CITY OF PITTSBURGH
Office of Management & Budget

on behalf of the

Bureau of Neighborhood Empowerment

Request for Proposal

for

On-Site Child Care Services

RFP 18000110

Release Date: February 16, 2018
Submittal Deadline: March 16, 2018
no later than 4:00pm EST
# Table of Contents

1. Introduction ........................................................................................................................................... 3
2. Background ........................................................................................................................................... 4
3. Tentative Schedule of Events ............................................................................................................... 5
4. Scope of Services ................................................................................................................................. 6
   4.1 Scope Detail ...................................................................................................................................... 6
4. General Terms & Conditions ................................................................................................................. 5
   5.1 Examination of Proposal Documents ........................................................................................ 5
   5.2 RFP Term ...................................................................................................................................... 8
   5.3 RFP Communications ................................................................................................................ 8
   5.4 Addenda/Clarifications ............................................................................................................. 10
   5.5 Withdrawal of Proposals ....................................................................................................... 10
   5.6 Public Record .......................................................................................................................... 10
   5.7 Non-Conforming Proposal .................................................................................................... 10
   5.8 Disqualification ........................................................................................................................ 10
   5.9 Restrictions on Gifts and Activities .................................................................................... 11
   5.10 Rights of the City of Pittsburgh .......................................................................................... 11
6. Miscellaneous Requirements .............................................................................................................. 12
   6.1 Acknowledgements ................................................................................................................. 12
7. Equal Opportunity ............................................................................................................................... 13
   7.1 MWE/DBE ................................................................................................................................ 13
   7.2 Veteran-Owned Small Business .............................................................................................. 13
   7.3 Good Faith Commitment ......................................................................................................... 13
8. Format & Submittal Requirements ...................................................................................................... 14
   8.1 Format Requirements .............................................................................................................. 14
      8.1.1 Cover Letter .................................................................................................................. 14
      8.1.2 TAB A: Firm’s Qualifications, Experience & References .......................................... 14
      8.1.3 TAB B: Qualifications of Team ............................................................................... 15
      8.1.4 TAB C: Project Approach and Plan ..................................................................... 15
8.1.5 TAB D: Cost Proposal ................................................................. 15
8.1.6 TAB E: Required Statements .................................................. 15
8.1.7 TAB F: Exceptions ................................................................. 15
8.2 Submittal Requirements ............................................................ 16
9 Evaluation & Selection ............................................................... 17
  9.1 Selection Procedure .............................................................. 17
  9.2 Criteria ..................................................................... 17
10 Award & Contract ................................................................. 18
  10.1 Award .................................................................. 18
  10.2 Contracting Process ....................................................... 18
11 Appendices .................................................................. 18
  11.1 Attachment(s) Listing ....................................................... 18
To All Prospective Bidders:

The City of Pittsburgh Office of Management and Budget on behalf of the Bureau of Neighborhood Empowerment invites you to submit a proposal for City of Pittsburgh On-Site Child Care Services. This program will provide an on-site child care company to support the needs of City employees as well as to encourage parents/guardians of young children to attend City-sponsored community meetings as designated by the Mayor.

Any questions in regard to this RFP should be submitted in writing no later than 4pm on March 2, 2018 and directed to:

Edward Pikula
Procurement Coordinator
Office of Management and Budget
City-County Building, Room 502
414 Grant Street
Pittsburgh, PA 15219
Email: edward.pikula@pittsburghpa.gov

All proposals will be due by 4pm EST on March 16, 2018 as described in the Timeline section of this RFP. The Committee will announce the Awardee in March.

Sincerely,

Jennifer L. Olzinger
Assistant Director/Procurement Manager
Office of Management and Budget
2 Background

The Mayor's Office, and the Bureau of Neighborhood Empowerment are seeking proposals from qualified firms to provide on-site child care. Child care services required include at-work child care during the fifteen days that the City remains open while Pittsburgh Public Schools are closed as well as providing on-site child care during twenty City-sponsored community meetings as designated by the Mayor.

