

CITY OF PITTSBURGH

Office of Management & Budget

on behalf of the

Department of Public Works



Request for Proposal

for

Thermoplastic Marking System

RFP No. 2017-0030

Release Date: August 14, 2017

Submittal Deadline: August 25, 2017
no later than 4:00pm EST

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1 Introduction

August 14, 2017

To All Prospective Bidders:

The City of Pittsburgh Office of Management and Budget on behalf of the Department of Public Works invites you to submit a proposal for Thermoplastic Marking System.

The City of Pittsburgh has secured funding to implement a durable pavement marking program. A durable pavement marking program will help to reduce maintenance time while increasing the presence of markings on the street. This will provide more explicit communication to all road users. The purpose of this RFP is to procure equipment that installs thermoplastic pavement markings, as well as train staff on its proper use.

Any questions in regard to this RFP should be submitted in writing **no later than 4pm EST on August 18, 2017** and directed to:

Thoryn Simpson
Manager, Strategic Initiatives
Office of Management and Budget
City-County Building, Room 502
Pittsburgh, PA 15219
Email: thoryn.simpson@pittsburghpa.gov

All proposals will be due by **August 25, 2017 no later than 4pm EST** as described in the Timeline section of this RFP. The Committee will announce the Awardee in September.

Sincerely,



Jennifer L. Olzinger
Assistant Director/Procurement Manager
Office of Management and Budget

2 Background

The Department of Public Works, is seeking proposals from qualified entities to supply thermoplastic pavement marking installation equipment. The equipment supplied must be all equipment required to start a thermoplastic pavement marking program along with necessary training to properly use and maintain the equipment.

3 Tentative Schedule of Events

The following represents the tentative schedule for this project. Any change in the scheduled dates for the Pre-Proposal Conference (if applicable), Deadline for Submission of Written Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP released:	August 14, 2017
Cut-off for questions:	August 18, 2017 at 4pm EST
Proposal submission deadline:	August 25, 2017 at 4pm EST
Proposal Review & Supplier Scoring	Week of August 28, 2017
Contract award:	Week of August 28, 2017
Project start date:	Upon fully executed contract

4 Scope of Services

4.1 Scope Detail

The City of Pittsburgh Department of Public Works is looking to buy a Thermoplastic Pre-Melting Kettle Set (two - 1,000 pound kettles; 2,000 pounds total capacity) with hand liners, dies, ancillary equipment and training to implement a durable pavement marking program. The following specification are provided for guidance. Respondents are encouraged to submit other configurations that have the same operational capabilities but may be more cost effective.

4.2 General Specifications

- The unit will consist of two (2) 1,000LB. capacity thermoplastic pre-melting kettles mounted on a common steel skid with a common hydraulic power plant. They will be a vertical design, air-jacketed, diesel fired, skid mounted and self-contained thermoplastic pre-melting kettle system. Kettles will be mounted to a 14,000LB. GVW tandem axle raised steel decked, bumper pull trailer.

A. Thermoplastic Pre-melting Kettle Specifications:

1. Material Tanks:

- Two (2) 1,000lb capacity tanks will be vertical design, cylindrical in shape with a 2" minimum air jacket surrounding material tank and 5" minimum at all corners mounted side by side on a steel skid.
- The tanks will be surrounded by a square steel framework completely filled on all sides with a minimum of two (2) inch thick insulation to allow for maximum heat retention and increased burner fuel efficiency. Steel framework and insulation will also provide for minimal heat transfer to external surface of kettles.
- The kettle set tanks with external framework will have outside dimensions of 72" in length by 61" in total width (both tanks side by side) with a maximum overall height not to exceed 74".
- Each tank will have a minimum of three (3) vertical heat vents one (1) located on each side and one (1) located on the rear of the top of the kettle to insure consistent heat circulation throughout entire tank. Vents will be a minimum of 24" high.
- Each material tank will have an exhaust vent located in the center of the rear half of the top of the kettle to allow for dissipation of fumes, etc. from the material tank. Exhaust vent will be designed to prevent rain from entering tank.
- Each tank shall be capable of melting 1,000lbs. of thermoplastic material to application temperature within 90 minutes.

