

# ***REQUEST FOR PROPOSAL***

***For***

## ***David L. Lawrence Convention Center Digital and Static Wayfinding Signage Design***

**Owner:**

Sports & Exhibition Authority of Pittsburgh & Allegheny County  
171 10<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Pittsburgh, PA 15222  
(412) 393-0200

**Owner's Managing Agent for the Facility:**

SMG  
1000 Ft Duquesne Blvd  
Pittsburgh, PA 15222  
(412) 565-6000

## INTRODUCTION

Having opened in 2003, the David L. Lawrence Convention Center (DLCC) is a 1.5 million square foot facility located in downtown Pittsburgh, Pennsylvania. With 53 meeting rooms, 5 exhibit halls encompassing 313,00 square feet, a 32,000 square foot ballroom, and 3 entrances, the DLCC is seeking a qualified consultant to review existing wayfinding signage and design an upgraded signage plan which incorporates digital and static signage. Current signage at the DLCC consists of static meeting room signage, and some overhead wayfinding. The overhead wayfinding signage was initially done with an attached headquarter hotel in mind. Since 2003, the overhead wayfinding has been modified to better suit attendees and show managers. The DLCC desires to have new static and digital signage to maximize attendees' experience make the space more useable for show promoters.

## SCOPE OF PROFESSIONAL SERVICES

The Scope of Work is outlined in the attached **Exhibit "A"**. Said Exhibit will become a part of the final contract. Consultants are encouraged to recommend changes to the Scope of Work requirements to eliminate items they feel would be expensive and unnecessary based on current conditions, or to include items they feel would be beneficial to the Authority but not listed in the scope of work. The Authority reserves the right to accept or reject any suggested changes.

## STANDARD CONSULTANT AGREEMENT

The Standard Consultant Agreement is attached for your review as **Exhibit "B"**. Upon SEA approval of the selected consultant, a final agreement will be issued for signatures. Any concerns or questions regarding the agreement should be submitted in writing via fax/email with other RFP inquiries. No changes will be made to the Agreement after Board approval.

## SPECIAL CONDITIONS

Reservations:

- A. This RFP does not commit the Authority to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure contract for work.
- B. Right to Cancel:
  - The Authority reserves the right to cancel this RFP in part or in its entirety. If the Authority cancels or revises the RFP, the Authority will notify in writing all those that have requested a copy of the RFP.
- C. Right to Reject Proposals or Request Revisions:
  - The Authority reserves the right to reject any and all proposals in whole or in part and/or to request revisions in order to enable the Authorities to obtain the best service at the best price. The Authority further reserves the right to retain all responses

submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

- D. Additional Information:
- The Authority reserves the right to request additional information and/or clarifications with respect to any responses to this RFP.
- E. Release of Public Information:
- If a contract is awarded, it will be authorized at public Authority Board meeting. Consultants desiring to release information to the public must receive prior approval from the Authority.
- F. Award of Contract:
- The proposer acknowledges that the Authority is not bound to award the contract to the lowest priced proposer.

#### CONSULTANT SELECTION PROCESS

Upon review of the proposals and possible interviews, a selection for this assignment will consider the following criteria:

- A. Fee Proposal; Should appear on page 3 of proposal
- B. Experience record, including sustainability or “green” practices employed
- C. Technical Proposal;
- D. Resources and capabilities;
- E. Organization and management plan;
- F. MBE/WBE utilization;
- G. Workforce Diversity;
- H. Such other criteria as the Authority shall deem prudent

Additional criteria the Authority will consider include:

- A. The firm has no conflict of interest with regard to any other work performed for the Authority;
- B. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal;
- C. The firm’s past experience and performance on comparable engagements; The quality of the firm’s professional personnel to be assigned to the engagement and the quality of the firm’s management support personnel to be available for technical consultation.
- D. Inclusion of sustainable/green components in proposal

The consultant will be evaluated based on the experience and qualifications of their entire team, therefore no changes in the team composition will be allowed without prior written approval of the Authority.

## INQUIRIES

All inquiries regarding this RFP shall be submitted in writing to:

Conor McGarvey  
Director of Operations  
David L. Lawrence Convention Center  
[cmcgarvey@pittsburghcc.com](mailto:cmcgarvey@pittsburghcc.com)  
1000 Fort Duquesne Blvd  
Pittsburgh, PA 15222  
Phone: 412-475-1622

Deadline for submission of *inquiries* is 2:00pm, January 11, 2018

A non-mandatory pre-proposal meeting will be held on January 5, 2018 at 10:00am.

## PROPOSAL CONTENT AND REQUIREMENTS

The consultant should submit a response that **CONCISELY** addresses the following issues.

### 1. General Information:

- Legal name and address of company
- Legal form of company (corp., joint venture, etc.)
- If company is wholly owned subsidiary of a “parent company”, identify the parent company
- Number of professionals who supervise or manage projects and the number of total employees
- Business license number; city tax number
- Name, title, address, email, and telephone number of person to contact concerning the proposal
- Describe your relationship management approach. Identify the resources within your firm currently available to apply to this project.
- Specify key people you would dedicate to this project and include an organizational chart for the team that would be assigned to the account.
- Describe each key person’s title, qualifications, and their proposed role(s) and responsibilities for this project
- Brief resume of applicable experience for each person named
- If the fee proposal is structured as hourly rates of professional persons and reimbursement of out of pocket expenses, include a statement that the proposal will accept reimbursement of expenses in accordance with the reimbursement policy at the Authority website, [http://www.pgh-sea.com/images/SEA\\_Expense\\_Reimbursement\\_Policy.pdf](http://www.pgh-sea.com/images/SEA_Expense_Reimbursement_Policy.pdf)
- Indicate firms understanding of local laws, ordinances, regulations, policies, requirements, permits, etc.
- A list of similar projects, which contained requirements that demonstrate your firm’s capabilities. Specific projects within the Pittsburgh area are of particular interest.

