

CITY OF PITTSBURGH

Office of Management & Budget

on behalf of the

Department of Public Safety
Bureau of Police



Request for Proposal

for

Towing and Storage Services for
Reportable Accidents

RFP 19000049

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1 Scope of Services

1.1 Background

The Department of Public Safety, Bureau of Police, wishes to establish an Agreement(s) with service providers for towing and storage services for vehicles involved in reportable accidents for the City of Pittsburgh, Department of Public Safety, and hereafter referred to as, "City". It is the intent of the City to develop a two (2) year agreement with two, two-year extension options but City reserves the right to negotiate a different length of the agreement at its sole option.

Vehicles to be towed and stored will include but not be limited to: cars, vans, 4 x 4 trucks, light duty trucks, heavy-duty trucks

1.2 Scope Detail

It is the intent of this Request for Proposal to establish a contract with service providers for Towing and Storage Services for Vehicles involved in Reportable Accidents within the City of Pittsburgh. This proposal will be bid out by Police Zone and bidders will have the opportunity to bid on a zone as long as the company has storage facilities within two (2) miles of any City border. Service providers will be primarily responsible to operate within an assigned Police Zone, while acting as secondary service providers to an adjacent zone.

The primary provider for Zone 1 will be the backup service provider for Zone 2.
The primary provider for Zone 2 will be the backup service provider for Zone 1.
The primary provider for Zone 3 will be the backup service provider for Zone 4.
The primary provider for Zone 4 will be the backup service provider for Zone 3.
The primary provider for Zone 5 will be the backup service provider for Zone 6.
The primary provider for Zone 6 will be the backup service provider for Zone 5.

For a map of the City of Pittsburgh Police Zones, please follow the link below:

[City of Pittsburgh Police Zone Map](#)

Service providers must obtain proper licenses to tow, must have—at minimum—sufficient towing vehicles and storage facilities as outlined herein, and administer the storage lot for impounded vehicles to City requirements (see below for clarification).

Service providers will invoice the owners of towed vehicles, detailing all towing and storage charges within the parameters of the City of Pittsburgh Code and any other applicable laws. If requested by the City, service providers must cooperate with an independent audit of this program to be performed at the service provider's expense. Service providers must agree in

writing to the conditions outlined within the scope of work in its entirety or explain in detail any conditions that cannot be followed.

A. TOWING

Equipment

1. Service provider must have available, at all times, a minimum of three (3) tow trucks. The service provider must be able to provide a flatbed (which can remove two vehicles), if needed.
2. The GVWR of each tow truck used at an accident scene should be at least 17,500 lbs.
3. Service provider must have a facility capable of storing at least ten (10) vehicles at any time.

Authorization

1. All tows must be authorized by designated City personnel as determined by the Director of the Department of Public Safety.
2. Drop-off destination for vehicles involved in accidents will be authorized at the discretion of the vehicle owner. This shall not apply to incapacitated drivers
3. Tow driver must notify vehicle owner/driver in writing that they possess the ability to have vehicle towed to the destination of vehicle owner's choosing (within a 7-mile radius) or be towed to the tow driver's facility. Vehicle owner/driver must provide signature prior to tow being made
4. Any tows performed by the service provider without proper authorization will be done at the service provider's own risk.
5. City of Pittsburgh will not be responsible for the payment of any fees and/or charges for privately owned vehicles that are towed to service provider's storage location under this contract. The vendor shall directly collect payment for these services from the owner prior to releasing the vehicle.

Recovery Tows

1. All recovery tows shall be defined as those tows occurring in hazardous areas such as rivers or over embankments, and in any unusual situation where a conventional tow cannot be used or where the public welfare is in danger.
2. Prior approval for recovery tows must be granted by the City before work begins.
3. The service provider shall assess the hourly rate for recovery tows. Service provider shall also assess the rate for the extra person rate if needed. City

acknowledges an extra person may be required under special circumstances but the city or its representative must approve the use of an extra person in appropriate situations.

4. The service provider may invoice from the time the work begins on site, to the time the vehicle is towed and dropped off at the storage location. Recovery tows shall be paid at a per-hour rate plus the extra person rate (if needed), times the number of recovery vehicles required.

