

CITY OF PITTSBURGH

Office of Management & Budget

on behalf of the

Equipment Leasing Authority



Request for Proposal

for

Mobile Electric Charging Stations

RFP No. 2017-0043

Release Date: Wednesday, September 20, 2017

**Submittal Deadline: Friday, October 13, 2017
no later than 4:00pm EST**

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1 Introduction

September 20, 2017

To All Prospective Bidders:

The City of Pittsburgh Office of Management and Budget on behalf of Equipment Leasing Authority invites you to submit a proposal for Mobile Electric Charging Stations. The Equipment Leasing Authority is seeking the purchase of five mobile, renewably powered, level 2, dual port EV charging stations with energy storage to be used to charge the City's vehicle fleet.

Any questions in regard to this RFP should be submitted in writing **no later than 4pm EST on September 27, 2017** and directed to:

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

All proposals will be due by **October 13, 2017 at 4:00 pm** as described in the Timeline section of this RFP. The Committee will announce the Awardee on or about October 30, 2017.

Sincerely,



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

2 Background

The Equipment Leasing Authority is seeking the purchase of five mobile, renewably powered, level 2, dual port EV charging stations with energy storage to be used to charge the City's vehicle fleet. Charging units are also intended for use as emergency backup power in times of extended grid failure.

In 2015, Mayor Peduto, in coordination with the on-going projects of the Climate Action Plan and the development of a Resilience Strategy, set six climate goals for the City of Pittsburgh to achieve by 2030. Three of the goals are critical to this project: (1) operating a 100% fossil fuel-free fleet, (2) operating on 100% renewable energy, and (3) reducing city-wide transportation emissions by 50%. This project is the first towards fulfilling the three goals.

The City also began its fleet transition strategy in 2015 and conducted its first fleet baseline assessment. Fleet transition recommendations advised the establishment of three key outputs: (1) creation of an organizational structure to guide vehicle electrification in Pittsburgh, (2) infrastructure that makes a visual and functional impact to the EV market in Pittsburgh and (3) sustainable and enduring policies and investments that advance the reduction of greenhouse gases from the transportation sector.

The City intends to incrementally install enough EV charging stations and renewable energy to power the City's fleet as it is converted to electric. In 2017, the City has purchased 4 electric vehicle sedans and intends to purchase as many as 7 more electric sedans by the end of 2017. To power the newly electric fleet, in 2017 the City has installed 4 EV stations as a first step, and now seeks the additional EV charging infrastructure envisioned by this RFP to further its fleet electrification initiative.

Consideration of fixed infrastructure costs of electric grid hookup, the requirements for both renewable power and visually and functionally impactful infrastructure, and the City's focus on neighborhood resilience, have led the City to look towards the purchase of mobile, renewably powered charging units with battery storage. The intention is to deploy the units not only as electric vehicle chargers but also in times of extended grid failure as an emergency power source. Starting out with mobile units will also allow flexibility in location of the fleet as well as the ability to adapt to future technological advances.

The solar capacity of the units should produce roughly 120 miles of electric charge per day or 15 MW per year, to accommodate both the City's fleet vehicles and allow opportunity for public charging.

3 Tentative Schedule of Events

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

RFP released:	September 20, 2017
Cut-off for questions:	September 27, 2017 4pm EST
Proposal submission deadline:	October 13, 2017 4pm EST
Proposal Review & Supplier Scoring	Week of October 16, 2017
Contract award:	October 2017
Project start date:	Date of Contract Execution

4 Scope of Services

4.1 Scope Detail

The successful respondent will work closely with the City to produce and deliver at least five electric vehicle charging units that adhere to the following:

4.1.1 Specifications

- Generate 100% renewable power, not tied to the electric grid.
- Produce enough energy to power the electric vehicles assigned to them, which will include, but not be limited to Ford Focuses, Chevrolet Bolts and Ford Police Responder Hybrid Sedans.
- Provide enough power to ensure a full overnight charge to the electric vehicles assigned to them.
- Possess the ability to be transported relatively easily, allowing for strategic deployment to buildings or neighborhoods to serve as backup power in times of emergency extended grid failure.
- Each mobile unit must be able to power at minimum to Level 2 chargers, and be at least a dual port
- Mobile unit should include a locking mechanism and/or other security features
- Include a mechanism for the collection of fueling and energy production data that provides information regarding energy used per vehicle
- The units should produce roughly 120 miles of electric charge per day or 15 MW per year, to accommodate both the City's fleet vehicles and allow opportunity for public charging.