- Provide three (3) references for representative projects, including names, titles, addresses, emails and telephone numbers for each individual within these client companies who may be contacted to discuss your relationship and performance.

## 2. Technical Proposal:

- A written description of the consultant's plan for managing the project phases including tasks to be performed. This written description should summarize the consultant's approach to each of the parts identified in Exhibit A.
- A summary of work to be performed by sub-consultants. The consultant will be responsible for hiring and coordination of all sub-consultants to be employed on this project.
- A Project Schedule indicating the projected duration of the major tasks and subtasks identified in the scope of work.

## 3. MBE/WBE Participation and Workforce Diversity:

- The Authority has adopted a goal of 25% minority participation and 10% women's participation in its contract work and the Authority wishes to achieve this level of significant MBE/WBE participation in its professional services contracts. The consultant will be required to follow the Authority's Minority and Women-Owned Business Enterprise Participation Policy. A copy of this policy is attached as **Exhibit "C"**.
- The Authority values a diverse workforce at its facilities and desires its contractors to promote diversity in their workforces, particularly in regard to the personnel assigned to perform under the proposed contract. Please provide information describing diversity in your workforce and more specific information regarding the workforce to provide the services described in this RFP. Use the form attached as **Exhibit "D"**. In addition, please describe your initiatives to promote a diverse workforce.

## 4. Fee Proposal:

- The Time and Material, Not to Exceed Fee Proposal, which will be based upon hours worked and materials provided, shall identify the derivation of the total fee by indicating assumptions made in estimating time and cost.
- Proposal must encompass all tasks required to complete the project, including site visits for feasibility study, design review meetings & correspondence, construction budget preparation, rendering revisions for design options, site visits required for construction administration services...etc.
- Establish a schedule for planning, design and implementation for each design phase of the project. Include the number of meetings required for each stage.
- Proposal shall detail and include consultants management of anticipated approvals required from local review bodies.
- Net increase/decrease for any additional RFP modifications suggested or requested by consultant that have not been included in the RFP.
- In addition provide a list of hourly rates and job classifications for personnel working on the project including subconsultants.
- Outline any reimbursable expenses for the project including subconsultants.
- Fee proposal should appear on page 3 of the proposal.

PROPOSAL SUBMITTAL

- A. Eight (8) hard copies and an electronic copy of the proposal along with the name and address of the individual submitting the proposal shall be submitted to SMG by 5:00pm January 24, 2018.
- B. An individual or individuals authorized to execute legal documents on behalf of the consultant shall sign **Exhibit “C, Attachment A”** , shall complete **Schedule 1** to the **Attachment A**, and these shall be included as part of the proposal. Your Diversity Information Report, in the form attached, should also be completed and returned with your proposal.
- C. Proposals will not be returned.

ESTIMATED TIME FRAME

The following schedule is anticipated but not guaranteed:

- |  |                     |
|--|---------------------|
| A. Request for Proposals Issued                        | December 29, 2017   |
| B. Pre-proposal Meeting and Tour of Facility (10:00am) | January 5, 2018     |
| C. Deadline for Questions 2:00pm                       | January 11, 2018    |
| D. Proposals Due, by 5:00pm                            | January 24, 2018    |
| E. Interviews / Proposal Review (if needed)            | January 24-26, 2018 |
| F. Recommendation to award (SEA Board Meeting)         | February 8, 2018    |

**EXHIBIT “A”**  
**SCOPE OF PROFESSIONAL SERVICES**

## EXHIBIT A

### Part I – Analysis (5 Weeks)

Analysis of current static & wayfinding signage. Options and recommendations for improvements in layout and appearance through both static and digital signage. Analysis to include: interior – all inclusive (digital, wayfinding and static).

#### Part I - Deliverable

A written summary of findings and recommendations for improvements. Recommendations should include 2-3 preliminary design concepts. Researched and thorough estimates for costs associated with recommendations.

### Part II – Design Development & Bidding (10 weeks)

The consultant will work collaboratively with the Owner to further refine the preliminary design concepts through design development iterations. Once the conceptual design has been reviewed and approved, the Consultant will proceed with preparation of Construction Documents. Construction Documents shall include specifications and drawings suitable for public bid. At 50% completion of the CD's prepare a package of drawings for review and evaluation for cost and programming. Upon approval of the 50% CD package, prepare 100% CD drawings for bid. CD level documents should identify elements in order to maintain and/or exceed the DLCC's existing LEED Platinum EBOM certification and adhere to the Americans with Disabilities Act (ADA).

Bid process services to include a minimum of:

- Attendance at a Pre-Bid meeting
- Assist with answering inquiries and preparing addenda
- Assist in reviewing contractors' qualifications & bids

#### Part II - Deliverable

50% Construction Documents provided a minimum of 6 weeks prior to bid advertisement\*\*\*

100% Construction Documents provided a minimum of 1 week prior to bid advertisement\*\*\*

\*\*\* Target bid advertisement date June 4<sup>th</sup>, 2018

### Part III - Construction Administration (12 weeks):

At a minimum, provide the following services:

- Review submittals, RFI's & change order requests
- Conduct not less than weekly on-site project meetings, construction work review & oversight
- Review contractor applications for payment



- Review & submit contractor's as-built drawings and closeout documentation, including but not limited to: preparation of a punch list and review of punch list completion, warranty documentation, O&M materials...etc.

