

Bill No. 3018-07

No 10-07-OR

AN ORDINANCE

An Ordinance of the County of Allegheny, Commonwealth of Pennsylvania, amending Ordinance No. 55-05-OR, which authorized the County to enter into a purchasing Services Agreement with the City of Pittsburgh under the Pennsylvania Intergovernmental Cooperation Act for the purpose of jointly cooperating in the performance and exercise of certain governmental functions in the area of providing purchasing services.

Whereas, the General Local Government Code, 53 P.S. §2301 *et. seq.*, generally provides that two or more municipalities may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities; and

Whereas, the Act permits municipalities to enter into cooperation agreements to jointly carry out their respective governmental functions upon the passage of an ordinance; and

Whereas, the Administration continues to believe that it would be beneficial to the County and the region to enter into a services agreement to provide purchasing services for the City of Pittsburgh and has negotiated such an arrangement to completion, determining that there is no negative economic, financial or operational effect upon the County as a result of the City and County entering into such an agreement; and

Whereas, execution of the written agreement by the Administration and authorized representatives of the City is pending; and

Whereas, County Council passed Ordinance No. 55-05-OR on December 20, 2005, which the Chief Executive signed on December 22, 2005; and

Whereas, Ordinance No. 55-05-OR had attached to it an form of agreement identified as "Attachment A," which memorialized the understanding existing at that time between the City and the County respecting the contemplated purchasing Services Agreement; and

Whereas, since Ordinance No. 55-05-OR was passed, the purchasing Services Agreement was finalized in a form that deviated in some respects from "Attachment A" to Ordinance No. 55-05-OR; and

Whereas, the Administration seeks an amendment to Ordinance No. 55-05-OR, which merely substitutes the final purchasing Services Agreement negotiated between the County and the City as "Attachment A."

The Council of Allegheny County hereby enacts as follows:

SECTION 1. Incorporation of the Preamble

The provisions set forth in the Preamble to this Ordinance are incorporated by reference in their entirety herein as findings of fact made by County Council.

SECTION 2. Incorporation of Ordinance No. 55-05-OR

Section 2 of Ordinance No. 55-05-OR is incorporated by reference herein, except that the final purchasing Services Agreement to be executed by the County Manager is attached hereto and marked as "Attachment A".

SECTION 3. Duration of Cooperation Agreement

Sections 3, 4, 5, 6, and 7 Ordinance No. 55-05-OR are incorporated by reference in their entirety herein.

SECTION 4. Severability. If any provision of this Ordinance shall be determined to be unlawful, invalid, void or unenforceable, then that provision shall be considered severable from the remaining provisions of this Ordinance which shall be in full force and effect.

SECTION 5. Repealer. Any Resolution and Ordinance or part thereof conflicting with the provisions of this Ordinance is hereby repealed so far as the same affects this Ordinance.

Enacted in Council, this 6th day of March, 2007,

Council Agenda No. 3018-07

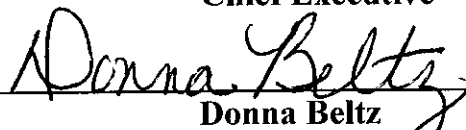


Rich Fitzgerald
President of Council

Attest: 
John Mascio
Chief Clerk of Council

Chief Executive Office  MARCH 15, 2007.

Approved: 
Dan Onorato
Chief Executive

Attest: 
Donna Beltz
Executive's Secretary

SERVICES AGREEMENT

MADE _____, 2007.

By and between

THE COUNTY OF ALLEGHENY, a political subdivision of the Commonwealth of Pennsylvania, (hereinafter, the "County")

and

THE CITY OF PITTSBURGH, a home rule municipality under the laws of the Commonwealth of Pennsylvania, (hereinafter, the "City").

WITNESSETH:

WHEREAS, City and County desire that County purchase commodities on behalf of City; and

WHEREAS, County agrees to purchase commodities on behalf of City in accordance with County's Home Rule Charter, Administrative Code, Purchasing Manual, as amended.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, and intending to be legally bound hereby, City and County agree as follows:

1. **Preambles.** The forgoing preambles are incorporated herein.
2. **Term of Agreement.** This Agreement shall be effective from _____, 2007 through June 30, 2008. City and County shall commence discussions on contract agreement revisions and / or extensions no later than January 1, 2008. In the event that City and County are unable to agree on any such aforementioned revisions and / or extensions by June 30, 2008, County agrees to extend this Agreement for an additional six (6) months. This Agreement may be extended for additional six month periods, upon mutual agreement of both parties.
3. **Scope of Work.** County shall perform the services described in Exhibit "A" attached hereto and made a part hereof. Incorporated herein and made a part hereof is a listing of City Contracts, to be in effect as of the commencement of the Agreement, referred to as Exhibit "B".
4. **Payment.** County to charge the City \$135,000.00 per year for purchasing services. The actual amount due and payable to County from City is an annual

fee of \$135,000.00 for each year of the Agreement, said amount to be paid quarterly in equal installments.

5. **Insurance.** Each party recognizes that the other is self-insured.
6. **Assignment and Delegation.** Neither party shall have the right or power to assign or delegate any rights or duties under this Agreement without the written consent of the other.
7. **No Co-Partnership.** It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect, create or establish the relationship of co-partners between County and City.
8. **Notices.** All notices, reports and documents required or furnished pursuant to this Agreement shall be in writing and shall be mailed by first-class mail, postage prepaid, or sent by facsimile, confirmed by letter, addressed to each party as follows:

(a) As to County:
James M. Flynn, Jr., County Manager
119 Courthouse
436 Grant Street
Pittsburgh, PA 15219

With a copy to:

County Clerk
436 Grant Street, Room 119
Pittsburgh, PA 15219

Or to other such persons or places as County may from time to time designate in writing.

Director of Finance
City of Pittsburgh
City-County Building
414 Grant Street
Pittsburgh, PA 15219-2476

With a copy to:

City Solicitor
City of Pittsburgh Department of Law
313 City County Building
414 Grant Street
Pittsburgh, PA 15219

With a another copy to:
City Clerk
City of Pittsburgh
414 Grant Street, 5th Floor
Pittsburgh, PA 15219

Or to such other persons or places as City may from time to time designate in writing.

