NOTICE TO CONTRACTORS

INVITATION TO BID

Greenwich Terminals LLC shall receive sealed proposal at 3301 S. Columbus Boulevard Philadelphia PA 19148 until **September 28, 2023** to be publicly opened, and read aloud for:

Greenwich Terminals LLC
Installation of a CCTV Surveillance System
FY2021 Port Security Grant Program

All bidders must submit their proposals via mail, courier, or email to RMurphy1@holtlogistics.com With respect to all submittals, please be advised of the following:

- **All bids must be received on or before the deadline(s) set forth above;**
- **Late bids will NOT be accepted;**
- **There will be no exceptions or extensions to the submission deadline(s) granted for bids delayed for any reason including but not limited to mail/courier delays or any issue with submitting bids via email such as file corruption, firewall protection, encryption and virus protection regardless of the cause of any such delay or issue; and Greenwich Terminals LLC/Triad Associates are not responsible for any bid that is sent via mail, courier or email but not received or is received after the relevant deadline(s).**

Proposals must be submitted in the manner designated the Request for Bids, and must be enclosed in a sealed envelope bearing the title of the bid, name and address of the Contractor on the outside; addressed to Greenwich Terminals LLC, 3301 S. Columbus Blvd, Philadelphia PA 19148 and delivered to the above address at the date and time set at the place herein or as otherwise outlined in the instructions provided above. Greenwich Terminals LLC, or Triad Associates, are not responsible for any hand delivered or third party delivered proposals that do not arrive at the proper time or location. Any such bid will be returned unopened to the vendor. All documents contained in this package must be returned to Greenwich Terminals LLC in their original form. No substitutions, alterations, or modifications of any of the bid documents are permitted.

No bid may be withdrawn for a period of sixty (60) days after the date set for the opening thereof.

This project will be funded with Federal funds from FEMA through the Port Security Grant Program and therefore is subject to the Federal laws and regulations associated with that program.

All Contractors and subcontractors must provide a copy of their State Business Registration Certificate issued by the State Department of Treasury prior to the time a contract is awarded or authorized.

Contractors shall not submit bids with qualifying conditions or provisions.

Greenwich Terminals LLC reserves the right to consider the bids for sixty (60) days after receipt thereof, and further reserves the right to reject all bids, waive informalities, and make such awards or take action as may be in the best interest of Greenwich Terminals LLC and in accordance with applicable law.

In order to encourage full participation in this opportunity, submit any requests for accommodations of people with disabilities to Greenwich Terminals LLC, 215-551-2658. People who are deaf, hard of hearing and/or speech impaired should access this service by contacting the PA Telecommunications Relay Service at 1-800-654-5984-(TTY).

Greenwich Terminals LLC
David Whene

INSTRUCTIONS TO CONTRACTORS

1.1. THE BID

Greenwich Terminals LLC is soliciting sealed bid proposals from companies interested in providing **general contracting services for the installation of a CCTV Surveillance System**, in accordance with the terms of these bid specifications and 200 C.F.R 200.18 – 200.326 et seq. and any amendments thereto. Bids will be received by **10:00 AM, September 28 2023** Greenwich Terminals LLC located at 3301 S. Columbus Blvd., Philadelphia PA 19148. Bids that are not emailed shall include (1) original and (2) copies, if submitted via mail or courier. Bidders are encouraged to mail in proposals or email as outlined above.

Before submitting a Proposal, the Contractor shall become familiar with the Specifications, shall investigate the site of the Project and make such examination thereof as may be necessary to determine the character and amount of work involved. The Contractor shall also determine that they can secure the necessary labor and equipment and that the materials they propose to use will comply with the requirements specified therefore and can be obtained by the Contractor in the quantities and at the time required.

Bids are requested on the items stated in the Bid Proposal Form for the project. The prices shall cover all costs of any nature incidental to and growing out of the work. In explanation, but not in limitation thereof, these costs shall include the cost of all work, labor, materials, equipment, transportation, and all else necessary to perform and complete the project in the manner and within the time required, all incidental expenses in connection therewith, all costs on account of loss by damage or destruction of the project, and any additional expenses for unforeseen difficulties encountered, for settlement of damages and for replacement of defective work and materials.

Greenwich Terminals LLC reserves the right to accept, reject and waive any informalities in the bid or reject all bids including Alternate Bids, if any. Any bid received after the time and date specified will not be considered. No bidder shall withdraw a bid within sixty (60) days after actual date of the opening thereof.

At the time of the opening of bids each Contractor will be presumed to have read and to be thoroughly familiar with the Bid Documents and specification, including any Addenda and Bulletins. The failure or omission of any Contractor to receive or examine any form, instrument or document or to visit the site and acquaint itself with conditions there existing, shall not relieve any Contractor from any obligation with respect to its bid.

