



*CITY OF*  
**PITTSBURGH**

Department of Public Safety  
Bureau of Police  
Towing and Storage Services for  
Impounded Vehicles  
Request For Proposals (RFP)



**TOWING AND STORAGE SERVICES FOR IMPOUNDED VEHICLES FOR THE CITY OF PITTSBURGH**

The City of Pittsburgh Department of Public Safety, Bureau of Police, is seeking proposals from qualified vendors interested in providing towing and storage services to the City. Qualified vendors must be licensed in the Commonwealth of Pennsylvania.

If you have an interest in acting as the City of Pittsburgh's Towing and Storage vendor please reply by 4:00pm, Friday, March 20, 2015. 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](mailto:claire.mastroberardino@pittsburghpa.gov)

*All Proposals must be sealed and clearly marked:*

**“TOWING AND STORAGE SERVICES FOR IMPOUNDED VEHICLES”**

In order to be considered under this RFP, *your completed proposals must be received no later than 4:00pm, Friday, March 20, 2015.* Thank you for your participation.

Sincerely,

Stephen A. Bucar, Director  
Department of Public Safety

## TABLE OF CONTENTS

REQUEST FOR PROPOSAL .....	4
BACKGROUND AND INTRODUCTION .....	5
PROPOSAL CONTENT AND FORMAT .....	6
A. GENERAL INFORMATION	6
B. QUALIFICATIONS OF SERVICE PROVIDERS	6
C. SUBCONTRACTORS	7
D. MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION	7
SCOPE OF WORK.....	8
A. TOWING	8
B. STORAGE LOCATION ADMINISTRATION	11
C. COLLECTION OF FEES / RELEASE OF VEHICLE	13
D. UNCLAIMED VEHICLES	13
E. STOLEN VEHICLES	14
F. RECORD KEEPING AND AUDITING	14
G. OTHER	15
REPORTS AND DOCUMENTATION .....	16
PROJECT TIME LINE.....	16
GENERAL ADMINISTRATIVE REQUIREMENTS AND CONDITIONS.....	17
EVALUATION OF PROPOSALS.....	18
CONTRACT AWARD.....	18
APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT .....	19
MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPTION PLAN.....	25



**TOWING AND STORAGE SERVICES FOR IMPOUNDED VEHICLES FOR THE CITY  
OF PITTSBURGH**

**REQUEST FOR PROPOSAL**

The Department of Public Safety, Bureau of Police, is requesting PROPOSALS from qualified firms to provide Towing and Storage Services for Impounded Vehicles for the City of Pittsburgh. The successful SERVICE PROVIDER will work closely with the Department of Public Safety, Bureau of Police to meet the City's needs twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

This Request for Proposals (RFP) does not commit the City of Pittsburgh to award a contract or contracts and is a proprietary document issued solely for the benefit of the City of Pittsburgh. Any response, including written documents and verbal communications, by any Service Provider to this RFP, shall become the property of the City of Pittsburgh and may be subject to disclosure pursuant to state law.

Service Providers responding to the RFP must submit four (4) hard copies of their Proposal signed by a representative authorized to bind the services of the company in a sealed envelope and one (1) electronic copy via CD, jump drive or email **by 4 pm on Friday, March 20, 2015** to:

**Claire Mastroberardino**  
**Department of Public Safety**  
**400 City County Building**  
**414 Grant Street**  
**Pittsburgh, PA 15219**  
[claire.mastroberardino@pittsburghpa.gov](mailto:claire.mastroberardino@pittsburghpa.gov)

Incomplete proposals or proposals submitted after the above specified date and time will be rejected. Oral, facsimile, telegraphic, electronic or mailgram proposals will not be accepted as fulfilling the requirements. No Proposal shall be accepted from, or contract awarded to, any firm in which any City of Pittsburgh employee, director or official has a direct or indirect financial interest in violation of applicable City and State ethics rules. Entities that are legally related to each other or to a common entity which seek to submit separate and competing Proposals must disclose the nature of their relatedness.

