



REQUEST FOR PROPOSAL

2023-RFP-094

SECURITY CAMERAS, MAINTENANCE, AND SUPPORT

City of Pittsburgh
City-County Building
Pittsburgh, PA 15219

RELEASE DATE: May 1, 2023

DEADLINE FOR QUESTIONS: June 5, 2023

RESPONSE DEADLINE: June 12, 2023, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Pittsburgh
REQUEST FOR PROPOSAL
Security Cameras, Maintenance, and Support

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A - City of Pittsburgh - Camera Inventory 2023

1. Introduction

1.1. Summary

The City of Pittsburgh Office of Management and Budget, on behalf of the Department of Public Safety, is seeking proposals from qualified firms to secure a single vendor to provide a total solution for maintenance, repair, service, expansion and support of the City's security camera and video management system.

1.2. Background

The City of Pittsburgh has been utilizing a camera system for purposes of public safety, investigations, and crime prevention for many years. The Department of Public Safety, with cooperation and assistance from the Department of Innovation and Performance, plays a significant role in utilizing these tools and resources to support the city and its residents.

To that end, the Department of Public Safety seeks to review its technological infrastructure and systems to support both our current presence and anticipated expansion. Strengthening our foundation with an equally stable, useful and flexible system is paramount. The use of technology in our daily public safety operations increases the city's ability to effectively protect our residents and employees. It also increases efficiency and productivity, which allows Pittsburgh to be a safe and enjoyable place to reside.

1.3. Contact Information

Kathy Nieves

Sourcing Specialist

414 Grant Street

Room 502

Pittsburgh, PA 15219

Email: kathleen.nieves@pittsburghpa.gov

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

Department:

Public Safety Administration

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	May 1, 2023
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Pre-Proposal Meeting (Virtual) (Non-Mandatory)	May 12, 2023, 9:30am 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.
Question Submission Deadline	June 5, 2023, 5:00pm
Proposal Submission Deadline	June 12, 2023, 5:00pm
Proposal Review and Supplier Scoring	June 2023
Contract Award	June 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. General Information

Presently the City of Pittsburgh utilizes Genetec VMS. Through this Request for Proposal, the City of Pittsburgh seeks proposals from highly qualified companies to secure a single vendor to provide a total solution to include maintenance, repair, service, expansion and support of the City's security camera infrastructure, network, and video management system. A five-year contract is sought.

3.2. Camera Asset Inventory

The City of Pittsburgh has an existing inventory list comprised of the attached camera quantities. The present camera models and quantities on the system are listed as Attachment A. Bidders will be responsible for maintenance of the below equipment as well as maintaining an approved replacement camera in inventory for each application of camera (e.g. PTZ, fixed) and maintaining any future expansion. Service Provider will be furnished with an approved list of minimum specifications for camera replacements from which to choose upon award. Using the attached as an example, the expectation, in regard to the different models of street level PTZ cameras, would be to have one (1) of the latest model and not one (1) for each model.

3.3. Technical Requirements

A. General Requirements

The system technical specifications and storage requirements for on-premises Genetec approved hardware and storage:

- System access
- Separate authentication domain
- Separate domain
- Remote accessing
- Windows 11 compatibility for client software required
- System expansion potential for more cameras and access
- Infrastructure expansion potential for more cameras and access
- Integration of disparate systems and federated systems

B. Features VMS

- Web based access
 - Browser/MDT
 - Mobile Application
- Gunshot detection integration

- Sensor mapping
- PTZ on sensor activation
- Modules – 3D mapping including but not limited to:
 - Gunshot detection
 - Camera locations and field of view
 - Access control mapping integration
- Redundancy of system and modules
- Access control
 - Identify additional remote locations outside of Public Safety
- License plate recognition
 - E-mail alerts capable
 - Monitoring GUI
- User licenses
- Permission and hierarchy levels for access.
 - Notifications to users of higher-level permissions overriding access to feed.
- System alerting notifications via email/texts automatically and mobile application.

