

CITY OF ALLENTOWN
REQUEST FOR PROPOSAL
RFP NO. 2018-16
MANAGEMENT AND FINANCIAL AUDIT



QUESTIONS DUE NO LATER THAN:
AT 2:00 P.M.

RESPOND NO LATER THAN:
AT 3:00 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

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I. DEFINITIONS

- A. 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 "Vendor", "Bidder", or "Proposer" is used, it shall be understood to mean the party or company interested in providing a service to the City.
 3. Wherever the word "Contractor" or "Consultant" is used, it shall be understood to mean the party engaged to perform all work described herein.
 4. 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.
 5. 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.
 6. Wherever the word "Contract", "Contract Documents", or "Agreement" is used, it shall mean and include this Request for Proposal, contract, advertisement, information for bidders, proposal, contract provisions, specifications, plans, agreement, addenda, and bonds (if applicable).
 7. Wherever the word "Services" is used, it shall mean the services identified in this Agreement as being the services to be performed by the Consultant under this Agreement. Wherever the word "Goods" is used it means the equipment or items to be supplied by the Consultant under this agreement.

II. GENERAL INFORMATION

A. PURPOSE

The purpose of this request for proposal is to establish short and long-term management objectives as well as short and long-term financial objectives to strengthen the internal management structures of the City of Allentown, improve the City of Allentown's ability to increase non-tax revenues, and ensure the long-term fiscal health of the City of Allentown through better management, cost containment, and economic growth.

B. PROPOSAL SUBMISSION

RFP NO. 2018-16
MANAGEMENT AND FINANCIAL AUDIT

1. The sealed proposals must be submitted not later than 3:00 p.m. on to:
City of Allentown
Purchasing Agent
435 Hamilton Street, Room 234
Allentown, PA 18101-1699
2. Proposals will be opened publically at the stated due date and time. Only the names of each consulting having submitted a proposal will be read publicly.
3. One (1) unbound original and two (2) bound copies, on 8.5 x 11 paper, only, of the TECHNICAL PROPOSAL shall be in a sealed envelope and must be marked prominently on the outside **“TECHNICAL PROPOSAL – RFP 2018-16 MANAGEMENT AND FINANCIAL AUDIT”**.
4. One (1) unbound original and two (2) bound copies, on 8.5 x 11 paper, only, of the COST PROPOSAL shall be in a sealed envelope and must be marked prominently on the outside **“COST PROPOSAL – RFP 2018-16 MANAGEMENT AND FINANCIAL AUDIT”**.
5. Do not include any cost proposal information within the technical proposal. The inclusion of cost proposal information in the technical proposal may cause the entire proposal to be deemed non-responsive and disqualified without review by the evaluation committee.
6. Proposal must be mailed or hand delivered. No faxed or e-mailed proposals will be accepted.
7. 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.).
8. 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.
9. Any questions regarding this Request for Proposal should be posted to the questions link under the appropriate solicitation on www.PublicPurchase.com. No telephone calls with questions will be taken. The Purchasing Department will answer questions directly within Public Purchase. Any questions that result in material changes to the bid will result in a written addendum. It is the responsibility of each vendor to check the question and answer section of each bid for questions and responses/clarifications. Inquiries received after the close of the question period will not receive responses.

10. Requirements or changes to the proposal which have a material effect shall be communicated to bidders only by written addenda. It shall be the responsibility of each proposer to ensure that their proposal is inclusive of all Addenda. No addendums will be issued five (5) working days prior to bid opening. Failure to acknowledge all addenda may result in rejection of a proposal as non-responsive.
11. Proposals will be handled confidentially by the City during the pre-award process.
12. Amendments to or withdraw of submitted, unopened proposals will only be allowed if requests for such changes are received prior to the deadline for proposal submittal.
13. The proposal shall be binding for a period from the due date for submission until such time that an award is approved by City Council.
14. The City of Allentown will not be responsible for any expenses incurred by a proposer in connection with this procurement.
15. If necessary, interviews and or oral presentations, or both, will be scheduled by the Evaluation Committee with one or more of the vendors. The purpose of these discussions will be to clarify and assure proposer's full understanding of, and responsiveness to, the solicitation requirements. Proposers selected for the oral presentations/interviews shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Proposal revisions may be permitted after submissions and before award of the contract for the purpose of obtaining best and final offers. In conducting these interviews with proposers, the City of Allentown may not disclose information derived from proposals submitted by competing proposers. Respondents must have qualified personnel available for said interview/oral presentation upon short notice, (one week or less). The individual identified in the proposal as the Project Manager, must be in attendance at the oral presentation/interview.
16. In accordance with Ordinance No. 15224, all bids, contracts, and engagement contracts are subject to City Council approval by resolution at a public meeting.

