



REQUEST FOR PROPOSALS

FOR

**ARTISTIC RESTORATION/RENOVATION SERVICES OF THE
WOOD-ALLIES PUBLIC PARKLET**

PUBLIC PARKING AUTHORITY OF PITTSBURGH

DATE ISSUED: March 31, 2016

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EXECUTIVE DIRECTOR

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INTRODUCTION

The Public Parking Authority of Pittsburgh ("Authority") desires to retain a consultant (the "Consultant") to perform restoration and renovation services of an existing public parklet located in the central business district (CBD) in downtown Pittsburgh, Pennsylvania. As more fully set forth in this Request for Proposals for Artistic Restoration/Renovation Services (the "RFP"), the Authority is requesting proposals from qualified respondents that have demonstrated experience in providing any or all of a full range of artistic restoration, renovation and design services in major U.S. cities.

1. ABOUT THIS DOCUMENT

This document is a Request for Proposals for Artistic Restoration/Renovation Services. 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 quality, experience in the field, availability and/or capability may figure into the evaluation.

The request for proposal process allows the Authority to negotiate with select 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.

2. PUBLIC POCKET PARKLET DESCRIPTION

A. Public Pocket Parklet: The sculptural fountain installation is located in the public pocket park at 232 Boulevard of the Allies, Pittsburgh, Pennsylvania. It is adjacent to the Public Parking Authority's (Authority) Wood-Allies Parking Facility between the Boulevard of the Allies and First Avenue. The installation, completed in 1985, has fallen into a state of deterioration stemming from mild structural settlement and ongoing water damage. The installation is owned and curated by the Authority who commissioned the work in the 1980s as part of their budget allocation for public art projects associated with the construction of the facility.

B. The water feature of the fountain is no longer active and requires the design modifications and/or replacement of the plumbing and electrical systems of the fountain.

3. SCOPE OF WORK / PROJECT TIMELINE

A. Scope of Work: The Scope of Work for this RFP is set forth on Exhibit "A", attached hereto and made a part hereof (the "Scope of Work").

B. Project Timeline: The contract for these retained artistic and professional services will be for work performed on the fountain system initiated during the Authority's 2016 Fiscal year.

4. SCHEDULE AND DEADLINES FOR RFP

EVENT	TIME AND/OR DATE
RFP Issued	Thursday, March 31, 2016
Non-Mandatory Pre-Proposal Meeting	Friday, April 8, 2016 at 10:00 a.m. EST
Deadline For Respondents to Submit Questions and Requests for Clarification/Interpretation/ Modification ("Request for Clarification Due Date")	Thursday, April 14, 2016 At 5:00 p.m. EST
Deadline for Submission of Proposals ("Proposal Due Date")	Monday, April 18, 2016 at 3:00 p.m. EST
Anticipated Board Action	Thursday, April 21, 2016

5. ADMINISTRATIVE REQUIREMENTS AND RELATED INFORMATION

A. To be considered responsive, consultants must submit (a) one (1) electronic copy on compact disc of their proposal and (b) three (3) hard copies of their proposal in a clearly marked envelope by 3:00 p.m. E.S.T. on Monday, April 18, 2016, to the following address:

Christopher Holt, Director of Project Management
Pittsburgh Parking Authority
232 Boulevard of the Allies
Pittsburgh, PA 15222-1616

B. Any proposals received after 3:00 p.m. E.S.T. on Monday, April 18, 2016 will be rejected.

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

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

E. 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.

F. 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/or financial resources are adequate to perform in accordance with this RFP and any resultant contract.

G. The Authority may make such investigation as it sees fit to determine the ability of the respondent to perform the professional services specified herein, 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 professional services specified herein.

H. 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.

I. 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.

J. The receipt of proposals or other documents by respondents 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.

K. 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 p.m. E.S.T. on Thursday, April 14, 2016; any request received after this deadline will not be considered.

B. Inquiries regarding the RFP and all requests for clarification, interpretation or modification of the RFP must be directed in writing 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 communication pertaining to this RFP, except as set forth in Section 6.

E. This RFP may be updated, supplemented or amended at any time by the Authority. Any changes, additions, deletions, or clarifications to the RFP will be made by addenda 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 and regular, first class U.S. mail to the last known business 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 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 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.

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)
Contractor's Public Liability including Bodily Injury and Property Damage	Per Occurrence \$2,000.000.00
Automotive Property Damage and Bodily Injury	Per Occurrence \$2,000.000.00
Umbrella Liability	Annual Aggregate \$2,000.000.00

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.