- The tanks will be of sufficient size (capacity) as to not allow any overflow of material during travel when filled to 1,000lbs. (stated capacity).
- Each kettle will be equipped with a stainless steel lined burner compartment.

2. Agitation System

- The kettles will be equipped with two inch (2") diameter "auger" enhanced hydraulically driven agitator shafts coupled directly to agitator motors to insure material is thoroughly mixed vertically and horizontally.
- The unit will be equipped with a variable speed agitation system capable of turning in a clockwise rotation, a counterclockwise rotation, and a neutral position.
- The agitator shafts will be equipped with integrated upper, lower, center, and vertical paddles to insure material is thoroughly mixed.

3. Loading Hatch

- The kettles will have anti-splash loading doors located on the top plate.
- The loading doors will consist of three (3) doors for safely loading material. The outer most door opening up, the first inner door opening out (this will also serve as a shelf for resting material immediately prior to loading), the inner most door will serve as a safety door to prevent any material from contacting the operator in the event of splash back or flashing. The loading doors will prevent water from entering the kettle when in the closed position.
- The rear side of the kettles loading assembly will have a hinged rectangular flap door designed to allow dissipation of fumes, etc. to escape away from the operator.
- The loading doors will be designed to accept both block and granulated material.

4. Discharge Valve

- The unit will be equipped with two (2) three inch (3") plug valve type material outlet valves and housing (one for each kettle) for discharging the material. Internal tank discharge opening will be designed to allow heat from burner compartment to surround internal discharge area and will be insulated to facilitate smooth discharge of material. Molasses type outlet valves are unacceptable.
- Plug type material outlet valves will be easily accessible. The plug type discharge valves must be mounted so as to draw material from the kettle from a point BELOW the bottom level of the kettle bottom to allow full emptying of the kettle. Units with discharge valves mounted level with level or slightly above the kettle bottom are not acceptable. Bidder to provide photo documentation showing compliance to this requirement and provide 6 references , to include

name contact person and phone number of users who's kettles utilize this design.

5. Burner System

- Each kettle will be equipped with a diesel fired burner with a single orifice and all necessary valves, fittings and hoses to operate on commercially available diesel fuel.
- The main burner will be integrated and controlled with a digital, thermostatically controlled electronic ignition system. Two (2) thermocouples one (1) mounted into each material tank will provide data to separate digital temperature controllers (one for each tank) capable of operating in a 50-550 degree Fahrenheit temperature range. Separate pilot light controls will be unacceptable.
- The diesel burners shall be fueled by a 24 gallon on board fuel tank located under the feed step area.
- The burner control system will include an integrated shut-off system.
- The electronic temperature control/ignition system controls will be mounted on the discharge side of kettles within easy reach of operator. The unit will contain a single control box which houses controls for both kettle tanks.
- The unit will be equipped with two (2) 0-550 degree Fahrenheit temperature gauges visible from discharge side of kettle (one (1) for each material tank).
- All electronic controls will operate from a 12 volt system. A 12 volt battery with protective case will be supplied and mounted to the kettle skid. The 12 volt battery will be charged off the hydraulic power plant.
- Each melter shall be equipped with an audible alarm should the thermoplastic temperature exceed 440°F.

6. Hydraulic System

- The kettles will be equipped with a self-contained load sensing, pressure compensating hydraulic system. This system will "sense" the required output necessary to turn the agitators and will automatically adjust the hydraulic pressure to the required amount. This system allows for reduced demand on the hydraulic power plant, reduced heat generated by the hydraulic system, and increased efficiency of hydraulic system power plant. The hydraulic system will be capable of turning a solid block of material without the risk of damage to the agitator shaft or system. This system will prevent build-up of material on the side walls of the tanks by "scraping" the material from the walls upon sufficient heat to outer edge of tank.
- The hydraulic system will consist of one (1) direct drive agitator motor for each tank coupled directly to the agitator shafts. Units containing chain driven agitator motors will be unacceptable.

