

REQUEST FOR PROPOSALS (RFP)

PUBLIC PARKING AUTHORITY OF PITTSBURGH

**SHUTTLE SERVICES PROVIDER
FOR SECOND AVENUE PARKING PLAZA**

DATE ISSUED: September 29, 2014

DAVID G. ONORATO, CAPP

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 (the "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.

As more fully set forth in this Request for Proposals (the "RFP"), the Authority is requesting proposals from qualified respondents to serve as a shuttle services provider (the "Shuttle Services Provider"). The Shuttle Services Provider will be responsible for operating a first class, cost-effective, efficient and reliable multi-stop shuttle service to serve the Second Avenue Parking Plaza patrons without charging a fare to the Authority's patrons (the "Shuttle Services"). The Second Avenue Parking Plaza (the "Parking Plaza"), a large, open self-park Parking Plaza, is located at 1250 Second Avenue, Pittsburgh, Pennsylvania 15219. The Parking Plaza is adjacent to the Allegheny County Jail and Municipal Courts Building in Downtown, with the entrance located east of the Tenth Street Bridge.

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, 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 SHUTTLE SERVICES

A. Description of Parking Plaza

The Parking Plaza capacity consists of approximately 812 parking spaces and is open from 5:30 a.m. – 7:00 p.m., Monday through Friday. The Parking Plaza is closed on Saturdays and Sundays. The Parking Plaza serves both transient (\$8 per day flat rate) and lease (\$150 per month) customers. Due to the large size and removed location of the Parking Plaza from the

immediate Downtown area, the Authority contracts one shuttle service contractor to transport Parking Plaza patrons to certain downtown destinations, Monday through Friday from 5:45 a.m. to 7:00 p.m. The shuttle service is a complimentary service provided by the Authority with no cost to its patrons.

B. Parking Plaza Usage Statistics

Below is a chart illustrating twelve (12) month historical transient and lease statistics for the Parking Plaza for the time period between May 2013 and April 2014:

Month	Year	<u>Customers</u>	
		Transient	Lease
May	2013	13,711	173
June	2013	12,100	178
July	2013	12,976	176
August	2013	13,079	179
September	2013	12,165	178
October	2013	13,660	171
November	2013	11,216	167
December	2013	11,852	163
January	2014	12,611	163
February	2014	11,565	162
March	2014	12,841	160
April	2014	13,177	159

C. Shuttle Passenger Profile

The Parking Plaza's courtesy shuttle service serves a variety of downtown patrons including Allegheny County and City of Pittsburgh employees, Municipal Court system employees and PNC Bank employees, among others.

D. Shuttle Buses

The minimum size vehicle required for the Shuttle Services is a twenty-four (24) passenger shuttle bus. The exterior of the shuttle bus must properly display the Authority logo, as approved by the Authority.

E. Current Shuttle Service Information

(i) Hours of Operation

The Parking Plaza's shuttle system begins operation at approximately 5:45 a.m. and operates at various levels until 7:00 p.m., Monday through Friday. There are no fares collected for the Authority's shuttle system. Below is a summary of the current shuttle system's hours of operation:

<u>Time Period</u>	<u>No. of Shuttles in Operation</u>
5:45 a.m. to 7:00 a.m.	1
7:00 a.m. to 10:00 a.m.	3
10:00 a.m. to 4:00 p.m.	1
4:00 p.m. to 7:00 p.m.	3

(ii) Shuttle Bus Stops

The current route of the Parking Plaza shuttle service is approximately 1.5 miles in length and contains a total of eight (8) stops; four (4) stops within the Parking Plaza and four (4) downtown stops outside of the Parking Plaza. (See **Exhibit A** for a detailed map).

The eight (8) shuttle stop locations are as follows:

- Stops 1 to 4 – Inside the Parking Plaza;
- Stop 5 – First Avenue and Municipal Courts Drive;

- Stop 6 – First Avenue and Ross Street;
- Stop 7 – Grant Street and Boulevard of the Allies; and
- Stop 8 – Fourth Avenue mid-way between Grant Street and Ross Street.

(iii) Shuttle Bus Route

The four stops within the Parking Plaza begin at the top eastern section of the Parking Plaza adjacent to the Parking Plaza entrance/exit and end at the western-most section of the Parking Plaza. Each of the four stops is identified by a "Shuttle Stop" sign mounted to existing light poles. Upon entering the Parking Plaza, shuttles are required to enter via the center entrance lane. Each shuttle bus will be issued a remote control used to raise the gate and obtain access to the Parking Plaza.