C. PROCUREMENT SCHEDULE

This Request for Proposal will follow the following tentative schedule:

SCHEDULE	DATE/TIME
Deadline for Questions	@ 2:00 P.M.
Proposal Submittal Due Date and Time/Public Opening	@ 3:00 P.M.
Evaluation Committee Review of Technical Proposal	
Evaluation Committee Review of Cost Proposal	
Oral Interviews/Presentations, If Necessary	

III. GENERAL CONDITIONS

- A. No verbal information to proposers 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 proposer's complete examination and understanding of the specifications.
- C. The City of Allentown reserves the right to reject any and all proposals and re-issue the RFP at any time prior to the execution of a final contract, to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP, or to cancel this RFP with or without issuing another RFP. The City may reject any proposal that in its sole discretion is incomplete, not responsive to requirements of this RFP, the proposer does not meet the qualification requirements set forth in this RFP or is otherwise in the best interest of the City to reject the proposal. The City may supplement, amend, substitute, or otherwise modify this RFP at any time prior to the execution of a final contract. The City may accept or reject any or all of the items in any proposal and award a contract for whole or only a part of any proposal if the City determines, in its sole discretion, that it is in its best interest to do so. The City of Allentown reserves the right to reject any proposer, that has been delinquent or unfaithful in the performance of any contract with the City of Allentown, is financially or technically incapable, or is deemed not to be a responsible proposer. The City may waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not material to the proposal. The City may permit or reject amendments, (including information inadvertently omitted), modifications, alterations, and/or corrections to proposals by one or more of the proposers following proposal submission. The City may request that one or more of the proposers modify their proposals and/or provide additional information or may request additional or clarifying information from any proposer, at any time including information inadvertently omitted by a proposer. The City may require that proposers appear for interviews and/or presentations of their proposals at City offices, and may request references from proposer's previous clients on projects similar in size and scope of work sought in this RFP. The City reserves the right to conduct such investigations as it considers appropriate with respect to the qualifications of any proposer and with respect to information contained in any proposal.
- D. After the City of Allentown's completion of the evaluation process, including any oral presentations/interviews held with the proposers, the City may elect to initiate contract negotiations with one or more of the selected proposers. The option of whether or not to initiate contract negotiations rests solely with the City of Allentown.
- E. If a selected proposer fails to provide the information required to begin negotiations in a timely manner, or fails to negotiate in good faith, or indicates they cannot perform the contract within the budgeted funds available for the project, or if a selected proposer and the City of Allentown, after a good faith effort, cannot come to terms,

the City may terminate negotiations with that proposer and commence negotiations with any other proposer.

- F. The City of Allentown shall award a contract to the responsible and responsive proposer(s) whose proposal(s) is determined to provide the best overall value to the City in accordance with the evaluation criteria factors set forth in this document.
- G. 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 Proposer. Any such adjustments in price shall be made in writing.
- H. After notice from the City, the selected proposer has thirty (30) days to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then the City reserves the right to retract the Notice of Award and enter into a contract with another proposer.
- I. Proposals must be written in ink or typewritten. Unsigned proposals will not be accepted. Proposers are expected to examine all instructions, specifications, drawings, sites, installation, etc. Failure to do so will be at the Proposer's risk.
- J. 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 proposer must name that the Proposer is fit and capable to perform the required work.
- K. Unless otherwise specified, all formal proposals submitted shall be binding until Council Approval is received.
- L. 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.