9. **Worker's Compensation.** The parties hereby certify that they have accepted the provisions of the Pennsylvania Workers' Compensation and Occupational Disease Acts, as amended and supplemented, insofar as their duties covered by the Agreement are concerned, and that they have insured their liability thereunder in accordance with the terms of said Acts or that they have duly filed a proper certificate of self-insurance with the Pennsylvania Department of Labor and Industry. Both City and County recognize that the other party is self-insured for the purpose of the Workers' Compensation Act.
10. **Compliance with Laws.** The parties shall fully obey and comply with all federal, state and City laws, statutes, ordinances, resolutions and administrative regulations, which are or shall become applicable to any duties performed under this Agreement, it being understood and agreed by the parties that County shall not enforce City legislation and / or requirements that may apply to City Contracts (as defined in Exhibit A and Exhibit B).
11. **Anti-Discrimination.** The County 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. The County shall comply with the applicable provisions of the Pittsburgh Code, Title Six Conduct, Article V Discrimination and any amendments thereto. The County shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder.
12. **Pittsburgh Home Rule Charter.** This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter, and the liability thereunder is limited to the sum of ONE HUNDRED THIRTY-FIVE THOUSAND AND NO CENTS (\$135,000.00), appropriated for the same, chargeable to and payable from: Account number 526100, Fund 1000, Org.121000, Sub-class 150, Budget year 2007.
13. **Requirements for "City Contracts."** The City of Pittsburgh Code of Ordinances at § 161.16, as amended, requires certain provisions regarding charter and liability limit, worker's compensation and occupational disease acts, human relations ordinances and compliance with laws. These requirements shall be part of all "City Contracts" and shall be enforced by City personnel rather than County

personnel. In any situation where the County indicates an intent to bid on behalf of the City, the County shall use the City's bid documents. At a minimum, the bid documents shall include the language and requirements set forth in "Exhibit C."

14. Purchasing Advisory Committee. Immediately upon execution of this Agreement, the parties shall form a Purchasing Advisory Committee ("Committee"), which shall meet as determined by the Allegheny County Chief Purchasing Officer and the City Director of Finance. The Committee shall assist in implementation of this Agreement and address any ongoing or future matters, including but not limited to policies and procedures and dispute resolution.

- (a) County representatives to the Committee shall be County Chief Purchasing Officer, one (1) person designated by County Council, and two (2) other persons designated by County Manager.
- (b) City representatives to the Committee shall be City Director of Finance, one (1) person designated by City Council and two (2) other persons designated by the Mayor.

15. Best Practices; Equal Treatment. Upon assumption of the City's purchasing function, the County agrees to utilize best practices as set forth by the National Institute of Governmental Purchasing and to treat City and County procurement requests equally, regardless of their origin, historical or otherwise. In cases where a conflict may result because of reasons of scarcity, etc., the requests shall be resolved by allotting to the respective parties a proportionate share of their respective needs.

16. No Personal Liability. No elected official, director, officer, agent or employee of City or County shall be charged personally or held contractually liable by or to City and /or County under any terms or provision of this Agreement or because of any breach thereof.

17. Headings. The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and they no way define, limit, or describe the scope or intent of any provisions of this Agreement nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

18. Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions shall remain in full force and effect.

19. Further Assurances. The parties covenant and agree to perform, execute and deliver, or cause to be performed, executed and delivered, any and all such further

acts, instruments, and assurances as either party may reasonably require of the other party for the purposes of or in connections with perfecting the transactions contemplated herein.

20. **Amendment or Modification.** Except as noted herein, this Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, or extended except by a written amendment duly executed by the parties.

21. **Applicable Law.** This Agreement shall be deemed to have been made in and shall be construed according to the laws of the Commonwealth of Pennsylvania.

22. **Authorization.** This Agreement was authorized by County Manager on _____ on Executive Action Number _____ and by the Council of City of Pittsburgh by Resolution _____, effective _____.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT
BLANK.]**

IN WITNESS, WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

ATTEST:

CITY OF PITTSBURGH

By: _____
Luke Ravenstahl
Mayor

WITNESS:

By: _____
Scott Kunka
Director, Finance

EXAMINED BY: _____
Assistant City Solicitor

APPROVED AS TO FORM: _____
City Solicitor

COUNTERSIGNED: _____
City Controller

ATTEST:

COUNTY OF ALLEGHENY

By: _____

James M. Flynn, Jr.
County Manager

WITNESS:

By: _____

Timothy H. Johnson,
Director, Allegheny County,
Administrative Services

APPROVED AS TO FORM: _____

Michael Wojcik, County Solicitor

APPROVED AS TO FORM: _____

Allan J. Opsitnick, Assistant County Solicitor

Exhibit A

Scope of Work

1) County Contracts

- a. Definition – County Contracts are defined as agreements for commodities or anything available for purchase, other than real property or solely services, or any procurement where both City and County intend to procure through the agreement or any County contract that exists in which City decides to utilize.
- b. For County Contracts, County shall provide purchasing services for City which shall encompass the following activities:
 - i) Preparing, advertising, soliciting, opening, tabulating and awarding invitations for bid and requests for proposal for County Contracts exceeding \$30,000.00;
 - ii) Preparing, soliciting and awarding inquiries / requests for quote for County Contracts between \$10,000.00 and \$30,000.00;
 - iii) Contract administration, to include the management of all necessary activities that must be taken, up to and including award of contract and execution of Articles of Agreement.

2) City Contracts

- a. Definition – City Contracts are defined as agreements for commodities strictly for City consumption/usage and are results of City provided specifications and contract language.
- b. The County Division of Purchasing and Supplies shall perform contracting functions previously performed by the City Purchasing Division for City Contracts. Where the County processes a City Contract in accordance with this Agreement, County shall be indemnified against any claims or loss resulting from City's conduct. City of Pittsburgh is a separate political subdivision and shall, by virtue of this Agreement, have County perform all tasks associated with the purchasing function except as set forth herein. City contracts shall be generated on City letterhead using the City contract forms..
- c. For City Contracts, County shall provide purchasing services for City which shall encompass the following activities:
 - i) Advertising, soliciting, opening and tabulating invitations for bid and requests for proposal, preparing award documents and corresponding with awardees for signatures on award documents for City Contracts exceeding \$30,000.00;

- ii) Soliciting inquiries / requests for quote, preparing award documents and corresponding with awardees regarding award documents for City Contracts between \$10,000.00 and \$30,000.00;
- iii) Contract administration, to include the management of all necessary activities that must be taken, up to and including execution of Articles of Agreement.
- iv) Obtain all bid and performance bonds, payable to City. Obtain insurance certificates naming City.
- v) Engage in the following Pre-Bid activities, where applicable.
 - (1) Review City Contracts for proprietary specifications;
 - (2) Update City requirements as needed;
 - (3) Research applicable vendor base;
 - (4) Coordinate common purchases, as able;
 - (5) Conduct RFI/RFQ meetings;
 - (6) Conduct pre-bid meetings;
 - (7) Respond to pre-bid inquiries from City user departments and prospective vendors;
 - (8) Develop bid specifications; and
 - (9) Advertise
- vi) Engage in the following Post –Bid activities, where applicable:
 - (1) Review and Tabulate bids or proposals;
 - (2) Notify City Law Department of any known or potential legal issues;
 - (3) Share tabulation results with City user department;
 - (4) Receive and review recommendations from City user departments;
 - (5) Prepare contract for execution;
 - (6) Obtain vendor execution;
 - (7) Deliver to City for execution;

(8) Respond to inquiries, including, but not limited to, bid protests, right to know requests and audit requests.

d. City shall:

- i) Provide to County the required specifications, timeframes and necessary forms regarding a specific City Contract.
- ii) Review tabulations as provided by County and respond with award recommendations on City letterhead.
- iii) Designate an individual who shall sign and execute each City Contract.

