



CITY OF
PITTSBURGH

**Department of Public Safety
Bureau of Animal Care & Control
Veterinarian Services
Request For Proposal (RFP)**

**THE CITY OF PITTSBURGH
DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF ANIMAL CARE AND
CONTROL**

**REQUEST FOR PROPOSALS FOR
DEA LICENSED VETERINARIAN
CONSULTANT SERVICES**

The City of Pittsburgh Department of Public Safety, Bureau of Animal Care and Control, is seeking proposals from qualified veterinarians interested in serving as consultant to the City's captured wild animal euthanasia program. Qualified veterinarians must be licensed both in the Commonwealth of Pennsylvania and by the United States Drug Enforcement Agency ("DEA"). In addition to providing training to the City's Animal Control Officers, the contractor will also be the sole provider of a consistent supply and proper disposal of all drugs, needles, and syringes needed in the humane euthanasia of wild animals. It is anticipated that the contractor will be required to spend approximately ten (10) hours per month with regard to these services.

If you have an interest in acting as the City of Pittsburgh's Veterinary Medicine Consultant please reply by 4:00pm Monday, December 15, 2014. The requirements for submitting a Proposal are stated in the attached Request for Proposal (the "RFP"). Please review them carefully.

Send all Inquiries and Proposals (Four (4) hardcopies of your completed proposal as well as one (1) electronic copy) to:

Claire Mastroberardino
Department of Public Safety
400 City County Building
414 Grant Street
Pittsburgh, PA 15219
claire.mastroberardino@pittsburghpa.gov

All Proposals must be sealed and clearly marked:

“LICENSED VETERINARIAN CONSULTANT SERVICES FOR THE CITY’S CAPTURED WILD ANIMAL EUTHANASIA PROGRAM”

In order to be considered under this RFP, *your completed proposals must be received no later than 4:00 p.m. on Monday, December 15, 2014.* Thank you for your participation.

Sincerely,

Stephen A. Bucar, Director
Department of Public Safety

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CITY OF
PITTSBURGH

REQUEST FOR PROPOSAL
LICENSED VETERINARY MEDICINE SERVICES

OVERVIEW AND BACKGROUND

The City of Pittsburgh Department of Public Safety, Bureau of Animal Care and Control, is now accepting proposals from appropriately licensed veterinarians for a professional and consulting services with regard to the City’s captured wild animal euthanasia program. Proposals will be accepted for all of the services identified in the “Scope of Work” section set forth below.

The City is committed to the humane treatment of all animals. Individuals or organizations interested in performing the services required under this RFP must hold the same commitment and reflect that commitment in their proposal. Any veterinarian providing services under this contract shall comply with all federal, state, county and city laws applicable to such work, regardless of whether such laws are referenced herein.

SPECIFICS AS TO CURRENT PROGRAM:

The City of Pittsburgh Bureau of Animal Care & Control received 9,903 wild animals in the period from 2011 - 2013. The average number euthanized for this same period:

YEAR	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014 (as of 8/31/14)</u>
Captured	3,476	3,350	3,077	
Euthanized	3,034	2,858	2,557	2,345

The City euthanizes animals listed on the Pennsylvania rabies vector including raccoons, ground hogs, bats, skunks and foxes. A numerical breakdown of such incidents over the last four years is included under the “Scope of Work” section appearing below. The current method of euthanasia utilized is a combination of sedatives and fatal chemicals consisting of Fatal Plus, Ketamine, Xylazine and Acepromazine.

The City of Pittsburgh Bureau of Animal Care and Control is staffed by twelve Animal Control Officers, a Supervisor, a Clerical Specialist, and a Truck Driver.

SCOPE OF WORK

The Service Provider selected by the City (“Service Provider”) will be responsible for providing all supplies and consulting services related to the City’s captured wildlife euthanasia program. Service Provider must procure supplies including but not limited to all controlled and non-controlled drugs, needles, syringes, and personal protective equipment. Service Provider must be licensed to practice veterinary medicine in the Commonwealth of Pennsylvania and must also possess a DEA licensed controlled substance registration certificate.

