

CITY OF ALLENTOWN  
REQUEST FOR PROPOSAL  
**RFP NO. 2024-13**  
**CONSTRUCTION MANAGEMENT SERVICES**



QUESTIONS DUE NO LATER THAN:

**JUNE 10, 2024 AT 4:00 P.M.**

RESPOND NO LATER THAN:

**JUNE 26, 2024 AT 2:00 P.M.**

ALL INQUIRIES:

Purchasing Agent

City of Allentown

Purchasing Office

435 Hamilton Street

Allentown, PA 18101-1699

Phone: 610-437-7624

Fax: 610-437-7618

[purchasing.agent@allentownpa.gov](mailto:purchasing.agent@allentownpa.gov)

**To become a registered vendor and receive automatic notifications of any current bid solicitations for the City of Allentown, you must register online with the City's automated "Public Purchase" system. Sign-on and register @**

**<http://www.publicpurchase.com>**

**There is NO vendor fee for this service.**

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I. DEFINITIONS

The following terms and expressions used in this document shall be understood as follows:

1. Wherever the word "City" is used, it shall be understood to mean the City of Allentown, Pennsylvania.
2. Wherever the word "Contractor" is used, it shall be understood to mean the party engaged to perform all work described herein.
3. Wherever the word "Administrator" is used, it shall be understood to mean the Contract Administrator of the City of Allentown or his duly appointed successor, or representative, acting within the scope of the duties entrusted to them and as stated in the contract.
4. Wherever in the specifications appear the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that the direction, requirement or permission of the Administrator is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved or acceptable or satisfactory to the Administrator.
5. Wherever the word "Contract" or "Contract Documents" is used, it shall mean and include this Request for Proposal, contract, advertisement, information for contractors, proposal, contract provisions, specifications, plans, agreement, addenda, and bonds (if applicable).
6. Wherever the word "Default" is used it shall be understood to mean the Contractor's inability to comply with the terms and conditions as set forth in the Invitation to Bid, Quote, Contract or Purchase Order. This is inclusive but not limited to the Bid/Proposal/Quote pricing and Contract Term and any arrears that may be due and owing to the City.

II. GENERAL INFORMATION

A. PURPOSE

This Request for Proposal (RFP) is for the City of Allentown to receive proposals from qualified firms capable of providing Construction Management Services for the construction of the new Police Headquarters.

B. PROPOSAL SUBMISSION

The City of Allentown, Purchasing Office has transitioned to ONLY electronic submissions of proposals through Public Purchase, effective January 1, 2023. This will improve the flow of vendor information and transparency; bid results will be available immediately upon opening. Submissions shall be opened electronically and publicly posted on Public Purchase's website. Vendors must submit proposals online; those who fail to submit complete proposals through <https://www.publicpurchase.com/> will not be considered for award. Submissions must include a Technical Proposal and Cost Proposal through Public Purchase in the appropriate drop down. No faxed or emailed proposals will be accepted. Responses received after the prevailing date and time will be rejected as non-responsive.

1. **Do not include any cost proposal information within the technical proposal. The inclusion of cost proposal information in the technical proposal will cause the entire proposal to be deemed non-responsive and disqualified without review by the evaluation committee.**
2. Proposal must be submitted through Public Purchase. No faxed or e-mailed proposals will be accepted.
3. Proposals must be accompanied by the Signature Page. Failure to sign and submit the Signature Page with the bid will result in the bid being rejected as non-responsive.
4. Late is late. Proposals must be received by the date and time specified in the solicitation. Late submissions will not be accepted. It is incumbent upon Respondents to ensure that their proposals arrive in the Purchasing Office by the designated date and time. Any proposal received after the exact date and time specified for receipt will not be considered. In order to ensure fair bidding practices, the City of Allentown will not be responsible for late submissions for reasons outside of its control (i.e., traffic, third party delivery failure, etc.).
5. Any proposals that fail to follow the specifications and procedures in this RFP for proposal submission may be deemed non-responsive and disqualified without review by the evaluation committee.
6. Proposals will be handled confidentially by the City during the pre-award process.
7. The proposal shall be binding for a period of ninety (90) days from the due date for submission.
8. The City of Allentown will not be responsible for any expenses incurred by a contractor in connection with this procurement.
9. If necessary, interviews and or oral presentations, or both, will be scheduled by the Evaluation Committee with one or more of the contractors. Respondents must have qualified personnel available for said interview/oral presentation upon short notice, (one week or less).
10. In accordance with Ordinance No. 15224, all bids, contracts, and engagement contracts are subject to City Council approval by resolution at a public meeting.
11. After Notice from the City, the successful bidder has ninety (90) days from the "Official Award Date" to enter into a fully executed contract with the City, or forfeit, as liquidated damages, the Bid Security and/or the City reserves the right to rescind the award.
12. Please note: the City will not accept the unilateral changes/amendment made to the Bid/RFP/Quote at the time of submission. At said time the City reserves the right, to reject any or all offers and to waive informalities and minor irregularities in offers received.



C. PROCUREMENT SCHEDULE

This Request for Proposal will follow the following tentative schedule:

1. QUESTIONS

Any questions regarding this Request for Proposal should be posted to the questions link under the appropriate solicitation on [www.PublicPurchase.com](http://www.PublicPurchase.com)

All questions must be received by 4:00 p.m. on June 10, 2024. Inquiries received after 4:00 p.m. on June 10, 2024, will not receive responses.

2. PUBLIC OPENING

The Technical and Cost Proposals are to be uploaded as separate attachments, labeled appropriately, are due no later than **June 26, 2024 at 2:00 p.m.** (For further information see Section II – General Information)

III. GENERAL CONDITIONS

- A. No verbal information to contractors will be binding on the City. The written specifications will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the specifications will be made in the form of written addenda which will be posted on PublicPurchase.com. These addenda shall then be considered to be part of these specifications.
- B. Submission of a proposal will be considered as conclusive evidence of the contractor's complete examination and understanding of the specifications.
- C. The City of Allentown reserves the right to reject any and all proposals submitted and to request additional information from any Contractor and the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Allentown. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more contractors to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. A contractor may then be requested to provide a best and final offer with new pricing based on the negotiations. Proposals may be rejected and negotiations terminated based on the negotiations. Award will be based on the offers submitted, as well as any and all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City.

**In the event there should be the co-mingling of cost pricing in the technical proposal in any way, the submission will be deemed not compliant with the terms and conditions as set forth herein and will be rejected.**

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- D. The award will be made to that responsive and responsible contractor whose proposal, conforming to specifications, will be most advantageous to the City; price and other factors considered, such as delivery time, quality, service, etc. The award may or may not be made to the firm with the lowest cost.
- E. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the Contractor. Any such adjustments in price shall be made in writing.
- F. The date on which City Council approves said resolution shall be known as the Official Award Date.
- G. After notice from the City, the selected contractor has ninety (90) days from the "Official Award Date" to enter into a fully executed contract. If a contract is not executed by the selected contractor, then the City reserves the right to retract the Notice of Award and enter into a contract with another contractor.
- H. Proposals must be uploaded as separate attachments. Unsigned proposals will not be accepted. Technical and Cost proposals that are not in separate attachments will not be accepted. Contractors are expected to examine all instructions, specifications, drawings, sites, installation, etc. Failure to do so will be at the Contractor's risk.
- I. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or who had failed to faithfully perform any previous contract with the City. Where work is to be performed by a subcontractor, the contractor must name that the Contractor is fit and capable to perform the required work.
- J. Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following the opening date and may be extended at the agreement of both parties.
- K. AUTHORITY

The Purchasing Agent, as the designee of the Mayor, has the sole responsibility and authority for negotiating, placing, and when necessary, modifying each and every invitation to bid, request for proposal, purchase order or other award issued by the City of Allentown. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned Buyers.

No other City officer or employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate the government of the City of Allentown for indebtedness.

Any purchases contrary to these provisions and authorities shall be void and the City shall not be bound thereby.

- L. AUTHORIZATION TO DELIVER MATERIALS OR SERVICES

All purchases must be properly authorized in advance. Contractors must first obtain, and are prohibited from shipping any merchandise or providing any

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services prior to receiving, an official award letter, notice to proceed, a purchase order number, a hard copy purchase order or a valid purchasing card account number. The City will be under no obligation to pay for merchandise delivered or services provided resulting from violation of this rule.

M. BACKGROUND CHECKS

By submitting a proposal in response to the City's solicitation, the Contractor hereby consents to a background check that the City, in the exercise of its sole but reasonable discretion, may deem appropriate to conduct, including, without limitation, a financial history, a credit check, a criminal history check, a litigation history check and a judgment, judgment lien, tax lien and bankruptcy search of the Contractor. The Contractor agrees to release and hold harmless the City from any and all claims in any way arising from such a background check conducted by the City or its agents of the Contractor. The City reserves the right to reject any and all responses to the City's solicitation in the event the results of any such background check are found to be unsatisfactory to the City in the City's sole discretion.

The City shall keep all information derived from the background check confidential and shall only use such information for the purposes of City solicitations.

N. COMPLIANCE WITH LAWS

The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract.

O. CONTRACTOR COMPLIANCE

Each contractor is required to be in compliance with the City of Allentown's local tax requirements. Accordingly, each contractor shall register for and obtain a business tax license prior to the award of this contract. For further information on obtaining a business tax license with the City of Allentown contact the Revenue and Audit Manager, at 610-437-7506.

P. CONTRACT TERMINATION

The CITY reserves the right to terminate this Agreement upon seven (7) days written notice to the CONTRACTOR either for cause or convenience, in the event the CITY decides not to proceed with the services, or funding is not appropriated by City Council.

Q. CONTROLLING LAW

This Request for Proposal is governed by and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of laws provisions. Venue for any disputes shall be in the Court of Common Pleas of Lehigh County, Pennsylvania.

R. DEFAULT

Failure to perform in accordance with the terms and conditions and/or specifications contained herein shall constitute cause for termination for default. If

the bidder defaults after City Council awards a bid and bid performance security was required, the City will execute the bid security as liquidated damages. If the bidder defaults after City Council awards a bid and bid performance security was *not* required, the bidder shall pay to the City liquidated damages as set forth in the section titled Liquidated Damages. Additionally, the successful bidder may lose eligibility to transact business with the City for a period of not less than one (1) year.

