



BOROUGH OF BRENTWOOD

REQUEST FOR PROPOSALS (RFP)

RFP 2014-02

BRENTWOOD BOROUGH PARK IP SURVEILLANCE SYSTEM

BRENTWOOD, PENNSYLVANIA

REQUEST FOR PROPOSAL

JUNE 26, 2014

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NOTE: In this document the term "proposer" shall mean the person or firm making a proposal based on this RFP. The term "proposer", "consultant" and the term "firm" is used interchangeably. Also, the term "you" or "your" shall refer to the proposer.

SECTION 1. BACKGROUND

BOROUGH OF BRENTWOOD COMMUNITY VISION STATEMENT

The Borough of Brentwood is a unified, family-oriented community with a strong commitment to civic pride and traditions. While preserving these standards, ideals and traditions, the community shall strive to provide a high quality of life for all, a superior educational system and residential areas with a more suburban character. The community shall support established businesses while encouraging future economic development and effective local government, all within a safe and clean environment.

1.1. General Description

Brentwood is a small borough in the South Hills. The southern half of the municipality is surrounded by the Borough of Whitehall. The northern half of the community is roughly divided along its north-south axis by the City of Pittsburgh, to the west, and the Borough of Baldwin, to the east. Brownsville Road divides the community roughly in half along its east-west axis. It is a densely-populated community in Allegheny County: its 9,800 people live in houses and apartment buildings within an area that is only 1.5 square miles.

1.2. Brentwood Borough Park

The Borough Park is located off of Brownsville Road, Pittsburgh, PA 15227. The Park currently houses the following amenities:

- Stadium
- Swimming Pool
- Dek Hockey/Court Area
- Civic Center
- Four (4) Ball Fields

1.3. Project Funding

This project will be funded through a line item in the Borough's Park Fund in either 2014 or 2015.

SECTION 2. REQUIREMENTS

2.1. General

The Borough of Brentwood reserves the right to reject any or all proposals and to select the proposal that it judges to be in the best interest of the Borough of Brentwood

The contract is subject to the approval of the Borough of Brentwood Council and is effective only upon their approval.

All proposers' are bound by the deadline and location requirements of this RFP as previously stated in the Announcement.

All proposals shall remain effective subject to Borough of Brentwood review and approval for a period of ninety (90) days from the deadline for submitting proposals.

The Borough of Brentwood may initiate negotiations with the VENDOR submitting the proposal or seek additional proposals on an informal or formal basis during the ninety (90) day period that proposals must remain effective.

The proposer is encouraged to add to, modify or clarify any of the scope of work items it deems appropriate to obtain a high quality level of service at the lowest possible cost. All changes should be listed and explained. However, the scope of work proposed, at minimum, must accomplish the goals and work outlined below.

2.2. Inquiries

All inquiries, questions, etc. concerning the RFP shall be forwarded to George Zboyovsky, PE, Borough Manager, by e-mail (gzboyovsky@brentwoodboro.com). Any changes to the RFP will be in writing, documented and forwarded to all participating proposer's of the RFP as soon as possible. Major changes, or an excessive number of changes, may result in cancellation of the existing RFP.

VENDORS may provide recommend changes to the placement of the cameras and the number of camera's needed as long as the information is clearly stated.

2.3. Pre-Submission Conference

A mandatory pre-submission conference and walkthrough will be held on **July 8, 2014 at 11:00 AM** with Brentwood Borough personnel, the Brentwood Police Chief, and all prospective candidates and other interested parties. The purpose of the conference is to present the scope of the project, tour the park, and answer any potential questions. Park layout and camera placements will be provided. The meeting will take place at the Brentwood Borough Community Room located downstairs of the Brentwood Library at 3501 Brownsville Road, Pittsburgh, PA 15227. This is an opportunity for VENDORS to raise concerns regarding specifications, terms, conditions, and any requirements of this request for proposals.