1. BID SUBMISSION REQUIREMENTS

1.1. BID PROPOSAL

- A. Each document in the Bid Proposal must be properly completed in accordance with these bid specifications. **Bid Proposal Form and all required forms shall be returned as follows:**

All bidders should submit their proposals via mail, courier, or email to RMurphy1@holtlogistics.com.
With respect to all submittals, please be advised of the following:

- All bids must be received on or before the deadline(s) set forth above;
- Late bids will NOT be accepted;
- There will be no exceptions or extensions to the submission deadline(s) granted for bids delayed for any reason including but not limited to mail/courier delays or any issue with submitting bids via email such as file corruption, firewall protection, encryption and virus protection regardless of the cause of any such delay or issue; and Greenwich Terminals LLC/Triad Associates are not responsible for any bid that is sent via mail, courier or email but not received or is received after the relevant deadline(s).

GREENWICH TERMINALS LLC

Attn: Ray Murphy
3301 S. Columbus Boulevard
Philadelphia PA 19148

The envelope shall bear on the outside the name of the Contractor and their license number. If forwarded by mail or courier, the sealed envelope containing the bid must be enclosed in another envelope addressed to Greenwich Terminals LLC.

Greenwich Terminals LLC accepts no liability for bids opened in error due to absence of such notation.

- B. If delivered other than email, one (1) original and at least two (2) copies of all Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the Contractor and the name of the Bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No Bid Proposal will be accepted past the date and time specified by Greenwich Terminals LLC in the Notice to Contractors.
- C. Each Contractor shall sign, where applicable, all bid submissions as follows:
1. For a corporation, by a principal executive officer;
 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively;
 3. For a limited liability company by its Manager or authorized Members; or
 4. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in paragraphs 1 and 2 above; and

- b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. Bid winner must have an active System Award Management registration with SAM.gov.
- E. Lump Sum Bid or Base prices shall be filled in, in ink or typewritten in both words and figures. In case of discrepancy, the amount described in words shall govern. Incomplete or inaccurate proposals may be reason for rejection of bid.
- F. Any Bid Proposal that does not materially comply with the requirements of the Bid Specifications shall be rejected as non-responsive.
- G. When the proposal is made by an individual, their post office address shall be stated and they shall sign the proposal. When made by a firm or partnership or limited liability company, its name and post office address shall be stated and the proposal shall be signed by one or more of the partners or member, as appropriate. When made by a corporation, its name and principal post office address shall be stated, and the proposal shall be signed by an authorized official of the corporation.

Each Contractor shall include with its Bid, for itself and for each of the proposed Subcontractors (Subcontractor list) the following:

Bids may also be rejected for any of the following reasons:

1. All bids shall comply with 2 CFR 200.18-200.326
2. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name.
3. Multiple bids from an agent representing competitive bidders.
4. The bid is inappropriately unbalanced.
5. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case, at its option, the owner may accept the bid of the next lowest responsible bidder.

Each Bid shall include or be accompanied by:

- i. A letter from the Contractor's insurance company stating that if the Contractor is awarded the Contract the insurance company will, within ten (10) days of award, furnish the Contractor with a policy or policies of insurance of the types and in the amounts required by the Contract.
- ii. If applicable, Contractors acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications of bid document(s).
- iii. Such other items as set forth in the Bid Proposal Form.

2.1. EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached to or added by the Contractor to any of the provisions of these Bid Specifications or any changes made by the Contractor on the Proposal Forms shall result in the rejection of the Bid Proposal by Greenwich Terminals LLC.

2.2. SUBSTITUTIONS/MATERIALS

- A.** Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the Contractor may substitute an equal product, subject to the approval of Greenwich Terminals LLC.
- B.** Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder in accordance with the Contract. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C.** It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services to be provided. Greenwich Terminals LLC reserves the right to evaluate the equivalency of the goods and services.
- D.** In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save Greenwich Terminals LLC harmless from any damages resulting from such infringement.
- E.** Only manufactured products of the United States, wherever available, shall be used.
- F.** The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

2.3. CONFLICT OF INTEREST AND NON-COLLUSION

The Contractor must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit".

2.4. NO ASSIGNMENT OF BID

The Contractor may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This Section is not intended to limit the ability of the successful Contractor to assign or otherwise dispose of its duties and obligations under the Contract provided that Greenwich Terminals LLC agrees to the assignment or disposition.

2.5 CONTRACT FORM

The form of agreement shall be provided upon award of contractor.