Proposal shall detail and include consultants management of anticipated approvals required from local review bodies.

**EXHIBIT “B”  
FORM OF INDEPENDENT CONSULTANT  
AGREEMENT**

## **EXHIBIT B**

### **Independent Consultant Agreement**

#### **For Professional Services**

This INDEPENDENT CONSULTANT AGREEMENT ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, (the "Effective Date") by and between **SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY** (the "Authority"), a public instrumentality of the Commonwealth of Pennsylvania, organized and existing under the Sports and Exhibition Authority Act, 16 Purdon's Stats. 5501-A, et seq., as amended, having its principal place of business at 171 10<sup>th</sup> Street, 2<sup>nd</sup> Floor, Pittsburgh, PA 15222 and \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ (the "**Consultant**").

WHEREAS, the Authority is primarily responsible for the maintenance and operation of the *DAVID L. LAWRENCE CONVENTION CENTER*; and

WHEREAS, SMG is the manager of the David L. Lawrence Convention Center and it has recommended to the Authority that the Authority enter into this Agreement and it shall supervise, direct and administer this Agreement on behalf of Authority; and

WHEREAS, the Authority has requested the Consultant to provide certain professional services to the Authority; and

WHEREAS, Consultant has special skills and talents that will be of benefit and assistance to the Authority; and

WHEREAS, the Consultant is willing to provide services to the Authority under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the promises and mutual agreements and covenants hereinafter set forth, the Authority and the Consultant, intending to be legally bound, do hereby agree as follows:

1. Performance of Services. Pursuant to such terms as set forth in this Agreement, the Consultant will provide the materials and services to the Authority that are specifically set forth on Exhibit A attached hereto and incorporated herein by this reference. (All of the materials and services to be furnished by Consultant under this Agreement are sometimes collectively referred to as the "**Work**".) The services to be performed by the Consultant will be performed subject to all of the following conditions:

A. The Consultant shall complete Consultant's services under this Agreement in a timely manner, time being of the essence to this Agreement.

B. In the performance of the Work under this Agreement, the Consultant will coordinate the Work with, and report the ultimate results of the Consultant's work to the following person or persons, who shall act as the project manager: Conor McGarvey.

C. The Consultant represents that the Consultant is fully trained for the Work to be rendered and that the Consultant has the expertise to fulfill its obligations under this Agreement.

D. The Consultant is responsible for hiring, supervising and paying any personnel the Consultant chooses to engage for the performance of the Work and shall obtain the agreement of all such personnel to be bound by the Consultant's obligations under this Agreement.

E. The Authority has the right, without restriction, to obtain any third party's services that are similar to or identical to the services provided by the Consultant under this Agreement, both during the term of this Agreement and thereafter.

F. Consultant will perform the Work in a manner consistent with the level of care and skill ordinarily exercised by professionals furnishing services similar to those to be furnished under this Agreement.

2. Fees for Services Rendered. The Authority will pay to the Consultant for Work a sum not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which will be paid based upon time worked and materials provided as listed on Exhibit B attached hereto and incorporated herein,

The fee as described in Exhibit "B" shall include all costs, materials and expenses of Consultant unless clearly otherwise provided. To the extent that reimbursement of out of pocket costs or expenses are authorized, such reimbursements will be made in accordance with Owner standard reimbursement requirements, which requirements are set out in the Authority Expense Reimbursement Policy, available for viewing at the Authority website ([www.pgh-sea.com](http://www.pgh-sea.com)) under the tab, Frequently Requested Information. If this Agreement is terminated for any reason prior to the completion of the Work as permitted under Section 9, the contract amount payable to the Consultant under this Section 2 will be based upon work actually performed, as determined by the Authority in its discretion, to the date of termination.

Payments made by Authority hereunder require the approval of the project manager. All payments due to Consultant under this Agreement will be made pursuant to a schedule and procedures approved by Authority and in a timely manner, as required by applicable law. Consultant will provide with its final invoice, the names, addresses and federal identification numbers of subconsultants and subcontractors used for the Work, the nature of each subconsultant's or subcontractor's Work and the amounts paid per calendar year of the Work.

3. Other Representations and Warranties of the Consultant. The Consultant further represents and warrants to the Authority as follows:

A. The Consultant is a CHOOSE TYPE OF ENTITY corporation, limited liability company, partnership, sole proprietorship, and is duly organized, in good standing and validity existing under the laws of the State of \_\_\_\_\_.

B. The Consultant has the full and unrestricted right and authority to enter into this Agreement and this Agreement constitutes the valid, binding and enforceable obligation of the Consultant, enforceable in accordance with its terms.

C. No contract or commitment has heretofore been made by the Consultant or otherwise applies to the Consultant, which is in conflict with the terms herein.

D. The execution, delivery and performance of this Agreement will not result in any breach of or constitute a default under any other contract or commitment of the Consultant.

E. The undersigned officers executing this Agreement on behalf of the Consultant are duly authorized to obligate the Consultant to perform and deliver the services to be provided by the Consultant under this Agreement.