The City of Pittsburgh shall not be not liable for any cost associated with the development, transmittal, or presentation of any Proposals submitted in response to this RFP. It shall be the Service Provider's responsibility to review and verify the completeness of its Proposal.

Any questions concerning this RFP must be submitted in writing **by NOON on Monday, March 16, 2015** to Claire Mastroberardino. All questions will be responded to the party requesting information via email, and a copy of the questions and responses will be posted with the RFP on the City's website at <http://pittsburghpa.gov/omb/contract-bids>. The question and response information will be updated on Wednesdays by 4pm from February 25, 2015 through March 18, 2015. Questions received after the March 16, 2015 deadline date will not receive a response.

The City assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this procurement process.

In addition, the City will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the City other than those provided by the City through the issuance of addenda. In no event may a SERVICE PROVIDER rely on any oral statement by the City or its agents, advisors or consultants. Should a SERVICE PROVIDER find discrepancies or omissions in this RFP or any other documents provided by the City, the Service Provider should immediately notify the City of such potential discrepancy in writing, and a written addendum will be made available to each Service Provider, via email, if the City determines clarification to be necessary. Each Service Provider requesting an interpretation will be responsible for delivering such requests to the City's designated representative as indicated.

## **BACKGROUND AND INTRODUCTION**

It is the intent of this RFP to establish a Professional Services Agreement with one SERVICE PROVIDER for towing and storage services for impounded vehicles for the City of Pittsburgh, Department of Public Safety, hereafter referred to as, "City". 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 the date five (5) years after commencing the contract. It is the intent of the City to develop a five (5) year agreement but City reserves the right to negotiate a different length of the agreement at its sole option.

SERVICE PROVIDER must provide services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. Vehicles to be towed and stored will include but not be limited to: cars, vans, 4 x 4 trucks, light duty trucks, heavy-duty trucks, street sweepers, fire trucks, ambulances, off-road equipment, fully loaded tractor trailers, and other heavy equipment. Recovery tows of all types of vehicles and equipment stated above will also be part of this agreement.

SERVICE PROVIDER shall maintain complete up-to-date records related to each tow, and cooperate with an independent audit of this program to be performed annually at the SERVICE PROVIDER'S expense.

### **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.

## **PROPOSAL CONTENT AND FORMAT**

### **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. QUALIFICATIONS OF SERVICE PROVIDERS**

1. Each SERVICE PROVIDER must submit a Statement of Qualifications.
2. The Proposal shall provide general background information about the SERVICE PROVIDER, including a brief history, incorporation information or legal status, nature of the SERVICE PROVIDER'S business, general description of past experience and qualifications.
3. The Proposal shall describe prior experiences similar to the services required under this RFP.

4. SERVICE PROVIDER shall indicate all or part of the identified work tasks that qualify it to do the work requested in the RFP. Current clients should be identified by name, address, telephone number, contract reference and contact person. By submitting this information, SERVICE PROVIDER understands and hereby agrees that such persons or entities may be contacted by the Department of Public Safety for references. In addition, by submitting the Proposal, SERVICE PROVIDER, agrees that the Department of Public Safety may, as part of the background investigation of SERVICE PROVIDER, contact any other client or jurisdiction for whom SERVICE PROVIDER has done a similar service. SERVICE PROVIDER likewise understands that such references may be used by the Department of Public Safety in evaluating Proposals submitted.
5. SERVICE PROVIDER should describe any experience or background in developing Towing and Storage Services for Impounded Vehicles for any other municipality or private entity.
6. The SERVICE PROVIDER shall describe its Affirmative Action policies.
7. The SERVICE PROVIDER shall furnish any other information which may support and document its experience and qualifications to perform this project, including published articles and anecdotal documentation from companies who have utilized the services described in the proposal submitted.