Once inside the Parking Plaza, shuttle drivers are required to proceed through the Parking Plaza via the southern-most drive lane bordering the bike path fencing based on pre-approved frequency intervals for their particular shuttles.

Once the shuttle completes the four (4) stops within the Parking Plaza, the aforementioned remote control device is then used to open the roll gate situated at the western-most end of the Parking Plaza, thereby providing entry to the private shuttle access road directly behind the Allegheny County Jail/Municipal Courts building.

After making a right turn onto Municipal Courts Parkway, the shuttle stops at Stop 5 at First Avenue. The shuttle then makes a left hand turn onto First Avenue and proceeds two blocks to Ross Street, designated as Stop 6 (located directly in front of the PNC building). The shuttle then proceeds straight on First Avenue and makes a right hand turn onto Grant Street. Shuttle Stop 7 is located at the corner of Grant Street and Boulevard of the Allies. Lastly, the shuttle proceeds straight on Grant Street to Fourth Avenue, where it makes a right hand turn. Approximately mid-way between Grant Street and Ross Street, the shuttle makes its final drop off/pickup at Stop 8. Continue to Ross Street, turn right onto Second Avenue. Turn left onto the Parking Plaza entrance and turn right onto the property.

F. Shuttle Services Guidelines and Requirements

(i) The Shuttle Services Provider must agree to be in compliance with General – 49 CFR 37.3 Department of Transportation Federal Regulations, and any other applicable State, Federal or local laws.

(ii) Quality customer service is a high priority at the Authority. The shuttle bus passengers are customers of the Authority and it is expected that they will be treated with utmost respect. To insure a high level of customer service, the Shuttle Services Provider must be in compliance with, but is not limited to, the ADA-Accessibility Guidelines for Transportation Vehicles 1192.1 – 1192.39.

(iii) Communication with the Passengers

- 1) Drivers must speak fluent English.
- 2) Drivers must announce all stops.
- 3) Drivers must announce all detours to passengers.
- 4) Drivers must aid all passengers with mobility impairments.
- 5) Drivers must communicate to passengers when appropriate regarding the status of the shuttle bus, such as explaining the reason for unscheduled detours due to traffic; traffic congestion that has stopped the bus; and delays in leaving a scheduled stop.
- 6) Drivers must respond to customer questions with courtesy and accurate information and be knowledgeable of Authority routes and shuttle stops. The Authority reserves the right to determine if a driver should be removed from the Shuttle Services.

(iv) Adherence to Schedules

- 1) Drivers are to be thoroughly familiar with all routes and schedules.
- 2) Drivers are not to make unauthorized stops unless necessary.
- 3) Drivers will operate buses to serve on-call route segments as directed by the dispatcher or service supervisor; passengers will make such requests by contacting the designated service provider phone number or email address.
- 4) Drivers are not to take unauthorized breaks.

(v) Professional Behavior

- 1) Drivers are not to eat or drink while driving.
- 2) Drivers are not to use cell phones, with or without hands-free devices while on duty
- 3) Drivers are to maintain a clean driving area; no newspapers are to be on the dash or shoved into the window areas.
- 4) Drivers are to maintain a neat, uniformed appearance at all times.
- 5) Drivers are to drive with correct destination signs on all parts of the shuttle bus at all times.
- 6) Shuttle bus riders are to be treated with courtesy, respect and professionalism at all times.

playing. 7) Drivers are not to operate shuttle buses with earphones on or radios

(vi) Uniforms

- 1) Shuttle bus drivers must wear complete uniforms while on duty.
- 2) The uniforms of the Shuttle bus driver must be clean, pressed and presentable at all times.

(vii) Knowledge and Understanding of the Routes, Stops and General Downtown Area

- 1) Drivers should have a thorough understanding of the shuttle route to be consistently followed as set forth in this RFP.
- 2) Drivers should have a thorough understanding of the location of each shuttle stop as set forth in this RFP.
- 3) Drivers should have a general understanding of the general downtown areas near the vicinity of the shuttle bus route and stops in order to adequately provide directional information to shuttle passengers.

(viii) General Rules of Conduct for Drivers

- 1) No smoking, eating or drinking aboard the buses at any time.
- 2) No boisterous language, profanity or incivility at any time.
- 3) No unnecessary communications over the two way radio system.
- 4) No purchase or consumption of any intoxicant or narcotic while on duty.
- 5) Keep all shuttle buses clean and free of loose trash during each shift.
- 6) Report all mechanical defects immediately.
- 7) At the start of each shift conduct a walk-around of the bus and fill out a daily maintenance record for each bus.