4. Independent Consultant; No Third Party Beneficiaries; Subconsultants. The Consultant acknowledges that the Consultant will perform the Work as an independent consultant, and not as an employee, of the Authority, and will have no authority to bind the Authority in any respect. The Authority acknowledges that the Consultant has the right to perform services for others during the term of this Agreement. The Consultant shall be responsible for the independent performance of its obligations and the obligations of its subconsultants under this Agreement, and shall not be subject to the Authority's direction and control as to the means utilized by the Consultant to accomplish such task. As an independent consultant, the Authority will not deduct from any compensation paid to the Consultant under this Agreement any income taxes, employment taxes or social security taxes, or any other deductions required from employees under any federal, state or local statutes, rules, regulations or ordinances, or make any payments of social security, unemployment or similar taxes with respect to the Consultant. The Consultant is responsible for paying all applicable taxes and other expenses incurred by the Consultant in connection with the services provided under this Agreement, and the employees of the Consultant under this Agreement are not entitled to any benefits of any kind whatsoever that the Authority provides or may provide to its employees, such as paid vacation, sick leave, bonuses, retirement plan coverage, or any other fringe benefits. In addition, the Authority will not provide any insurance coverage, such as group health or life insurance or workers' compensation coverage, nor will it make contributions to any unemployment compensation fund on behalf of the Consultant. The Consultant will be responsible for all such coverage and costs. The Consultant agrees not to assert in any judicial or administrative proceeding that its employees are employees of the Authority with respect to the Work.

Nothing herein shall create a contractual relationship between Authority and any of Consultant's subconsultants. This agreement is not intended to confer upon any person other than Authority and Consultant any rights or remedies. Consultant shall be fully responsible to Authority for the Work and the negligence, errors and omissions of its subconsultants and of persons directly or indirectly employed by, contracted with or otherwise engaged by them.

5. Intellectual Property. The Consultant acknowledges that the Authority is a public instrumentality of the Commonwealth of Pennsylvania, and following payment to the Consultant for the Work, the Authority will have no obligation to make further payments to the Consultant for the use of any copyrights or other intellectual property pertaining to the Work performed under this Agreement, and that this Agreement does not provide any such right to the Consultant. Upon payment to the Consultant for all Work, the Authority shall have the right license and privilege to make use of the Work performed, and materials furnished, in connection with the project for which this Work was developed. Ownership of any intellectual property materials that may be incorporated into any documents or materials developed under this Agreement may be used by the Authority in connection with the project as contemplated by this Agreement, but will otherwise remain the property of the Consultant.

6. Confidentiality. In the course of providing services hereunder, the Consultant may acquire certain information regarding the Authority and its operations and in particular the operations of the David L. Lawrence Convention Center. Except to the extent that such information is clearly public information by reason of having disclosed at a public meeting of the Authority or is otherwise in the public domain, all information received by the Consultant with respect to the performance of the services contemplated herein, including without limitation, information related to the services described herein, shall be kept by the Consultant in the strictest confidence, and shall not be disclosed to any third party without the express prior written consent of the Authority at any time, whether during the term of the Agreement, or after its termination.

7. Term. This Agreement will have a term which expires on the completion of the Work, but no later than the date set forth in Section 1A above, subject to earlier termination as provided herein and all of the terms and conditions set forth herein, unless extended by subsequent written agreement of the parties hereto.

8. Additional Matters.

A. All Consultants' personnel or subconsultants assigned to this project shall be subject to the prior approval of the Authority and shall not be replaced without the prior written approval of the Authority. Should the Authority at any time and at its sole discretion, find any of the Consultant's personnel or subconsultants assigned to the project to be unacceptable, Consultant shall promptly, at its sole expense and risk, and upon written request of the Authority, reassign such personnel or subconsultant to other work of Consultant and undertake its responsibilities hereunder with other personnel acceptable to Authority.

B. It is understood and agreed that Consultant shall provide full disclosure of its business matters that may relate to potential conflicts of interest with the project and that Consultant shall not enter into other agreements that would jeopardize its relations with the Authority by supervising/auditing its own work, by gaining competitive advantage as a vendor or bidder, or by other apparent conflicts of interest. Consultant shall, upon Authority's request, allow Authority to view any contract Consultant has with any party that is related in any manner to the operations of the Authority at the David L. Lawrence Convention Center.

C. Consultant agrees to maintain at its own expense complete and accurate records as they relate to this project, in Authority approved format and in accordance with Authority record retention policy, of hours actually worked, rates actually paid, and approved expenses incurred in the performance of services pursuant to the terms of this Agreement. Originals of such records shall be available for viewing and copies will be provided, at Consultant's expense, to Authority upon request, and will be the property of Authority. Consultant will retain all records relating to this Agreement for a period of five (5) years after completion of the Work.

D. Consultant understands that he or she or it may not start any work without a written Notice to Proceed issued by the Authority and that any work undertaken by the Consultant that is not within the scope of this Agreement or undertaken without written authorization by the Authority is at the Consultant's own risk.

9. Termination.

A. Termination by the Authority. The Authority may terminate this Agreement, upon written notification by the Authority to the Consultant, if (1) the Consultant is involved in any publicity deemed to be sufficiently unfavorable in the sole discretion of the Authority as to destroy or substantially diminish the value of the Consultant's services provided to the Authority hereunder for the purposes contemplated by this Agreement, (2) the Consultant has engaged in conduct which has injured or may injure the business or reputation of the Authority or otherwise adversely affect its interests, or (3) the Authority, in its discretion, determines that it should be terminated for the convenience of the Authority. Upon delivery to the Consultant of such notice, together with payment of any accrued and unpaid fees under Section 2 hereof to the date of termination of this Agreement, all obligations of the Authority hereunder will forthwith terminate. If (4) the Authority determines, in its sole discretion, that the Consultant has not performed any services under this Agreement to the Authority's satisfaction, or (5) the Consultant has violated any of the agreements, covenants, terms or conditions hereunder, the Authority will provide written notice to the Consultant of such determination or violation, the Consultant will have a period of seven (7) days from the date of such written notice to correct the Consultant's performance or violation. On or before the expiration of such seven (7)-day period, the Consultant will provide written verification to the Authority that such performance or violation has been corrected and all other related matters have been resolved. If the Authority determines, in its sole discretion, that the Consultant has not satisfactorily corrected such performance or violation and resolved all related matters, the Authority may immediately terminate this Agreement. Upon payment of any accrued and unpaid fees under Section 2 hereof to the date of termination, all obligations of the Authority under this Agreement will forthwith terminate, and the Authority will have such rights and remedies as are set forth in Section 12 below.

