



REQUEST FOR PROPOSAL

2024-RFP-027

NATURAL GAS SUPPLY CONSULTANT SERVICES

City of Pittsburgh
City-County Building
Pittsburgh, PA 15219

RELEASE DATE: February 7, 2025

DEADLINE FOR QUESTIONS: March 17, 2025

RESPONSE DEADLINE: March 31, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Pittsburgh
REQUEST FOR PROPOSAL
Natural Gas Supply Consultant Services

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1. Introduction

1.1. Summary

The City of Pittsburgh's Office of Management & Budget, on behalf of the Department of Public Works, is soliciting bids from Licensed Natural Gas Supply Vendors for Natural Gas Supply Consultant Services.

1.2. Background

The City of Pittsburgh ("CITY") Office of Management & Budget ("OMB"), on behalf of the Department of Public Works ("DPW"), is soliciting bids from Licensed Natural Gas Supply Vendors ("Contractors") for Natural Gas Supply Consultant Services ("Services") for the term of the contract. All bids submitted in response to this request shall be considered an offer to provide service to all City facilities. All Contractors bidding on this procurement must be registered with the Pennsylvania Public Utility Commission ("PAPUC") and should have knowledge of and experience working with Pennsylvania local government entities.

The CITY is seeking a Contractor that can best serve the natural gas supply needs for the CITY while maximizing supply cost avoidance through effective commodity purchasing practices and other energy portfolio cost management activities. The Contractor will provide qualified natural gas supply at a competitive price, ongoing technical support, and ensure the City has online access to data about natural gas usage and billing activity for each CITY facility for the term of the contract.

1.3. Contact Information

Omoye Aikhuele

Sustainable Procurement Specialist

3001 Railroad St

Pittsburgh, PA 15201

Email: omoye.aikhuele@pittsburghpa.gov

Phone: [\(412\) 552-0615](tel:(412)552-0615)

Department:

Office of Management & Budget

1.4. Timeline

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	February 7, 2025
Question Submission Deadline	March 17, 2025, 3:00pm

Proposal Submission Deadline	March 31, 2025, 3:00pm
Proposal Review and Supplier Scoring	Early April 2025
Contract Award	Late April to Early May 2025

2. Instructions to Bidders

2.1. Submittal Requirements

All proposals must be submitted electronically. No proposal shall be accepted in person, by U.S. Mail, by private courier service, via oral or email communication, telephone or fax transmission.

Respondents are required to provide one (1) electronic copy of their proposal in either MS Word or PDF by the submission deadline.

If additional hard copies are requested, 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. All proposals will need to be provided electronically so the following format will apply for the electronic submittal through the Beacon website.

2.2. Additional Submission Considerations

Late proposals will not be accepted or considered. Respondents should allow enough time to register company on the City's e-Procurement Portal, search the solicitation they wish to respond to and complete the submission process online before the deadline.

The City of Pittsburgh shall not be responsible for proposals delivered to a person or location other than that specified herein.

All submittals, whether selected or rejected, shall become the property of the City of Pittsburgh and will not be returned.

All costs associated with proposal preparation shall be borne by the applicant.

3. Scope of Work

3.1. Overview

The Licensed Natural Gas Supply Vendor ("Contractor") will provide the CITY with Natural Gas Supply Consultant Services ("Services") for the procurement of natural gas supply for the CITY's building portfolio for the term of the contract.

This Scope of Work ("SOW") defines the minimum requirements the Contractor must provide to procure and actively manage the natural gas supply needs for multiple buildings and accounts during the contract term. The Contractor will assist in the development and execution of Auction Events for Procuring the Supply of Natural Gas ("Auctions") for existing and future CITY facilities accounts. The pricing component of the Auctions will be conducted via an on-line platform that provides accessible energy information and data. The Contractor will be required to assist the CITY in analyzing rates and tariffs for CITY accounts and will help support the implementation of supply-side management solutions that have been evaluated across all accounts contained in the final aggregated energy procurement. The CITY reserves the right to negotiate additional tasks with the awarded contractor.

