

**THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET – SUITE 5400
PHILADELPHIA, PA 19106**

**DEBT COLLECTION LAW FIRM SERVICES
REQUEST FOR PROPOSALS No. 17-01**

INSTRUCTIONS

SUMMARY

- When:** Proposals must be submitted by 2:00 PM, Monday, March 20, 2017.
- Where:** Philadelphia Parking Authority
Attention: Mary Wheeler, Manager Contract Administration
701 Market Street, Suite 5400
Philadelphia, PA 19106
- How:** Proposals must be sealed and delivered via certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery. Whether mailed or hand-delivered, all envelopes must display the vendor name and must be boldly and clearly marked (*not* typewritten) "Debt Collection Law Firm Services - RFP No. 17-01". All proposals must be presented with one (1) original and five (5) copies, individually numbered, and an electronic version consisting of one PDF file.
- Mandatory Pre-Proposal Meeting** A mandatory Pre-Proposal Meeting will be held in the offices of the Authority, located at 701 Market Street, Suite 5400, Philadelphia, Pa 19106 on Wednesday, March 8, 2017 at 11:00 AM.
- Note: In the event of inclement weather, please call Sue Cornell, 215.787.7206 the morning of the meeting to confirm that it has not been delayed or rescheduled.

1. Introduction:

This Request for Proposals (RFP) is being issued by the Philadelphia Parking Authority (the "Authority"). The Authority is soliciting written proposals from qualified debt collection law firms to provide debt collection services under a Contract with the Philadelphia Parking Authority.

During this procurement process the sole contact at the Authority shall be Mary Wheeler, Manager of Contract Administration, at 701 Market Street, Philadelphia, PA 19106, mwheeler@philapark.org. As a Request for Proposals (RFP), this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.

2. Procurement Questions:

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than Friday, March 10, 2017 no later than 2:00 PM. Questions concerning this RFP are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with "RFP No. 17-01 Debt Collection Law Firm Services" listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all qualified offerors. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The

Authority 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 Authority. The Authority does not consider questions to be a protest of the specifications or of the solicitation.

3. Proposal Conditions:

Sealed proposals must be received in the office of the Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by 2:00 PM on Monday, March 20, 2017. Each offeror shall submit to the Authority the information and forms required, which forms and information shall become the property of the Authority and will not be returned to offerors, unless a written request to withdraw is received prior to the opening of proposals.

4. Signatures Required:

The proposals *must* be signed in ink in all spaces where signatures are required. In cases of corporation, the signature must be that of a duly authorized officer of the corporation and officer's title must be stated. In cases of partnerships, the signature of a general partner must follow the firm name, using the term "A Member of Firm." In cases of an individual use the term "dba" (Company Name) or as sole owner.

5. Proposal Format:

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage your company in a contract must be included in your proposal. Proposals must be submitted on letter size (8 ½" x 11") paper. The point size font for text must be 10 to 12, and 6 to 8 for exhibits. All documents must contain a one-inch margin. For exhibits, 11x17 paper is acceptable. An electronic version of the Proposal Form can be provided to all prospective offerors upon request. Forms that are altered by the Offeror may be grounds for rejection of the Offerors response.

The tab requirements are as follows:

- Tab A Letter of Transmittal
- Tab B Executive Summary
- Tab C Firm Experience
- Tab D Staff Experience
- Tab E Proposal Form
- Tab F Technical Response
- Tab G Financial Statement
- Tab H Insurance Requirements
- Tab I Unacceptable Contract and Insurance Terms
- Tab J Cost Proposal

6. Executive Summary:

The vendor will include in their proposal (**Tab B**), a brief history and description of the firm submitting the proposal. Include any additional information which would serve to distinguish the firm from other firms submitting proposals. This summary may also include any alternatives proposed by the vendor.

7. Proposal Qualifications:

Proposals must present evidence satisfactory to the Authority that they are fully competent to perform the conditions of the Contract. Offerors must have the necessary certifications, training, licenses, facilities, equipment, experience and financial capacity to fulfill the conditions of the Contract and all the terms and specifications included herein.

To provide the Authority with information as to their ability to perform, offerors must submit, as **Tab C**, their firm's experience. In order to be considered qualified, firms should clearly demonstrate that they have successfully performed similar debt collection services, preferably to government entities, including in the Commonwealth of Pennsylvania. Offeror shall provide a list of three references of clients for which its firm has performed similar work as described in this RFP, within the past three years. The contact name and phone number of the client representative must be

included in the proposal. Also, firms must list their professional staff members who will be assigned to this engagement if the firm's proposal is selected, as **Tab D**. Provide details of each professional staff member's qualifications, including years and types of experience, education, accomplishments, etc. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this engagement if the firm's proposal is selected.

8. Executed Contract Required:

Notwithstanding completed review and submission of all Request for Proposal and Response documents, and regardless of any formal or informal public or private statements emanating from any official of the Authority or the Offeror, including any notice of contract award from the Authority, the Authority will not be legally bound to any contract for the provision of providing debt collection services or be subject to any other liability whatsoever on any legal theory concerning the provision providing debt collection services until a final document evidencing the complete and exclusive contract of the parties is signed by the Authority's Chairman or Executive Director and the duly authorized representative of the Offeror.

