# REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

## DESIGN OF LIGHTING UPGRADES FOR AUTHORITY PARKING GRAGAES

## PUBLIC PARKING AUTHORITY OF PITTSBURGH

**DATE ISSUED: December 7, 2015**

**DAVID G. ONORATO**

**EXECUTIVE DIRECTOR**

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## INTRODUCTION

The Public Parking Authority of Pittsburgh ("Authority") desires to retain a consultant (the "Consultant") to perform an analysis of the existing energy, lighting and controls for purposes of designing new energy-efficient lighting technology of Authority owned facilities (collectively the "Parking System"). As more fully set forth in this Request for Proposals for Professional 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 electrical engineering and design services in major U.S. cities.

## 1. ABOUT THIS DOCUMENT

This document is a Request for Proposals for Professional 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. PARKING SYSTEM DESCRIPTION

A. Garage Facilities: The Authority owns or leases nine (9) garage facilities in the City of Pittsburgh (collectively, the "Garage Facilities"). Seven (7) of the Garage Facilities are located in the Downtown area and there is one Garage Facility in each of the neighborhoods of Shadyside and Oakland. Exhibit "A," attached hereto and made a part hereof, details the address of each of the Garage Facilities.

## 3. SCOPE OF WORK / PROJECT TIMELINE

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

B. Project Timeline: The contract for these retained professional services will be for work performed on projects initiated during the Authority's 2016 Fiscal year through 2017 for a period of two (2) years.

## 4. SCHEDULE AND DEADLINES FOR RFP

| EVENT | TIME AND/OR DATE |
|---|---|
| RFP Issued | Monday, December 7, 2015 |
| Mandatory Pre-Proposal Meeting | 10:00 a.m. on December 15, 2015 |
| Deadline For Respondents to Submit Questions and Requests for Clarification/Interpretation/ Modification ("Request for Clarification Due Date") | 5:00 p.m. on December 18, 2015 |
| Deadline for Submission of Proposals ("Proposal Due Date") | 3:00 p.m. on December 29, 2015 |
| Anticipated Board Action | January 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 the Proposal Deadline, 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 the Proposal Deadline 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 or no 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 the Clarification Deadline; 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 mandatory pre-proposal meeting will be held on the Meeting Date, at 10:00 a.m. Pittsburgh time 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. (Total Possible Score: 45 points)

(i) Provide a Lump Sum amount which will be paid at the times and in the amounts listed on Exhibit "C" for providing the Engineering 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 Engineering 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 "D", 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"**

**LIST OF PARKING FACILITIES**

**EXHIBIT "A" TO RFP**

**ADDRESSES OF GARAGE FACILITIES**

| AUTHORITY GARAGES<br>FACILITY NAME & ADDRESS | |
|---|---|
| *NINE (9) GARAGE FACILITIES* | |
| **Third Avenue Garage**<br>238 Fourth Avenue<br>Pittsburgh, PA 15222-1708 | **Ft. Duquesne & Sixth Garage**<br>120 Sixth Street<br>Pittsburgh, PA 15222 |
| **Smithfield-Liberty Garage**<br>629 Smithfield Street<br>Pittsburgh, PA 15222 | **Wood Allies Garage**<br>232 Boulevard of the Allies<br>Pittsburgh, PA 15222 |
| **Grant Street Transportation Center**<br>55 Eleventh Street<br>Pittsburgh, PA 15219 | **Shadyside Garage**<br>714 Bellefonte Street<br>Pittsburgh, PA 15232 |
| **Mellon Square Garage**<br>500 Smithfield Street<br>Pittsburgh, PA 15222 | **Forbes-Semple Garage**<br>210 Meyran Avenue<br>Pittsburgh, PA 15219 |
| **Oliver Garage**<br>310 Fifth Avenue<br>Pittsburgh, PA 15222 | |
| | |
| | |

## EXHIBIT "B"

## SCOPE OF WORK FOR PROFESSIONAL SERVICES

## EXHIBIT "B" TO RFP

## SCOPE OF WORK FOR PROFESSIONAL SERVICES

The following is the proposed scope of work for select parking garages for the lighting upgrade project. The project shall consist of an analysis of the existing lighting and controls where applicable (Refer to Exhibits "A" for a list of garage locations).