#### **C. 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 Towing and Storage Services for Impounded Vehicles.

#### **D. MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION**

1. The City of Pittsburgh is committed to increasing contracting, sub-contracting and employment opportunities for Minorities and Women owned Business Enterprises. SERVICE PROVIDERS shall indicate whether or not they or any subcontractors are certified Minority or Women Business Enterprises in the Commonwealth of Pennsylvania or elsewhere, and shall provide the certifying agency name and certification number.
2. The CITY shall review Proposals for M/WBE participation or the request for MBE/WBE participation waivers. Failure to fill out the MBE/WBE forms as outlined in the RFP may be sufficient cause for the rejection of the Proposal. SEE PARTICIPATION FORM ATTACHED

## **SCOPE OF WORK**

It is the intent of this Request for Proposal to establish a contract with one SERVICE PROVIDER for Towing and Storage Services for Impounded Vehicles for the City of Pittsburgh. SERVICE PROVIDER must obtain proper authorization to tow, must have—at minimum—sufficient towing vehicles and storage facilities as outlined herein, and administer the storage lot for impounded vehicles to City requirements.

SERVICE PROVIDER will invoice the owners of towed vehicles, detailing all towing and storage charges within the parameters of the City of Pittsburgh Code and any other applicable laws. SERVICE PROVIDER must cooperate with an independent audit of this program to be performed annually at the Service Provider's expense.

### **A. TOWING**

#### **Equipment**

1. SERVICE PROVIDER must have available, at all times, a minimum of two (2) heavy wreckers. The SERVICE PROVIDER must be able to provide a flatbed, if needed.
2. Heavy duty wreckers must be capable of towing vehicles in excess of 17,000 pounds gross vehicle weight (gvw), wreckers must have a gvw of 50,000+ pounds, be equipped with a 40 ton boom, and have 35,000 pound under-lift capability.
3. SERVICE PROVIDER must have a lowboy tilt trailer.

#### **Authorization**

1. All tows must be authorized by designated City personnel as determined by the Director of the Department of Public Safety.
2. Scofflaw violations, all accidents, traffic hazards, and stolen vehicle tows will be authorized for towing to the SERVICE PROVIDER'S storage location by the police radio (index) and police officer requesting the tow.
3. Any tows performed by the SERVICE PROVIDER without proper authorization will be done at the SERVICE PROVIDER'S own risk.
4. The fee schedules may also be used for towing any vehicle registered to the City of Pittsburgh or the Equipment Leasing Authority to any location at the directive of an authorized City employee.
5. City of Pittsburgh will not be responsible for the payment of any fees and/or charges for privately owned vehicles that are towed to SERVICE PROVIDER'S storage location. The vendor shall collect payment for these services from the owner prior to releasing the vehicle.
6. City of Pittsburgh and/or Allegheny County courts will occasionally authorize refunds of towing and/or storage fees. Procedures for reimbursement to SERVICE PROVIDER in such scenarios are further described in the Scope of Work, subpart C ("COLLECTION OF FEES / RELEASE OF VEHICLE") on page 13 below.

### **Dolly and Flatbed Tows**

Dolly and flatbed tows shall be defined as those tows in which both the front and rear wheels of the vehicle must be off the ground; tows that cannot be towed conventionally. When the SERVICE PROVIDER chooses to perform a tow with a flatbed or heavy-wrecker tow truck where only a conventional tow was needed, the SERVICE PROVIDER shall assess the conventional tow rate only.

### **Recovery Tows**

1. All recovery tows shall be defined as those tows occurring in hazardous areas such as rivers or over embankments, and in any unusual situation where a conventional tow cannot be used or where the public welfare is in danger.
2. Prior approval for recovery tows must be granted by the City before work begins.
3. The SERVICE PROVIDER shall assess the hourly rate for recovery tows. SERVICE PROVIDER shall also assess the rate for the extra person rate if needed. City acknowledges an extra person may be required under special circumstances but the city or its representative must approve the use of an extra person in appropriate situations.
4. The SERVICE PROVIDER may invoice from the time the work begins on site, to the time the vehicle is towed and dropped off at the SERVICE PROVIDER'S storage location. Recovery tows shall be paid at a per-hour rate plus the extra person rate (if needed), times the number of recovery vehicles required.

