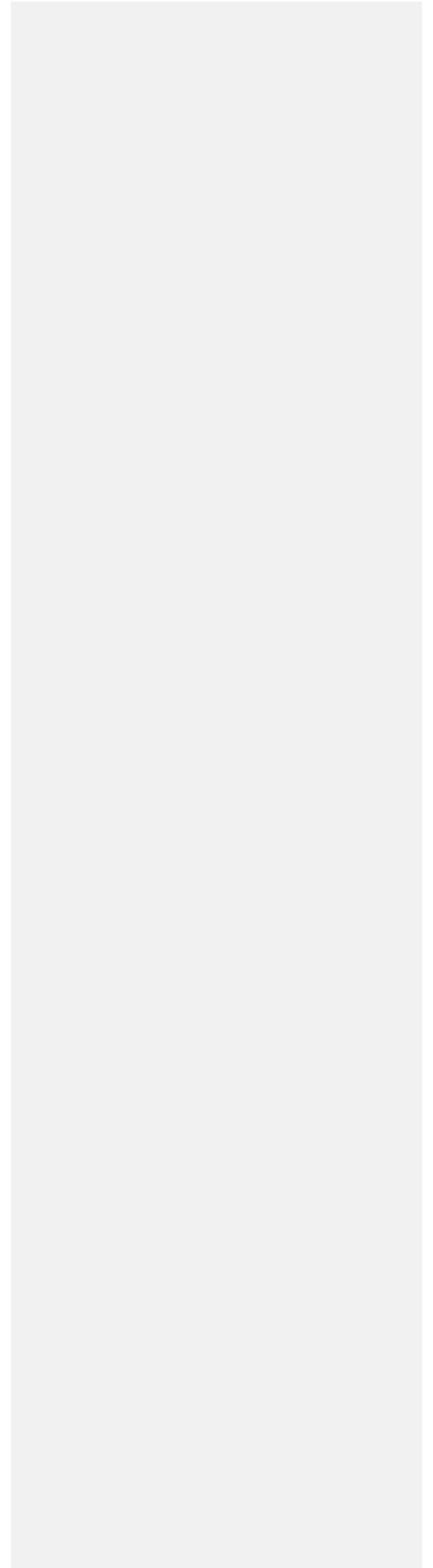




**CITY OF PITTSBURGH
REQUEST FOR PROPOSALS:
Professional Consulting Services for Council District 1**

Deadline for Submission: 3PM, Thursday, October 2, 2014



I. BACKGROUND

Pittsburgh’s population is approximately 305,800 people. City Council is the elected legislative branch of government. It carries out duties in accordance with the Home Rule Charter and the laws of the state, and is primarily responsible for making laws which govern the City of Pittsburgh. City Council proposes, debates, and votes on legislation governing and/or affecting the city. City Council also approves appointments as provided by the Charter, regulates revenues and expenditures, incurs debt, and approves the final operating and capital budgets for the city.

Pittsburgh's City Council is composed of nine members. Each member represents one council district, with approximately 40,000 people within each Council District. Each Member of Council is appointed to be the chairperson of a standing committee which corresponds to a city department or function.

Darlene M. Harris is the elected representative of District 1. Council Member Harris is in her third term in office and has served two, two-year terms as the Council President. She is presently Chair of the Standing Committee on Performance and Asset Management. Prior to her election to Council, she was a member and past president of the Pittsburgh Board of Education. Council District 1 is comprised of the following city neighborhoods, situated in the northern quadrant of the city: Allegheny Center, Brighton Heights, Brightwood, East Allegheny (also known as Deustchtown), Fineview, Northview Heights, Observatory Hill (also known as Perry North), Perry Hilltop, Spring Garden, Spring Hill-City View, Summer Hill, Troy Hill, Washington's Landing.

A map of the Council District can be viewed at this link: <http://goo.gl/maps/oRAV>.

**II. OBJECTIVES OF THIS REQUEST FOR PROPOSAL (“RFP”)/
CONDITIONS OF CONSULTANT ENGAGEMENT**

The Office of the City Clerk of the City of Pittsburgh is the administrative arm of the Pittsburgh City Council and is responsible for the issuance and management of professional consulting contracts on behalf of Pittsburgh’s City Council. The City Clerk is issuing this RFP to secure professional consulting services in support of the Office of Council District 1; Darlene M. Harris is the elected representative of this Council District.

The City Clerk, on behalf of City Council, seeks to retain the services of a professional consultant for District 1 to better serve the constituents it serves, improve the administration of the office functions and provide legislative and budgetary analysis.