The City may then procure the commodity or services from the next lowest bidder(s). The next lowest bidder's prices must remain the same as originally bid and must remain firm for the duration of the contract. The default bidder will then be held liable to the City for the difference between the awarded bid price(s) and the price the City pays to secure the commodity or services from another source, in addition to attorney's fees and costs of collection.

S. EQUAL EMPLOYMENT

Contractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, veteran's status, political opinions or affiliations, lawful activity in any employee organization, national origin, age, disability or marital status. Contractor will take affirmative action to ensure that applicants and employees are treated fairly during employment without regard to race, color, religion, sex, gender identity, sexual orientation, veteran's status, political opinions or affiliations, lawful activity in any employee organization, national origin, age, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

T. FUNDING

In the event that sufficient funds are not appropriated by the Council of the City of Allentown, Pennsylvania; or, if appropriated, are not allocated or available; or, in the event the amounts due hereunder are to be paid with funds given to the City by another private or government entity, and such funds are not sufficient for continuation of this agreement during any fiscal year after the City's first fiscal year; the City may, without breach, upon written notice to the Contractor, terminate the contract in whole or in part.

U. GRANT FUNDED PROJECTS

In the event that all or part of the funding for this Contract is the result of a Grant, including but not limited to State or Federal Grants, and said Grant term is extended then in such an event, the Contract that is the result of this solicitation shall too automatically be extended to coincide with the Grant term.

V. INDEMNIFICATION

1. The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of public enemy, acts of government, quarantine restrictions, general strikes throughout the trade, or by freight embargoes not caused

or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by the City.

2. The Contractor shall alone be liable and responsible for, and shall pay for, any and all loss or damage sustained by any person or party, either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.
3. The Contractor shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes; and he shall assume the defense of and indemnify and hold harmless the City, its employees, agents, officials, representatives, attorneys, and assigns from any and all liability, both negligent and non-negligent, arising directly or indirectly out of all activities conducted in connection with this project and/or the performance hereof, including but not limited to payment of all fees for its/their attorneys and all incidental litigation expenses in the event the City or any of its employees, agents, officials, representatives, attorneys, and assigns are sued upon a claim emanating or supposedly emanating from the execution and/or performance thereof, whether or not the City or any of its employees, agents, officials, representatives, attorneys, and assigns are held liable. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

W. INSURANCE

The Contractor, prior to commencing work, shall provide, at its own expense, the following insurance to the City of Allentown as evidenced.

1. Certificates of Insurance, ONLY if the insurance policy includes a provision that specifically references a certificate of insurance as a means to effect coverage and actually require the issuance of a certificate to trigger insured status with this particular endorsement. Both the endorsement and the certificate are required.  
Or
2. Provide the CGL policy so that the City of Allentown can confirm that there is sufficient coverage as an additional insured under the existing policy showing that any person(s) or organization(s) shown in the Schedule is also an additional insured, then the COI along with the policy are acceptable.  
Or
3. Separate Additional Insured Endorsement naming the City of Allentown as additional insured.

We must require the organization or its CGL insurance company to provide notice to the City of changes in the CGL policy that affects our coverage as an additional insured no less than thirty (30) days prior to cancellation or material change in the policies to the Risk Management Department.

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Certificates of Insurance, along with the appropriate endorsement, if your insurance policy includes a provision that specifically references a certificate of insurance as a means to effect coverage and actually require the issuance of a certificate to trigger insured status with this particular endorsement, both the endorsement and the certificate should be provided. Whatever is provided as proof must be provided annually, as long as the contract between the City and the insured is in effect. In the description of operations section, of the Certificate of Insurance please provide the following statement "RFP Contract Number; Title of the contract: City of Allentown, its officers, agents and employees are included as Additional Insured to the General and Auto Liability if required by written contract"

Nothing contained in this section shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under the contract

COMPREHENSIVE GENERAL LIABILITY

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000

Include this verbiage: Additional Insured for "ongoing operations" and "products and completed operations" for a period of three years after final payment and shall be ISO endorsements CG 20 10 07 04 and CG 20 37 07 04 or their equivalent.

AUTO LIABILITY

Each Accident — Combined Single Limit	\$1,000,000.
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PROFESSIONAL LIABILITY

Each Loss	\$1,000,000
Aggregate	\$1,000,000

UMBRELLA OR EXCESS LIABILITY (To overlay General Liability, Auto Liability and Employer's Liability coverages)

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

WORKERS' COMPENSATION/EMPLOYER'S LIABILITY

Workers' Compensation	As required by statute
Employer's Liability	
Each Accident	\$100,000
Each Employee for Injury by Disease	\$100,000
Aggregate for Injury by Disease	\$500,000

Workers' Compensation policy shall include a Waiver of Subrogation against The City of Allentown, its elected officials, agents and employees

Prior to commencement of the performance of the Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Allentown, its elected officials, agents, and employees as Additional Insured.

Contractor's Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is a Named Insured. To the fullest extent permitted by applicable state law, all policies shall contain a Waiver of Subrogation Clause. The Certificate shall note the project and provide that no policies may be cancelled without thirty (30) days advance written notice to the City.

**CERTIFICATE OF INSURANCE shall be issued to:**

**City of Allentown**

**Attn: Risk and Safety Manager**

**435 Hamilton Street, Allentown, PA 18101.**

Ensure In the description of operations section, of the Certificate of Insurance please provide the following statement "RFP Contract Number; Title of the contract: City of Allentown, its officers, agents and employees are included as Additional Insured to the General and Auto Liability if required by written contract.

All insurance policies shall be in effect with companies holding an A.M. Best rating of "A" or better or financial rating of IX or better with the A.M. Best's Company Key Rating, Guide Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City. Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

**X. INTEREST OF CITY OFFICERS AND EMPLOYEES**

No person, Contractor, firm or corporation contracting with the City for purposes of rendering personal or professional services to the City shall share with a City officer or employee, and no City officer or employee shall accept, any portion of the compensation or fees paid by the City for the contracted services provided to the City.

**Y. LIQUIDATED DAMAGES**

Time is of the essence for the performance of the Contract and the specifications, deadlines, and procedures established herein are mandatory. Meeting the deadlines set forth in the resulting contract is an essential and material term of the performance of the contract.

The City is authorized to deduct and retain any monies that may be due or become due to the Contractor under this agreement. The daily charge per calendar day of \$200.00 is based on the original contract amount ranging between \$100,000.00 to \$500,000.00.

Contractor acknowledges and agrees that the damage caused to the City by the failure to comply with the specifications, deadlines, and procedures set forth in the resulting contract and the failure to provide contracted services will lead to deductions for non-performance. In the event the City deems Contractor to be in Default of the contract, the City shall notify Contractor by a declaration of default in writing, delivered by U.S. mail or hand delivery. The City, in its sole and absolute discretion, may or may not elect to provide Contractor with an opportunity to cure

the default. If the City elects not to provide Contractor with an opportunity to cure or if Contractor fails to cure within the period provided by the City, the City may immediately terminate the contract.

Z. MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION

When procuring property or services to be paid for in whole or in part with community Development Block Grant funds, all grant recipients must follow procurement policies and procedures that meet federal standards.

Procurement methods are based on full and open competition, with very limited exceptions.

It is the public policy of the City of Allentown to promote the opportunity for full participation by minority and women's business enterprises ("MBE's" and WBE's) in all housing and community development programs receiving funds from the City of Allentown Department of Community and Economic Development.

It is the responsibility of the contractor to complete and report all HUD compliance forms to the City.

To see all guidance on MBE/WBE outreach please see the City's website at <https://www.allentownpa.gov/Portals/0/files/CommunityDevelopment/MinorityAndWomenEnterprisePlan.pdf?ver=2020-06-18-110058-897>

The City of Allentown wants to increase the participation of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in its purchasing activities. This is not a set aside program. Please indicate your MBE/WBE participation in the space provided on page M1 of the Bid Response Form.

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) is defined as follows:

Companies certified as a minority or women owned business by the State of Pennsylvania, member of a **STATE** accredited minority business council, member of a **STATE** accredited women business council and/or member of a **STATE accredited** local regulatory agency or business chamber certification as a minority or women enterprise.

Additional Requirements:

- a Corporation or other business entity, including but not limited to Sole Proprietorship or a Partnership/joint venture, controlled by minorities or women in which at least 51% of the voting interest and 51% of the beneficial ownership interest are held by minorities or women.
- Owned by United States citizen or citizens.
- Business must be independent of any other business entity or entities, no franchise location.
- Minority or women owner or owners must hold the highest office in the business (President, CEO, etc.).
- A minority and women business enterprise combined is termed a minority woman business enterprise (MWBE).
- MBE/WBE subcontractors must perform more than 75% of the cost of the subcontract, not including cost of materials, with its own employees.



Participation Levels:

- The City of Allentown Department of Finance has established Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) minimum participation levels (MPLs).
- A firm which is both an MBE and a WBE will only receive credit toward MPLs as either an MBE or WBE, but not both. Bidders must indicate on Form DCED-CCD-286, MBE/WBE Contact/Solicitation and Commitment Statement whether the firm is being listed as either an MBE or a WBE.
- MBE/WBE prime contractors are not required to submit MPLs.
- MPLs serve exclusively as a threshold in determining bidder responsiveness. A bidder will not be rejected as not responsive solely because it fails to reach the MPLs.