Service Provider will also be responsible for the lawful disposal of said supplies and will be required to provide proper documentation of any such regulated orders and/or disposals. Service Provider’s other responsibilities shall include the occasional training of Animal Control Officers in the practices of safe, effective and humane sedation and euthanasia of wildlife, as well as other consulting duties and/or training as necessary. There are no clinic hours or outside client contact required of Service Provider other than with the City of Pittsburgh. Service Provider may be asked to provide comment as necessary to the media in the event that the City requires veterinary input.

While the exact range and extent of services is subject to negotiation, it is anticipated that the selected Service Provider shall provide, as a minimum, professional services, supplies and dedicated personnel necessary to perform the following duties:

- Order all controlled drugs and supplies as needed for the safe and humane euthanasia of captured wild animals in the City of Pittsburgh based on numbers indicated in the chart below:

Type	Qty
RACCOONS	1644
GROUND HOGS	1308
BATS	84
SKUNKS	90
OTHER	60
TOTAL	3186

- Properly dispose of full sharp containers as needed, but at least monthly.
- Provide training in the safe, effective and humane euthanasia of captured wild animals for City Animal Control Officers as needed.
- Consult with Animal Control Supervisor regarding the safe handling and tracking of controlled drugs and supplies.

GENERAL INFORMATION AND INSTRUCTIONS TO SERVICE PROVIDERS:

This RFP is for the provision of professional veterinarian consulting services. The City reserves the right to award to the responsible Service Provider whose proposal is judged to offer the most advantages to the City, with the City being the sole judge thereof; to negotiate with any or all Service Providers; to reject any or all proposals, in whole or any part thereof, and to re-solicit for proposals in such an event; and to waive any minor technicalities or informalities as permitted by law in accordance with the City's determination of its own best interests.

The requirements listed throughout the RFP are to be considered a minimum. If your company standards are more stringent you must adhere to your internal standards. It is critical to maintain ongoing local interaction between the City and the Service Provider.

The City of Pittsburgh is not liable, under any circumstances, for any expenses incurred by any prospective vendor in connection with the selection process. This document in no way commits the City of Pittsburgh to make an award. The City of Pittsburgh reserves the right to postpone, accept or reject any and all proposals, in whole or in part. The data contained in this packet is solely intended to allow for the preparation and submission of proposals by qualified bidders and does not constitute a promise or guarantee of benefits to any individual or organization.

Service Provider's Conditions: Any conditions or expectations on the part of the Service Provider for performance by the City must be set forth in the Proposal. The City is not obligated to consider the Service Provider's post-submittal terms and conditions.

Contract Terms: The successful Service Provider must be willing to sign a contract substantially in accordance with the City's standard professional services agreement, a sample copy of which is included as part of "**Appendix A**". All Service Providers shall be aware that the contents of a successful proposal will become a part of the subsequent contractual documents. The resultant contract will incorporate by reference the City's Request for Proposal documents and the successful proposals and supporting submittals.

The initial term of the contract shall be for a period of two (2) years. **The effective start date of the professional services agreement will be at 12:01 am on January 1, 2015.** The City may terminate the contract without cause by giving the other party written notice of such intent not less than thirty (30) days prior to cancellation date. The City reserves the right to terminate this agreement in the event of a material breach by the successful bidder to perform in accordance with the terms of any portion of the agreement. The City also reserves the right to terminate or re-negotiate of the agreement should this be determined to be in the best interest of the City or due to any City re-organization.

In the event of termination, all legal files shall be delivered to the City's representative as outlined in the termination letter/notice before the expiration of the contract at no additional cost to the City. The City retains ownership of all legal files and documentation developed and maintained by the selected Service Provider.

CITY RIGHTS AND OPTIONS

The City at its sole discretion reserves the following rights:

1. To cancel this RFP with or without the substitution of another RFP;
2. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City;
3. To issue additional requests for information;
4. To require one or more SERVICE PROVIDERS to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted;
5. To conduct investigations with respect to the qualifications and experience of each SERVICE PROVIDER;
6. To waive any defect, formality or irregularity in any Proposal received;
7. To reject any or all Proposals;
8. To award all, none, or any part of the Services that is in the best interest of the City, with one or more of the Service Providers responding, which may be done with or without re-solicitation.
9. To discuss and negotiate with selected SERVICE PROVIDER(S) any terms and conditions in the Proposals including but not limited to financial terms; and
10. To enter into any agreement deemed by the City to be in the best interest of the City, with one or more of the SERVICE PROVIDERS responding.