Although the selected consultant (if one is selected) will not be chosen purely based on proposed fees, the budget for the Professional Services Agreement for this engagement may not exceed forty thousand dollars (\$40,000.00) over a period of twelve (12) months

for fifty (50) weeks (i.e. a rate of Twenty dollars (\$20.00) per hour.) The starting date will be agreed upon by the parties, but is anticipated to be in September 2014. Any proposed fee must include all consulting fees for the entire Scope of Work below, including expenses and materials. Work hours cannot exceed forty (40) hours per week.

Any consultant selected will at all times be an independent contractor and not an employee of the City in the performance of required duties. Any selected Consultant shall be responsible for payment of all federal, state and local taxes arising out of the Consultant's activities in accordance with this Agreement. The Consultant will not participate in any City of Pittsburgh benefit plan that is available for active employees including, but not limited to, any retirement and health and welfare plans (e.g. insurance, pensions) and will not receive paid vacation days for holidays during which City offices are officially closed for business.

II. QUALIFICATIONS AND SCOPE OF WORK

The selected Respondent (if any) (may also be referred to herein as the "Consultant") will report directly the Council Member and work in conjunction with full-time office staff. The Consultant will be provided a variety of tasks to perform within the Scope of Work listed below. While some work may be performed off site, the Consultant is expected to be on site at the City County Building office the majority of the time.

- A. The selected Consultant should possess and/or explain how it will obtain the following qualifications prior to commencing work on this engagement:
1. Knowledge of applicable federal, state and local laws and regulations regarding the lawful scope of duties, conduct and activities of lobbying, elections, election finance and other matters potentially related to the performance of task required for this engagement.
 2. Familiarity with the City's Code of Conduct (Pittsburgh City Code Chapter 197) and the Public Official and Employees Ethics Act, 65 Pa.C.S.A. §§ 1101 *et seq.*
- B. In order to be considered, any selected Consultant must be able to offer the following professional services:
1. Provide ongoing legislative research, analysis and drafting of legislation in support of the Councilmember's legislative agenda;
 2. Provide research and analysis of proposed budgetary, contractual and zoning code matters;
 3. Provide external communication support by way of drafting press releases, articles and/or public policy, opinion pieces and/or policy white papers;

4. Provide organizational solutions to increase the effective and efficient operations of the office;
5. Provide liaison functions on behalf of the Council Member with the Council, community based-development and advocacy organizations within the 1st Council District; and
6. Provide routine constituent services support to city residents, including but not limited to, residents of the City Council district.

C. Consultant will also be expected to assist the Councilmember in meeting the following objectives:

1. Improving office performance. That includes, but is not limited to, upgrading retention of records, development of standard office procedures and administration;
2. Improving the quality of work product produced by the office in legislative, community planning, budgetary and legislative analysis matters;
3. Developing legislative strategies to secure affirmative votes for the Council Member's initiatives; and
4. Developing effective communication strategies with the public and media;

III. PROPOSAL REQUIREMENTS

In order to be considered, a Respondent's Proposal shall include the following information:

- A. Cover letter.
- B. A written narrative describing the individual/firm's overall qualifications to provide the services requested and the method or manner in which the Respondent proposes to meet the requirements and objectives set forth in the Scope of Work listed above.
- C. A description of the Respondent's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work.
- D. The complete fee schedule and cost to the City for all services outlined in this RFP. This section shall include all related costs and fees. Fees not listed in this section shall not be charged to or paid by the City.

- E. A brief history of the company, including organizational structure, ownership interest, present status and projected corporate direction.
- F. Active customers (including cities, counties, states), and specifically those based in Pennsylvania.
- G. The resumes of the individual/firm's employees who will work on this engagement.
- H. Number of years in operation under present name or previous name(s) and the number of years of business for each providing services required by this RFP.
- I. Include at least 2, and no more than 4, letters of support/recommendation from other clients utilizing Respondent's services – facilitation and marketing recommendations preferred but not limited to those areas only.
- J. Include a section outlining a timeline for facilitation, listening tour across the city, and delivery of final materials.
- K. Complete either the MBE/WBE/Veteran Owned Solicitation and Commitment Form or the MBE/WBE/Veteran Owned Solicitation and Commitment Form–Waiver Request, copies of which are provided.

IV. ECONOMY OF PROPOSALS

Proposals should be prepared simply and economically and give a straightforward and concise description of the Respondent's capabilities to satisfy the requirements of the Scope of Work. Special bindings, colored displays, etc. may be used when they will aid in clarity, but are not otherwise necessary. Emphasis should be placed on the completeness and clarity of content.

