

CITY OF EASTON

REQUEST FOR PROPOSALS

The City of Easton is seeking sealed proposals for a FLEET VEHICLE LEASING program.. E-mail requests for information can be sent to (sklabunde@easton-pa.gov). Requests must be received at the City of Easton, Room 303, 123 S. 3rd St. Easton, Pennsylvania, 18042, no later than 4:00 pm Wednesday October 25, 2017. Bids will be opened in public at 10 am on Thursday October 26, 2017. Bidders or other interested parties are invited to attend. Requests must be sealed and clearly marked "FLEET VEHICLE LEASING PROGRAM"

Scott Klabunde
Purchasing Agent

The Morning Call – September 29, 2017
The Express Times – October 2, 2017



Request for Proposals of Services
Fleet Vehicle Leasing
City of Easton

Proposal Submittal Deadline:

October 25, 2017

Primary Contact:

Name: Luis Campos

Phone: 610-250-6610

Email: lcampos@easton-pa.gov

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Section I: Background

The City of Easton is seeking to implement a vehicle management program that will improve the overall maintenance and replacement of the City’s vehicle fleet. It is the intent of the City to engage a company with specialized expertise and familiarity with industry best practices to provide an ongoing analysis and a long-term strategy for the maintenance of the City’s vehicle fleet, as well as an **open ended lease finance** procurement process for the replacement of fleet vehicles. The City wishes to recognize cost savings through the reduction of costly repairs associated with its aging fleet, an increase in efficiency in terms of fuel and technology that comes with newer vehicles, and an ongoing consistent manageable centralized vehicle fleet budget. The City’s vehicle fleet targeted to be satisfied by this RFP may range from 5-20 vehicles initially and may include but not be limited to passenger, pursuit, and non-CDL work vehicles. The City has approximately 200 non-CDL vehicles. It is the intent to have all non-CDL vehicles to be incorporated into a leasing program within a 3-5 year period.

NOTE: THIS RFP IS FOR A NON-GUARANTEED AMOUNT AND IS FOR A NON-EXCLUSIVE CONTRACTUAL RELATIONSHIP.

CITY PROHIBITED CONTRACT TERMS AND STANDARD CITY REQUIRED/NON-NEGOTABLE CONTRACT TERMS ARE SET FORTH IN SECTION X (RFP TERMS). *Proposers should prepare their proposals/pricing structures accordingly.*

Section II: Contacts

Listed here are the project contacts for the City of Easton. Please carbon copy the secondary contact below on any general email communications (i.e. what are the City’s hours of operation) and please reference “ Fleet Vehicle Leasing” on all correspondence.

Primary Contact: Luis Campos
City Administrator
123 South Third Street
3rd Floor
Easton, PA 18042

Secondary Contact: David Hopkins
Director of Public Works
123 South Third Street
3rd Floor
Easton, PA 18042

Section III: Key Dates

Deliverable/Task	Date
RFP release date	September 29, 2017
City posts response to questions	October 16, 2017
Firms submit written copies of their response proposals	October 25, 2017
City committee selects desired contractor/contract negotiations begin	November 6, 2017

Note: The City reserves the right to change the above RFP schedule at any time. Updates and key dates will be sent via electronic mail to all registered proposers

