



Sports & Exhibition Authority

When you have the time, Pittsburgh has the place.

REQUEST FOR QUOTES

For

Chiller Plant Filtration System Replacement at the David L. Lawrence Convention Center

April 23, 2025

Owner:

Sports & Exhibition Authority of Pittsburgh and Allegheny County
171 10th Street, 2nd Floor
Pittsburgh, PA 15222
412.393.0200

Owner's Managing Agent for the Facility:

SMG
1000 Fort Duquesne Blvd.
Pittsburgh, PA 15222
412.565.6000

Chiller Plant Filtration System Replacement

AT THE DAVID L. LAWRENCE CONVENTION CENTER

The Sports & Exhibition Authority will receive pricing for the furnish and install of four microfiltration bag filter units at the David L. Lawrence Convention Center. Inquiries regarding this opportunity should be made to Morgan Schmitt, Facilities Manager, e-mail: procurement@pgh-sea.com, phone: 412.325.6137. There is no formal bid for this project. For details on the scope of work, please contact Morgan Schmitt.

General Scope: Furnish and install two microfiltration stainless steel bag filter units for the condenser and chilled water loops (Four filters total)

- #2 Bag Filter Housings in 304 stainless steel, 2" NPT inlet and outlet, 150 PSI pressure rated
- All piping should be Type L copper with mechanically crimped or soldered joints
- Valving, pressure gauges, and drains shall be provided
- All ancillary hardware and fasteners shall be galvanized or stainless steel
- Systems shall be supplied complete, tested, and ready for service
- On-site visit required. Please contact Morgan Schmitt at mschmitt@pittsburghhcc.com to schedule.

Written quotes will be due at 2:00pm on Friday, May 2, 2025.

Quotes should be submitted via email to procurement@pgh-sea.com.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

OWNER: Sports & Exhibition Authority of Pittsburgh and Allegheny County
171 10th Street, 2nd Floor
Pittsburgh, PA 15222

FACILITY: David L. Lawrence Convention Center

OWNER'S MANAGING
AGENT FOR THE
FACILITY: SMG

DATE: _____

PROJECT NAME: Convention Center – **Chiller Plant Filtration System Replacement**

CONTRACTOR: _____

PROJECT MANAGER: Morgan Schmitt

WORK – Contractor agrees to perform the work including all labor, materials, and equipment required to complete the following and as identified below (the "Work"):

➤ _____
➤ _____

TIME OF COMMENCEMENT – The Work to be performed under this Contract shall be commenced as of TBD and be complete no later than June 30, 2025.

CONTRACT PRICE – Owner agrees to pay Contractor for the performance of the Work, including all items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated herein, on the basis identified below:

I. STIPULATED SUM

_____ For a total lump sum of _____

PERMITS – Prior to commencement of the Work, Contractor shall obtain all required permits to perform the Work and furnish a copy to Owner. Owner shall assist Contractor, if necessary, in obtaining such permits.

PAYMENTS – Unless otherwise provided, progress payments will be made within forty-five (45) days of receiving a completed invoice (includes such items as W-9, insurance, lien waiver, WMBE/MBE report) For construction contracts, final payment and retention of 10% will be paid within forty-five (45) days of completion, provided all paperwork has been submitted and approved with the final invoice. Payments must be approved by Project Manager and Facilities Manager. For construction contracts, Contractor shall waive its right to lien for work paid by any progress payment and final payment is contingent upon full and final release of liens for all work performed. Contract Price is payment in full unless reimbursements are clearly authorized in this Agreement. 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 SEA website (www.sea-pgh.com) under the tab, INFO CENTER/Frequently Requested Information.

INDEMNIFICATION AND INSURANCE. The Contractor will indemnify, protect, defend and hold harmless SMG, 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, attorneys 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 Contractor in its performance of the services rendered under this Agreement. Unless waived in writing by the Authority, the Contractor will maintain general liability insurance, including automobile liability insurance, related to its activities under this Agreement in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate together with an umbrella policy in the amount of Two Million Dollars (\$2,000,000). The Contractor will further maintain workers' compensation insurance, with respect to any employees of Contractor performing work related to this Agreement. Prior to execution of this contract, Contractor will deliver certificates of insurance to the Project Manager identified 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 on general 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 shall be pursuant to an occurrence basis policy (rather than claims made policy). Liability insurance shall be primary and non-contributory. Contractor agrees to waive subrogation in regard to payment of any damages arising under or related to this agreement and payable through insurance. All insurance carriers hereunder shall be rated at least "A" in the AM Best Guide. The rights and obligations of the parties under this paragraph will continue notwithstanding termination of this Agreement for any reason.

CHANGES – Owner may make changes in the Work. Contractor shall not proceed with changes (either additions or deletions) without a change order executed by both Owner and Contractor, stating the methods of payment, the amount and the time involved in the change.

GUARANTY – Contractor warrants and guarantees that the Work shall be performed in a good and workmanlike manner and that Contractor shall, at its expense, replace or repair all defects to the Work which occur within one (1) year after final completion.