The Bureau of Neighborhood Empowerment was created in 2014 as a key strategy to build our city's low and moderate income neighborhoods from the ground up by addressing issues surrounding affordable and mixed income housing, education and youth development, immigrant, veteran, LGBT and challenged populations, nonprofit and faith-based community initiatives, small business development, economic opportunity, and equity and inclusion in the City of Pittsburgh. For these groups as well as for City employees, lack of on-site child care services at events often poses a barrier to attendance and participation.
3 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 16, 2018
Cut-off for questions: March 2, 2018 4pm EST
Proposal submission deadline: March 16, 2018 4pm EST
Proposal Review & Supplier Scoring: Week of March 19, 2018
Contract award: April 2018
EORC Submission: April 9, 2018
Council Approval: April 2018
Project start date: Date of Contract Execution
4 Scope of Services

4.1 Scope Detail

The Mayor’s Office seeks to contract a qualified company to provide on-site child care. Services required include full day child care services to be provided to City employees during 15 days during the school year as well child care services provided to constituents at 20 City-sponsored community meetings and events as designated by the Mayor.

Full day child care services would be required for a length of 9 hours on-site at the City County Building. Community meetings and events based child care services would be required for a length of 3 hours on-site at various locations throughout the City.

4.1.1 Staff Clearances and Training Requirements

The on-site child care company will provide digital copies of all staff clearances and training requirements that are listed below.

A. All staff person(s) shall be 18 years of age or older - Proof of age will be required.
B. Pediatric CPR & First Aid Certification - Proof of current certification
C. FBI Clearance - Proof of a FBI clearance dated within one year will be required.
D. Child Abuse Clearance - Proof of Child Abuse Clearance dated within one year will be required.
E. Pennsylvania Criminal History Clearance - Proof of Criminal History Clearance dated within one year will be required.

4.1.2 Proposal Requirements

The on-site child care company will provide the following in their proposal response.

A. Staff Qualifications
B. Staff to child ratio
C. Age limitations
D. Venue limitations and space requirements
E. Proof of liability insurance
F. Rules and regulations that company follows
G. Examples of waivers or documentation that parents will receive
H. List of experience with similar events
I. Examples of developmentally appropriate activities and materials provided to children during child care session
J. Example schedules of on-site child care session
4.1.3 Equal Opportunity - Good Faith Commitment

A. To meet the goals listed in Section 7 Equal Opportunity, bidding participants are expected to solicit certified MBE/WBE/VOSB companies for various service categories where opportunities exist to subcontract within their company’s business model.

B. Bidding participants are expected to utilize Appendix B to document their efforts and provide the backup documentation of their communication efforts with their proposal response in Tab E: Required Statements.

C. The City encourages bidding participants to solicit all certified MWDBE/VOSB companies to subcontract with in service categories where opportunity exists within their business model.

D. Bidding participants that are interested in submitting a bid should notify the RFP coordinator. Please specify in your notification if your company will be acting as the prime contractor or sub-contractor. Sub-contractors will need to additionally note what services the company can provide so contact information of interested participants can be posted with any addendums to assist with vendor partnering to submit a proposal.

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.
5.1 **Examination of Proposal Documents**

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

- **5.1.1** Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of the proposal

- **5.1.2** Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.

- **5.1.3** Represent that all information contained in the proposal is true and correct.

- **5.1.4** 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.

- **5.1.5** 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.

5.2 **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.

5.3 **RFP Communications**

Unauthorized contact regarding this RFP with employees or officials of the City of Pittsburgh other than the RFP Coordinator named in Section 1 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 1 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 1, 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.

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

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

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

5.3.4 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.

5.3.5 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.

5.3.6 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

5.3.7 Only the City’s official, written responses and communications shall be considered binding with regard to this RFP.
5.4  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 8.2 of this document.

5.5  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.

5.6  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 Cover Letter 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.

5.7  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.

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

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

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

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

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

5.8.5  Evidence of proposer’s inability to successfully complete the responsibilities and
        obligation of the proposal; and
5.8.6 Proposer’s default under any previous agreement with the City, which results in termination of the agreement.

5.9 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.

5.10 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.
6 Miscellaneous Requirements

6.1 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.
7 Equal Opportunity

7.1 MWE/DBE
The City of Pittsburgh is committed to the ideal of providing all citizens an equal opportunity to participate in City and its Authorities’ contracting opportunities. It is therefore the City’s goal to encourage increased participation of women and minority groups in all City contracts.

The City requires that all bidders demonstrate good faith efforts to obtain the participation of Minority-Owned Business Enterprises (MBE’s) and Women-Owned Business Enterprises (WBE’s) in work to be performed under City contracts. The levels of MBE and WBE participation will be monitored by the City of Pittsburgh’s Equal Opportunity Review Commission (EORC).

