

# PHILADELPHIA REDEVELOPMENT AUTHORITY

**REQUEST FOR PROPOSALS** 

**AUDIT SERVICES** 

**AUGUST 4, 2017** 

# REQUEST FOR PROPOSAL for Audit Services

# I. <u>INTRODUCTION</u>

The Philadelphia Redevelopment Authority "(Authority/PRA), hereinafter," is a public body and non-profit agency for politic duly created and organized pursuant to and in accordance with the provisions of the Urban Redevelopment Law of May 24, 1945 of the Commonwealth of Pennsylvania and "amendments" thereto. The primary function of the Authority is the elimination of blight in designated areas, using the power of eminent domain and other incentive programs. Included in this function is the administration of various types of loan programs for the acquisition, "rehabilitation and/or new construction of property by individuals and developers". Funding for projects is provided through governmental agencies along with private grants and bond issuance.

# II. GENERAL OBJECTIVE AND INFORMATION

- A1. Independent Public Accountants (IPA's) "hereafter (IPAs)" are invited to submit proposals to perform a Single Audit in accordance with Uniform Guidance 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200 Uniform Guidance) for the Philadelphia Redevelopment Authority, 1234 Market Street, 16th Floor, Philadelphia, PA 19107. The proposals must include separate bid amounts for each year for which the IPA seeks consideration as described in section A3 below. Following the first year (fiscal year ending June 30, 2017) each succeeding year will be considered separately and at the sole option of the Authority.
- A2. The contracts below are funded either in whole or in part by Community Development Block Grant (CDBG), Federal Home Investment Partnership (HOME), Housing Opportunities for People with AIDS (HOPWA), or other federal programs of the United States Department of Housing and Urban Development (HUD) through the City of Philadelphia Division of Housing and Community Development (DHCD). Each funding source could have several contracts.

The Authority's Funding Sources for Fiscal Year Ended June 30, 2016

CONTRACT DESCRIPTION	CFDA#	EXPENDITURES AMOUNT
Low Income Housing Assistance Program	14.856	\$815,093
Community Development Block Grants	14.218	10,193,915
Federal Home Investment Partnership	14.239	6,714,858
American Recovery Reinvestment	14.253	1,260,893
Department of Community & Economic Development	N/A	257,554
Philadelphia Office of Housing and Community Development	City	30,517,028
Economic Stimulus	City	15,321,477
Other	N/A	3,669,443
TOTAL EXPENDITURES		\$68,750,261

# A3. Scope as of Fiscal Years:

The IPA is requested to submit a separate bid amount for each audit year as follows: fiscal years ending June 30, 2017, June 30, 2018, June 30, 2019 and June 30, 2020.

B. The Authority issues a consolidated financial statement and three (3) special purpose financial statements. The financial statements are presented in conformity with GAAP and are included in the City of Philadelphia's Comprehensive Annual Financial Report (CAFR). During the fiscal year ended June 30, 2016, the Authority maintained ledgers for projects and programs funded as outlined in "II" A2 above. Presently, the Authority respectively has (52) weekly and (26) biweekly payrolls with (65) employees on a computerized payroll system. The Authority issue's approximately (300) checks, makes (60) deposits and records (70) journal entries each month. The accounting activity is recorded through several general ledgers modules including payroll, accounts payable, accounts receivable and Project Controller.

The Authority maintains approximately twenty (30) bank accounts that have material balances along with various investment accounts and several small balance accounts with minimal activity. In addition, there are separate programs under trustees for various bond programs.

The Authority maintains a real estate portfolio of over 2,562 properties and has an ownership interest in a commercial property.