- The hydraulic system will contain a piston type hydraulic pump coupled directly to hydraulic power plant. Units containing chain driven hydraulic pumps will be unacceptable.
- The hydraulic system will include two (2) sets (one for each tank) of easily operated hydraulic controls mounted within easy reach of operator between the material loading hatches.
- Hydraulic system will include separate flow control adjustments for each agitator to adjust speed of agitator.
- The system will include a hydraulic reservoir with a minimum capacity of 24.5 gallons mounted to the steel skid under the feed step.
- The hydraulic system will include a hydraulic filter mounted below the feed step with all necessary hoses and fittings.

7. Hydraulic Power Plant

- The kettles will be equipped with a minimum 21hp liquid cooled 3 cylinder diesel fueled engine with electric start and battery.
- Power plant will be mounted on the kettle skid to retain the versatility of self-contained thermoplastic pre-melting kettles. Remote mounted power plants will be unacceptable.

8. Main Frame

- The kettles will be mounted to a steel skid with built in fork lift channels. The steel skid will be a minimum of 72" in width by 68 ½" in length by 4" in height.
- The unit will have a removable feed step platform assembly with side handrails mounted to the kettle framework and the steel skid. The feed step platform will extend the width of the kettle with an access step located in the middle to allow equal access to both tanks.
- The kettle skid will be painted with high temperature heat resistant paint.
- The kettle body will be painted with heat resistant primer and gloss finish coat.

9. Safety Features

- Each material tank will be equipped with an anti-splash back material loading door system.
- Each material tank will be equipped with an anti-flash safety door.
- Each material tank will be equipped with a hinged rectangular flap door integrated into the loading door assembly on the back side designed to allow dissipation of fumes, etc, to escape away from the operator.

- Entire kettle unit will be sufficiently insulated on all sides (where applicable) to minimize “Hot” external surfaces.
- Unit will be equipped with posted “Warning, Instruction, and Hazard” placards and decals where appropriate.
- Unit will be equipped with safety engineered internal plug valve discharge system.
- Unit will be equipped with an automatic electronic ignition system. (Separate pilot light ignition systems are unacceptable).
- Unit will be equipped with a “high-heat” safety shutdown system.
- Unit will be equipped with an anti-skid operator platform with side and hand rails.
- Unit will be equipped with safety propane shut down system.
- Unit will be equipped with one fire extinguisher mounted on the front of the trailer
- Unit will be equipped with one first aid kit.

10. Arrow Board

- The unit shall be equipped with a 3’ X 6’ 15 lamp LED type multi-function arrow board. The controller for the arrow board functions shall be located in the tool box located on the trailer platform.

11. Warranty

- The pre-melting kettles shall be warranted against defective materials and workmanship for a period of eighteen (18) months after the machine is accepted and approved: Provided the machine is properly serviced, maintained, and operated under normal conditions and according to the manufacturer’s instructions.
- All parts, pieces, and equipment not manufactured by the supplier shall be warranted according to their manufacturer’s policies.
- No other warranty, express or implied is included.
- Manufacturer will not be liable for consequential damages of any kind.

12. Quality

- All hoses, fittings, fasteners, bolts, and miscellaneous hardware used shall be properly designed and engineered for the purpose in which it is being used.

- All fabrication, assembly and paint techniques will provide a finished unit consistent or exceeding common industry standards.
- The unit will be tested with water at the manufacturer's facility prior to delivery to ensure all electronic controls, hydraulic controls and power plant are functioning properly.

B. Trailer Specifications

1. General

- Unit will consist of an 8' wide by 16' long 14,000LB. GVW, bumper pull, tandem axle, raised deck trailer capable of transporting: one (1) 2,000 LB. capacity thermoplastic pre-melting kettle set (mounted to trailer deck);
- Unit will have two (2) 7,000LB. capacity torsion axles with electric brakes and emergency break-away system.
- Unit will include 14,000LB. spring return drop leg jack.
- Unit will have DOT approved rubber shock mounted lights and 7-way trailer to truck plug.
- Trailer to be undercoated.
- Trailer to be painted white, melter is painted white with black base.
- Trailer deck will be steel diamond plate decked with built in stake pockets and four (4) "D" type tie down rings.