The contractor will provide the following services as part of the proposal and may include any additional services they offer:

- Initial delivery of charging units to specified location within the City of Pittsburgh
- Implementation assistance to make the delivered units operational
- Standard or Extended Warranty
- Training and any additional educational materials to be utilized by City staff
- Maintenance packages

The Authority reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the Authority.

5 RFP Terms & Conditions

5.1 Examination of Proposal Documents

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

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

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

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

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

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

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

5.2 RFP Term

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

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

5.3 RFP Communications

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

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

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

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

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

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

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

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

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

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

5.4 Addenda/Clarifications

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

5.5 Withdrawal of Proposals

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

5.6 Public Record

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

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

5.7 Non-Conforming Proposal

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

5.8 Disqualification

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

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

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

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

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

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

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

5.9 Restrictions on Gifts and Activities

The City of Pittsburgh Ethics Code and Chapter 198 of the City Code (Code of Conduct) was established to promote public confidence in the proper operation of our local government. These

resources outline the requirements for disclosure of interests and restricted activities as related to public procurement processes. Proposers are responsible to determine the applicability of these requirements to their activities and to comply with its requirements.

5.10 Rights of the Authority

This RFP does not commit the Authority to enter into a contract, nor does it obligate the Authority to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The Authority 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 Authority;
- 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 Authority's sole judgment, has been delinquent or unfaithful in the performance of any contract with the Authority;
- L.** Reject the proposal of any Respondent who, in the Authority'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 Authority.
- 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 Authority.
- P.** Require a performance bond and/or other "failure to deliver" agreement by the awardee at time of contracting.

6 Miscellaneous Requirements

6.1 Acknowledgements

A. Conflict of Interest

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

B. Code of Ethics

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

C. Fair Trade Certification

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

D. Non-Disclosure

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

E. Debarment

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

F. Financial Interest

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

G. Full Fee Disclosure

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

7 Equal Opportunity

7.1 MWE/DBE

The City of Pittsburgh is committed to the ideal of providing all citizens an equal opportunity to participate in City and its Authorities' contracting opportunities. It is therefore the Authority's goal to encourage increased participation of women and minority groups in all Authority contracts.

The Authority requires that all bidders demonstrate good faith efforts to obtain the participation of Minority-Owned Business Enterprises (MBE's) and Women-Owned Business Enterprises (WBE's) in work to be performed under Authority contracts.

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 Authority will review contracts to include an evaluation of a developer/contractor's employment of minority groups and women, and encourages goals of eighteen (18) percent and seven (7) percent participation respectively.

7.2 Veteran-Owned Small Business

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

7.3 Good Faith Commitment

In order to demonstrate good faith commitment to these goals, all bidders are required to complete the attached MDE/WBE/Veteran-Owned Solicitation and Commitment Form (which details the efforts made by the bidder to obtain such participation).

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

8 Format & Submittal Requirements

8.1 Format Requirements

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

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

8.1.1 Cover Letter

A cover letter should be submitted with the following information:

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

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

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

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

8.1.3 TAB B: Qualifications of Team

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

8.1.4 TAB C: Asset Delivery Plan and Post-Delivery Support Services

Provide a detailed discussion of your firm's plan to successfully complete delivery of the assets and provide post-delivery support services outlined in this RFP. Include a proposed asset delivery plan and a narrative of all post-delivery support services your company would provide.

8.1.5 TAB D: Cost Proposal

Provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by major phase and/or deliverable as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Include options and pricing for standard and/or extended warranties.

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.

8.1.6 TAB E: Required Statements

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

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

8.1.7 TAB F: Exceptions

Describe any and all proposed exceptions, alterations, or amendments to the Scope of Services or other requirements of this RFP, including the Terms & Conditions listed in Section 11. This section shall be clearly marked "Proposed Exceptions" in your submittal. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the Authority's determination of whether it is possible to successfully negotiate a contract with your firm.

