



REQUEST FOR PROPOSALS (RFP)

PUBLIC PARKING AUTHORITY OF PITTSBURGH

ENGINEERING SERVICES FOR GARAGE INSPECTIONS

DATE ISSUED: May 9, 2014

DAVID G. ONORATO
EXECUTIVE DIRECTOR

1. INTRODUCTION

The Public Parking Authority of Pittsburgh (the "Authority"), a body corporate and politic under the laws of the Commonwealth of Pennsylvania, was organized in 1947 by the City of Pittsburgh pursuant to the Parking Authority Law of Pennsylvania, Act of June 5, 1947, P.L. 458, as amended and supplemented. The Authority was created for the purpose of establishing and operating on and off-street parking facilities in the City of Pittsburgh, Pennsylvania (the "City"). To this end, the Authority is authorized by law to plan, design, locate, acquire, hold, construct, improve, maintain and operate, own and lease, either in the capacity of lessor or lessee, land and facilities to be devoted to the parking of vehicles of any kind; to borrow money; and to make and issue bonds and to secure the payment of such bonds or any of its revenues and receipts. On February 1, 2000, the Authority entered into a Trust Indenture which required, in part, that the Authority prepare annual maintenance reports of certain parking facilities operated by the Authority (collectively the "Parking System").

As more fully set forth in this Request for Proposals (the "RFP"), the Authority is requesting proposals from qualified respondents to serve as an engineer (the "Engineer") to perform annual inspections and provide annual written maintenance reports of such inspections (the "Engineering Services") for the Parking System. The assets comprising the Parking System are identified on Exhibit "A," attached hereto.

2. ABOUT THIS DOCUMENT

This document is a Request for Proposals. It differs from an invitation for bid in that the Authority is seeking a solution, not a quotation meeting firm specifications for the lowest price. As such, the lowest price proposal does not guarantee an award recommendation. Instead, proposals will be evaluated based upon the criteria set forth herein and factors such as, among others, quality, experience in the field, availability and/or capability.

The request for proposal process allows the Authority to negotiate with respondents prior to awarding a contract. The Authority will thoroughly review all proposals received in a timely fashion and will utilize its best judgment when determining which respondents, if any, to schedule meetings with after receipt of all proposals. Subject to the other terms and conditions of this RFP, only those respondents that are qualified and responsible, as determined by the Authority, in its sole and absolute discretion, will be considered for an award of a contract hereunder.

3. DESCRIPTION AND SPECIFICATIONS OF ENGINEERING SERVICES

A. The Engineer will perform inspections of the Parking System on an annual basis (the "Inspections") on or before August 1, 2014 of each year. The Inspections will include, but will not be limited to, visual surveys of all elevated and sub-level areas and life safety infrastructure within the interior and exterior façade of the facilities in the Parking System, with accompanying digital photographs of representative conditions.

B. Following the Inspections, the Engineer will prepare written reports (the "Inspection Reports"), which must be submitted to the Authority on or before October 1, 2014

detailing the current condition of each facility in the Parking System and offer recommendations for repairs or capital improvements, where appropriate. The Inspection Reports will also include a list of repairs (if necessary) and will list the repairs by order of priority based on the Engineer's professional opinion. In addition, the Inspection Reports will include an estimate of the cost of repairs (if necessary) based on the Engineer's professional opinion. The Inspection Reports will first be presented in DRAFT form to the Authority for review prior to being finalized.

- C. The Engineer will provide periodic progress updates to the Authority.
- D. The Engineer will provide the Authority with written copies of Inspection Reports as well as PDF copies of the Inspection Reports on Media CD or DVD format.
- E. The term of the contract for Engineering Services will be for one (1) year, with two one-year extension options, exercisable by the Authority, in its sole discretion.

4. SCHEDULE AND DEADLINES FOR RFP

EVENT	TIME AND/OR DATE
RFP Issued	May 9, 2014
Non-Mandatory Pre-Proposal Meeting	10:00 a.m. on May 16, 2014
Deadline For Respondents to Submit Questions and Requests for Clarification/Interpretation/Modification ("Request for Clarification Due Date")	5:00 p.m. on May 27, 2014
Deadline for Submission of Proposals ("Proposal Due Date")	5:00 p.m. on June 3, 2014
Anticipated Board Action	June 19, 2014

5. ADMINISTRATIVE REQUIREMENTS AND RELATED INFORMATION

A. To be considered responsive, respondents must submit by 5:00 p.m. Pittsburgh, Pennsylvania time on the Proposal Due Date (a) three (3) electronic copies on compact disc of their proposal and (b) three (3) hard copies of their proposal in a clearly marked envelope, to the following mailing and email addresses:

Pittsburgh Parking Authority
 232 Boulevard of the Allies
 Pittsburgh, PA 15222-1616
 Attention: Christopher Holt, Director of Project Management
 e-mail: cholt@pittsburghparking.com

B. Any proposals received after 5:00 p.m. Pittsburgh time on the Proposal Due Date or any day thereafter, will be rejected.