3.2. Payments

All work will be performed by Contractor on a no upfront cost basis. The Contractor's compensation shall be determined by CITY's actual volumetric amounts of natural gas consumption during the term hereof or, as may be applicable and as set forth herein. The Contractor's sole method of compensation will be via reimbursement from winning supplier(s) at a specified rate per dekatherm ("DTH") over the life of the resulting contract between the CITY and supplier(s) for all accounts awarded as a result of services provided. All payments will be processed and paid in accordance with the CITY's standard payment procedures and payment cycle (i.e. normally within 30-45 calendar days following receipt of proper invoices).

The Contractor is advised that the CITY is under no obligation to accept pricing received through each Auction and may elect not to award supply contracts if they are deemed not to be in the best interest of the CITY. The CITY has the sole authority to make this decision and may elect to award all, some, or none of the bids submitted through the Auction. If CITY decides not to award supply contracts for some or all accounts, the Contractor will receive no compensation for services provided for those accounts. The Contractor will only be responsible for providing Services to accounts for which natural gas supply is awarded.

3.3. CITY's Support Obligations

- A. Data Access. CITY agrees to provide or cause to be provided to the Contractor, billing and energy usage data, and facility information concerning each natural gas account (collectively referred to as "CITY Data")
 - 1. The CITY
 - a. represents that it has the right to provide CITY Data to the Contractor and will provide CITY Data to the Contractor in compliance with applicable legal requirements;

- b. authorizes the Contractor to use, copy, store, modify and display CITY Data for CITY's benefit and as expressly set forth in the CITY's "Data Collection and Usage" policy; and
 - c. authorizes the Contractor to access CITY Data to provide quality assurance, perform software maintenance, and deliver CITY service and technical support.
 2. During the Agreement Term and for one year following expiration or termination of this Agreement, the Contractor will preserve and maintain CITY Data. Additionally, the Contractor shall provide CITY Data upon request during the term of the contract and for one year following expiration or termination of this Agreement at no additional charge. Thereafter, the Contractor will have no obligation to preserve or return any CITY Data.
- B. Cooperation. CITY shall cooperate in a timely manner with the Contractor in fulfilling any responsibilities associated with CITY Data

3.4. Auction Events

- A. In the event that the Contractor and CITY mutually agree to an Auction Event for Procuring the Supply of Natural Gas ("Auction") for CITY accounts through an online procurement system of the Contractor and its affiliates, the CITY acknowledges and agrees to the following for such CITY accounts:
1. Suppliers shall have no obligation to respond to an Auction.
 2. A supplier may submit an offer to a CITY's Auction in the form of a response of price, contract and/or terms and conditions of sale ("Offer"). If a supplier provides an Offer to the CITY, the supplier retains the right to alter or withdraw its Offer at any time prior to supplier's submission to the CITY of an executable contract.
 3. CITY may only accept an Offer by executing a definitive agreement with the selected supplier following the Auction.
 - a. Exclusivity. The CITY agrees that the Contractor shall be the CITY's exclusive provider for the Services during the Agreement Term for all CITY natural gas accounts.
 - b. Survival. If CITY enters into any Supply Contracts during the Agreement Term or within thirty (30) days following an Auction, then the "Payments" section of this Agreement shall survive the expiration or earlier termination of this Agreement and continue until the respective terms of all such Supply Contracts has ended.

3.5. Energy Reverse Auction Services

- A. The Contractor will work with CITY staff to notify suppliers of the specific Auction schedule including RFP and pricing event numbers and times, conducting the Auction, and performing other necessary administrative duties associated with the Auction.
- B. The Contractor will monitor the Auction and maintain an audit trail of all supplier communications, bid prices, bid times, and results which will be provided or accessible via download to CITY staff post-Auction for contract award. Additionally, the lowest bid price submitted will be clearly identified.
- C. The Contractor will assist CITY staff in making a determination of which bid is the “best bid” and whether accepting bid prices are in the CITY’s best interests, if requested.
- D. The Contractor will not bind and will not act or represent itself to perform in the capacity of the CITY or the Contracting Officer at any time during the procurement process unless specifically authorized to do so by the CITY staff and Contracting Officer.
- E. The Contractor will perform up to two (2) additional procurements at no cost for the same account set if pricing received through the original Auction is not reflective of competitive market pricing at that point in time, if CITY staff determines that more advantageous pricing can be achieved at a later date, or offers expire pursuant to the established procedures.