Responsiveness:

- MPLs must be complete and understandable listing whether the subcontracted firm is a MBE, WBE or MWBE.
- Bidder must submit a MBE/WBE Subcontractor and Supplier Solicitation and Commitment Form (Page M1) with the bid. **Failure to submit the Form with the bid will result in the bid being rejected as non-responsive.**
- A bidder should only solicit MBE/WBE subcontractors, vendors, manufacturers, or suppliers whose services, material, or supplies are within the scope of work and which the bidder reasonably believes it will choose to subcontract or purchase.
- Bidders failing to meet the minimum levels of participation must submit concurrently with the bid, an explanation of why the MPLs have not been met. This explanation must demonstrate that the bidder has not engaged in discriminatory practices in solicitation and utilization of qualified **MBE/WBE** to perform as subcontractors or suppliers of goods and services related to the performance of this contract. The evidence submitted by the bidder must demonstrate the following:
  - Indicated whether MBE/WBEs were solicited for each type of work the bidder expects to subcontract for and for all materials which the bidder expects to procure and, if not, the reason(s) why no solicitation was made;
  - Indicate the reason why an MBE/WBE has not been committed to for a type of subcontract work or materials in any area where a quotation was received from a MBE/WBE; and
  - In any case where no quotations were received nor commitments made to MBE or WBE firms, indicate on MBE/WBE Subcontractor and Supplier Solicitation and Commitment Form that no quotations were received.
  - **If the bidder fails to submit such evidence, the bid submission shall be considered non-responsive and the bid will be rejected.**
  - Information related to the above may be submitted on bidder form or additional paper.

Responsibility:

- The submittals of each bidder are subject to review to determine whether the bidder has discriminated in the selection of manufacturers, subcontractors and suppliers. If a bidder has met the MPLs for MBE/WBE participation, the bidder will be presumed not to have discriminated in their selections. Where the MPLs are not met, the City will determine whether discrimination has occurred. If, after investigation including a review of Form DCED-CCD-286, it is found that discrimination has occurred, the reviewed bidder shall thereby be deemed to be not responsible and the bid will be rejected.
- Documentation submitted by the bidder should meet the following standards for review:
  - The bidder whose actions resulted in a limited or no commitment to MBEs/WBEs was not motivated by consideration of race or gender.
  - MBEs/WBEs were not treated less favorably than other businesses in the contract solicitation and commitment process.
- Solicitation and commitment decisions were not based upon policies which disparately affect MBEs/WBEs.
- Commitments to MBE and WBE firms made at the time of bidding must be maintained throughout the term of the contract, unless a change in commitment to these firms is preapproved by the administering agency performing the evaluation of the invitation for bid submitted by the bidder should meet the following standards for review:

The City may obtain documents and information from any bidder, contractor, subcontractor, supplier, or manufacturer that may be required in order to ascertain bidder or contractor responsibility. Failure to provide requested information may result in the contractor being declared not responsible.

If sub-contractors will not be used or the prime contractor is a WBE or MBE check Form M1 in the upper right corner and return with Bid Proposal. If subcontractors are to be used Form 1 must be completed and submitted with the RFP. Non submission of Form M1 may be sufficient cause for rejection of the RFP as not responsive. For a directory of MBE/WBE businesses in Pennsylvania visit: <https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx>.

Contract Provisions

The following provisions will be included in construction contracts and/or in professional service contracts:

- Construction Contracts
  - The prime contractor must provide the City with a report of MBE/WBE subcontracting activity on a quarterly or per project basis, whichever is sooner. The report shall reflect the names of, and the total dollar amount paid to all MBE/WBE subcontractors (including suppliers) utilized under this contract.
  - MBE/WBE Subcontractors must provide the City with a report reflecting the prime contractors who have purchased their services and/or supplies on a quarterly basis. The report shall reflect the name of the prime

contractor and the total dollar amount invoiced and total dollar amount received for payment.

- City Compliance Procedures
  - A letter will be forwarded to the prime contractor by the City informing them of their quarterly or per project reporting requirements. In addition, a letter will be forwarded to all MBE/WBE subcontractors (copy to the prime contractor) informing them of their reporting requirements.
  - The City will review all reports received from the prime contractor and all subcontractors to determine if the commitments made by the prime contractor in his/her bid are being met. If reports are submitted on a per project basis, this review is to be done prior to final payment being made to the contractor and/or subcontractor.

#### Records and Reports

- The Contractor will keep such records as are necessary to determine compliance with its minority and women business enterprise commitments. These records must be in sufficient detail to indicate the number of minority and women businesses, the contract work performed, and the percentage of minority and women businesses performing work. Additionally, the contractor is required to maintain an open file for a specified period, during which time the contract compliance person may make periodic reviews of records pertaining to relevant contracts.

#### AA. IDENTIFIED BUSINESS ENTERPRISE PREFERENCE

For the purpose of this section, Identified Business Enterprises (IBE) shall include small business, small diverse business, and veteran business enterprises as they are defined and certified by and through the PA State Bureau of Diversity. Inclusion and Small Business Opportunities and as recognized by Federal regulations or other third-party certifying agencies approved by City Council in the form of a resolution passed at a public meeting. Section 3 residents and businesses as defined by the HUD Act of 1968, an amended, and certified through the HUD portal shall also be included.

When bids are received from the IBE, the firm shall receive 10 points towards their final score.

In order to qualify for the preference, set forth above, the IBE must be properly licensed to do business in the City of Allentown and in compliance with all City Ordinances and regulations.

#### BB. NON-EXCLUSIVE CONTRACT

The contract resulting from this solicitation shall be non-exclusive and the City may procure the good or services covered by this solicitation, at any time, from other sources at its sole discretion.

#### CC. OBSERVANCE OF LAWS

The Contractor at all times shall observe and comply with all federal, state and city laws, bylaws, ordinances and regulations in any manner affecting the conduct of

## CONSTRUCTION MANAGEMENT SERVICES

the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or contract.

DD. ORGANIZATION CONFLICT OF INTEREST

- A. The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a Contractor's organizational, financial, contractual or other interests are such that:
  - 1. Award of the contract may result in an unfair competitive advantage; or
  - 2. The Contractor's objectivity in performing the contract work may be impaired.
- B. The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the City which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The City may, however, terminate the contract or task/delivery order for the convenience of the City if it would be in the best interest of the City.
- C. In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the City, the City may terminate the contract.
- D. The terms of this clause shall be included in all subcontracts and agreements wherein the work to be performed is similar to the service provided by the Contractor. The Contractor shall include in such subcontracts and agreements any necessary provisions to eliminate or neutralize conflicts of interest.

EE. OPEN RECORDS LAW/PUBLIC INFORMATION

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception.

Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law.

The following are not subject to disclosure under an exception in the Law:

- 1. A proposal pertaining to the City's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all proposals; and

2. Financial information of a contractor or offeror requested in an invitation to bid or request for proposals to demonstrate the contractor's or offeror's economic capability.

FF. PERFORMANCE BOND

Contractor shall provide an annual Performance Bond signed by a surety company authorized to do business in Pennsylvania, or irrevocable letter of credit, approved by the City Solicitor, in an amount equal to one hundred percent (100%) of the annual contract price. Beginning Year Two and every year thereafter, the Performance Bond will be equal to one hundred percent (100%) of the Contract value for that Year.

GG. PRICES

All prices quoted in BID/RFP/Quote submission shall be binding through the term of the Contract/Purchase Order, unless agreed upon in writing by both Parties.

ii. Price Escalation Clause

If requested in writing ninety (90) days prior to the end of the first contract term, or any subsequent renewal terms, the City may consider pricing increases if the following conditions exist:

1. There is a verifiable price increase to the Contractor;
2. The Contractor submits, in writing, notification of the price increase;
3. The price increase shall be comparable to documented manufacturers' or distributors prices' price changes or industry related indices;
4. Price increases due to seasonal and/or unforeseen market conditions; and
5. The Contractor shall submit the above information to the Purchasing Department no less than ninety (90) days prior to the effective date of the requested price increase.

When the Contractor has complied with the aforementioned conditions, Purchasing will review the information to determine if it is in the best interest of the City to adjust the pricing on the product(s) bid, in conjunction with the Contractor's effective date of price increase.

The Contractor must receive written notice from the Purchasing Department that the City is in acceptance of the new price(s) before they can be implemented.

*Additionally, the Contractor is also expected to pass along any and all decreases on products/services OR keep pricing constant (remain the same) when market conditions warrant no such increase.*

HH. TIMELINE

Contractors should review and become familiar with the Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of the Contractor to check for any changes. All changes that require

RFP NO. 2024-13  
CONSTRUCTION MANAGEMENT SERVICES

material change, specification change or Timeline change will be made through an addendum to this Request for Proposal and posted on Public Purchase (Publicpurchase.com).

SCHEDULE	DATE/TIME
Advertise Request for Proposal	May 24, 2024
Deadline for Questions	June 10, 2024 at 4:00PM
Publish Addendum	June 11, 2024 at 4:00PM
Public Opening	June 26, 2024 at 2:00PM
Evaluation Committee Review of Technical Proposal	July 3, 2024 at 2:00PM
Evaluation Committee Review of Cost Proposal	July 8, 2024 at 9:00AM
Responding Firms Oral Interview/Presentation	TBD
Presentation to City Council	August 7, 2024 at 6:30PM

**Technical and Cost Proposals shall be submitted as separate uploaded documents.**

II. TRANSFERS AND ASSIGNMENTS

1. Contractor shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void.
2. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against contractor or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Contractor, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.
3. Shareholders and/or partners of contractor may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of contractor to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this agreement, approval thereof shall be required. Consent to any such transfer shall only be refused if the City finds that the transferee is lacking in experience and/or financial ability to render and provide services.

JJ. VARIANCE TO BID DOCUMENTS

For the purpose of bid evaluation, contractors must indicate any or all variances to the bid documents and/or specifications as stated, no matter how slight. Any deviations from specifications and alternate bids must be clearly indicated with complete information provided by the contractor. Alternate bids may or may not be considered by the City. The City has the sole authority to decide what is in the best interest of the City, and their decision shall be final and binding. If variations are not stated in the bid, it shall be construed that the bid submitted fully complies in every respect to our bid documents. Submission of alternate documents, other than as included and/or requested in the current solicitation may cause your submittal to be considered non-responsive.

KK. SEXUAL HARRASSMENT

As a contractor of the City of Allentown, you are expected to comply with the City of Allentown's Sexual Harassment Policy. Contractors and contractors are required to exercise control over their employees, agents, and subcontractors to prohibit acts of sexual and verbal harassment and agree as a term and condition that failure to comply with the City's policy regarding sexual harassment may result in termination of this contract without advance notice. Further information regarding the City's sexual harassment policy is available from the City's Human Resource Department.