### **Standby Charges**

1. Standby charges shall not be assessed when the City requests a definite number of towing vehicles to be available for any given situation, (e.g. Special events, rush hour) to qualify for standby assessments, a towing vehicle must have been requested by police officer or public safety official for a specific tow, and then subsequently not performed. If trucks are called by City personnel and not used for special events, the SERVICE PROVIDER may charge up to one (1) hour standby per truck.
2. City will not approve payment for an extra person for standby charges.

### **Excessive Mileage Charge**

Any tows required of the SERVICE PROVIDER to or from a location in excess of five (5) miles outside the City limits may be charged at an hourly rate. Prior approval must be granted by the City.

**Miscall Charges**

A miscall shall be defined as the time when the SERVICE PROVIDER is on-site, the preparation for towing has begun, and the tow sheet is filled out.

Additionally, if the SERVICE PROVIDER is dispatched for a regular tow and upon arrival, determines that a heavy duty wrecker is required instead, the SERVICE PROVIDER may treat the dispatch as a miscall.

**Response Time**

The awarded SERVICE PROVIDER must respond within the time frames specified under “scheduling”. Failure to adhere to the stated response time will be considered as non-performance on the part of the SERVICE PROVIDER. Any changes in response time requirements can only be made in writing by the Director of the Department of Public Safety.

**Scheduling**

The City is not setting mandatory on-street truck and equipment requirements for this contract (e.g., three tow trucks and one flat bed for morning and evening rush hours). SERVICE PROVIDER will be responsible for meeting certain response times. Should SERVICE PROVIDERS demonstrate a chronic pattern of poor response times, and response delays have a negative effect on the delivery of police services and public safety, the SERVICE PROVIDER may be penalized financially when the response times are not achieved. It will be the SERVICE PROVIDER’S responsibility to have a sufficient number of trucks available to perform City tows to insure that it achieves the response time requirements.

<b><u>time of day</u></b>	<b><u>response time</u></b>
Rush hour, Mon - Fri 7:00 a.m. – 9:00 a.m. 4:00 p.m – 6:00 p.m.	immediate to 15 minutes
Other daylight hours Daily	15 – 25 minutes
Holidays ( <i>does not include special events</i> )	15 – 25 minutes
Special events	immediate to 15 minutes

**Special Events**

1. Special events will include but not be limited to sporting events, concerts, conferences, visiting V.I.P.’s, parades, festivals and various race events.
2. The SERVICE PROVIDER will be notified approximately forty-eight (48) hours prior to the event. The number of tow trucks which may be required will be identified at the time. The standby charge may be used by the city for special events.

3. City may require SERVICE PROVIDER be available for immediate response time. This will require that tow trucks be waiting on the site of the event.
4. SERVICE PROVIDER will be responsible for a minimum of 3 – 4 tow vehicles on-site or as required by the Department of Public Safety, or as indicated in the “scheduling” section.

**Penalties**

If the Director of the Department of Public Safety determines that the SERVICE PROVIDER’S towing response times are unacceptable, the Director or designee will meet with the SERVICE PROVIDER to discuss response times. If response times do not improve, the Director will put the SERVICE PROVIDER on notice in writing that the response times are unsatisfactory and the Director intends to invoke the late arrival penalties.

Once the late arrival penalties are invoked, if response times improve, the Director will inform the SERVICE PROVIDER in writing, that the late arrival penalties will be rescinded. Vendor will be required to pay the City a percentage of the cost of the tow for failure to meet the response time requirements for each and every late arrival. For purposes of determining dispatch and arrival times, the official time recorded at the emergency operations center/police dispatch will be the time used. Below is the penalty schedule that the vendor must pay the City. Payment must be included with the monthly report.