City of Easton APPENDIX A
5 Year Non-CDL Replacement Schedule

Car #	Year	Make	Model	Function	Curr Value Estimate	Estd Replacement Cost (Single Vehicle)				
						2018	2019	2020	2021	2022
1	2014	FORD	INTERCEPTOR SUV	PATROL	\$ 18,000	\$ -	\$ -	\$ -	\$ 41,000	\$ -
2	2007	FORD	CROWN VICTORIA	PATROL	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -
4	2008	FORD	EXPEDITION	K-9	\$ 6,800	\$ -	\$ 41,000	\$ -	\$ -	\$ -
5	2008	FORD	EXPEDITION	SUPERVISOR	\$ 6,500	\$ -	\$ 41,000	\$ -	\$ -	\$ -
6	2011	FORD	CROWN VICTORIA	CID	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ 34,000
7	2015	FORD	INTERCEPTOR SUV	PATROL	\$ 22,000	\$ -	\$ -	\$ -	\$ -	\$ 41,000
8	2011	FORD	CROWN VICTORIA	CID	\$ 3,500	\$ -	\$ 34,000	\$ -	\$ -	\$ -
9	2009	FORD	CROWN VICTORIA	PATROL	\$ 1,500	\$ 41,000	\$ -	\$ -	\$ -	\$ -
10	2011	FORD	CROWN VICTORIA	PATROL	\$ 3,500	\$ -	\$ 41,000	\$ -	\$ -	\$ -
11	2009	FORD	CROWN VICTORIA	K-9	\$ 3,000	\$ -	\$ -	\$ -	\$ 41,000	\$ -
14	2008	FORD	F350 PICKUP	GRAFFITI REMOVAL	\$ 12,500	\$ -	\$ -	\$ -	\$ -	\$ -
16	2016	FORD	INTERCEPTOR SUV	K-9	\$ 24,500	\$ -	\$ -	\$ -	\$ -	\$ -
17	2009	FORD	CROWN VICTORIA	PATROL	\$ 1,500	\$ 41,000	\$ -	\$ -	\$ -	\$ -
18	2016	FORD	INTERCEPTOR SUV	PATROL	\$ 24,500	\$ -	\$ -	\$ -	\$ -	\$ -
19	2009	FORD	CROWN VICTORIA	PATROL	\$ 1,700	\$ 41,000	\$ -	\$ -	\$ -	\$ -
20	2011	FORD	CROWN VICTORIA	PATROL	\$ 3,800	\$ -	\$ -	\$ 41,000	\$ -	\$ -
21	2016	FORD	INTERCEPTOR SUV	PATROL	\$ 24,500	\$ -	\$ -	\$ -	\$ -	\$ -
23	2010	FORD	CROWN VICTORIA	PATROL	\$ 2,000	\$ 41,000	\$ -	\$ -	\$ -	\$ -
28	2013	FORD	INTERCEPTOR SUV	PATROL	\$ 12,500	\$ -	\$ -	\$ 41,000	\$ -	\$ -
29	2013	FORD	INTERCEPTOR SUV	PATROL	\$ 13,000	\$ -	\$ -	\$ 41,000	\$ -	\$ -
30	2013	FORD	INTERCEPTOR SUV	PATROL	\$ 14,000	\$ -	\$ -	\$ -	\$ 41,000	\$ -
31	2015	FORD	INTERCEPTOR SUV	K-9	\$ 23,000	\$ -	\$ -	\$ -	\$ -	\$ -
32	2014	RINGO	CARRY-ON TRAILER	RANGE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41	2006	DODGE	GRAND CARAVAN	TRAFFIC DIV METERS	\$ 2,000	\$ 35,000	\$ -	\$ -	\$ -	\$ -
43	2016	FORD	FUSION	MAGNETIC GRAY	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
44	2012	FORD	FOCUS	PARKING ENFORCEMENT	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000
45	2012	FORD	FOCUS	PARKING ENFORCEMENT	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000
51	2010	FORD	FUSION	GREEN	\$ 5,500	\$ -	\$ -	\$ -	\$ -	\$ -
52	2010	FORD	FUSION	SMOKESTONE	\$ 6,200	\$ -	\$ -	\$ -	\$ -	\$ -
54	2013	FORD	INTERCEPTOR SUV	MATT GEROUID	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -
56	2013	FORD	INTERCEPTOR SUV	CAPT BEITLER	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -
57	2001	DODGE	GRAND CARAVAN	CITY WIDE	\$ 2,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -
59	2010	FORD	FUSION	GRAY	\$ 6,300	\$ -	\$ -	\$ -	\$ 34,000	\$ -
64	2006	FORD	CROWN VICTORIA	K-9	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -
98	2012	FORD	ESCAPE	DAVE HOPKINS	\$ 11,000	\$ -	\$ -	\$ -	\$ -	\$ -
109	2005	CHEVY	2500 HD	PICK-UP UTILITY	\$ 10,000	\$ -	\$ 39,000	\$ -	\$ -	\$ -
110	2013	FORD	F-350	PICK-UP	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
111	2013	FORD	F-550	DUMP	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -
112	2010	FORD	F-550	DUMP	\$ 27,000	\$ -	\$ -	\$ -	\$ -	\$ -
113	2009	FORD	F-350	PICK-UP TRUCK	\$ 11,000	\$ -	\$ -	\$ -	\$ 43,000	\$ -
117	2009	FORD	F-550	DUMP	\$ 27,000	\$ -	\$ 60,000	\$ -	\$ -	\$ -
118	2009	FORD	F-550	DUMP	\$ 27,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
133	2015	GMC	3500HD	PICK-UP	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -
211	1991	DODGE	B250	VAN	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -
277	1985	CHEVROLET	G3500	STEP VAN	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -
301	2009	FORD	F-350	PICK-UP	\$ 13,000	\$ -	\$ -	\$ -	\$ -	\$ 43,000
304	2005	CHEVY	2500HD	UTILITY BODY	\$ 10,200	\$ -	\$ 39,000	\$ -	\$ -	\$ -