3.6. Contract Management Services

- A. The Contractor will review the enrollment report provided by the awarded supplier(s) to help facilitate account transition. For accounts not enrolled properly, the Contractor will work with the awarded supplier(s) to resolve any issues.
- B. The Contractor will provide quarterly market updates and potential for additional savings as compared to the current contract rate as requested by the CITY staff.
- C. Contractor shall supply City with regular natural gas market updates as well as reasonable information and data as may be periodically required by federal or state authorities, or by the CITY itself. In addition, CITY shall be permitted to, acting through an independent auditor mutually agreeable to the parties, access to the books and records maintained by Contractor with respect to any services or materials provided to CITY pursuant to the Agreement, including but not limited to samplings of awarded supplier invoices, account updates, and billed natural gas rates, during regular business hours for purposes of verifying the accuracy of CITY’s payment obligation. All such books and records shall be preserved by Contractor for a period of three (3) years after termination of this Agreement. Any such audit will require reasonable advance notice, will be conducted as to minimize disruption to Contractor’s business and may be conducted only once in any 12-month period during the term of this Agreement and for a period of three years thereafter.

- D. The Contractor will provide account usage and cost data reports on a minimum annual basis.
- E. The Contractor will prepare a Due Diligence Report after the successful conclusion of an Auction. The report will include a copy of the solicitation, the supply contract(s), procurement strategy, teleconference notes, the procurement schedule, benchmark analysis, market reports, award letters, bid prices and prospective supplier names, and clearly identified submission times and lowest bid prices for each Auction event.
- F. The Contractor will utilize the existing functionality on its Auction platform to establish renewal and/or commodity triggers and to monitor the market. The Contractor will work with CITY to establish real time information alerts of CITY-specific, energy price points as well as to establish the frequency of market update communications.

3.7. Evidence of Contractor Technical Qualifications

General: Proposers are required to submit the following information so that the CITY may make a relative determination of technical merits of each proposer. The evidence of technical qualifications required below is in addition to the general criteria set forth in this request for natural gas supply services.

Each proposer must provide evidence of the following:

- A. The Contractor must be willing to accept all risk in the form of no upfront payment. There will be no upfront costs to the CITY and, if in the best interest of the CITY and at the CITY's sole discretion, a supply contract is not executed as a result of the Contractor's services, the CITY will be under no obligation to compensate the Contractor for services rendered. Provide a statement certifying acknowledgement of these requirements.
- B. The Contractor must be "supplier neutral" with no ownership ties, partnerships, or other business relationship with any specific energy supplier (i.e. traders, marketers, producers, transporters, generators) that would reasonably be considered a conflict of interest. Provide a statement certifying this fact.
- C. The Contractor must have conducted an electricity or natural gas auction for at least one Federal, State or Local government client which resulted in energy supply contract awards serving at least 25 accounts. Provide evidence of this procurement and be in business and provide said services for a minimum of three (3) years.
- D. The Contractor must have an information technology platform which can execute real-time, online reverse energy auctions and have conducted multiple auctions in the last three years. Preference is for firms who focus solely on energy auctions, with a primary concentration in electricity and natural gas. Provide a description of the platform used, how it allows for real-time bids and evidence that the offeror has conducted successful energy auctions for at least three years.