M. AUTHORIZATION TO DELIVER MATERIALS OR SERVICES

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

N. COMPLIANCE WITH LAWS

The Consultant 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. CONSULTANT CERTIFICATION

Consultant certifies that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania or Federal government, and if the Consultant cannot so certify than it agrees to submit along with the bid a written explanation of why such certification cannot be made.

If the Consultant enters into subcontracts or employs under this Agreement any subcontractors or individual who is currently suspended or debarred by the Commonwealth or Pennsylvania or Federal government during the term of this agreement or any extensions or renewals thereof, the City shall have the right to require the Consultant to terminate such subcontracts or employment, at no cost to the City. The Consultant agrees to reimburse the City for costs and expenses incurred due to the Consultant's noncompliance with the terms of this certification requirement.

The Consultant may obtain the current list of suspended and debarred Consultants by contacting the:

Department of General Services Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125

P. CONTRACTOR COMPLIANCE

Each vendor is required to be in compliance with the City of Allentown's local tax requirements. Accordingly, each vendor 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.

Q. CONTRACT

The contract resulting from the aware of this RFP will be governed by the terms and conditions set forth in this document. The Contract resulting from the award of

this RFP will consist of this RFP, the proposer's proposal, and any additional information deemed necessary as a result of the negotiations held with the successful proposer(s), as well as the resulting Agreement. Where conflict exists between the Request for Proposal, the Consultant's Proposal, and the Agreement, the terms of the Agreement shall prevail.

R. CONTRACT TERMINATION

The City of Allentown reserves the right, at any time and for its convenience, to terminate this Agreement in whole or in any separable part by written notice to the Consultant. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Consultant shall be compensated for Goods accepted or for Services performed in accordance with the provisions of this Agreement up to effective date of termination, less any payments previously made by the City for such Goods and/or Services, but in no event shall Consultant be entitled to recover loss of profits.

In the event that either the Consultant or the City of Allentown defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending the remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.

If during the term of this Agreement, Consultant shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Consultant shall give the City of Allentown written notice of such occurrence as soon as it is legally permissible. If such occurrence or proposed occurrence is unacceptable to the City of Allentown, the City may terminate this Agreement immediately upon written notice thereof to Consultant.

S. 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.

T. EQUAL EMPLOYMENT

Proposers 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.

U. FORCE MAJEURE

Neither party shall be liable for any failure or delay in its performance resulting from any cause beyond its reasonable control, including but not limited to, acts of God, acts or omissions of civil or military authority, fires, floods, unusually severe weather, strikes or other labor disputes, embargos, wars, political strife, riots, delays in transportation, sabotage, or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of Force Majeure.

V. 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 Proposer, terminate the contract in whole or in part.

W. INDEMNIFICATION

1. The Consultant 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 Consultant. The Consultant shall have charge and control of the entire work until completion and acceptance of the same by the City.
2. The Consultant 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 Consultant 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.

X. INDEPENDENT CONSULTANTS

The employees, subcontractor, methods, facilities, and equipment used by Consultant shall be at all times under Consultant's direction and control. Consultant's relationship to the City Of Allentown under this Agreement shall be that of an Independent Consultant, and nothing in this Agreement shall be construed to constitute Consultant, its subcontractors or any of their employees as an employee, agent, associate, joint venturer, or partner of the City.

Y. INSURANCE

The Vendor, prior to commencing work, shall provide, if required by the City's Risk Management Department, 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.

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.

Such certificate 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.

Z. INTEREST OF CITY OFFICERS AND EMPLOYEES

No person, consultant, 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.

AA. 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.

BB. NOTICES

All notices required under the Agreement resulting from the award of this RFP shall be in writing. Written notices shall be effective if delivered by hand, or if sent by registered, or certified mail, by verified facsimile, or by confirmed courier to the address specified for each party in the Agreement.