Proposal should be no more than five (5) pages; single sided, standard, readable, print on standard 8.5x11 papers.

The following items will not count toward the page limitations: cover sheet, cover letter, any executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.

V. REQUESTS FOR INFORMATION

Any requests for clarification or additional information regarding this RFP must be sent electronically to:

Mary Beth Doheny, City Clerk at marybeth.doheny@pittsburghpa.gov

Answers to the questions will be posted on the City's website. Only interpretations or corrections to the RFP made in writing by the City Clerk will be binding.

Any Respondent believing that there is any ambiguity, inconsistency, or error in this RFP shall notify the City of Pittsburgh in writing or electronically by the above-mentioned deadline. Failure to notify the City will constitute a waiver of claim of ambiguity, inconsistency, or error.

VI. PROPOSAL SUBMISSION

One Hard (1) hard copy of the proposal must be received no later than **3pm Eastern Daylight Time, Thursday, October 2, 2014.**

Comment [A1]: Mary Beth--do you want this to be submitted both ways?

Comment [A2]: Need to provide more than a few days notice to respond.

All hard copy submissions should be mailed or hand delivered to:

Mary Beth Doheny, City Clerk
510 City County Building
414 Grant Street
Pittsburgh, PA 15219

The City of Pittsburgh is not responsible for late delivery caused by the postal service, private carriers, traffic, weather conditions, or any other reason.

Any proposals received after the deadline will be rejected.

All materials submitted in response to this RFP will become property of the City of Pittsburgh. Respondents shall not retain any rights, including, but not limited to intellectual property rights, to the information and/or ideas contained within or accompanying their Proposals.

The content of all proposals will be maintained as confidential until the Final Respondent selection is publically announced, but may be subject to disclosure pursuant to applicable law thereafter.

Submission of a Response indicates acceptance by the Respondent of the terms and conditions of this RFP unless clearly and specifically noted otherwise in the Response.

VII. CONDITIONS

A. **No Collusion or Conflict of Interest.** By responding to this RFP, the Respondent shall be deemed to have represented and warranted that its submission was not made in connection with any competing Respondent submitting a separate response to this RFP, is in all respects fair, and was without collusion or fraud.

B. **Fees Disclosure.** Pursuant to Section 161.36 of the City of Pittsburgh Code, the 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 that could present a real or perceived conflict of interest.

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. **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.

E. **Professional Services Agreement/ Contingent on Council Approval.** Respondent must confirm its willingness to enter into a Professional Services agreement with the City and to comply with the terms agreed to by the parties therein. The City's Professional Services agreement terms include, but are not limited to, general and automobile liability insurance and indemnification requirements. Specific guidelines regarding reimbursement for business/travel expenses (as applicable) will also be included. Respondent acknowledges that the City's final selection of a Respondent, if any, is contingent upon prior authorization by Pittsburgh City Council to enter into a Professional Services agreement for these services after the selection process set forth in Section VIII herein is completed.

F. **Proposed Term of Professional Services Agreement.** Services performed pursuant to any Professional Services Agreement shall commence upon execution of the agreement and continue for a period of ONE (1) year, unless canceled or terminated within thirty (30) days written notice by either party. If the Consultant has employees, the Consultant must provide proof of workers' compensation/employer liability insurance. If the Consultant has no employees, then the Consultant shall warrant he/she/it has no employees and the parties agree that workers' compensation/employer liability insurance is not be required

G. **Miscellaneous.**

1. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other, enter into any contract warranty or representation as to any matter.
2. During the term of the engagement, the Consultant shall not, without the express written consent of the City Clerk (after consultation with the City Solicitor), engage in any business activity which is directly or indirectly involved with the City of Pittsburgh, its related Boards, Authorities or Commissions or, any person holding elected office or announced candidate for any political office in within the Commonwealth of Pennsylvania.

3. The Consultant will keep confidential all information relating to the Services unless disclosure is authorized in writing by the Client, or to the extent required by an order of a court having competent jurisdiction or under subpoena from a governmental body or agency.
4. The Consultant will not provide any services to any person or legally organized entity seeking to provide services to the City of Pittsburgh during the term of the engagement.
5. The Consultant agrees to comply with both of the City Code of Conduct and Pennsylvania Public Officials and Employees Ethics Act.
6. All work products generated pursuant to this Agreement are the sole and exclusive property of the City, and the City may use such work product(s) for any purpose without additional compensation to the Consultant. The Consultant may not use such work products in subsequent engagements for other clients without the express written consent of the City.