<u>Minutes late</u>	<u>percentage of the towing rate</u>
1 – 10 minutes	10%
11 – 20 minutes	20%
21 – 30 minutes	30%
31 – 40 minutes	40%
41 – 50 minutes	50%
Over 50 minutes	entire cost of tow

Dispatch and arrival times will be maintained by index on its daily towing log. When dispatching a tow truck, index will give the vendor the official dispatch time. Police officers will radio index when a tow truck arrives at the towing location. Index will give the officer the official arrival time for the tow slip.

**Cleanup of Debris**

The SERVICE PROVIDER’S personnel responding to the City’s towing request are responsible for cleaning up all accident-related debris at the scene. Scene must be swept clean; SERVICE PROVIDER cannot leave without police approval.

**B. STORAGE LOCATION ADMINISTRATION**

The City shall grant the SERVICE PROVIDER the right to impound vehicles at the City’s direction. SERVICE PROVIDER shall maintain a primary storage location in or near the City of Pittsburgh. Storage location may be factor in determining award. Storage space must be available to accommodate a minimum of 300 vehicles, which includes storage space for tractors and trailers. Storage location must have security lighting, secured fenced-in yard, video camera

system and one (1) vendor employee (or contracted security company employee) on site 24 hours a day, 7 days per week. The storage location must comply with local zoning and health ordinances. At no time shall vendor store towed vehicles on public streets, alleys or other public ways, or upon unprotected private property.

SERVICE PROVIDER must maintain a separate secured area within the storage facility to house all vehicles that have had a “hold” placed on them (e.g. Evidence from a crime scene, seized vehicle or one waiting for a search warrant). SERVICE PROVIDER must maintain a log showing which employee(s) open the gate to this area. No unauthorized people are permitted into this secure area. The City estimates that the number of vehicles on “hold” at any one time is 100 vehicles. Actual number may be more or less than this estimate.

The SERVICE PROVIDER shall have and maintain at SERVICE PROVIDER’S own expense, all licenses, registrations, permits and authorizations necessary for operating a vehicle storage facility as described herein. The SERVICE PROVIDER shall perform all of its obligations hereunder in accordance with any and all federal, state, city and local laws and ordinances.

### **Lot Access**

Authorized City of Pittsburgh Department of Public Safety employees shall have access to any and all vehicles towed to the SERVICE PROVIDER’S storage location at any time.

If SERVICE PROVIDER is notified that a vehicle is to be “held”, SERVICE PROVIDER shall deny access by all individuals except as authorized by the City of Pittsburgh Department of Public Safety, or until SERVICE PROVIDER is notified by the Department of Public Safety that this restriction has been removed. SERVICE PROVIDER shall notify the Police Bureau immediately if unauthorized access by any individual was sought.

Unless SERVICE PROVIDER is notified that the towed vehicle is to be held as evidence in criminal proceedings, the SERVICE PROVIDER shall allow the owner of a vehicle towed under this contract to view and access his/her vehicle while it is stored at the SERVICE PROVIDER’S location for the purposes of retrieving personal property (i.e., personal items that are not attached to the vehicle), including medical supplies and equipment. For purposes of this provision, the person claiming to be the owner must show a valid registration and/or title, and photo driver’s license to be granted access to the vehicle. The SERVICE PROVIDER is prohibited from charging a fee or charge for such access.

### **Hours of Operation**

At a minimum, the SERVICE PROVIDER shall maintain the following hours of operation for the release of vehicles towed under this agreement: Monday through Friday 7:00 a.m. to 11:00 p.m., and Saturday and Sunday 7:00 a.m. to 3:00p.m., excluding all legal holidays. Additional times and dates may be required to handle special events, approximately 20 times per year. City cautions SERVICE PROVIDER the actual number of special events may be more or less than 20. City will attempt to provide SERVICE PROVIDER notification 72 hours in advance of special events. Nothing in this section, however, shall prohibit the City’s Department of Public Safety from requesting or authorizing the release of a vehicle on days and times other than those set forth herein.