C. The Authority reserves the right to extend or postpone the date and time for accepting proposals through an addendum.

D. Notwithstanding anything to the contrary in this RFP, the Authority may determine in its discretion whether to accept any questions, requests or proposals that are not received by the dates and times set forth in this RFP.

E. All proposals shall be signed by an individual authorized to bind the respondent and execute contracts on its behalf.

F. All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts and other documentation submitted by a respondent shall become the property of the Authority when received. Nothing submitted shall be considered confidential or proprietary and each respondent acknowledges and agrees that all information submitted in response to this RFP, irrespective of whether it is marked "Confidential," "Proprietary," "Trade Secret," or the like, may be disclosed by the Authority pursuant to a request submitted in accordance with Pennsylvania's Right-to-Know Law.

G. The Authority reserves the right to request additional information which, in the Authority's opinion, is necessary to assure that the respondent's competence, business organization, and financial resources are adequate to perform in accordance with this RFP and any resultant contract.

H. The Authority may make such investigation as it sees fit to determine the ability of the respondent to perform the work, and the respondent shall furnish the Authority all such information and data for this purpose as requested by the Authority. The Authority reserves the right to reject any proposal if the proposal submitted by, or investigation of, such respondent fails to satisfy the Authority that such respondent is properly qualified to carry out the obligations of a subsequent contract with the Authority and to satisfactorily perform the work specified herein.

I. The Authority reserves the right to reject any or all proposals, waive any irregularities or defects in any proposal, and modify or postpone or terminate the project detailed herein in its entirety or with respect to any respondent, at any time, for any reason or no reason.

J. All costs and expenses incurred by a respondent in the preparation and delivery of a proposal will be the sole responsibility of the respondent. The Authority will not be liable for any amounts to any respondent in any manner, under any circumstances, including without limitation, as a result of the termination of the RFP process.

K. The receipt of proposals or other documents by the Authority during any stage of the process will in no way obligate the Authority to enter into any contract with any respondent or make the Authority liable for any respondent costs. This RFP is a solicitation only and is not

intended to be nor should it be construed to be an offer to enter into any contract or other agreement.

L. No respondent, team member, employee, servant, agent, advisor, consultant or representative of that respondent may communicate with any other respondent, team member, employee, servant, agent, advisor, consultant or representative of any other respondent about the preparation of proposals. Each proposal shall be prepared without any connection, knowledge, comparison of information, or arrangement with any respondent, team member, employee, servant, agent, advisor, consultant, or representative of any other respondent. Each respondent is responsible to ensure that its participation in this RFP process is conducted fairly and without collusion or fraud.

6. CLARIFICATION OF REQUIREMENTS, ADDENDA & MODIFICATIONS

A. Any respondent in doubt as to the true meaning of any part of this RFP may request a clarification, interpretation and/or modification thereof from the Contact Person (as hereinafter defined). At the request of the respondent, or in the event the Authority deems the response to the request to be substantive, the clarification, interpretation and/or modification shall be made by an addendum. Requests for clarification, interpretation and/or modification must be submitted in writing to the Contact Person by 5:00 p.m. Pittsburgh time on the Request for Clarification Due Date; any request received after this deadline may not be considered.

B. Inquiries regarding the RFP and all requests for clarification, interpretation or modification of the RFP must be directed in writing via e-mail to Christopher Holt at cholt@pittsburghparking.com (the "Contact Person").

C. If any alleged errors are noted in the RFP, a respondent should immediately notify the Contact Person and, if confirmed, an addendum shall be issued.

D. The Authority will not accept telephone calls or any other forms of correspondence pertaining to this RFP, except as set forth in Section 6.B.

E. This RFP may be updated, supplemented, amended or cancelled at any time by the Authority. Any changes, additions, deletions, or clarifications to the RFP will be made by addendums issued by the Authority.