CONTENT AND FORMAT OF PROPOSAL

Your written proposal will be evaluated by its content. However, please make an effort to present your proposal in clear clearly and simple fashion. The proposal should be concise, well-edited and boilerplate-free. A non-responsive or incomplete proposal will be removed from consideration. Promotional material and generic type proposals are not desired. Emphasis should be placed on the provider's specific capabilities to meet the requirements of the RFP. Responses should also be specific in describing any services not included in the quote. Responses that deviate from the stated requirements in any respect should be explained in detail.

A. GENERAL INFORMATION

The Proposal should contain the following items and information:

1. Cover Letter – Signed by the officers of the company. The letter should indicate that the Service Provider agrees to and is bound by the Proposal as submitted unless modifications are mutually agreed to by the City and the SERVICE PROVIDER.
2. Executive Summary that contains a brief summary of the Proposal.
3. Table of Contents listing all the major components of the Proposal.

B. SUBCONTRACTORS

1. If SERVICE PROVIDER proposes to utilize subcontractors in its performance of the contract, the SERVICE PROVIDER must explain in detail the portion of the work to be performed by the subcontractor. The subcontractor must be identified in writing in the Proposal, together with all information including the qualifications, organizational structure and other background material necessary for the Department of Public Safety to determine whether the subcontractor is qualified to assist the SERVICE PROVIDER with licensed veterinarian consulting services.

A. **Executive Summary:** Prefacing the proposal shall be an Executive Summary (no longer than 1 page), providing in concise terms a summation of the proposal and bearing the signature of an individual authorized to bind the firm.

B. **Business Organization:** The proposal shall include relevant historical data and identification of the office that will perform the work contemplated herein. The owners and principal management personnel of the firm shall be identified fully. Provide a detailed history of your firm, who holds the Commonwealth and/or DEA license and for how long it has been in effect.

C. **Services:** Provide a detailed description and explanation to what extent you can meet or exceed each of the listed requirements contained in the “Requirements,” “Evaluation Criteria” and “Scope of Work” sections of this RFP.

D. **Qualification and performance data supporting the proposal:** Provide an explanation of what distinguishes the services of your firm from those of the other firms. Please describe your service philosophy, internal quality control policies and procedures.

E. **Remuneration:** Please provide a flat monthly service fee for the ordering of drugs and supplies, and consultation with and training of City Animal Care & Control Officers, assuming ten hours per month; and an *average* monthly cost of all necessary drugs, supplies and disposal of same based on quantities outlined in the *Scope of Work*.

F. **Service Provider's Insurance:** The Service Provider must provide and maintain in force at all times during the term of the services contemplated herein insurance for Professional Liability insurance (\$1,000,000) and Workers'/Unemployment Compensation insurance (statutory minimums). Such policies shall be issued by companies authorized to do business in the Commonwealth of Pennsylvania. **Evidence of such coverage is to be submitted as part of the proposal and included in the Appendix thereof.**

G. **Appendix:** MBE/WBE
Annual Financial Statement
Insurance Certificate(s)

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION

Non-Discrimination: Service Provider 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. Service Provider shall comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V-Discrimination, and any amendments thereto. Service Provider shall also 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. Service Provider shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.

MBE/WBE Solicitation and Commitment: It is the City's current goal to encourage increased minority and women's participation in all City contracts. The City, therefore, requires that all bidders demonstrate a good faith effort to obtain the participation of Minority and Women's business Enterprises in work to be performed under City contracts. In order to demonstrate this good faith commitment, all bidders are required to complete and submit with their bids a MBE/WBE Solicitation and Commitment Statement, which details the efforts made by the bidder to obtain such participation. The necessary form is attached as **Exhibit B**. Failure to submit a MBE/WBE Solicitation and Commitment Statement will result in rejection of the bid.

Veteran-Owned Small Business: The City has 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 contracts. The City, therefore, requires that all Service Providers demonstrate good faith efforts to obtain the participation of veteran-owned small businesses in work to be performed under the contemplated City contract. In order to demonstrate this good faith commitment, all Service Providers are required to complete and submit with their proposals a MBE/WBE/Veteran-owned Solicitation and Commitment Form, which details the efforts made by the Service Provider to obtain such participation.

