

**THE CITY OF PITTSBURGH
DEPARTMENT OF FINANCE**

**REQUEST FOR PROPOSALS FOR A CONTRACT TO ADVERTISE UPON THE
CITY OF PITTSBURGH FLEET VEHICLES (Excluding Public Safety Vehicles)**

DATE OF ISSUE: July 9, 2015

Proposers are advised that the Department's authorized contact for all matters concerning this Request for Proposals ("RFP") is:

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414 Grant Street
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**Paul
Leger**
Finance
Director

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SECTION I - SUMMARY

The City of Pittsburgh, acting through its Department of Finance ("Department"), invites all qualified firms to submit Proposals for a ten (10) year Contract to display advertisements upon the City of Pittsburgh Fleet vehicles (excluding Public Safety vehicles). The City seeks proposals from vendors that can place advertisements on city vehicles that are both attractive and comply with the Market Based Revenue Opportunity Design Criteria and Standards (Appendix 1) and The Market Based Revenue Policy and Procedures (Appendix 2). If both parties agree, the agreement may be extended for an additional five year contract. Such an extension would be based upon the Program's first ten years of operation.

The Department is authorizing an exclusive Contract to advertise on the City of Pittsburgh's Fleet (excluding Public Safety vehicles). Pursuant to this authority, the Department is seeking Proposals for the opportunity to advertise on city vehicles.

The selected Contractor will be responsible for generating revenues through placement of advertisements upon city vehicles, provide monthly reports of advertisements and revenue received to the City of Pittsburgh.

The Contractor will be permitted to display advertising on approximately 475 vehicles (appendix 7) subject to specific criteria and limitations as more fully described in appendix 1 and 2.

The Proposal must indicate the amount of compensation the Proposer offers to the City for the rights granted under the Contract. This compensation must be stated as both a percentage of gross revenues derived by the Contractor as a result of revenues from display of advertising thereon and a fixed guaranteed minimum annual amount, whichever is greater. The Proposer may structure the compensation package as they desire and may offer guaranteed alternative compensation packages provided the package is clearly understandable and a minimum annual compensation amount is clearly stated.

On July 23, 2015, in the Department of Finance, Room 200, City-County Building, 414 Grant Street, Pittsburgh, PA 15219, the Department will conduct a Pre-proposal Conference to provide an opportunity for interested parties to ask questions regarding the RFP. Proposers are advised to request scheduling details from the Department Contact.

Proposals are due on July 27, 2015, by or before 4:00 p.m. local time, and must be submitted in accordance with the Proposal Package Submission Requirements contained herein.

SECTION II - SCOPE OF SERVICES

1. General Information

Generally, the Contractor shall be responsible for the following:

1. Operation of advertisements on City of Pittsburgh Fleet (excluding Public Safety Vehicles)
2. Place and Change Advertisements
3. Create and Maintain Reports
4. Communicate with City Personnel
5. Keep track of signage on vehicles
6. No vehicle will be taking out of service to apply advertisements / sponsors

2. City Fleet Advertising

A. General Remarks

The primary source of revenue to the Contractor will be the sale of advertising space on city vehicles. Advertising shall be permitted on designated vehicles that include 4-door Sedans, Passenger Vans, Pick-up Trucks, Small Garbage Trucks, Large Garbage Trucks, Large Recycling Trucks and Dump Trucks. All Public Safety vehicles are excluded

B. Size of Advertising

For information on vehicles size and advertisement placement on each vehicle reference Appendix 1, pages 12-20.

Electronic media (such as "zippers") will not be permitted. Audio advertising will not be permitted.

C. Types of Advertising Messages

The display or placement of tobacco, political and alcohol advertising shall be prohibited. Any type of advertising which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful or obscene as determined by the Department including but not limited to advertising that constitutes the public display of offensive sexual or suggestive material shall also be prohibited Any such prohibited material displayed or placed shall be immediately removed by the Contractor upon notice from the Department.