B. Termination by the Consultant. This Agreement may not be terminated by the Consultant, except in the event of a material default by the Authority and with not less than thirty (30) days prior written notice with the Authority being given such opportunity to cure as is reasonable under the circumstances.

C. Expiration of Agreement Term. If this Agreement terminates upon expiration of the term as defined in Section 7 hereof, upon payment of any accrued and unpaid contract amount under Section 2 hereof to the date of termination, all obligations of the Authority hereunder will forthwith terminate.

D. Survival of Obligations. The rights and obligations of the parties under the following sections of this Agreement will continue notwithstanding termination of this Agreement for any reason: Section 4 (pertaining to independence of consultant), Section 5 (pertaining to intellectual property), Section 6 (pertaining to confidentiality), Section 8C (pertaining to record keeping), Section 10 (pertaining to indemnification and insurance), Section 11 (pertaining to sovereign immunity), and Section 12 (pertaining to remedies).

10. Indemnification and Insurance. The Consultant will indemnify, protect, defend and hold harmless the Authority, the City of Pittsburgh, the County of Allegheny, the Commonwealth of Pennsylvania and their successors, assigns, members, directors, officers, attorneys, employees and agents from and against any and all claims, counterclaims, demands, damages, losses, liabilities, actions and causes of action, costs and expenses, whatsoever, including but not limited to attorney's fees ("Claims") sustained by the indemnified persons or

parties and resulting from or arising out of a claim alleging the negligent acts, errors, or omissions of the Consultant, or its subconsultants in the performance of the services rendered under this Agreement. Unless waived in writing by the Authority, the Consultant will maintain general liability insurance, related to its activities under this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Consultant will maintain automobile insurance in an amount not less than One Million Dollars (\$1,000,000) per any one accident. Consultant will maintain an umbrella policy in the amount of Five Million Dollars (\$5,000,000). The Consultant will further maintain workers' compensation insurance, with respect to any employees of Consultant performing work related to this Agreement. In addition, the Consultant shall obtain insurance covering claims arising out of the performance of professional services under this agreement and caused by errors, omissions, or negligent acts for which the Consultant is legally liable. Professional liability insurance shall be maintained in force by the Consultant for three (3) years after the date of substantial completion of the Work or issuance of the final report. Limit of coverage shall be at least Two Million Dollars (\$2,000,000) per claim and annual aggregate limit. The Consultant will, upon the request of the Authority, deliver certificates of insurance to the person(s) identified in Section 1B above, which certificates will evidence required coverage, will further name the Authority, the City of Pittsburgh, Allegheny County, the Commonwealth of Pennsylvania and SMG or any other party designated by the Authority, as an additional insured parties on general liability but not professional liability coverage. An Actual Notice of Cancellation endorsement will be delivered that will provide that coverage cannot be canceled except upon not less than thirty (30) days prior written notice to the Authority. All insurance other than professional liability insurance and employment practices liability insurance shall be pursuant to an occurrence basis policy (rather than claims made policy). Liability insurance shall be primary and non-contributory. Consultant agrees to waive subrogation in regard to payment of any damages arising under or related to this agreement and payable through insurance. All insurance policies required hereunder shall permit and recognize such waivers of subrogation. All insurance carriers hereunder shall be rated at least "A" in the AM Best Guide.

11. Waiver of Claims and Release of Liability. Consultant acknowledges that the Authority is a public instrumentality of the Commonwealth of Pennsylvania, and may possess sovereign immunity of the Commonwealth, except to the extent waived by the General Assembly of the Commonwealth. Therefore, to the fullest extent permitted by law, Consultant hereby, except to the extent of its right to payment under the terms of this Agreement:

A. waives any and all claims or causes of action for all losses, claims or damages of any kind that Consultant may sustain, or has or may have in the future against the Authority, and its respective, successors, assigns, members, officers, directors, agents, employees, attorneys and other representatives of the Authority (the "Released Parties") and any of them resulting from the services provided by Consultant under this Agreement; and

B. releases the released parties from any and all liability for any loss, damages, or expenses that Consultant sustains arising in any manner whatsoever from the performance of services under this Agreement due to any cause and in all cases on the part of any or all of the Released Parties in connection with the performance of services by Consultant under this Agreement, except to the extent that such loss, damage or expense is caused by the gross negligence or willful misconduct of the Authority.



It is the intention of the parties that the waiver of claims and release of liability under this Section 11 will be enforceable to the fullest extent permitted under applicable law, but that the unenforceability (or modification to conform to such law) of any provision of this Section 11 will not render unenforceable, or impair, the remainder of this Section 11. If any provision, provisions or language of this Section 11 is deemed invalid or unenforceable, either in whole or in part, this Section 11 will be deemed amended to delete or modify, as necessary, the offending provision, provisions or language and to alter the bounds of the provision, provisions or language in order to render it valid and enforceable.