2. Trailer Continued

- Unit will have a 12 volt, 1,500LB. capacity electric hoist mounted to front of trailer deck. Hoist will be capable of lifting a thermoplastic applicator on and off of trailer deck.
- The trailer shall be equipped with a pintle or ball hitch with wiring harness.
- One (1) steel, lockable tool box will be mounted to trailer deck.

3. Technical Support

- The manufacturer shall have a technical service and parts support group available through a toll free 800 number between the hours of 8:00 AM to 5:00 PM Mountain Standard Time.

- The manufacturer will maintain an inventory of common marking machine parts used on the specified unit.

4. Delivery & Training

- Delivery of the specified machine from the manufacturer to the purchaser's specified location will be made within twelve (12) to fourteen (14) weeks after receipt of the hard copy purchase order. The successful bidder shall include all transportation costs to deliver the unit to the City of Pittsburgh, PA.
- On site training by a qualified factory technician shall be provided. Training will consist of two (2) days training at City of Pittsburgh on the systems, components, functions, safety, and maintenance of the supplied unit.
- One (1) thermoplastic pre-melter spare parts kit provided with delivery of the unit.

5. Manuals

- One (1) operation / parts / service manuals will be included and delivered with equipment.

C. Thermoplastic Handliner

1. General

- Two (2) complete handliners will be provided. Each unit will consist of one (1) 250lb. capacity thermoplastic material tank with manually operated steel agitator assembly with adjustable automatic direct drive glass bead applicator. Handliner will be manufactured using lightweight rugged aluminum with built in lifting rings for loading and unloading. LP heat system directed at bottom of material tank along with radiant LP heat over extrusion die enclosure. Material temperature indicator enclosed in protective housing.

2. Material Tank

- One (1) 250LB. capacity tank will be vertical design, cylindrical in shape.
- Construction shall consist of ¼" inch rolled aluminum with steel protector plate.
- Material tank construction shall include filter screen allowing hot thermoplastic material transferred from a thermoplastic pre-melter to pass through catching any debris.

- The tank shall consist of a vertically mounted, manually operated steel agitator assembly with handle protruding from material tank allowing agitation of material with fill lid safely closed and secured.

3. Agitation System

- The tank shall consist of a vertically mounted, manually operated steel agitator assembly with handle protruding from material tank allowing agitation of material with fill lid safely closed and secured.

4. Loading Hatch

- The handliner will have two (2) hinge style loading doors located on the top plate.
- Each loading door will be configured with a bolt style latch system to keep loading door securely closed after loading.

5. Discharge Valve

- The unit will be equipped with a steel molasses type discharge valve angled horizontally from the bottom of the material tank into an aluminum constructed ribbon screed box housing. Discharge valve will be designed to allow heat from radiant LP burners above discharge valve compartment to sufficiently heat the discharge valve and ribbon screed die to facilitate smooth discharge of material.
- Discharge valve will be attached to a remote lever handle easily accessible to the operator who will manually manipulate lever as needed to supply hot thermoplastic material from discharge valve to ribbon box.

6. Burner System

- Each handliner will be equipped with a propane fired ring burner mounted under the material tank with all necessary valves, fittings and hoses to operate on commercially available LP fuel.
- The main burner will be integrated and controlled with either a manual temperature gauge or thermostatically controlled electronic ignition system.
- Burner System will include a main burner pilot. Access to the pilot will be through the front fire box door.
- The burner control system will include an integrated shut-off system.

- The electronic temperature control/ignition system controls will be mounted below the operator handles within easy reach of operator.
- The unit will be equipped with one (1) 0-550 degree Fahrenheit temperature gauge mounted on the top of the material tank facing the operator. Temperature gauge shall be protected by an aluminum housing with expanded metal front.
- Each handliner shall be equipped with an Infra-Red burner system mounted above the discharge valve designed to sufficiently heat the discharge valve and ribbon screed die to facilitate smooth discharge of material.