C. System Documentation

Maintain equipment inventory

- Camera locations
- IP addresses
- User name and passwords
- Make and Model
- Firmware version
- Date installed and last time serviced (should capture within dashboard)
- As built documentation
- Detailed history of camera moves and changes
- Network architecture
- Service request and inventory portal

3.4. Service Requirements

In order to be considered, prospective bidders must be able to provide the following requirements and address them in their Project Approach & Plan:

A. Quarterly Maintenance

The awarded Vendor shall provide the following maintenance on a quarterly basis (every 3 months):

- Server and workstation software updates: Vendor shall install updates of VMS system to servers on a quarterly basis or if a security risk is identified, immediate. Vendor shall backup all server images of VMS before and after software updates are applied.
- Software and firmware upgrades: Vendor shall check for available upgrades for the cameras, switches, VMS, and radios.
- System technology review: Vendor shall perform an overall evaluation of all components of the VMS solutions and will meet with the City and discuss the current status of the system equipment and technology options for continued maintenance and improvement available to the City.
- Camera view reviews: Vendor shall check each camera view daily alternating daylight and nighttime views for any viewing issues such as:
 - Outages (no video)
 - Out of focus cameras
 - Out of home position cameras
 - Obstructed view by dirty or damaged lens, or dirty or damaged housing window
 - Obstructed view by any natural or manmade object
 - Network status, camera link performance and response times/pings.

Vendor shall provide all findings to the City in a manner acceptable to the City within four (4) hours after completion of the review.

B. Semi-annual maintenance

The Vendor shall provide the following maintenance on a semi-annual basis (every 6 months):

- Dome and camera housing cleaning: The cleaning shall include wiping the dome and/or camera housing internally and externally with a manufacturer approved cleaning solution and wipes. Vendor shall also clean the interior of the camera (bugs, dirt, debris, et cetera). Deteriorating weather seals and latches, deteriorating paint and environmental protection, deteriorating mounting hardware, ventilation mesh and filters, shall all be cleaned and/or replaced as necessary as part of the support contract.

C. Annual maintenance and reviews

The Vendor shall provide the following maintenance and services on an annual basis (every 12 months):

- **Tree visibility and obstacle review:** During the month of June, the Vendor shall review all outdoor camera views and necessary wireless communication equipment line of sight for trees and branches that have grown and interfere or may soon interfere with camera views and line of sight wireless communication equipment. Once the Vendor identifies trees to be trimmed, the Vendor shall mark each tree and provide the City with a detailed list and scope of work for each tree (remove, trim, et cetera). The City Department of Public Works will perform the work.
- **Camera system training:** Vendor shall provide up to forty (40) hours of training and VMS certification per year as requested by the City to train basic and admin users as needed, especially in respect to any newly installed equipment. Vendor shall provide contact information for their designated training representative.

D. Backup and safe keeping of information and documentation

The Vendor shall store and maintain the following files and information:

- **Licenses:** Vendor shall maintain all licensing information for all equipment within scope of services.
- **Upgrade status:** Vendor shall maintain a detailed spreadsheet with current software/firmware revisions on installed camera system equipment. This document shall be updated after each upgrade and presented to the City upon request.
- **As-built documentation:** Vendor shall keep all as-built documentation up to date and accurate. This information shall be made available to the City each time it is updated and/or upon request. The existing as-built documentation shall be made available to the awarded Vendor. Existing as-built documentation is in AutoCAD and Microsoft Excel formats and other to be determined formats.
- **Equipment inventory control:** All equipment that is replaced and no longer usable shall be documented by its model, serial numbers, and reason for replacement. This documentation shall be provided to the City for inventory control.

E. Support personnel certifications

The Vendor shall provide and update on an annual basis the list of manufacturer certified repair personnel. Certified personnel shall be defined as those repair personnel who have attended the manufacturer's training classes on the type and model equipment installed at the City's locations, who have the proper experience and licenses for the work to be performed, and who are recognized by the manufacturer as "qualified" technical support personnel. Only certified repair personnel as described above shall be considered as adequate for response to a failure. The list of pertinent manufacturers is provided as part of the equipment list, and as defined in the expansion.

Certifications shall include but are not limited to:

- Genetec
 - Security Center OmniCast
 - Security Center Synergis
 - Security Center AutoVu
 - Security Center Plan Manager
 - Security Center Plug-In
- Cisco CCIE Certified

F. Vendor qualifications

The Vendor must be certified integrators of the proposed VMS solution, and must maintain a current certification, including any updates throughout the length of the contract. Vendor shall provide the minimum years experience working with the proposed solution.