IV. WORKSCOPE

Project Overview

The City of Allentown is seeking professional construction management services for the new Police Headquarters that would be located at 425 Hamilton Street. The City seeks to contract with a firm that has prior experience managing this type of facility and a successful history of collaborating on the same or similar type of project.

The City has conducted a feasibility study and was presented to council on February 7, 2024 which determined the best location for the new building. The study also gave two budgets, a low budget option of \$28,377,558.00 and a high budget of \$36,991,900.00.

The City would like to work on obtaining an Architect and a Construction vendor with the firm we contract with through the City's Solicitation process. The firm with collaborate with City personnel, and other applicable consultants and team members, and will provide, among other services, cost estimating, constructability reviews (through design and on-site reviews as necessary or required), value engineering, communication management, scheduling, and preconstruction planning throughout the preconstruction phase.

The Construction Manager (CM) shall attend meetings with all personnel needed as required to facilitate estimating, scheduling, and preparing the project for eventual competitive solicitations.

The CM shall provide a project execution plan, this plan should include items such as the contracting plan (prime, prime subs, packaged work, etc.), coordination and progress meetings format, schedule and minutes, progress tracking tools for schedule and budget, change control process, etc.

The CM shall develop a detailed master project schedule to include the activities of other project team members – Architect, City, construction contractors, etc. The schedule shall include any related work to be performed by others, project approvals, and any other milestones that would affect the project schedule. This preliminary schedule shall be updated at the Construction Documents Phase and periodically thereafter. The Construction Manager must advise the City when, the demands of the schedule are such that it will impact the cost of the project and must estimate these cost impacts.

The CM shall manage and maintain agendas for team meetings with key personnel at all design, and pre-construction and construction meetings. These should be dispersed to the committee.

The CM shall provide constructability reviews in all stages of design and make recommendations for exploratory work as needed to properly identify concealed existing conditions at the site to ensure that the project can be built within the established schedule and budget. The CM shall provide value engineering recommendations as required during the design process by participating in the design process and providing review and consulting services. Provide costs for the deduct alternates, to be identified in the process of value engineering. It is expected that the CM will attend design meetings on an “as needed” basis as determined by the City and the Architect.

The CM and the City shall jointly write the Bid/RFP in accordance with the City’s Purchasing Office to develop the final sets of bidding documents that will be published on Public Purchase.

The CM shall develop evaluation criteria for the Technical and Cost Proposal analysis and any related specifications and cost estimates or other information necessary for the City to make the determination for contract awards to the successful contractors.

#### Bidding Phase

The successful firm shall provide support services during the bidding and proposal review period including, but not limited to:

- attending pre-bid meetings;
- reviewing the qualification of the bidders and respondents;
- reviewing the actual Bids/RFPs in detail; and
- making recommendations relative to the selection of a contractor(s).

### V. CONTRACT TERM

The award of this contract is subject to the approval of City Council as referenced in Section II(B)(12). The Contract term shall commence upon full execution and shall cease two (2) years thereafter. Upon written agreement, this contract may be extended for up to an additional one (1) year renewal beyond the contract expiration period.

### VI. EVALUATION AND AWARD CRITERIA

A. In general, proposal will be evaluated in terms of:

1. The firm’s ability to meet the RFP requirements.
2. The qualifications of the specified persons who will be performing the requested services.
3. The prior experience and reputation of the firm in similar projects.
4. Cost, in a separate uploaded document, clearly stating Cost Proposal, Title and Number of the RFP.

B. The award will be made by written notification within ninety (90) days of the receipt of all proposals. Submission of a proposal shall be representation that the submitting firm understands the scope of the project.

C. Interviews may be held with one or more firms before a final selection is made. The award may or may not be made to the lowest cost proposal.



Criteria	Highest Score Possible
<b>TAB A. IBE Preference</b>	<b>10 POINTS</b>
<b>TAB B. Proposals and Experience</b>	<b>25 POINTS</b>
<b>TAB C. Methodology</b>	<b>25 POINTS</b>
<b>TAB D. Timeline</b>	<b>15 POINTS</b>
<b>TAB E. References</b>	<b>15 POINTS</b>
<b>TAB F. Cost Proposal</b>	<b>20 POINTS</b>

**1. TAB A: IBE Preference (10 Points)**

- a. If respondent qualifies for the IBE preference the proposal will automatically receive 10 points. In order to receive the 10 points respondent needs to comply to section II., Z and fill out page C.

**2. TAB B: Proposals and Experience (25 Points)**

- a. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm.
- b. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications, and licenses, etc.
- c. Describe the experience of the firm in performing services in similar size and scope.
- D. Prior examples of similar work and showing the experience of the Consultant in developing and completing similar Bids/RFPs.

**3. TAB C: Methodology (25 Points)**

- a. Proposals must include a narrative description of the firms plan for accomplishing the work and services to be provided to the City.
- b. Proposals must indicate a clear understanding of the scope of work, including a detailed project plan for this engagement outlying major tasks and responsibilities, time frames, and staff assigned for each category of the scope of work identified above.
- c. Proposals shall identify progress reports that will be made available during the process and key decision points.
- d. Proposals shall clearly distinguish the firms' duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

**4. TAB D: Timeline (15 Points)**

- a. Proposals must include a timeline that includes at a minimum, each decision point and milestones for each step of the process. A separate timeline should be provided for the initial engagement or start up process and the on-going services to be provided during the course of the agreement.

**5. TAB E: References (15 Points)**

- a. Provide references for similarly successful projects from Governmental agencies including the name of the agency, contact name, telephone, fax and email address.

**6. TAB F: Cost Proposal (20 Points) (in a separate uploaded document)**

- a. Proposals shall be based on a fixed fee for the project as a whole.
- b. Proposed staff hours and cost must be broken down by task as well as anticipated out-of-pocket expenses.

**VII. AUTHORITY TO DISTRIBUTE BID PACKAGES**

- A. The City of Allentown Purchasing Office is the sole entity authorized to provide this RFP package to interested companies or individuals. Firms who are working from a RFP package obtained from any other source may have an incomplete set of documents. The City assumes no responsibility for any error, omission, or misinterpretation resulting from a company's use of an incomplete RFP package.
- B. Firms who have received the RFP package from a source other than the City's Purchasing Office are advised to contact the office to provide their company name, mailing address, telephone number, fax number, contact name and contact e-mail address. This will ensure that the company receives all RFP related communications and documents, including addenda.

**VIII. ADDITIONAL TERMS AND CONDITIONS**

- A. Only the terms, conditions, and specifications appearing in this invitation to Bid are applicable and in full force and effect. The City reserves the right to deem conditional bids (i.e. counter-bids on specific terms and conditions) non-responsive and may not be considered, in the sole opinion of the City. The Contractors authorized signature appearing in the invitation to Bid attests to this.

**IX. PAYMENTS AND INVOICING**

- A. Mail invoice in duplicate to:

City of Allentown  
Accounts Payable  
Room 110  
435 Hamilton Street  
Allentown, PA 18101

- B. The City of Allentown has launched an accounts payable solution that incorporates electronic payments in order to improve process efficiency and reduce the cost of processing check payments.

Paymode-X is a secure payment network that supports payments made by ACH while providing our vendors with additional value and benefits. Paymode-X will give you the flexibility to receive electronic remittance in your preferred format, plus an array of features to make managing receivables and collaborating with businesses like ours easier. Paymode-X makes it easy for you to track payments, accept new payers, and report out on the status of invoices.

The City of Allentown is encouraging you to sign up for Paymode-X's secure platform and begin receiving payments as soon as payments are ready. Please complete and return the Paymode-X attachment and we will sign you for the platform.

Proposals must be accompanied by the Signature Page. Failure to sign and submit the Signature Page with the bid will result in the bid being rejected as non-responsive.

To: The City of Allentown, Pennsylvania

### Construction Management Services

The Undersigned, having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to all terms and conditions set forth in the bid and to furnish all labor, material, tools, equipment and services to furnish the requirements called for in the bid, for the prices stated.

The Undersigned hereby certifies that this response is genuine and not fraudulent or made in the interest of or on behalf of any person, firm, or corporation, not herein named, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a false or fraudulent bid or prohibited any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any Bidder.

A signed Bid/quote submitted to the City obligates the bidder to all terms and conditions stated within the bid/quote document.

Company Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_ FAX No. \_\_\_\_\_

### TRADING AND DOING BUSINESS AS (Check One)

☐ Individual

☐ Partnership

☐ Corporation

Federal I.D.# \_\_\_\_\_ or Social Security # \_\_\_\_\_



(Seal)

Addendum #1 \_\_\_\_\_ (date)

Addendum #2 \_\_\_\_\_ (date)

Addendum #3 \_\_\_\_\_ (date)



Pursuant to the City's Administrative Code Section 130.16 (H), for all non-competitive RFP contracts or financial assistance in excess of \$2,500, an individual or business (including: family members with a financial interest in the business, business associates, subcontractors, contribution to a PAC which makes a candidate contribution, consultants) shall not make a contribution in excess of \$250.00 inclusive of in-kind services in the aggregate, to a candidate for any elective City office or to an elected City office incumbent during the incumbent's term of office.

**VENDOR INFORMATION**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**CONTRIBUTION DISCLOSURE**

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
			\$
			\$

☐ Check here if the information is continued on subsequent page (s).

**SUB-CONTRACTOR/CONSULTANT IDENTIFICATION**

Name	Employer	Address

☐ Check here if the information is continued on subsequent page(s).

I certify that NO contributions in the aggregate total over Two Hundred Fifty (\$250.00) Dollars were made to an applicable public official by me, a family member or representative. I understand that this certification applies for the length of this contract, and that breach of such contribution rules shall be cause for the void of this contract. I further understand that I will be liable for liquidated damages of 10% of the maximum payment made to me should this contract be voided due to my breach of such contribution rules.