G. Shuttle Services Agreement

The Shuttle Services Provider will report to the Authority's Department of Parking Services. The successful Shuttle Services Provider will operate the service in accordance with the terms and conditions of the Shuttle Services Agreement (the "Agreement") and will permit Authority personnel within the Department of Parking Services to monitor, supervise and refine those services through efficient and open channels of communication. The form of the contract is attached as **Exhibit B** hereto, and contains a detailed description of the responsibilities of the Shuttle Services Provider, compensation structure and other applicable terms and conditions.

As part of the response to the RFP, the Authority requests that each respondent comment on whether or not they are willing to accept the Agreement as is, or if the contract terms are not acceptable as is, and specifically state what sections of the Agreement may not be acceptable to the respondent and the reason therefor.

H. Term

The Shuttle Service is expected to commence January 1, 2015. The term of the contract for the Shuttle Services will be for three (3) years, 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	September 29, 2014
Mandatory Pre-Proposal Meeting	October 10, 2014
Deadline For Respondents to Submit Questions and Requests for Clarification/Interpretation/Modification ("Request for Clarification Due Date")	October 17, 2014
Deadline for Submission of Proposals ("Proposal Due Date")	October 31, 2014
Anticipated Board Action	November 20, 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
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 addenda issued by the Authority.

F. Any addenda 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

Notwithstanding anything to the contrary in Section 3(G) herein, 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 the negligence or willful misconduct of respondent or its agents, servants, employees or invitees. 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)
Shuttle Services Provider's Public Liability including Bodily Injury	Per Occurrence \$1,000,000
Shuttle Services Provider Public Liability including Property Damage	Per Occurrence \$1,000,000
Automotive Property and Bodily Injury	Per Occurrence \$1,000,000
Automotive Property Damage	Per Occurrence \$1,000,000
Umbrella Liability	Annual Aggregate \$5,000,000

C. Respondent shall include the Authority and the City of Pittsburgh as an "Additional Insured" (except for Workers Compensation) on the insurance described in this Section 7.

Note: "All required coverage's are to be written on a primary non-contributory basis to any insurance available to the PITTSBURGH PARKING AUTHORITY".

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. PROPOSAL REQUIREMENTS

A mandatory pre-proposal meeting will be held at 10:00a.m. Pittsburgh time on October 10, 2014 at the main offices of the Authority, which are located at 232 Boulevard of the Allies, Pittsburgh, PA 15222-1616. The proposal of any respondent that fails to attend this meeting will be rejected.

Each proposal should be in the format set forth below and not exceed fifteen (15) 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.

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: 10 points)

(i) The respondent must provide evident that it has been in existence for a continuous period of five (5) years prior to the date of this RFP.

(ii) Within the past five (5) years, the respondent must have three (3) or more years of continuous, first-hand experience in all aspects of courtesy shuttle services similar in complexity and size as described in this RFP.

(iii) Identify and describe the qualifications of each key person on the team that will be overseeing the Shuttle Services, including the service provider's account manager. Brief resumes may be included for each key person. Describe the role each will play in the operation of the Shuttle Services. Include a description of staffing policies and the retention measures that will ensure that the key individuals listed and identified will continue performing the functions identified in the proposal. In addition, the proposal should include a written assurance that such key personnel will not be transferred in or out of the Parking Plaza without the Authority's prior approval. Describe how the respondent will maintain adequate coverage despite absenteeism, vacations, leaves or turnover of employees, etc.

(iv) Provide references from at least three (3) unrelated owners of three (3) separate shuttle contracts, all of which must meet the requirements listed in this RFP (preferably other public agencies). Include authorization to contact and contact persons for each of these references.

(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

(vi) The respondent must be able to demonstrate its ability to obtain the required insurance coverage and limits as listed in the Agreement.

D. Financing Statements and Bonding – (Pass/Fail)

Provide for each of the three (3) consecutive full fiscal years of the respondent prior to the date of this RFP a balance sheet and the related statement of income and cash flows. Each financial statement must be certified by a reputable certified public accounting firm as being prepared in accordance with GAAP and as accurately presenting the financial position of the respondent, subject to any notes contained in the financial statement.

In addition, submit a signed letter from an insurance and/or broker stating that such broker has reviewed the insurance and bond requirements contained in the Agreement and in this RFP and that the respondent will be able to obtain and maintain the insurance and bonding required under the Agreement and this RFP.

