



## REQUEST FOR PROPOSAL

2023-RFP-089

## AMBULANCE BILLING

City of Pittsburgh  
City-County Building  
Pittsburgh, PA 15219

RELEASE DATE: June 21, 2023

DEADLINE FOR QUESTIONS: July 26, 2023

RESPONSE DEADLINE: August 9, 2023, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Pittsburgh  
REQUEST FOR PROPOSAL  
Ambulance Billing

I.	Introduction.....
II.	Instructions to Bidders.....
III.	Scope of Work .....
IV.	Proposal Format Requirements .....
V.	Evaluation Phases .....
VI.	Equal Opportunity Review Commission Terms .....
VII.	Award and Contract .....
VIII.	General Terms & Conditions .....
IX.	Miscellaneous Requirements.....
X.	Vendor Questionnaire.....

Attachments:

A - Old\_Accounts\_Receivable\_Key\_Claim\_Information

B - 2023\_Fee\_Schedule

## 1. INTRODUCTION

### 1.1. Summary

The City of Pittsburgh Office of Management and Budget, on behalf of the Department of Public Safety, Bureau of Emergency Medical Services (“Pittsburgh EMS”), is soliciting Proposals for the provision of a fully comprehensive and automated ambulance billing and collection system.

### 1.2. Background

This system shall include technical and administrative support as well as statistical reporting for Pittsburgh EMS. Collections required by Pittsburgh EMS include open accounts (“Old Accounts Receivable”) that remain active following the prescribed transition period with the incumbent contractor (see paragraph 1.46 under Scope of Work below). Pittsburgh EMS seeks a vendor to timely process billing invoices and maximize billing revenues while providing effective customer service to the public.

Pittsburgh EMS was officially established in 1975 and today is a premier system dedicated to the reduction of morbidity and mortality for residents and visitors of one of the country’s most livable cities.

Pittsburgh EMS is a third-service, municipal program providing basic and advanced life support care and transport and medically-directed rescue services. Pittsburgh EMS does not currently provide non-emergency or routine medical transports.

Pittsburgh EMS is licensed by the Pennsylvania Department of Health (License #02023).

Pittsburgh EMS provides coverage through thirteen (13), twenty-four (24) hour advanced life support medic units and three (3), twelve (12) hour (0600-1800) basic life support ambulances. Staffing is currently both Basic Life Support (BLS) and Advanced Life Support (“ALS”), with two (2) Paramedics per medic unit and two (2) Emergency Medical Technicians per BLS ambulance. In addition, Pittsburgh EMS provides medically-directed rescue with two (2), twenty-four (24) hour ALS/Rescue units staffed by two (2) Paramedics. Pittsburgh EMS also participates in the Public Safety Teams of River Rescue and Hazardous Materials. In conjunction with Pittsburgh EMS, the City of Pittsburgh provides Emergency Medical Responders (“EMR”) through the Bureau of Fire.

Pittsburgh EMS is comprised of one hundred and seventy-two (172) Paramedics, twenty-eight (28) Emergency Medical Technicians, ten (10) District Chiefs, seven (7) Command Staff (including the Chief) and several clerical and accounting personnel.

Pittsburgh EMS responds to approximately sixty thousand (63,088) calls for service annually, resulting in approximately forty-two thousand (41,715) patient transports. Dispatch is provided by Allegheny County Emergency Operations Center. Calls are received through 911 and are prioritized using the Medical Priority Dispatch System (“MPDS”).

Additional background information on Pittsburgh EMS is available at [www.pittsburghpa.gov/ems/](http://www.pittsburghpa.gov/ems/).

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

**Kathy Nieves**

Sourcing Specialist

414 Grant Street

Room 502

Pittsburgh, PA 15219

Email: [kathleen.nieves@pittsburghpa.gov](mailto:kathleen.nieves@pittsburghpa.gov)

Phone: [\(412\) 255-2483](tel:(412)255-2483)

**Department:**

Bureau of Emergency Services

### 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.

<b>RFP Released</b>	June 21, 2023
<b>Pre-Proposal Meeting (Non-Mandatory)</b>	July 6, 2023, 2:00pm Please RSVP using this posting's RSVP Manager tool.  Once you have RSVP'd in OpenGov, a link will be sent to you to attend virtually.
<b>Question Submission Deadline</b>	July 26, 2023, 5:00pm
<b>Proposal Submission Deadline</b>	August 9, 2023, 5:00pm
<b>Proposal Review and Supplier Scoring</b>	August 2023
<b>Contract Award</b>	August 2023