8.2 Submittal Requirements

This Proposal must be typewritten. It must be signed by hand in ink. Printed signatures are unacceptable. It may be signed only by such representatives of the Bidder as are authorized to LEGALLY bind the Bidder. If the Bidder is a sole proprietorship or partnership, the sole proprietor or a partner must sign this Proposal. If the Bidder is a corporation, the President of the corporation must sign this Proposal, except that this requirement may be met by the signature of two (2) other authorized officers or officials of such corporation. In such latter event, the signatory or signatories certify that they are aware of the resolutions and by-laws of the Bidder and that such signature or signatures on this Proposal legally bind the Bidder.

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

9 Evaluation & Selection

9.1 Selection Procedure

- A.** Your Proposal will be evaluated by a Selection Committee comprised of at least two (2) representatives of the Authority, at least one member of the Office of Management & Budget and any other key stakeholder representatives as deemed necessary.
- B.** Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a Selection Committee in accordance with the criteria listed below. The firm(s) submitting the highest rated proposal may be invited for interviews.

9.2 Criteria

All proposals will be evaluated using the following criteria:

- Firm's Qualifications, Experience and References
- Responsiveness of Submission
- Asset Delivery Plan and Post Delivery Support Services
- Cost Proposal and Specifications

10 Award & Contract

10.1 Award

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

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

10.2 Contracting Process

This Proposal may be accepted at any time within one-hundred-twenty (120) days after the date of opening described herein-above or within such other time as may be imposed or permitted by any law enacted within such one-hundred-twenty (120) day period. Within such period, the Bidder has no right to withdraw or modify this Proposal, even after the Authority has made an award.

This proposal does not legally bind the Authority in any way whatsoever, and the Authority shall not be liable hereon, until a contract has been duly executed by the Authority. The bidder is advised that neither oral nor written advice shall bind the Authority and should not be relied upon.

The Bidder is advised that any action by the Authority with respect to this Proposal may be rescinded before execution of a contract by the Authority. Acceptance of this Proposal by the Authority will be mailed or delivered to the Bidder, at the address for communications set forth hereinabove.

NOTE: Exhibits listed in Section 13 of this document shall only be required to be completed by the Awardee.

11 Appendices

11.1 Attachment(s) Listing

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

Appendix B – Grant MOU

12 Terms and Conditions

1. DEFINITIONS

I. CHAIR: It is agreed by the parties to this contract, that unless otherwise specified, wherever the word "Chair" occurs in the contract, it will be considered as referring to the Authority's Chair.

II. AUTHORITY: The Equipment Leasing Authority of the City of Pittsburgh, a municipal authority of the Commonwealth of Pennsylvania.

III. CONTRACTOR: It is agreed by the parties hereto that wherever the word "Contractor," or the pronoun(s) in place thereof are used in this contract, they are to be considered as referring to and meaning the contracting party or parties, or such party or parties seeking to enter into a contract with the Authority of Pittsburgh, as the case may be, or the legal representatives of such party or parties.

2. ALTERATIONS/CORRECTIONS

Any alteration, erasure, addition to or omission of required information, change of the specifications or bidding schedule, is made at the risk of the prospective contractor and may result in the rejection of the bid, unless such changes are authorized by the specifications.

3. EXECUTION OF BIDS

Bids are to be executed, by the following persons:

I. *CORPORATION* - The President or Vice President, and one of the following: Secretary, Treasurer, Assistant Secretary or Assistant Treasurer.

If a bid is executed by any other person, a power of attorney, a copy of the bylaws, or a resolution of the Board of Directors documenting the authority of that person to sign the bid must accompany the bid. The power of attorney, bylaw, or resolution must be certified by the Corporate Secretary as a true and correct copy, still in force as of the date of the execution of the contract.

II. *PARTNERSHIP* - At least one (1) of the partners.

III. *SOLE PROPRIETORSHIP* - The individual owner.

IV. *BUSINESS OPERATING UNDER A FICTITIOUS NAME* - Entities operating a business under a Fictitious Name must execute the contract in the name of the entity trading and doing business as the Fictitious Name.

4. PERFORMANCE AND BID BONDS

Whenever a bid bond or performance bond is required, the bidder may meet the requirement by submitting an acceptable cashier's check, certified check, banker's check or an irrevocable letter of credit in the amount required. Whenever a performance bond is required, the successful bidder shall keep all provisions and requirements of the bond up-to-date throughout the term of the contract.