LAW AND POLICY – Contractor will perform this contract in compliance with applicable law. In connection with this contract, Contractor (a) will not discriminate against any employee or applicant or subcontractor 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, (b) will make a good faith effort to include minority business enterprise and women business enterprise participation. Contractor shall not disclose confidential information gained by virtue of this contract. Contractor 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 Owner.

MBE/WBE PLAN-----Contractor 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 Enterprise and ten percent (10%) of the contract amount be expended for participation by Women Business Enterprises. Contractor's Plan for Participation is attached hereto and made a part hereof as **Exhibit**

BONDS -- If this Contract is for construction, reconstruction, alteration or repair of a public building, public improvement or other public work and is in an amount in excess of \$5,000, Contractor agrees to provide to Authority a Payment bond and Performance bond, each in the full amount of the Contract in form and substance satisfactory to Owner. The cost of the bonds is included within the contract price set forth above. Following delivery of required bonds to Owner and prior to commencement of Work, Contractor may be responsible for filing an Advance Waiver of Liens in form satisfactory to Owner at the Allegheny County Department of Court Records

ACT 45 -- The contract price includes all sales tax and also reflects sales tax savings available to Contractor pursuant to Act 45 which provides that purchase of certain items, defined as Building Machinery and Equipment, are exempt from sales taxes when a contractor makes the purchase pursuant to a contract with a tax-exempt entity. (The Authority is a tax-exempt entity).

PUBLIC WORKS EMPLOYMENT VERIFICATION -- For all public works projects the total cost of which is in excess of \$25,000, Contractor shall deliver to Owner as part of the Contract an executed Public Works Employment Verification Form wherein Contractor certifies it has used the federal E-Verify system to compare the information on each of its employees I-9 forms with the social security numbers in the federal system. Contractor shall inform all subcontractors that they must verify all employee's social security numbers in the federal E-Verify system. Contractor will deliver to Owner an executed Public Works Employment Verification Form for each of its subcontractors.

MISCELLANEOUS -- This Contract expresses the total agreement between the parties. All oral or written negotiations and prior or subsequent dealings are merged into this Contract. Any amendment of this Contract must be in writing signed by both parties hereto and all terms and conditions shall remain in effect. All notices shall be in writing to the addresses stated herein.

SPECIAL PROVISIONS -- (None)

CONTRACTOR FEDERAL ID NO. _____

CONTRACTOR CITY OF PITTSBURGH TAX ID NO. _____

Witness the due execution hereof the date set forth above.

OWNER: SPORTS & EXHIBITION AUTHORITY
OF PITTSBURGH AND ALLEGHENY COUNTY

CONTRACTOR:
[Name of Contractor]

By: _____

By: _____

Title: Executive Director

Title: _____

EXHIBIT C

SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY

Minority and Women Business Enterprise Participation

The Authority requires that all contractors and subcontractors¹ 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

¹ “Contractor” refers to the contractor under a construction contract or service contract.

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.

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 contracting 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 _____

Schedule A
MBE/WBE SOLICITATION STATEMENT

Failure to complete this form and submit it with bid/proposal is grounds for rejection of this bid/proposal.

NAME OF BIDDER/PROPOSER: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

CONTACT PERSON: _____

BID or PROPOSAL PACKAGE/CONTRACT: _____

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

#	MBE/WBE Company Name and Address	Certification Agency and Certification Number	MBE (x)	WBE (x)	Contact Person	Phone/Email	Date Contacted		Potential MBE/WBE Contract Amount (\$)	Form of Participation					Potential MBE Credit Amount (\$)	Potential WBE Credit Amount (\$)
							By Phone	By Mail		Prime (x)	Sub (x)	Full Service Supplier (x)	Broker (x)	Eligible Amount (%)		
1	-----															
2	-----															
3	-----															
4	-----															
5	-----															

Prepared by: _____ Title: _____ Phone: _____

Attachment B
MBE/WBE PARTICIPATION PLAN

PROJECT LOCATION: _____
BID or PROPOSAL PACKAGE/CONTRACT: _____
PRIME CONTRACTOR: _____

PRIME CONTRACT AMOUNT: _____

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

#	MBE/WBE Company Name and Address	Certification Agency and Certification Number	Specific Description of Work to be Provided	MBE (x)	WBE (x)	MBE/WBE Contract Amount (\$)	Form of Participation					MBE Credit Amount (\$)	WBE Credit Amount (\$)	MBE Credit Percentage (%)	WBE Credit Percentage (%)
							Prime (x)	Sub (x)	Full Service Supplier (x)	Broker (x)	Eligible Amount (%)				
1	-----														
2	-----														
3	-----														
4	-----														
5	-----														

Total MBE/WBE Contract Amount (\$)

Total MBE Credit Amount (\$)	Total WBE Credit Amount (\$)	Total MBE Credit Percentage (%)	Total WBE Credit Percentage (%)