- A. Veteran-owned small business is defined by the City as a business having one hundred (100) or fewer full-time employees and not less than fifty-one (51) percent of which is owned by one (1) or more veterans, or in the case of any publicly owned business, not less than fifty-on (51) percent of the stock of which is owned by one (1) or more veterans and the management and daily business operations of which are controlled by one (1) or more veterans.
- B. For contracts under one hundred thousand dollars (\$100,000.00), veteran-owned small business shall be exempt from all bonding requirements.

TIMELINE AND PROCEDURES

All interested parties may receive a copy of the RFP by contacting Claire Mastroberardino (Administrative Aide to the Director of Public Safety) via facsimile or email as follows. All proposals must be received by 4:00 p.m. on Monday, December 15, 2014.

Inquiries and submissions to: Claire Mastroberardino
City of Pittsburgh
Department of Public Safety
414 Grant Street, Room 400
Pittsburgh, PA 15219
Fax: 412-255-2307
claire.mastroberardino@pittsburghpa.gov

Additional Information/Inquiries: No oral interpretation or clarifications will be given as to the meaning of any part of the Request for Proposal documents. Prospective Service Providers desiring further information or interpretations must make requests in writing by E-MAIL in order for a response to be issued to all prospective Service Providers well in advance of the date for submittal of proposals. Answers to all inquiries or requests involving substantive matters received by NOON, December 12, 2014 will be posted on the City's website. No inquiries received after that time will be addressed.

Submittal of Proposals: Four (4) hardcopies and one (1) electronic copy of the proposal shall be delivered or mailed, with any required data, in an opaque, sealed envelope, which shall be properly identified with the name and address of the Service Provider to the above contact in person by 4:00 p.m. on Monday, December 15, 2014. Any proposal received after that date and time will not be considered.

Interviews & Presentations: The City, if deemed necessary to fully understand and compare the Service Provider's capabilities may request presentations by Service Providers with subsequent interviews. Oral presentations should be limited to 30 minutes.

It is the City's goal to adhere to schedule as set forth below, but reserves the right to change the schedule as needed by the City to fully understand and compare proposals.

Important Dates

Inquiries re: clarification due

NOON, December 12, 2014

Proposals due

4:00 p.m., December 15, 2014

Final Selection

December 19, 2014

Service agreement negotiated and effective

January 1, 2015

REPORTS AND DOCUMENTATION

All reports and documentation provided by the SERVICE PROVIDER shall be property of the City of Pittsburgh.

All data records and work product shall be regarded by the SERVICE PROVIDER as confidential.

All data records and work products shall be retained by the SERVICE PROVIDER for ten years and shall be the property of the City of Pittsburgh.

GENERAL ADMINISTRATIVE REQUIREMENTS AND CONDITIONS

1. CONFIDENTIALTY

SERVICE PROVIDER agrees that any information derived from or on behalf of the City, whether proprietary or not, made known to or discovered by SERVICE PROVIDER in connection with this RFP or during the performance of any contract resulting thereof will, be kept confidential and not be disclosed to any person, unless released by the City.

2. CONFLICT OF INTEREST

SERVICE PROVIDER, by submission of a Proposal to this RFP, 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. Without limitation, SERVICE PROVIDER represents to and agrees with the City that the SERVICE PROVIDER has no conflict of interest between providing the City with services hereunder and any interest the Service Provider may have with respect to any other person or entity (including, but not limited to, any federal or state regulatory agency) which has any interest adverse or potentially adverse to the City.

SERVICE PROVIDER agrees that, if awarded the contract, it shall not, without the prior written consent of the City, perform any services for any person other than the City relating to licensed veterinarian consulting services referred to in this RFP.

3. MONITORING AND REVIEW

SERVICE PROVIDER'S work shall be subject to monitoring and review by the City. Where the SERVICE PROVIDER'S work is unsatisfactory, it shall be corrected by the SERVICE PROVIDER at the direction of the City and at no additional cost to the City.