Response Time

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

Scheduling

The service provider will be responsible for meeting certain response times. Should service providers demonstrate a chronic pattern of poor response times, the service provider may be penalized in the form of reduced dispatches, or termination of contract. It will be the service provider’s responsibility to have a sufficient number of trucks available to perform City tows to insure that it achieves the response time requirements.

<u>Time of Day Response</u>	<u>Time</u>
Rush hour, Mon – Friday 7:00 a.m. – 9:00 a.m. 4:00 p.m. – 6:00 p.m.	Immediate to 15 minutes
After hours	15 – 25 minutes
Holidays	15 – 25 minutes

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

Cleanup of Debris

The service provider’s personnel responding to the City’s towing request are responsible for cleaning up and removing all accident-related debris at the scene. Scene must be swept clean of glass to a safe location; service provider cannot leave without police approval.

Courtesy Rides

Please clarify in proposal if the provider will give courtesy rides to drivers/passengers to the destination where the car is being towed.

Licensure, Certifications and Affiliations

Please identify any licenses, certifications, permits and affiliations with which the firm is currently engaged. This can include, but is not limited to the City Limited Towing License, AAA, US DOT, Pennsylvania PUC, and any MWDBE or Veteran Owned Business certifications.

B. STORAGE LOCATION ADMINISTRATION

The service provider shall maintain a primary storage location within a 2-mile radius of any border of the City of Pittsburgh. Storage space must be available to accommodate a minimum of ten (10) vehicles, which includes storage space for tractors and trailers. The storage location must comply with local zoning and health ordinances. At no time shall vendor store towed vehicles on public streets, alleys or other public ways, or upon unprotected private property.

The service provider must provide contact information for emergency contact for after-hours access to facility. Facility must be accessible for vehicle retrieval 5 days a week for a minimum of 6 hours per day during normal business hours. If the facility is not opened for a minimum of 4 hours per day on the weekends, a fee cannot be charge for overnight hold. The facility must have the capability to accept credit cards for payment.

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

C. COLLECTION OF FEES / RELEASE OF VEHICLE

All fees assessed under this contract shall be billed directly to the Vehicle Owner/Driver. The City shall not be responsible for any towing or storage charges resulting from tows authorized under this contract.

For purposes of assessing the storage fee, a "day" shall mean a calendar day or fraction thereof. However, the service provider shall provide a four (4) hour grace period in which it shall not charge a storage fee to a person claiming a vehicle. The 4-hour grace period shall commence at the time the vehicle is first placed in the service provider's storage location and

secured. The service provider is prohibited from assessing, charging or collecting any fees or charges to the person claiming the vehicle that are not specified in Appendix A, including but not limited to lot access fees, administrative fees and gasoline surcharges. Vehicles may be redeemed by the owner or person legally entitled to possession. Persons legally entitled to possession will include, but not be limited to, the owner, the owner's agent (with proper, notarized authorization) or lien holder. Release to any other individual must be approved by the Chief of the Police Bureau.

The service provider must present a written, itemized receipt to customer upon release of vehicle.

Towing fees are listed in Appendix A (Towing Ordinance – Sec 525.01 – Pittsburgh City Code)

D. RECORD KEEPING AND AUDITING

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

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

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

Auditing

The City reserves the right to audit the service provider as it relates to the execution of the contract. As such, the service provider shall maintain complete up-to-date records related to each tow, and cooperate with an independent audit of this program to be performed by a third party auditor at the service providers expense.

E. OTHER

Body shop affiliation

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

Confidentiality

Service provider agrees not to divulge or release any information obtained in conjunction with any aspect of its performance under this contract, except authorized City personnel or upon prior written approval of the City Solicitor. As condition of the contract service provider may be asked to sign a confidentiality and/or non-disclosure agreement.

Interpretation

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

Compliance with laws

Service provider shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are or should be applicable to any work performed under this agreement.

Personnel

The awarded service provider will do criminal background checks upon request from the City of Pittsburgh, on any/all employees or prospective employees at the awarded service provider's expense. A copy of the requested background check must be supplied to the City of Pittsburgh. Random drug testing, as per the Commonwealth of Pennsylvania Motor Vehicle Code for "Commercial Driver's License" (CDL), must be done through a certified vendor at the Service provider location, and at no cost to the City. Results of these tests must be provided upon request to the City of Pittsburgh, Bureau of Police.