2.4. Direct Contact

Direct contact with any BOROUGH employee without the expressed permission of the Borough Manager or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

2.5. Proposal Submittal Requirements

Sealed proposals (one (1) original, one (1) copy, and one (1) electronic version), shall be submitted in a sealed envelope clearly marked in the lower left-hand corner "**RFP 2014-02; BRENTWOOD BOROUGH PARK IP SURVEILLANCE SYSTEM**" no later than **10:00 AM on July 17, 2014**. No proposal will be accepted after 10:00 A.M. and all proposals shall be delivered to the Borough Offices, 3624 Brownsville Road, Pittsburgh, PA 15227. All material submitted will become the property of Brentwood Borough and the only information available at the proposal opening will be the names of vendors submitting proposals. No facsimile of proposals will be accepted.

2.6. Debriefing

The BOROUGH requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the Administrative Offices for public review. Request a review time during normal business hours, 8 a.m. to 4 p.m., Monday through Friday.

2.7. Examination of Data

Before submitting proposals, prospective VENDORS shall carefully examine the Proposed Contract Documents, acquaint themselves with all governing laws, ordinances, etc. and otherwise thoroughly familiarize themselves with all matters which may affect the performance of the work. The act of submitting a proposal shall be considered as meaning that the VENDOR has so familiarized himself and, therefore, no concession will be granted by the BOROUGH because of any claim of misunderstanding or lack of information. VENDORS are expected to read and study all specifications with special care and to observe all their requirements. Discrepancies, ambiguities, errors or omissions noted by VENDOR should be reported promptly to the BOROUGH for correction or interpretation before the date of the opening of the proposal.

Proposals submitted may be reviewed and evaluated by any person, at the discretion of the BOROUGH, including third party and independent consultants retained by the BOROUGH, now or in the future, with the exception of individuals in direct competition with this proposal.

2.8. VENDOR Requirements

2.8.1 VENDOR must have at least 5 years of experience installing the specified type of equipment.

2.8.2 A list of at least 3 references of similar size and scope of project, and the dates of service MUST be provided with the bid. Please attach reference documentation.

2.8.3 VENDOR is responsible for any measurements, calculations, and other details that may require viewing the site. There will be a one-time pre-bid/site evaluation to all bidders.

2.8.4 VENDOR must provide documentation of completed camera manufacturer training and certification.

2.8.5 Awarded vendor must provide a minimum of 2 four (4) hours sessions of onsite training after installation.

2.8.6 Detailed specification sheets of all equipment MUST be submitted with bid.

2.8.7 VENDOR MUST submit with bid detailed drawings with layout and locations of all equipment and hardware to insure proper coverage is met.

- 2.8.8 VENDOR MUST submit line item pricing for all equipment, conduit, rental equipment, sub-contractors costs, cabling, labor, etc. in bid packet.
- 2.8.9 The selected VENDOR will be considered the primary contractor and will assume total responsibility to provide the BOROUGH with all material and services needed to make the system fully operational by the agreed upon date. The VENDOR will include references, names and responsibilities of those to be assigned to this project including subcontractors.
- 2.8.10 If the VENDOR decides to use the services of one or more subcontractors, the following applies: the VENDOR must agree to be responsible for the actions and quality of workmanship of the subcontractor (s). The VENDOR, at all times during performance and until work is completed and accepted, shall have on the premises a competent supervisor, satisfactory to the BOROUGH and with authority to act for the VENDOR. Subcontractors may not be used for support after product is delivered. Support must be provided directly from VENDOR.
- 2.8.11 By submitting a bid, the VENDOR certifies that they are a factory authorized dealer/distributor of product quoted and is qualified and equipped to offer in-house service, maintenance, technical training assistance, and warranty services, including availability of spare parts and replacement units.
- 2.8.12 VENDORS must demonstrate at least two (2) prior successful installations within the last three (3) years of IP surveillance camera systems over both LAN and WAN technologies with similar scope to this Project and include these details as part of the bid submittal. Evidence must include the entity, supervisor contact information, length of project and project description.
- 2.8.13 References that are no longer in business cannot be used. Inability to contact the supplied reference will result in that reference being deemed non-responsive and will not satisfy the bid requirements.
- 2.8.14 VENDORS receiving negative references may be eliminated from further consideration.
- 2.8.15 The BOROUGH reserves the right to request information about the VENDOR from any previous customer of the VENDOR of whom the BOROUGH is aware, even if that customer is not included in the VENDOR's list of references.