12. Remedies. In the event of a breach by Consultant of the terms of this Agreement, which is not corrected by Consultant within the period provided in Section 9A hereof, the Authority will be entitled, if it so elects, to institute legal proceedings to obtain damages for any such breach, or to enforce the specific performance of this Agreement by Consultant, or to enjoin Consultant from any further violation of this Agreement, and to exercise such other remedies cumulatively or in conjunction with all other rights and remedies provided by law. Consultant acknowledges, however, that the remedies at law for any breach by Consultant of the provisions of this Agreement may be inadequate and that the Authority will be entitled to equitable, including injunctive relief against Consultant in the event of any breach. Consultant acknowledges that venue of any actions arising out of this Agreement will lie solely in either (1) the Court of Common Pleas of Allegheny County, Pennsylvania, (2) the Commonwealth Court of Pennsylvania, or (3) the United States District Court for the Western District of Pennsylvania. Consultant hereby waives any right to assert that any such Court is an inconvenient forum, and agrees that the subject matter of this Agreement has a sufficient connection with a major public project in the City of Pittsburgh, Allegheny County, Pennsylvania so as to vest jurisdiction in Courts sitting in Allegheny County, Pennsylvania.

13. Assignment. This Agreement is not assignable by the Consultant without the prior written consent of the Authority. This Agreement is assignable by the Authority to another public instrumentality of the Commonwealth of Pennsylvania without the prior written consent of the Consultant.

14. Governing Law and Venue. This Agreement shall in all respects be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any such laws relating to choice or conflict of laws. The parties agree that any suit, action or other legal proceeding arising pursuant to this agreement will be brought in the Court of Common Pleas of Allegheny County, Pennsylvania and consent to the jurisdiction of that court.

15. Severability. In case any term of this Agreement is held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term, nor the validity of any other term of this Agreement, will in any way be affected thereby unless the Authority, in its sole discretion, determines that the deletion of such term is critical to the nature of this Agreement, in which event this Agreement will be terminable forthwith by the Authority.

16. Amendments. The provisions of this Agreement may be amended, as to any particular transaction or otherwise, only by an instrument in writing executed by or on behalf of all the parties hereto.

17. Entire Agreement. This Agreement, together with any attached Exhibits and Appendices, contains the entire understanding among the parties and supersedes any prior understanding and agreements among them regarding the within subject matter. There are no

representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. If there is any conflict between the body of this Agreement and any Exhibit or Appendix to this Agreement, the terms of this Agreement will prevail.

18. Waiver. The failure of either party to insist in any one or more instances upon performance of any term, covenant or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligations of either party with respect to such term, covenant or condition shall continue in full force and effect.

19. Counterparts, Section Headings. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The section headings of this Agreement are for convenience of reference only and shall not affect the construction or interpretation of any of the provisions hereof.

20. Notices. All notices and other communications hereunder will be in writing and will be deemed to have been duly given if hand-delivered, mailed by certified or registered mail, or sent by express delivery such as Federal Express or similar service, to the Consultant or the Executive Director of the Authority at the addresses set forth at the beginning of this Agreement or to such other address as any party hereto designates to the other party in writing. The date of any notice or other communication will be the date of mailing, if mailed by certified or registered mail, or the date delivered, if hand-delivered.

21. Law and Policy. Consultant will perform this contract in compliance with applicable law. In connection with this contract, Consultant will not discriminate against any employee or applicant or subconsultant because of race, color, religion, sex (including pregnancy, childbirth and related medical conditions), age, national origin, sexual orientation, gender identity or expression, disability, or marital status. Consultant has not and shall not directly or indirectly give or promise or offer to give anyone a gratuity in connection with this or any other contract with the Authority. Neither Consultant nor any members of the team assigned by Consultant to this Agreement is under suspension or debarment in the Commonwealth of Pennsylvania or any other state or the federal government. Neither Consultant nor any subconsultant working for Consultant on this Agreement is under suspension or debarment in the Commonwealth of Pennsylvania or any other state or the federal government. Consultant by execution of this Agreement certifies that it has no outstanding tax liability to the Commonwealth of Pennsylvania or the City of Pittsburgh or the County of Allegheny. The Consultant acknowledges that misrepresentations contained in this paragraph or its failure to maintain compliance with the representations made in this paragraph throughout the terms of this Agreement may be considered as material breaches of this Agreement.

22. MBE/WBE Plan. Consultant will make a good faith effort to include minority business enterprise and women business enterprise participation in accordance with the goals of the Authority. (It is the goal of the Authority that twenty-five percent (25%) of the contract amount be expended for participation by Minority Business Enterprises and ten percent (10%) of the contract amount be expended for participation by Women Business Enterprises.) Consultant hereby acknowledges its understanding of these goals as described on Exhibit C attached hereto and made a part hereof. Consultant will adhere to the MBE/WBE utilization plan attached hereto

as Attachment B to Exhibit C and will submit a report of MBE/WBE utilization in the form attached hereto as Attachment C to Exhibit C with each invoice

23. Workforce Diversity. The Authority values a diverse workforce at its facilities. Consultant agrees to make a good faith effort to promote diversity in the workforce assigned to perform services pursuant to this Agreement in accordance with the plan attached as Exhibit D.

24. Successors and Assigns. Subject to Section 13 above, this Agreement shall be binding on the successors and assigns of the parties.

THE CONSULTANT ACKNOWLEDGES THAT THE CONSULTANT HAS READ AND UNDERSTANDS THE FOREGOING PROVISIONS AND THAT SUCH PROVISIONS ARE REASONABLE AND ENFORCEABLE. THE CONSULTANT UNDERSTANDS AND ACKNOWLEDGES THAT UPON EXECUTING THIS AGREEMENT THE CONSULTANT IS WAIVING CLAIMS AND LEGAL RIGHTS, INCLUDING RIGHTS AGAINST THE RELEASED PARTIES, AND RELEASING LIABILITY.