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

The service provider shall insure that all of its personnel responding to a City tow are in uniform, which must display the name of the driver and the service provider's name. The service

provider shall insure that its personnel will display patience, tact, and courtesy when dealing with persons claiming ownership of towed vehicles. The service provider shall not knowingly or negligently create situations that would cause unfavorable attitudes toward the City of Pittsburgh.

F. REPORTS AND DOCUMENTATION

All reports and documentation provided by the service provider shall be property of the City of Pittsburgh.

All data records and work product shall be regarded by the service provider as confidential.

All data records and work products shall be held by the service provider for seven years and shall be the property of the City of Pittsburgh.

1.3 Appendix Items

Appendix A – Towing Rates – Sec 525.02 – Pittsburgh City Code

The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.

2 Tentative Schedule of Events

The following represents the tentative schedule for this project. Any change in the scheduled dates for the Pre-Proposal Conference (if applicable), Deadline for Submission of Written Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP released:	February 8, 2019
Cut-off for questions:	February 22, 2019
Proposal submission deadline:	March 8 at 4 PM
Proposal Review & Supplier Scoring	March 2019
Contract award:	March 2019

Council Approval

April 2019

Start date:

Date of Contract Execution

3 Proposal Format

3.1 Format Requirements

Each response to this RFP shall include the information described in this section. Provide the information in the specified order in a single Word or PDF document format. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

3.1.1 Section A: Firm's Qualifications, Experience & References

Describe the firm and provide a statement of the firm's qualifications for providing the scope of services. Provide any additional Licenses of affiliations that speak to the firms qualifications.

3.1.2 Section B: Project Approach and Plan

Specify how the firm intends to meet the criteria described in this solicitation including the equipment requirements, adhering to response times, record keeping, and the maintaining of documents for possible audit.

3.1.3 Section C: Licensure and Affiliations

Provide copies of all business licenses, including those for any parking lots operated by the firm (see Sec 763.01 of Pittsburgh City Code for further details).

Describe any affiliations the firm is currently engaged in, including, but not limited to AAA, US DOT, PUC, etc.

3.2 Submittal Requirements

1. All applicants must register on Beacon to submit a bid for this opportunity. The registration link can be found here: <http://pittsburghpa.gov/beacon/registration.html>

2. Once registered, applicants must login and find the RFP that they intend to apply to. The list of RFPs can be found here: <http://pittsburghpa.gov/beacon/bid-opportunities.html>
3. If additional assistance is needed with registration or submitting a proposal in response to the RFP, please email support webprocure-support@proactis.com or call the support line at 866-889-8533.
4. Bidding participants must submit their proposals electronically within the eProcurement tool located on Beacon by the submission deadline.
5. Bidding participants are required to provide one (1) electronic copy of their proposal in either MS Word or PDF by the submission deadline.
6. Questions regarding proposals should be delivered **ONLY** to the OMB RFP Coordinator:

Mr. Daniel Tobin
Sourcing Specialist
Office of Management and Budget
City-County Building, Room 502
414 Grant Street
Pittsburgh, PA 15219
daniel.tobin@pittsburghpa.gov
7. If the RFP Coordinator above is not available, please email vendors@pittsburghpa.gov
8. Additional submission considerations:
 - a. Late proposals will not be accepted or considered. Bidding participants should allow enough time to register company on Beacon, search the solicitation they wish to respond to and complete the submission process online before the deadline.
 - b. The City of Pittsburgh shall not be responsible for proposals delivered to a person or location other than that specified herein.
 - c. All submittals, whether selected or rejected, shall become the property of the City of Pittsburgh and will not be returned.
 - d. All costs associated with proposal preparation shall be borne by the applicant.

4 Evaluation & Selection

4.1 Selection Procedure

- A. Your Proposal will be evaluated by a Proposal Committee comprised of the Director or other supervisor of the Using Department, one or more members of the Director's staff, at least one member of the Office of Management & Budget and any other department representatives as deemed necessary.

- B. Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the criteria listed below. The firm(s) submitting the highest rated proposal may be invited for interviews.