E. Detailed Operational Service Plan - Maximum of 5 pages (Total Possible Score: 10 points)

Provide a plan for the day-to-day management and operation of the Shuttle Services. Describe management structure, personnel and staffing policies (including recruitment and retention plans). Include driver policies and procedures and passenger documentation /reporting methods. In addition, include plans for monitoring and maximizing the passenger utilization of the shuttle service. This should include ideas regarding increasing or reducing the number of shuttles, changing shuttles stops and routes, etc.

F. Shuttle Fleet Plan – Maximum of 5 pages (Total Possible Score: 10 points)

Provide a Shuttle Fleet Plan describing fleet vehicle descriptions, maintenance plan for each shuttle bus. Include maintenance policies and procedures and documentation /reporting methods for repairs. The plan should include information regarding the following items:

1. All shuttle buses shall be clearly identified with logos and a paint scheme as specified by the Authority.
2. All shuttle buses must be fueled and maintained by the Shuttle Services Provider. All shuttle buses must be clean, safe and reliable, and must be cleaned daily and washed inside and out weekly; vehicle maintenance must provide a first class appearance and service reliability at all times throughout the term of the Agreement.
3. Maintenance and cleaning records for each vehicle must be kept current and available for inspection by the Authority at all times.
4. Bus storage, fueling and maintenance facilities, offices and driver facilities are the responsibility of the Shuttle Services Provider.
5. HVAC: All shuttles must have reliable air conditioning and heating systems
6. TYPE: The type of shuttle to be used should be similar in size and capacity of the Ford E450 Shuttle Bus, the shuttle currently being used to transport passengers.
7. Shuttle buses must be able to negotiate all turns and clearances of the specified routes. Respondents are responsible for measuring and documenting these field conditions prior to submitting their RFP.
8. INCIDENT MONITORING: Shuttles must be equipped with a driver/incident recording system.

G. Fee Proposal: Please organize your proposal so that it addresses each of the following items. (Total Possible Score: 45 points)

(i) Respondents shall submit a FIRM FIXED UNIT PRICE PER HOUR PER BUS for each of the initial contract years and the two option years. (This shall be included on the Cost Proposal Form.)

(ii) The FIRM FIXED UNIT PRICE PER HOUR PER BUS must be "All Inclusive" and must be based on the hours of operations specified in this document and include all buses, fuel, fuel surcharges, maintenance, personnel expenses and all ancillary equipment and miscellaneous supplies required for a professional shuttle service.

(iii) Fuel Adjustment provides for the increase of the hourly rate under this agreement in conjunction with the increase in the average cost of a gallon of fuel.

The Authority will reimburse the Carrier for the actual fuel cost per gallon until the cost of fuel exceeds \$4.00 per gallon.

Carrier shall make available to PPAP for its review all Carriers' records reflecting Carriers fuel cost for purposes of verifying the accuracy of the adjustments contemplated hereunder.

If the Carriers actual cost of fuel rises above \$4.00 per gallon there will be a surcharge. When fuel cost reach \$4.00 per gallon and for each rise of 5 cents above \$4.00 and additional 10 cents per hour will be added, but only for the period of the increase.

H. 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)

I. 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)

J. 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. The Committee will evaluate the proposals generally in accordance with the criteria itemized below. Up to three (3) of the respondents with the highest scoring proposals may be interviewed by the Selection Committee to make the final selection.

Criterion	Maximum Points
Executive Summary and Experience	5 Points
Organizational Qualifications	10 Points
Financial Stability	Pass/Fail
Operational Plan	10 Points
Fee Proposal	45 Points
Shuttle Fleet Plan	10 Points
MWBE Participation Plan	10 Points
Prior Authority Experience	5 Points
Value Added Items	5 Points
Total Points	100 Points