5. INSURANCE

A certificate evidencing the following minimum insurance must be provided when award is made, unless otherwise specified:

- a) GENERAL LIABILITY Single limit of Bodily Injury and Property Damage Combined: \$500,000.00 each occurrence. \$1,000,000.00 aggregate.
- b) EQUIPMENT LEASING AUTHORITY OF THE CITY PITTSBURGH must be listed as "Additional Insured" on the insurance certificate.
NOTE: The name(s) of the insured on the certificate must be the same as the name(s) of the Contractor listed on the bid document.
- c) Insurance coverage must be an "OCCURRENCE POLICY". "Claims made" policies are *unacceptable*.
- d) WORKERS' COMPENSATION: STATUTORY LIMITS.

- e) AUTOMOTIVE LIABILITY INSURANCE – MINIMUM REQUIREMENTS: \$500,000 for each individual occurrence and \$1,000,000 in aggregate coverage.
- f) PROFESSIONAL LIABILITY (Required for Professional Services Only): Coverage as shall protect the Supplier and any subcontractor performing work under the Contract, from claims errors and omissions which arise from operation of the Contract, whether such operations are performed by the Supplier, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 each occurrence/aggregate and \$1,000,000 excess liability, each occurrence/aggregate.

Insurance must be maintained in full force and effect throughout the term of the contract. If insurance must be renewed during the term of the contract, the new certificate of insurance must be forwarded to:

Equipment Leasing Authority of the City of Pittsburgh

414 Grant Street, Room 526

Pittsburgh, PA 15219

Failure to provide and renew such insurance as required shall be deemed a material breach of contract and shall be a basis for immediate termination of this Contract and any related Bid Agreement. The insurance requirements of this provision shall be in addition to any other insurance requirements of this Contract.

6. TAX STATUS OF AUTHORITY

The Equipment Leasing Authority of the City of Pittsburgh is exempt from Federal excise taxes, transportation taxes and state sales taxes. Therefore, bidder should not include any such taxes in its calculations or in the prices bid. Any sales tax invoiced to the Authority shall not be paid.

7. FIRM PRICE BIDS

The Authority cannot allow escalation of prices during the contract term. All contracts are for fixed prices. Such statements as "interest charges applied on accounts 30 days or older" or "prices subject to revision" are considered escalation clauses. Any reference in documents submitted with a bid indicating that the prices are not firm may be cause for rejection of the bid.

8. ANTI-DISCRIMINATION

Contractor shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job related handicap, or sexual orientation. Contractor shall comply with the applicable provisions of the Pittsburgh Code of Ordinances, Title Six - Conduct Article V Discrimination, and any amendments thereto. Contractor also shall comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. Contractor shall incorporate in any subcontracts which may be permitted under the terms of the contract, a requirement that said subcontractors also comply with the provisions of this section.

9. CONTRACTOR TO BE QUALIFIED AND RESPONSIBLE

Before any Bid Agreement is awarded subsequent to the execution of this Contract, prospective Contractors must satisfy the Authority that they have the requisite organization, capital, plant, ability and experience to satisfactorily perform the work under this Contract in accordance with the terms and conditions herein and in conformity with the best modern practices and industry standards.

Award shall be made to the lowest *responsible* bidder on an item by item or low total basis as the Authority determines is in its best interests. Bidders should be mindful that the lowest-priced bidder may not be the lowest *responsible* bidder. "Lowest responsible bidder" is defined in Pittsburgh's Authority Code and via established case law.

10. COLLUSION BETWEEN BIDDERS

If the Authority forms a reasonable belief that a prospective Contractor is interested in more than one proposal for the same project that is sufficient cause for rejection of all proposals in which collusion between bidders is suspected.

11. REJECTION OF BIDS

The Authority reserves the right to reject, for any reason, any or all bids if it is in the best interest(s) of the Authority to do so.

12. PAYMENT UNDER BID AGREEMENT

It is the intent of the Authority to pay all invoices resulting from work performed under a Bid Agreement for a Project within forty-five (45) calendar days from invoicing. The Authority CANNOT pay any INTEREST CHARGES or LATE PAYMENT CHARGES. Any inclusion of such charges may disqualify the proposal from award consideration and/or will be disregarded by the Authority.