## 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. Contractor Responsibilities

1. Assume management of open accounts and new accounts for the time period April 1, 2024 through December 31, 2029 in accordance with the responsibilities outlined below.
2. Assume management of all aspects of the EMS billing process (with the exception of those aspects specifically mentioned above as City of Pittsburgh/Pittsburgh EMS responsibilities) for all patients cared for by Pittsburgh EMS effective April 1, 2024 through the length of the contract.
3. Comply with all Federal, state and local laws and regulations and insurance company requirements with respect to billing and collection of ambulance fees.
4. Implement and comply with a Compliance Program consistent with the intent and activities included in the U.S. Office of Inspector General (OIG) Compliance Program Guidance for Third Party Medical Billing Companies, 62 F.R. 70138 of December 18, 1998.
5. Ensure compliance with HIPAA rules and regulations.
6. Arrange to accept EMS Charts databases and cover the annual fees for EMS Charts which shall include the base package and optional modules. The base package includes quality assurance, standard and custom reporting, continuing education, human resources and help desk support. Optional modules include geocoding (GIS), CAD imports, SyncPad, research, SyncPad transactions, and HL7 interface.
7. Contractors may recommend PCR software other than EMS Charts to facilitate their billing operation. If the Contractor elects to do so, it must provide a written description of the reasons and advantages of this recommendation. Additionally, the Contractor must assume responsibility for the initial purchase of this software, must provide and cover the cost of periodic training of Pittsburgh EMS personnel in the use of this new software, and must identify to the City of Pittsburgh the monetary and non-monetary cost of on-going maintenance of this software. The contractor however will be responsible for all annual fees associated with the recommended PCR software as well as any fees associated with interfacing into the Allegheny County 911 CAD system and HL 7 interface.
8. Provide electronic patient tracking technology for special events, mass casualty incidents, triage tags, etc. The system must be capable of interfacing with patient care reporting system as well as the Allegheny County CAD system.
9. Maintain all billing records in electronic form for a period of seven (7) years, or in accordance with Federal, State, and Municipal record retention schedules, whichever is longer.
10. Maintain all data and billing records in a form permitting transfer to a new Contractor within thirty (30) days.
11. Deploy and maintain “mirror databases” locally.
12. Allow twenty-four (24) hour, “read-only” online access to Pittsburgh EMS to the billing databases and standard reports.

13. Develop an easy interface for Pittsburgh EMS to search by patient name, address, date of service, etc. and to view the current status of patient accounts.

14. Allow exporting of billing databases to Microsoft Excel or Microsoft Access for generation of ad hoc queries and reports by Pittsburgh EMS.

15. Generate, at minimum, the following reports on a monthly, quarterly, and yearly basis. Differentiate between resident, non-resident, and combined totals. Variations to individual reports, or additions to the list, may occur through discussion between the Contractor and Pittsburgh EMS:

- Acknowledgement Report for transport patients by date of service Collection Statistics – transports, gross charges, adjustments, net charges, receipts, balance, gross %, net %, and % paying patients
- Insurance Report – receipts and A/R by carrier
- Collection Statistics – collections per month and % of total billed
- Activity Report by zip code, listing payer and charges and receipts
- System Financial Summary – including listing of adjustment totals PTD and YTD
- Adjustment Detail Report – account number, name, DOS, adjustment, type, and amount adjusted
- Refund Listing – patient number, name, address, service date, charges, payment, payment date, refund, and reason for refund
- Credit Balance Report – account number, name, and credit balance
- Number of Accounts by Carrier Category (Medicare, Medicaid, Commercial, HMO, Self-Pay, Collection Agency) – including posting month, total PCRs, total per month, total paid
- Compliance Report for Paramedics/EMTs – including, but not limited to, number of patient signatures, employee identifier, and date of service
- Copies of all Medicare and Medicaid EOBs posted for the month.

16. Develop an “electronic dashboard,” accessible daily by the Chief and the EMS Billing Contract Administrator that provides a one screen synopsis of the current state of the EMS billing operation.

17. Forward an invoice and Notice of Privacy Policy to each patient within three (3) business days of receipt of a completed PCR.

18. Submit all insurance claims for reimbursement, if applicable, within three (3) business days of receipt of adequate information to file a claim.