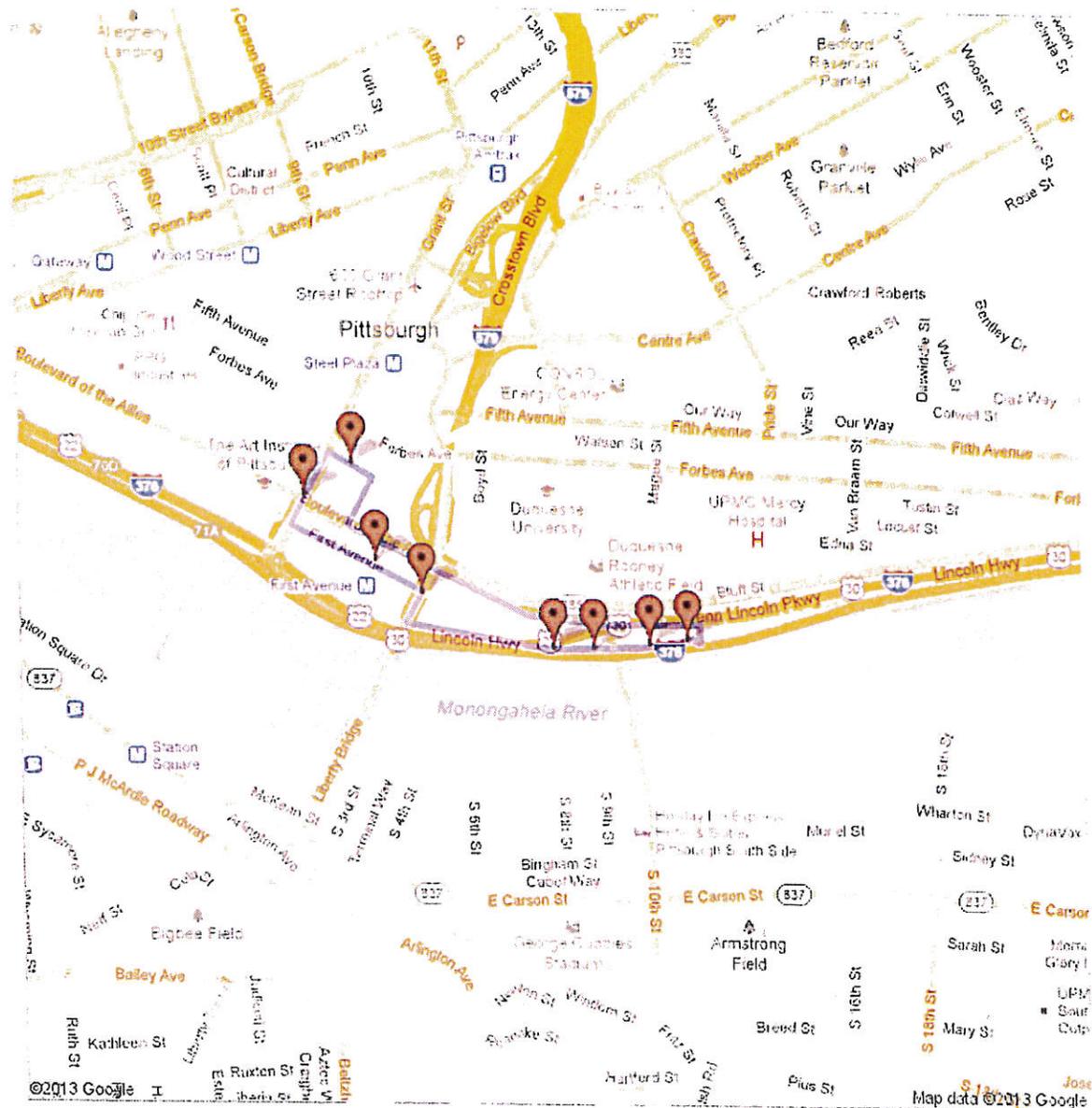
C. A shortlist of respondents may be scheduled for a structured oral presentation or interview and for discussions regarding best and final offers. Any such presentations shall be at no cost to the Authority. The Authority also reserves the right to visit the respondent's facilities. The oral interview 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 8 and this Section 9. Subject to the other terms and conditions of this RFP, the successful respondent will be recommended for contract negotiation.

D. The Authority anticipates executing a contract with the successful respondent within ten (10) days following award of the contract.

[EXHIBITS TO FOLLOW]

EXHIBIT A

Shuttle Stops Map



Route Second Avenue Shuttle

PPA shuttle route for the Second Avenue Plaza parking lot.

Unlisted 0 views
Created on May 13 · By Christopher · Updated < 1 minute ago

-  Shuttle Route
-  Shuttle Stop 1 Inside Lot
-  Shuttle Stop 2 Inside Lot
-  Shuttle Stop 3 Inside Lot
-  Shuttle Stop 4 Inside Lot
-  Shuttle Stop 5 First Ave + Municipal Court Drive
-  Shuttle Stop 6 First Ave + Ross Street
-  Shuttle Stop 7 Grant Street + Boulevard at the Allies
-  Shuttle Stop 8 Fourth Ave mid way between Grant + Ross Streets

EXHIBIT B

SHUTTLE SERVICE AGREEMENT

This SHUTTLE SERVICE AGREEMENT (the "Agreement") is entered into as of the [] day of [], 2014 (the "Effective Date"), by and between the PUBLIC PARKING AUTHORITY OF PITTSBURGH (the "Authority") having its principal place of business at 232 Boulevard of the Allies, Pittsburgh, PA 15222, and [], a [Pennsylvania corporation/limited liability company] (the "Shuttle Services Provider") having its principal place of business at [].