In order to ensure that there are opportunities for historically disadvantaged minority groups and women to participate on Covered Contracts, and consistent with the City’s current equal employment opportunity practice and goals, the EORC will review contracts to include an evaluation of a developer/contractor’s employment of minority groups and women, and encourages goals of eighteen (18) percent and seven (7) percent participation respectively.

7.2 Veteran-Owned Small Business
It is also the City’s goal to encourage participation by veteran-owned small businesses in all contracts. The City of Pittsburgh shall have an annual goal of not less than five (5) percent participation by veteran-owned small businesses in all contracts. The participation goal shall apply to the overall dollar amount expended with respect to the contracts.

The City requires that all bidders demonstrate good faith efforts to obtain the participation of veteran-owned small business in work to be performed under City contracts. The levels of veteran-owned participation will be monitored by the City of Pittsburgh’s EORC.

7.3 Good Faith Commitment
In order to demonstrate good faith commitment to these goals, all bidders are required to complete the attached MDE/WBE/Veteran-Owned Solicitation and Commitment Form (which details the efforts made by the bidder to obtain such participation). Failure to submit this form along with all documented correspondence to potential MDE/WBE/Veteran-Owned subcontractors may result in rejection of the proposal.

For further information, including definitions and additional requirements, please see Chapter 177A (Sections 177A.01 et. seq.) of the City Code and Section 161.40 of the City Code.
8 Format & Submittal Requirements

8.1 Format Requirements
Each response to this RFP shall include the information described in this section. Provide the information in the specified order. 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.

If additional hard copies are requested in Section 8.2 Submittal Requirements, the proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tagged in accordance with this Section as specified below. All proposals will need to be provided electronically so the following format will apply for the electronic submittal through the Beacon website.

8.1.1 Cover Letter
A cover letter should be submitted with the following information:
- Title of this RFP
- Name and Mailing Address of Firm (including physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number)
- Acknowledgement that all proposals may be considered public information in accordance with the Commonwealth of Pennsylvania Right to Know Laws as described in Section 5 of this document.
- The Cover Letter must be signed by an officer empowered by the firm to sign such material and thereby commit the firm to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.
- If you, as an individual, or if any principal or employee of your firm, has a relationship or knowledge of, or contact with any official or employee of the City; that relationship, knowledge, or contact should be stated and described in your Letter of Transmittal.

8.1.2 TAB A: Firm’s Qualifications, Experience & References
Describe the firm and provide a statement of the firm’s qualifications for providing the scope of services. Identify the services which would be completed by your firm’s staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you proposed to utilize to supplement your firm’s staff.
Provide a summary of the firm’s experience in providing these or similar services. Provide a minimum of three references for related projects, including dates, contact person, phone number, email, and a brief description of the project or scope of work.

8.1.3 TAB B: Qualifications of Team
Provide a brief summary of the qualifications and experience of each team member assigned to this project, including length of service with the firm and resume/bio, and the qualifications/experience of any sub-consultant staff on your project team.

8.1.4 TAB C: Project Approach and Plan
Provide a detailed discussion of your firm’s approach to the successful completion of the scope of services outlined in this RFP. Include thorough discussions of methodologies you believe are essential to accomplishing this project or completing the scope of services. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff roles who would be assigned to each major task, including sub-consultants.

8.1.5 TAB D: Cost Proposal
Provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by major phase and/or deliverable as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses (e.g., travel) requested to be paid by the City. Note: If travel expenses are included, the rate assumptions generally should not exceed the United States General Services Administration (GSA) rates for Pittsburgh.

PLEASE NOTE: The City does not agree to late fees, penalties, interest, attorney’s fees or other contingent liability. In no event shall the City be liable for special, indirect, incidental, reliance, lost profits or other business interest damages.