19. Forward statements to insured patients on a regular cycle not to exceed thirty (30) days between mailings from the initial invoice/request for information until the account is appropriately closed in accordance with agreed upon procedures.

20. Respond to requests from patients and payers within two (2) business days when additional information or documentation is requested to process a claim.
21. Obtain approval from Pittsburgh EMS for the content of all correspondence sent to patients.
22. All written communication with patients must, at minimum, include: patient name, date of transport, amount of charges, form to request/authorize billing of insurance carrier, and patient identification/policy numbers or name and address of carrier billed and identification/policy numbers used, contact information for questions, and a return envelope.
23. The following procedure for gathering information or obtaining payment from patients/payers is subject to negotiation with Pittsburgh EMS. Changes may be made based on feedback from Customer Satisfaction Surveys and complaints received. Pittsburgh EMS has the final say on the guidelines to be implemented throughout the length of the contract.
  - Written notice;
  - Telephone contact after thirty (30) days without response to the written notice; and
  - Continued telephone and written contact to include – a cycle of five (5) attempted contacts by phone, including at least one (1) attempt after 5:00 PM, one (1) attempt on a weekend, and one (1) attempt before 2:00 PM and a cycle of five (5) letters/demands for information/payment mailed to the home address provided.
24. When efforts to obtain payment/information from the patient prove unsuccessful, a line-by-line accounting of the efforts made on each account shall be submitted to Pittsburgh EMS for review. Each review item must include the following: patient name, date of service, current balance, detailed notes as to the efforts taken, and results obtained.
25. Upon prior written approval from Pittsburgh EMS, account history forms shall be printed, and uncollectable balances shall be referred to a third-party collector. Any contract or agreement between the Contractor and a third-party collector must receive prior written approval by the City of Pittsburgh. The City of Pittsburgh reserves the right to accept or deny any such arrangement, in its sole discretion, or assume the collections function itself.
26. Write off accounts submitted to a collection agency then post reimbursement as bad debt recovery.
27. Provide detailed billing capabilities for all levels of ambulance transport to include itemized charges on patient invoices.
28. Secure and verify any and all information that may be required to complete a claim, including required signatures.
29. Provide documentation of certification of medical necessity, patient's release of medical information, and payment of benefits.
30. Provide local telephone access for patients to contact the Contractor with billing questions, Monday through Friday (excluding national holidays), from 9:00 AM through 5:00 PM Eastern Standard Time.
31. Post payments made to the Lockbox to patient accounts within twenty four (24) hours.

32. Provide error adjustment and on-demand rebilling capabilities.
33. Provide verification of billing and insurance information for patients with multiple transports.
34. Document and retain a record of patient contacts, both written and verbal, including letters sent, claims sent, responses received, denials, claims pending, phone conversations, payments, and requests for information.
35. Analyze denials received and file appropriate appeals to Medicaid, Medicare, and others according to regulations and processes (including an administrative judge's orders/instructions). Contractor shall be responsible for filing appeals to denied claims or partially denied claims when an internal review shows justification for reimbursement of the claims. This shall occur within twenty (20) business days of notification of denial. The Contractor shall also be responsible for all costs of appeals and hearings unless the City of Pittsburgh agrees in a prior writing to pay a portion of the cost.
36. Maintain the total days in accounts receivable at less than ninety (90) days or show documentation justifying to Pittsburgh EMS to explain why this level is exceeded due to specific payer or processing issues.
37. Assist patients with appeals to denials from third party insurers.
38. Maintain documentation of patient's release of medical information and assignment of benefits.
39. Make no telephone inquiries to patients at their residence beyond 8:00 PM, Eastern Standard Time. Contractor shall always identify itself as "City of Pittsburgh EMS Billing" during all telephone conversations.
40. Implement Customer Satisfaction Surveys for the EMS Billing operation and shall work with Pittsburgh EMS to develop, distribute, and report a similar Customer Satisfaction Survey regarding the patient's care and interaction with Pittsburgh EMS.
41. Provide, at its own expense, an annual audit of its billing and collection operation by an independent company selected by Pittsburgh EMS.
42. If a bill is denied due to failure to bill in a timely fashion, Contractor shall accept all financial responsibility for administrative costs concerning the patient's account. Contractor shall be responsible for all Pittsburgh EMS billing mail and correspondence returned or rejected by the United States Postal Service. Contractor shall provide all administrative mailing and handling costs at their expense.
43. At the end of the contract term, Contractor shall be allowed to exercise collection efforts on any existing accounts in Contractor's possession. Contractor shall bring to conclusion all patient accounts in their possession in accordance with procedures outlined in the contract. This will be done in an expedient manner, and shall not exceed six (6) months after the termination date. Accounts in possession of Contractor at the end of the six (6) month time frame will be deemed uncollectable and returned to the City of Pittsburgh for further action at its discretion. Account information shall be provided in an electronic format and shall provide key claim information that is listed in Attachment A.
44. In the event Contractor is found to be in default of the contract and the contract is terminated, all patient account information and billing will be immediately turned over to the City of Pittsburgh. This shall include, but is not limited to all active, inactive, or resolved patient accounts. Account information