7. Screed Die System

- The handliner die and linkage is designed to accept all aluminum “quick change” dies. Dies will install by hooking the die claw onto the torsion spring die retainer located on the front side of the die housing.
- The screed die system works by the operator opening a valve by remote lever to transfer hot thermoplastic, by gravity, into a screed type die. Upon filling the die, the valve is closed and the die is lowered to the road surface. A separate remote lever than opens the die allowing the thermoplastic in the die to contact the road.
- The die shall include infinite adjustment to allow optimal rear carbide runner adjustment
- Machine shall have option of either left hand or right hand material discharge valves.

8. Steering

- The handliner will be equipped with high quality wheel bearings to insure easy movement and long life.
- Wheel construction shall consist of heavy duty cast steel wheels with durable polyurethane rubber coating for traction.
- Handliner shall come equipped with operator controlled hand actuated “parking” brake system.
- Handliner shall come equipped with option of fixed rear wheels or swivel/lockable rear wheel assembly.

9. Bead Dispenser System

- The unit shall incorporate a direct drive bead delivery system engaged by a simple wheel to wheel design that activates when bead box is lowered.
- The unit will come equipped with an automatic bead delivery system that is infinitely adjustable from 4” to 13” width. The operator controls a 4” lever on the side of the bead dispenser to the desired line width location.

- Bead dispensing system shall hold 40lbs of beads.

10. Safety Features

- Material tank will be equipped with two anti-flash safety doors.
- Entire handliner unit will be sufficiently insulated on all sides (where applicable) to minimize "Hot" external surfaces.
- Unit will be equipped with posted "Warning, Instruction, and Hazard" placards and decals where appropriate.

11. Quality

- All hoses, fittings, fasteners, bolts, and miscellaneous hardware used shall be properly designed and engineered for the purpose in which it is being used.
- All fabrication, assembly and paint techniques will provide a finished unit consistent or exceeding common industry standards.

12. Technical Support

- The manufacturer shall have a technical service and parts support group available through a toll free 800 number between the hours of 8:00 AM to 5:00 PM Mountain Standard Time.
- The manufacturer will maintain an inventory of common marking machine parts used on the specified unit.

13. Delivery & Training

- Delivery of the specified machine from the manufacturer to the purchaser's specified location will be made within twelve (12) to fourteen (14) weeks after receipt of the hard copy purchase order. The successful bidder shall include all transportation costs to deliver the unit to the City of Pittsburgh, PA.
- On site training by a qualified factory technician shall be provided. Training will consist of two (1) day training at City of Pittsburgh on the systems, components, functions, safety, and maintenance of the supplied unit.

14. Manuals

- One (1) operation / parts / service manuals will be included and delivered with equipment.

5 General Terms & Conditions

5.1 Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Respondent that they:

5.1.1 Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of the proposal

5.1.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.

5.1.3 Represent that all information contained in the proposal is true and correct.

5.1.4 Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other proposer in regard to the amount, terms or conditions of this proposal.

5.1.5 Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by a proposer, and proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on the grounds that the proposer was not fully informed to any fact or condition.

5.2 RFP Term

Respondent's proposal shall remain firm and effective, subject to the City's review and approval, for a period of one hundred twenty (120) days from the closing date for the receipt of proposals.

The City may enter into negotiations with one or more Respondents during the one hundred twenty (120) day period during which all proposals will stay effective. The purpose of such negotiations will be to address questions and identify issues as the parties move towards the execution of a final contract or contracts.

5.3 RFP Communications

Unauthorized contact regarding this RFP with employees or officials of the City of Pittsburgh other than the RFP Coordinator named in Section 1 of this document may result in disqualification from this procurement process.

Neither Respondent(s) nor any person acting on Respondent(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Pittsburgh, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated RFP Coordinator identified in Section 1 of this document.

5.3.1 Interested parties must direct all communications regarding this RFP as outlined in this document.

5.3.2 The City shall not be responsible for nor bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

5.3.3 Each proposer shall assume the risk of the method of dispatching any communication or proposal.

5.3.4 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Deadline for Submission Questions listed in the tentative project schedule.

5.3.5 The City reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The City's official responses and other official communications pursuant to this RFP shall constitute an addendum of this RFP.