8.1.6 TAB E: Required Statements
Include statements of assurance regarding the following requirements detailed in Section 7 of this document:

- Applicable completed MWE/DBE & Veteran-Owned Small Business Solicitation & Commitment Form (Appendix B)

8.1.7 TAB F: Exceptions
Describe any and all proposed exceptions, alterations, or amendments to the Scope of Services or other requirements of this RFP, including the City of Pittsburgh Sample Professional Services Agreement. This section shall be clearly marked “Proposed Exceptions” in your submittal. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City’s determination of whether it is possible to successfully negotiate a contract with your firm.
8.2 Submittal Requirements

A. All bidding participants must register their company on Beacon to submit a bid for this opportunity. Registration link: http://pittsburghpa.gov/beacon/registration.html

B. Bidding participants must submit their proposals electronically on Beacon by the date and time outlined in Section 1 of this document.

C. Bidding participants are to provide the following:
   • One (1) electronic copy of your proposal in either MS Word or PDF format to be submitted in Beacon. Bidding participants will need to register their companies, login and submit their electronic proposals in the appropriate RFP solicitation they intend to bid on. http://pittsburghpa.gov/beacon/bid-opportunities.html

D. Questions regarding proposals should be sent ONLY to the RFP Coordinator:
   
   Edward Pikula  
   Procurement Coordinator  
   Office of Management and Budget  
   City-County Building, Room 502  
   414 Grant Street  
   Pittsburgh, PA  15219  
   edward.pikula@pittsburghpa.gov

E. The City of Pittsburgh shall not be responsible for proposals delivered to a person or location other than that specified herein.

F. Late proposals shall not be accepted or considered.

G. All submittals, whether selected or rejected, shall become the property of the City of Pittsburgh and will not be returned.

H. All costs associated with proposal preparation shall be borne by the Respondent.
9 Evaluation & Selection

9.1 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.

9.2 Criteria

All proposals will be evaluated using the following criteria:

- Firm’s Qualifications, Experience and References (30%)
- Qualifications of Team (20%)
- Project Approach and Plan (15%)
- Cost Proposal (25%)
- MWDBE/VOSB Good Faith Effort (10%)
10 Award & Contract

10.1 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.

10.2 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. A copy of the City's Standard Professional Services Contract is attached for your review.

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.

11 Appendices

11.1 Attachment(s) Listing
   Appendix A – Sample Professional Services Agreement
   Appendix B – MWDBE and Veteran-Owned Solicitation and Commitment Form
PROFESSIONAL SERVICE AGREEMENT

MADE __________________________, 2017.

BETWEEN

CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "CITY";

AND

________________________________ located at ____________________________,
hereinafter called "CONSULTANT".

WITNESSETH:

WHEREAS, CITY requires professional services to perform ___________________________ ("the Project"); and

WHEREAS, CONSULTANT is possessed of professional experience and expert skill and is qualified to perform the required services; and

WHEREAS, CITY desires to engage CONSULTANT upon the terms and conditions hereinafter set forth, and CONSULTANT is willing to accept such engagement upon such terms and conditions;

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

1. **SCOPE OF WORK:** CITY hereby engages CONSULTANT as an independent contractor to perform ___________________________, and CONSULTANT hereby agrees to perform said services upon the terms and conditions hereinafter set forth. A complete Project Scope of Work is attached hereto and incorporated herein as Exhibit A.

2. **COMPENSATION:** As full compensation for the performance of said professional services, CITY shall pay CONSULTANT and CONSULTANT shall accept a fee not to exceed ___________________________. CONSULTANT agrees that no terms herein, or hereinafter included via a separate document, purchase order or other additional agreement, lead to contingent liability for the CITY, including but not limited to, late fees, penalties and / or interest for
overdue payments. In no event shall the CITY be liable to CONSULTANT for special, indirect, incidental, reliance, lost profits or other business interest damages. A Project Budget is attached hereto and incorporated herein as Exhibit B.

3. **METHOD OF PAYMENT:** Payment of said fee shall be made upon completion of said professional services in a manner satisfactory to CITY, and after receipt and approval by CITY of a certified invoice, itemizing the services performed and the rates charged for such service.

4. **PAYMENT OF TAXES AND SET-OFF:** CONSULTANT warrants that any and all taxes or municipal claims that may be payable to the City of Pittsburgh by CONSULTANT are current and not delinquent. If CITY determines that there is an outstanding delinquency or if any taxes or municipal claims become delinquent and owing during the term of this contract or prior to final payment by CITY, CONSULTANT hereby grants CITY the right to set-off that indebtedness against any amounts owing to CONSULTANT under the terms of this contract. CITY reserves the right to apply set-off payments in whatever manner it deems appropriate.