CC. OBSERVANCE OF LAWS

The Consultant 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 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

To preserve the integrity of the City of Allentown's employees and elected officials and to maintain public confidence in the RFP process, the City of Allentown prohibits the solicitation or acceptance of anything of value by a City employee or elected official from any person seeking to initiate or maintain a business relationship with the City of Allentown departments, Boards, commissions, and agencies.

Proposers shall not pay any salaries, commissions, fees, or make any payments, or rebates to any employee, elected official of the City of Allentown, or their designees. Nor shall any proposer favor any employee, elected official of the City or their designees with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value.

The City of Allentown reserves the right to disqualify a proposer or cancel the contract award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the project to be performed by the proposer. The City of Allentown's determination regarding any question of conflict of interest shall be final.

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 proposer or offeror requested in an invitation to bid or request for proposals to demonstrate the bidder's or offeror's economic capability.
3. Trade secrets and other proprietary data contained in proposals may be held confidential if a proposer requests, in writing, that the City of Allentown does so, and if the City of Allentown agrees, in writing, to do so. Material considered confidential by the proposer must be clearly identified and the proposer must include a brief statement that sets out the reason for confidentiality.

FF. OWNERSHIP OF WORK PRODUCT

The City of Allentown, its departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute and use in whole or in part any submitted report or written materials generated by the Consultant in the performance of this Agreement.

GG. PUBLICITY

Neither Consultant nor any subcontractor shall use the name of City of Allentown or quote the opinion of any City of Allentown employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the City.

HH. RECORDS, AUDIT, AND INSPECTION

Consultant shall maintain such records as may be necessary to adequately reflect the accuracy of Consultant's charges and invoices for reimbursement under this Agreement and such other additional records as the City may reasonably require in connection with this Agreement. Consultant shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefor. The City of Allentown and its duly authorized representatives shall have the right, from time to time and upon reasonable notice, to audit, inspect and verify the records kept by Consultant in connection with this Agreement. The City of Allentown and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Consultant's normal business hours, consultant's production and related facilities utilized to perform its obligations under this Agreement.

II. RESERVATION OF RIGHTS

Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party all have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character.

Furthermore, any termination of this Agreement pursuant to the Articles herein entitled TERMINATION FOR CONVENIENCE and TERMINATION FOR CAUSE, shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued rider law or under the leans of this Agreement prior to the date of such termination.

JJ. SEVERABILITY

The provisions of this Agreement shall be deemed to be severable. Consequently, in the event that any provision of this Agreement is found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which, are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

KK. TAXES

The Local Municipality is exempt from all Federal excise and transportation taxes and Pennsylvania sales and use tax. The City of Allentown will provide an exemption record upon request.

LL. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Agreement. In the event delivery of Goods or completion of Services is delayed, the City of Allentown reserves the right, without liability, and in addition to its other rights and remedies, to terminate this Agreement by notice, and to purchase substitute Goods or Services elsewhere and charge Consultant with any loss of additional cost incurred.

MM. TRANSFERS AND ASSIGNMENTS

1. Consultant 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 proposer or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Consultant, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.
3. Shareholders and/or partners of proposer 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 proposer 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.

NN. WARRANTY

Consultants warrant to the City of Allentown that work performed under this agreement shall be done in a skilled manner and shall comply with industry standards. Consultant shall promptly re-perform Services after receiving notice from the City of Allentown of defects or non-conformance with such standards.

IV. WORKSCOPE

A. PURPOSE

The City of Allentown is soliciting competitive sealed proposals from management and financial consultants that are interested and capable of providing services that will assist the City in addressing management issues and related financial difficulties in a well-conceived, long-range plan. The purpose of this engagement is to establish short and long-term management objectives as well as short and long-term financial objectives to strengthen the internal management structures of the City of Allentown, improve the City of Allentown's ability to increase non-tax revenues, and ensure the long-term fiscal health of the City of Allentown through better management, cost containment, and economic growth.