4. CANCELLATION

The City will maintain a strict right to cancel any contracts awarded under this RFP, in whole or in part, if the SERVICE PROVIDER willfully fails to perform any of the provisions in the contract or fails to make reports within the time stated, unless the time is extended in writing by the Director of the Department of Public Safety.

5. ASSIGNMENT AND SUBCONTRACTING

Any contract awarded under this RFP shall strictly be enforced to adhere to the City's guidelines pertaining to MBE/WBE participation. All assignees and subcontractors shall be held to the same confidentiality as the awarded SERVICE PROVIDER and shall be considered by the City to be part of the SERVICE PROVIDER'S organization.

6. TERMS OF PROFESSIONAL AGREEMENT

SERVICE PROVIDER will comply with the standard terms of the City's Professional Service Agreement, a sample of which is attached hereto as part of Appendix A.

EVALUATION/SELECTION CRITERIA

- The firm's ability to meet or exceed the stated requirements and provide the full range of services requested in this RFP.
- Experience level and technical capability in line of business as defined in this RFP.
- Quality of responsiveness to the terms and conditions outlined in the RFP.
- Evidence of sound organization and management practices.
- Ability to provide local support and service.
- Maximum total compensation of contract period and the extent to which your firm will place its fees/compensation in a pay-for-performance-based contract. Remuneration, although important will not be the prime selection criteria. Services

should be quoted on a monthly fee schedule and average monthly costs for ancillary drugs and supplies.

- Minority participation.

EVALUATION OF PROPOSALS: A review committee consisting of members of the Department of Public Safety as well as Professional Services Review Committee, as defined by the City shall be involved in this process. Proposals will be judged upon the Service Provider's ability to provide services that meet the requirements set forth in this RFP and to what extent they meet or exceed the minimum requirements. The City reserves the right to make such investigations as it deems necessary to determine the ability of the Service Provider to provide services meeting a satisfactory level of performance in accordance with the City's requirements. Service Providers shall furnish such information and data for this purpose as the City may request.

MINIMUM REQUIREMENTS:

The City requires a full service Consultant licensed to practice Veterinary Medicine in the Commonwealth of Pennsylvania with a DEA licensed controlled substance registration certificate.

Experience & Technical Expertise:

1. Consultant must be licensed to practice Veterinary Medicine within the Commonwealth of Pennsylvania.
2. Must have a DEA licensed controlled substance registration certificate.
3. Minimum of ten years' experience in Veterinary Medicine within the Commonwealth of Pennsylvania
4. History of humane euthanasia practices.
5. Experience working with animal control officers and knowledge of policies for safe removal of animals.

Resources & Capabilities

1. Ability to train animal control officers in the practices of safe, effective and humane sedation and euthanasia of wild animals.

Sound Organization and Management Plan

1. Ability to provide a clear and comprehensive record of controlled substance purchases.

CONTRACT AWARD

The City of Pittsburgh reserves the right to award the contract to a SERVICE PROVIDER other than the SERVICE PROVIDER presenting the lowest price. The contract resulting from the RFP

will be awarded to the qualified responsible and responsive SERVICE PROVIDER whose Proposal the City believes will be the most advantageous to it. Award and development of FINAL CONTRACT will be conditioned on compliance with the standard terms and conditions of the City of Pittsburgh's standard Professional Service Agreement. (See Appendix A.) The City reserves the sole right to revised said agreement as may be applicable.

EXHIBIT B

MBE/WBE SOLICITATION AND COMMITMENT STATEMENT

SAMPLE LETTER OF COMMITMENT

DFG COMPANY

January 13, 2004

ABC Minority Business Enterprise
1111 Participation Street
Pittsburgh, Pa. 152xx

Re: DEF Professional Service Project No. _____

Attention: Mr. Ms. _____

I'm writing in reference to the above mentioned project. If awarded this project it is our intent to enter into an agreement for approximately \$_____ with ABC Minority Business Enterprise. If our intentions warrant your interest please let me know by signing this letter of intent and returning to me by mail or fax at your earliest convenience.