**City of Easton APPENDIX A
5 Year Non-CDL Replacement Schedule**

Car #	Year	Make	Model	Function	Curr Value Estimate	Est'd Replacement Cost (Single Vehicle)				
						2018	2019	2020	2021	2022
310	2015	FORD	F-350	UTILITY BODY	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -
312	2009	FORD	F-550	DUMP	\$ 38,000	\$ -	\$ -	\$ 60,000	\$ -	\$ -
331	2012	FORD	ESCAPE	SUV	\$ 11,000	\$ -	\$ -	\$ -	\$ -	\$ -
401	2009	FORD	F-350	DUMP	\$ 14,000	\$ -	\$ -	\$ -	\$ -	\$ -
405	2013	GMC	2500HD	UTILITY	\$ 23,000	\$ -	\$ -	\$ -	\$ -	\$ -
406	2009	CHEVROLET	2500HD	UTILITY	\$ 15,500	\$ -	\$ -	\$ -	\$ -	\$ -
407	1999	CHEVROLET	K2500	UTILITY	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -
408	1999	CHEVROLET	K2500	UTILITY	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -
410	1999	CHEVROLET	K2500	UTILITY	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -
501	1999	CHEVROLET	CAVALIER	CAR	\$ 1,200	\$ 20,000	\$ -	\$ -	\$ -	\$ -
510	2016	FORD	F-350	PICK-UP	\$ 31,000	\$ -	\$ -	\$ -	\$ -	\$ -
550	2016	FORD	FUSION	ADMIN CAR	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -
580	1999	CHEVROLET	K2500	PICK-UP	\$ 3,500	\$ -	\$ -	\$ -	\$ 34,000	\$ -
606	2005	CHEVROLET	2500HD	PICK-UP/DUMP	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ -
607	2007	CHEVROLET	2500HD	PICK-UP	\$ 13,000	\$ -	\$ 45,000	\$ -	\$ -	\$ -
608	2007	CHEVROLET	2500HD	PICK-UP	\$ 14,000	\$ -	\$ -	\$ 45,000	\$ -	\$ -
609	2009	CHEVROLET	2500HD	PICK-UP	\$ 14,000	\$ -	\$ -	\$ -	\$ -	\$ -
614	2008	FORD	F-550	DUMP	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
615	2005	CHEVROLET	2500HD	PICK-UP	\$ 9,000	\$ -	\$ -	\$ -	\$ 42,000	\$ -
801	2013	FORD	FOCUS	CAR	\$ 6,500	\$ -	\$ -	\$ -	\$ -	\$ -
802	2010	FORD	FUSION	CAR	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -
804	2014	FORD	FOCUS	CAR	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -
806	2010	FORD	FOCUS	CAR	\$ 5,500	\$ -	\$ -	\$ -	\$ -	\$ -
807	2010	FORD	FOCUS	CAR	\$ 5,500	\$ -	\$ -	\$ -	\$ -	\$ -
809	2006	CHEVROLET	COBALT	CAR	\$ 3,000	\$ -	\$ -	\$ -	\$ 20,000	\$ -
811	1999	CHEVROLET	CAVALIER	CAR	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -
813	2016	FORD	FOCUS	CAR	\$ 9,700	\$ -	\$ -	\$ -	\$ -	\$ -
814	2015	FORD	FOCUS	CAR	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -
815	2014	FORD	FOCUS	CAR	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -
816	2015	FORD	FOCUS	CAR	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -
901	2005	CHEVROLET	2500HD	UTILITY	\$ 11,000	\$ -	\$ -	\$ -	\$ 35,000	\$ -
955	2006	DODGE	GRAND CARGO VAN	MINI VAN	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -
2046	2004	CHEVROLET	2500HD	PICK-UP	\$ 12,000	\$ -	\$ -	\$ 40,000	\$ -	\$ -
2050	2004	CHEVROLET	TAHOE	SUV	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -
2051	2004	CHEVROLET	SUBURBAN	SUV	\$ 5,500	\$ -	\$ -	\$ -	\$ -	\$ -
Total					\$ 249,000	\$ 262,000	\$ 346,000	\$ 331,000	\$ 278,000	
				Count of Vehicles	7	6	8	9	7	