B. BACKGROUND

The City of Allentown has applied for matching grant funds from the Department of Community and Economic Development Governor's Center for Local Government Services Early Intervention Program. The purpose of the program is to establish short and long term financial and management objectives that strengthen the fiscal capacity of local governments and integrate long-term community and economic development strategies that strengthen the local tax base. The Early Intervention Program is designed, in part, based on the experiences of the City of Philadelphia in operating under the Pennsylvania Intergovernmental Cooperation Act (PICA) and on recommended financial management practices of the Government Finance Officers Association.

C. PROJECT GOALS AND OBJECTIVES

With financial assistance from the Governor's Center for Local Government Services and with the assistance of the consulting firm(s), the City of Allentown will develop and implement a multi-year financial management program. The objectives of the engagement are to:

1. Conduct in-depth management reviews of City of Allentown departments to identify strategies that will improve the overall management efficiencies in the City. A major emphasis of this review should be on the Finance Department, its structure and internal operations and its relationship with all other departments within the City of Allentown. A further emphasis of this review should be on those efficiencies that will improve the way in which services are provided to citizens and taxpayers and that improve the City's long term financial outlook.
2. Determine "best practices" to be adopted by the City of Allentown's management and staff and develop benchmark measures to guide the improvement of the City's internal management, customer service, and financial stability.

3. Provide a prioritization of the recommended goals and objectives showing short-term, intermediate-term, and long-term objectives.
4. Review and recommend the possibilities for the provision of inter-municipal services, regional cooperation strategies, and inter-municipal cost sharing.
5. Provide recommendations on ways in which the City of Allentown can integrate community and economic development strategies and improved City management practices to increase the City's tax base.
6. Assist the City in identifying financial difficulties that can and should be addressed immediately (early intervention).
7. Create a multi-year financial planning process. Provide strategies to improve the City's internal capacity to develop, adopt, monitor, and implement multi-year financial management plans.
8. Provide strategies to integrate the multi-year financial management plans into the annual budget process, including ways to better communicate these plans with City Council and the general public.
9. Review and improve the City of Allentown's capacity for multi-year revenue and expenditure financial monitoring and trend analysis to use as a tool to forecast long term financial circumstances.

D. STATEMENT OF WORK

The Early Intervention Program (Program) is guided by a philosophy that establishes five (5) specific measures that a local government can take to manage its financial position and achieve or maintain its long-term economic viability: 1) expenditure reduction; 2) revenue enhancement; 3) implementation of long-term economic development strategy; 4) adoption of best management practices to achieve operating efficiencies; 5) pursuit of inter-governmental cost sharing strategies.

The Program requires that the City of Allentown prioritize its most critical needs and establish a process that ensures that resources are focused on areas of highest priority, thus creating a "triage" approach to fiscal distress avoidance.

The Program must be designed to meet the individual and specific needs of the City of Allentown, and must be divided into six steps:

Step 1: Financial Condition Assessment – This assessment is to be performed as a means to establish a realistic baseline of the City of Allentown's historic and current financial condition.

Step 2: Financial Trend Analysis - This analysis will review the current in-house long-term financial assessment and analysis to provide suggestions for improvement of the City of Allentown's ability to use this tool to project future revenue, expenditure, economic and demographic trends. This will provide the City of Allentown with an improved ability to understand its future financial position and take immediate steps to counteract any negative trends.

Step 3: Emergency Plan for Current Fiscal Year (only if necessary) – If the above analysis has identified a critical cash flow situation that may impact the health, safety, and welfare of residents, an Emergency plan should be included to address actions to be taken during a six to twelve-month time frame to avoid a fiscal emergency.

Step 4: Management Audit – A management audit of all major department operations should be performed. The audit will include narrative summaries of each department comprised of budget and personnel information, as well as other relevant data. This data will be supported by interviews with each department manager and staff in order to facilitate the most comprehensive view of the City of Allentown's most critical operational needs. This audit shall also include recommendations for priority management issues that require deeper analysis.