- C. Presently, the Authority has the following computer equipment:
  - \* One computer networking system with Windows Server as the primary operating system throughout the organization.
  - \* The Windows Server environment incorporates one Windows Active Directory Domain and a collection of network devices including: desktop and notebook PCs, printers, scanners, multi-functional copiers, file servers, switches and backup devices. There are also a number of locally attached printers.
  - \* The software utilized within the Authority includes: Windows Server (versions 2000-2008 R2, but 2003 predominantly), Microsoft Exchange 2003, SQL Server 2000/2005, Windows XP, Windows 7, Microsoft Office 2003 & 2010, Adobe Creative Suite CS3, CS4, & CS5, ARCGIS, AutoCAD, LAMA, Portfol, Time Clock Plus and Microsoft Dynamics.
- D. The Authority does not have an internal audit staff. Accounting and record keeping is currently under the direction of Angela Chandler, Director of Finance.
- E. Copies of the **June 30, 2016** financial statements are available upon request. Direct any questions about this proposal and / or the Authority's books and records to:

Angela Chandler Director of Finance Philadelphia Redevelopment Authority 1234 Market Street, 16<sup>th</sup> Floor Philadelphia, PA 19107 (215) 209-8600

F. General audit questions should be directed to:

Pat Williams Audit Supervisor Division of Housing and Community Development 1234 Market Street, 17<sup>th</sup> Floor Philadelphia, PA 19107 (215) 686-9734

G. Employment and subcontracting questions shall be directed to:

Lynn Newsome Division of Housing and Community Development Compliance Director 1234 Market Street, 17<sup>th</sup> Floor Philadelphia, PA 19107 (215) 683-3006

- H. IPAs shall submit ten (10) copies of its proposal to Angela Chandler, Director of Finance. IPAs proposals will become a part of the files of the Authority and DHCD without any obligation to the Authority or DHCD.
- I. The Authority strongly encourages and promotes, through its Anti-Discrimination Policy, that the IPA acknowledges, cooperates and utilizes qualified MBE and WBE firms in all aspects of its procurement of goods and services. All IPAs are required to draft and submit as a part of their bid an Equal Opportunity Plan (MBE/WBE) which shall include specific and unequivocal statements as to how they intend to engage the above mentioned firms (MBE and WBE) in their contract package.

To assist interested IPAs with their compliance plan obligations, the IPA can find a list of certified firms and contact persons on the Office of Economic Opportunity website **oeo.phila.gov/directory.asp.** Once you are in the site you can find a list of individuals/companies to select from by Accounting & Tax Consultants and then input Professional Services.

The plan shall describe, in detail, the portion of work to be performed by IPAs MBE/WBE participant(s) and their dollar amounts, as a percentage of the overall bid amount. The participation goals for this audit engagement have been set at MBE 15% and WBE 7%.

Accordingly, the IPA's herewith agrees to cooperate with the Authority in insuring their participation of MBE's and WBE's in the professional services agreement and shall utilize its best efforts to insure that MBE's and WBE's have the maximum practicable opportunity to compete for sub-contract work. The IPA further agrees to submit to the Authority as part of their Equal Opportunity Plan, a brief business profile of these firms and the key individuals assigned to the project, in the form incorporated into (Attachment I), attached hereto and made a part hereof, or on such other form as may be mutually agreeable between the Authority and the IPA, whereby the IPA will explain in detail how it intends to comply with the Authority's Anti-Discrimination Policy.

# III. AUDIT REQUIREMENTS

- A. <u>Basis of Audit</u> The Independent Public Accountant (IPA) shall perform a financial and compliance audit in accordance with the following (**as revised**):
  - 1. Generally Accepted Auditing Standards (GAAS).
  - 2. GAO Government Auditing Standards (GAS).
  - 3. Uniform Guidance 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200 Uniform Guidance)
  - 4. City of Philadelphia Subrecipient Audit Guide.

B. <u>Reporting Requirements</u> - The Audit Report for the PRA shall comply with 2 CFR 200 Uniform Guidance requirements and the following supplemental schedules are required by the City of Philadelphia Sub-recipient Audit Guide.