D. Public Service Advertising

The Contractor may develop a program for providing free or below cost advertising to non-profit organizations. Unsold advertising space shall be made available at no cost to the City of Pittsburgh Departments or any non-profit group approved by the City. The City or non-profit group will be responsible for materials and placement cost.

3. Number of Vehicles

The total number of vehicles will not exceed 475 (appendix 7) unless both parties agree to a higher number.

4. Fleet Locations

A. General Remarks

The Contractor will evaluate lists of vehicles and their locations. The Contractor shall be responsible for putting advertisement on the vehicles at their assigned locations or provide a facility close to the city garage. **No vehicle will be taking of service to apply advertisements.**

5. Fleet Design and Fabrication

A. General Remarks

The Fleet Advertisement Contract is an important initiative for the City of Pittsburgh. Therefore, design excellence is of greatest importance. Primary design goals are as follows:

Provide meaningful protection from precipitation, wind, and sun.

Provide attractive, high quality materials

Provide a coordinated scheme of designs that are compatible with the vehicles.

Provide durable signage.

6. Advertisement Installation

A. General Remarks

The Contractor will be responsible for all installation costs, including providing all materials.

B. Installation Schedule

The Contractors shall maintain or place ads for the term of the contract. The number of existing vehicles as well as the addition of new vehicles shall be eligible for the Fleet Advertisement program (excluding Public Safety Vehicles).

C. Installation Methods

The Contractor shall install all ads on vehicles in a workmanlike manner, in compliance with all applicable codes and regulations. These shall include, but are not limited to regulations in Appendix 1, pages 12-20.

D. Vehicle Restoration

After the removal of any advertisement on vehicles, the vehicle shall be restored to its proper condition by the Contractor at the Contractor's sole expense. All vehicles shall be patched or replaced with materials of the same type, quality, color and texture.

E. Fleet Replacement

In some cases, new vehicles will replace existing ones. The Contractor will be given a 30-day notification by the city if to the city needs to replace a vehicle that is part of the Fleet Advertisement program.

7. Fleet Inventory

Upon the award of a contract, the City of Pittsburgh will provide the Contractor with a list of vehicles in the program. The Contractor shall provide to the Department, at its sole expense, a computerized inventory of the vehicles used in the Fleet Advertisement program. The list should be send to the Finance Department every 3 months. The system shall be compatible with the City's computer system and shall have database, vehicle and advertisement information for recording the type, design and features of all installed ads on vehicles.

The system shall also have the capacity for two-way information sharing between the Department and the Contractor regarding the vehicle used and the advertisement. Such system shall be installed and operational at the commencement of the Contract. On the expiration or sooner termination of the Contract, the system and data shall become the property of the City without compensation to the Contractor.

8. Operation

A. General Remarks

Immediately on the commencement of the Contract and throughout the Contract term, the Contractor will be responsible for the complete Fleet Advertisement program. This responsibility includes all vehicles where sponsorship or commercial advertising is permitted (excluding Public Safety Vehicles) on City-owned vehicles.

B. Operations Records

The Contractor shall record all operations that apply to the Fleet Advertisement Program. The nature of the task shall be recorded, along with the date and time that each task was completed and the person responsible for completing the task. This information shall be transmitted to the Department at the end of each business month.

SECTION III - CONTRACT REQUIREMENTS

1. Ownership of Advertisements on Vehicles

In the event that the Department cancels the Contract in whole or in part, for any reason, the City shall not be responsible for any existing contract the Contractor has with a third party.

In the event of termination in whole or in part due to the default of the Contractor, Alternately, the City may direct the Contractor to remove any or all of the advertisement on the vehicle and restore them to their proper condition, which removal and restoration shall be at the Contractor's sole expense.

2. Performance Bond or Letter of Credit

Prior to the execution of the Contract, the Contractor will be required to deposit with the City of Pittsburgh's Controller's office a surety performance bond in the amount of specified by the City, to ensure the installation of the Contract Structures and the faithful performance of all of the terms and conditions of the Contract. In the event of a breach, the Department will be authorized to complete the restoration of the vehicles.