CONSULTANT FEDERAL ID NO. \_\_\_\_\_  
CONSULTANT CITY OF PITTSBURGH TAX ID NO. \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed or caused to be duly executed this Agreement as of the day and year first above written.

**WITNESS/ATTEST:**

**NAME OF CONSULTANT**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESS:**

**SPORTS & EXHIBITION AUTHORITY  
OF PITTSBURGH AND ALLEGHENY  
COUNTY**

\_\_\_\_\_

By \_\_\_\_\_  
Name: Mary K. Conturo  
Title: Executive Director

## **EXHIBIT A**

Scope of Work

## **EXHIBIT B**

Summary of Payment Terms

**EXHIBIT “C”**  
**MINORITY AND WOMEN BUSINESS ENTERPRISE**  
**PARTICIPATION**

## **EXHIBIT C**

### **SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY Minority and Women Business Enterprise Participation**

The Authority requires that all contractors and subcontractors<sup>1</sup> shall demonstrate a good faith effort to obtain the participation of Minority and Women Business Enterprises in work to be performed for the Authority. It is the goal of the Authority that twenty-five percent (25%) of the contract amount be expended for participation by Minority Business Enterprises and ten percent (10%) of the contract amount be expended for participation by Women Business Enterprises. The Minority and Women Business Enterprise participation of the contract shall be subject to the review of the Equal Opportunity Review Commission of Pittsburgh.

“Minority Business Enterprise” (MBE) and “Women Business Enterprise” (WBE) means businesses certified as such by Pennsylvania Unified Certification (including Allegheny County, Port Authority of Allegheny County, Pennsylvania Department of Transportation) or the U.S. Small Business Administration. The MBE/WBE must be certified for the specific type of work it will be responsible for in connection with the contract. The certification must be current throughout the time the MBE/WBE will be doing work under the contract.

The bidder/proposer must demonstrate to the Authority that it has made a diligent good faith effort to meet the Authority’s goals for MBE and WBE participation in the contract work.

MBE and WBE participation may be achieved by any combination of the following:

- a. Direct (prime) contract with MBE or WBE. If the direct (prime) contractor is an MBE or WBE, participation shall be the full amount of the contract.
- b. Subcontract for work on the project. If work is subcontracted to Minority and/or Women Business Enterprises, participation for this element shall be the total amount of subcontracts with MBE/WBEs for work on the project.
- c. It is the intent of the SEA, for all qualified MBE/WBE companies to have an opportunity on this project in some capacity. Subcontractors who “sub out” more than 50% of the work assigned will only receive credit for the amount of work self-performed.
- d. Supply contracts for the project. If materials are purchased from Minority and/or Women Business Enterprises, participation for this element shall be 2% of the amount of the purchase order unless evidence acceptable to the Authority is submitted that the broker or supplier is acting as a “full service supplier” on this job and in such case the credit shall be 60% of the dollar value of the purchase order. Evidence to be submitted to qualify as a “full service supplier” should include warehouse or storage capacity, inventory records, agreements with manufacturers, ownership of material handling or delivery equipment and demonstration of fiscal responsibility on previous sales.

---

<sup>1</sup> “Contractor” refers to the contractor under a construction contract or service contract.

Whether the contractor undertook the following actions, among others, will be considered in determining if a good faith effort to obtain participation has been made:

- i) attended pre-bid/pre-proposal meetings to inform MBE/WBE's of subcontracting opportunities,
- ii) advertised in general, trade, and minority focused media,
- iii) provided timely written notice to a reasonable number of MBE/WBE's,
- iv) followed up the initial solicitations by contacting MBE/WBE's to determine interest,
- v) selected or reduced the size of specific contract parts to facilitate MBE/WBE participation,
- vi) provided interested MBE/WBE's with plans, specifications, and contract requirements,
- vii) negotiated in good faith with interested MBE/WBE's,
- viii) made efforts to provide bonding, line of credit, or insurance assistance to interested MBE/WBE's,
- ix) utilized the services of available minority community organizations and other organizations that provide assistance in the recruitment and placement of MBE/WBE's,
- x) utilized the services of the office of the Equal Opportunity Review Commission of Pittsburgh to provide assistance in the recruitment and placement of MBE/WBE's.

Documentation in the form of letters, meeting notes, copies of advertisements, etc. will be required to confirm these efforts.

Attention is directed to the following:

- a. The bidder/proposer must submit with the bid/proposal the "Certificate of Minority and Women's Business Enterprise Participation" form attached hereto as Attachment A (including Schedule A), properly filled out and signed in ink. Failure to submit this signed certification as part of the bid/proposal is grounds for rejection of the bid/proposal.
- b. Prior to award of the contract but within 24 hours of being notified that it is the apparent successful bidder/proposer, the chosen contractor shall submit to the Authority its participation plan (the Minority and Women's Participation Plan), in the form of Attachment B hereto. The chosen contractor shall meet with the Authority to discuss the implementation of the plan. The chosen contractor's Minority and Women's Participation Plan must be approved by the Authority before the contract is awarded. Implementation of the approved plan shall be a contract obligation.
- c. During the course of construction (or performance of services under a service contract), the contractor shall submit monthly reports on the form attached hereto as Attachment C detailing MBE/WBE participation in the contract compared with the approved plan. Prior approval by the Authority will be required for any change in the Minority and Women's Participation Plan. The contractor's compliance with the approved Minority and Women's Participation Plan shall be monitored by the Authority. The Authority may consider failure of the contractor to make a good faith effort to fulfill its obligations with respect to its Minority and Women's Participation Plan during the term of the contract as a material breach of the contract.