#### 1. Statement of Source and Status of Funds

A. If contract is multi-funded, the sources and amounts for each shall be indicated.

# 2. Statement of Program Cost

A. If contract is multi-funded, the sources and amounts for each shall be indicated.

# 3. Schedule of Program Income, if applicable

- A. This schedule should only be prepared if the PRA has any type of program income or revolving loan.
- B. All sources should be briefly explained in the notes to the financial statements.
- C. Interest earned on advances is not program income and cannot be used by the PRA. All interest earned on advances shall be returned or utilized by DHCD and disclosed in the footnotes.
- D. All program income shall be applied before the PRA can request additional funding, unless the purposes of the funds are restricted. Any restriction must be approved by DHCD and explained in the footnotes. If the restriction is not approved, the funds shall be applied to other program costs or returned to DHCD.
- E. If there is no program income, it should be noted in the audit report.

#### 4. Reconciliation Schedule

A. The schedule shall reconcile differences between the Authority's books and records and the Authority's cumulative year end subrecipient invoice.

Note: A separate Statement of Source and Status of Funds, Statement Of Program Costs, Schedule of Program Income (where applicable), and Reconciliation Schedule is required for each contract.

5. The Schedule of Expenditures of Federal Awards shall include all Federal, State funds passed through the City, and City funds for the PRA.

- 6. Independent Auditor's Report on Compliance and Internal Control over Financial Reporting based on the Audit of the Financial Statements performed in accordance with Government Auditing Standards.
- 7. Independent Auditor's Report of the PRA's financial statements.
- 8. Independent Auditor's Report on Compliance with the Requirements applicable to Major Programs and Internal Control over Compliance in accordance with 2 CFR 200 Uniform Guidance.
- 9. Independent Auditor's Report on the Authority's Schedule of Federal, State and City Financial Assistance.
- 10. Management Letter.
- 11. Data Collection Form.
- 12. Disclosure of Irregularities and Illegal Acts
  - A. All fraud, abuse, or illegal acts whether material or not, should be covered in a separate written report.
  - B. The DHCD Audit Supervisor shall be <u>immediately</u> notified in all such cases.
- 13. Any deviations from the aforementioned audit reporting requirements and the City of Philadelphia Subrecipient Audit Guide shall require prior written approval of the Audit Supervisor from DHCD.

# IV. WORKPAPERS

- A. The IPA's workpapers shall be retained for at least three (3) years from the date of the Audit Report unless the IPA is notified in writing to extend the retention period.
- B. The reconciliation of the audit report to the agency records, including the monthly financial statements, must be included in the IPA's workpapers and made available upon request.
- C. The workpapers shall be made available to PRA, the City Controller's Office and any authorized representatives of DHCD or the Department of Commerce.

# V. <u>TIME CONSIDERATION AND REQUIREMENTS</u>

- A. Mandatory Pre-Submission Meeting will be held on **Thursday**, **August 10**, **2017** at the PRA 1234 Market Street, 16th Fl., Board Room, Philadelphia, PA 19107 (**1:00 PM**). Prospective applicants are encouraged to obtain and review a copy of this RFP and bring it with you to the briefing.
- B. Date and time for proposal submission is on or before **Thursday**, **August 31 2017** (**NO LATER THAN 3:00 PM**). Proposals received after this time will not be considered. There will be no exceptions to this deadline.
- C. The anticipated date for the announcement of the award for audit services is **Friday**, **September 15, 2017**.
- D. Date work can commence is contingent upon approval and acceptance of the proposal by the Authority. However the audit should commence no later than **Monday**, **October 2, 2017**.
- E. The Consolidated Financial PRA report is due to the City of Philadelphia within one hundred and twenty days (120) after the PRA's fiscal year end. In the event that the one hundred and twenty (120) day deadline will not be met, the IPA shall provide an estimated completion date for the draft audit report, so that an extension request letter can be submitted to the DHCD Audit Unit prior to the expiration of the one hundred and twenty day (120) period.
- F. Date for the final submission of the Consolidated Financial Statements is **Thursday**, **November 30, 2017.**
- G. The Single Audit Report is due to the City of Philadelphia within two hundred and seventy days (270) after the fiscal year end. However, the due date for the draft is **Monday, January 8, 2018**.
- H. Mandatory exit conference shall be scheduled.
- I. Date for final report submission of the Single Audit Report to the Authority is **Tuesday, January 30, 2018.**
- J. The IPA shall submit eight (8) bound copies of the Single Audit Report and/or other related reports to the PRA.