A portion of this performance bond may be in the form of cash, and the remainder shall be in the form of a bond, legally executed by a surety company or companies approved by the City of Pittsburgh and authorized to do business in the State of Pennsylvania.

3. Liability and Insurance

The Contractor will be liable for, and shall indemnify, defend and hold the City, and its officers, agents and employees harmless from, any and all claims or damages to persons or property by reason of the operation of the Fleet Advertisement Program. The Contractor will be required to procure and maintain, at its sole cost and expense, the following types of insurance from an insurance company acceptable to the City:

- a.) Commercial General Liability Insurance
- b.) Workers Compensation Insurance in accordance with applicable law.
- c.) Employers' Liability Insurance in accordance with applicable law.
- d.) Automobile Liability Insurance

4. Employment Policy

The Contractor may act to recruit, train and place City of Pittsburgh residents in full and part time positions at all levels of employment.

5. Participation Minorities ,Women and Veterans

The Contractor shall insure that Pittsburgh area Minority Business Enterprises (MBE) and Women's' Business Enterprises (WBE) shall participate in sub-contracts associated with this program. Goals for this project are:

Minority Business Enterprises:	25%
Women's' Business Enterprises:	10%
Veterans	5%

6. Applicable Law and Regulations

The Contractor shall comply with all applicable local, state and federal laws. The Contractor shall perform all work in compliance with Market Based Revenues Policy and Procedures (appendix 2)

7. Contract

The City of Pittsburgh will enter into a standard form of agreement with the successful bidder. This request for proposals will be included as an attachment to that agreement.

8. Interim Review

The Department will provide a written evaluation to the Contractor and will rate the prior year's performance "Acceptable", "Requires Improvement" (including a specific statement of recommendations to improve performance), and "Unacceptable". If the Department rates Contractor performance "Unacceptable" the Contractor shall have one calendar quarter to improve performance. Failure to so improve the performance will be grounds for terminating the Contract. If the Department rates the performance as "Requires Improvement", the Contractor shall develop a plan to upgrade performance over the next contract year. Interim quarterly evaluations will be made to insure that performance is improving. Failure to make progress to improved performance will be grounds for termination of the contract.

IV. PROPOSAL PROCEDURES AND REQUIREMENTS

1. Proposal Package

The Proposal Package shall contain the following:

A. Proposal Cover Sheet

The Proposer shall submit a completed Proposal cover sheet (attached as Appendix 3) transmitting the Proposal Package to the Department. The Cover Sheet shall be signed and dated by an individual authorized to enter into a Contract with the City on behalf of the Proposer. A separate cover sheet shall be completed and submitted for each firm that is a party to the Proposal, e.g., two firms submitting one Proposal as a joint venture.

B. Statement of Qualifications

The statement of qualifications is a presentation of the qualifications and experience of the Proposer's organization and the staff that will be participating in the Contract. A statement of qualifications shall be included for each firm that is a party to the Proposal or that will provide services associated with this contract. E.g., two firms submitting one Proposal as a joint venture or one firm submitting a Proposal that will require subcontracting on a long-term basis to one or more firms.

At a minimum, the statement qualifications shall include the following:

1. Narrative

Proposers must provide information regarding their relevant experience and knowledge of outdoor advertising media. Each Proposal must include a detailed narrative setting forth the background, experience, and qualifications of the firm(s) and the principals of the firm(s), including a list of previous completed work that is similar or related to that described in the Scope of Services required pursuant to Section II of this RFP. Such information should identify the cities or localities where such services are or have been provided, and should also describe in detail the scope and value of relevant current and past contracts, licenses, franchises and any other agreement.

2. References

Proposers must provide the names, phone numbers and addresses of no fewer than five (5) client references, including at least one reference for each contract or license identified in response to the previous section of this RFP. The Department may request additional references for individual members of the project team, including subcontractors.