Invoices for payment must be received within thirty (30) calendar days of the completion of work or delivery. Authority reserves the right to reject, not pay, or reduce total compensation for all invoices that are submitted more than 30 days after delivery of goods or completion of services. Payment for unit(s) will be processed only after unit(s) bid has/have been verified as complying with specifications and accepted by the Authority. All invoices shall be submitted to:

Equipment Leasing Authority of the City of Pittsburgh
414 Grant Street, Room 526
Pittsburgh, PA 15219

13. NOTICE OF AWARD

Regardless of any notification of award to any prospective Contractor, all bids remain open and acceptable by the Authority for ninety (90) days from the bid opening date. Nothing in this paragraph is to be considered a waiver of the Authority's rights against a prospective Contractor who fails to execute a contract once it is awarded.

14. COMPLIANCE WITH PENNSYLVANIA "RIGHT TO KNOW" LAW; SUPERFUND

The Authority of Pittsburgh is obligated to comply with the Pennsylvania Worker and Community Right to Know and Superfund Amendments and Reauthorization Act ("SARA") Title III laws. Successful Contractors, where applicable, must submit a Material Safety Data Sheet ("MSDS") for hazardous chemicals.

Submit all Material Safety Data Sheets to:

Equipment Leasing Authority of the City of Pittsburgh
414 Grant Street, Room 526
Pittsburgh, PA 15219

15. PRICES

All prices submitted by the Bidder shall be based upon the following:

- a. No taxes of any kind shall be included in any price.
- b. All transportation costs of every kind, including transit insurance, required to effectuate the delivery of the items shall be included in every price. All items shall be delivered F.O.B. destination.
- c. No discounts of any kind shall be included in any price. Discounts, if any, offered to the Authority for prompt payment shall be available for a period of not less than forty five (45) days after acceptance by the Authority of the items. If offered, discounts must apply to the total price of items as to which the Authority accepts this Proposal, which may be fewer than the total number of items as to which the Bidder proposes. The size of discounts, but not the length of time therefore after forty five (45) days, will be considered by the Authority in determining the lowest responsible bid meeting specifications.
- d. All prices quoted shall be firm prices without contingencies for increase. No reference to price increases is permitted. No price increases will be permitted for any reason, including inflation or scarcity. The Bidder hereby expressly waives its right to the defense of impracticability of performance or similar defenses. No separate terms, including, but not limited to, interest of any kind or in any amount, may be included for late or partial payments by the Authority.

16. USE OF TRADE NAMES

Bidder agrees and warrants that whenever the bidder, in its Bid, describes goods by trade name, catalog number, or "as per sample", the goods so described conform to the specifications. The unauthorized use of any patented articles is done entirely at the risk of the successful bidder.

17. INDEMNIFICATION

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

18. CONTRACTOR THOROUGHLY INFORMED AS TO WORK

Contractor hereby affirms that s/he has read each and every clause in the advertisement, Information to Prospective Contractors, specifications and agreements relating to this work and fully understands the meaning of each, and hereby agrees that s/he will comply with all the terms, covenants and agreements herein set forth; and that s/he fully understands the character of the work to be performed under this contract.

19. SETTLEMENT OF DISPUTES

It is expressly covenanted and agreed that in the event of a disagreement or controversy arising between the Contractor and the Authority as to the interpretation, specifications, or proper execution of this contract, or as to settlement thereunder, or in the event any disagreement, as to any dispute under this contract or the work involved, such dispute shall be brought immediately to the Authority's attention in writing. The Authority shall decide upon the dispute and such decision shall be final and conclusive, as to all matters in controversy, without exception or appeal, and all right(s) of action at law, in equity or otherwise, under and by virtue of this contract are hereby expressly waived.

20. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign this contract or any right to monies to be paid hereunder without the written consent of Authority. None of the services covered by this contract shall be subcontracted without the prior written approval of Authority. It is further agreed that no subcontract, if consented to, shall under any circumstances relieve the Contractor of any liabilities and obligations under this Contract, and should any subcontractor fail to perform the work undertaken in a satisfactory manner, such subcontract must be terminated immediately and ended by the Contractor upon notice of the Authority Chair so to do. The successful bidder shall be responsible to require his sub-contractors to comply with all of the insurance requirements of this agreement.

21. HOME RULE CHARTER

This contract is subject to the provisions of the Pittsburgh Home Rule Charter-where applicable.

22. PREVAILING WAGE ORDINANCE

The Contractor agrees that section 161.16(e) of the Pittsburgh Code of Ordinances, stating that the Contractor shall pay at least the applicable prevailing wages as shall have been determined by the Secretary of Labor and Industry to the workers employed in the performance of any contract for public work subject to the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the regulations issued pursuant thereto, and all supplements and amendments thereto, shall be made a part of this Prequalified Contract as fully as if attached hereto, and that s/he will comply in all respects with the provisions thereof, insofar as the same affects this contract.