3. AWARD OF CONTRACT

3.1. GENERALLY

- A. Greenwich Terminals LLC will award the Contract or reject all bids within the time specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any Contractors who consent thereto may, at the request of the Contracting Unit, be held for consideration for such longer period as may be agreed. All Contractors will be notified of Greenwich Terminals LLC's decision in writing.
- B. A written request for the withdrawal of a bid will be granted if received by Greenwich Terminals LLC before any bid has been opened. Upon proper request and identification, bids may be withdrawn as follows:
 - 1. At any time prior to the designated time for opening of bids.
 - 2. Provided the Proposal has not been accepted by Greenwich Terminals LLC, at any time subsequent to the expiration period during which the bidder has agreed not to withdraw his proposal.

Unless a proposal is formally withdrawn, it shall be deemed open for acceptance until the Contract Agreement has been executed by both parties thereto or until Greenwich Terminals LLC manifests that it does not intend to accept the Proposal. Notice of acceptance of a Proposal shall not constitute rejection of any other Proposal.

- C. Award(s), if made, will be to the lowest responsible Contractor, including Alternate Bids, if any, which Greenwich Terminals LLC chooses to accept.
- D. Whenever two or more bids of equal amounts are the lowest bids submitted by responsible Contractors, Greenwich Terminals LLC may award the Contract to any one of such Contractors as in its discretion it may determine.
- E. Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the proposal form(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the Contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any Bid Proposal, then Greenwich Terminals LLC may not award a contract until all tabulations are complete.

Contractor shall keep an accurate record showing the name, craft or trade and actual hourly rate paid to each worker employed by him/her in connection with the project. The record shall be preserved for a period of three years from the date of payment. Contractor shall further post the prevailing wage rates for each craft and classification involved in the project in prominent and easily accessible places at the site of work and at such other places as are used by employer to pay workers.

Before Greenwich Terminals LLC will make final payment, Contractor shall provide to the Owner a Payroll Verification Affidavit, for each payroll period stating the wages then due to any and all workers for wages on account of the project. The affidavit shall certify that Contractor has paid wages in accordance with the Davis Bacon Wage Act.

Contractors should consult the statutes and regulations or legal counsel for further information.

3.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

- A.** Award, if made, will be to the lowest responsible, responsive bidder. In such case where alternate bids will be considered, the low bidder will be determined based on the combined amount of the base bid plus the alternate bid, or bids, which will be included in the contract awarded.
- B.** Greenwich Terminals LLC, within seven (7) days of receipt of the Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party and executed duplicate of the Agreement.
- C.** The Notice to Proceed shall be issued within seven (7) days of the execution of the Agreement by Greenwich Terminals LLC. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between Greenwich Terminals LLC and Contractor. Work for the project is to be completed within Ten (10) months of the issuance of the Notice to Proceed.
- D.** Failure to deliver the documents as specified in the notice of award shall be cause for Greenwich Terminals LLC to declare the Contractor non-responsive and to award the Contract to the next lowest responsible Contractor.

4. GENERAL REQUIREMENTS

4.1. FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

The vendor or contractor guarantees that all materials, supplies and equipment as listed on any bid, request for proposal, quotation, contract or purchase order, furnished or delivered to Greenwich Terminals LLC meet the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as amended from time to time and enforced as of the date hereof.

4.1. SAFETY STANDARDS

The bidder should be aware, if awarded the contract that they will be responsible for any and all subcontractors, as well as themselves, that they are required to comply with all applicable local, state and federal safety, health and environmental regulations, including provisions for protecting Greenwich Terminals LLC employees and the public from construction hazards.

Greenwich Terminals LLC retains the right to have owner's safety representatives inspect any project taking place on the owner's property or through the owner's auspices. Greenwich Terminals LLC reserves the right to stop work if an imminent hazard exists. The costs, if any, created by a work stoppage due to unsafe conditions, will be borne by the contractor responsible for the unsafe condition.

4.3. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Contractors are required to read Americans With Disabilities language that is included as Appendix B of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

4.7. PREVAILING WAGE ACT

This project will be funded with Federal funds from FEMA through the Port Security Grant Program and therefore is subject to the Federal laws and regulations associated with that program, as such the contractor and subcontractors will be required to pay their laborers the greater for wages under the Davis Bacon Act and Related Acts.

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Acts contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related

Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts

4.8. PRICING INFORMATION FOR PREPARATION OF BIDS

Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor’s convenience.