2.8.16 At the completion of the Project, the VENDOR shall restore to its former condition, all aspects of the project site and on a daily basis, shall remove all waste and excess materials, rubbish debris, tools and equipment resulting from or used in the services identified in this document. All clean up, restoration, and removal noted above will be by the VENDOR and at no cost to the BOROUGH. If the VENDOR fails in its duties under this paragraph, BOROUGH may upon notice to the VENDOR perform the necessary clean up and deduct the costs thereof from any amounts due or to become due to the VENDOR. It shall be the VENDOR's responsibility to remove trash from the areas it is working in and bring trash and debris to the dumpster.

SECTION 3. WORK REQUIREMENTS (SCOPE OF WORK)

INSTRUCTIONS: The following work elements and work tasks, along with the planning procedures presented as part of the work elements, constitute the work and product required to be performed and produced for a satisfactory Brentwood Borough Park IP Surveillance System.

3.1. General

Furnish engineering, labor, materials, apparatus, tools, equipment, transportation, temporary construction and special or occasional services as required to make a complete working security system installation, as described in these specifications.

Consult other Divisions; determine the extent and character of related work and properly coordinate work specified herein with that specified elsewhere to produce a complete and operable system.

Provide all labor, materials, equipment and training necessary for complete installation of the new IP Digital Video Surveillance System for the Borough of Brentwood.

Project is to be completed, including delivery, installation, and training by 120 days from receiving notice to proceed unless a revised schedule is mutually agreed upon by both parties.

This project shall be an all IP based system.

ALL exterior exposed cabling MUST be concealed in conduit.

3.2 Quality Assurance

All equipment, unless otherwise stated herein, shall carry a manufacturer's warranty of one year covering parts and labor and include a one-year advanced replacement program.

All servers and storage devices shall carry a three (3) year next day onsite repair with a three (3) day minimum replacement warranty.

No aftermarket servers or storage devices will be accepted as an approved equal.

The installing VENDOR shall be the primary contact for warranty responsibility for all equipment, material and work furnished and installed under this specification.

In the presence of owner representative, test-operate all functions of the installation, doing any explanation necessary of the operation and relevant safety features.

3.3 Specifications

The specifications below are a solution that will meet the needs of the BOROUGH. Any equivalent or equal solutions must be described in detail in the bid packet. The specifications below, although are separated, comprise one complete solution. All accessories including parts, cabling, and labor must also be included in the final price.

3.3.1 General

- All equipment and materials shall be standard components that are regularly used in the manufacturer's system.
- All equipment shall be thoroughly tested in actual use.
- All equipment shall be supported with an available toll-free (U.S. and Canada) technical support number from the manufacturer that is available at all times.
- Network Video Recorders shall have the capability to be managed and serviced from remote location via internet.
- Detailed specification sheets of all equipment must be submitted with bid.

3.3.2 Network Recording and Video Management System

1. Monitor Station

- a. The monitor station will be a thick client for viewing live and recorded video, along with handling administrative tasks.
- b. The thick client will support an encrypted XML file for storing settings. The file can be set up to be shared between many clients, allowing the administrator to update all clients with a single file push.
- c. Clients will be able to use Active Directory to authenticate users.
- d. The Monitor Station will display the servers it's connected to along with the server's cameras in a tree view on the left hand side.
 - i. The tree view will allow the user to see the status of the servers that the instance of the monitor station is aware of.
 - ii. The tree view will also include access to custom layouts, facility maps and action buttons.
 - iii. There will be an option to hide the tree on start up of the monitor station.
- e. The thick client will not be limited in the number of servers it can connect to.
- f. Live view will allow views of 1, 4, 8, 9, 10, 13, 16, 25 and 32 cameras. A widescreen option for 18 and 24 cameras will also be available.
 - i. Layouts will be selectable via icon or keyboard function keys.
 - ii. Layouts will not be limited to cameras from a single server.