**ATTACHMENT A**

**Certificate of Minority and Women Business Enterprise Participation**

The undersigned bidder/proposer certifies that it understands and agrees to actively solicit the participation of Minority and Women Business Enterprises in all work to be performed (including the purchasing of goods or equipment) under this contract, and to make a diligent good faith effort to achieve the minority and women’s participation goals of the Authority.

The bidder/proposer further certifies that the attached Schedule A - “MBE/WBE Solicitation Statement” details its efforts regarding the solicitation and utilization of Minorities and Women Business in the work to be performed under this contract.

The bidder/proposer further certifies that it understands that prior to award of this contract a written Minority and Women’s Participation Plan, using Attachment B - “MBE/WBE Participation Plan,” must be submitted by bidder/proposer and approved by the Authority.

Failure of the bidder/proposer to comply with these conditions or failure to sign and submit this Certificate and Schedule A with the bid/proposal is grounds for disqualification of the bid/proposal.

Name of Bidder/Proposer \_\_\_\_\_

By (signed) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**(Exhibit C) Schedule A to Attachment A**

**MBE/WBE SOLICITATION STATEMENT**

Failure to complete this form and submit it proposal shall be sufficient cause for rejection of proposal

NAME OF PROPOSER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
PROPOSAL PACKAGE/CONTRACT: \_\_\_\_\_

List Certified MBE/WBE Companies that you have solicited in reference to this contract.

Company Name	Certification Agency and Certification Number	MBE	WBE	Contact Person	Address	Phone	Date Contacted by		Type of Supply Contract	Type of Subcontract	Potential MBE/WBE Amount (\$)
							by Mail	Phone			

Prepared by: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_



**(Exhibit C) Attachment C**

**MONTHLY MBE/WBE UTILIZATION REPORT**

PROJECT: \_\_\_\_\_  
 PROPOSAL PACKAGE/CONTRACT: \_\_\_\_\_  
 PRIME CONSULTANT: \_\_\_\_\_

PRIME CONTRACT AMOUNT: ORIGINAL \$ \_\_\_\_\_  
 CHANGES\* \$ \_\_\_\_\_  
 TOTAL \$ \_\_\_\_\_

AMOUNT OF PRIME CONTRACT COMPLETE TO DATE: \$ \_\_\_\_\_

PERCENT OF PRIME CONTRACT COMPLETE TO DATE: \_\_\_\_\_ %

\* Changes to original contract amount require amendments to MBE/WBE Participation Plan

MBE/WBE Participation				Form of Participation					Paid to Date (\$)		Contract Amount (\$) Completed to Date		Percent (%) of Contract Completed to Date	
MBE/WBE Company Name with Certification	MBE (✓)	WBE (✓)	MBE/WBE Contract Amount (\$)	Prime (✓)	Sub (✓)	Full Service Supplier (✓)	Broker Supplier (✓)	Eligible Amount (%)	MBE	WBE	MBE	WBE	MBE	WBE
Plan														
Actual*														
Plan														
Actual														
Plan														
Actual														
Plan														
Actual														
Plan														
Actual														
<b>TOTALS**</b>			\$						\$	\$	\$	\$	%	%

\* If actual is less than planned, provide an adequate explanation and detail good faith efforts to meet the plan.  
 \*\* If more space is needed, use a second page and carry totals forward

Prepared by: \_\_\_\_\_

Title: \_\_\_\_\_

Information in this report is as of the above date: \_\_\_\_\_

**Diversity Information**

**(Use with RFP's) For Excel version send request to Project Manager and ask for document #60027**

Name of Proposer: _____
Report for Payroll Period 20__:

Classification	Total Workforce										Total Minority	Total Female	Total All Employee	% Minority	% Female
	All Employees		Black (Non-Hispanic)		Hispanic		Native American or Alaskan Native		Asian or Pacific Islander						
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female					
Executive/Sr. Officials & Managers											0	0	0	#DIV/0!	#DIV/0!
First/Mid Officials & Managers											0	0	0	#DIV/0!	#DIV/0!
Professionals											0	0	0	#DIV/0!	#DIV/0!
Technicians											0	0	0	#DIV/0!	#DIV/0!
Sales Workers											0	0	0	#DIV/0!	#DIV/0!
Administrative Support															
Other:															
Other:															
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>

Classification	Workforce Performing Proposed Project*										Total Minority	Total Female	Total All Employee	% Minority	% Female
	All Employees		Black (Non-Hispanic)		Hispanic		Native American or Alaskan Native		Asian or Pacific Islander						
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female					
Executive/Sr. Officials & Managers											0	0	0	#DIV/0!	#DIV/0!
First/Mid Officials & Managers											0	0	0	#DIV/0!	#DIV/0!
Professionals											0	0	0	#DIV/0!	#DIV/0!
Technicians											0	0	0	#DIV/0!	#DIV/0!
Sales Workers											0	0	0	#DIV/0!	#DIV/0!
Administrative Support															
Other:															
Other:															
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>

Report dated \_\_\_\_\_ prepared by \_\_\_\_\_ on behalf of \_\_\_\_\_

Signature \_\_\_\_\_

Completed form to be returned with response to RFP. When completing the form, please add additional categories or strike categories as appropriate for your business.

\*Describe by estimated hours to be devoted to the project by each described employee

IM#60027