Note: If the IPA cannot comply with due dates, the IPA shall inform the Authority of the anticipated completion date.

#### Additional Authority Requirements

- 1. IPA shall certify that they do not appear on any federal, state or city debarment or suspension listings and are in good standing with DHCD (All prior audit reports were satisfactorily submitted and accepted by DHCD).
- 2. PRA will provide lead schedules and summarized trial balance reports. The IPA shall be responsible for any and all adjustments required to prepare draft financial statements. This will include reviewing and amending all drafts and preparing the final financial statements in conformity with the requirements outlined above.

- 3. The IPA shall provide detailed support along with revised markeups for any changes made to the draft financial statements no later than one-month (1) subsequent to final report issuance.
- 4. All audit requests shall be submitted electronically to the designated Authority audit team. The IPA must provide weekly status reports detailing outstanding items and any areas of concern.
- 5. An IPA supervisor shall be at the audit location at all times. Staffing shall be appropriate to meet imposed deadline, review time and requirement guidelines.
- 6. IPA shall submit a statement to verify that in the event of the need to replace any professional audit staff at the senior level or above, the professional experience of the replacement shall be made available to PRA. The replacement of professional staff will be made in a timely manner, so as not to cause any delay in meeting any of the time requirements set forth in this RFP.

# VI. <u>CRITERIA FOR SELECTION</u> – Listed in order of relative importance

- A. Audit Proposal Responsiveness:
  - Timeliness of response.
  - Compliance with requirements.

#### B. Proposal Content

- 1. Qualifications of firm
  - Understanding of work to be performed.
  - Relevant experience with financial/compliance audits of Federally funded programs.
  - Audit staff references and resumes.
  - Quality Control Report (Peer Review).

# 2. Approach to performing the audit

- Overall accomplishment of each segment of the audit.
   Staffing levels and hours. Note: Proposal shall state that in the event of any audit staff turn over during the audit, vacancies shall be filled in a timely manner by staff with similar training and experience in conducting and/or reviewing 2 CFR 200 Uniform Guidance
- Adherence to imposed deadlines and anticipated report submission dates. (Extension to City report deadlines are subject to approval by DHCD, and DHCD cannot waive Federal deadlines).

# 3. MBE/WBE Sub-Contractor Participation

# C. Cost Analysis

- Based on total cost, hours and staffing levels.
- D. Upon completion of the review and evaluation process, a recommendation will be made to the Authority's Board of Directors for appropriate action(s). The Board shall make the final determination with respect to the selection of the IPA.

# VII. RIGHT TO REJECT (AMEND OR CANCEL)

The Authority reserves the sole right to change, cancel, amend, modify, revise or issue a new proposal at any time. The Authority is not bound to accept any proposal that is contrary to the best interest of the Authority.

# VIII. COST

The Authority is not liable for any and all costs associated with the development, preparation, transmission, and/or the presentation of any proposal or related material submitted with any proposal.

# IX. INFORMATION TO BE SUBMITTED BY THE PROPOSER

In order to help simplify the review process and obtain the maximum degree of comparison, the Authority requests that all proposals shall be organized in the following manner:

#### A. Title Page

Identify the RFP subject, the name of the IPA firm, local address, telephone number, name of contact person and date.

# B. Table of Contents

Include a clear identification of the material by section and by page number.