Section IV: Scope of Services

Appendix A contains the current data for the City's vehicle fleet:

Fleet Analysis and Strategy

1. Proposals shall provide an analysis and strategy for the City's fleet vehicles over a five (5) year period based on the data in Appendix A.
2. Proposals shall include a list of required data and the method of collecting such data for ongoing fleet analysis.
3. Proposals shall provide a breakdown of a fleet replacement strategy in detail.
4. Proposals shall include the criteria considered in developing the vehicle replacement strategy.
5. Proposals shall provide a detailed explanation of any software and/or reporting tools utilized in analyzing the City's fleet or implementing the replacement strategy. Please indicate in what location and manner the data is stored and who owns such data. If applicable, indicate any restraints with regard to retrieving such data on demand.

Fleet Replacement Process

1. Proposals shall provide a detailed description of its open ended lease procurement process for replacement vehicles. Note the following information:
 - All replacement vehicles shall be new from the factory, come with 3 keys and minimum 3 year/36,000 mile warranty, and be registered to the City of Easton.
 - All up-fit packages under \$5,000/vehicle should be included in pricing and financing. More complicated up-fit packages over \$5,000 shall be negotiated.
2. Proposals shall provide a detailed description of vehicle pricing structure, including applicable government incentives/discounts and all applicable fees. Note: The City is exempt from sales tax on all vehicles registered to the City.
3. Proposals shall provide a detailed description of its open ended lease vehicle financing structure, including the benchmark for interest rate, vehicle depreciation rate, and basis for calculations for residual book value and market value.
4. Proposals shall include proposer's insurance requirements as condition of financing the vehicles. The City reserves the right to insure financed vehicles through a carrier of City's choice.
5. Proposals shall include proposer's ability to sell vehicles in the City's current fleet as provided in Appendix A.

Ancillary Services

Please provide information regarding any ancillary services and or benefits offered in connection with vehicle fleet management, including but not limited to insurance coverage, physical damage program, fuel card programs, vehicle maintenance packages, up-fitting and vehicle lettering/identification services.

Section V: Questions & Answers

Requests for Information (RFI) must be submitted via electronic mail to rfp@easton-pa.gov no later than the date indicated under Section III, entitled Key Dates. The City shall respond to the electronic mail address that issued the RFI by the date stated in Section III.

All questions and answers are considered as a formal addendum to, and part of, this RFP. Each Firm shall be responsible to monitor their contact email addresses for new or revised RFP information.

Section VI: Proposal Content

Letter of Transmittal

On company letterhead prepare a letter of transmittal briefly stating the firm understands the scope of services requested, meets all qualifications and intends to achieve the objectives of the RFP. Any exceptions to requirements listed in the City's RFP must be clearly identified in the letter. The letter must indicate that all information attached is true and complete. The letter must be signed by an authorized representative of the firm, and an affirmative statement confirming such shall be included in the letter.

Firm Profile

The proposal shall include, at a minimum, the following information regarding the firm profile:

1. Office address, main telephone number and website address for primary business location, as well as local office information, if applicable;
2. A brief overview of your firm's history and organizational structure;
3. If incorporated or a limited liability company, the State and date of incorporation (attach W-9);
4. A list of all certifications, awards, and any accreditations in your industry; and
5. Describe the firm's experience within our local and regional market.

Qualifications and References Documentation

The proposal shall include, at a minimum, the following information regarding qualifications and references:

1. Proof that the firm meets the following minimum qualifications:
 - Five years of experience providing the same or similar Services;
 - Extensive knowledge of the industry;
 - Experience working with governmental agencies in Pennsylvania;
2. Most recent financial statements.
3. The names, addresses, phone numbers, and email addresses of three (3) client references including at least (1) government client who received similar services to those described herein.