- iii. Users will be able to get any combinations of layouts to cycle through on the main screen.
- g. Live view will allow cameras to be dragged and dropped onto the live view from the left hand tree. Cameras can be duplicated in a view.
- h. Users will be able to invoke a digital zoom by drawing a box.
- i. Digitally zoomed areas will be treated as a digital PTZ.
- j. Live view will support a full screen mode that hides the UI.
- k. Right clicking on a camera in live view will have the following behaviors:
 - i. Right clicking on a camera within live view will allow the user to be able to review the recently recorded video for that camera.
 - ii. Right clicking on a camera within live view will also allow access to the properties dialog box for that camera.
 - iii. Right clicking on a camera will bring up the option to save a still image of the live view.
 - iv. Allowing access to recorded video.
- l. Recorded video will be able to be accessed by right clicking the live view, expanding the camera in the tree view, or by opening the media player via the pull down menus.
- m. The Media player shall support the following functionality:
 - i. The ability to fast forward and rewind video at up to 16x normal playback speed. .
 - ii. The ability to generate clips of recorded video. The clips can be defined by either frame numbers or by the use of slider bars visible on the player.
 - iii. The ability to save video directly to a CD or to a local hard drive or network share.
 - iv. If motion detection and logging are enabled, a timeline of video will be displayed. The user will be able to zoom in on the timeline and use it to select where video will start playing from.
 - v. Users will have access to a motion log which will show motion events and how long they occurred for. Clicking on the entry will start the video from the appropriate spot.
 - vi. The player will support digital zoom.
 - vii. The player will have the option to allow an object search. The user will be able to define an area and seek out changes in the image within that area.
- n. A separate player will allow for the use of synchronized playback.
- o. The thick client will include a repair utility for corrupted video.
- p. The Monitor Station will be able to display logging information, such as changes to the server, lost camera signals and other errors. This functionality will be limited to administrative users. The log will be exportable as txt or to the Windows clipboard.

- q. Facility maps will be available in the software for viewing.
 - i. When the user hovers over a camera in the facility map it will display the camera in a window off the side of the map.
 - ii. While a camera is displayed it will allow access to recorded video from that camera as well as the live stream.
 - iii. If motion is detected at the camera, the camera will change color on the map.
 - iv. Cameras will display where they are pointed.
 - v. Embedded layouts will change the layout of the Monitor station if they are clicked on.
 - vi. Embedded Facility maps will cause the current map to change to the embedded map if clicked on.
- r. The software shall support the ability to open a live window that can be moved around. This window will be able to access the view of any camera or layout the user has access to.
- s. The user(s) will be able to enable or disable the following settings:
 - i. Server name in the live view.
 - ii. Camera Name in the live view.
 - iii. Audio notification on motion.
 - iv. Forcing aspect ratio.
 - v. Use Direct Show for display.
 - vi. Double clicking to change the server layout.
 - vii. Double clicking expands the camera.
 - viii. Allowing multiple live windows.
 - ix. Block live windows from popping up.
 - x. Live window always on top.
 - xi. The speed in which layouts cycle.
 - xii. Hiding left tree on start up.
 - xiii. Launching Facility maps on start up.
- t. User(s) with Administrator privileges will be able to configure the server and camera settings. Users will also be able to test SMTP settings and database settings.
- u. User(s) will be able to access a graphic representation of what the server's motion detection settings are picking up.
- v. Users will be able to configure user settings as well as layout settings from within the thick client.

2. Web Client

- a. The Web Client will be a thin client, using either an active-x control or an MJPEG streaming method.
- b. It shall support Google Chrome, Firefox and Safari.
- c. It will not be limited to Windows platforms only.
- d. Users will not be able to change any settings within the server via the thin client.
- e. Users will be able to select layouts for live viewing, or individual cameras or groups of cameras.
- f. Users will be able to access recorded video.
- g. The web client will use IIS as its web server.

3. Health Monitor

- a. The Health Monitor will listen for reports given by the service as to its status.
- b. If the Health Monitor detects anything abnormal, it will give a visual display through a web front end, or by sending out an e-mail.
- c. It will be able to support an unlimited number of servers.
- d. It will be hosted locally or across the internet.

4. LTS

- a. Long Term Storage solution will be a service that allows for automated backing up of the server.
- b. It will allow for transcoding of the video stored on the server.
- c. It will support reducing frame rate of video over a certain age.
- d. It will allow for continuous or scheduled usage.