- E. Provide evidence that the energy Auction platform used provides an automatic audit trail of time stamped bids and bidder information for each company participating in the auction. Provide verification of this fact.
- F. Provide evidence that the Auction platform is protected from products that would prevent authorized bidders from submitting a price and that reasonable security measures have been applied and that a process of continuous monitoring for malicious code is in place and functioning. Also provide evidence that all session data transmitted between web client and web server should be encrypted using industry standard Secure Sockets Layer (SSL) technology with industry recommended encryption.
- G. Provide evidence that the energy auction platform has successfully been used to solicit bids for pricing products other than firm fixed price and index price bids, such as demand-response pricing, component-based pricing, and index pricing.
- H. Provide a complete listing of clients, for the last five years, for whom you have conducted real-time, online reverse energy auctions for natural gas. Please include the date each auction was conducted.
- I. Proposers must provide a minimum of six (6) references, three (3) of which are different Local, State or Federal agencies which demonstrate the proposer's ability to conduct real-time, online reverse energy auctions on behalf of clients.
- J. Provide three (3) specific examples which demonstrate your experience in providing supply-side energy consulting services to Local, State, or Federal clients and information on how successful the resulting auction was.
- K. Provide a profile of the firm's operations which includes: the number of years the company has been in business; number of full-time employees; and location of the office from which this contract will be managed.
- L. Proposers shall provide information indicating financial strength and reliability. Bidders may also provide such other financial assurances as may serve to assure the CITY that, if awarded a contract, the bidder would be able to meet its obligations. This information should be provided in the form of a narrative.
- M. Provide information describing - number of utilities and states client accounts have been served in based on energy supply contract awards through the Contractors real-time, online reverse energy auction.
- N. Provide an example of the Proposer's price to beat analysis calculated at the individual account level for a past procurement that included at least 25 accounts.

3.8. Length of term

City anticipates contract to last 5 years. This term may be shortened as necessary in the negotiation phase with the awarded contractor.

4. Proposal Format Requirements

4.1. Response Format

All submitted responses shall follow the formatting below, and all proposals will need to be provided electronically through the City's e-Procurement Portal. Each numbered section is to be uploaded as a separate file. If hard copies of submissions are required, each numbered section shall be a removable tab. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size.

Response to Scope

Firm's Qualifications, Experience and 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.

Qualifications of Project 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.

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.

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 States General Services Administration (GSA) rates for Pittsburgh.

PLEASE NOTE: The City does not agree to late fees, penalties, interest, attorney's fees or other contingent liability. In no event shall the City be liable for special, indirect, incidental, reliance, lost profits or other business interest damages.

Demonstration of Good Faith Effort

Include statements of assurance regarding the following requirements detailed in the Equal Opportunity section of this solicitation:

- A. Solicit certified MBE/WBE/Veteran-Owned companies for various service categories where opportunities exist to subcontract within their company's business model.
- B. Complete MWDBEVOSB Commitment Form to document good faith effort. Please provide scope of services to be delivered by each subcontractor. If a subcontractor is not chosen, a justification is required describing why services could not be rendered by a sub-contractor.
- C. Provide email documentation of solicitation correspondence with MBE/WBE/Veteran-Owned companies.

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.

5. Evaluation Phases

Selection Procedure

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.

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.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Firm's Qualifications, Experience and References Vendor response demonstrated that the firm has the experience and capabilities to successfully perform the scope of services, including providing references for clients of similar size and scope.	Points Based	15 <i>(15% of Total)</i>
2.	Qualifications of Project Team Vendor response provided 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.	Points Based	15 <i>(15% of Total)</i>
3.	Project Approach and Plan Vendor response demonstrated a firm understanding of the scope of services, the response included thorough and complete responses to the items outlined in the Section 4, and the vendor has the appropriate expertise, procedures, and methods in place to perform the scope of services.	Points Based	30 <i>(30% of Total)</i>
4.	Cost Proposal Vendor response provided a total cost proposal for all services to be delivered, a breakdown of costs delineated by major phase and/or a schedule of hourly rates.	Points Based	30 <i>(30% of Total)</i>

5.	MWDBE/VOSB Good Faith Effort Vendor response was detailed and demonstrated clear Good Faith Effort to obtain MWDBE & VOSB Participation.	Points Based	10 <i>(10% of Total)</i>
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6. Equal Opportunity Review Commission Terms

6.1. 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 respondents 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/contractors employment of minority groups and women, encourage goals of eighteen (18) percent and seven (7) percent respectively.

6.2. Veteran-Owned and LGBTQIA+ Small Business Goals

It is also the City's goal to encourage participation by veteran-owned and LGBTQIA+ 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 and not less than three (3) percent participation by LGBTQIA+ 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 respondents demonstrate good faith efforts to obtain the participation of veteran-owned small business in work to be performed under City contracts. The levels of participation will be monitored by the City of Pittsburgh's EORC.