Sincerely,

Signed ABC Minority Business Enterprise

Title

Date

APPENDIX A

SAMPLE PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

MADE _____, 2008,

BETWEEN

CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "CITY",

AND

_____, a _____ corporation, located at _____, hereinafter called "SERVICE PROVIDER".

WITNESSETH:

WHEREAS, CITY requires assistance for Towing and Storage Services for Impounded Vehicles; and

WHEREAS, SERVICE PROVIDER is possessed of professional expertise to provide these services; and

WHEREAS, CITY desires to engage SERVICE PROVIDER upon the terms and conditions hereinafter set forth, and SERVICE PROVIDER is willing to accept such engagement upon such terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK:** CITY hereby engages SERVICE PROVIDER as an independent contractor to provide Towing and Storage Services for Impounded Vehicles for the City of Department of Public Safety, Bureau of Police. See Exhibit B attached hereto and made a part hereof.

2. **COMPENSATION:** SERVICE PROVIDER will invoice owners of towed vehicles directly for services rendered, subject to monitoring and auditing.

3. **METHOD OF PAYMENT:** Payment of said fees shall be made by the owners of towed vehicle directly to SERVICE PROVIDER, subject to monitoring and

auditing. Where City or its Authorities have used this contract to tow its own vehicles, payment will be made to SERVICE PROVIDER by the Department incurring those costs.

4. **PAYMENT OF TAXES AND SET-OFF:** SERVICE PROVIDER warrants that any and all taxes or municipal claims that may be payable to the City of Pittsburgh by SERVICE PROVIDER are current and not delinquent. If CITY determines that there is an outstanding delinquency or if any taxes or municipal claims become delinquent and owing during the term of this contract or prior to final payment by CITY, SERVICE PROVIDER hereby grants CITY the right to set-off that indebtedness against any amounts owing to SERVICE PROVIDER under the terms of this contract. CITY reserves the right to apply set-off payments in whatever manner it deems appropriate.

5. **TERM OF AGREEMENT:** The Agreement will begin at 12: 01 A.M., the day after the SERVICE PROVIDER has been notified that the Agreement has been fully executed, and it will expire at 11:59 PM on December 31, 2011, 2012, or 2013.

6. **INTERRUPTION: POSTPONEMENT: ABANDONMENT:** In the event that the work herein contemplated, or any part thereof, shall be interrupted, postponed, or abandoned due to circumstances which CITY considers to be in its best interests, SERVICE PROVIDER shall not be entitled to any further payment for such work or portion thereof beyond and in excess of the amount due at that time, in accordance with Paragraph 3 hereof; and final payment shall be based on the proportionate amount of the fee earned to such date.

7. **EXTRA SERVICES:** If extra services are required for satisfactory completion of the work or any phase thereof, and extra costs are thereby necessarily incurred by SERVICE PROVIDER, SERVICE PROVIDER may be reimbursed only upon approval of the Director, Department of Public Safety pursuant to proper legislative action by CITY. However, CITY shall not reimburse SERVICE PROVIDER for any extra services occasioned by interruption, postponement, or abandonment of the work because of circumstances which CITY deems to be to its best interests. In such cases, CITY shall pay only the cost of services rendered up to the time of such interruption, postponement, or abandonment, pursuant to paragraph 6 hereof.

8. **MONITORING AND EVALUATION:** All services provided under this Agreement shall be subject to monitoring and evaluation by CITY or its authorized representatives. SERVICE PROVIDER shall supply CITY with written reports on program activity, in a form approved by CITY, as CITY may, from time to time, require. SERVICE PROVIDER shall provide CITY with such additional information and data as may be periodically required by federal or state authorities, or by CITY itself. Authorized representatives of CITY shall have access to the books and records maintained by SERVICE PROVIDER with respect to any services or materials provided to CITY pursuant to this Agreement at all reasonable times and for all reasonable purposes, including, but not limited to, inspecting and copying any books, records, memoranda, checks, correspondence or other relevant documents. All such books and

records shall be preserved by SERVICE PROVIDER for a period of two (2) years after the termination of this Agreement.