Step 5: Multi-Year Plan Adoption – A schedule for public input into the Plan and for Plan adoption shall be provided. The Plan shall include an identification of the City's top three to five priorities with special attention paid to implementation of long-term community and economic development strategies for tax-base stabilization and growth. Additional prioritization should be conducted at the department level and be detailed in the Plan. Each objective should contain a detailed action plan that describes: 1) what is to be achieved; 2) the budgetary impact of the action; 3) the timing and deadlines for each action step; and 4) which employee or agency has the primary responsibility for the objective.

Step 6: Multi-Year Plan Implementation – The process of creating and implementing a Multi-Year Plan is ongoing through the life of the plan. The Plan as it is initially adopted must be reviewed, evaluated, adjusted, and adopted on an annual basis. A master implementation schedule should be adopted that specifies key deadlines for each objective set forth in the Plan. This schedule and the measurement of improvements against identified benchmarks will serve as a "report card" for determining whether or not individual departments or employees are achieving their objectives. This is the means by which the City of Allentown can measure its overall progress in implementing the Plan.

E. INFORMATION ON FINANCIAL DATA TO BE RECEIVED

The City of Allentown's financial accounting records are maintained on a modified accrual basis. The Financial Statements are presented on a modified accrual or full accrual basis of accounting, depending on the fund type. The City of Allentown will provide the most recent annual independent audit year 2017 for review. A copy of the 2018 adopted budget, as well as prior year budgets will be provided.

The Consultant will be expected to work with a group of individuals including the City of Allentown's management and staff, members of City Council, and designated community volunteers.

F. REQUIRED REPORTS

The following reports are expected at the following stages of the engagement:

1. Review of the City of Allentown's current financial condition by late October 2018;
2. Review of Financial Trend Analysis by late October 2018;
3. If Necessary, Emergency Plan for the current fiscal year by November 2018;
4. Management Audit by June 2019;
5. Five Year Plan after the Management Audit;
6. Multi-Year implementation strategies and schedule after completion of the Five Year Plan.

All of the above reports must be completed and submitted to the City of Allentown as stated in this section. A proposed schedule for the submission of each report must be included in the proposal.

G. SCHEDULE

The Consultant may commence the review in concurrence with the City of Allentown's Mayor or Managing Director. During the review, the Consultant may be required to meet with various elected or appointed officials, managers, staff, or members of the public to discuss the progress of the engagement or related matters.

H. QUALIFICATIONS AND EXPERIENCE

PROPOSING FIRM

The proposing firm shall at minimum:

- Have financial analysis experience, specifically regional and national experience on at least three (3) projects of similar scope and size;
- Have demonstrated past performance related to the ability to meet schedules and deadlines on projects of similar scope and size;
- Have demonstrated past exceptional performance related to quality of work on projects of similar scope and size.

PROJECT MANAGER AND TEAM

The project manager shall at a minimum:

- Have financial and management experience, specifically regional and national experience, on at least three (3) projects of similar scope and size;

- On past projects of similar scope and size, have demonstrated skills, technical knowledge, and an administrative capability to serve all the requirements of the proposed project specifications;
- Possess proficiency in the application of requirements and guidelines established by the Government Finance Officers Association (GFOA).

The project team shall at a minimum:

- Have financial analysis experience collectively on at least three (3) projects of similar scope and size;
- On past projects of similar scope and size, have demonstrated skills, technical knowledge, and administrative capability to serve all the requirements of the proposed project specifications.

I. PROJECT TIMELINE

The selected Consultant(s) will be required to begin the work within fifteen (15) days of receipt of a Purchase Order.

V. PROPOSAL FORMAT AND CONTENT

A. SUBMISSION OF PROPOSALS

Proposals shall be submitted in one (1) original and two (2) copies on 8.5" x 11" paper. Proposals shall be submitted in two (2) parts – Technical Proposal and Cost Proposal. The Technical Proposal shall cover the technical aspects of the projects, but shall not include any mention of fees and/or expenses to be billed to the City of Allentown. The Cost Proposal shall include all details as to the fees charged and expenses to be billed. The Technical and Cost Proposal shall be submitted in separate sealed envelopes with the words "Sealed Technical Proposal" and "Sealed Cost Proposal" clearly printed on the outside of each package. Proposals not submitted accordingly will not be considered.