# C. <u>Letter of Transmittal</u>

Limit to one or two pages.

- 1. Briefly state the IPA understanding of work to be done and make a positive commitment to perform the work within the designated time periods.
- 2. State the all-inclusive maximum fee for which the work will be done.
- 3. State the names of the persons who will be authorized to make representations for the IPA Firm, their titles, addresses, and telephone numbers.

- 4. State that the persons signing the letter shall be authorized to legally bind the proposer.
- 5. State that the contents of the proposal shall be available to establish final contractual obligations for a minimum of one hundred eighty (180) calendar days from the proposal deadline submission date.

# D. <u>Profile of the Proposer</u>

- 1. Indicate whether the firm is local, regional, national or international.
- 2. Identify the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors and other professional staff employed at the office.
- 3. Describe the range of activities performed by the local office such as government auditing (Financial and Compliance), accounting, tax service, or management services.
- 4. List recent financial/compliance audits of federally funded programs.

# E. Peer Review (Including Letter of Comments)

1. Submit a copy of your firm's latest peer review and any related comment letters with your proposal. If you have not had a peer review, please state how you are in compliance with the GAS requirement and when your review is anticipated.

# F. Mandatory Criteria

- 1. Affirm that the IPA meets the general standards of the GAO Government Auditing Standards.
- 2. Affirm that the proposer is in good standing with DHCD.
- 3. Affirm that the proposer does not have a record of substandard audit work.

#### G. Summary of the Proposer's Qualifications

- 1. Identify the supervisors who will work on the audit, including staff from other local offices. Resumes including relevant experience and continuing education for such supervisory person to be assigned to the audit shall be included.
- 2. Describe the recent local and regional office auditing experience similar to this type of audit requested, and provide the names and telephone numbers of client references responsible for three (3) of the audits listed.

#### H. Proposer's Approach to the Examination

1. Submit a work plan to accomplish the scope as defined in Section III (Audit

Requirements) of these guidelines. The work plans shall be submitted for each year for which the IPA seeks consideration as described in section II A 3 (Scope of Contract). This shall include the basis of the audit. The work plan shall also include time estimates for each significant segment of work and staff levels to be assigned. Where possible, individual staff members should be named. The planned use of specialists should be specified. The audit work plan shall completely cover what audit work will be accomplished to allow the IPA to render the following information:

- A. An opinion report on the financial statements.
- B. Separate reports on the study and evaluation of internal control system in accordance with Government Auditing Standards and on the system used in administering Federal, State and Local Financial Assistance Programs.
- C. Separate report shall be prepared on tests of compliance in accordance with Government Auditing Standards; with the general requirements applicable to Federal, State and Local Financial Assistance Programs; with specific requirements applicable to Major Federal and Local Financial Assistance Program Transactions.
- 2. The work plan shall demonstrate the IPAs understanding of the audit requirements of as set forth in III above.

# I. Compensation

- 1. State the total hours and hourly rates required by staff classification and the resulting all-inclusive maximum cost for which the requested work will be done. State whether data processing will be used in the examination. If so, estimate the data processing resources the PRA will need to supply in terms of computer time, operator time and programmer time.
  - A. Compensation requests shall be submitted in a sealed envelope together with your proposal.

First year - fiscal year ending	June 30, 2017 \$
*Option years - fiscal years ending	June 30, 2018 \$
	June 30, 2019 \$
	June 30, 2020 \$

- \* For fiscal years ending June 2018, 2019 and 2020, the option years, the Authority has the sole discretion pertaining to the award of the audit contract.
- 2. A retainage of twenty five percent (25%) of the audit fee shall be held until the audit reports are reviewed and accepted by the City. DHCD will send a written acceptance letter.
- 3. If the report was submitted on time and notification of results is not received within ninety (90) days, the (25 %) balance may be released.
- J. Completed Certifications of Non-Indebtedness to the City of Philadelphia (Attachment I).
- K. Commitment Form Commitment Form Completion of No Pending or Threatened Litigation (Attachment II).
- L. Campaign Finance Disclosure (Attachment III)