Read and accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title/Position

Date: \_\_\_\_\_

Article 815B of the Home Rule Charter of the City of Allentown requires that bids received from an Identified Business Enterprise, i.e. Small Business, Small diverse Business, and Veteran Business, will receive 10 points towards their final score. In order to qualify for the preference, the IBE must be properly licensed to do business in the City of Allentown and in compliance with all City Ordinances and regulations.

**BIDDERS SHALL COMPLETE THE FOLLOWING:**

\_\_\_\_\_ We qualify for the IBE Preference because:

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\_\_\_\_\_ We do not qualify for the IBE Preference.

**FAILURE TO RESPOND AFFIRMATIVELY TO THE ABOVE WILL IN NO WAY HAVE A NEGATIVE IMPACT ON YOUR BID.**

FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED: \_\_\_\_\_

TITLE: \_\_\_\_\_

MBE/WBE SUBCONTRACTORS AND  
SUPPLIER  
SOLICITATION AND COMMITMENT FORM

CITY OF ALLENTOWN  
PURCHASING OFFICE  
435 HAMILTON STREET  
ALLENTOWN, PA 18101

RFP NO. 2024-13

Page M1

No subcontractor needed \_\_\_\_\_  
Prime Contractor is a MBE or WBE \_\_\_\_\_

**INSTRUCTION FOR COMPLETION OF THE MBE/WBE SUBCONTRACTOR AND SUPPLIER SOLICITATION AND COMMITMENT FORM**

The purpose of this form is to determine whether the bidder has discriminated in the selection of subcontractors and suppliers. Bidders must solicit MBE and WBE vendor participation for any work the bidders intend to subcontract or for any supplies/materials required to perform the contract.

1. Provide the company names, address, telephone number, fax number, email address and contact person.
2. Provide subcontractors name, address, zip code, telephone number and contact person.
3. Indicate whether the firm is a certified MBE or WBE. Place an (X) in the appropriate column. If the firm is certified MBE and WBE, the bidder will receive credit for the firm as either MBE or WBE.
4. Briefly describe the specific work to be performed and/or materials to be supplied by the certified MBE or WBE. In order to count towards reaching the MPLs, bidders must solicit certified MBE's/WBE's in the areas which they are certified. For example, if an MBE/WBE is certified for electrical supplies and the bidder lists plumbing supplies, the bidder will not receive credit.
5. Enter the total dollar (\$) amount of the quote received. If the quote was received in the form of unit prices or hourly rates, a total dollar amount must still be provided. If the subcontractor did not respond to the bidder, the bidder must indicate "No Response". Copies of all MBE/WBE quotes must be submitted with the bid **in the cost proposal or as a separate uploaded document with Page M1**. **REMINDER: DO NOT include any cost in the technical proposal.**
6. Enter acceptance or rejection of the quote.
7. If quote is rejected complete the reason for rejection of the quote.
8. The bidder must complete both pages and submit form **Page M1** with its bid.
9. The bidder must include on **Page M1** all solicited and unsolicited quotes received by the bidder from MBE's and WBE's as long as the quotes are within the scope of work.
10. The bidder's contact with MBE/WBE subcontractors and suppliers should be a minimum of (10) days prior to the bid opening date. This will ensure that MBE/WBE's have sufficient time to prepare a quote. Ten days is a guide. However, adequate time must be provided to all subcontractors and suppliers to respond.

If additional forms are needed, you are permitted to photocopy form.

**IMPORTANT NOTICE: FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH BIDS OVER \$40,000.00 WILL BE SUFFICIENT CAUSE FOR REJECTION OF THE BID AS NOT RESPONSIVE.**

**COMPANY NAME:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **E-MAIL ADDRESS:** \_\_\_\_\_

\_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

[illegible]

CITY OF DEPARTMENT OF COMMUNITY & ECONOMIC DEV.  
MWBE-9-08 - (9-08)

(PLEASE PRINT)

**MINORITY & WOMEN'S BUSINESS ENTERPRISE  
PRIME CONTRACTOR'S QUARTERLY UTILIZATION REPORT**

(This form should be returned within 10 working days at the end of each quarter.)

<b>PRIME CONTRACTOR'S FIRM NAME</b>					<b>REPORTING PERIOD</b>			
<b>ADDRESS</b>					<b>CONTRACT NUMBER</b>			
<b>TELEPHONE</b>								
<b>CONTACT PERSON</b>					<b>DATE RECEIVED (Office use Only)</b>			
List State certified minority and/or women-owned businesses whose services and/or supplies you have purchased in reference to this contract.								
COMPANY NAME	ADDRESS	TELEPHONE NUMBER	MBE (X)	WBE (X)	TRANSACTION		DATE PAID	MBE/WBE ACTUAL DOLLARS*
					SUB CONTRACT (X)	SUPPLIES (X)		
<b>Prepared By:</b>	<b>Title:</b>				<b>Phone No:</b>		<b>E-Mail Address:</b>	



# SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the Verified column indicating that the items are completed and/or enclosed with your bid proposal packet.

VERIFIED	DESCRIPTION OF SUBMITTAL	REF PAGE NO.
	Signature Page	Page A
	Political Contribution Disclosure Form	Page B
	IBE Preference Form	Page C
	MBE/WBE Commitment Form	Page M1
	MBE/WBE Prime Contractor Form	Page D
	Remember to attach a copy of your most recent W-9 Form.	
	Remember to direct any/ all bid questions using the Public Purchase Website. Utilizing this site will guarantee questions are documented and answered quickly and promptly electronically or responded to in form of an addendum.	
	Remember to check Public Purchase for any Addenda that may have been issued regarding this bid.	
	Remember that when submitting your sealed bid to clearly label your submission with your company name, bid number and title.	
	Remember to check that there is <b>NO COST</b> in your technical proposal. The inclusion of cost proposal information in the technical proposal will cause the entire proposal to be disqualified.	

## **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

### **1. Remedies.**

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

### **2. Termination for Cause and Convenience.**

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### **3. Equal Employment Opportunity.**

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 601.3 must include the equal opportunity clause provided under 41 C.F.R. § 601.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

#### **b. Key Definitions.**

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities

providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will

take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

(3)

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance,** Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

#### 8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The

key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or



attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)”

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

#### 10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
  - (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
    - (ii) meeting contract performance requirements; or
    - (iii) At a reasonable price.
  - (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

#### 11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1)The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2)The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3)The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will

comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

## **ATTACHMENT NO. 1**





# ALLENTOWN POLICE DEPARTMENT

## FEASIBILITY STUDY

CITY COUNCIL PRESENTATION • FEBRUARY 07, 2024

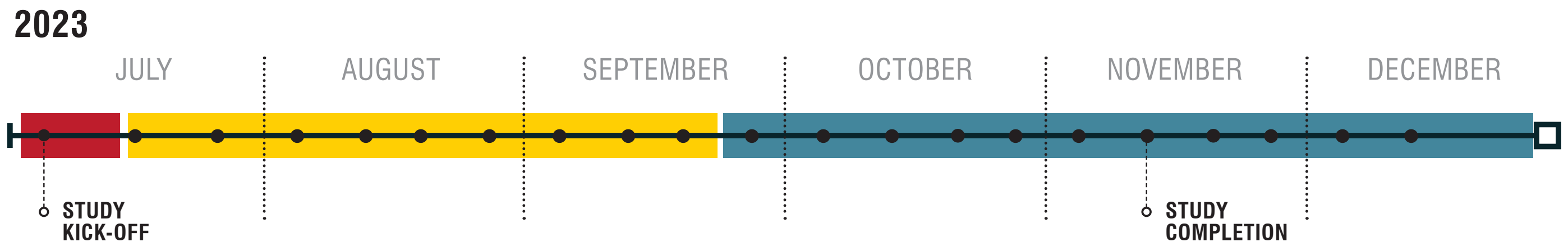
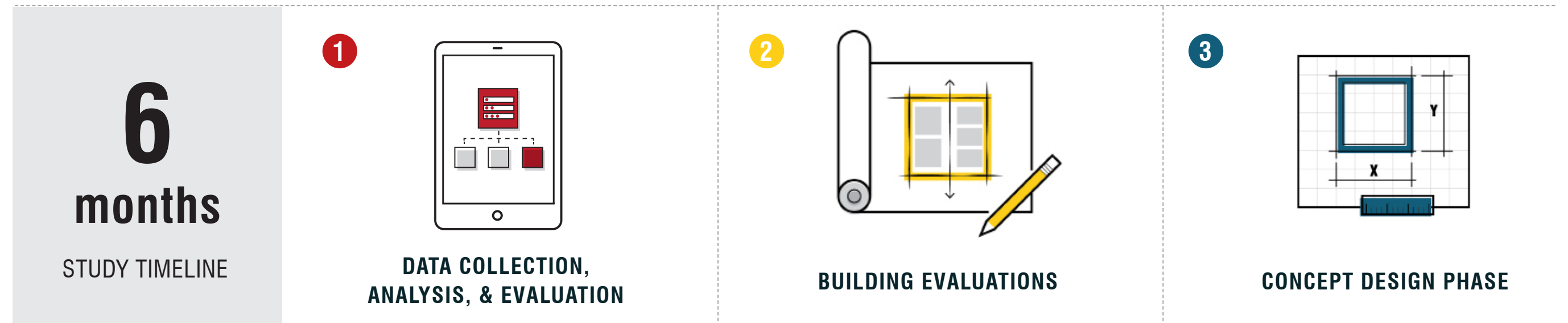
**ALLOY5**  
ARCHITECTURE



**D'HUY Engineering, Inc.**  
A TRADITION OF EXCELLENCE



# FEASIBILITY STUDY OVERVIEW



DESIGN TEAM



CITY OF ALLENTOWN

- Michael Becker - *Assistance Chief of Police, Operations*
- Jeb Bortz - *Associate Utility Engineer*
- Jennifer Gomez - *Director of Planning & Zoning*
- James Gress - *Assistant Chief of Police, Support Services*
- Mark Hartney - *Deputy Director*
- Genesis Ortega - *Communications Manager*
- Kyle Pammer - *Captain of Administration*
- David Petrik - *Deputy Director of Public Works*
- Chief Charles Roca - *Chief of Police*
- Jesse Sadiua - *Chief Planner*
- Mark Shahda - *Director of Public Works*
- Matt Tuerk - *Mayor*