5.3.6 The City will publish all official responses and communications pursuant to this RFP to the City of Pittsburgh procurement website. It is the responsibility of each proposer to check the site and incorporate all addenda into their response.

All addenda for this RFP will be distributed via the City of Pittsburgh procurement website at procurement.pittsburghpa.gov/beacon/opportunities

5.3.7 Only the City's official, written responses and communications shall be considered binding with regard to this RFP.

5.4 Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the City as outlined in Section 8.2 of this document

5.5 Withdrawal of Proposals

A proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in this RFP by delivering a written request for withdrawal signed by, or on behalf of, the proposer.

5.6 Public Record

Respondent, by submittal of a proposal, acknowledges that all proposals may be considered public information in accordance with the Commonwealth of Pennsylvania Right to Know laws. Subject to award of this RFP, all or part of any submittal may be released to any person or firm who may request it. Therefore, proposers shall specify in their Cover Letter if any portion of their submittal should be treated as proprietary and not releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.

Any information considered proprietary should be indicated as such or not included in the response.

5.7 Non-Conforming Proposal

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

5.8 Disqualification

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

5.8.1 Evidence of collusion, directly or indirectly, among proposers in regard to the amount, terms or conditions of this proposal;

5.8.2 Any attempt to improperly influence any member of the evaluation team;

5.8.3 Existence of any lawsuit, unresolved contractual claim, or dispute between the proposer and the City;

5.8.4 Evidence of incorrect information submitted as part of the proposal;

5.8.5 Evidence of proposer's inability to successfully complete the responsibilities and obligation of the proposal; and

5.8.6 Proposer's default under any previous agreement with the City, which results in termination of the agreement.

5.9 Restrictions on Gifts and Activities

The City of Pittsburgh Ethics Code and Chapter 198 of the City Code (Code of Conduct) was established to promote public confidence in the proper operation of our local government. These resources outline the requirements for disclosure of interests and restricted activities as related to public procurement processes. Proposers are responsible to determine the applicability of these requirements to their activities and to comply with its requirements.

5.10 Rights of the City of Pittsburgh

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- A.** Reject any and all proposals;
- B.** Issue subsequent Requests for Proposals;
- C.** Cancel this RFP with or without issuing another RFP;
- D.** Remedy technical errors in the Request for Proposals process;
- E.** Approve or disapprove the use of particular sub-consultants;
- F.** Make an award without further discussion of the submittal with the proposer (therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose);
- G.** Meet with select proposers at any time to gather additional information;
- H.** Make adjustments to the scope of services at any time if deemed by the Office of Management and Budget to be in the best interest of the City;
- I.** Accept other than the lowest offer.
- J.** Waive any informality, defect, non-responsiveness, or deviation from this RFP that is not material to the Respondent's proposal;
- K.** Reject the proposal of any Respondent who, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City;
- L.** Reject the proposal of any Respondent who, in the City's sole judgment, is financially or technically incapable of performing in accordance with this RFP;
- M.** Negotiate with any, all, or none of the Offerors and to enter into an agreement with another Offeror in the event that the originally selected finalist defaults or fails to execute an agreement with the City.
- N.** Award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results; and/or
- O.** Enter into an agreement with another proposer in the event the originally selected proposer defaults or fails to execute an agreement with the City.
- P.** Require a performance bond and/or other "failure to deliver" agreement by the awardee at time of contracting.

6 Miscellaneous Requirements

6.1 Acknowledgements

A. Conflict of Interest

By submission of a proposal to this RFP, Respondent agrees that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services required under this RFP.

B. Code of Ethics

By submission of a proposal to this RFP, Respondent agrees to abide by the Code of Ethics of The City of Pittsburgh. The full Ethics Handbook can be found here:
http://pittsburghpa.gov/personnel/files/policies/10_Ethics_Handbook.pdf

C. Fair Trade Certification

By responding to this RFP, the Respondent certifies that no attempt has been made, or will be made, by the Respondent to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition.

D. Non-Disclosure

By responding to this RFP, the Respondent acknowledges they may be required to sign a Non-Disclosure Agreement during the contracting process if they are the successful bidder.