### **C. COLLECTION OF FEES / RELEASE OF VEHICLE**

For purposes of assessing the storage fee, a “day” shall mean a calendar day or fraction thereof. However, the SERVICE PROVIDER shall provide a four (4) hour grace period in which it shall not charge a storage fee to a person claiming a vehicle. The 4-hour grace period shall commence at the time the vehicle is first placed in the SERVICE PROVIDER’S storage location and secured. The SERVICE PROVIDER is prohibited from assessing, charging or collecting any fees or charges to the person claiming the vehicle that are not specified in the fee schedule, including but not limited to lot access fees, administrative fees and gasoline surcharges. Vehicles may be redeemed by the owner or person legally entitled to possession. Persons legally entitled to possession will include, but not be limited to, the owner, the owner’s agent (with proper, notarized authorization) or lien holder. Release to any other individual must be approved by the Chief of the Police Bureau.

If SERVICE PROVIDER is notified that a vehicle is to be “held”, SERVICE PROVIDER may not charge owner, or the City, storage fees except as authorized by the City of Pittsburgh Department of Public Safety, or until SERVICE PROVIDER is notified by the Department of Public Safety that this restriction has been removed.

#### **Reimbursement for Impounded Vehicles Released by a Court or the Bureau of Police**

The SERVICE PROVIDER is responsible for releasing impounded vehicles to their respective owners in the event of a release and/or exoneration of a tow ordered by a Court or the Chief of the City of Pittsburgh Bureau of Police. In the event of any such releases, SERVICE PROVIDER shall be obligated to reimburse the vehicle owner as to all towing and storage fees resulting from the tow and in accordance with the directives of the Court and/or the Chief of the Bureau of Police. However, the City shall only reimburse SERVICE PROVIDER for towing fees refunded to owners whose vehicles are released by a Court or the Chief of Police. Under no circumstances shall the City reimburse SERVICE PROVIDER for any storage fees incurred by the vehicle owner following release of an impounded vehicle. Upon request of the City, SERVICE PROVIDER must provide it with any necessary documentation or other information concerning releases of impounded vehicles as described in this paragraph so as to assist the City with said reimbursement procedures.

### **D. UNCLAIMED VEHICLES**

When vehicles have been towed to Service Provider’s lot and remain unclaimed, Service Provider may, after storing vehicles for the period prescribed by Pennsylvania law, complete and provide to the City Law Department (once a month maximum) an Affidavit for Disposal listing all unclaimed vehicles that Service Provider wishes to sell in accordance with Pennsylvania laws. Upon City’s receipt of the Affidavit for Disposal, City will prepare all legal documents and obtain permission from the Court to sell said unclaimed vehicles and transfer title subsequent to the sale. Service Provider shall deduct towing and storage fees from the proceeds obtained through the sale of that vehicle. Any proceeds beyond these costs must be distributed in accordance with the laws of the Commonwealth of Pennsylvania. Service Provider is prohibited from charging or collecting any other fee or charge for the tow from the owner of the vehicle or otherwise initiating any collection proceeding(s) against the owner of the vehicle. This section should not be construed as a complete listing of Service Provider’s obligations under Pennsylvania law nor as a full recitation of the process that will be developed between Service Provider and City in order to effectuate the sale of unclaimed vehicles.

## **E. STOLEN VEHICLES**

Pursuant to City Code, SERVICE PROVIDERS are only permitted to charge the following:

(a) fifty dollars (\$50.00) towing fee for cars that have been reported as stolen and removed from the pound within twenty-four (24) hours, plus additional fees and payments for special work that may be awarded in the towing section of this contract. SERVICE PROVIDER may not assess storage fees for stolen cars removed within the first twenty-four (24) hours.

(b) one hundred dollars (\$100.00) towing fee for stolen cars removed from the pound after the first twenty-four (24) hours, plus additional fees and payments for special work that may be awarded in the towing section of this contract, plus storage fees. Storage fees are charged from time of impoundment.

(c) the measurement for the twenty-four (24) hour period shall start from the time the Emergency Operation Center (EOC) makes the call to the phone number or numbers listed on the stolen car report.