ARCHITECT

- Randy Galiotto, AIA - *Principal*
- Tristan Benedict, AIA - *Project Architect*
- Michelle Mozingo - *Senior Designer*
- Christian Hoffer - *Project Manager*
- Bekah Rusnock - *Director of Development*



ENGINEER

- Doug Taylor, AIA, AVS, CDT - *Director of Design Services*
- Dave Derkits, PE - *Director of Mechanical Engineering*
- Dean Batten, PE - *Director of Electrical Engineering*
- Nolan Zambelli, PE - *Director of Plumbing Engineering*



# EXISTING PROPERTIES

1

**Allentown Police Department (APD)**  
4th Street & W. Hamilton Street





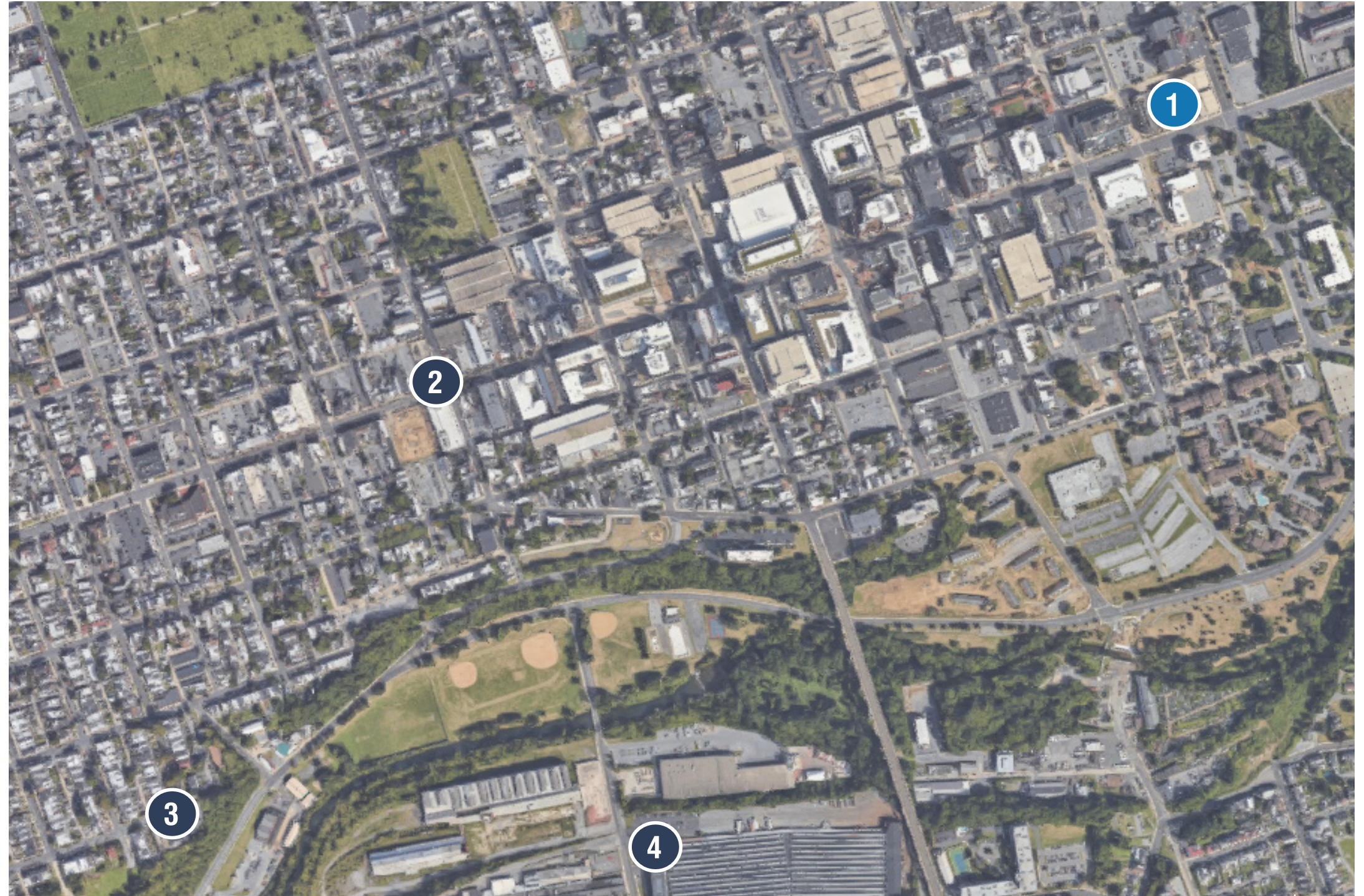
# EXISTING PROPERTIES

**1 Allentown Police Department (APD)**  
4th Street & W. Hamilton Street

**2 Allentown Patrol Department**  
10th Street & W. Hamilton Street  
*1.0 mile from APD*

**3 Allentown Police Comm. Center**  
13th Street & W. Fairview Street  
*1.6 miles from APD*

**4 Allentown Public Works**  
641 S. 10th Street  
*1.4 miles from APD*

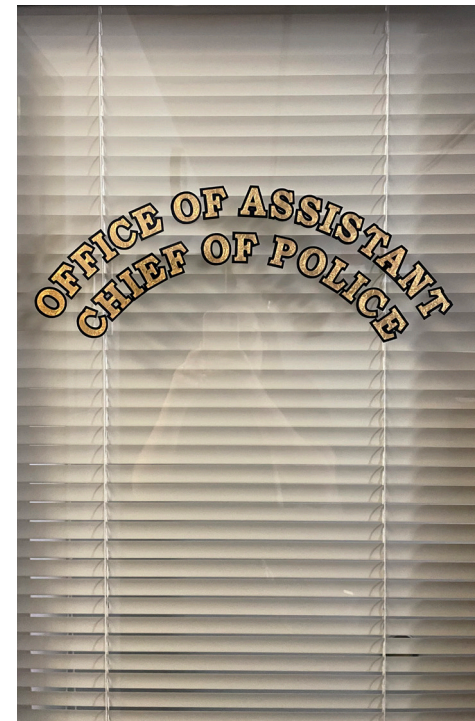




- **CONSTRUCTED IN 1963**
- **BRUTALIST ARCHITECTURAL DESIGN**
- **MID-CENTURY MODERN FINISHES**
- **28,900 TOTAL SF**
- **1,000 SF TWO-STORY COURTROOM NOT IN USE**



