

# City of Albany

## REQUEST FOR PROPOSALS TO PROVIDE A MANAGEMENT AUDIT

**RFP Number 2010-03**

**January 28, 2010**

### SECTION 1: PURPOSE

- 1.1 The City of Albany, New York hereby requests proposals from professional firms that are qualified to perform services for the following project: A Management Audit for the City of Albany. Minority Business Enterprises and Women's Business Enterprises are encouraged to apply.

### SECTION 2: RECEIPT OF PROPOSALS:

- 2.1 Three (3) copies of each proposal must be received no later than **February 23, 2010**, at the following address:  
  
Michelina C. Wojton, Esq.  
Assistant Corporation Counsel  
City Hall, Room 106  
24 Eagle Street  
Albany, New York 12207
- 2.2 The proposal is the document upon which the City of Albany will make its initial judgment regarding the proposer's qualifications, understanding of the City's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in the RFP unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The City of Albany reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional proposals. The City of Albany reserves the right to award the audit work, in whole or in part, to one or more firms or individuals.
- 2.6 Any award of the work contemplated by this Request for Proposals shall be conditioned upon the later execution of a formal written agreement. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of said agreement. A sample of said agreement, which sets forth the terms and conditions of the work, is available for review upon request from the individual described in Section 2.1 above.

### SECTION 3: QUALIFICATIONS OF PROPOSER/STUDY PLAN AND PROCEDURE:

- 3.1 Each proposer shall provide a signed cover letter, from a person within the firm, which confirms that the person signing the letter is authorized to make representations on behalf of the firm and to bind the firm.
- 3.2 Each proposer shall provide a statement of qualifications including:
  - a) The total number of staff in the local office of the firm;
  - b) The breakdown between partners, managers and line staff;
  - c) An organizational chart;  
Resumes covering the qualifications of proposed staff, including partners, managers/supervisors and senior auditors who are anticipated to be assigned to this engagement, whether they are full-time or per-diem employees, education, accomplishments and years and types of experience.
  - d) Experience in resumes should concentrate on the performance of management audits, but may also include other government (Federal, State and Local) experience and experience with non-profit organizations and commercial entities. It is important that the experience be identified within some time period. This can be accomplished by stating the date of the work, or by giving a period of time ("Since joining our firm ..." or "In the past five years...");and
  - e) The percentage of the office staff who would be assigned to complete the audit.
- 3.3 Each proposer shall provide a statement of its understanding of the work, and a description of the audit approach and procedures to be employed.
- 3.4 Each proposer shall provide an approximate date the 2010 work will begin and end, as well as the approximate date for the delivery. Field work for fiscal year 2010 should begin on or before March 1, 2010 and be completed no later than June 30, 2010.
- 3.5 Each proposer shall state the location of the office from which persons assigned to this engagement will be deployed.
- 3.6 Each proposer shall state its familiarity with city government and state the range of its experience in the performance of similar projects, with particular emphasis on government entities of similar size and complexity.
- 3.7 Each proposer shall provide the name, title, address, and telephone number of persons who may be contacted for references. Particularly important are any governmental references, specifically cities and other municipalities or municipal corporations in New York.
- 3.8 The City may make such inquiries it deems necessary to determine the ability of the proposer to perform the services contemplated by this RFP. Each proposer shall within five (5) days furnish all information and data for this purpose as may be requested by the City.
- 3.9 Study Plan and Procedure: Each proposal must include a detailed description and discussion of the various areas and issues which will be examined during the Consultation and Consultant's expectation of the areas within the scope of the Consultation which may offer the greatest potential for cost savings or increased revenues. Further, an explanation of how the management and productivity consultation will be planned, implemented, supervised, and managed by the Consultant's staff is to be included. Also to be included is a detailed statement of the methodology to be applied and that methodology's

development history and acceptability in the academic and business communities. Additionally, set forth examples of actual implementation by Consultant of the methodology.

- 3.10 Analysis and Recommendations: Indicate how the data will be analyzed and the criteria that will be used to formulate recommendations. Indicate whether recommendations will be for direct remedial action or for additional study.
- 3.11 Communication and Report Plan: Specify how and at what stages the firm will communicate with the City during the project. The City will require regular reports during the project period and an exit conference. The City requires that a final written report be produced and provided to the City. Finally, the City requires that the firm make available its work papers for review by the City if so requested.

#### SECTION 4: SCOPE OF SERVICES:

The City seeks a consultant and/or consultant team, to conduct a management audit of identified City departments. This includes analyzing the department organization, budget, policies, staffing, equipment, capacity, and related variables that promote the efficiency and effectiveness of the department within the City budget constraints and that assess department needs into the future. The purpose is to provide the City information for informed budget decisions. The selected proposer will be required to provide the following:

- 4.1 A survey and analysis of operations, facilities, budget, organizational structure, management, policies, functions and activities of the following City Departments: (1) City of Albany Police Department; (2) City of Albany Department of Fire and Emergency Services; (3) City of Albany Department of General Services; and (4) City of Albany Department of Recreation.
- 4.2 Specific areas that the City anticipates to be reviewed are as follows:
  - Administrative functions
  - Business operations
  - Staffing
  - Services or functions with potential for contracting out, if any
  - Cost/benefit or suitability of mutual aid/support agreements or combined service efforts with adjoining municipalities and the County.
  - Cost recovery opportunities
  - Operational plans and procedures
  - Impact of internal and external working relationships on service quality
  - General organization
  - Services and programs that should be added or deleted