5. Network Cameras: Refer to Attachment A – Product Specifications

- a. Five (5) DS-PBWS1CIP to be installed on pole numbers 1-2-8-9-10 (See attached map).
120 Volt 15 amp power supplied by the Borough.

Each DS-PBWS1CIP contains 1 – 3MP High Definition Varifocal IP Infrared camera. One PoE Switch, one long range wireless communications devise with two 10db gain antennas. One high impact resistant, water proof/weather proof NEMA rated container.

- b. Five (5) DS-PBWS2CIP to be installed on pole numbers 3-4-5-6-7 (See attached map).

Each DS-PBWS2CIP contains 2-3 MP High Definition Varifocal IP Infrared camera. One PoE Switch, one long range wireless communications devise with two 10db gain antennas. One high impact resistant, water proof/weather proof NEMA rated container.

Each DS-PBWS1CIP and DS-PBWS2CIP are project specific, self contained pole mounted devices, containing components designed to provide long range live streaming video and communications to multiple off site/remote locations.

- c. One (1) DS-WSPBAPSYS is a project specific self contained mast or roof mounted device, containing components designed to provide a long range access point for continuous live streaming video and communications to and from each DS-PBWS1CIP and DS-PBWS2CIP and to multiple off site/remote locations including the Brentwood Police Department. 120 Volt 15 amp power supplied by the Borough.

The DS-WSPBAPSYS will be installed at the Brentwood Library.

3.3.3 Labor & Installation

- 1. Installation must be scheduled with the **Brentwood Borough Manager** and must be completed by 120 days from receiving notice to proceed unless a revised schedule is mutually agreed upon by both parties.
- 2. Any debris resulting from vendor's installation of surveillance system must be promptly removed and disposed of by the vendor.
- 3. Vendor must include cabling, installation, and training in bid price.

3.3.4 TRAINING

- 1. A minimum of two (2) four (4) hour sessions of onsite training must be provided by the vendor for **Brentwood Borough** employees responsible for utilizing and maintaining the system. The Borough Manager will schedule the training with the vendor upon completion of the project.
- 2. Vendor must provide two (2) complete user guides including warranty/guarantee information, contact information for maintenance and repairs, and replacement parts listing. Manuals are to be either bound, in a 3-ring binder, or other hard cover book.

3.3.5 Miscellaneous

- 1. All costs for installation of complete, functional system must be included in the bid price. Space has been provided on the Bid Form for the amount(s) of these miscellaneous charges.
- 2. Any costs that have not been addressed within the specifications or listed on the following Bid Form must be described below. (or on an attached sheet)

- 3. All charges and fees must be listed on the following Bid Form. Otherwise, such charges and fees can not be paid.
- 4. Maintenance Contract – Following Year 1.

3.3.6 Locations & Quantities of Equipment

1. Locations

- a. Five (5) DS-PBWS1CIP to be installed on pole numbers 1-2-8-9-10 (See attached map).
120 Volt 15 amp power supplied by the Borough.

Each DS-PBWS1CIP contains 1 – 3MP High Definition Varifocal IP Infrared camera. One PoE Switch, one long range wireless communications device with two 10db gain antennas. One high impact resistant, water proof/weather proof NEMA rated container.

- b. Five (5) DS-PBWS2CIP to be installed on pole numbers 3-4-5-6-7 (See attached map).

Each DS-PBWS2CIP contains 2-3 MP High Definition Varifocal IP Infrared camera. One PoE Switch, one long range wireless communications device with two 10db gain antennas. One high impact resistant, water proof/weather proof NEMA rated container.

Each DS-PBWS1CIP and DS-PBWS2CIP are project specific, self contained pole mounted devices, containing components designed to provide long range live streaming video and communications to multiple off site/remote locations.

- c. One (1) DS-WSPBAPSYS is a project specific self contained mast or roof mounted device, containing components designed to provide a long range access point for continuous live streaming video and communications to and from each DS-PBWS1CIP and DS-PBWS2CIP and to multiple off site/remote locations including the Brentwood Police Department. 120 Volt 15 amp power supplied by the Borough.

The DS-WSPBAPSYS will be installed at the Brentwood Library.

Miscel Specs:

Login id/password for each user.