3) Notice of Conflicts/Disputes: Where conflicts, disputes or other issues of legal or administrative concern arise with a City Contract, the County Division of Purchasing and Supplies shall notify the City.

4) County shall not provide the following services at this time, without further agreement:

- a. Managing City's vehicle fleet;
- b. Processing requisitions and purchase orders;
- c. Processing or managing construction procurement;
- d. Processing or managing professional services procurement;
- e. Processing invoices.

5) For Sections 1 and 2 above, City is responsible for and shall:

- a. Provide initial specifications to County and assist in finalizing invitations for bid and requests for proposal in order for County to solicit bids and proposals (i.e., so as to facilitate development of bid-ready documents);
- b. Attach and submit a completed cover sheet / form, to be mutually agreed upon by County and City, with each specification submitted to County to be referred to as "Specification Authorization form";
- c. Promptly respond to County questions and request for information regarding, but not limited to:
 - i) Specifications;

- ii) City solicitations; and
 - iii) City Contracts.
- d. Provide its best usage estimates for specific procurements. This may include reports produced from City's Enterprise Resource Planning ("ERP") system to show City historical spending on a particular contract or contracts, commodities, or items as well as by City department or supplier.
 - e. Be responsible for and manage all acceptance, receipt, warranty and payment issues for items delivered to City.
 - f. Provide the necessary hardware, software and training for County to access and inquire on City's current ERP system. County shall have inquiry ability only into the ERP. The access shall be through two computers in County Division of Purchasing and Supplies, Room 206 of County Courthouse.
 - g. Follow a County-approved supplier complaint process. The complaint escalation process shall include:
 - i) City shall attempt to resolve a delivery or service complaint directly with the supplier. If the complaint is not resolved;
 - ii) City shall notify the supplier, in writing, of the complaint and copy County Division of Purchasing and Supplies on the letter. If the complaint is not resolved;
 - iii) City should submit a Using Department Complaint Report to County Division of Purchasing and Supplies. The Division of Purchasing and Supplies shall communicate with the supplier and copy the using City department on correspondence with the supplier. If the complaint is not resolved;
 - iv) City shall work with County Division of Purchasing and Supplies, City Law Department and County Law Department to resolve the complaint, as necessary.
 - 6) The purchasing services to be performed by County for City shall be performed by employees under the control and supervision of County Chief Purchasing Officer.
 - 7) County shall use its existing purchasing procedures in providing the purchasing services to City in accordance with County Home Rule Charter, Administrative Code and Purchasing Manual as amended and professional standards adhered to by members of the National Institute of Governmental Purchasing as amended.

- 8) Solicitations shall be posted on City's and County's web site and distributed through the County's central bid notification system.
- 9) Information regarding awards and letter agreements resulting from solicitations shall be posted on City and County web sites.
- 10) Contemporaneously with the execution of this Agreement, County and City, and their respective Controllers, shall develop and implement mutually acceptable procedures for operation of the Agreement. These procedures shall be incorporated into this Agreement by reference.
- 11) All County contracts shall be contracts where deliveries are scheduled by placing orders with the contract awardee.
- 12) City's Director of General Services or, upon dissolution of the City Department of General Services, City's Director of Finance, shall assign an individual to be the point-of-contact for issues relating to this Agreement.
- 13) Attached as Exhibit B is the list of known City contracts that are currently in effect.
- 14) For City contracts, there shall be four (4) original contract documents produced to be delivered by County to the following: Vendor, City Controller, City and County.
- 15) City and County shall provide the contact information for a single point of contact to be responsible for the coordination of this Agreement.
- 16) City shall be responsible for ensuring that City Contracts comply with any City of Pittsburgh requirements as evidenced by the final execution by the Mayor.
- 17) Sharing of W/D/MBE information: County shall provide, upon reasonable request from City's Equal Opportunity Review Commission ("EORC") office, information pertaining to the percentage of City Contracts awarded to Minority, Women and Disadvantaged Business Enterprises under this agreement.
- 18) County to provide necessary documentation: County will provide to City, upon reasonable request, copies of all price books, bid tabulations and any other documentation/information, which is deemed to be necessary by City.
- 19) Bid Submissions to be received by City Controller's Office: All bids for City Contracts shall be filed sealed in the Office of the City Controller in accordance with the requirements of the City Home Rule Charter. Bids shall be opened in County offices.

Exhibit B

Current City Contracts

List to be attached

DEPARTMENT OF GENERAL SERVICES COMMODITY CONTRACTS			
CONTRACT	COMPANY	COMMODITY	EXPIRATION
008-02**	PETROLEUM TRADERS CORP	SPOT PURCHASE OF FUEL	6/30/06
008-02**	GLASSMERE FUEL, INC.	SPOT PURCHASE OF FUEL	6/30/07
008-02**	GUTTMAN OIL COMPANY	SPOT PURCHASE OF FUEL	6/30/07
008-04**	EXPORT FUEL CO., INC.	SPOT PURCHASE OF FUEL	6/30/07
015-05	ZAPPI OIL	DRUMMED AND BULK OIL, ETC.	6/30/07
015-05	AMERICAN AGIP CO., INC.	DRUMMED AND BULK OIL, ETC.	6/30/06
015-05	GLASSMERE FUEL, INC.	DRUMMED AND BULK OIL, ETC.	6/30/06
015-05	WINDWARD PETROLEUM, INC.	DRUMMED AND BULK OIL, ETC.	6/30/06
017-04	KEYSTONE FIRE APPARATUS, INC.	DRUMMED AND BULK OIL, ETC.	6/30/06
018-05	LYNN PEAVEY COMPANY	ELKHART FIRE FIGHTING EQUIPMENT, ETC.	8/29/06
018-05	PENNSYLVANIA POLICE SUPPLY, INC.	EVIDENCE COLLECTION SUPPLIES, ACCESSORIES, ETC.	9/30/06
018-05	TRI-TECH INCORPORATED	EVIDENCE COLLECTION SUPPLIES, ACCESSORIES, ETC.	9/30/06
018-05	ARMOR HOLDINGS FORENSICS	EVIDENCE COLLECTION SUPPLIES, ACCESSORIES, ETC.	9/30/06
018-06	TRI-TECH INCORPORATED	EVIDENCE COLLECTION SUPPLIES, ACCESSORIES, ETC.	9/30/06
018-06	WITMER ASSOCIATES D/B/A/ OFFICER STORE	EVIDENCE COLLECTION SUPPLIES, ACCESSORIES, ETC.	9/30/07
018-06	ARMOR HOLDINGS FORENSICS	EVIDENCE COLLECTION SUPPLIES, ACCESSORIES, ETC.	9/30/07
019-05	LYNN PEAVEY COMPANY	EVIDENCE COLLECTION SUPPLIES, ACCESSORIES, ETC.	9/30/07
019-05	SABRE EQUIPMENT	EVIDENCE COLLECTION SUPPLIES, ACCESSORIES, ETC.	9/30/07
020-05	A & H EQUIPMENT COMPANY	GENUINE PARTS FOR FIRE TRUCKS AND EQUIPMENT	12/31/06
020-05	OLD DOMINION BRUSH COMPANY	REPLACEMENT PARTS: STREET SWEEPERS	8/29/06
020-06	A & H EQUIPMENT COMPANY	REPLACEMENT PARTS: STREET SWEEPERS	8/29/06
020-06	OLD DOMINION BRUSH COMPANY	REPLACEMENT PARTS: STREET SWEEPERS	6/30/07
026-05	HOLZBERG COMMUNICATIONS INC	REPLACEMENT PARTS: STREET SWEEPERS	6/30/07
028-05	CONTINENTAL FLOORING COMPANY	GENUINE RADIO EQUIP. REPLACEMENT PARTS, ACCESS.	12/31/06
032-05	DICK BLICK COMPANY	FLOOR TILE, ETC.	3/31/06
032-05	SAX ARTS & CRAFTS	ARTS & CRAFT MATERIALS & SUPPLIES	3/31/06
032-05	S & S WORLDWIDE, INC.	ARTS & CRAFT MATERIALS & SUPPLIES	3/31/06
033-04	PITTSBURGH TROPHY CO., INC.	ARTS & CRAFT MATERIALS & SUPPLIES	3/31/06
033-04	S & S TROPHY	TROPHIES, PLAGUES, AWARDS, MEDALLIONS, ETC.	9/30/06
		TROPHIES, PLAGUES, AWARDS, MEDALLIONS, ETC.	9/30/06