Vendor will be required to utilize a local service presence. If local presence is carried out through a subcontractor, then all subcontractors must be named with letters of commitment to match prime SLAs, and must have appropriate licensure to work in the City.

G. Pricing

The Vendor shall provide quotes for replacement/expansion cameras based on an approved list of manufacturers and models. Vendor shall include a sample quote in their proposal showing all items incurring additional charges to the City including material costs, proposed percentage markup or discount off of list price specified, time/labor costs for installation and/or repair, and any additional maintenance fees. Vendor shall include a list of commonly specified camera manufacturers, as well as a list of manufacturers proposed for the City, with an estimated markup of product for each.

H. Management of spare parts

The Vendor shall provide locally stored inventory of spare parts. This inventory is used to replace a device upon failure to minimize downtime. The Vendor shall review the current inventory and propose, quote, and purchase a minimum but adequate amount of spare parts. The Vendor shall be responsible for the cost of replenishing the spare parts inventory over the contract term. The spare parts are the integral part of the system. Just as the entire system, the spare parts are the property of the City and under maintenance responsibility of the Vendor. The Vendor shall continue to maintain the adequate inventory level of spare parts throughout the contract and make available a live inventory database to the City of Pittsburgh.

I. Equipment warranty

The Vendor shall provide warranty on all the equipment in the system including the spare parts inventory for the duration of the maintenance contract. Proposed warranty terms, conditions, and exclusions shall be included in the bid.

3.5. Required Response Time and Penalties

Once the City detects an outage and determines if the outage is classified as a minor, major or critical outage, the City will contact the Vendor. The Vendor shall provide the City with a toll-free number and online service ticketing portal available 24/7/365 where the outages will be reported. The Vendor must adhere to the following requirements:

A. Minor Outage

A minor outage shall be defined as an incident in which 1 - 3 cameras are no longer viewable or being recorded as reported by the system users or discovered upon routine scheduled maintenance.

Response time: 24 hours from the time of reporting the outage.

B. Major Outage

A major outage shall be defined as an incident in which four (4) or more cameras are no longer viewable or being recorded.

Response time: 12 hours from the time of reporting the outage.

C. Critical Outage

A critical outage shall be defined as an incident in which majority or all cameras are no longer viewable or being recorded, for example, due to server, network or other more major outage.

Response time: four (4) hours from the time of reporting the outage.

D. Penalties

Should the Vendor fail to meet the required response times, the following penalties may be assessed against the Vendor:

- 1 - 2 Hours late = \$100 an hour.
- 3 -4 Hours late = \$200 + \$200 an hour.
- > 4 Hours late = \$600 + \$400 an hour.

If the Vendor fails to meet the response times more than one time in any 30-day period, the City reserves the right to terminate the maintenance contract with the Vendor.

E. Service Center

Vendor shall list the address of the service center that will maintain the system.

F. Onsite Service

Vendor shall provide on-site support for major civic celebrations and special events in the City, including, but not limited to major holidays, parades, festivals, et cetera. A City representative will coordinate efforts for support.

G. Exceptions

In the event cabling or major network trunks are physically damaged, the Vendor shall provide a quote to the City (within 12 business hours of determining the outage is related to damaged cabling) to repair the cabling. All cabling work shall be completed by certified personnel. The Vendor's quote to repair the cabling must include time to resolve upon acceptance of the quote by the City. The City reserves the right to reject any quote and obtain quotes from other contractors.

3.6. Equipment Moves, Adds and Changes (MAC)

Requests for moves, adds and changes shall only be accepted when presented in writing (paper or electronic) from authorized representatives of the City. The City will provide the awarded Vendor with a list of authorized representatives. MACs shall be performed with no additional cost to the City. Technicians performing MAC activity shall respond on-site to complete the work within one week of requested MACs. Common MACs associated with the camera system are:

- Adding or removing cameras
- Changing a camera view
- Adding or removing camera system users
- Adding switches to support additional cameras
- Adding additional wireless equipment to support additional cameras
- Connect additional City-provided equipment to the communications infrastructure

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>Firm’s Qualifications, Experience and References</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	15 <i>(15% of Total)</i>
2.	<p>Qualifications of Project Team</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	15 <i>(15% of Total)</i>
3.	<p>Project Approach and Plan</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	30 <i>(30% of Total)</i>
4.	<p>Cost Proposal</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>	Reward Low Cost	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 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
- 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