When recording is in progress, the proposed solution must have an embedded watermark showing the recording location, date and time (hh:mm:ss).

3.3.7 Quantities: Item quantities are noted on the Bid Form.

3.3.8 Substitutions

- a. References to brand names are to establish minimal standard requirements. They are not intended to limit competition.
- b. Only one (1) manufacturer has been listed. Bids on items or materials manufactured by other manufacturers will be considered substitutions and **MUST** be of equal or higher quality, performance, and durability. **Brentwood Borough** reserves the right to request demonstration of similar equipment to determine whether substitution is equal or better.
- c. Any substitution or deviation from specified items **MUST** be fully documented to be considered. Substitutions must be of equal or higher quality than specified.

BASE BID FORM

Note: in case of a discrepancy between unit price and total price, unit price shall prevail.

Location / Description	QTY	UNIT PRICE	TOTAL PRICE
Brentwood Borough IP Surveillance System			
DS-PBWS1CIP Network Camera	<u> 5 </u> @	\$ _____	\$ _____
DS-PBWS2CIP Network Camera	<u> 5 </u> @	\$ _____	\$ _____
DS-WSPBAPSYS Network Camera	<u> 1 </u> @	\$ _____	\$ _____
_____	<u> </u> @	\$ _____	\$ _____
_____	<u> </u> @	\$ _____	\$ _____
_____	<u> </u> @	\$ _____	\$ _____
Installation, Labor and Equipment		\$ _____	\$ _____
Training		\$ _____	\$ _____
Shipping & Handling		\$ _____	\$ _____
Miscellaneous: _____		\$ _____	\$ _____
<u>BASE BID - TOTAL FOR BRENTWOOD BOROUGH</u>			\$ _____

SECTION 4. ORGANIZATION AND REQUIRED SUBMITTALS FOR PROPOSAL

In order to provide the BOROUGH with information that will enable us to evaluate qualifications from interested firms, please provide your firm's responses as to the following items in the outlined order provided:

4.1 Letter of Transmittal

This letter should include:

- a statement indicating your understanding of the work to be performed;
- an affirmation of the firm's qualifications for professionally and expertly conducting the work as understood;
- the firm's contact person concerning the proposal, a telephone number and email address where that person can be reached; and,
- a clear statement of the firm's, and/or the principals of the firm, relationship(s) with, or knowledge of any officials or employees of the Borough of Brentwood and the nature of this relationship or knowledge.

Note: Failure to clearly state and fully disclose any of the information required in the letter of transmittal shall be grounds for the Borough of Brentwood to reject the firm's proposals and will be grounds for immediate cancellation of any contract entered into between the Borough of Brentwood and the firm without payment of work completed.

4.2 Profile of Firm

This should be a brief statement indicating the firm's experience in conducting work of the nature sought by this RFP. Advertising brochures on the firm may be submitted as a part of this profile as long as the brochures specifically address the experience of the firm related to the work to be performed. Additionally, this profile should include:

- the location of the firm's office that will provide the proposed services;
- resumes of individual VENDORS or employees proposed to conduct the work and the specific duties of each VENDOR or employee relative to the proposed work;
- list relevant facility studies the architectural firm has completed;
- provide additional information regarding your firm's capabilities to produce a facility study for the BOROUGH; and
- any other information describing the firm may be included if it relates to the capabilities and expertise of the firm in doing comparable work.

4.3 Project Profiles

Provide specific project profiles of projects completed by the firm (including client name, building type, project budget and photographs)

4.4 Project References

Provide a reference list including contact person, project name, address and phone number.

4.5 Specialty Services

Identify specialty services or strengths of your organization

4.6 Explanation of Work to be Performed

The proposal must include a detailed description of the procedures and methods you propose to use to complete the work requested by the Borough of Brentwood. This is important because the methods and procedures proposed will receive primary consideration in evaluating your proposal. Examples of similar work will be helpful and may be included.

4.7 Work Schedule

A project work schedule shall be provided with the RFP which includes time frames for each major work element and dates for completion of the work. All appropriate project details should be specified in the implementation schedule. Schedule should provide days of each phase, not dates of completion. Beginning of project will be determined by both the BOROUGH and VENDOR. Implementation timeline should include tasks and length after date of project beginning. The successful VENDOR shall assign a primary contact who will assume overall responsibility for the project and provide communication with the BOROUGH during the installation phase.