035-05	THE A.G. MAURO COMPANY	DOORS, ACCESSORIES, ETC. (See 85-06)	3/31/06
036-05	CULLY GLASS CORPORATION	GLASS (See 85-06)	5/30/06
038-05	GUTTMAN OIL COMPANY - FUELMAN MIDATLAN	FUEL PURCHASES FOR AUTHORIZED CITY VEHICLES AT S	6/30/08
040-05	BEST ACCESS SYST. (DIV. OF STANLEY SECUF	OEM LOCKS, PARTS & ACCESSORIES: BEST LOCKING SYS	12/31/06
045-05	TRAFFIC CONTROL PRODUCTS, INC.	TRAFFIC SIGNAL HEADS	12/31/06
048-04	CENTRAL POLY CORPORATION	JANITORIAL SUPPLIES	12/31/05
048-04	UNISOURCE	JANITORIAL SUPPLIES	12/31/05
048-04	INTERBORO PACKAGING CORPORATION	JANITORIAL SUPPLIES	12/31/05
048-04	WEST PENN BRUSH	JANITORIAL SUPPLIES	12/31/05
048-04	ALL AMERICAN POLY	JANITORIAL SUPPLIES	12/31/05
048-04	MAICA PRODUCTS	JANITORIAL SUPPLIES	12/31/05
049-05	CLEANING SYSTEMS, INC./DBA HOTSY EQIPME	STEM CLEANING SOLUTION	12/31/05
056-05	SPLASH WATER SPORTS, INC.	SCUBA SUPPLIES	9/30/07
060-04	LAFARGE NORTH AMERICA	SLAG, CINDERS, FLY ASH	3/31/07
060-04	FRANK BRYAN, INC.	SLAG, CINDERS, FLY ASH	12/31/05
060-06	LAFARGE NORTH AMERICA	SLAG, CINDERS, FLY ASH	12/31/05
066-06	THREE RIVERS EQUIPMENT COMPANY, INCOR	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/07
066-06	U.S. MUNICIPAL SUPPLY, INC.	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06
066-06	E.H. GRIFFITH, INC.	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06
066-06	KRIGGER AND COMPANY INCORPORATED	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06
066-06	WALSH EQUIPMENT INCORPORATED	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06
066-06	JEFFERSON HILLS LAWN EQUIPMENT	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06
066-06	DOYLE EQUIPMENT COMPANY	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06
066-06	VERMEER SALES & SERVICE	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06
066-06	ANDERSON EQUIPMENT COMPANY	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06
066-06	GROFF TRACTOR AND EQUIPMENT INCORPOR	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06
066-06	CHARLES R. MUELLER AND SONS INCORPORA	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06
066-06	ALLEGHENY LAWN AND GOLF	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06
066-06	BECKWITH MACHINERY COMPANY	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06
066-06	HIGHWAY EQUIPMENT COMPANY	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06
066-06	LESCO, INC.	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06
066-06-2	U.S. MUNICIPAL SUPPLY, INC.	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06

066-06-2	RAYCO MANUFACTURING INC	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06
066-06-2	THREE RIVERS EQUIPMENT COMPANY, INCORP	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06
066-06-2	RITENOUR EQUIPMENT CENTER	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, S	12/31/06
070-06	TRAFFIC CONTROL PRODUCTS, INC.	GENUINE PARTS: TRAFFIC SIGNAL EQUIPMENT	3/31/07
070-06	TRAFFIC SIGNS, INC.	GENUINE PARTS: TRAFFIC SIGNAL EQUIPMENT	3/31/07
070-06	TRAFFIC SIGNAL EQUIPMENT	GENUINE PARTS: TRAFFIC SIGNAL EQUIPMENT	3/31/07
070-06	TRA STAR, INC.	GENUINE PARTS: TRAFFIC SIGNAL EQUIPMENT	3/31/07
071-05	TRAFFIC PARTS INCORPORATED	TRAFFIC SIGNAL LAMPS	12/31/06
071-05	SCOTT ELECTRIC	TRAFFIC SIGNAL LAMPS	12/31/06
071-05	TRI-STATE SUPPLY COMPANY, INC.	TRAFFIC SIGNAL LAMPS	12/31/06
072-04	WHITECO SUPPLY COMPANY	PORTLAND CEMENT/HIGH EARLY STRENGTH PORTLAND,	12/31/05
072-04	MEADE PRODUCTS, INC.	PORTLAND CEMENT/HIGH EARLY STRENGTH PORTLAND,	12/31/05
074-05-2	SERVCO PRODUCTS	FASTENERS, ETC.	12/31/06
074-05-2	GATEWAY FASTENERS LLC	FASTENERS, ETC.	12/31/06
075-05	PLAYGROUND CONCEPTS OF WESTERN PA.	SYNTHETIC PROTECTIVE PLAY SURFACE I, ETC.	8/29/06
075-05	PETE JEFFREY AND ASSOCIATES	SYNTHETIC PROTECTIVE PLAY SURFACE I, ETC.	8/29/06
075-05	BREAKFALL, INC.	SYNTHETIC PROTECTIVE PLAY SURFACE I, ETC.	8/29/06
075-06-2	PETE JEFFREY AND ASSOCIATES	SYNTHETIC PROTECTIVE PLAY SURFACE I, ETC.	9/30/07
975-06	BREAKFALL, INC.	SYNTHETIC PROTECTIVE PLAY SURFACE I, ETC.	9/30/07
076-06	ARCHITECTURAL IRON CO.	STEEL AND WOOD BENCHES	12/31/07
077-04	FRANK BRYAN, INC.	SAND/GRAVEL/LIMESTONE	12/31/05
077-05	HANSON AGGREGATES PMA INC	SAND/GRAVEL/LIMESTONE	12/31/05
082-05	VAN DYK BUSINESS SYSTEMS	PAPER, ETC.	8/29/06
084-04	ADVANTAGE TENNIS SUPPLY	BASKETBALL AND TENNIS SUPPLIES, EQUIPMENT, ETC.	8/29/06
084-04	BEAVER DISTRIBUTING COMPANY T/A SOLS O	BASKETBALL AND TENNIS SUPPLIES, EQUIPMENT, ETC.	8/29/06
084-04	S & S WORLDWIDE, INC.	BASKETBALL AND TENNIS SUPPLIES, EQUIPMENT, ETC.	8/29/06
084-04	SPORT SUPPLY GROUP dba PASSON'S SPORT	BASKETBALL AND TENNIS SUPPLIES, EQUIPMENT, ETC.	6/30/06
085-06	CULLY GLASS CORPORATION	CONSTRUCTION MATERIALS & BUILDING SUPPLIES	3/31/07
085-06	GEORGE L. WILSON CO., INC.	CONSTRUCTION MATERIALS & BUILDING SUPPLIES	3/31/07
085-06	RUSMUR FLOORS	CONSTRUCTION MATERIALS & BUILDING SUPPLIES	3/31/07
085-06	THE A.G. MAURO COMPANY	CONSTRUCTION MATERIALS & BUILDING SUPPLIES	3/31/07