4.2 Criteria

All proposals will be evaluated using the following criteria:

- Firm's Qualifications, Experience and References
- Project Approach and Plan
- Licensure and Affiliations

5 Award & Contract

5.1 Award

After the City has received all Proposals and conducted its initial Evaluation, described above, the Proposal Committee may invite one or more Respondents to a follow-up interview to further discuss their Proposal(s).

The Proposal Committee may decide to accept the Proposal of one or more Respondents. It may decide to reject all proposals. Once a Proposal is accepted, the contract negotiation process will commence. This RFP and your response to it, in the form of your entire Proposal, will become part of the Contract. If a real or apparent conflict should arise between this RFP/Proposal and other language contained in the final Contract, the language of the final Contract shall control.

5.2 Contracting Process

Successful Respondents will be required to enter into a Contract with the City of Pittsburgh, contingent upon the approval of City Council. This Contract will be directed and managed by the issuing department and the Office of Management & Budget.

Work cannot commence on the Scope of the RFP until it a contract is fully executed. The City cannot process invoices nor approve payments until this Contract has been fully executed by the Respondent and all required City signatories, including the issuing department, the Law Department, and the City Controller.

City laws and policies mandate the incorporation of various custom terms and conditions into all City contracts (see Appendices). For this reason the City will not sign any standard contract proffered by the Respondent.

An agreement shall not be binding or valid with the City unless and until it is fully executed by authorized representatives of the City and of the Proposer. Once the Contract is fully executed the City will notify Respondent in writing and give the order to proceed.

6 General Terms & Conditions

6.1 Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Respondent that they:

- 6.1.1 Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of the proposal
- 6.1.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 6.1.3 Represent that all information contained in the proposal is true and correct.
- 6.1.4 Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other proposer in regard to the amount, terms or conditions of this proposal.
- 6.1.5 Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by a proposer, and proposer hereby

grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on the grounds that the proposer was not fully informed to any fact or condition.

6.2 RFP Term

Respondent's proposal shall remain firm and effective, subject to the City's review and approval, for a period of one hundred twenty (120) days from the closing date for the receipt of proposals.

The City may enter into negotiations with one or more Respondents during the one hundred twenty (120) day period during which all proposals will stay effective. The purpose of such negotiations will be to address questions and identify issues as the parties move towards the execution of a final contract or contracts.

6.3 RFP Communications

Unauthorized contact regarding this RFP with employees or officials of the City of Pittsburgh other than the RFP Coordinator named in Section 4.2 of this document may result in disqualification from this procurement process.

Neither Respondent(s) nor any person acting on Respondent(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Pittsburgh, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated RFP Coordinator identified in Section 4.2 of this document. Outside of pertinent RFP questions directed to the City of Pittsburgh as specified above, any other attempts to contact any City of Pittsburgh personnel regarding this RFP, without prior approval by the contact listed in Section 4.2, will be considered grounds for dismissal and immediate disqualification from the RFP process. This includes, but is not limited to, all verbal, voice, text, e-mail, and social media (e.g. – LinkedIn) contact.

6.3.1 Interested parties must direct all communications regarding this RFP as outlined in this document.

6.3.2 The City shall not be responsible for nor bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

6.3.3 Each proposer shall assume the risk of the method of dispatching any communication or proposal.

6.3.4 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Deadline for Submission Questions listed in the tentative project schedule.

6.3.5 The City reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The City's official responses and other official communications pursuant to this RFP shall constitute an addendum of this RFP.

6.3.6 The City will publish all official responses and communications pursuant to this RFP to the City of Pittsburgh procurement website. It is the responsibility of each proposer to check the site and incorporate all addenda into their response.

All addenda for this RFP will be distributed via the City of Pittsburgh procurement website at procurement.pittsburghpa.gov/beacon/opportunities

6.3.7 Only the City's official, written responses and communications shall be considered binding with regard to this RFP.

6.4 Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the City as outlined in Section 4.2 of this document.

6.5 Withdrawal of Proposals

A proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in this RFP by delivering a written request for withdrawal signed by, or on behalf of, the proposer.