WITNESSETH:

WHEREAS, as more fully set forth in the request for proposals dated [], 2014 (the "RFP"), the Authority solicited proposals from firms for the provision of Shuttle Services (hereinafter defined); and

WHEREAS, the Shuttle Services Provider submitted to the Authority a proposal in response to the RFP (the "Proposal"); and

WHEREAS, the Authority selected the Shuttle Services Provider based upon the Proposal and subsequent negotiations; and

WHEREAS, the Shuttle Services Provider and the Authority desire to enter into this Agreement to set forth the terms and conditions under which the Shuttle Services Provider shall provide Shuttle Services to the Authority.

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:

TERMS AND CONDITIONS

1. **Recitals**. The foregoing recitals are hereby incorporated herein by reference.

2. **RFP and Proposal**.
 - a. The RFP and the Proposal are hereby incorporated herein by this reference. All work and deliverables described in the Proposal, the RFP and this Agreement pertaining to the Shuttle Services are referred to herein as the "Project".

- b. In the event of a conflict between the terms and conditions of this Agreement and the RFP and/or the Proposal, the terms and conditions of this Agreement shall be controlling.

3. **Term:**
 - a. The term of this Agreement shall commence on January 1, 2015 and shall terminate three years later on December 31, 2018 (the "Term").

 - b. The Authority shall have the right to extend the Term for up to two (2) successive periods of one (1) year each, by providing the Shuttle Services Provider with notice to extend the Term at least thirty (30) days prior to the expiration of the Term or the then current extended Term.

 - c. In the event the Authority elects to extend the Term, all terms and conditions in this Agreement shall remain unchanged and shall apply to all extensions of the Term.

4. **Project.** The Shuttle Services Provider shall have the following responsibilities (as more fully set forth in Section 3 of the RFP):
 - a. The Shuttle Services Provider shall operate a first class, cost-effective, efficient and reliable multi-stop shuttle service to serve the Second Avenue Parking Plaza patrons without charging a fare to the Authority's patrons (the "Shuttle Services").

 - b. The Shuttle Services Provider shall operate the Shuttle Services based on the hours, routes and service guidelines as determined by the Authority.

5. **Payment Terms.** The Authority shall pay the amount of an invoice for the Shuttle Services to the Shuttle Services Provider within forty-five (45) days after receipt of the same. All invoices shall reflect the prices set forth in the Fee Proposal attached hereto and made a part hereof as Exhibit C.

Fuel Adjustment. Fuel Adjustment provides for the increase of the hourly rate under this agreement in conjunction with the increase in the average cost of a gallon of fuel. The Authority will reimburse the Carrier for the actual fuel cost per gallon until the cost of fuel exceeds \$4.00 per gallon.

Carrier shall make available to PPAP for its review all Carriers' records reflecting Carriers fuel cost for purposes of verifying the accuracy of the adjustments contemplated hereunder.

If the Carriers actual cost of fuel rises above \$4.00 per gallon there will be a surcharge. When fuel cost reach \$4.00 per gallon and for each rise of 5 cents above \$4.00 and additional 10 cents per hour will be added, but only for the period of the increase

6. **Termination.** The Authority, for any reason whatsoever, may terminate this Agreement at any time upon sixty (60) days written notice thereof to the Shuttle Services Provider. In the event the Shuttle Services Provider is in breach of any of the provisions of this Agreement, the Authority may immediately terminate this Agreement without notice to the Shuttle Services Provider.
7. **Indemnification.** To the fullest extent permitted by law, the Shuttle Services Provider shall indemnify and hold harmless the Authority, its directors, officers, agents and employees from any and all claims, demands, suits, actions, losses, liabilities, damages or injuries (including death) to any person or property to the extent arising from or related to the acts, omissions, fault or negligence of the Shuttle Services Provider or any of the Shuttle Services Provider's directors, officers, agents, employees, representatives, contractors or subcontractors (of any tier), as the case may be, including without limitation, the intentional actions of any of the foregoing. This indemnification shall survive termination or expiration of the contract.
8. **Insurance.** The Shuttle Services Provider represents that it presently has such Professional Liability, General Liability, Automobile Liability, Excess Liability, Worker's Compensation and Employer's Liability Insurance coverage as is represented on the Certificates of Insurance attached hereto as Exhibit B. The Shuttle Services Provider agrees to maintain such coverage throughout the term of this Agreement.