085-06	GEORGE M. HALL, CO.	CONSTRUCTION MATERIALS & BUILDING SUPPLIES	3/31/07
090-04	EMERY TREE SERVICE	TOPSOIL	12/31/06
093-05	FEDEROVCH LANDSCAPE SUPPLY	ATHLETIC FIELD SOIL	12/31/07
093-05	NATURAL SAND COMPANY	ATHLETIC FIELD SOIL	12/31/07
094-05-2	FRANK DOERR TRUCK EQUIPMENT	GENUINE EMERGENCY VEHICLE PARTS & ACCESSORIES	12/31/06
094-05-2	SABRE EQUIPMENT INCORPORATED	GENUINE EMERGENCY VEHICLE PARTS & ACCESSORIES	12/31/06
094-05	PENNSYLVANIA POLICE SUPPLY, INC.	GENUINE EMERGENCY VEHICLE PARTS & ACCESSORIES	12/31/06
095-05	DANLINE INC	PARTS: SWEEPER BROOM REFILLS, MAIN BROOMS, ETC.	12/31/06
095-05	ODB	PARTS: SWEEPER BROOM REFILLS, MAIN BROOMS, ETC.	12/31/06
099-04*	SHANNON SAFETY PRODUCTS	WORK GLOVES AND SAFETY VESTS	6/30/05
099-04	MILLER SAFETY & FIRST AID PRODUCTS	WORK GLOVES AND SAFETY VESTS	6/30/05
099-04	INDUSTRIAL SUPPLIES COMPANY	WORK GLOVES AND SAFETY VESTS	6/30/05
099-04	ALLEGHENY FABRICATING AND SUPPLIES, INC	WORK GLOVES AND SAFETY VESTS	6/30/05
100-05	ERNST CONSERVATION SEEDS	LANDSCAPING SUPPLIES, ETC. (See Allegheny County Spec	12/31/05
100-05	E.H. GRIFFITH, INC.	LANDSCAPING SUPPLIES, ETC. (See Allegheny County Spec	12/31/05
100-05	LESCO, INC.	LANDSCAPING SUPPLIES, ETC. (See Allegheny County Spec	12/31/05
100-05-2	SANDY CREEK SUPPLY	LANDSCAPING SUPPLIES, ETC. (See Allegheny County Spec	12/31/05
110-05	SABRE EQUIPMENT	PARTS: SALT SPREADERS & PLOWS	9/30/06
110-05	J & J TRUCK EQUIPMENT	PARTS: SALT SPREADERS & PLOWS	9/30/06
110-05	A & H EQUIPMENT COMPANY	PARTS: SALT SPREADERS & PLOWS	9/30/06
110-05-2	FRANK DOERR TRUCK EQUIPMENT	PARTS: SALT SPREADERS & PLOWS	9/30/06
110-06	SABRE EQUIPMENT COMPANY	PARTS: SALT SPREADERS & PLOWS	9/30/07
110-06	CENTRAL PARTS WAREHOUSE	PARTS: SALT SPREADERS & PLOWS	9/30/07
110-06-2	A & H EQUIPMENT COMPANY	PARTS: SALT SPREADERS & PLOWS	9/30/07
112-04-2	BINGHAM & TAYLOR	SEWER CASTINGS, ETC.	12/31/05
112-04-2	ALLEGHENY FOUNDRY/EAST JORDAN IRON WORKS	SEWER CASTINGS, ETC.	12/31/05
113-04	A.M. LEONARD, INC.	MANUAL TOOLS: SHOVELS, RAKES, ETC.	9/30/05
113-04	E.H. GRIFFITH, INC.	MANUAL TOOLS: SHOVELS, RAKES, ETC.	9/30/05
113-04	GRAINGER	MANUAL TOOLS: SHOVELS, RAKES, ETC.	9/30/05
113-04	INDUSTRIAL SUPPLIES COMPANY	MANUAL TOOLS: SHOVELS, RAKES, ETC.	9/30/05
113-04-2	L&M SALES	MANUAL TOOLS: SHOVELS, RAKES, ETC.	9/30/05