5. **TERM OF AGREEMENT:** The term of this Agreement shall commence on ________________ and shall last ________________.

6. **INTERRUPTION: POSTPONEMENT: ABANDONMENT:** In the event that the work herein contemplated, or any part thereof, shall be interrupted, postponed, or abandoned due to circumstances which CITY considers to be in its best interests, CONSULTANT shall not be entitled to any further payment for such work or portion thereof beyond and in excess of the amount due at that time, in accordance with Paragraph 3 hereof; and final payment shall be based on the proportionate amount of the fee earned to such date.

7. **EXTRA SERVICES:** If extra services are required for satisfactory completion of the work or any phase thereof, and extra costs are thereby necessarily incurred by CONSULTANT, CONSULTANT may be reimbursed only upon approval of the City Solicitor pursuant to proper legislative action by CITY. However, CITY shall not reimburse CONSULTANT for any extra services occasioned by interruption, postponement, or abandonment of the work because of circumstances which CITY deems to be to its best interests. In such cases, CITY shall pay only the cost of services rendered up to the time of such interruption, postponement, or abandonment, pursuant to paragraph 6 hereof.

8. **MONITORING AND EVALUATION:** All services provided under this Agreement shall be subject to monitoring and evaluation by CITY or its authorized representatives. CONSULTANT shall supply CITY with written reports on program activity, in a form approved by CITY, as CITY may, from time to time, require. CONSULTANT shall provide CITY with such additional information and data as may be periodically required by federal or state authorities, or by CITY itself. Authorized representatives of CITY shall have access to the books and records maintained by CONSULTANT with respect to any services or materials provided to CITY pursuant to this Agreement at all reasonable times and for all reasonable purposes, including, but
not limited to, inspecting and copying any books, records, memoranda, checks, correspondence or other relevant documents. All such books and records shall be preserved by CONSULTANT for a period of three (3) years after the termination of this Agreement.

9. **RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE:**

   a. Definition. The term "data", as used in this Agreement, includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representations.

   b. Rights in data. All data developed pursuant to this Agreement shall belong solely and exclusively to CITY, and CITY shall have the full right to use such data for any official purpose and in whatever manner is deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

   c. Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright by CONSULTANT in the United States of America or in any other country. CONSULTANT hereby relinquishes, or shall cause to be relinquished, any and all copyrights and/or privileges to data developed or prepared under this Agreement without any additional payment to CONSULTANT therefore. CONSULTANT agrees at the request of the CITY to include a copyright notice indicating the date of publication and identifying CITY as the copyright owner on any materials produced under this Agreement. CONSULTANT shall not include in the data any copyrighted matter unless CONSULTANT obtains the prior written approval of the City Solicitor and provides the said Director with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein.

10. **CONFIDENTIALITY:** CONSULTANT agrees not to divulge or release any information or data developed or obtained in conjunction with any aspect of its performance under this Agreement, except to authorized CITY personnel or upon prior written approval of the City Solicitor.

11. **WORKER'S COMPENSATION:** CONSULTANT hereby certifies that it has accepted the provisions of the Worker's Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Agreement is concerned, and that it has insured its liability thereunder in accordance with the terms of the said Acts, as evidenced by the certificate of insurance it has caused to be attached
hereto, or that it has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

12. **COMPLIANCE WITH LAWS:** CONSULTANT 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. As part of such compliance, CONSULTANT agrees to accept and comply in full with all provisions, terms and conditions set forth within the City of Pittsburgh Code and contracts. The CONSULTANT shall be held to agree to these provisions for itself, its successors and assigns.

13. **ANTI-DISCRIMINATION:** CONSULTANT shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job-related handicap, or sexual orientation. CONSULTANT shall comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V - Discrimination, and any amendments thereto. CONSULTANT shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. CONSULTANT shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.

14. **ASSIGNMENT: SUBCONTRACTING:** CONSULTANT shall not assign this Agreement or any right to monies to be paid hereunder without the written consent of CITY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of CITY.

15. **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.

15.1. **ORDER OF PRECEDENCE FOR CONFLICTING DOCUMENTS:** Unless otherwise noted herein, in the event of a conflict between this Agreement and the various exhibits, the order of precedence shall be:
   i. This Agreement,
   ii. Exhibit A.