- a. The Shuttle Services Provider shall provide and maintain at all times the following insurance coverage, at no cost to the Authority:

TYPE	AMOUNT
Workers Compensation	Statutory (in conformance with Pennsylvania's Worker's Compensation Act)
Shuttle Services Provider's Public Liability including Bodily Injury	Per Occurrence \$1,000,000
Shuttle Services Provider Public Liability including Property Damage	Per Occurrence \$1,000,000
Automotive Property and Bodily Injury	Per Occurrence \$1,000,000
Automotive Property Damage	Per Occurrence \$1,000,000
Umbrella Liability	Annual Aggregate \$5,000,000

- b. The Shuttle Services Provider shall add the Authority as additional insured in the amount of \$2,000,000.00.
 - c. The Shuttle Services Provider agrees to name the Authority as an additional insured on any insurance contract specified above (with exception to the workers compensation). All insurance provided hereunder will be deemed primary insurance with respect to any other insurance applicable to the Project provided by the Shuttle Services Provider.
 - d. The Shuttle Services Provider 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 Agreement 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- 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 the Shuttle Services Provider, and such coverage limits will not be deemed as a limitation of the Shuttle Services Provider obligations hereunder.
9. **Registration and Taxes.** At all times during the term of this Agreement, the Shuttle Services Provider shall maintain registration with the Department of Finance of the City of Pittsburgh (the "City"), and shall pay all taxes due and owing to the City and any other governmental entity. The Shuttle Services Provider understands and agrees that its failure to maintain such registration or pay such taxes shall be a breach of this Agreement.
10. **Default.** The occurrence of any of the following shall constitute a default and breach of this Agreement (each an "Event of Default"):
- a. A failure by a party to pay an invoice when due hereunder or, with respect to any other payments required to be made pursuant to this Agreement, within forty-five (45) days when due;
 - b. Except as otherwise provided herein, a failure by one party to observe and perform any other material provision or covenant of this Agreement to be observed or performed by such party, where such failure continues for thirty (30) days after receiving written notice thereof from the non-defaulting party; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within such thirty (30) day period, a failure by the defaulting

party to commence such cure within said thirty (30) day period and thereafter diligently prosecute the same to completion; or

- c. A party is declared insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occurs with respect to a party, such party shall immediately notify the other party of such occurrence.

11. **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting party shall have and may pursue all rights and remedies permitted by applicable law, including but limited to the following:

- a. The right to receive amounts to which such party is entitled pursuant to this Agreement; and
- b. Subject to the limitations of this Agreement, the right to seek damages from the other party with respect to the events giving rise to the termination of this Agreement.

12. **No Piggybacking.** Except as otherwise may be required by Pennsylvania law, the Authority shall not offer the ability to other municipal entities to "piggyback" onto this Agreement.

13. **Confidentiality.** The Shuttle Services Provider acknowledges that the Authority is subject to Pennsylvania's Right to Know Law and, as such, this Agreement, and the Shuttle Services Provider's dealing with the Authority, are generally available to the public.

14. **General Provisions.**

- a. **Governing Law; Choice of Venue.** This Agreement, and all agreements, documents and instruments delivered pursuant to hereto incorporated herein, unless otherwise expressly provided therein, shall be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Pennsylvania, without reference to the conflicts of laws rules of such state. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Allegheny County, Pennsylvania, to hear and determine any suit, action or proceeding and to settle any disputes, which may arise out of or in connection herewith or any transactions or documents contemplated hereby or thereby (collectively, the "proceedings"), and each party further irrevocably waives any right it may have to remove any such proceedings from any such court. Each party irrevocably waives any objection which it might now or hereafter have to

the above-named courts being nominated as the exclusive forum to hear and determine any such proceedings and agrees not to claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, that it or its property is immune from legal process for any reason whatsoever, that any such court is not a convenient or appropriate forum in each case whether on the grounds of venue or forum non-conveniens or otherwise. Notwithstanding the foregoing, each party shall have the right to apply to a court of competent jurisdiction in the United States of America or abroad for equitable relief as is necessary to preserve, protect and enforce its respective rights under this Agreement, or the transactions contemplated hereby.