117-05	J.O. HERBERT COMPANY	SIGN POSTS, SQUARE TUBE TYPE	12/31/06
117-05	U.S. MUNICIPAL SUPPLY, INC.	SIGN POSTS, SQUARE TUBE TYPE	12/31/06
117-05-2	SIGNAL SERVICE, INC.	SIGN POSTS, SQUARE TUBES, BRACKETS, ETC.	12/31/06
118-03	CALDWELL'S WINDOWWARE	WINDOW BLINDS	9/30/05
119-04	E.H. GRIFFITH, INC.	FIELD WHITE, THOMASVILLE TURF LINER	12/31/05
125-04	PITTSBURGH STRUCTURAL CLAY PRODUCTS,	HEAVY TRAFFIC CLAY BRICK PAVERS AND BRICK, ETC.	12/31/05
130-05	CUTTERS EDGE - EDGE INDUSTRIES, INC.	CHAIN SAWS UTILIZED BY THE FIRE BUREAU AND REPLAC	3/31/06
139-05	PREMIERE SAFETY & SERVICE, INC.	FIREFIGHTERS PROTECTIVE GEAR	8/29/06
142-07		LUMBER, PLYWOOD, MDO, ETC.	
144-04	HALL SIGN, INC.	STREET NAME SIGNS, ETC.	12/31/05
145-04*	U.S. STANDARD SIGN	ALODIZED ALUMINUM SIGN BLANKS	12/31/05
145-04	CUSTOM PRODUCTS CORP.	ALODIZED ALUMINUM SIGN BLANKS	12/31/05
153-04	JACK LAFFERTY'S TRUCK PARTS	HYDRAULIC HOSES & FITTINGS	8/29/06
153-04	PYRAMID SUPPLY & EQUIPMENT CO.	HYDRAULIC HOSES & FITTINGS	8/29/06
154-04	PENN DETROIT DIESEL-ALLISON	ALLISON TRANSMISSIONS	12/31/06
154-04	TRANSAXLE CORPORATION	ALLISON TRANSMISSIONS	12/31/06
155-05	PENNSYLVANIA POLICE SUPPLY INCORPORAT	AMMUNITION, ETC.	5/30/06
155-05	MARKL SUPPLY COMPANY INCORPORATED	AMMUNITION, ETC.	5/30/06
155-05	LAW ENFORCEMENT TARGETS INCORPORATE	AMMUNITION, ETC.	5/30/06
156-04	SCHORIN COMPANY, INC.	KITCHEN AND SANITARY SUPPLIES, COFFEE MAKERS, ETC	8/29/06
156-04-2	PAPER PRODUCTS CO. INC.	KITCHEN AND SANITARY SUPPLIES, COFFEE MAKERS, ETC	8/29/06
156-04-2	SCHORIN COMPANY, INC.	KITCHEN AND SANITARY SUPPLIES, COFFEE MAKERS, ETC	8/29/06
158-06		HYDRAULIC RESCUE TOOL SYSTEM	
160-06-2	ALTEC INDUSTRIES, INC.	BUCKET TRUCK: RENT TO OWN	12/31/09
163-03	ESSENTIAL INFORMATION SYSTEMS	EMERGENCY MGMT. INFORMATION SOFTWARE, ETC.	9/30/06
166-05	BULLDOG OFFICE PRODUCTS, INC.	BULK OFFICE SUPPLIES	9/30/06
166-05	OFFICEMAX	BULK OFFICE SUPPLIES	9/30/06
166-05	VAN DYK BUSINESS SYSTEMS	BULK OFFICE SUPPLIES	9/30/06
167-05	(See Allegheny County Spec #5718)	PHOTOGRAPHIC SUPPLIES	12/31/06
172-06	S&S WORLDWIDE, INC.	BASEBALL & SOFTBALL SUPPLIES, MATERIALS & EQUIPME	12/31/06
172-06	A.D. STARR	BASEBALL & SOFTBALL SUPPLIES, MATERIALS & EQUIPME	12/31/06
172-06	SPORTSMAN'S	BASEBALL & SOFTBALL SUPPLIES, MATERIALS & EQUIPME	12/31/06

172-06	RIDDELL/ALL AMERICAN	BASEBALL & SOFTBALL SUPPLIES, MATERIALS & EQUIPME	12/31/06
172-06	BILL FRITZ SPORTS CORP	BASEBALL & SOFTBALL SUPPLIES, MATERIALS & EQUIPME	12/31/06
172-06	BEAVER DISTRIBUTING CO.	BASEBALL & SOFTBALL SUPPLIES, MATERIALS & EQUIPME	12/31/06
172-06	PYRAMID SCHOOL PRODUCTS	BASEBALL & SOFTBALL SUPPLIES, MATERIALS & EQUIPME	12/31/06
172-06-2	SPORT SUPPLY GROUP dba PASSON'S SPORT	BASEBALL & SOFTBALL SUPPLIES, MATERIALS & EQUIPME	12/31/06
172-06-2	A.D. STARR	BASEBALL & SOFTBALL SUPPLIES, MATERIALS & EQUIPME	12/31/06
172-07	S&S WORLDWIDE, INC.	BASEBALL & SOFTBALL SUPPLIES, MATERIALS & EQUIPME	12/31/07
172-07	BEAVER DISTRIBUTING CO.	BASEBALL & SOFTBALL SUPPLIES, MATERIALS & EQUIPME	12/31/07
172-07	SPORT SUPPLY GROUP dba PASSON'S SPORT	BASEBALL & SOFTBALL SUPPLIES, MATERIALS & EQUIPME	12/31/07
172-07	A.D. STARR	BASEBALL & SOFTBALL SUPPLIES, MATERIALS & EQUIPME	12/31/07
172-07	CANNON SPORTS	BASEBALL & SOFTBALL SUPPLIES, MATERIALS & EQUIPME	12/31/07
172-07	RIDDELL/ALL AMERICAN	BASEBALL & SOFTBALL SUPPLIES, MATERIALS & EQUIPME	12/31/07
172-07	SPORTSMAN'S	BASEBALL & SOFTBALL SUPPLIES, MATERIALS & EQUIPME	12/31/07
174-04	CONCRETE CONCEPTS, INC.	PRE-CAST CONCRETE PRODUCTS	12/31/05
176-04	DURA-SALES	PRE-CAST CONCRETE RETAINING WALL BLOCK SYSTEM	12/31/05
184-05	H.C. HARRINGTON CO., INC.	DOLOMITIC FILTER MATERIAL	3/31/06
185-05	H.C. HARRINGTON CO., INC.	WATER TREATMENT CHEMICALS	3/31/06
185-05	LESLIE'S POOLMART, INC	WATER TREATMENT CHEMICALS	3/31/06
185-05	SAL CHEMICAL	WATER TREATMENT CHEMICALS	3/31/06
185-05	UNIVAR USA, INC.	WATER TREATMENT CHEMICALS	3/31/06
186-06	RECREONICS, INC.	SWIMMING POOL TESTING SUPPLIES	3/31/07
186-06	RECREATION SUPPLY COMPANY	SWIMMING POOL TESTING SUPPLIES	3/31/07
186-06	H. C. HARRINGTON CO., INC.	SWIMMING POOL TESTING SUPPLIES	3/31/07
186-06	BEL-AQUA POOL SUPPLY INC	SWIMMING POOL TESTING SUPPLIES	3/31/07
186-06	O.P. AQUATICS	SWIMMING POOL TESTING SUPPLIES	3/31/07
187-06	MARINE RESCUE PRODUCTS, INC.	SWIMMING POOL SUPPLIES, ETC.	12/31/06
187-06	BEL-AQUA POOL SUPPLY INC	SWIMMING POOL SUPPLIES, ETC.	12/31/06
187-06	RECREATION SUPPLY COMPANY	SWIMMING POOL SUPPLIES, ETC.	12/31/06
187-06	RECREONICS, INC.	SWIMMING POOL SUPPLIES, ETC.	12/31/06
187-06	B & R POOLS AND SUPPLY	SWIMMING POOL SUPPLIES, ETC.	12/31/06
187-06	RECREATION EQUIPMENT UNLIMITED, INC.	SWIMMING POOL SUPPLIES, ETC.	12/31/06
187-06	H.C. HARRINGTON CO., INC.	SWIMMING POOL SUPPLIES, ETC.	12/31/06