16. **INSURANCE:** CONSULTANT shall maintain insurance in the amount specified in this Section and shall keep the CITY listed as an additional insured on such policy throughout the term of the Agreement. Attached hereto as part of Exhibit C and incorporated herein is a certificate of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverage(s) and specifically identifying the City of Pittsburgh as an additional insured (for general liability), which insurance shall be non-cancelable, except upon thirty (30) days prior written notice to CITY:
<table>
<thead>
<tr>
<th></th>
<th>Individual Occurrence</th>
<th>Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$500,000.00</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$500,000.00</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory limits</td>
<td></td>
</tr>
</tbody>
</table>

All premiums shall be at the expense of CONSULTANT. All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event that the term of said insurance shall expire prior to the expiration of the term of this Agreement or the completion of all services required hereunder, whichever shall occur later, CONSULTANT shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal, and also identifying the City of Pittsburgh as an additional insured, to be forwarded to the Mayor's Office.

All premiums shall be at the expense of CONSULTANT.

**NOTE:** CITY WILL MAKE FINAL DETERMINATION OF INSURANCE REQUIRED UPON SELECTION OF A RESPONDER.

17. **DEBARMENT:** CONSULTANT warrants that it is not prohibited from entering into this Agreement with the CITY by reason of disqualification under subsection (b) of Section 161.22 of the Pittsburgh Code. An affidavit certifying compliance with this Section is attached hereto as Exhibit D and is incorporated into and made a part of this Agreement.

18. **STATEMENT OF AFFILIATIONS:** CONSULTANT herewith files a Statement of Affiliations with the CITY, attached hereto as Exhibit E, in compliance with Section 197.08(c) of the Pittsburgh Code.

19. **TIME OF PERFORMANCE:** CONSULTANT shall commence performance no later than ________________.

20. **GOVERNING LAW:** This Agreement shall, in all respects, be governed by the laws of the Commonwealth of Pennsylvania.

21. **INDEMNITY:** CONSULTANT hereby agrees to indemnify, save and hold harmless, and defend CITY, its officers, agents and employees from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including court costs and attorney's fees arising by reason of: the performance by CONSULTANT of any services under this Agreement; any act, error or omission of CONSULTANT or of an agent, employee, licensee, contractor or subcontractor of CONSULTANT; and any breach by CONSULTANT of any of the terms conditions or provisions of this Agreement.
22. **AMENDMENT:** Except for Exhibit A and the Exhibits attached thereto, this Agreement contains all terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged or extended except by written amendment, duly executed by the parties.

23. **TERMINATION:** CITY may terminate this Agreement at any time, without cause or liability, by giving CONSULTANT thirty (30) days advance written notice of its intention to terminate.

24. **HOME RULE CHARTER: LIABILITY OF CITY:** CONSULTANT agrees that no terms herein, or hereinafter included via a separate document, purchase order or other additional agreement, lead to contingent liability for the CITY, including but not limited to, late fees, penalties and / or interest for overdue payments. In no event shall the CITY be liable to CONSULTANT for special, indirect, incidental, reliance, lost profits or other business interest damages. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of CITY thereunder is limited to the sum of_______________________($00), appropriated for the same, chargeable to and payable from Code Account (____), Index Code (______).

25. **AUTHORIZING RESOLUTION:** This Agreement is entered into by the CITY of Pittsburgh pursuant to Resolution No. ___ effective ______________.

26. **WOMEN/MINORITY PARTICIPATION:** CONSULTANT agrees to assist CITY’s efforts to encourage the participation of minorities and women in CITY contracts by making a good-faith effort to utilize women and minorities in performing the work required by this Agreement. The final payment under this Agreement will not be made until CONSULTANT submits a report to CITY detailing the following information:

   (a) The dollar amount of the contract paid to Minority Business Enterprises (MBEs) along with the names, addresses and telephone numbers of said MBEs;

   (b) The dollar amount of the contract paid to Women’s Business Enterprises (WBEs) along with the names, addresses and telephone numbers of said WBEs; and

   (c) An explanation of any failure to achieve the goals for MBE and WBE participation which had been represented to CITY prior to the award of the contract.
IN WITNESS, WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

WITNESS:  

________________________

CITY OF PITTSBURGH

By: _______________________
   Mayor

WITNESS:

________________________

By: _______________________
   Department of Finance

ATTEST:    

CONSULTANT
(For Corporation)