6.6 Public Record

Respondent, by submittal of a proposal, acknowledges that all proposals may be considered public information in accordance with the Commonwealth of Pennsylvania Right to Know laws. Subject to award of this RFP, all or part of any submittal may be released to any person or firm who may request it. Therefore, proposers shall specify in their proposal response if any portion of their submittal should be treated as proprietary and not releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge. Any information considered proprietary should be indicated as such or not included in the response.

6.7 Non-Conforming Proposal

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

6.8 Disqualification

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

6.8.1 Evidence of collusion, directly or indirectly, among proposers in regard to the amount, terms or conditions of this proposal;

6.8.2 Any attempt to improperly influence any member of the evaluation team;

6.8.3 Existence of any lawsuit, unresolved contractual claim, or dispute between the proposer and the City;

6.8.4 Evidence of incorrect information submitted as part of the proposal;

6.8.5 Evidence of proposer's inability to successfully complete the responsibilities and obligation of the proposal; and

6.8.6 Proposer's default under any previous agreement with the City, which results in termination of the agreement.

6.9 Restrictions on Gifts and Activities

The City of Pittsburgh Ethics Code and Chapter 198 of the City Code (Code of Conduct) was established to promote public confidence in the proper operation of our local government. These resources outline the requirements for disclosure of interests and restricted activities as related to public procurement processes. Proposers are responsible to determine the applicability of these requirements to their activities and to comply with its requirements.

6.10 Rights of the City of Pittsburgh

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- A.** Reject any and all proposals;
- B.** Issue subsequent Requests for Proposals;
- C.** Cancel this RFP with or without issuing another RFP;
- D.** Remedy technical errors in the Request for Proposals process;
- E.** Approve or disapprove the use of particular sub-consultants;

- F. Make an award without further discussion of the submittal with the proposer (therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose);
- G. Meet with select proposers at any time to gather additional information;
- H. Make adjustments to the scope of services at any time if deemed by the Office of Management and Budget to be in the best interest of the City;
- I. Accept other than the lowest offer.
- J. Waive any informality, defect, non-responsiveness, or deviation from this RFP that is not material to the Respondent's proposal;
- K. Reject the proposal of any Respondent who, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City;
- L. Reject the proposal of any Respondent who, in the City's sole judgment, is financially or technically incapable of performing in accordance with this RFP;
- M. Negotiate with any, all, or none of the Offerors and to enter into an agreement with another Offeror in the event that the originally selected finalist defaults or fails to execute an agreement with the City.
- N. Award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results; and/or
- O. Enter into an agreement with another proposer in the event the originally selected proposer defaults or fails to execute an agreement with the City.
- P. Require a performance bond and/or other "failure to deliver" agreement by the awardee at time of contracting.

7 Miscellaneous Requirements

7.1 Acknowledgements

A. Conflict of Interest

By submission of a proposal to this RFP, Respondent agrees that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services required under this RFP.

B. Code of Ethics

By submission of a proposal to this RFP, Respondent agrees to abide by the Code of Ethics of The City of Pittsburgh. The full Ethics Handbook can be found here:
http://pittsburghpa.gov/personnel/files/policies/10_Ethics_Handbook.pdf

C. Fair Trade Certification

By responding to this RFP, the Respondent certifies that no attempt has been made, or will be made, by the Respondent to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition.

D. Non-Disclosure

By responding to this RFP, the Respondent acknowledges they may be required to sign a Non-Disclosure Agreement during the contracting process if they are the successful bidder.

E. Debarment

This RFP is also subject to Section 161.22 of the City of Pittsburgh Code related to debarment from bidding on and participating in City contracts.

F. Financial Interest

No proposal shall be accepted from, or contract awarded to, any individual or firm in which any City employee, director, or official has a direct or indirect financial interest in violation of applicable City and State ethics rules. Entities that are legally related to each other or to a common entity which seek to submit separate and competing proposals must disclose the nature of their relatedness.

G. Full Fee Disclosure

Pursuant to Section 161.36 of the Pittsburgh City Code, a Respondent must include a disclosure of any finder's fees, fee splitting, firm affiliation or relationship with any broker-dealer, payments to consultants, lobbyists, or commissioned representatives or other contractual arrangements of the firm that could present a real or perceived conflict of interest.