187-06	O.P. AQUATICS		SWIMMING POOL SUPPLIES, ETC.	12/31/06
187-06	SUPERIOR POOL PRODUCTS		SWIMMING POOL SUPPLIES, ETC.	12/31/06
187-06-2	H.C. HARRINGTON CO., INC.		SWIMMING POOL SUPPLIES, ETC.	12/31/06
187-07	O.P. AQUATICS		SWIMMING POOL SUPPLIES, ETC.	12/31/07
187-07	BEL-AQUA POOL SUPPLY INC		SWIMMING POOL SUPPLIES, ETC.	12/31/07
187-07	B & R POOLS AND SUPPLY		SWIMMING POOL SUPPLIES, ETC.	12/31/07
187-07	MARINE RESCUE PRODUCTS, INC.		SWIMMING POOL SUPPLIES, ETC.	12/31/07
187-07	WATER SAFETY PRODUCTS, INC.		SWIMMING POOL SUPPLIES, ETC.	12/31/07
187-07	H.C. HARRINGTON CO., INC.		SWIMMING POOL SUPPLIES, ETC.	12/31/07
187-07	RECREONICS, INC.		SWIMMING POOL SUPPLIES, ETC.	12/31/07
203-04	HILLTOP SALES ASSOC		LETTERS/SMITH MACHINE SUPPLIES	12/31/07
207-07			HEART MONITOR / DEFIBRILLATOR SUPPLIES, ETC.	6/30/06
208-05	TRI-ANIM HEALTH SERVICES INC		MEDICAL SUPPLIES HARDWARE EQUIPMENT, ETC.	3/31/07
208-05	BOUND TREE MEDICAL LLC		MEDICAL SUPPLIES HARDWARE EQUIPMENT, ETC.	3/31/07
208-05	AMBU		MEDICAL SUPPLIES HARDWARE EQUIPMENT, ETC.	3/31/07
208-05	SMITHS MEDICAL ASD, INC.		MEDICAL SUPPLIES HARDWARE EQUIPMENT, ETC.	3/31/07
208-05	SOUTHEASTERN EMERGENCY EQUIPMENT		MEDICAL SUPPLIES HARDWARE EQUIPMENT, ETC.	3/31/07
208-05	KENTRON HEALTH CARE, INC.		MEDICAL SUPPLIES HARDWARE EQUIPMENT, ETC.	3/31/07
208-05	MATRX MEDICAL, INC.		MEDICAL SUPPLIES HARDWARE EQUIPMENT, ETC.	3/31/07
209-04	CENTRAL POLY CORP		DISPOSABLE MEDICAL SUPPLIES	3/31/06
209-04	MATRX MEDICAL, INC.		DISPOSABLE MEDICAL SUPPLIES	3/31/06
209-04	R.D.B. ENTERPRISES LLC		DISPOSABLE MEDICAL SUPPLIES	3/31/06
209-04	SMITHS MEDICAL ASD, INC.		DISPOSABLE MEDICAL SUPPLIES	3/31/06
209-04	SOUTHEASTERN EMERGENCY EQUIPMENT		DISPOSABLE MEDICAL SUPPLIES	3/31/06
209-04	SUPREME MEDICAL FULFILLMENT		DISPOSABLE MEDICAL SUPPLIES	3/31/06
209-04	BOUND TREE MEDICAL LLC		DISPOSABLE MEDICAL SUPPLIES	3/31/06
209-04	FIRSTLINE, LLC		DISPOSABLE MEDICAL SUPPLIES	3/31/06
209-04	TRI-ANIM HEALTH SERVICES INC		DISPOSABLE MEDICAL SUPPLIES	3/31/06
209-04	MOORE MEDICAL CORPORATION		DISPOSABLE MEDICAL SUPPLIES	3/31/06
209-04	EVER READY FIRST AID		DISPOSABLE MEDICAL SUPPLIES	3/31/06
209-06	MATRX MEDICAL, INC.		DISPOSABLE MEDICAL SUPPLIES	9/30/07
209-06	SOUTHEASTERN EMERGENCY EQUIPMENT		DISPOSABLE MEDICAL SUPPLIES	9/30/07

209-06	MOORE MEDICAL CORPORATION	DISPOSABLE MEDICAL SUPPLIES	9/30/07
209-06	BOUND TREE MEDICAL, LLC	DISPOSABLE MEDICAL SUPPLIES	9/30/07
209-06	FIRST LINE, LLC	DISPOSABLE MEDICAL SUPPLIES	9/30/07
209-06	KENTRON HEALTH CARE, INC.	DISPOSABLE MEDICAL SUPPLIES	9/30/07
209-06	EMERGENCY MEDICAL SUPPLY	DISPOSABLE MEDICAL SUPPLIES	9/30/07
210-04	POINT SPRING & DRIVESHAFT	TIRE CHAINS, ETC.	3/31/06
214-03	VINCE'S GAS & WELDING	MEDICAL GASES, ETC.	6/30/06
214-06	SKY OXYGEN	MEDICAL GASES, ETC.	6/30/09
218-05	RYMAK DIESEL SUPPLY	AUTOMOTIVE, TRUCK, AND HEAVY EQUIPMENT FILTERS, E	6/30/06
219-04	CARSO, INC.	PESTICIDES, ETC.	6/30/05
219-04	CIM SUPPLY, INC.	PESTICIDES, ETC.	6/30/05
219-04	E.H. GRIFFITH, INC.	PESTICIDES, ETC.	6/30/05
219-04	J.C. EHRLICH CHEMICAL CO., INC.	PESTICIDES, ETC.	6/30/05
219-04	LESCO, INC.	PESTICIDES, ETC.	6/30/05
220-04	TOTER, INC.	PURCHASE OF RECYCLING CONTAINER	6/30/06
220-04	REHRIG PACIFIC COMPANY	PURCHASE OF RECYCLING CONTAINER	6/30/06
221-04	N. EASTERN UNIFORMS & EQUIPMENT, INC.	EMPLOYEE UNIFORMS (ENVIRONMENTAL SERVICES)	6/30/07
222-04	N. EASTERN UNIFORMS & EQUIPMENT, INC.	EMPLOYEE UNIFORMS (BUILDING INSPECTION)	3/31/07
240-06		TASERS AND ACCESSORIES, ETC.	9/30/08
242-05	TETRA TECHNOLOGIES, INC.	LIQUID CALCIUM CHLORIDE	9/30/07
243-05	J.V. CHUJKO	LAWN AND GARDEN TOOLS, (GAS/ELECTRIC)	8/29/06
243-05	E.H. GRIFFITH, INC.	LAWN AND GARDEN TOOLS, (GAS/ELECTRIC)	8/29/06
243-05	LESCO, INC.	LAWN AND GARDEN TOOLS, (GAS/ELECTRIC)	8/29/06
243-06	J. V. CHUJKO, INC.	LAWN AND GARDEN TOOLS	9/30/07
243-06	KRIGGER AND COMPANY INCORPORATED	LAWN AND GARDEN TOOLS	9/30/07
243-06	E H GRIFFITH, INC.	LAWN AND GARDEN TOOLS	9/30/07
243-06	LESCO, INC.	LAWN AND GARDEN TOOLS	9/30/07
243-06	JEFFERSON HILLS LAWN EQUIPMENT	LAWN AND GARDEN TOOLS	9/30/07
279-05	PREMIERE SAFETY & SERVICE, INC.	GENUINE OEM PARTS FOR DRAEGER BRAND SCBA EQUIP	3/31/07
280-03-2	PREMIERE SAFETY & SERVICE, INC.	PURCHASE/INSTALLATION: BREATHING CASCADE SYSTEM	3/31/06
307-05	MYERS TIRE SUPPLY	TIRE SERVICE EQUIPMENT	6/30/06