________________________

By: _______________________

Name: ____________________
Title: ____________________
Tax I.D. No: ______________

EXAMINED BY:

Assistant City Solicitor

APPROVED AS TO FORM:

City Solicitor

COUNTERSIGNED:

City Controller
EXHIBIT A: SCOPE OF WORK

[See attached.]
EXHIBIT B: PROJECT BUDGET

[]
EXHIBIT C: INSURANCE CERTIFICATES
EXHIBIT D

COMMONWEALTH OR STATE OF )
___________________________ ) SS:
) )
COUNTY OF_________________ )

DEBARMENT AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared ________________, who, being duly sworn according to law, and under penalty of perjury, deposes and says that neither (s)he nor, to the best of his/her actual knowledge, information or belief, _________________ or any affiliated individual is prohibited from entering a bid or participating in a CITY of Pittsburgh contract by reason of disqualification as set forth at Pittsburgh Code §161.22(b).

Name:  
Title: 

SWORN TO and subscribed before me this _____ day of ________________, 2017.

Notary Public
(SEAL)
EXHIBIT E
Statement of Affiliations

1. Name of Contractor:

____________________________________________________________________

(____)

Office address and phone number

2. List your qualifications and experience for performance of the contract.

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

3. Please give a brief description of any contractual or business relationships you have had with the CITY within the past three years. Please include the dollar value of the contract of business relationship.

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

4. Please identify by name and address the contractor's principals including all owners, partners, or shareholders and officers. If the contractor is a public corporation identify by name and address the officers, members of the board of directors, and shareholders holding more than three (3) percent of the corporate stock.

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

Additional pages may be attached to complete the information herein requested.
GUIDE TO COMPLETING REQUIRED DOCUMENTS

The following documents are required for EORC approval:

- Completed Good Faith Effort Checklist with appropriate documentation
- Completed EORC M/WBE/VOSB Participation Statement

Please see below for instructions on completing each document.

1. Good Faith Effort Checklist

The Good Faith Effort Checklist is intended to guide bidders on what the City of Pittsburgh means by making a serious “good faith effort” to identify and utilize M/WBE and VOSB firms on all contracts in order to meet participation goals. It is not intended to be inclusive or exhaustive, but will help show that a good faith effort has been made. Please provide documentation for each box that is checked.

2. EORC M/WBE/VOSB Participation Statement

List the prime or bidder name, contact person, address, phone number, email address, and certification information (if applicable).

Additionally, list any M/WBE or VOSB subcontractor that was solicited whether or not commitment was obtained. Include contact information, certification type, type of subcontract work, date solicited, how they were solicited, and reason if no commitment was made. Sign and date.
M/WBE & VOSB GOOD FAITH EFFORT

The Good Faith Effort Checklist should be referred to by the proposer in their endeavors to meet the goals of the City of Pittsburgh through their "good faith efforts."

It is the proposer's responsibility to make a portion of the work available to M/WBE and VOSB subcontractors and suppliers and to select those portions of the work or material needs consistent with the available M/WBE and VOSB subcontractors and suppliers, so as to facilitate M/WBE and VOSB participation.

The fact that there may be some additional costs involved in finding and using M/WBE and VOSB subcontractors is not in itself sufficient reason for a proposer's failure to meet the contract M/WBE and VOSB goals, as long as such costs are reasonable. Also, the ability or desire of a proposer to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Proposers are not, however, required to accept higher quotes from M/WBE and VOSBs if the price difference is excessive or unreasonable.

The City of Pittsburgh's Equal Opportunity Review Commission will act as a resource for any bidder looking to increase M/WBE and VOSB participation. Please contact 412-255-8804 for help, questions, or concerns.

GOOD FAITH EFFORT CHECKLIST

The following checklist must be included with your proposal, however it is not intended to be inclusive or exhaustive. Please provide documentation for each box checked.

☐ Held pre-bid or pre-proposal meetings to discuss upcoming opportunities at least two weeks in advance of solicitation due date.

☐ Advertised and conducted outreach with minority and women-owned businesses at least two weeks in advance of solicitation due date.

☐ Identified and designated economically feasible portions of the work to be performed by M/WBEs. This may include breaking down the contract into sub-contracts to ensure participation.

☐ Utilized the Pennsylvania Unified Certification Program (PAUCP) Directory and/or other resources to locate and identify potential firms to subcontract with.