#### M. Additional

Since the preceding sections are to contain only data that is specifically requested, any additional information considered essential to the proposal should be included in this section. The IPA general information publications, such as directories or client lists, shall not be included unless specifically requested. If there is no additional information to present state "there is no additional information we wish to present". The Authority reserves the right to request any IPA to submit additional information or documentation it deems necessary in order to clarify or properly evaluate submitted proposals.

# X. CONTRACT REQUIREMENTS

- A. IPA shall enter into a formal contract with Authority.
- B. General terms and conditions shall include but, not limited to:
  - 1. Conflict of Interest.
  - 2. Insurance.
  - 3. Indemnification.

A sample of the audit contract requirements shall be made available at the mandatory pre bid meeting. Proposers shall read and become familiar with the requirements prior to submitting a proposal. Proposers are solely responsible for reviewing their proposals for completeness and for responsiveness of their proposals.

# XI. <u>DECLARATIONS AND OTHER INFORMATION</u>

MBE/WBE/DBE Firms: The PRA strongly encourages and promotes the employment of qualified MBE/WBE/DBE firms in all aspects of its procurement of goods and services. If applicant is a Certified M/W/DBE, defined as Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), or Disabled Business Enterprises (DBE); please submit information to confirm Certification as part of bid proposal.

<u>Tax Clearance and Conflict of Interest Form:</u> Respondents, upon request of the PRA, must provide evidence satisfactory to the PRA that all municipal taxes, including business taxes, real estate, school, water and sewer charges, if applicable, are current for both the individual applicant and the applicant's firm and neither is currently indebted to the City; will at any time during the term of the agreement be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established.

<u>Insurance Requirements</u>: Respondents will be required to submit a certificate of insurance evidencing the required coverages as outlined in the formal contact with the Authority.

# Reservation of Rights

By submitting a proposal in response to this RFP, an Applicant affirmatively acknowledges: (i) its acceptance of the terms and conditions of this RFP; (ii) the PRA may exercise in its sole discretion the following rights; and (iii) the PRA may exercise the following rights at any time and without notice to any Applicant.

- 1. to reject any and all proposals;
- 2. to supplement, amend, substitute, modify or re-issue the RFP with terms and conditions materially different from those set forth here;
- 3. to cancel this RFP with or without issuing another RFP;
- 4. to extend the time period for responding to this RFP;
- 5. to solicit new proposals;
- 6. to conduct personal interviews with any Applicant to assess compliance with the selection criteria:
- 7. to request additional material, clarification, confirmation or modification of any information in any and all proposals;
- 8. to negotiate any aspect of a proposal, including price;
- 9. to terminate negotiations regarding any and all proposals at any time;
- 10. to expressly waive any defect or technicality in any proposal;
- 11. to rescind a selection prior to contract execution if the PRA determines that the proposal does not conform to the specifications of this RFP;

- 12. to rescind a selection prior to contract execution if the PRA determines that the specifications contained in this RFP are not in conformity with law or that the process in selection of a proposal was not in conformity with law or with the legal obligations of the PRA;
- 13. in the event a contract is awarded, the successful Applicant or Applicants shall procure and maintain during the life of the contract liability insurance in an amount to be determined prior to the award of any contract;
- 14. in the event a contract is awarded, all Applicants agree to perform their services as an independent contractor and not as an employee or agent of the PRA;
- 15. in the event a contract is awarded, all Applicants agree that no portion of performance of the contract shall be subcontracted without the prior written approval of the PRA; and
- 16. each Applicant agrees to indemnify, protect and hold harmless the PRA from any and all losses, injuries, expenses, demands and claims against the PRA or the City of Philadelphia sustained or alleged to have been sustained in connection with or resulting from (i) the submission of the Applicant's proposal; (ii) the delivery by the Applicant to the PRA of any other documents or information; and (iii) any other conduct undertaken by the Applicant in furtherance of or in relation to the Applicant's proposal. Each Applicant agrees that its duty to indemnify and hold harmless shall not be limited to the terms of any liability insurance, if any, required under this RFP or subsequent contract.