9. **RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE:**

- a. Definition. The term "data", as used in this Agreement, includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representations.
- b. Rights in data. All data developed pursuant to this Agreement shall belong solely and exclusively to CITY, and CITY shall have the full right to use such data for any official purpose and in whatever manner is deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to or approval by SERVICE PROVIDER. CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.
- c. Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright by SERVICE PROVIDER in the United States of America or in any other country. SERVICE PROVIDER hereby relinquishes, or shall cause to be relinquished, any and all copyrights and/or privileges to data developed or prepared under this Agreement without any additional payment to SERVICE PROVIDER therefore. SERVICE PROVIDER agrees at the request of the CITY to include a copyright notice indicating the date of publication and identifying CITY as the copyright owner on any materials produced under this Agreement. SERVICE PROVIDER shall not include in the data any copyrighted matter unless SERVICE PROVIDER obtains the prior written approval of the City Solicitor and provides the said Director with written permission of the copyright owner for SERVICE PROVIDER to use such copyrighted matter in the manner provided herein.

10. **CONFIDENTIALITY:** SERVICE PROVIDER agrees not to divulge or release any information or data developed or obtained in conjunction with any aspect of its performance under this Agreement, except to authorized CITY personnel or upon prior written approval of the City Solicitor.

11. **WORKER'S COMPENSATION:** SERVICE PROVIDER hereby 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 Agreement 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 that it has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

12. **COMPLIANCE WITH LAWS:** SERVICE PROVIDER shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are or should be applicable to any work performed under this Agreement.

13. **ANTI-DISCRIMINATION:** SERVICE PROVIDER 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. SERVICE PROVIDER shall comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V-Discrimination, and any amendments thereto. SERVICE PROVIDER shall also 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. SERVICE PROVIDER shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.

14. **ASSIGNMENT: SUBCONTRACTING:** SERVICE PROVIDER shall not assign this Agreement or any right to monies to be paid hereunder without the written consent of CITY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of CITY.

15. **INTERPRETATION:** In the event of any dispute as to the interpretation of the terms of this Agreement, the decision of the Director of the Department of Public Safety shall be final. Nothing in this section will preclude a party's recourse to a court of competent jurisdiction (a) to seek *de novo* review; (b) to seek temporary equitable relief necessary to protect its interests; or (c) to recover specific property, including an action in replevin.

16. **INSURANCE:** SERVICE PROVIDER shall obtain, as a condition precedent to the exercise of any part of this Agreement, the following insurance coverage. The SERVICE PROVIDER shall keep the CITY as an additional insured as to general liability insurance on such policy throughout the term of this Agreement. Attached hereto as Exhibit _____ and incorporated herein is a certificate of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverage and specifically identifying the City as an additional insured as to general liability, which insurance shall be noncancellable, except upon thirty (30) days prior written notice to the City:

	Individual	Aggregate
General Liability		
Bodily injury, including death	\$500,000.00 \$1,000,000.00	
Property damage	\$ 50,000.00	\$
100,000.00		

Automobile Liability	\$500,000.00 \$1,000,000.00
Worker's Compensation	Statutory
Garage Keepers Insurance	\$25,000

All premiums shall be at the expense of the SERVICE PROVIDER.

All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event that the term of said insurance shall expire prior to the expiration of the term of this Agreement, the SERVICE PROVIDER shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal, and also identifying the City as an additional insured as to general liability, to be forwarded to the Director, Department of Public Safety. Each and every such policy as aforesaid shall expressly provide therein that coverage includes the contractual liability assumed by the SERVICE PROVIDER pursuant to this Agreement. Furthermore each policy and every such policy shall be endorsed to show the City as an additional named insured.

17. **DEBARMENT:** SERVICE PROVIDER warrants that it is not prohibited from entering into this Agreement with the CITY 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 **Exhibit A** and is incorporated into and made a part of this Agreement.

18. **STATEMENT OF AFFILIATIONS:** SERVICE PROVIDER herewith files a Statement of Affiliations with the CITY, attached hereto as an Exhibit, in compliance with Section 197.08(c) of the Pittsburgh Code.

19. **TIME OF PERFORMANCE:** SERVICE PROVIDER shall commence performance no later than _____.

20. **GOVERNING LAW:** This Agreement shall, in all respects, be governed by the laws of the Commonwealth of Pennsylvania.

21. **INDEMNIFICATION:** SERVICE PROVIDER hereby agrees to indemnify, save and hold harmless, and defend CITY, 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 SERVICE PROVIDER of any services under this Agreement; any act, error or omission of SERVICE PROVIDER or of an agent, employee or licensee of SERVICE PROVIDER or subcontractor of SERVICE PROVIDER and any breach by SERVICE PROVIDER of any of the terms conditions or provisions of this Agreement.