☐ Provided a reasonable number of M/WBEs written notice via email or mail regarding subcontracting and/or supplier opportunities.

☐ Followed up with M/WBEs who were solicited to determine interest.

☐ Provided interested M/WBEs with plans, specifications, scope of work, and requirements of the contract.

☐ Entered into a formal contract, or signed letters of commitment with M/WBEs.

☐ Provided feedback to M/WBEs when bids and/or price quotations are rejected.

☐ Made efforts to assist interested M/WBEs obtain bonding, lines of credit, insurance, equipment, materials, supplies, or other project-related components.
# CITY OF PITTSBURGH EORC PARTICIPATION STATEMENT

**This form must be completed and submitted with your bid or proposal**

List below all M/WBE and VOSBs that were solicited whether or not commitment was obtained.

<table>
<thead>
<tr>
<th>M/WBE/VOSB Sub Vendor Firm Name:</th>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>Phone Number:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certification Type:</th>
<th>Certifying Entity:</th>
<th>Types of Subcontract Work or Materials:</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VOSB</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date Solicited:</th>
<th>Solicitation Method:</th>
<th>Quote Received:</th>
<th>Commitment Made:</th>
<th>Amount Committed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Phone</td>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes – Date:</td>
<td>No</td>
</tr>
</tbody>
</table>

Give Reason(s) If No Commitment Made:

<table>
<thead>
<tr>
<th>M/WBE/VOSB Sub Vendor Firm Name:</th>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>Phone Number:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certification Type:</th>
<th>Certifying Entity:</th>
<th>Types of Subcontract Work or Materials:</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WBE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VOSB</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date Solicited:</th>
<th>Solicitation Method:</th>
<th>Quote Received:</th>
<th>Commitment Made:</th>
<th>Amount Committed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Phone</td>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes – Date:</td>
<td>No</td>
</tr>
</tbody>
</table>

Give Reason(s) If No Commitment Made:

Is Your Firm M/WBE/VOSB Certified?  ☐ Yes  ☐ No

Signature:  Date:

**Copy this form as necessary.**
1. We have a few contractors we work with in the capacity of marketing and HR who are all women, but none are registered WBE’s - will this pose a problem when submitting our proposal?

   **Answer:** Firms who are not certified as MBE or WBE are not counted towards the MWBE requirements.

2. Do we need to submit all clearances and certifications for our with the proposal or will it be a part of the due diligence process?

   **Answer:** No, clearances/certifications can be submitted after contract is awarded. A statement of what clearances/certifications process for staff employed by vendor should be included.

3. We are in the pipeline for WBE certification - do we need to be WBE certified to submit an application?

   **Answer:** No, you do not have to be certified to submit an application to an RFP. However, we only look at currently certified firms for MBE and WBE requirements. Additionally, after the RFP process the contract will be further reviewed by the EORC who meets on the 3rd Wednesday of each month. It would be beneficial to have the paperwork finalized by the time the contract reaches the Commission.

4. On Page 6, Section 4.1.1 lists the staff clearances and requirements; Section 4.1.2 says that included in the response is "Staff qualifications." For the proposal, is it sufficient to describe the staff qualifications that we mandate in our hiring process, or do we need to include the items from 4.1.1 (electronic copies of all background checks and CPR certifications)? I cannot tell if these need to be provided in this application, or upon receiving the contract if Flexable is awarded the contract. For example, for our contract with the Carnegie Library of Pittsburgh, we needed to furnish copies of background checks after receiving the contract.

   **Answer:** Yes, including information on the hiring process and staff qualifications is sufficient.

5. Similarly, in Section 8.1.3, related to the qualifications of the team: Does the proposal need the qualifications of Director/Manager-level staff, or for ALL staff (for example, each caregiver) that would be providing care?
Answer: Qualifications of key staff (Director/Managers) should be included as well as general qualifications of caregivers who will be working directly with children.

6. In Section 4.1.3 about sub-contractors: We use two contractors currently, both are women, and one is African-American. But neither are certified as MWBE - they are sole proprietors found through word-of-mouth. Does this Section indicate that for future contractors, we would go through a process to ensure that MWBE and veterans know about contracting opportunities? So all that is needed is a statement to this effect?

Answer: Firms who are not certified as MBE or WBE are not counted towards the MWBE requirements.