The analysis shall include:

- Assess the existing lighting system at each garage and location. This shall include determining existing fixture spacing, deck heights, energy consumption, lighting controls (as applicable), and light levels. Each analysis shall include all parking areas and shall also include non-parking areas, such as garage lobbies, stairwells, and perimeter/exterior lighting, as applicable.
- Assess possible lighting upgrades, including both lamp retrofits and fixture replacements. Photometric calculations shall be performed for various lamp sources and light fixtures to confirm compliance with City of Pittsburgh codes and compare performance.
- Assess possible lighting control upgrades (as applicable), including daylight harvesting and motion sensors as well as other controls means which may be evaluated.
- Review Act 129 as well as any other grant or rebate options available for applicability with calculated rebate amounts.
- Perform detailed financial payback calculations for proposed lighting and control upgrades, as applicable, for each location.
- The entities or entity which is awarded the contract shall assume all liability and upfront costs associated with the purchase, installation and retrofit of existing garage locations with new LED lighting technology upgrades by utilization of energy savings generated to finance the turn-key project.
- Review possible upgrades with the Authority.

The engineer shall prepare the following technical project bid documents:

- Produce drawings and technical specification documents incorporating selected upgrades for permit and bid, stamped and signed by a professional engineer registered in the state of Pennsylvania. Attend pre-bid and scope review meetings, as well as periodic site visits during construction as required.
- Review shop drawings and answer requests for information.
- Review and recommend approval of vendor/electrical contractor application for payments, verify progress associated with payments applications. Approval of each pay application shall be provided by the Authority.
- Assist the Authority in applying for and obtaining Act 129 rebates or other grants / funding as applicable.
- Inspect work upon completion and produce final punch list.

**EXHIBIT "C"**

**FEE PROPOSAL**

**EXHIBIT "C" TO RFP**

**FEE PROPOSAL**

# Fee Proposal for Garage Lighting Upgrade Project

| | GARAGES | FEE PROPOSAL PER GARAGE |
|---|---|---|
| | | |
| 1 | Third Avenue Garage | $ |
| 2 | Ft. Duquesne & Sixth Garage | $ |
| 3 | Smithfield-Liberty Garage | $ |
| 4 | Grant Street Transportation Center | $ |
| 5 | Mellon Square Garage | $ |
| 6 | Oliver Garage | $ |
| 7 | Wood Allies Garage | $ |
| 8 | Shadyside Garage | $ |
| 9 | Forbes-Semple Garage | $ |
| | | |
| | COMBINED TOTAL FEE | $ |

**EXHIBIT "D**

**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 | MBE | WBE | Contact Person | Date Contacted | | Type of Transaction | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Mail | Phone | Joint Venture | Sub-Contractor |
| | | | | | | | | | |
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| | | | | | | | | | |
| | | | | | | | | | |

Prepared by: _____

MINORITY AND WOMEN BUSINESS COMMITMENT STATEMENT
PROJECT: _____

RESPONDENT WILL UTILIZE THE SERVICES OF SUBCONTRACTOR(S) AND/OR SUPPLIER(S) FOR THE FOLLOWING CATEGORIES:

| Subcontractor/ Supplier Name | Certification Type | | Certification # and Certifying Agency | Scope of Work | Estimated Dollar Amount |
|---|---|---|---|---|---|
| | MBE | WBE | | | |
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I, the undersigned do hereby certify that this form contains no misrepresentations or falsifications, omissions or concealment of material fact, and that the information given by me is true and complete to the best of my knowledge and belief. I am aware that all information on this form is subject to investigation.

Respondent's Name _____

By (Signed) _____

Title _____

Date _____

**EXHIBIT "E"**

**FORM OF AGREEMENT**

FORM OF AGREEMENT

THIS CONTRACT IS MADE as of _____, 2016, by and between the PUBLIC PARKING AUTHORITY OF PITTSBURGH, (hereinafter "Authority") with offices at 232 Boulevard of the Allies, Pittsburgh, PA 15222, and _____, (hereinafter "Consultant") with offices at _____.