#### 4.3 Deliverables

The consultant shall make specific recommendations for strategic directions, improvements, management action, budget savings or initiatives requiring supplemental funding; as well as to positively comment on areas found to be well managed and/or appropriately funded. Initial findings and recommendations shall be submitted no later than June 30, 2010. The management review is expected to result in the following:

- Recommendations for the most effective and efficient organizational structure.
- Recommendations for the best utilization of present personnel.
- Recommendations for appropriate staffing levels and the proper assignment mix of sworn/non-sworn and union/non-union employees.
- Identification and reporting of any impediments to effective personnel management and service delivery.
- Measurable dollar savings/costs resulting from the implementation of the recommendations.
- Recommendations for the development and implementation of effective training programs, including efficient and economical scheduling of personnel for ongoing in-service training.
- Analysis of the service load of City Departments as compared with national standards and Department capabilities.
- Evaluation of current apparatus and equipment configurations compared to needs, given the current and future trends of department responses and activities.
- Evaluation of current operational plans and procedures.
- Recommendations for contracting out services or functions to most effectively utilize personnel and produce savings.
- Recommendations for additional programs, services, and/or personnel to enhance revenues and/or improve the effectiveness and efficiency of City operations.
- Opportunities for collaboration with other departments, municipalities, community, regional or state agencies.
- An analysis and recommendations on how the delivery and performance services could be improved as a whole.

## SECTION 5: COST PROPOSAL:

- 5.1 Provide the total not to exceed fee for performing the engagement as set forth in Section 4 above, including any out of pocket expenses.
- 5.2 A guarantee must be provided that no additional fees will be charged to the City without the prior express written consent of the City.
- 5.3 Hourly rates for ancillary accounting and consulting services must also be provided.

## SECTION 6: PROPOSAL EVALUATION:

- 6.1 Proposals shall remain valid until the execution of an agreement by the City of Albany.
- 6.2 Proposals shall be examined and evaluated to determine whether said proposals meet the requirements of this RFP. The contract will be awarded based on the following criteria:
  - Specific experience in comparable projects, capabilities, and professional qualifications.
  - Completeness of the proposal.
  - Study plan and methodology.
  - Total proposed cost.
- 6.3 The selection of a proposal will not be based solely on a cost evaluation. There will also be an evaluation of the proposer's understanding of the work required and approach to this project with considerable weight being given to experience in the areas required and proposer's track record.

## SECTION 7: ALTERNATIVES:

- 7.1 Each proposer may include in its proposal items which are not specified in this RFP but considered to be pertinent by the proposer. All such alternatives shall be listed separately from the proposal and the cost thereof shall be separate and itemized.

## SECTION 8: INDEMNIFICATION:

- 8.1 The selected proposer shall defend, indemnify and save harmless the City, its employees and agents, from and against all claims, damages, losses, and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents.

## SECTION 9: SPECIFICATION CLARIFICATION:

- 9.1 All inquiries with respect to this Request for Proposals shall be directed to the City of Albany Corporation Counsel's Office as follows:

Michelina C. Wojton, Esq.  
Corporation Counsel's Office  
24 Eagle Street, Room 106  
Albany, New York 12207

- 9.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced in Section 9.1 above. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

**SECTION 10: MODIFICATION AND WITHDRAWAL OF PROPOSALS:**

- 10.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 10.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal and the proposal security will be returned. Thereafter, that proposer will be disqualified from submitting further proposals on the work.

**SECTION 11: INSURANCE AND SECURITY REQUIREMENTS:**

- 11.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage, which must be issued by an insurer which is licensed to do business in the State of New York and which has an A.M. Best rating of not less than "A":
- (a) Workers' Compensation and Employer's Liability Insurance: A policy or policies providing protection for the proposer's employees in the event of job-related injuries, to statutory limits.
  - (b) General Liability Insurance: A policy or policies of comprehensive general liability insurance with limits of not less than \$2,000,000.
  - (c) Professional Liability Insurance: A policy or policies of professional liability insurance with limits of not less than \$3,000,000.
- 11.2 Each policy of insurance required shall be in form and content satisfactory to the City of Albany Corporation Counsel, and shall provide that:
- (a) The City of Albany is named as additional insured on a primary and non-contributing basis for the purposes of this engagement.
  - (b) The policy shall not be changed or canceled until the expiration of forty-five (45) days after written notice to the City of Albany and shall be automatically renewed upon expiration and continued in force unless the City of Albany is given (45) days written notice to the contrary.
- 11.3 No work shall be commenced under the contract until the selected proposer has delivered to the Corporation Counsel or his/her designee proof of issuance of all policies of insurance required by this RFP. If at any time any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver, and maintain such insurance as above provided, the agreement may, at the election of the City, be forthwith declared suspended,

discontinued, or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the agreement, nor shall the insurance requirements be construed to conflict with the obligations of the selected proposer concerning indemnification.

**SECTION 12: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGMENT:**

- 12.1. Each proposer shall complete and submit with its proposal the “Non-Collusive Proposal Certificate” and the “Acknowledgment” found on the two (2) pages which follow this page.

**NON-COLLUSIVE PROPOSAL CERTIFICATE  
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name and title)

\_\_\_\_\_  
(name of firm)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me personally appeared \_\_\_\_\_ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Corporation:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did say that he resides at (give address) \_\_\_\_\_; that he is the (give title) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Partnership:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me personally came \_\_\_\_\_, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of \_\_\_\_\_ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_