6.3. Good Faith Commitment

In order to demonstrate good faith commitment to these goals, all respondents are required to complete and submit with their bids the attached MWDBE/Veteran-Owned/LGBTQIA+ Solicitation and Commitment Form (which details the efforts made by the respondents to obtain such participation). Failure to submit a properly completed form along with documentation of Good Faith Commitment may result in rejection of the bid. Participants are encouraged to contact the Equal Opportunity Review Commission at 412-255-8804 to assist further. 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.

7. Award and Contract

7.1. 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.

7.2. 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.

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 custom terms and conditions into all City contracts. 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.

8. General Terms & Conditions

8.1. Examination of Proposal Documents

- A. The submission of a proposal shall be deemed a representation and certification by the Respondent that they:
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.
 2. Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
 3. Represent that all information contained in the proposal is true and correct.
 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. 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.
- B. 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.

8.2. 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.

8.3. RFP Communications

Unauthorized contact regarding this RFP with employees or officials of the City of Pittsburgh other than the RFP Coordinator named in the header section of this solicitation 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. Outside of

pertinent RFP questions directed to the City of Pittsburgh as specified above, any other attempts to contact any City of Pittsburgh personnel regarding this RFP, without prior approval by the RFP Coordinator will be considered grounds for dismissal and immediate disqualification from the RFP process. This includes, but is not limited to, all verbal, voice, text, e-mail, and social media (e.g. – LinkedIn) contact.

Please note the following:

- A. The City shall not be responsible for nor bound by any oral instructions, interpretations or explanations issued by the City or its representatives.
- B. Each proposer shall assume the risk of the method of dispatching any communication or proposal. •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.
- C. 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.
- D. 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.
- E. All addenda for this RFP will be distributed via the City of Pittsburgh procurement website at procurement.pittsburghpa.gov/beacon/opportunities
- F. Only the City's official, written responses and communications shall be considered binding with regard to this RFP.

8.4. [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 RFP Coordinator within the Question and Answer tab.

8.5. [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.

8.6. [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 proposal response 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.

8.7. 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.

8.8. Disqualification

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

- A. Evidence of collusion, directly or indirectly, among proposers in regard to the amount, terms or conditions of this proposal;
- B. Any attempt to improperly influence any member of the evaluation team;
- C. Existence of any lawsuit, unresolved contractual claim, or dispute between the proposer and the City;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
- F. Proposer's default under any previous agreement with the City, which results in termination of the agreement.

8.9. Restrictions on Gifts & Activities

The City of Pittsburgh Ethics Code and Chapter 197 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.

8.10. 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.

9. Miscellaneous Requirements

9.1. Acknowledgements

- A. **Conflict of Interest-** By submission of a proposal to this solicitation, 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 solicitation, 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/humanresources/files/policies/10_Ethics_Handbook.pdf](http://pittsburghpa.gov/humanresources/files/policies/10_Ethics_Handbook.pdf)
- C. **Fair Trade Certification-** By responding to this solicitation, 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 solicitation, the Respondent acknowledges they may be required to sign a Non-Disclosure Agreement during the contracting process if they are the successful respondent.
- E. **Debarment** - This solicitation 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.

10. Vendor Questionnaire

10.1. [Response to Scope Proposal](#)

Please upload your Response to Scope detailed in [Proposal Format Requirements](#)

10.2. [Cost Proposal](#)

Please upload your Cost Proposal detailed in [Proposal Format Requirements](#)

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

Please download the below documents, complete, and upload.

- [MWDBEVOSB Commitment Forms.pdf](#)

*Response required

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

- ☐ Yes
☐ No

*Response required

10.5. [Vendor Contact Sheet*](#)

Please download the below documents, complete, and upload.

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

*Response required

10.6. [Vendor Registration Form*](#)

Please download the below documents, complete, and upload.

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

*Response required

10.7. [W-9*](#)

Please download the below documents, complete, and upload.

- [W9.pdf](#)

*Response required

10.8. [Authorized Signatory*](#)

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

*Response required