- b. Further Action. Each party hereto agrees to take all further action, and to execute, acknowledge, and deliver any other documents, which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.
- c. No Agency. Nothing in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant between the parties.
- d. Amendment. The parties may not amend this Agreement orally. The parties may amend this Agreement only by writing signed by all parties to this Agreement.
- e. Waiver. Any failure of a party to comply with any obligation, covenant, agreement or condition herein may be waived, but only if such waiver is in writing and is signed by the party against whom the waiver is to be effective. Any such waiver or any failure to insist upon strict compliance with any obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.
- f. Integration. This Agreement, together with the RFP, the Proposal, the Exhibits attached hereto and any responses or correspondence to the RFP from the Shuttle Services Provider, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

- g. Counterparts. The parties hereto may execute this Agreement in any number of counterparts, each of which, when executed and delivered, shall be an original; but all such counterparts shall constitute one and the same instrument.
 - h. Severability. If any provision or provisions of this Agreement or of any of the documents or instruments delivered pursuant hereto, or any portion of any provision hereof or thereof, shall be deemed invalid or unenforceable pursuant to a final determination of any court of competent jurisdiction or as a result of future legislative action, such determination or action shall be construed so as not to affect the validity or enforceability hereof or thereof and shall not affect the validity or effect of any other portion hereof or thereof.
 - i. Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the entity and that this Agreement is binding upon the entity.
 - j. Attorney's Fees. In the event any party engages an attorney to enforce or interpret this Agreement, by legal action or otherwise, the prevailing party will be entitled to attorney's fees and all costs incurred as a result of such event.
 - k. Waiver of Jury Trial. The Shuttle Services Provider and the Authority each waive any right the respective party may have to a trial by jury on any claim, counterclaim, setoff, demand, action, or cause of action arising from or in any way related to this Agreement.
15. Assignment. The Shuttle Services Provider shall not assign this Agreement or any rights hereunder without the prior written consent of the Authority, which may be withheld in the Authority's sole discretion.
16. Successors and Assigns. All the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, personal representatives, transferees, successors and assigns.
17. Notices. Any notice required or permitted to be given by the parties shall be deemed sufficient if mailed by certified mail, return receipt requested, to the parties as follows:

If to the Authority:

Christopher Holt
Director of Project Management
Public Parking Authority of Pittsburgh
232 Boulevard of the Allies
Pittsburgh, Pennsylvania 15222

If to Shuttle Services Provider:

Except as otherwise expressly provided herein, any notice demand or other communication to a party to this Agreement that is permitted or required under this Agreement shall be given in writing, and shall be deemed to have been duly delivered (i) when delivered by personal delivery, (ii) three (3) days after being deposited with the United States Postal Service for mailing by first class mail, postage prepaid, certified mail, with return receipt requested, (iii) one business day after being deposited with a nationally recognized courier service for overnight delivery; or (iv) one business day after an email recipient acknowledges receipt of an email.

18. **Entire Agreement**: This Agreement, including all of the Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof. Nothing in this Agreement shall be construed to give the Shuttle Services Provider additional contract or other rights to perform any services for the Authority in addition to the Work described herein. This Agreement shall not be modified or changed in any respect except in writing duly signed by the parties hereto.

[SIGNATURE PAGES TO FOLLOW]

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

ATTEST:

Shuttle Services Provider

By: _____

By: _____

Name: _____

Name:

Title:

Title: _____

ATTEST:

**PUBLIC PARKING AUTHORITY OF
PITTSBURGH**

By: _____

By: _____

Name: _____

Name:

Title:

Title: _____

EXHIBIT C
to SHUTTLE SERVICES AGREEMENT
(FORM OF FEE PROPOSAL)

Proposal By: _____

Address: _____

Hours of Operation (Required In-Service Shuttle Hours Per Day)

<u>Time Period</u>	<u>No. of Shuttles in Operation</u>	<u>In-Service Shuttle Hours</u>
5:45 a.m. to 7:00 a.m.	1	1.25
7:00 a.m. to 10:00 a.m.	3	9.00
10:00 a.m. to 4:00 p.m.	1	6.00
4:00 p.m. to 7:00 p.m.	3	9.00
Total Required In-Service Shuttle Hours Per Day		25.25

Proposed Fee Schedule:

	Hours per Day	Hourly Cost of Shuttle	Total Weekly Cost	Total Annual Cost
Year 1				
Year 2				
Year 3				
1 st Option Yr 4				
2 nd Option Yr 5				

Reimbursement will be based on the actual number of shuttle hours per week.

- Breakdown of Hourly Cost:
Respondents will be required to provide a detailed breakdown of all operational costs contained in the hourly cost of the shuttle service including, but not limited to labor, supervision, non-service hours, fuel, shuttle maintenance, insurance and any other necessary costs.
- Please provide any other financial information which you feel will be helpful in evaluating your ability to successfully operate the Shuttle Services at the Pittsburgh Parking Authority's Second Avenue Plaza.

**EXHIBIT B to SHUTTLE SERVICES AGREEMENT
(CERTIFICATES OF INSURANCE)**