23. ANTI-SWEATSHOP PROVISIONS

The Contractor certifies that none of their goods or products were made under sweatshop conditions as defined in § 161.02(e) of the City Code.

If the Authority is presented with information that would lead the Authority to reasonably believe that the Contractor or its suppliers may be obtaining goods or products for sale, re-sale, lease or rental to the Authority that were made under sweatshop condition, upon request of the Authority, Contractor shall disclose information, data and materials reflecting Contractor's practices as they pertain to the procurement and manufacturing of goods/products in compliance with the Anti-sweatshop provisions of Pittsburgh Code Section 160.02.

24. WORKERS COMPENSATION

Contractor hereby agrees to perform the work described in this Contract in accordance with the terms herein and further certifies that it has accepted the provisions of the Worker's Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this contract is concerned, and that it has insured its liability

thereunder in accordance with the terms of the said Acts, as evidenced by the certificate of insurance it has caused to be attached hereto, or will file with the Authority before the execution of this Contract, a certificate of exemption form for insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry.

25. COMPLIANCE WITH LAWS

The unit(s) proposed to be furnished shall, at the time of delivery, conform in all respects with rules, regulations, and requirements of the unit code and all other laws, regulations, etc., relating to the Motor unit Code of the Commonwealth of Pennsylvania. In addition, the unit must comply at delivery with applicable City and Federal laws and regulations. All units must be delivered with the most current Pennsylvania State Inspection sticker affixed. Any bid submitted must meet the Pennsylvania Buy-American Laws and the Buy American requirements of section 1605 of the American Recovery and Reinvestment Act of 2009, to the extent applicable.

26. GOVERNING LAW

The contract that is formed subject to these articles of Agreement will be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

27. DEBARMENT

Contractor warrants that it is not prohibited from entering into this Contract with the Authority by reason of disqualification under subsection (b) of Section 161.22 of the Pittsburgh Code. An affidavit certifying compliance with this Section is attached hereto as an Exhibit and incorporated into and made a part of this Contract.

28. STATEMENT OF AFFILIATIONS

Contractor hereby files a Statement of Affiliations with the Authority, attached hereto as an Exhibit, in compliance with Section 197.08(c) of the Pittsburgh Code.

29. TERMINATION

In addition to any rights of termination set forth elsewhere in this Contract or any related Bid Agreement, the Authority may terminate this Contract at any time, without cause or liability, by giving Contractor thirty (30) days advance written notice of its intention to terminate.

30. OPTION TO EXTEND

The Equipment Leasing Authority in cooperation with the successful Contractor(s) in regard to this Contract, reserves the right to extend this Contract for up to ninety (90) days after the indicated expiration date. This mechanism would be utilized in the event that a lapse in the current Contract occurs before a new contract can be established for the demolition services required by the Authority. When applicable, an extension notice will be issued defining the exact extension of this Contract; all other terms and conditions of the extended contract will remain in full force and effect.

31. NEW MATERIAL

Unless otherwise provided in the specifications, all goods to be supplied to the Authority shall be from new, unused, current stock.

32. ESTIMATED QUANTITIES

Unless otherwise provided in the specifications, any references in the specifications to quantities of goods or frequency of services to be provided to the Authority are estimates, and the Authority reserves the right to require the successful bidder to provide more or less than the estimated quantity or frequency, or to purchase none at all.

33. DELIVERY POINT AND TIME

Unless otherwise provided in the specifications, the goods and services to be delivered or provided shall be delivered to or provided at any place or places within Pittsburgh, Pennsylvania, which the Authority may designate. All deliveries are to be F.O.B. point of delivery. Unless otherwise provided in the specifications, the successful bidder shall provide all goods and services within thirty (30) days from the date of the Authority's request therefore.

34. CONFORMANCE TO SPECIFICATIONS

Bidder agrees and warrants that whenever the bidder, in its Bid, describes goods by trade name, catalog number, or "as per sample", the goods so described conform to the specifications. The unauthorized use of any patented articles is done entirely at the risk of the successful bidder.