These charges shall only apply to the towing of stolen cars.

## **F. RECORD KEEPING AND AUDITING**

Awarded SERVICE PROVIDER must keep any information as deemed necessary by the Directors of the Department of Public Safety. All forms must be filled out completely, legibly, and submitted in a timely fashion.

The SERVICE PROVIDER shall maintain complete, up-to-date records of all vehicles towed at the request of the City. At a minimum, such records must contain the following information:

- a. Date and location of the tow
- b. Make, model and year of the vehicle towed
- c. Serial number of the vehicle towed
- d. License plate number and issuing state
- e. Total cost of each tow, with a breakdown of all costs
- f. Copy of receipt provided to claimant showing claimant's signature
- g. Date of release
- h. Copy of claimant's proof of ownership and identification
- i. Records of visits to vehicle by owner or authorized individuals

### **Monthly report and payment of penalties**

The SERVICE PROVIDER shall furnish to the City each month, a report containing information regarding vehicles that were towed under this contract and stored during the previous month that have not been claimed at the end of that month. The report must also include a report of late response times and payment to the City for penalties for late response times. The SERVICE PROVIDER shall deliver the monthly report and payment to the City on the first business day of each month.

## **Auditing**

SERVICE PROVIDER will contract with an independent auditor acceptable to the City, to audit all records relating to this towing and storage contract for each year of the contact period. SERVICE PROVIDER will provide the City complete access to this independent auditor and the resulting report, and will provide a copy of the final report to the City. These audits are to be performed at no additional expense to the City and must be presented to the City within 120 days following the end of the calendar year.

## **Invoicing**

In the event that City-owned vehicles must be towed using this contract, invoices should be sent to:

City of Pittsburgh  
Bureau of Police  
1203 Western Avenue  
Pittsburgh, PA 15233

SERVICE PROVIDER must put any information required by the Department of Public Safety on invoices being submitted, including any fuel surcharge information.

## **G. OTHER**

### **Body shop affiliation**

Towing contractors, vendors, or sub-contractors are not to be affiliated with any body shop. The awarded SERVICE PROVIDER may neither perform body repairs nor direct / refer to another body repair shop, any accident-damaged vehicles from City-requested tows.

### **Confidentiality**

SERVICE PROVIDER agrees not to divulge or release any information obtained in conjunction with any aspect of its performance under this contract, except to authorized City personnel or upon prior written approval of the City Solicitor.

### **Interpretation**

In the event of any dispute as to the interpretation of the terms of this agreement, the decision of the City Solicitor shall be final.

### **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.

### **Personnel**

The awarded SERVICE PROVIDER will do criminal background checks upon request from the City of Pittsburgh, on any/all employees or prospective employees at the awarded SERVICE

PROVIDER'S expense. A copy of the requested background check must be supplied to the City of Pittsburgh. Random drug testing, as per the Commonwealth of Pennsylvania Motor Vehicle Code for "Commercial Driver's License" (CDL), must be done through a certified vendor at the Service Provider location, and at no cost to the City. Results of these tests must be provided upon request to the City of Pittsburgh, Bureau of Police.

The SERVICE PROVIDER represents that all of its drivers operating tow equipment possess a valid Pennsylvania driver's license with a "CDL" endorsement as is applicable and required for that vehicle. The SERVICE PROVIDER shall verify, semi-annually, that the licenses of its personnel are valid and current. The SERVICE PROVIDER shall keep such reports and records related to this verification at its place of business, and the City and its designees shall have the right to verify and inspect same.

The SERVICE PROVIDER shall insure that all of its personnel responding to a City tow are in uniform, which must display the name of the driver and the SERVICE PROVIDER'S name. The SERVICE PROVIDER shall insure that its personnel will display patience, tact, and courtesy when dealing with persons claiming ownership of towed vehicles. The SERVICE PROVIDER shall not knowingly or negligently create situations that would cause unfavorable attitudes toward the City of Pittsburgh.