22. **AMENDMENT:** This Agreement contains all terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged or extended except by written amendment, duly executed by the parties. Except that modifications to budget line items that do not result in a change in the total amount of the contract price shall be permitted in the form of a letter of modification signed by both the Director, Department of Public Safety and the SERVICE PROVIDER and incorporated into the contract file.

23. **TERMINATION:** CITY may terminate this Agreement at any time, without cause or liability, by giving SERVICE PROVIDER thirty (30) days advance written notice of its intention to terminate.

24. **HOME RULE CHARTER: LIABILITY OF CITY:** This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of CITY thereunder is limited to the sum of Ten Thousand Dollars appropriated for the same, chargeable to and payable from: Account Fund Organization Sub-Class Budget Year

25. **AUTHORIZING RESOLUTION:** This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. _____

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

ATTEST:

CITY OF PITTSBURGH

By: _____
Mayor

WITNESS:

By: _____
Director, Department of Finance

WITNESS:

By: _____
Director, Department of Public Safety

ATTEST:

SERVICE PROVIDER

Name:
Title:

By: _____
Name:
Title:
Tax I.D. No: _____

EXAMINED BY: _____
Assistant City Solicitor

APPROVED AS TO FORM: _____
City Solicitor

COUNTERSIGNED: _____
City Controller

**EQUAL OPPORTUNITY REVIEW COMMISSION
CITY OF PITTSBURGH**

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPTION PLAN

SUBMITTED BY: _____

DATE: _____

APPROVED BY THE COMMISSION ON: _____

RE-SUBMITTED TO THE COMMISSION ON: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

PROJECT LOCATION: _____

CONTRACT AWARDED TO: _____

COMPANY OWNER: _____

BUSINESS DEVELOPER: _____

BUSINESS DEVELOPER ADDRESS: _____

PROJECT MANAGER: _____

TELEPHONE NUMBER: _____

**CONTACT FOR MBE/WBE
REPORTING:** _____

TELEPHONE NUMBER: _____ **Fax Number** _____

PUBLIC AGENCY: _____

CONTACT PERSON _____

TELEPHONE NUMBER: _____

PROJECT DESCRIPTION

PROJECT SIZE: _____

ESTIMATE COST: _____

PUBLIC DOLLARS USED: _____

ESTMIATE MBE/WBE PARTICIPATION:

(PLEASE CHECK ONE)

UNION _____

NON-UNION _____

PROJECT BUDGET AND MBE/WBE PLAN SUMMARY

	Estimated Cost	MBE/WBE Plan Commitment
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1. Professional Service

2. Total Project Cost

**3. Total MBE/WBE Plan
Commitment**

**4. MBE/WBE Plan Commitment
As a percent of Total Project Cost**

**5. City goals as related to contracting
Disparity.
18% MBE, 7% WBE**

PROFESSIONAL SERVICE BUDGET AND MBE/WBE PLAN

Itemize your project’s professional service contract budget below. Under each line in the budget list the MBE/WBE’s that you propose to use to provide professional services

MBE/WBE Contractor/Professional Services

MBE/WBE Name	Copy of Certification Attached		Amount	
	Yes	No	MBE	WBE
1.			\$	\$
2.			\$	\$
3.			\$	\$
4.			\$	\$
5.			\$	\$
Total Budget			\$	\$

MBE/WBE PARTICIPATION SUMMARY

MBE/WBE Participation Contract	Amount	Contractor	MBE	WBE	%
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Totals

PROPOSED MBE WBE CONTRACTORS

Please provide the following information on the minority or woman-owned business included in your MBE/WBE plan.

Name	_____	_____
Company Address	_____	_____
City, State Zip	_____	_____
Telephone	_____	_____
MBE or WBE	_____	_____
Certified by:	_____	_____

Name	_____	_____
Company Address	_____	_____
City, State Zip	_____	_____
Telephone	_____	_____
MBE or WBE	_____	_____
Certified by:	_____	_____

Name	_____	_____
Company Address	_____	_____
City, State Zip	_____	_____
Telephone	_____	_____
MBE or WBE	_____	_____
Certified by:	_____	_____