F. Any addendum issued by the Authority shall be considered part of the RFP.

G. Addenda will be sent via e-mail to the last known e-mail address of each person/entity listed with the Authority as having received a copy of the RFP for proposal purposes. The Authority will make reasonable efforts to notify respondents in a timely manner of modifications to the RFP. Notwithstanding the foregoing, each respondent shall be responsible for (a) providing a valid e-mail address for delivery of addenda by the Authority and (b) ensuring that its proposal reflects any and all addenda issued by the Authority prior to the Proposal Due Date.

7. CONTRACT REQUIREMENTS

Each respondent, in its proposal, must agree to be bound by the following requirements, should it be awarded a contract in connection with this RFP:

A. Except for the gross negligence or willful misconduct of the Authority, respondent shall indemnify and hold harmless the Authority, its successors and assigns, from and against any and all loss, damage and liability and for any and all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, including employees of respondent, and from and against any and all damages to property, including the property of the Authority, its successors and assigns, caused by or arising out of or claimed to have been caused by or to have arisen out of any act, error, or omission in connection with the contract respecting this RFP, whether or not occasioned by the negligence of the Authority, respondent or either party's agents, servants or employees. For purposes of enforcing this provision, respondent hereby waives any or all immunities it may have under the Pennsylvania Workers' Compensation Act or otherwise. This indemnification obligation shall survive termination or expiration of the contract associated with this RFP.

B. Respondent shall maintain, at all times until the termination of the contract, the following insurance:

TYPE	AMOUNT
Workers Compensation	Statutory (in conformance with Pennsylvania's Worker's Compensation Act)
Public Liability including Bodily Injury and Property Damage	Per Occurrence \$2,000,000
Automotive Property Damage and Bodily Injury	Per Occurrence \$2,000,000
Umbrella Liability	Annual Aggregate \$2,000,000
Professional E&O	Per Occurrence \$2,000,000

C. Respondent shall include the Authority and the City of Pittsburgh as an "Additional Insured" on the insurance described in this Section 7.

D. Respondent waives all right of subrogation against the Authority, its subsidiaries, agents, officers, directors and employees for recovery of damages to the extent covered by any insurance applicable to the project and will secure appropriate waivers from the insurers providing coverage applicable to the project.

E. Insurance will be written through financially responsible companies with an A.M. Best rating of A-VII or better.

F. By specifying the above minimum insurance requirements, the Authority does not represent that coverage and limits will necessarily be adequate to protect respondent, and such coverage limits will not be deemed as a limitation of respondent's obligations hereunder.]

G. To the extent required by law, the general prevailing minimum wage rates, including contributions for employee benefits, as shall have been determined by the Secretary of Labor and Industry (the "Secretary") must be paid to the respondent's employees (including the employees of any of respondent's subcontractors or sub-subcontractors) employed in the performance of the contract. Respondent shall, and shall require all of its subcontractors and sub-subcontractors to (i) pay no less than the wage rates as determined in the decision of the Secretary; (ii) comply with all conditions of the Pennsylvania Prevailing Wage Act, 43 P.S. §§ 165-1 - 165-17, as amended (the "Act"), and the regulations issued pursuant thereto (the "Regulations") to assure the full and proper payment of said rates; and (iii) submit certified payrolls to the Authority respecting the foregoing. The contract shall be read so as to include any provision required by the Act or the Regulations to be inserted in the contract and not so inserted.

8. PROPOSAL REQUIREMENTS

A non-mandatory pre-proposal meeting will be held at 2:00 p.m. Pittsburgh time on May 15, 2014 at the main offices of the Authority, which are located at 232 Boulevard of the Allies, Pittsburgh, PA 15222-1616.

Each proposal should be in the format set forth below and not exceed [#] (#) pages and will be rated on a 100-point scale. Rating will be according to the degree to which a respondent demonstrates its capacity to satisfy the requirements set forth herein. Each proposal should include the following parts, which will be assigned the indicated point values:

A. Cover Page: Please prepare a cover page similar to the one shown at the beginning of this RFP. (Total Possible Score: 0 points)

B. Organization Qualifications: Please organize your proposal so that it addresses each of the following items. (Total Possible Score: 35 points)

(i) Provide a general description of the engineering firm along with an organizational chart that identifies the individuals who will be performing the Engineering Services and key team members.