35. FORCE MAJEURE

Neither Contractor nor the Authority shall be held responsible for losses resulting if the fulfillment of any terms or provisions of an award resulting from this Contract is delayed or prevented by unforeseeable causes including but not restricted to Acts of God, restraint of Government, or for any other causes which are unavoidable through the exercise of due care and beyond the control of the party who is to perform.

36. UNIQUE BIDS

Each bidder may only submit one (1) bid on behalf of the organization and all subsidiaries.

37. PIGGYBACKING

It is understood that the goods and services described in the specifications may be purchased by the Authority and any other municipal bodies as set forth in the specifications and bidder agrees to supply the goods and services to the municipal bodies on the same terms and conditions as if they were to be supplied to the Authority. To the extent that the municipal bodies purchase goods or services, then the municipal bodies, and not the Authority, shall be liable to the bidder.

38. NON-EXCLUSIVITY

The Authority reserves the right at its sole discretion to utilize other contracts (such as Commonwealth of Pennsylvania or County of Allegheny contracts) for the services described herein. The Authority also reserves, at its sole discretion, the right to bid separately any services that may be included in this agreement.

41. BID ERRORS

If a Bidder submits a bid with a price that is patently incorrect, such that a "reasonable person" would recognize the error, the Bidder shall be given the opportunity to withdraw the entire bid or only the incorrect line item in a bid. If the Bidder wishes to withdraw the entire bid or only a line item, the Bidder shall, within five working days of bid opening, state in a letter to the Authority the reason for the mistake and request that the Authority not consider the bid or line item for award.

42. SPECIFICATION ERRORS AND BULLETINS (AMENDMENTS)

If any alleged errors are noted in the bid specifications, bidder should immediately notify the Authority and, if confirmed, a bulletin shall be sent to all bidders. A copy of all bulletins issued shall be submitted electronically with the suppliers bid.

43. CLARIFICATION

The Authority reserves the right to request clarification of any bid before bid award.

44. QUALIFIED BIDDERS

All bidders must be merchants dealing in the goods and services on which they bid, and must be qualified to advise as to their application and use. Bidders warrant, and must be able, upon request, to demonstrate, that they possess the knowledge, experience, skill, capital, stock, charters, licenses, permits, patents and personnel necessary to satisfactorily perform the contract for which they submit bids.

45. SAMPLES

- a) By submitting a bid, the bidder agrees to deliver to the Authority, at the Authority's request and at no cost to the Authority, samples of any or all items upon which the bidder bid. Said samples shall not be returned to the bidder. Inspection or testing by the Authority does not constitute a waiver of any claims or rights which the Authority otherwise would have with respect to the quality of goods or workmanship. Authority shall specify the quantity of samples. If bidder inadvertently provides an incorrect sample or otherwise wishes to exchange the submitted sample with a correct sample, the bidder shall provide a detailed written explanation to the Authority and have a legitimate reason for the exchange. The bidder shall have only one opportunity

to perform such an exchange.

- b) Authority, at its sole discretion, shall have the right to arrange for testing of samples to determine whether they are within bid specification. Authority shall indicate to bidder that it desires testing and advise which samples are to be tested and for what purpose. The following additional guidelines shall be followed:
 - 1) Laboratory/testing facility used shall be pre-approved by Authority;
 - 2) Suppliers shall be solely and fully responsible for the expenses of testing regardless of whether or not the tested sample(s) meets specification;
 - 3) Authority and bidder shall immediately communicate upon Authority's request for testing to determine which laboratory/testing facility shall be used, as well as the time frame in which tests are to be conducted and reported to Authority;
 - 4) The laboratory which tests the samples shall report its results directly to both Authority and bidder.

46. PRE-PRINTED TERMS AND CONDITIONS

Bidder's pre-printed Terms and Conditions or restrictions commonly appearing on the reverse side of letters submitted with the bid and/or bidder's specifications material and contract documents shall be disregarded and have no effect

47. SOLICITATION ONLY

This is a solicitation only and is not intended to be nor should it be construed to be an offer to enter into any contract or other agreement.

48. FATAL BID ERRORS

The following errors shall be deemed fatal and render the bid void:

- a) Failure to sign the bid, or bond or both,
- b) If the signatures are those of unauthorized persons, or
- c) If there is no stated pricing.

All other errors may be waived at the sole discretion of the Authority if such errors would not invalidate a fair and just competitive bidding procedure free of favoritism and fraud and a common standard for all bidders.