### **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 held by the SERVICE PROVIDER for ten years and shall be the property of the City of Pittsburgh.

### **PROJECT TIME LINE**

The following dates are estimated and the City reserves the right to amend if necessary.

1. Issuance of RFP **Monday, February 23, 2015.**
2. Written Questions received from prospective SERVICE PROVIDERS until but no later than NOON, **Monday, March 16, 2015.**
3. Responses to SERVICE PROVIDERS sent via email and updated on RFP website at <http://pittsburghpa.gov/omb/contract-bids> on Wednesdays of each week until March 18, 2015
3. Proposals **MUST BE** submitted to City no later than 4:00 pm on Friday, March 20, 2015
4. Finalist Selection interviews scheduled between March 23, 2015 and April 2, 2015
5. Contract negotiations and award completed by approximately Monday, April 6, 2015

6. SERVICE PROVIDER start date no later than June 17, 2015.

## **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 Towing and Storage Services for Impounded Vehicles 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 as Appendix A.

### **EVALUATION OF PROPOSALS**

- A. The City of Pittsburgh reserves and may exercise the following rights and options with respect to selection process.
- (1) To reject any and all Proposals and reissue the RFP at any time prior to execution of a final contract, if, in the City's sole discretion, it is in its best interest to do so.
  - (2) To supplement, amend, substitute, or otherwise modify this RFP at any time prior to selection of one or more SERVICE PROVIDERS for negotiation and to cancel this RFP with or without issuing another RFP.
  - (3) 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.
  - (4) To reject any SERVICE PROVIDER who, in the City of Pittsburgh's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially or technically incapable or is otherwise not deemed a responsible SERVICE PROVIDER.
  - (5) To reject as 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.
  - (6) To waive any defect, non-responsiveness and or deviation from this RFP that is not, in the City's sole judgment, material to the Proposal.
  - (7) To permit or reject, at the City's sole discretion, amendments (including inadvertently omitted), modifications, alterations and or corrections to Proposals by some or all of the SERVICE PROVIDERS following submission of the Proposal.
  - (8) To request that some or all of the SERVICE PROVIDERS modify Proposals.

### **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.

**APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**AGREEMENT**

MADE \_\_\_\_\_, 2015,

**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 three (3) 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 an Exhibit 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 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
<b>1. Professional Service</b>		
<b>2. Total Project Cost</b>		
<b>3. Total MBE/WBE Plan Commitment</b>		
<b>4. MBE/WBE Plan Commitment As a percent of Total Project Cost</b>		
<b>5. City goals as related to contracting Disparity. 18% MBE, 7%WBE</b>		

**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**

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



---

**MBE/WBE PARTICIPATION SUMMARY**

MBE/WBE Participation Contract	Amount	Contractor	MBE	WBE	%
--------------------------------	--------	------------	-----	-----	---

Totals

**PROPOSED MBE WBE CONTRACTORS**

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

<b>Name</b>	<b>Company</b>	<hr/>	<hr/>
<b>Address</b>		<hr/>	<hr/>
<b>City, State Zip</b>		<hr/>	<hr/>
<b>Telephone</b>		<hr/>	<hr/>
<b>MBE or WBE</b>		<hr/>	<hr/>
<b>Certified by:</b>		<hr/>	<hr/>

<b>Name</b>		<hr/>	<hr/>
<b>Company Address</b>		<hr/>	<hr/>
<b>City, State Zip</b>		<hr/>	<hr/>
<b>Telephone</b>		<hr/>	<hr/>
<b>MBE or WBE</b>		<hr/>	<hr/>
<b>Certified by:</b>		<hr/>	<hr/>

<b>Name</b>		<hr/>	<hr/>
<b>Company Address</b>		<hr/>	<hr/>
<b>City, State Zip</b>		<hr/>	<hr/>
<b>Telephone</b>		<hr/>	<hr/>
<b>MBE or WBE</b>		<hr/>	<hr/>
<b>Certified by:</b>		<hr/>	<hr/>