(ii) Provide a description of the qualifications, relevant experience and resume for each individual who will be providing the Engineering Services. Briefly outline the roles of each such individual in providing the Engineering Services.

(iii) Describe the Engineer's availability to expedite field surveys and documentation in order to meet the Authority's deadlines related to the Engineering Services.

(iv) Provide a list of relevant projects and references (including name, title, address, telephone number and e-mail address) from organizations that can attest to the relevant qualifications and capabilities of your organization.

(v) Describe your organization's Pennsylvania presence. State the number of full-time employees from your organization who are based in Pittsburgh and the location of your offices in Pennsylvania

C. Fee Proposal: Please organize your proposal so that it addresses each of the following items. (Total Possible Score: 40 points)

(i) Provide a schedule that reflects your proposed hourly pricing mode for providing the Engineering Services, organized by level of experience.

(ii) Provide a maximum "not-to-exceed" price for providing the Engineering Services, which should include (a) a description of any incidental expenses that you propose the Authority bear; and (b) an itemized break down of types of anticipated expense reimbursements, if any.

D. Value Added Items: Provide a detailed list of value added items that the respondent is offering (at no additional cost) that would enhance the goods or services requested in this RFP. (Total Possible Score: 10 points)

E. MBE/WBE Participation: The Authority is committed to providing equal employment opportunities to minorities and women and equal opportunities for business growth and development to minority and women entrepreneurs. To that end, the Authority requires that all contractors and subcontractors performing work for the Authority demonstrate a good faith effort to obtain the participation of minority and women business enterprises in the work to be performed for the Authority and to employ minorities and women during performance of the work. It is the Authority's objective to obtain minority and women's participation in its contracts with the goal being 25% of the contract amount expended for minority participation and 10% of the contract amount expended for women's participation. The Authority promotes the full utilization of subcontracting activities to ensure a successful Minority and Women's Participation Plan. Provide tangible evidence that your organization has made a good faith effort to satisfy these goals. (Total Possible Score: 10 points)

F. PRIOR AUTHORITY EXPERIENCE: Explain any substantive prior work experience with the Authority. (Total Possible Score: 5 points)

9. EVALUATION AND SELECTION

A. The Authority will form a selection committee (the "Selection Committee") to review and recommend proposals. The Board of Directors of the Authority has the final authority, in its sole and absolute discretion, for authorizing a contract with the Authority.

B. A shortlist of respondents may be scheduled, at the sole discretion of the Authority, for a structured oral presentation or interview and for discussions regarding best and final offers. Any such presentations shall be at no cost to the Authority. The Authority also reserves the right to visit the respondent's facilities. The oral interview may be recorded or videotaped by the Authority. At the end of the oral presentation/interview process, if any, any shortlisted respondents may be required to submit revised proposals to be reviewed again in accordance with Section 8 and this Section 9. Subject to the other terms and conditions of this RFP, the successful respondent will be recommended for contract negotiation.

C. The Authority anticipates executing a contract with the successful respondent within 10 days following award of the contract.

[EXHIBIT(S) FOLLOW (IF ANY)]

EXHIBIT A
LIST OF PARKING FACILITIES
(Parking System)

EXHIBIT A
Pittsburgh Parking Authority Garages

FACILITY NAME & ADDRESS

Third Avenue Garage
238 Fourth Avenue
Pittsburgh, PA 15222-1708

Ft. Duquesne & Sixth Garage
120 Sixth Street
Pittsburgh, PA 15222

Ninth and Penn Garage
136 Ninth Street
Pittsburgh, PA 15222

First Avenue Garage and Station
600 First Avenue
Pittsburgh, PA 15219

Smithfield Liberty Garage
629 Smithfield Street
Pittsburgh, PA 15222

Wood Allies Garage
228 Boulevard of the Allies
Pittsburgh, PA 15222

Second Avenue Parking Plaza
1250 Second Avenue
Pittsburgh, PA 15219

Shadyside Garage
714 Bellefonte Street
Pittsburgh, PA 15232

Mellon Square Garage
500 Smithfield Street
Pittsburgh, PA 15222

Mon Wharf
1 Fort Pitt Boulevard
Pittsburgh, PA 15219

Forbes Semple Garage
210 Meyran Avenue
Pittsburgh, PA 15219

Grant Street Transportation Center
55 Eleventh Street
Pittsburgh, Pa. 15219

Oliver Garage
301 Fifth Avenue
Pittsburgh, PA 15222