Response to Scope of Services and Requirements

The proposal shall include, at a minimum, the details relevant to the information referenced in Section IV, entitled Scope of Services, and shall also include the following information:

1. Name of at least two (2) designated representatives who will be assigned to work with the City on the proposed services, including their direct office phone number, cellular phone number and email address.
2. Copies of all proposed forms to be used, including but not limited to master lease agreements, ordering documentation, invoices, financing agreements, vehicle return book value calculation forms, and any other forms of contract terms, etc.
3. Identify where the Firm might expect to use subcontractors, describing the services and roles that each sub-contractor might assume in providing services.
4. List potential sub-contractors.

Costs

Proposals must include a detailed breakdown of all costs associated with services provided, procurement process, and financing arrangement.

Submission

1. Each proposal page should be numbered for ease of reference;
2. Proposals must include any ancillary Firm agreements required for selecting Firm services;
3. Submit Four (4) hard copies of the proposal to the address listed in Section II, entitled Contacts;
4. Hard copies must arrive at the City on or before the time and date specified under Section III, entitled Key Dates.

Section VII: Notice to Proposers and Submittal Instructions

1. **The issuance of this Request for Proposals ("RFP") constitutes only an invitation to submit proposals to the City and is not to be construed as an official and customary request for bids. Any proposal submitted as provided herein constitutes an intention to supply information for consideration and is NOT A BID.**
2. The City reserves the right, in its sole and absolute discretion, to (a) determine whether any aspect of the proposal satisfactorily meets the criteria established in this RFP, (b) seek clarification from any Proposer(s), (c) negotiate with any Proposer(s) or other vendors/firms whether or not they submitted a proposal, (d) state terms and conditions that are substantially different from the terms and conditions set forth in this RFP in any RFP for similar products and/or services that may be issued subsequent to this RFP, (e) reject, in whole or in part, any or all proposals with or without cause, (f) cancel, amend or re-issue, in part or entirely, this RFP, (g) require Proposer(s) to appear for interviews and/or presentations of their proposals at City offices, (h) require references from Proposer(s)' previous clients on projects similar in type and scope to the services/work sought in this RFP.
3. Deadline extensions will not be granted and late submittals will not be accepted.
4. **The RFP does not commit the City to award a contract and the City shall not be liable for any cost incurred by Proposers in the preparation and presentation of submittals nor in any costs related to any element of the selection and negotiation process. Submission of a proposal as provided herein shall neither obligate nor entitle a prospective Proposer to enter into an Agreement with the City.**
5. All submitted proposals become a matter of public record and are subject to Pennsylvania's Right-to-Know Law (65 P.S. § 67.101) and other applicable law. Proposals will become the property of the City and will not be returned.
6. Evaluation of proposals by staff or by any other group are advisory only and the City may consider or reject such evaluation(s) for any or all proposals. Such evaluations are for the sole benefit of the City.
7. Prospective Proposer(s) shall carefully review this RFP for defects.
8. The City is the sole authority to provide the RFP package to interested parties. Proposers who are working from an RFP package obtained from any other source other than the City file may be working from an incomplete set of documents. The City assumes no responsibility for errors, omissions or misinterpretations in a proposal resulting from a Proposer's use of an incomplete RFP package from any source other than the City of Easton. All information contained within the official RFP document and public advertisement including by way of example but not limited to submission dates and scope of work/services take precedence over any conflicting information posted or obtained from any other source, except for official amendments to the RFP document and public advertisement.
9. The City may ultimately decide to enter into a contract with that firm with which the City can make the most satisfactory arrangement for meeting its needs. The City is not obligated to award any contract or respond to proposals submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal.

Section VIII: Evaluation and Scoring

Evaluation

The City has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The City will notify in writing of its selection for negotiation with the responsible Firm whose proposal is determined to be the most advantageous to the City as determined by the City after taking into consideration all of the evaluation factors.

Evaluation Criteria

The following criteria will be used in evaluating each proposal:

1. Technical Expertise and Experience
 - The firm's qualifications and experience in performing similar services
 - The clarity and completeness of the proposal and the firm's demonstrated understanding of the scope of services
2. Fleet Analysis and Strategy
 - Techniques for collecting and analyzing fleet data
 - Strategy developed for ongoing fleet management in the best interest of the City
 - Projected cost savings to the City
3. Fleet Replacement Process
 - Efficiency of process to procure replacement vehicles
 - Structure of procurement process
 - Projected cost savings to the City
4. Cost
 - Clarity of program's pricing and financing structure
 - Clarity of costs for required software and ancillary services offered

Section IX: Selection Process

First Phase Selection Process

The City's goal is to select the firm with the best service and fleet replacement strategy. Upon receipt of proposals the City will review and score the submittals. The City may exercise the option to schedule in-person or electronic/phone interviews.