E. Debarment

This RFP is also subject to Section 161.22 of the City of Pittsburgh Code related to debarment from bidding on and participating in City contracts.

F. Financial Interest

No proposal shall be accepted from, or contract awarded to, any individual or firm in which any City employee, director, or official has a direct or indirect financial interest in violation of applicable City and State ethics rules. Entities that are legally related to each other or to a common entity which seek to submit separate and competing proposals must disclose the nature of their relatedness.

G. Full Fee Disclosure

Pursuant to Section 161.36 of the Pittsburgh City Code, a Respondent must include a disclosure of any finder's fees, fee splitting, firm affiliation or relationship with any broker-dealer, payments to consultants, lobbyists, or commissioned representatives or other contractual arrangements of the firm that could present a real or perceived conflict of interest.

7 Equal Opportunity

7.1 MWE/DBE

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 women and minority groups in all City contracts.

The City requires that all bidders demonstrate good faith efforts to obtain the participation of Minority-Owned Business Enterprises (MBE's) and Women-Owned Business Enterprises (WBE's) in work to be performed under City contracts. The levels of MBE and WBE participation will be monitored by the City of Pittsburgh's Equal Opportunity Review Commission (EORC).

In order to ensure that there are opportunities for historically disadvantaged minority groups and women to participate on Covered Contracts, and consistent with the City's current equal employment opportunity practice and goals, the EORC will review contracts to include an evaluation of a developer/contractor's employment of minority groups and women, and encourages goals of eighteen (18) percent and seven (7) percent participation respectively.

7.2 Veteran-Owned Small Business

It is also the City's goal to encourage participation by veteran-owned small businesses in all contracts. The City of Pittsburgh shall have an annual goal of not less than five (5) percent participation by veteran-owned small businesses in all contracts. The participation goal shall apply to the overall dollar amount expended with respect to the contracts.

The City requires that all bidders demonstrate good faith efforts to obtain the participation of veteran-owned small business in work to be performed under City contracts. The levels of veteran-owned participation will be monitored by the City of Pittsburgh's EORC.

7.3 Good Faith Commitment

In order to demonstrate good faith commitment to these goals, all bidders are required to complete the attached MDE/WBE/Veteran-Owned Solicitation and Commitment Form (which details the efforts made by the bidder to obtain such participation). **Failure to submit this form along with all documented correspondence to potential MDE/WBE/Veteran-Owned subcontractors may result in rejection of the proposal.**

For further information, including definitions and additional requirements, please see Chapter 177A (Sections 177A.01 *et. seq.*) of the City Code and Section 161.40 of the City Code.

8 Format & Submittal Requirements

8.1 Format Requirements

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below.

8.1.1 Cover Letter

A cover letter should be submitted with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (including physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*)
- Acknowledgement that all proposals may be considered public information in accordance with the Commonwealth of Pennsylvania Right to Know Laws as described in Section 5 of this document.
- The Cover Letter must be signed by an officer empowered by the firm to sign such material and thereby commit the firm to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.
- If you, as an individual, or if any principal or employee of your firm, has a relationship or knowledge of, or contact with any official or employee of the City; that relationship, knowledge, or contact should be stated and described in your Letter of Transmittal.

8.1.2 TAB A: Firm's Qualifications, Experience & References

Describe the firm and provide a statement of the firm's qualifications for providing the scope of services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you proposed to utilize to supplement your firm's staff.

Provide a summary of the firm's experience in providing these or similar services. Provide a minimum of three references for related projects, including dates, contact person, phone number, email, and a brief description of the project or scope of work.

8.1.3 TAB B: Qualifications of Team

Provide a brief summary of the qualifications and experience of each team member assigned to this project, including length of service with the firm and resume/bio, and the qualifications /experience of any sub-consultant staff on your project team.

8.1.4 TAB C: Project Approach and Plan

Provide a detailed discussion of your firm's approach to the successful completion of the scope of services outlined in this RFP. Include thorough discussions of methodologies you believe are essential to accomplishing this project or completing the scope of services. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff roles who would be assigned to each major task, including sub-consultants.