3. Organization Chart and Team Members

Proposers must provide an organization outline or chart identifying the names and titles of project team members, reporting relationships within the project team and a resume or summary of qualifications of each team member, including past performance on similar or related projects, and an explanation of the roles that these individuals will have in the fulfillment of the Contract

4. Financial Statements

Each firm that is a party to the Proposal must submit audited financial statements for its two most recent completed fiscal years. Supporting documentation shall be submitted as requested by the Department.

C. Technical Proposal

1. Narrative

Each Proposal must include a detailed narrative description of how the Proposer plans to fulfill and, if applicable, exceed the terms and conditions of the Contract as described in the Scopes of Services section (Section II) of this RFP, as well as any commitments to improve design, technology and/or services during the term of the Contract. In addition, the narrative must describe the Proposer's plans for administering and marketing the Fleet and the advertising thereon.

2. Drawings

Each Proposal should include color renderings and drawings of each basic design for each type of vehicle, as described in the Scope of Services section of this RFP. Methods by which each basic design can be varied to suit specific contexts shall be indicated by means of notes and/or additional graphic representations.

D. Cash Flow Analysis

Proposers must submit a detailed cash flow analysis itemizing the revenues and expenses anticipated over the term of the contract. A form for the cash flow analysis is provided as Appendix 5.

E. Compensation Proposal

The compensation to be paid to the City each year for the rights granted under the contract shall be a fixed, guaranteed minimum annual amount, or a percentage of any gross revenues derived by the contract as a result of the display of advertising on Fleet vehicles whichever is greater. The Proposer may structure the compensation package in any way but a minimum payment to the City on an annual basis must be stated.

"Gross revenues" shall consist of the sum of any and all user fees and any and all revenues obligated to be paid to the contractor, its subsidiaries, affiliates or third parties as a result of the installation of the city fleet irrespective of the contractor's ability to collect the revenues. Gross revenues shall be calculated on the basis of the total amount contracted for by advertisers, shall include any amount received in the form of materials, services or other benefits, tangible or

intangible, or in the nature of barter. Gross revenues shall not be subject to any deductions for commissions, brokerage, labor charges or other expenses. The City may agree to deduct fees paid to the City from the gross revenues.

Proposers must propose both a fixed guaranteed minimum annual amount of compensation and a percentage of gross revenues to be paid each contract year during the term of the contract. A percentage of the net receipts will not be acceptable.

The compensation proposal shall be submitted in a separate, sealed envelope clearly labeled "Compensation Proposal."

Such compensation shall not be considered in any manner in the nature of a tax, but such payments shall be made in addition to any and all taxes of whatever kind or descriptions which are now or at any time hereafter may be required to be paid pursuant to any local, state or federal law.

F. Required City Documents

The following documents shall be completed by each firm that is a party to the Proposal or that will provide services associated with this contract, e.g., two firms submitting one Proposal as a joint venture or one firm submitting a Proposal that will require subcontracting on a long-term basis to one or more firms:

Affirmation

The Proposer shall complete and submit the Affirmation attached as Appendix 5 as part of the Proposal package.

2. Proposal Package Submission Requirements

A. Delivery

Proposal Packages must be received by the Department of Finance, Room 200 City-County Building, 414 Grant Street, Fourth Floor, Pittsburgh, PA 15219 on or before July 27, 2015 4:00 p.m. (EST).

Proposals received after the Proposal Due Date and Time are late and shall not be considered.

B. Copies

Proposers shall deliver one signed original and five (5) copies of the Proposal Package

C. Length of Proposal

Proposers are advised that while there is no page limitation for Proposals, discretion should be used.

D. Labeling

The outer envelope enclosing any materials submitted in response to this RFP shall be addressed as follows:

From: Proposer Name/Address

To: Department of Finance
Room 200, City County Building
414 Grant Street Pittsburgh, PA
15219

RFP Title: Request for Proposals for a contract to advertise upon the City of Pittsburgh fleet vehicles.

Proposal Due Date and Time: July 27, 2015 4:00 p.m. (EST).