ABOVE: 1960S POSTCARD FEATURING ALLENTOWN CITY HALL





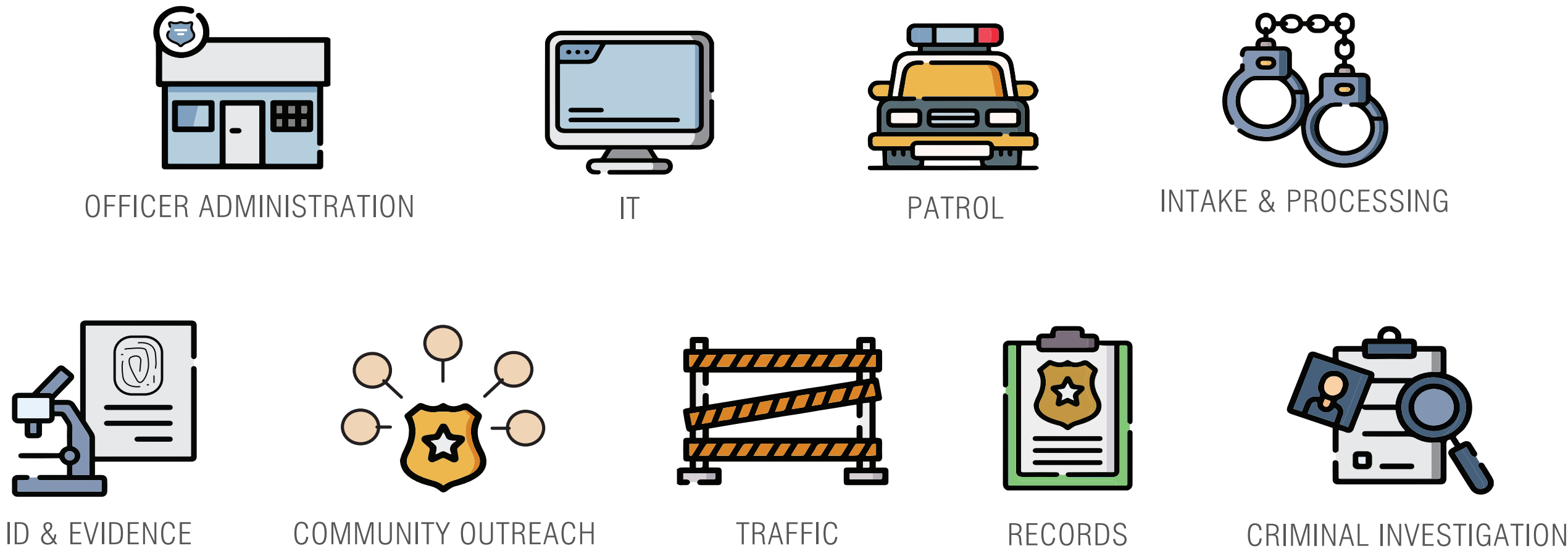
POLICE FORCE



# POLICE FORCE



## DEPARTMENT BREAKDOWN

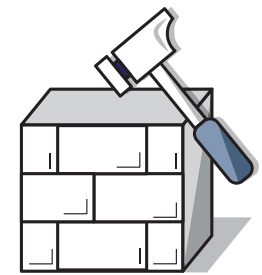


# ALLENTOWN POLICE DEPARTMENT

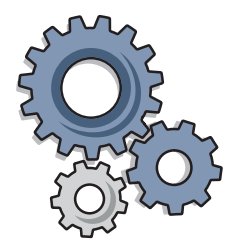
# DEFICENCY CATEGORIES



**SITE**



**ARCHITECTURE**



**MECHANICAL,  
ELECTRICAL, &  
PLUMBING**







**POLICE SUPPORT**

REPORT CARD

● EXCELLENT ● GOOD ● AVERAGE ● POOR ● CRITICAL

4TH STREET & W. HAMILTON STREET

<div></div> <div>SITE</div>	<div></div> <div>ARCHITECTURE</div>	<div></div> <div>MECHANICAL, ELECTRICAL, &amp; PLUMBING</div>	<div></div> <div>POLICE SUPPORT</div>
<div><div>●</div> SIDEWALKS</div> <div><div>●</div> PARKING</div> <div><div>●</div> ROADWAYS</div> <div><div>●</div> SALLY PORT</div> <div><div>●</div> ADA / CODE COMPLIANCE</div>	<div><div>●</div> EXTERIOR WALLS</div> <div><div>●</div> ROOF</div> <div><div>●</div> INTERIOR WALLS</div> <div><div>●</div> WINDOWS</div> <div><div>●</div> DOORS</div> <div><div>●</div> CEILINGS</div> <div><div>●</div> FINISHES</div> <div><div>●</div> ADA / CODE COMPLIANCE</div>	<div><div>●</div> AIR DISTRIBUTION SYSTEMS, AIR HANDLING, &amp; VENTILATION, (HVAC)</div> <div><div>●</div> FIRE PROTECTION/SPRINKLERS</div> <div><div>●</div> EXTERIOR &amp; INTERIOR LIGHTING</div> <div><div>●</div> ELECTRICAL DISTRIBUTION</div> <div><div>●</div> EMERGENCY / STANDBY POWER</div> <div><div>●</div> FIRE ALARM SYSTEM</div> <div><div>●</div> COMMUNICATIONS / DATA</div> <div><div>●</div> WATER DISTRIBUTION SYSTEM</div> <div><div>●</div> HOT WATER HEATERS</div> <div><div>●</div> PLUMBING SYSTEMS &amp; FIXTURES</div>	<div><div>●</div> SECURITY &amp; ENTRY SEQUENCE</div> <div><div>●</div> STORAGE</div> <div><div>●</div> LOCKERS</div> <div><div>●</div> ACOUSTIC PRIVACY</div> <div><div>●</div> VISUAL PRIVACY</div> <div><div>●</div> EQUIPMENT</div> <div><div>●</div> TECHNOLOGY</div>

# ALLENTOWN POLICE DEPARTMENT

# PROPOSED SOLUTION

LOCATION CRITERIA	
	All staff under one roof
	Adjacent to government quarter
	In the heart of the city
	Ample parking
	City-owned property



# POTENTIAL SITES

- 1a

**Allentown Police Department (APD) Renovation**  
4th Street & W. Hamilton Street
- 1b

**Allentown Police Department (APD) Renovation & Addition**  
4th Street & W. Hamilton Street
- 2

**Hamilton Tower**  
404 W. Hamilton Street  
< .5 mile from APD
- 3

**Historic Allentown Train Station**  
300 W. Hamilton Street  
< .5 mile from APD
- 4

**Historic Allentown Post Office**  
442 W. Hamilton Street  
< .5 mile from APD
- 5

**Lehigh County Prison Parking Lot**  
38 N. 4th Street  
< .5 mile from APD
- 6

**The Waterfront Lehigh Valley**  
600 Block of Waterfront Drive  
1.2 miles from APD





# ALLENTOWN POLICE DEPARTMENT

# PROPOSED SOLUTION

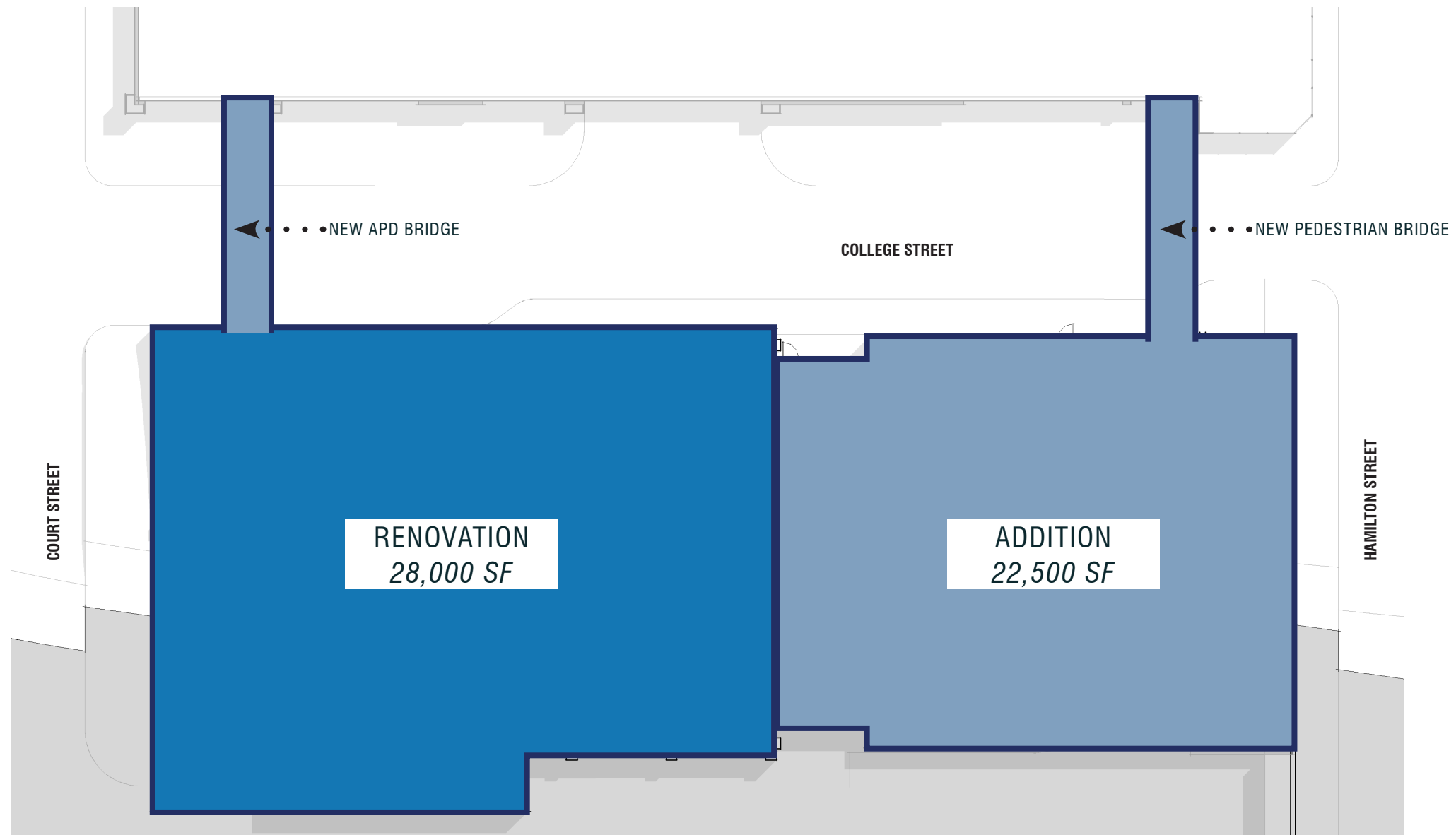
<b>1b ALLENTOWN POLICE DEPARTMENT</b>	
<i>PROJECT: RENOVATIONS &amp; ADDITION</i>	
✓	All staff under one roof
✓	Adjacent to government quarter
✓	In the heart of the city
✓	Ample parking spots
✓	City-owned property



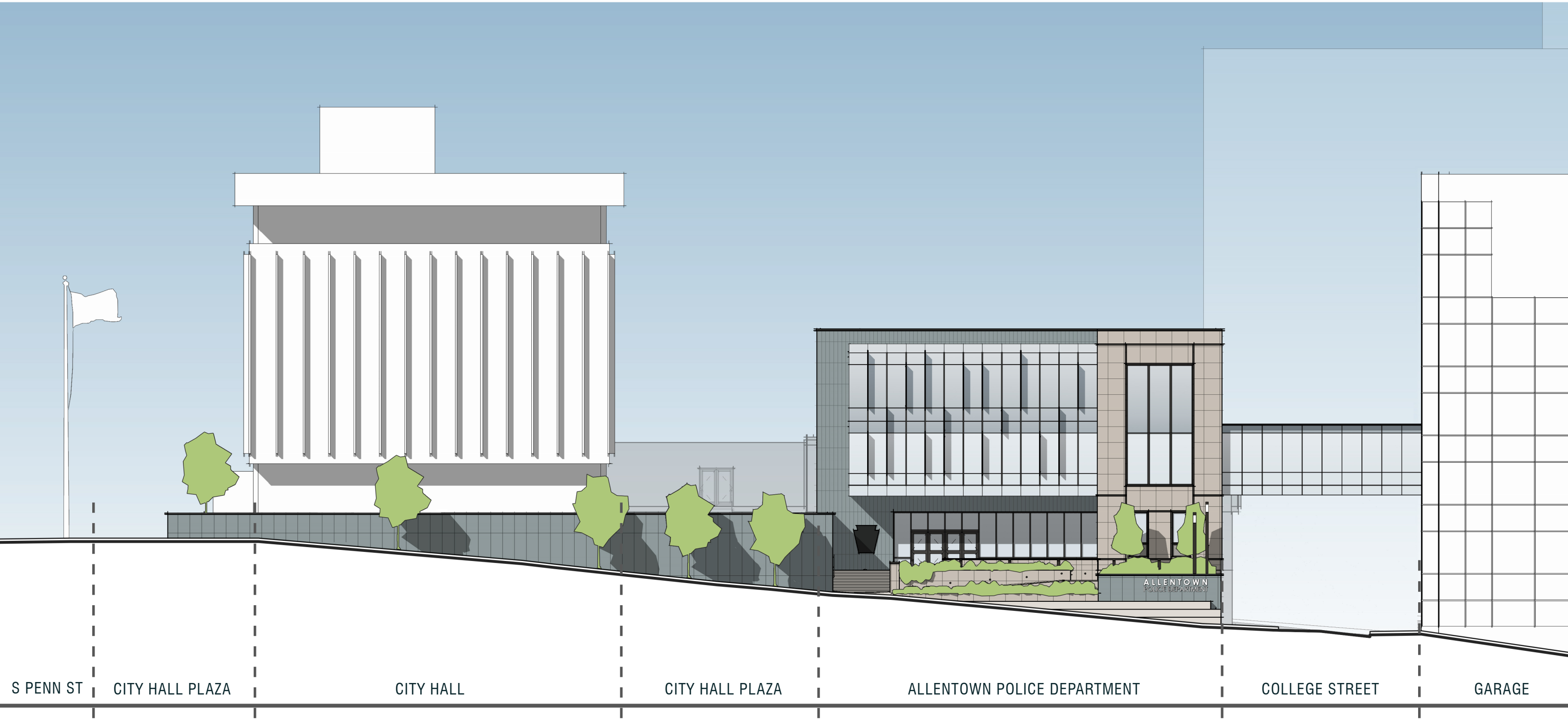
# ALLENTOWN POLICE DEPARTMENT

4TH STREET & W. HAMILTON STREET

PROPOSED TOTALS
<div>204</div> <div>TOTAL STAFF MEMBERS</div>
<div>250</div> <div>PLANNED CAPACITY</div>
<div>50,500 SF</div> <div>TOTAL SQUARE FOOTAGE INCLUDING SALLY PORT</div>