shall be provided in an electronic format and shall provide key information that is listed in Attachment A.

45. Supply all equipment, space, and materials needed to provide the abovementioned services.

46. The Contractor will be required to assume primary responsibility for follow up on any open accounts (“Old Accounts Receivable”) that remain active following the prescribed transition period with the incumbent contractor. The old Accounts Receivable will be limited to claims with a date of service from 1/1/2023 through 3/31/24. It is anticipated that the incumbent contractor will work all claims in the defined date range until 5/31/2024 and forward the key claim information to the Contractor at that time. The Contractor will be expected to manage those claims until they are each fully adjudicated.

47. Contractor and the Pittsburgh EMS Billing Contract Administrator shall meet monthly for the first twelve (12) months of the contract and quarterly thereafter, in person, to review the status of the billing operation.

### 3.2. [Technology](#)

The Contractor shall provide a technology interface for field data collection. Pittsburgh EMS requires the supplier to maintain a technical solution for field data collection process for thirty (30) devices, fifteen (15) medic units, three (3) ambulances, three (3) District Chief vehicles, seven (7) special event units, and two (2) spares. This technical solution would be provided at the Contractor’s sole expense and would include, at a minimum:

1. Mobile computing hardware that is:

- Ruggedized case;
- Apple IOS;
- Capable of LTE/5G wireless transfer of data to EMS Charts;

2. Software that:

- Possesses either the ability to integrate EMS Charts, or any other software currently used by Pittsburgh EMS, into the proposed solution, or another software program capable of collecting data elements required by and having the approval of the Emergency Medical Services Office of the Pennsylvania Department of Health; and
- Capable of providing software updates (for the Contractor’s software, if used) as they become necessary.

3. Installation and Maintenance

- Contractor shall provide all services with regard to system design, hardware and software procurement, installation and testing, and on-going, daily maintenance (including provision of loaner devices during repair and replacement of malfunctioning or inoperative equipment) of the system.

4. Repair and Replacement from Damage

- The Contractor should provide an insurance plan to cover damaged or lost devices and cover any deductibles associated with the replacement.

#### 5. Connectivity

- The Contractor should provide unlimited wireless data connectivity to the device. The connectivity will be LTE/5G or better.

#### 6. Replacement Schedule

- Contractor will be required to replace all mobile computer hardware systems during the term of this agreement at a time specified by the City.

### 3.3. Collection Services for Delinquent Accounts

1. While the City does not make extensive use of a third-party collection agency, delinquent accounts will require transfer to a collection agency. The Contractor will be required to identify at least two (2) qualified collection agencies for use by the City that shall be sub-contracted and managed by the selected provider of our billing services.

2. The City may select one or both of these agencies to be the assigned collection agency for delinquent accounts.

3. The subcontractor/collection agency shall charge the patients' directly for collection costs. This shall include, but not be limited to, software, hardware, interfaces, personnel, telephone, mail, and associated resources necessary to perform collections services in a manner consistent with the intent of Pittsburgh EMS.

4. The Contractor will be required to work with the selected agency(s) and the City to transition any referral information in an orderly fashion and determine the timeline for delinquent accounts to be turned over for collections.

### 3.4. City of Pittsburgh Responsibilities

1. Maintain an electronic data collection system for Patient Care Reports (PCR).

2. Establish guidelines, in consultation with the Contractor, for data collection by EMS personnel and monitor compliance.

3. Allow electronic access to Pittsburgh EMS PCRs and EOC CAD data downloads.

4. Establish charges for services provided by EMS.

5. Establish and maintain a Lockbox at a financial institution for deposit of all fees collected through the Contractor's efforts. The Lockbox will provide the Contractor with all documentation accompanying payments or received at the Lockbox. The City of Pittsburgh will be responsible for all Lockbox fees.