3. Proposal Evaluation Procedures

A. Evaluation

1. Proposals shall be evaluated by the City of Pittsburgh. Members will likely include representatives of the Office of Management and Budget, Department of Finance, Public Works and the Fleet Manager. The City will have technical advisors who may include representatives of other public entities such as the Art Commission, the Mayor's Office, the Law Department, and the Department of Public Safety. The City will deliver its recommendation to the Director of the Department of Finance, who will be guided, but not bound by the recommendation
2. Rating sheets or other written evaluation forms shall be used to evaluate Proposals and shall be signed and dated by members of the City reviewing the Proposal. Initial ratings may be amended, and the amended ratings shall be recorded on amended rating sheets. Copies of all initial and amended rating sheets or evaluation forms shall be maintained as part of the Department's files.

SECTION V - GENERAL PROPOSAL INFORMATION

1. Status of Information

- A. The Department shall not be bound by any oral or written information released prior to the issuance of the RFP.
- B. The Department shall not be bound by any oral or written representations, statements or explanations other than those made in this RFP, in Department-written responses to Proposer inquires or in a formal written addendum to this RFP.

2. Communication with the Department

Proposers are advised that from the date this RFP is issued until the award of the contract, no contact with Department personnel related to this solicitation is permitted, except as

shall be authorized by a Department Contact.

3. Proposer Inquiries

- A. All inquiries regarding this solicitation shall be submitted in writing to a Department Contact, who shall respond in writing to all potential Proposers.
- B. The Department Contacts may orally respond to oral inquiries of a non-substantive nature.
- C. Proposers are advised that the Department cannot ensure a response to inquiries received later than ten (10) calendar days prior to the Proposal Due Date.

4. Addenda to the RFP

- A. The Department shall issue responses to inquiries related to substantive issues and any other corrections or amendments to the RFP it deems necessary prior to the Proposal Due Date in the form of written addenda.
- B. It is the Proposer's responsibility to assure receipt of all addenda by verifying with a Department Contact prior to submitting a Proposal that all addenda have been received. Proposers shall acknowledge the number of addenda received as part of their Proposals.

5. Pre-Proposal Conference

- A. **A Pre-proposal Conference will be held July 23, 2015 at 10:00 AM, in the Department of Finance, Room 200 City-County Building, 414 Grant Street, Pittsburgh, PA, 15219.** The conference will be conducted by Department personnel to assist Proposers in understanding the RFP and contract requirements. Nothing stated at the conference shall change this RFP unless the change is made in writing in addenda issued by a Department Contact. A written summary of the Conference, including the names and affiliations of all attendees, shall be maintained by the Department in its files. Attendance at the Pre-proposal Conference is strongly recommended, but is not mandatory.
- B. Questions about the RFP should be submitted in writing and faxed to a Department Contact at least one week prior to the Conference. No questions will be addressed that are not in writing and received.
- C. Proposers should notify the Department Contact of whom, if anyone, will represent their company at the Conference at least one week in advance. The Department Contact will provide specific scheduling and location information.

6. Location Listings

- A. Proposers may request from a Department Contact a list of all vehicles in the program.
- B. Proposers are advised to visit locations where vehicles are housed, to become more familiar with the wide variety of vehicles in the program.

7. Modified Proposals

- A. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal until the Proposal Due Date and Time and, if applicable, until the due date and time set for the submission of Best and Final Offers, if Best and Final Offers are required by the Department.
- B. The Evaluation Committee shall consider only the latest timely version of the Proposal.

8. Withdrawal of Proposals

A proposal may be withdrawn only in writing and only prior to the Proposal Due Date and Time or, if applicable, until the Due Date and Time set for the submission of Best and Final Offers.

9. Late Proposals and Modifications

Proposals, modifications and, if applicable, Best and Final Offers received after the applicable due date and time are late and shall not be considered.