WITNESSETH:

WHEREAS, the Authority solicited proposals for professional services from firms for the provision of **Design of Lighting Upgrades for Authority Parking Garages** (the "Proposal"); and

WHEREAS, the Consultant submitted to the Authority a Proposal for Provision of **Design of Lighting Upgrades for Authority Parking Garages** (the "Proposal"); and

WHEREAS, the Authority awarded this Agreement to Consultant based upon its Proposal and subsequent negotiations; and

WHEREAS, Consultant and the Authority desires to enter into this Agreement to set forth the terms and conditions under which the Consultant shall perform engineering services as may be required for the design of lighting upgrades that includes conducting an in-depth analysis of the existing lighting and controls, if applicable, and establishing a baseline assumption of the Authority proceeding with retrofit and/or replacement of lighting fixtures to existing Authority owned parking garages otherwise known as Garage Facilities.

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

1. Definition of **Design of Lighting Upgrades for Authority Parking Garages**, as used in this Agreement, and as outlined in the Proposal, shall mean the Consultant's performance, in a prompt and first-class manner, of providing any or all of a full electrical engineer design services including in-depth lighting/energy analysis, provide recommendations and preparation of technical and construction documents for the purchase and installation of new energy-efficient LED technology, contract administration and field observations as required.

2. Definitions of Contract, The term "Contract Documents" attached hereto as **Exhibit A** means the documents listed below:

    a. The Proposal for professional engineering services
    b. The RFP
    c. Fee Proposal
    d. This Contract;

3. Term of Contract. TBD upon execution of the Agreement.

4. Contract Retention. Ten (10%) percent of the value of the Fee Proposal shall be retained by the Authority until the Consultant submits an application, verified by the Director of Project Management that the work has reached substantial completion. All amounts retained by the

Authority and not otherwise held by the Authority or previously paid over to the Consultant shall be included in the final payment.

5. Performance of **Design of Lighting Upgrades for Authority Parking Garages**, The services to be provided is as set forth by this Contract which is incorporated by reference herein.

    a. The Consultant shall be responsible for the professional quality, technical skill, and timely completion of all Services furnished by the Consultant under this Agreement.
    b. The Authority will cooperate with the Consultant in the performance by the Consultant of the services hereunder, including, without limitation, providing the Consultant with timely access to data, information and parking lot property.
    c. The relationship of the Consultant to the Authority will be that of an independent Consultant. No employer/employee relationships shall be deemed to be established and the Consultant, its agents, sub Consultants, and employees shall be independent Consultants at all times. Neither party will act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create an obligation on behalf of, or in the name of, the other.

6. Contract Price. The Authority shall pay Consultant in immediately available funds for the execution, performance and completion of **Design of Lighting Upgrades for Authority Parking Garages.** This system shall be performed to the satisfaction of the Authority in accordance with the prices set forth in the Fee Proposal attached hereto as part of the **Exhibit A** (the "Agreement") with an amount not to exceed $00,000.00, for services rendered, unless both parties have agreed to an alternate amount in writing.

7. Termination. In the event the Consultant (i) fails to provide **Design of Lighting Upgrades for Authority Parking Garages** as described in the Agreement Documents; (ii) breaches any of the terms, provisions or conditions contained in this Agreement; or (iii) breaches any of the terms, provisions or conditions contained in any other contract by and between the Consultant and the Authority, the Authority shall be entitled to terminate this Agreement by giving written notice thereof to the Consultant. The notice of termination shall state the effective date of such termination. Failure to meet the terms set forth in this Section 7 will result in immediate termination.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written.

_____
Consultant

ATTEST:

By: _____

_____
Title

By: _____

_____
Title

Public Parking Authority of Pittsburgh

ATTEST:

By: _____
Christopher Holt

**Director of Project Management**
Title

By: _____
David G. Onorato, CAPP

**Executive Director**
Title