6. Provide an EMS Billing Contract Administrator.

7. Establish criteria for when delinquent accounts:

Can be held beyond ninety (90) days by the Contractor;

Are to be referred to a collection agency; and

Are to be referred to the EMS Billing Contract Administrator for a decision on further action.

8. Issue checks for refunds, overpayments, or payments received in error after appropriate requests are submitted by the Contractor.

9. Process payment within fifteen (15) days of receipt of the Contractor's invoice based on the prior month's collection.

10. Reimburse patients when Contractor determines an ambulance refund is warranted. Circumstances when a refund is warranted include but are not limited to overpayment or an incorrect payer/payee by sending a Departmental Invoice to Pittsburgh EMS.

### 3.5. Additional Background Information

#### **EMS Billing – Current Operation**

Pittsburgh EMS billed third party payers and individuals for emergency ambulance transportation and rescue from the early 1980's until 2005, when it began utilizing Contractors to perform this important service. City residents have traditionally been considered 'subscribers' and have not been directly billed, although the City reserves the right to do so. Non-residents are directly invoiced for service and are fully responsible for payment.

Currently, non-residents, people who may be working or visiting the City of Pittsburgh, are directly responsible for any bills associated with their medical care and emergency transportation provided by Pittsburgh EMS. These individuals may elect to turn their bills over to third-party payers; however, any charges not covered remain the patient's responsibility. To assist in these collections, Pittsburgh City Council passed legislation making failure to pay an ambulance bill a summary offense requiring individuals to appear in Municipal Court.

The Pittsburgh City Code, Section 170.02, authorizes billing for Pittsburgh EMS.

City Ordinance #36 of October 29, 1991 requires residents to respond to requests for insurance information within thirty (30) days or face a fine up to three hundred dollars (\$300.00). Please note that this ordinance is rarely invoked.

The EMS Billing Section does electronic claims with Medicare and Medicaid. Pittsburgh EMS has not entered into any agreements with any insurance or managed care programs for set fees for service.

Pittsburgh EMS implemented the EMS Charts computerized patient data collection program in 2013, for recording patient information. EMS Charts is approved by the Pennsylvania Department of Health, Emergency Medical Services Office for data collection requirements associated with licensure.

Pittsburgh EMS captures insurance/transport forms electrically that are attached to EMS Charts Patient Care Report.

Payer Mix as of 2022:

The following information is accurate to the best of Pittsburgh EMS's knowledge and information.

Facility	0.1%
Commercial Total	11.4%
Medicaid Total	33.1%
Medicare	40.0%
Misc Government	0.7%
Other	1.1%
Self Pay	13.6%

Base Charges, effective date 01/01/2022, are listed in Appendix C.

## 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.	<p><b>Firm’s Qualifications, Experience and References</b></p> <p>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.</p>	Points Based	<p>15 <i>(15% of Total)</i></p>
2.	<p><b>Qualifications of Project Team</b></p> <p>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.</p>	Points Based	<p>15 <i>(15% of Total)</i></p>

3.	<p><b>Project Approach and Plan</b></p> <p>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.</p>	Points Based	<p>30 <i>(30% of Total)</i></p>
4.	<p><b>Cost Proposal</b></p> <p>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.</p>	Points Based	<p>30 <i>(30% of Total)</i></p>
5.	<p><b>MWDBE/VOSB Good Faith Effort</b></p> <p>Vendor response was detailed and demonstrated clear Good Faith Effort to obtain MWDBE &amp; VOSB Participation.</p>	Points Based	<p>10 <i>(10% of Total)</i></p>

## 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 Pittsburghs 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 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 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 veteran-owned participation will be monitored by the City of Pittsburghs 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 MDE/WBE/Veteran-Owned 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](http://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; •Evidence of incorrect information submitted as part of the proposal;
- D. Evidence of proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
- E. 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. [Statement of Affiliation\\*](#)

Please download the below documents, complete, and upload.

- [Blank Statement of Affiliat...](#)

\*Response required

### 10.8. [W-9\\*](#)

Please download the below documents, complete, and upload.

- [W9.pdf](#)

\*Response required

### 10.9. [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

### 10.10. [Please download the below Technical Capabilities Spreadsheet, complete the first tab, and reupload here.\\*](#)

- [Technical Requirements 2022...](#)

\*Response required