8. PRE-PROPOSAL MEETING

A non-mandatory pre-proposal meeting will be held on Friday, April 8, 2016, at 10:00 a.m. EST at the main offices of the Authority, which are located at 232 Boulevard of the Allies, Pittsburgh, PA 15222-1616.

9. PROPOSAL REQUIREMENTS

Each proposal should be in the format set forth below and not exceed twenty-five (25) 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. (*Pass/Fail*)

B. **Executive Summary and Experience:** Maximum of 5 pages (*Total Possible Score: 5 points*)

Include a letter of introduction describing the respondent and a general overview of the proposal. The summary should include a representation as to the length of time the respondent has been in business. The summary must be signed by and contain the name, address and phone number of the person authorized by the respondent to execute the Agreement and the person authorized to communicate with the Authority in connection with this RFP.

C. **Organization Qualifications:** Please organize your proposal so that it addresses each of the following items. (*Total Possible Score: 30 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

D. **Fee Proposal:** Please organize your proposal so that it addresses each of the following items. NOTE: Fee Proposal shall be submitted (inserted) to the proposal as Exhibit "B" to the RFP (*Total Possible Score: 45 points*)

(i) Provide a Lump Sum amount which will be paid at the times for providing the Artistic Restoration and Renovation Services, which should be all inclusive of any incidental expenses and anticipated expense reimbursements, if any.

(ii) Provide a supplemental schedule that reflects your proposed hourly pricing mode for providing the Artist Restoration and Renovation Services, organized by level of experience.

E. **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: 5 points*)

F. **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. Please refer to Exhibit "C", Minority and Women Participation forms as part of the RFP submission process. 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)*

G. **Prior Authority Experience:** Explain any substantive prior work experience with the Authority. *(Total Possible Score: 5 points)*

10. **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 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 9 and this Section 10. 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 ten (10) days following award of the contract.

[EXHIBITS TO FOLLOW]

EXHIBIT "A"

**SCOPE OF WORK FOR ARTISTIC RESTORATION/RENOVATION
SERVICES**

EXHIBIT "A" TO RFP

SCOPE OF WORK FOR PROFESSIONAL SERVICES

The following is the proposed scope of work for the existing public parklet restoration project. The project shall consist of an in-depth assessment and inspection of the existing fountain, brick basins, terra cotta sculptures and statuettes, lighting, electrical, plumbing systems and park furniture features.

The scope of work shall include, but not be limited to, the following:

- Parklet surface cleaning, restoration and renovation which shall include the main brick column fountain, all basins and/or brick pools, sculpture cleaning and associated repairs as applicable.
- Assess and evaluate the existing lighting system within the parklet area and determine lighting upgrades that would incorporate new LED technology.
- Assess and evaluate the existing electrical equipment which includes electrical panel, disconnect/starter control panel for pumps, lighting outlets, various contactors for control of miscellaneous equipment and conduit/conductors for the various equipment.
- Produce RFP (Bid) document for development and incorporating selected LED lighting and fountain electrical equipment upgrades for the parklet.
- Assess and evaluate the existing fountain and pool equipment which comprises of pumps, filters, and control panel for the fountain/pool system.
- Produce RFP (Bid) document for the development and incorporating selected fountain and pool mechanical equipment upgrades for the parklet.
- Review upgrades with the Authority.
- Provide one (1) freestanding terra-cotta statuette of a former Parking Authority employee to be commissioned as a memorial in the parklet.
- Provide one (1) miniature terra-cotta statuette of a former Parking Authority employee.
- Inspect work upon completion and produce a final punch list.

EXHIBIT "B"

FEE PROPOSAL

(Attach Fee proposal to cover sheet as instructed in this document)
(Page 8, Section 9, D)

EXHIBIT "C"

MINORITY AND WOMEN PARTICAPATION FORMS

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORMS

MBE/WBE SOLICITATION STATEMENT

RESPONDENT: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

PROPOSAL FOR: _____

List Certified MBE/WBE that you have solicited and those you have commitments to in reference to your Proposal.

Company Name & Certification	Address	Telephone	M B E	W B E	Contact Person	Date Contacted		Type of Transaction	
						Mail	Phone	Joint Venture	Sub-Contractor

Prepared by: _____

MINORITY AND WOMEN BUSINESS COMMITMENT STATEMENT

PROJECT: _____