B. PROPOSAL FORMAT

The following information shall be submitted in all Proposers responses in the format as specified herein and provide all information requested. The City of Allentown discourages overly lengthy and costly proposals. For a proposal to be considered, proposers must follow the instructions outlined in this RFP. To ensure fair and equitable evaluation, proposals must be organized into the following separate sections:

TAB A: TRANSMITTAL LETTER

Proposals shall include a brief letter which provides the company's name, address of the *main* office, and any branch offices, telephone and fax number for each office, name, title, telephone number, fax number, and email address of the company's contact person for this project; a statement that the proposal is in response to this solicitation; and the signature, typed name and title of an individual who has *actual authority** to commit the proposer to the proposal.

**Proposals by individuals must be signed personally, with name typed below signature, and witnessed. A complete address and trade name must be provided. Proposals by partnerships must include the typed names and business addresses of all partners and the trade name of the company. The proposal must be signed by at least one general partner, whose signature must be witnessed. Proposals by corporations must include the typed name of the corporation, the State of incorporation and the Principal Officer of the corporation. The proposal must be signed by the President or Vice President (or by an Officer or Agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached), and attested by the Secretary, Assistant Secretary, or Treasurer of the corporation.*

TAB B: UNDERSTANDING OF THE PROJECT

Proposers must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project, and which illustrates how their methodology will serve to accomplish the work and meet the project schedule. Proposers must describe how they will approach the project; describe the methods and frequency of interface between the Project Team members and City Council in performing the services required, and indicate how the project manager and the project team members will be on site in the performance of the work.

TAB C: QUALIFICATION STATEMENT

Each proposal shall include, at a minimum, the following information about the company:

1. The number of years the company has been in business
2. The number of years the company has provided management and financial analysis services
3. The type of organization of the company (i.e. Corporation, Partnership, Sole Proprietorship)
4. The names and titles of the company's principles
5. The company's most recent annual report or the company's most recent income statement, balance sheet, and statement of cash flow, accompanied by an auditor's report attesting to the accuracy of the financial statements.

The following questions should be answered thoroughly as part of the proposal:

1. What is your company's main business focus?
2. What are the strengths of your organization and how with the City of Allentown benefit from those strengths?

Each proposal shall address the company's qualification for the development and completion of the project based on the following:

1. List and describe your company's experience with Pennsylvania projects or projects with non-Pennsylvania municipalities similar in size and scope to the City of Allentown. For each listed project include: name and location of the project, reference contact name and telephone number, estimated total project and actual total project cost, planned project completion date and actual project completion date, summary description of the project.
2. Identify the project manager and submit this individual's credentials (work/project experience and education), evidencing the experience required in Section IV, Subsection H above. Include an organizational chart showing the reporting structure of the team members.
3. Describe your company's capacity to execute the project within the proposed schedule. Describe your company's willingness and ability to commit the company's personnel to meet the projects scope and schedule. Include a list of current projects and the anticipated completion dates of these projects.

TAB D: PROJECT SCHEDULE

Proposals shall include the proposer's planned project schedule including expected completion time periods for each task defined in Section IV above and an expected completion time period for the overall project.

TAB E: ADDITIONAL REQUIRED SUBMITTALS

A. CONFLICT OF INTEREST STATEMENT

Each proposer shall include a conflict of interest statement indicating whether or not any principals in the company, their spouse, or their child is employed by the City of Allentown, and whether or not the company or any individuals working on the contract have a possible conflict of interest, and if so, the nature of that conflict.

B. SUBCONTRACTORS LIST

Subcontractors may be used to perform portions of the work on this project. If a proposer intends to use subcontractors the proposer must identify, in their proposal, the names of the subcontractors and the portions of the work the subcontractors will perform. Proposals must contain the following information concerning each prospective subcontractor:

1. Complete name and address of the subcontractor

2. Type of work the subcontractor will be performing
3. Percentage of work the subcontractor will be performing
4. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required for the project

A proposer's failure to provide this information in their proposal may cause the City of Allentown to consider their proposal non-responsive and reject the proposal. The substitution of once subcontractor for another may be made only at the discretion of the City of Allentown and with prior written approval from the City. Such approval shall not be unreasonably withheld.