Best and Final Offers

While not required, the City reserves the right to conduct discussions with Firms for the purpose of obtaining "best and final offers" following the evaluation and scoring of all proposals. To obtain best and final offers, the City may do one or more of the following, in any combination and order:

1. Request oral presentation;
2. Request revised proposals; or
3. Enter into pre-selection negotiations.

Award

Subject to the prohibited and compulsory contract terms set forth in this RFP, the City will negotiate the contract with the selected firm. The result will be a highly customized agreement that meets the City's needs.

If the City selects the firm's proposal for award, the contents of the selected firm's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations. This RFP and the Firm's proposal will be incorporate into the final contract.

Section X: RFP Terms

Integration. Any and all terms and conditions provided in the above Sections of this RFP are incorporated by reference as if fully set forth in this Section.

Proposal Withdrawal. Firm, or its authorized representative, may withdraw its proposal in person prior to the exact hour and date set for proposal receipt as outlined in the schedule, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal.

Changes to Submitted Proposals. Firm may modify its submitted proposal prior to the exact hour and date set for proposal receipt **only by submitting a new proposal**, which complies with the RFP requirements. One proposal per Firm is allowed.

City Rights. Upon opening and meeting with desired Firms, the City of Easton reserves the right to negotiate fully, the project scope/deliverables/and fees, as best suits the City and Firm. The City may make investigations as deemed necessary to determine the ability of the Firm to perform the project, and the Firm shall furnish to the City all requested information and data. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Firm fails to satisfy the City that such Firm is properly qualified to carry out the obligations of the RFP and to complete the project as specified.

Confidential Information. The City is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Firms' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Firms should not label proposal submissions as confidential or proprietary or trade secret protected.

Point of Contact. The City will consider the selected firm to be the sole point of contact with regard to contractual matters. All communications during this process should be directed to the RFP contact. Any firm members that make an effort to communicate with any other official of Easton, either directly or indirectly, during this process will be EXCLUDED from consideration.

City Use. All material submitted with the proposal shall be considered the property of the City and may be returned only at the City's option. The City has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Firm copyright designations contained on proposals, the City shall have the right to make copies and distribute proposals internally.

Changing of Terms. The City shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the City.

Additional Information. The City reserves the right to request additional information which, in the City's opinion, is necessary to assure that the Firm's competence, business organization, and financial resources are adequate to perform according to the RFP.

News Releases. Formal press releases must be approved by the City in advance.

Restriction of Contact. From the issue date of this RFP until the City selects a proposal for award, the City is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the City to reject the offending contractor's proposal. A Firm who shares information contained in its proposal with other City personnel and/or competing Firm personnel may be disqualified.

Terms. The term of the contract will commence on the date of the last authorized signature. The selected Firm shall not start the performance of any work prior to the effective date of the contract and the City shall not be liable to pay the selected Firm for any service or work performed or expenses incurred before the effective date of the contract.

Proposal Duration. Proposals will remain effective for The City review and approval for 60 days from the deadline for submitting proposals.

Competition. If only one proposal is received by the City it may negotiate with the proposer or seek additional proposals on an informal or formal basis during the 60-day period that proposals are effective.

Proposal Clarification. The proposer is encouraged to add to, modify or clarify any scope of work items it deems appropriate to develop a high quality plan at the lowest possible cost. All changes should be listed and explained. However, the scope of work proposed must accomplish the goals and work stated in the RFP.

Proposal Project Staff. If awarded a contract, the firm may not change the staffing assigned to the project without approval by the City. However, approval will not be denied if the staff replacement is determined by The City to be of equal ability or experience to the predecessor.

Conflict of Interest.