4.8 Profession Fees

Provide your proposed fee to provide and install the work for the BOROUGH as identified in the above Scope of Work. An itemized estimate of reimbursable expenses must be included. The total amount of maximum payment must be stated.

The cost shall be based on the products and services provided and "out-of-pocket expenses" and shall not exceed the maximum cost proposed unless an amendment to the contract is negotiated and approved by the proper authority of the Borough of Brentwood.

Your method of billing must be indicated. The preferred practice of the Borough of Brentwood is to pay for this type of service upon completion of the work and receipt of the required report; however, the Borough of Brentwood will consider paying on a periodic basis as substantial portions of the work are performed.

Regardless of the billing method used, ten percent (10%) of the total contract price will be withheld until the final product is approved by the Borough of Brentwood.

4.9 Other Submittals

Additionally, documents attached as appendices to this RFP shall be fully executed and returned with the proposal as follows:

- Nondiscrimination Certification (For proposing firm)

SECTION 5. CONSTRAINTS ON THE SUCCESSFUL VENDOR

5.1 VENDOR's Responsibility

It shall be the VENDOR's responsibility to perform under this Contract and provide continuous and smooth operations of the work as specified in the proposal.

The Scope of Work is intended to cover the complete services that may be required. It shall be distinctly understood that failure to mention any work, which would normally be required to complete the project, shall not relieve the Proposer of his responsibility to perform such work.

The successful VENDOR will comply with all applicable state and local laws, codes, ordinances, rules and regulations as applicable to the work to be performed.

5.2 Annulment of Contract

Should the Proposer fail to fully satisfy the customer, or to comply with orders of the BOROUGH, or to perform such work that has been rejected as defective and unsuitable, or if the Proposer shall become insolvent or be declared bankrupt or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, the BOROUGH shall have the right to annul its Contract at the BOROUGH's convenience.

5.3 Personal Liability of Public Officials

In carrying out any of the provisions of this Contract or in exercising any power of authority granted herein, there shall be no personal liability upon the BOROUGH or its authorized assistant, it being understood that in such matters he acts as the agent or representative of the BOROUGH. In addition, the VENDOR shall agree to indemnify the BOROUGH with respect to any legal suit, claim or proceeding which may be brought against it by any third party claiming that the use of the proposed system constitutes an infringement of any patent or trade secret. The successful VENDOR will further agree to defend the BOROUGH against any such claims and to pay all litigation costs, attorney's fees, settlement payments and any damages awarded or resulting from any such claims.

5.4 Insurance

The Proposer shall agree to keep in force, at their own expense the following insurances. Inclusion of appropriate certificates of insurance will satisfy this requirement.

Insurance Requirements

Professional Liability	\$1,000,000.00
General Liability	\$1,000,000.00
Medical Insurance	\$ 500,000.00
Automobile Liability	\$ 500,000.00
Umbrella (Excess Liability)	\$2,000,000.00

Upon award of Contract, the Proposer shall provide a copy of a Certificate of Insurance with the Borough of Brentwood named as an “Additional Insured” to Liability Coverage on the Certificate for the duration of the Contract.

5.5 Risks of Loss or Damages to Equipment

All risks of loss or damages to the equipment during and until delivery to the BOROUGH as a result of fire, theft, water, malicious mischief or other cause shall be borne by the successful VENDOR. This responsibility shall continue until receipt and acceptance by the BOROUGH.

5.6 Completion of Project

VENDOR must complete the project including delivery, installation, and training by 120 days from receiving notice to proceed unless a revised schedule is mutually agreed upon by both parties.

SECTION 6. COMPLIANCE WITH THE RFP

All proposals submitted shall be in strict compliance with the RFP and failure to comply with all provisions in the RFP may result in disqualification or rejection of the proposal.