C. INSURANCE CERTIFICATE

Proposers must provide with their proposals a sample certificate of insurance evidencing at a minimum the insurance coverage types and levels set forth herein.

TAB F: ALTERNATE PROPOSALS (IF NECESSARY)

Proposers are encouraged to review the Scope of Work and the various task requirements called for within this RFP. If the proposer believes that there are alternate methods for meeting any of the RFP requirements different than those envisioned by the City of Allentown, the proposer should detail these and submit them within this section.

SEPARATE SEALED ENVELOPE: PRICING

Pricing (To be provided in a separate sealed envelope labeled Cost Proposal):

Cost Proposals must include:

1. The estimated maximum number of labor hours for this project
2. The hourly rates by staff classification necessary to complete the project
3. The percentage of time to be spent on the project by each staff
4. The total lump sum of out-of-pocket expenses and a listing of the types of expenses that are included in this lump sum amount
5. The total lump sum cost for the project inclusive of out-of-pocket expenses

The contract resulting from the award of this RFP will be for a fixed fee amount.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION COMMITTEE

The City of Allentown staff will serve as an evaluation committee to review and evaluate proposals submitted in response to this RFP. The evaluation committee will make its recommendations to City Council who will make the final decision. The proceedings of the evaluation committee are confidential. Members of the evaluation committee may not be contacted by any proposer. All communication between the proposer and City Staff shall be through the Purchasing Department.

B. INITIAL TECHNICAL EVALUATION

All proposals will be evaluated against the following criteria using a pass fail determination:

- Financial stability of the proposer (based on our examination of the required financial statements)
- Compliance with the essential minimum experience and qualifications of the proposer
- Compliance with the essential minimum experience and qualifications of the project team members
- Evidence of sufficient levels of insurance coverage

C. FINAL TECHNICAL EVALUATION

Proposals will be evaluated against the following criteria using point-rated scoring:

- **Ability (Resource Commitment) – 30 Points** – The proposer's ability to perform the required service expeditiously. The proposer must have the resources to be capable of meeting the required project completion schedule.
- **Quality and Feasibility (Technical Organizational Approach) – 20 Points** – The quality and feasibility of the technical portion of the proposal and the proposer's understanding of the project's requirements and the overall goals and objectives of the project.
- **Competence (Qualification of Personnel) – 20 Points** – The proposer's competence in performing the required service as indicated by the training, education, and experience of the personnel assigned to the project team. The proposer must have in their possession all appropriate and required certifications, permits, and licenses.

- **Cost – 15 Points** – The total cost of all services as presented in the proposal.
- **Past Performance – 10 Points** – The proposers past performance on similar projects. If the City of Allentown cannot verify references based on the information provided in the proposal, the scoring for this criteria factor may be affected.
- **Proposal Content/Format – 5 Points** – The proposal's compliance with the content and format requirements of the RFP.
- **Oral Presentations/Interviews (If Necessary) – 25 Points**

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 Bidders 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. Payment will be within (30) days of a properly prepared invoice receipt for services satisfactorily performed.
- C. The proposer may submit progress payments throughout the term of the engagement. The timing and percentage of such progress payments shall be mutually agreed upon by the City of Allentown and the successful proposer.

SIGNATURE PAGE

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

RFP NO. 2018-16

PAGE A

To: The City of Allentown, Pennsylvania

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. _____

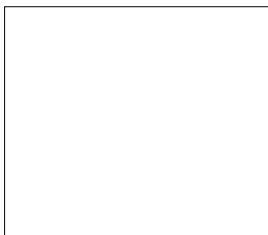
TRADING AND DOING BUSINESS AS (Check One)

☐ Individual

☐ Partnership

☐ Corporation

Federal I.D.# _____ or Social Security # _____



(Seal)

Addendum #1 _____ (date)

Addendum #2 _____ (date)

Addendum #3 _____ (date)