8.1.5 TAB D: Cost Proposal

Provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by major phase and/or deliverable as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses (e.g., travel) requested to be paid by the City. Note: if travel expenses are included, the rate assumptions generally should not exceed the United State General Services Administration (GSA) rates for Pittsburgh.

8.1.6 TAB E: Required Statements

Include statements of assurance regarding the following requirements detailed in Section 7 of this document:

- Applicable completed MWE/DBE & Veteran-Owned Small Business Solicitation & Commitment Form (Appendix B)

8.1.7 TAB F: Exceptions

Describe any and all proposed exceptions, alterations, or amendments to the Scope of Services or other requirements of this RFP, including the City of Pittsburgh Sample Professional Services Agreement. This section shall be clearly marked "Proposed Exceptions" in your submittal. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.

8.2 Submittal Requirements

- A.** Your submittal package, to be returned by the date and time outlined in Section 1 of this document, shall include the following:
- One (1) original and five (5) printed copies of your proposal; and
 - One (1) electronic copy of your proposal in either MS Word or PDF format to be delivered via email.
- B.** Submittals shall be sent by U.S. Mail, commercial delivery service or Hand Delivery. Submissions may not be sent by fax.
- C.** Responses should be delivered **ONLY** to the OMB RFP Coordinator:
- Thoryn Simpson
Manager, Strategic Initiatives
Office of Management and Budget
City-County Building, Room 502
Pittsburgh, PA 15219
thoryn.simpson@pittsburghpa.gov
- D.** The City of Pittsburgh shall not be responsible for proposals delivered to a person or location other than that specified herein.
- E.** Late proposals shall not be accepted or considered.
- F.** All submittals, whether selected or rejected, shall become the property of the City of Pittsburgh and will not be returned.
- G.** All costs associated with proposal preparation shall be borne by the Respondent.

9 Evaluation & Selection

9.1 Selection Procedure

- A.** Your Proposal will be evaluated by a Proposal Committee comprised of the Director or other supervisor of the Using Department, one or more members of the Director's staff, at least one member of the Office of Management & Budget and any other department representatives as deemed necessary.
- B.** Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the criteria listed below. The firm(s) submitting the highest rated proposal may be invited for interviews.

9.2 Criteria

All proposals will be evaluated using the following criteria:

- Firm's Qualifications, Experience and References
- Qualifications of Team
- Project Approach and Plan
- Cost Proposal
- MWDBE/VOSB Good Faith Effort

10 Award & Contract

10.1 Award

After the City has received all Proposals and conducted its initial Evaluation, described above, the Proposal Committee may invite one or more Respondents to a follow-up interview to further discuss their Proposal(s).

The Proposal Committee may decide to accept the Proposal of one or more Respondents. It may decide to reject all proposals. Once a Proposal is accepted, the contract negotiation process will commence. This RFP and your response to it, in the form of your entire Proposal, will become part of the Contract. If a real or apparent conflict should arise between this RFP/Proposal and other language contained in the final Contract, the language of the final Contract shall control.

10.2 Contracting Process

Successful Respondents will be required to enter into a Contract with the City of Pittsburgh, contingent upon the approval of City Council. This Contract will be directed and managed by the issuing department and the Office of Management & Budget. A copy of the City's Standard Professional Services Contract is attached for your review.

Work cannot commence on the Scope of the RFP until it a contract is fully executed. The City cannot process invoices nor approve payments until this Contract has been fully executed by the Respondent and all required City signatories, including the issuing department, the Law Department, and the City Controller.

City laws and policies mandate the incorporation of various terms and conditions into all City contracts (see Appendices). For this reason the City will not sign any standard contract proffered by the Respondent.

An agreement shall not be binding or valid with the City unless and until it is fully executed by authorized representatives of the City and of the Proposer. Once the Contract is fully executed the City will notify Respondent in writing and give the order to proceed.

11 Appendices

11.1 Attachment(s) Listing

Appendix A – Sample Professional Services Agreement

Appendix B – MWDBE and Veteran-Owned Solicitation and Commitment Form

Appendix C – Grant Agreement for Additional Terms Reference