ALLENTOWN POLICE DEPARTMENT  
4TH STREET & W. HAMILTON STREET

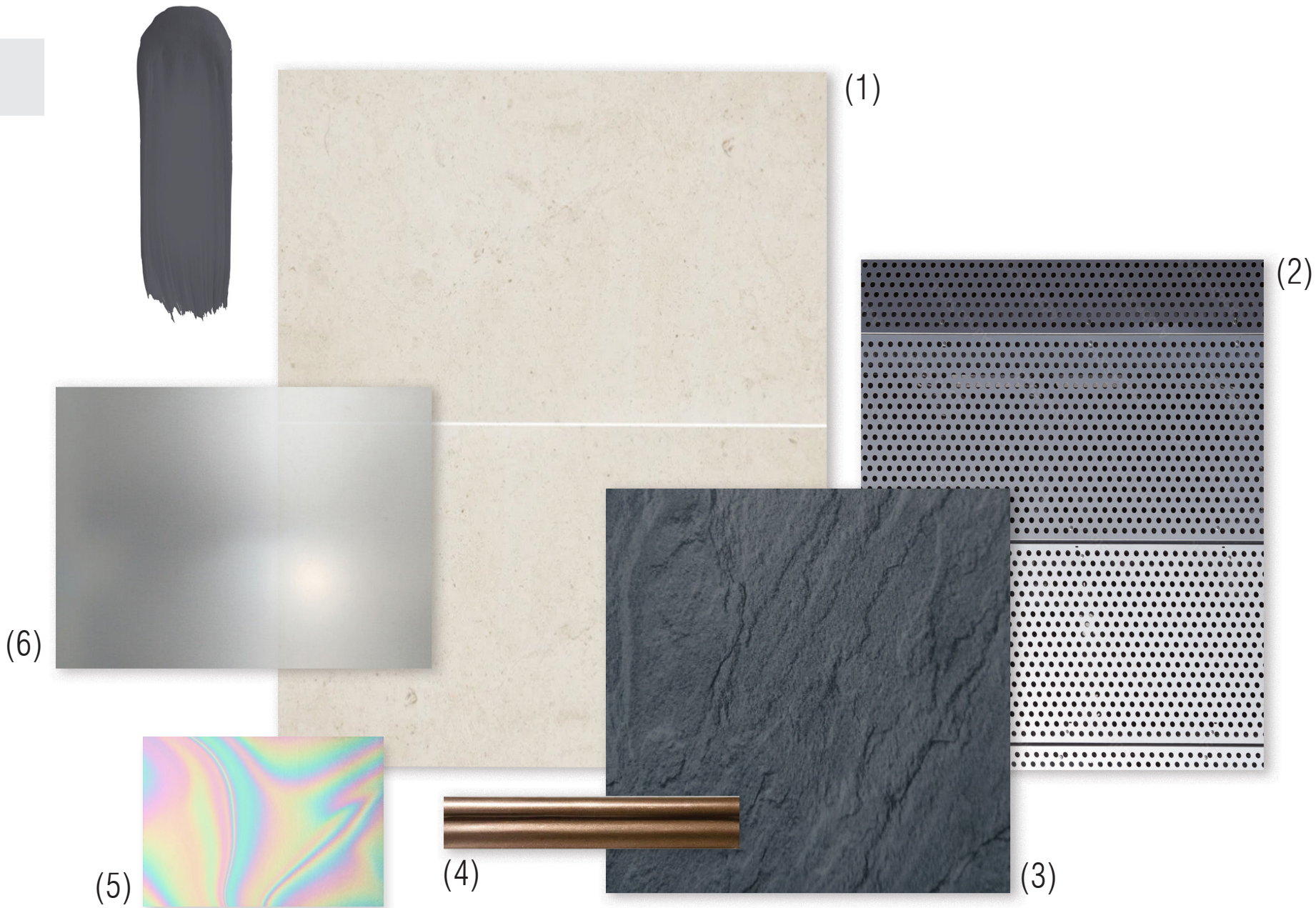


# ALLENTOWN POLICE DEPARTMENT

4TH STREET & W. HAMILTON STREET

## MATERIAL STUDY

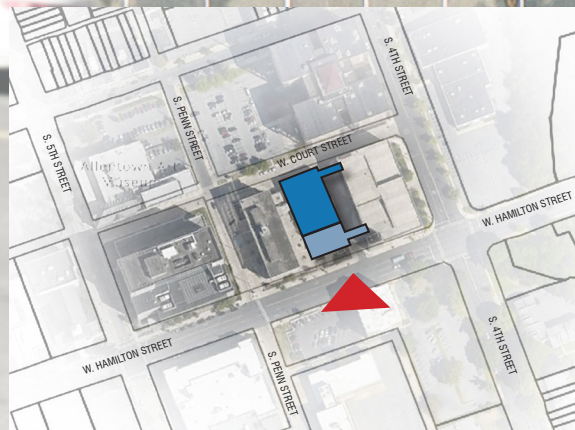
- 1. Limestone cladding
- 2. Metal mesh screening
- 3. Slate slabs
- 4. Bronze accents
- 5. Diochromatic fins
- 6. Reflective, bulletproof glass



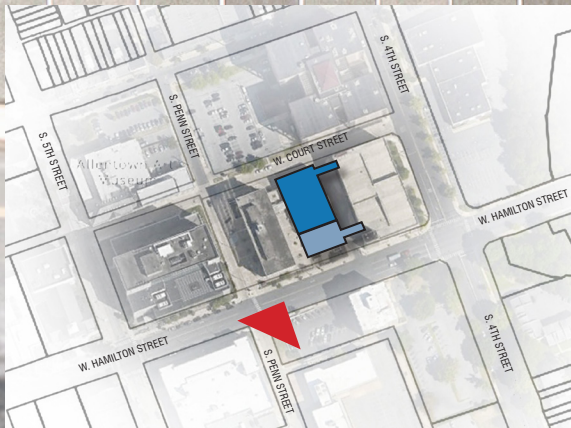


















# ALLENTOWN POLICE DEPARTMENT

## PROBABLE COST

	Budget - Low	Budget - High
NEW CONSTRUCTION <i>(including sitework)</i>	\$12,295,000	\$14,660,000
RENOVATION	\$11,175,000	\$15,943,000
<b>TOTAL CONSTRUCTION COSTS*</b>	\$23,470,000	\$30,603,000
TOTAL SOFT COSTS	\$ 2,327,780	\$ 3,026,300
PROJECT CONTINGENCY - 10%*	\$ 2,597,778	\$ 3,362,900
<b>TOTAL PROJECT COSTS</b>	<b>\$28,377,558</b>	<b>\$36,991,900</b>

ESCALATION *(5% per year\*\*)*

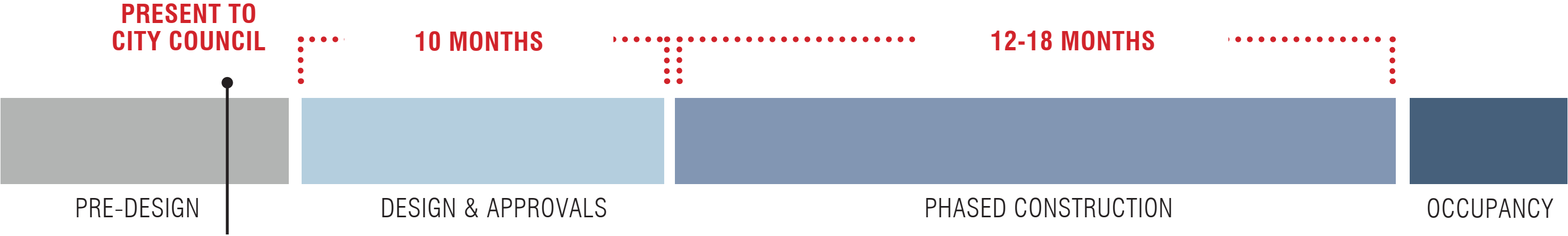
BID YEAR 2025	\$38,826,365
BID YEAR 2026	\$40,767,683
BID YEAR 2027	\$42,806,067

\* 10% Contingency added to Total Project Costs to anticipate unforeseen items.  
\*\* Bid year represents last quarter. 5% escalation factors in projected inflation rates

# ALLENTOWN POLICE DEPARTMENT

# NEXT STEPS

## TIMELINE AND PHASING





“  
**This building will showcase APD pride.**

We engage the community, build trust, and work together.”

— APD SERGEANT







ALLENTOWN  
POLICE DEPARTMENT

THANK YOU

**ALLOY5**  
ARCHITECTURE



**D'HUY Engineering, Inc.**  
A TRADITION OF EXCELLENCE