10. Confidential and/or Proprietary Information

- A. The Department will endeavor to protect from disclosure any confidential and/or proprietary information of the Proposer submitted to the Department pursuant to this RFP in accordance with applicable law, provided that the Proposer shall specifically identify those portions of the Proposal deemed to be confidential, proprietary information or trade secrets.
- B. Such information deemed by the Proposer to be confidential and/or proprietary shall be easily separable from the non-confidential/non-proprietary sections of the Proposal. Marking the entire Proposal as confidential or proprietary will result in the proposal being rejected and returned to the Proposer unread.
- C. Proposers expressly acknowledge and agree that neither the Department nor the City of Pittsburgh will have any obligation or liability to any Proposer in the event of disclosure of materials designated as confidential or proprietary.

11. Costs Incurred by Proposers

The Department shall not be liable for any costs incurred by Proposers in the preparation of Proposals or for any work performed in connection therewith.

12. Supplemental Information, Presentations, and Demonstrations

- A. The Department may require Proposers to submit supplemental or explanatory information regarding their Proposals.
- B. The Department may require Proposers to attend interviews, to give oral or visual presentations in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein.

13. Negotiations. Best and Final Offers

- A. The Department reserves the right to award a Contract on the basis of initial offers received, without negotiation. Therefore, each initial offer should contain the Proposer's best terms from a programmatic and cost standpoint.
- B. The Department reserves the right to enter into negotiations with one or more Proposers and subsequently to request the submission of Best and Final Offers from those Proposers who, after the conclusion of such negotiations, are still under consideration for award. No Proposer shall have any rights against the Department arising from an invitation to enter into negotiations or to submit a Best and Final Offer.

14. Proposer Acceptance of RFP and Contract Provisions

Submission of a Proposal signifies to the Department the Proposer's intention to compete for the award of the contract. Proposers understand and accept that at a minimum the terms and conditions specified in this RFP will become part of any contract granted.

15. Contract Award

Any recommendation of a contractor by the City will not be binding on the Director of the Department of Finance, who will have the sole discretion of determine whether or not to offer a Proposer a Contract in the best interests of the City. A Contract will be issued, if at all, to the responsible Proposer who submits the most beneficial Proposal in the interest of the City and who demonstrates the required skills and resources for the service required by the Contract. The City reserves the right to reject any and all Proposals in the best interests of the City.

16. Determination of Proposer Responsibility

- A. A Contract will be awarded only to a Proposer deemed responsible by the department. Factors that are considered in making a determination of responsibility include, but are not limited to: financial resources; technical qualifications; experience; organization; material; equipment, facilities and personnel resources and expertise (or the ability to obtain them) necessary to carry out the work and to comply with the Contract requirements, taking into consideration other business commitments satisfactory record of performance; satisfactory record of business integrity; and administrative (e.g., record of past performance) and other appropriate information.
- B. A Contract may not be issued to any Proposer who is in arrears or default on any debts, contract, obligation or taxes to the City of Pittsburgh. In addition, a Franchise Contract may not be issued to any Proposed until all outstanding adjudicated fines and/or liens owed to the City of Pittsburgh are paid in full.
- C. After the opening of the Proposals, a Proposer may be asked to submit sworn statements and supporting documentation setting forth such information as the Department may require including, but not limited to, the Proposer's financial condition, present and proposed plant and equipment, the personnel and qualifications of its working organization prior experience and performance record.

- D. Failure of a Proposer to provide information specifically requested by the Department may be grounds for an automatic determination of non-responsibility. If a Proposer who otherwise would have been awarded a Contract is found non-responsible, a written determination of non-responsibility setting forth in detail and with specificity the reasons for the finding of non-responsibility will be immediately sent to the non-responsible Proposer.

17. RFP Postponement/Cancellation

The Department reserves the right to postpone or cancel this RFP and to reject any and all Proposals at any time.

Appendix 1-

MBRO Design Criteria and Standards

Appendix 2 –

MBRO Policy and Procedures

Appendix 3

Proposal Cover Sheet

1. Name of Proposer: _____

2. Address: _____

3.

City _____ **State** _____ **County** _____ **Zip** _____

4. Telephone _____

5. Employer ID# (EIN) or Social Security Number. _____

6. Contact Person: _____

7. Title: _____

8. Telephone: _____

9. Fax: _____

10. Name of Person Completing Proposal _____

11. Title: _____

12. Signature of Person Completing Proposal: _____

CERTIFICATION BY CORPORATE OFFICER OR PARTNER

I hereby certify that I have reviewed the attached Proposal and that the information presented therein is accurate and complete as of this date.