SECTION 7. REVISIONS DUE TO AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP

Any ambiguity, conflict, discrepancy, omissions or other error/s discovered in the RFP must be reported immediately to the Borough of Brentwood, George Zboyovsky, PE, Brownsville Road, Pittsburgh, PA 15227, in writing and a request made for modifications or clarification. All changes to RFPs will be made in writing (addendum) and all parties who have received the RFP will receive the addendum. Proposers are responsible for clarifying any ambiguity, conflict, discrepancy, omission or error in the RFP prior to submitting the proposal or it shall be deemed waived.

SECTION 8. IMPLIED REQUIREMENTS

Any service that is not specifically addressed in the RFP, but which is necessary to provide functional capabilities proposed by the Proposer, must be included in the proposal.

SECTION 9. PROPOSALS AND PRESENTATION COSTS

The Borough of Brentwood, or its agencies, is not liable in any way for any costs incurred by the Proposer's in the preparation of their proposals in response to the RFP, nor for the presentation of their proposals and/or participation in any discussion or negotiations.

SECTION 10. REJECTION OF PROPOSALS

The Borough of Brentwood, or its agencies, reserves the right to accept in part or in whole any or all proposals submitted or to waive any technicality or minor irregularity in a proposal. Unreasonable failure of a Proposer to promptly supply the BOROUGH with information with respect to responsibility may be grounds for a determination of non-responsibility.

All Proposals, RFPs, are contingent upon budgetary constraints.

SECTION 11. EXCEPTIONS TO FORMAT

The RFP describes the requirements and response format in sufficient detail to secure comparable proposals, recognizing that various proponent approaches may vary widely. Any proposal that differs from the described format may be considered **non-responsive and rejected.** Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, proposer must expressly state that no exceptions are taken.

SECTION 12. VALIDITY OF PROPOSALS

All proposals shall be valid for ninety (90) days from the date of the RFP opening and become the property of the BOROUGH. If negotiations result in modifications to the RFP, then ninety (90) days will commence from the date of the receipt of the new proposal. This period may be extended by mutual written agreement between the Respondent and the Borough of Brentwood.

SECTION 13. EVALUATION CRITERIA

All proposals will be evaluated based in part on the technical and professional expertise and experience of the firm, the proposed method and the procedures for completion of the work, the product, and the cost of the proposal. The apparent ability of the firm to be independent and objective in performing the requested work will also be considered. Brentwood reserves the right to add additional evaluation criteria as it deems appropriate.

13.1 Technical Expertise and Experience

The technical expertise and experience of the firm will be evaluated using the following factors:

- The overall experience of the firm in conducting work similar to that which is to be provided to the Borough of Brentwood.
- The expertise and professional level of the individuals proposed to conduct the work for the Borough of Brentwood.
- The clarity and completeness of the proposal and the apparent general understanding of the work to be performed.

13.2 Procedures and Methods

The methods and procedures proposed to be used to conduct the work requested as they relate to thoroughness and objectiveness will be of primary importance in evaluating proposals.

13.3 Cost

The cost will be weighed in relation to the other proposals received and shall be evaluated relative to the products and the services to be received by the Borough of Brentwood, the overall level of expertise of the specific firm's personnel proposed to do the work for the Borough of Brentwood, examples of similar successful projects, and reputation of the firm.

13.4 Interview

There will not be any interviews associated with this proposal.

13.5 Proposal/Evaluation Schedule

The following is the tentative schedule that will be used in the evaluation process. Certain parts of the process may take more or less time than indicated.

- | | |
|------------------------------|--------------------------------|
| • Advertise RFP | June 26, 2011 and July 3, 2014 |
| • Pre-Submittal Meeting | July 8, 2014 @ 11am |
| • Deadline for RFP | July 17, 2014 @ 10am |
| • Review Proposals | July 18, 2014 – July 21, 2014 |
| • Recommendation to Council | July 21, 2014 |
| • Possible Council Action | July 28, 2014 |
| • Possible Award Project/NTP | July 29, 2014 |

SECTION 14. CONTRACT

A proposed agreement is included (APPENDIX B) for your review. If you believe that this agreement is adequate, it should be completed in all material respects, including execution, and returned with the proposal. If you feel that an alternative agreement is more suitable, you may submit such as a part of your proposal. However, the Borough of Brentwood reserves the right to enter into the enclosed agreement with the successful firm or to negotiate the exact terms of a professional (consulting) services contract.

END