307-05	TIRE SERVICE EQUIPMENT MFG. COMPANY	TIRE SERVICE EQUIPMENT	8/29/06
308-05	FRANK DOERR TRUCK EQUIPMENT	COMPACT REFUSE DUMPERS	6/30/06
317-06	CAPTAIN CLOTHING COMPANY	STAFF APPAREL	12/31/06
317-06	IMAGE ONE UNIFORMS, INC.	STAFF APPAREL	12/31/06
317-06	BEAVER DISTRIBUTING/T/A SOLS OF AMBRIDG	STAFF APPAREL	12/31/06
324-05	FIRE-FLY EQUIPMENT SALES, INC.	FIRE HOSE, ETC.	12/31/05
324-06	KEYSTONE FIRE APPARATUS, INC.	FIRE HOSE, ETC.	12/31/06
324-06-2	KEYSTONE FIRE APPARATUS, INC.	FIRE HOSE, ETC.	12/31/06
325-05	GIANT EAGLE, INC.	FOOD VOUCHERS/GIFT CERTIFICATES	6/30/06
325-06	GIANT EAGLE, INC.	FOOD VOUCHERS/GIFT CERTIFICATES	6/30/07
327-06	KONGSBERG UNDERWATER TECHNOLOGY	SECTOR SCAN SONAR SYSTEM	12/31/06
328-06	HUSKY AIRBOATS	RESCUE AIRBOAT	12/31/06
337-05	PREMIER SAFETY & SERVICE, INC.	HELMET I.D. SYSTEM	9/30/06
340-05	PENNSYLVANIA POLICE SUPPLY	ADVANCED TASER M2 6 EQUIPMENT, ACCESSORIES, ETC.	12/31/05
341-05-2	PENNSYLVANIA POLICE SUPPLY	OLEORESIN CAPSICUM (PEPPER SPRAY)	3/31/06
342-05	PENNSYLVANIA POLICE SUPPLY	TASER X-26E EQUIPMENT, ACCESSORIES, ETC.	12/31/05
342-06	PENNSYLVANIA POLICE SUPPLY	TASER X-26E EQUIPMENT	12/31/06
343-05	ARAMSCO, INC.	PERSONAL ALERT DEVICES	6/30/06
344-06	GALLS, an ARAMARK COMPANY, LLC	POLICE BICYCLE SIRENS AND TAIL LIGHTS	12/31/06

Exhibit C

City Code Contract Requirements

The provisions of Paragraph 13 of this agreement are incorporated herein, in their entirety.

“HOME RULE CHARTER: LIABILITY OF CITY: Any part of this Agreement pertaining to the purchase of commodities on behalf of the City of Pittsburgh 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 therefore by Resolution of Pittsburgh City Council.

WORKERS’ COMPENSATION: CONTRACTOR hereby certifies that it has accepted the provisions of the Worker's Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Agreement is concerned, and that it has insured its liability thereunder in accordance with the terms of the said Acts, as evidenced by the certificate of insurance it has caused to be attached hereto, or that it has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

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, Title Six - Conduct, Article V-Discrimination, and any amendments thereto. CONTRACTOR shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. CONTRACTOR shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.

COMPLIANCE WITH LAWS: CONTRACTOR shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are or should be applicable to any work performed under this Agreement.

OTHER CITY PROVISIONS: CONTRACTOR will be required to submit an executed statement of compliance with all Pittsburgh Codes, Regulations, and Ordinances.

TERMINATION: The City of Pittsburgh may terminate its participation in this Agreement at any time, without cause or liability, by giving CONTRACTOR thirty (30) days advance written notice of its intention to terminate.

GOVERNING LAW: This Agreement shall, in all respects, be governed by the laws of the Commonwealth of Pennsylvania.

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

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

- A. Bids for \$10,000.00 or more must be accompanied by either an MBE/WBE Solicitation and Commitment statement or an MBE/WBE Commitment Waiver Request.
- B. On contracts over \$75,000.00, final payment will be retained by the City and/or the County at least until all work is performed under the contract and the CONTRACTOR submits a final report to the City detailing the actual levels of MBE and WBE participation, as well as explaining any failure to meet MBE and WBE goals which had been stated in the previously submitted

MBE/WBE Solicitation and Commitment Statement. The report must be submitted within thirty (30) days after the City's request.

C. **MBE/WBE REPORT:** By entering into a contract with the County on behalf of the City, the prospective Contractor shall be required to submit a final report, within thirty (30) days of the City's request, detailing the actual levels of MBE and WBE participation in the contract. Any disparity between actual participation levels and the participation levels projected in the MBE/WBE Solicitation and Commitment Statement will be explained in the final report. Failure to make a good faith effort to meet the goals stated in the MBE/WBE Solicitation and Commitment Statement may be considered a material breach of the contract resulting in debarment from participation in future City contracts. Please note that final payment under the contract can be withheld for failure to submit a MBE/WBE report.”


DEBARMENT AFFIDAVIT: Any vendor/contractor contracting with the City must warrant that it is not prohibited from entering into an Agreement with the CITY by reason of disqualification under subsection (b) of Section 161.22 of the Pittsburgh Code. An affidavit certifying compliance with this Section must be attached to as an Exhibit and is incorporated into any “City contract.”

ANTI-SWEATSHOP PROVISIONS: - Any vendor/contractor will be required to submit an executed statement of compliance with Pittsburgh Code § 161.02(b)(4), which certifies that nothing has come to its attention that would lead it to believe that any of the goods/products provided herein were made under sweatshop conditions. Good/products are NOT made under sweatshop conditions if all of the conditions listed in section 161.02(e) of the Pittsburgh Code apply in the manufacturing facility in which the goods/products are made.

If the City is presented with information that would lead the City to reasonably believe that the Contractor or its suppliers may be obtaining goods or products for sale, re-sale, lease or rental to the City that were made under sweatshop 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 160.02.

M E M O R A N D U M
OFFICE OF THE COUNTY MANAGER

TO: John Mascio
Chief Clerk

FROM: James M. Flynn, Jr. 
County Manager

DATE: February 1, 2007

RE: Proposed Ordinance

Attached is an Ordinance amending Ordinance No. 55-05-OR, which authorized the County to enter into a purchasing Services Agreement with the City of Pittsburgh under the Pennsylvania Intergovernmental Cooperation Act for the purpose of jointly cooperating in the performance and exercise of certain governmental functions in the area of providing purchasing services.

The Allegheny County Law Department has reviewed this legislation prior to submitting it to Council.

Please place this on the next agenda for County Council approval.

Thank you.