1. The Firm has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Firm or potential Firm other **than any sub-contractors identified in the proposal.**
2. The Firm has not attempted, nor will it attempt, to induce any Firm or person to refrain from submitting a proposal on this contract.
3. The Firm makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
4. To the best knowledge of the person signing the proposal for the Firm, the Firm, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Firm has disclosed in its proposal.
5. The Firm has not made, under separate contract with the City, any recommendations to the City concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
6. Until the selected Firm receives a fully executed and approved written contract from the City, there is no legal and valid contract, in law or in equity, and the Firm shall not begin to perform.
7. No Firm in a position of debarment will be awarded a contract.
8. Individuals who have ownership in the firm shall not have any personal or business relationship with any employee of the City at the time of this award.

Prohibited Contract Terms

The following types of contract terms will **not** be accepted by the City.

Any terms requiring that the City:

- To provide any type of indemnification/hold harmless to Firm or any third party
- Pay attorney and/or collection fees
- Pay late fees or penalties on payments less than 31 days late
- Pay a late fee or penalty greater than 1% per month (12% per annum) on amount due
- Pay a penalty for early termination/termination for convenience
- Institute legal action earlier than the applicable statute of limitations provided under Pennsylvania law
- To participate in mediation or arbitration
- To provide personal guarantees

The City reserves the right to reject any other contract terms it deems objectionable.

Proposers should prepare their proposals/pricing structures accordingly.

Compulsory/Non-Negotiable Contract Terms

The following contract terms will be incorporated in the contract (in substantially the form set forth below) and are **not** negotiable. (***Proposer should prepare their proposals/pricing structures accordingly.***)

- **WORK PRODUCT OWNERSHIP.** All works including but not limited to all draft and final hard copy versions of documents, manuals, presentation materials, text, data, schedules, photos, videos, visuals, graphics, ideas, discoveries, inventions, products, or other information in any format, whether or not copyrightable, trade markable, patentable (collectively, herein after "**Work Product**") developed in whole or in part by Contractor in connection with this Agreement shall automatically become the exclusive property of the CITY. No license or conveyance of any such rights to Contractor is granted or implied under this Agreement. Contractor, without further consideration, agrees to sign all documents necessary to confirm or perfect the exclusive ownership of the CITY to the Work Product.
- **TERMINATION.** The CITY shall have the following termination rights:
 - Termination for Convenience.** The CITY shall have the right to suspend or terminate this Agreement and/or a Purchase Order (without penalty) with immediate effect for its convenience at any time with or without cause by written notice to Contractor.
 - Termination for Non-Appropriation of Funds.** The CITY's obligation to make payments during any CITY fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (CITY, State and/or Federal) are not appropriated or otherwise made available to support continuation of performance of this Agreement in a subsequent fiscal period, the CITY shall have the right to terminate this Agreement and/or a Purchase Order (without penalty) with immediate effect by written notice to Firm's contact
 - Termination for Cause.** The CITY shall have the right to suspend or terminate this Agreement and/or a Purchase Order with immediate effect for cause due to Contractor's breach of any of the terms and conditions of this Agreement or Contractor's bankruptcy or insolvency.

In the event of Termination pursuant to this Paragraph:

- A. Contactor shall not later than three (3) days after such notice of termination, deliver to CITY all CITY owned Work Product.

- B. CITY shall pay Contactor the reasonable value of services satisfactorily rendered by Contractor prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contactor completed the services required by this Agreement. In this regard, Contractor shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the services satisfactorily rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.
- **ADDITIONAL WORK.** Additional work or services that exceed the Scope of Services in this Agreement must be approved by the parties in writing (which shall include the agreed upon compensation) prior to Contractor performing any additional work.
 - **RELATIONSHIP OF PARTIES.** The parties intend that an independent contractor relationship will be created by this Agreement and it is understood that the Contractor will not be an employee of the CITY. Contractor shall act in the capacity of an independent contractor with respect to the CITY. Contractor shall not be, nor represent himself/itself as being, an employee or agent of the CITY, and shall not be, nor represent himself/itself as being authorized to bind the CITY. Contractor shall not have the status of an employee of the CITY and shall not be eligible to participate in any employee benefit plans, pension plans, group insurance plans, paid vacation/sick leave programs, or any other employee benefits. CITY shall not provide social security, unemployment compensation, disability insurance, worker's compensation or similar coverage, nor any statutory benefits to Contractor. Contractor shall be solely responsible for all taxes, withholdings, and other similar statutory obligations, including, but not limited to workers' compensation Insurance and Contractor agrees to indemnify and hold the CITY harmless in the event the CITY is required to pay any of the same on behalf of Contractor. The terms of this Paragraph shall survive termination of this Agreement.
 - **INDEMNIFICATION.** Contractor agrees to indemnify, hold harmless, and defend CITY and its agents, employees, directors, and elected and appointed officials from and against any and all claims (including Worker's Compensation Claims), damages, losses and expenses, including but not limited to court costs and reasonable attorneys' fees, for which CITY may be held liable of whatsoever kind or nature, including but not limited to injury (including death) to any person including the CITY's employees and damages to any property of whatsoever kind or nature, arising out of or in any manner connected with the services to be performed under this Agreement by Contractor, it's sub consultants, or any individual or legal entity working on behalf of or under Contractor's supervision or in any way connected with the use, misuse, maintenance, operation, or failure of any machinery or equipment (regardless of whether such machinery or equipment was furnished, rented, or loaned by CITY), whether due in whole or part to any act, omission, or negligence of Contractor, its sub consultants, or any individual or legal entity working on behalf of or under Contractor's supervision. Contractor shall not be responsible for any claims, damages, losses or expenses arising out of the CITY's negligence. The terms of this Paragraph shall survive termination of this Agreement.
 - **INSURANCE.** The parties agree that for the duration of this Agreement Contactor shall maintain Primary/Non-Contributory insurance coverage, which shall include all terms, conditions and amounts required by the City.