Signature

Date

Appendix 4

Cash Flow Analysis

Cash Flow Analysis must be submitted with the Proposal and must include the following information:

- I. Revenue
 - A. Projected Average Annual Ad Revenue per Ad vehicle
 - B. Number of vehicle in service each year
 - C. Revenue forecast for each year (projected revenue x total number of vehicles)

- II. Annual Operating and Overhead Expenses (Assume all vehicle have advertisements)
 - A. Annual Staff Expense
 1. Staff (salaries, benefits, unemployment compensation)

- III. Capital Costs
 - A. Vehicles
 1. Installation
 2. Total Capital Costs (Add 1,2, and 3)

 - B. Capital Costs for Each Year

TABLE SUMMARY AND CASH FLOW ANALYSIS COMPLETE

Year	1	2	3	4	5		10
Revenue Projections							
A. Total Gross Revenue							
Operating Expenses							
Expenses							
Overhead Expenses							
B. Total Operating Expenses							
C. Operating Income (A-B)							
Capital Costs							
Finance Costs (if any)							
D. Total Capital Costs							
E. Net Income (C-D)							
% Payable to City							
Minimum Payable to City							

Appendix 5

Affirmation

PROPOSER'S NAME: _____

The above named Proposer affirms, declares and certifies:

1. That such Proposer, or if the Proposer is a corporation any person signing on behalf of such Proposer who is of lawful age, is the only one interested in this Proposal; and that no person, firm or corporation herein above named has any interest in this Proposal, or in the Contract proposed to be taken.

2. By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The terms of this Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such terms with any other Proposer prior to the opening, directly or indirectly, to any other Proposer or to any competitor; and
 - (b) Unless otherwise required by law, the terms that have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
 - (c) No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

3. That no officer or employee or person whose salary is payable in whole or in part from the City treasury is directly or indirectly interested in this Proposal, or to the agreement to which it is related, or in any of the profits thereof.

4. That such Proposer is not in arrears with the City of Pittsburgh upon any debt, obligation, or taxes and is not a defaulter, as surety or otherwise, upon any obligation to the City of Pittsburgh, and has not been declared not responsible, nor disqualified by any Department of the City of Pittsburgh or State of Pennsylvania, nor is there any proceeding pending relating to the responsibility or qualification of the Proposer to receive a public Contract except as is indicated in an attachment hereto.

5. That such Proposer will pay to each employee not less than the minimum wages fixed by Federal law and requirements.

6. That such Proposer has not refused to testify before a grand jury concerning any transaction with the State or any political Subdivision.

7. (Signature of the person who signed the Proposal)

(Title of the person who signed the Proposal)

Subscribed and sworn to before me this

_____ day of _____, 20

Notary Public

Appendix 6

Proposal Package Checklist

I. Sealed Package

A. One signed original and copies of each of the following:

1. Proposal Cover Sheet(s)
2. Statement of qualifications for each participating firm or subcontractor including:
 - a. Narrative
 - b. Informational Videos and Photographs
 - c. References
 - d. Organization Chart and Team Members
 - e. Individual Resumes
 - f. Financial Statement
3. Technical Proposal including:
 - a. Narrative
 - b. Cash Flow Analysis
 - c. Acknowledgement of Addenda

B. Required City Documents:

To be submitted with Proposal:

- a. Tax Identification Numbers
- b. Exhibit B (MBE & WBE Statement)
- c. Affidavit of Contractor
- d. Statement of Affiliations
- e. Veterans
- f. Signature page

To be submitted by awardees:

- a. Performance Bond
- b. Certificate of Liability Insurance

Informational Documents

- a. Information to Bidder (return not required)
- b. Vendor Questionnaire (return requested)

II. Sealed Envelope - One signed original and five (5) copies of the Compensation Proposal

Appendix 7

Vehicle List