4.9. CERTIFICATES

Upon notification by Greenwich Terminals LLC, the lowest responsible Contractor shall supply to the Contract Administrator, within five days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

4.10. INDEMNIFICATION

The Contractor agrees to indemnify, save harmless and defend Greenwich Terminals LLC and its consultants, elected and appointed officials, representatives, employees and agents, including but not limited to, Astro Holdings, Inc., Delaware Avenue Enterprises, Inc., Northport Distribution LLC, Holt Logistics Corp., the Philadelphia Regional Port Authority and the Commonwealth of Pennsylvania (Greenwich Terminals LLC Indemnified Parties) from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney’s fees), which Greenwich Terminals LLC Indemnified Parties may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders caused, in whole or in part, by the Contractor’s performance or failure to perform its obligations under the provisions of this Bid Specification or by any negligent or willful act or omission of the Contractor, its employees or subcontractor(s) in the performance of this Contract.

4.11. VIOLATIONS OF CONTRACT SPECIFICATIONS

Notwithstanding any specifically enumerated remedy or right Greenwich Terminals LLC may have for any violation of the terms of the Contract or these Specifications, Greenwich Terminals LLC reserves the right to pursue any remedies available to it in law or equity for any breach of the terms and conditions contained herein. Any failure of Greenwich Terminals LLC to enforce the terms and conditions

contained herein shall not be deemed a waiver by Greenwich Terminals LLC of a full enforcement thereof.

4.12. SEVERABILITY

The Contract between the Contractor and Greenwich Terminals LLC shall provide that the laws of the State of Pennsylvania shall govern the agreement. Should a court of competent jurisdiction find that a provision of the agreement is in whole or in part invalid or unenforceable, such finding shall not void or render unenforceable the remainder of the agreement or the provision. This applies, but is not limited to the agreed upon costs and liquidated damages provisions. In the event that a specified liquidated damage amount is found to be inapplicable, damages may still be calculated as allowed by law.

4.13. TERMINATION OF CONTRACT

- A.** If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B.** Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C.** The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors and/or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D.** In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

4.14 PAYMENT

- A.** No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B.** Contract shall be paid in accordance with the Contract upon receipt of an invoice and properly executed voucher. After approval by Greenwich Terminals LLC, the payment voucher shall be placed in line for prompt payment. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided. It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered a release in full of all claims against Greenwich Terminals LLC arising out of, or by reason of, the work done and materials furnished under the contract.

- C. The billing date for the final and retainage payments shall be the date the bill is received by Greenwich Terminals LLC.
- D. Requests for payment that have been approved and certified are approved monthly at the by the Officers of Greenwich Terminals LLC.
- E. PLEASE NOTE: The contract will contain a liquidated damages clause and may require performance bond if requested.

4.15 COMPLIANCE WITH FEDERAL REGULATIONS

Bidders are required to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program. This project will be funded with Federal funds from FEMA through the Port Security Grant Program and therefore is subject to the Federal laws and regulations associated with that program.

Greenwich Terminals LLC is seeking proposals for the installation of a CCTV surveillance system.

The vendor is to supply:

- 6– 4K digital pan tilt zoom cameras, PTZ camera power supplies, 29 -4K fixed position outdoor rated dome cameras, all mounting hardware for cameras, 2 Network video recorders each with 96TB of hard drive space for additional cameras that must integrate with existing CCTV system with Victor client VMS.
- At Head End install 2 NVR each with 96TB's of hard drive space. Network Video Recorders must integrate with existing Victor Client VMS
- Supply and install two network racks.

Vendor to perform:

- Install all cameras above including aiming, focusing, and setting up of each camera.
- Install and set up each NVR (2 in total) for proper implementation of each camera.
- Integrate existing Victor VMS to work with the new cameras and recorders.
- Integrate all new equipment on to existing CCTV network infrastructure for proper integration with existing equipment

Work being supplied by others:

- To And on Poles GRT to Supply and install all wiring needed for power and Video Distribution.
- At Poles GRT will supply and install all Junction Boxes to house power supplies, network switches, etc.
- AT Poles GRT will run 120 volt power from the main junction box to the enclosure
 - Enclosure will include double gang box with outlets
- GRT will supply and install all network switches as needed;
- GRT will supply and install all enclosures as needed. Enclosures to house switches, UPS units, and connections;
- GRT will supply and install all uninterrupted power supplies;
- GRT will supply and install all underground conduit;
- GRT will supply and install all equipment needed for fiber optic connections;
- GRT will supply and install all fiber optic wiring and terminations.

***NOTE ***

- All equipment must integrate with current system and must not violate existing manufacturer warranties.
- If Contractor bids American Dynamics Products, they must be certified by American Dynamics to avoid any warranty issues.
- Contractor must be Kantech Global Certified
 - Contractor must have worked on similar projects for logistics companies in past

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$ _____
Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.