# XII. <u>APPLICATION PROCESS</u>

Applicants must submit 3 original copies of the proposal and one electronic copy on CD to the PRA no later than 3:00 p.m. on Thursday, August 31, 2017; absolutely no proposals will be accepted after that time. Files on the CD may only be in Microsoft Word or Adobe PDF.

An applicant, whether an individual, partnership, LLC, non-profit, for profit or other business entity, may submit only one response to this RFP. Individuals that are related to each other or business entities that are legally related to each other or to a common entity may not submit separate proposals. The Authority, in its sole and absolute discretion, retains the right to reject any proposal where: 1) applicants or principals of applicants are substantially similar or substantially related parties; or 2) the Authority has determined that the applicant has violated these conditions or the spirit of these conditions.

Applicants may hand deliver or send proposals via registered mail to:

Angela Chandler
Director of Finance
Philadelphia Redevelopment Authority
1234 Market Street, 16<sup>th</sup> Floor
Philadelphia, PA 19107
Phone: 215-209-8600

# **Contact for Additional Information**

All questions and requests for additional information should be directed in writing to Angela Chandler at <a href="mailto:Angela.Chandler@pra.phila.gov">Angela.Chandler@pra.phila.gov</a>. Questions will only be accepted until August 9, 2017. Questions and/or requests for additional information and the PRA's responses to them will be posted on the PRA website.

NOTICE: The Philadelphia Redevelopment Authority is subject to the Pennsylvania Right to Know Law. Any information provided in your response to this Request for Proposals may be subject to disclosure to the public.

# ATTACHMENT I

# CERTIFICATE OF NON-INDEBTEDNESS TO THE CITY OF PHILADELPHIA

("Proposer") hereby certifies and represents to the City of Philadelphia ("City") the Proposer and Proposer's parent company(ies) and subsidiary(ies) are not currently indebted the City, and will not at any time during the term of this Audit Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments fees, or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Propose acknowledges that any breach or failure to conform to this certification may, -at the option of the City, result in the withholding of payments otherwise due to Prosper and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of any contract for default (in which case Proposer shall be liable for all excess costs and other damaged resulting from the termination).	
Date:	By:
	Name:
	Title:

# ATTACHMENT II CERTIFICATION OF NO PENDING OR THREATENED LITIGATION

APPLICANT NAME	PROGRAM	
ADDRESS	CONTRACT	
TELEPHONE (DAY)	(EVENING)	
THIS CERTIFICATION MUST	BE COMPLETED BY ANY INDIVIDUAL OR BUSINESS	
	TO PARTICIPATE IN A PRA RELATED PROGRAM OR	
	CONTRACT WITH THE PRA.	
Other than as listed below, there is no pending or threatened litigation, claim, action, suit, consent order settlemen agreement, investigation, challenge or other proceeding initiated by, against or affecting the Applicant, and/or any business associate of Applicant (when applicant is a business entity) involving the City of Philadelphia and /or its Office of Housing and Community Development, The Philadelphia Redevelopment Authority (PRA), or any hous development entities associated with the PRA.		
settlement agreement, investigation, ch		
Type of Proceeding, claim, etc.:		
Case Number, if applicable:		
Status of Proceeding, claim, etc.:		
Name of Parties:		
Type of Proceeding, claim, etc.:		
Case Number, if applicable:		
Status of Proceeding, claim, etc.:		
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Please attach additional page(s), if neces	essary.	
Name (Print)	Name (Signature)	
 Title	Date	