49. CONTRACT

By submitting a bid, the bidder warrants that if the Authority makes an award to the bidder, bidder shall, at the option of the Authority, enter into a written contract with the Authority. This contract shall consist of the terms and conditions set forth in the Bid, Bulletins (if applicable), specifications, and these General Conditions and Instructions to Bidders. If no bid bond or substitute is required and bidder fails or refuses to execute the required documents within thirty (30) days after award by Authority, bidder shall pay to the Authority the difference in the amount specified in bidder's bid and the amount Authority shall pay to fulfill the specifications.

50. STEEL PRODUCTS

In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, approved March 3, 1978, if any steel products are to be used or supplied in the performance of the contract, only steel products produced in the United States of America, as defined therein, shall be used or supplied in the performance of the contract.

51. LAWSUITS BY OR AGAINST THE AUTHORITY

The Bidder hereby agrees to provide, without expense to the Authority, such evidence and information as may be in its possession or reasonably available to it as may be useful, in the judgment of the Authority, in any lawsuit filed or threatened to be filed by or against the Authority.

52. ASSIGNMENTS OF ANTITRUST CLAIMS

By submitting this Proposal to the Authority, the Bidder hereby offers to assign, sell and transfer to the Authority all rights, title and interest in and to all causes of action which the Bidder may have under the antitrust laws of the United States of America or the Commonwealth of Pennsylvania, or any other state, for price fixing, which causes of action have accrued prior to the effective date of said assignment, and which relate solely to the particular items purchased or procured by the Authority pursuant to this Proposal. Such offer of assignment shall be deemed to be accepted by the Authority upon final payment by the Authority to the Bidder for such items.

53. SEVERABILITY

In case any one or more of the provisions contained in this Proposal shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Proposal shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein

54. EXAMINATION OF FINANCIAL RECORDS

Bidder/Contractor shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this Bid/Agreement in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which Authority funding has been provided under the provisions of this Bid/Agreement. The Bidder/Contractor shall maintain such books, records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. The Bidder/Contractor shall provide access, during normal business hours, to such books, program and financial records, documents and other evidence upon request of the Mayor, the Authority Controller or their designees upon receipt of reasonable advance notice, either oral or written. Bidder's/Contractor's books, records, program and financial records, documents and other evidence pertaining to services provided under this Bid/Agreement shall be preserved and made available for a period of three (3) years following the termination of this Bid/Agreement. The Mayor, the Authority Controller or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of Bidder's/Contractor's books, records, program and financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the Bidder/Contractor, to the Authority's sole satisfaction, within thirty (30) days after the Bidder's/Contractor's receipt of written notice of such deficiencies. Failure of the Bidder/Contractor to comply with the provisions set forth in this paragraph may constitute a violation of this Bid/Agreement and, at the Authority's sole discretion, may result in the Authority withholding future payments.

13 Articles of Agreement

MADE THIS _____ DAY OF _____, 2017

BY AND BETWEEN

The EQUIPMENT LEASING AUTHORITY of the CITY OF PITTSBURGH, a municipal corporation of the COMMONWEALTH OF PENNSYLVANIA, (referred to herein as "the AUTHORITY").

AND

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

Hereinafter referred to as "Contractor"

FOR

All products and/or non-professional services as proposed in response to solicitation **RFP2017-0043**, the details of which are attached as Exhibit A. Contractor hereby agrees to all terms and conditions set forth in Section 12 of this document.

Additional Exhibits are as follows:

- Exhibit A - Scope of Work
- Exhibit B - Affidavit of Debarment
- Exhibit C - Statement of Affiliations
- Exhibit D - Affirmative Action
- Exhibit E - Certificate of Insurance

TERM OF AGREEMENT: The term of this Agreement shall commence upon the date of execution and shall last through _____.

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

CONTRACTOR

Signature of Company Officer

Witness

Name

Name

Title

Date

ACCEPTANCE BY THE AUTHORITY:
EQUIPMENT LEASING AUTHORITY OF THE CITY OF PITTSBURGH

Jennifer Presutti, Chair

Date

Guy Costa, Vice Chair

Date

William S. Urbanic, Treasurer

Date

Bruce A. Kraus, Assistant Treasurer

Date

Wendell Hissrich, Secretary

Date

Approved as to Form:

James J. Gladys, Solicitor

Date