Coverage shall be demonstrated through a current Certificate of Insurance provided to the CITY no later than the time of execution of this Agreement, a copy of which shall be attached hereto, incorporated herein by reference and marked as Exhibit "A," or by any replacement or updated post-execution Certificate that may be required from time to time by the CITY. The Certificate shall state that Contractor's insurance is Primary/Non-Contributory, name the City of Harrisburg as an Additional Insured and contain a provision requiring 30 days' notice prior to cancellation. All deductibles are the sole responsibility of Contractor (and its subcontractors and consultants) to pay and/or indemnify.

- **LIMITATION OF LIABILITY:** In no event shall CITY be liable to Contractor, its employees, agents, subcontractors or any third party, for any indirect, incidental, consequential, special or exemplary damages, whether in an action of contract, negligence, strict liability or other tortuous action, arising out of this Agreement. Both Parties

recognize that this Agreement reflects a reasonable allocation of risks and that such allocation is a significant inducement to provide the services described in this Agreement to the CITY.

- **NO CONFLICTS.** Contractor hereby represents and warrants to CITY that his/its execution and performance of this Agreement does not and will not breach any other agreement and does not require the consent of any other person or entity. Contractor hereby represents and warrants to CITY that there is no relationship that would create a conflict of interest with the CITY under applicable law. Contractor will not be prevented or restricted by virtue of providing the services under this Agreement from providing services to other entities or individuals.
- **SUBCONTRACTORS.** Contractor agrees to not subcontract any portion of the Scope of Services without prior authorization from the CITY, which authorization shall not be unreasonably withheld.
- **ASSIGNMENT.** Contractor shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the CITY. Any assignment consented to by the CITY shall be evidenced by a written assignment agreement executed by Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.
- **THIRD PARTY BENEFICIARY.** Nothing in this Agreement is intended to confer third-party beneficiary status on any other person or entity to enforce the terms of this Agreement.
- **ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of the Agreement shall be deemed effective unless in writing and signed by the parties hereto.
- **WAIVER OF BREACH.** The waiver by CITY of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
- **DELAY/FORCE MAJURE.** CITY shall not be liable for any delays resulting from acts of God, acts of third parties, orders of any kind of the government of the United States of America or of the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions or officials, or any civil or military authority, equipment failures, strikes, severe weather conditions, fires, riots, wars, earthquakes, equipment or facility shortages or any other causes beyond its reasonable control.
- **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- **SURVIVAL OF TERMS.** The terms and conditions of this Agreement that by their sense and context are intended to survive termination hereof shall so survive, including without limitation the sections relating to ownership of work product and indemnification.
- **APPLICABLE LAW & JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law provisions thereof. Each party hereto consents to the exclusive jurisdiction of the state courts of Pennsylvania situate in the County of Dauphin, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania for any litigation that may arise out of this Agreement and each party hereto waives any objection based on *forum non conveniens* or any other objection to such venue. The United Nations Convention on Contracts for Sale of Goods shall not apply.

Appendix A

See separate attachment.