VIII. SELECTION PROCESS

The criteria used to evaluate the proposals submitted will include:

- The completeness of the proposal, including the proposal's conformance to the standards and objectives set forth in this RFP;
- The quality of the proposal;
- The Respondent's experience in performing similar projects;
- The Respondent's skills, resources, and capacities to execute the Project successfully in a timely manner;
- MBE/WBE/Veteran participation; and
- Best overall value for the City, in terms of cost, system capabilities, and Respondent's proven success in cities of similar size.
- An interview which is slated to occur no later than October 16, 2014.

Comment [A3]: This should not be scheduled until all responses are received.

Upon receipt of the proposals and conducting the interview, the City will select the Respondent (if any) who best meets its needs. The proposal with the lowest price will not necessarily be accepted, nor will any reason for the rejection of any proposal be indicated. Authorization to enter into a contract with the selected Respondent (if any) is also subject to approval by City Council.

The City reserves the right to reject any or all proposals, to waive any procedural informalities, to cancel this RFP (with or without the substitution of another RFP), or reissue the RFP at any time prior to the execution of a final contract if, in the City's opinion, it is in the best interest of the City for any reason whatsoever. The City also reserves the right to supplement, amend, substitute, or otherwise modify this RFP at any time prior to selection of one or more Respondent.

The City reserves and may exercise the following rights and options with respect to this selection process:

- (1) To accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the City's best interest to do so.
- (2) To reject as informal or non-responsive, any proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditional in any way, or deviates from the mandated requirements of the RFP.
- (3) To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City's sole judgment, material to the proposal.
- (4) To permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections to proposals on a fair and consistent basis.
- (5) The City also reserves the right to request that some or all Respondents modify their proposals, submit additional information, or attend interviews at City offices at no cost to the City.
- (6) The City may decide to select no Respondent.

IX. MBE / WBE / VETERAN-OWNED SOLICITATION AND COMMITMENT

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

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

In order to ensure that there are opportunities for historically disadvantaged minority groups and women to participate on Covered Contracts, and consistent with the City's current equal employment opportunity practice and goals, the EORC will review

contracts to include an evaluation of a developer/contractor's employment of minority groups and women, encouraging goals of twenty-five (25) percent and ten (10) percent, respectively.

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

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

In order to demonstrate good faith commitment to these goals, all bidders are required to complete and submit with their bids either: the attached MBE / WBE / Veteran Owned Solicitation and Commitment Form (which details the efforts made by the bidder to obtain such participation), or the attached MBE/WBE/Veteran Owned Solicitation and Commitment Form-Waiver Request, which details why no MBE/WBE/Veteran-Owned business participation could be obtained. Failure to submit either of these forms will result in rejection of the bid. Copies of these forms are provided.

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

X. RESPONDENT'S RESPONSIBILITY

A. All materials and work products prepared, developed or obtained through any Professional Services Agreement or other contract with the City of Pittsburgh shall be promptly delivered to and become the property of the City of Pittsburgh and there shall be no limitation on the subsequent use of same by the City of Pittsburgh. Failure to comply with this provision shall, at the City of Pittsburgh's election, absolve the City of Pittsburgh for payment of any compensation to the Respondent in connection with such agreement or contract.

B. The Respondent's work shall be subject to the approval of the City of Pittsburgh. Where the Respondent's work is determined to be unsatisfactory, it shall be corrected by the Respondent at the direction of the City and at no additional cost to the City.

C. Respondents are responsible for all costs associated with responses to this RFP, including any interviews or meetings, if required. In no event shall the City be responsible for any costs related or incidental to the preparation of a response to this RFP.

D. It is the responsibility of all interested Respondents to carefully read the entire RFP which contains all provisions applicable to successful completion and submission of a Response.

XI. MINOR SCOPE OF WORK CHANGES

Throughout the course of this project, minor changes in the Scope of Work may occur for which documentation is required. The selected Respondent is required to submit to the City of Pittsburgh for approval a procedure that will track any such minor changes to the Scope of Work. The procedure, at a minimum, must show the nature of the minor change, estimated person-hours with costs, any proposed trade-offs for the person-hours, and a place for City of Pittsburgh approval and sign-off by an authorized City representative.

It is not the intent of the City of Pittsburgh to supplement the Respondent's contract for minor deviations in scope changes. Major changes in the scope of work will require a supplemental agreement to the Professional Services Agreement.

The City of Pittsburgh reserves the right to decide when a supplemental agreement for the contract will be necessary, according to applicable law and procedures.