A sample of the PPA standard contract is included in the Requirements section of this solicitation. Please review the contract carefully. Any exceptions or requested changes to the contract must be clearly noted in the proposal (Tab I) in order to be considered. Any contract exceptions or changes submitted after proposals are received will not be considered. The Authority is not obligated to accept the requested changes. The Authority may accept some or all changes or may refuse.

9. Rejection or Acceptance of Proposals:

An Evaluation Committee comprised of Authority personnel will review all proposals and select the most responsible offeror(s). Upon the conclusion of their review, the most responsible offeror(s) will be selected to be awarded the contract. The Authority may conduct discussions and negotiations with responsible offerors for purposes of obtaining best and final offers. The Authority may, at its sole discretion, select more than one offeror to execute a contract. After the selection of the most responsible offeror(s) with the highest quality and best terms, the Committee will select one or more of the most advantageous responsible offerors for contract negotiation and make a recommendation to the Authority's Board for the award of a contract. In qualifying an offeror as responsible, the Authority will consider the offeror's ability to meet the requirements, terms and conditions of the RFP. Offerors will be evaluated on factors including, but not limited to, the offeror's work experience, staffing level and experience, responsiveness, quality and timeliness of past performance with the Authority as well as others, financial capability, reliability, responsibility, compliance with equal employment requirements and anti-discrimination provisions, compliance with wage, hour and other fair labor standards, and integrity of the firm and its key people.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this schedule; to accept or reject any or all proposals; to re-advertise for proposals if desired, and to accept any proposal which, in the judgment of the Authority, will be in the Authority's best interest.

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal, in the sole discretion of the Authority. In the event of default by a successful offeror, or the offerors' refusal to enter into the Contract with the Authority, the Authority hereby reserves the right to re-advertise the solicitation or to accept the proposal of the next most responsible offeror at the Authority's sole option.

At any time up to the hour and date set for opening of proposals, an offeror may withdraw its proposal. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority evidenced by written confirmation of such receipt and will preclude the submission of another proposal by such offeror. After the scheduled time for opening of proposals, no offeror will be permitted to withdraw their proposal, and each offeror hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if the Authority determines in its sole discretion that the proposal is inconsistent with the best interest of the Authority.

10. Unacceptable Proposals:

No proposal will be accepted from or selection made of any person, firm or corporation that is in arrears or in

default to the Authority upon any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the Authority, or has failed in the sole opinion of the Authority to faithfully perform any previous contract with the Authority.

11. Clarification of Instructions:

Should the prospective offeror find a discrepancy in or an omission from the Requirements or Instructions to Offerors, or should she or he be in doubt as to the meaning of any term contained therein, the offeror shall notify Mary Wheeler, Manager of Contract Administration via email at mwheeler@philapark.org. All clarification requests will be responded to via addendum to all registered offerors.

12. Restriction of Contact:

From the issue date of this RFP until the Authority's Board approves the awarding of the contract, Mary Wheeler is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Authority to reject the offending offeror's proposal. If the Authority later discovers that the offeror has engaged in any violations of this condition, the Authority may reject the offending offeror's proposal or rescind its award. Offerors must agree not to distribute any part of their proposals beyond the Authority. An offeror who shares information contained in its proposal with other Authority personnel and/or competing offeror personnel may be disqualified.

13. Notification of Offeror Selection:

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may select an offeror or multiple offerors and notify all other offerors of the selection within sixty (60) days after the date the proposals are opened. Such notice shall be in writing and mailed to the address furnished by each respective offeror in the Transmittal Letter. The selected offeror(s) shall not start the performance of any work prior to the effective date of the Contract and the Authority shall not be liable to pay the selected offeror for any service or work performed or expenses incurred before the effective date of the Contract.

14. Financial Statement (Tab G):

The Vendor must provide financial statements for the last three (3) years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the Offeror. Vendor may submit only one copy of their financial statements either with the original or in a separate envelope marked "confidential".

15. MBE/WBE/DBE/DSE Participation:

The Philadelphia Parking Authority strongly encourages the meaningful and substantial participation of Disadvantaged Minority Business Enterprises (DM-DBE), Disadvantaged Women Business Enterprises (DW-DBE) and Disadvantaged Disabled Business Enterprises (ADS-DBE) but not limited to; Design, Construction, Operations Management, etc.

The authority requires that each offeror submit as part of its proposal either a "Solicitation for Participation and Commitment Form" or a "Request for Waiver/Reduction of Participation". Please email Mary Wheeler, Manager of Contract Administration to obtain a request for waiver form at mwheeler@philapark.org. Failure to submit a "Solicitation for Participation and Commitment Form" or a "Request for Waiver/Reduction of Participation" may result in the rejection of the proposal.

While there are no Participation Ranges projected for this Proposal, offerors are prohibited from discriminating in their selection of subcontractors and are encouraged to solicit quotes from businesses, when applicable, on an equitable basis with other firms.

16. General Warranty:

Neither the final Certificate of Payment nor any provision in the Contract included within the scope of the Contract shall constitute an acceptance of work not done in accordance with the Contract or relieve the offeror of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.

The vendor must include in its Proposal, a description of all warranty provisions and preventive maintenance operations proposed for this Request for Proposal if applicable.

17. Document Disclosure:

While documents exchanged by or with the Authority or its agents during this process may be protected from public release by certain terms of Pennsylvania's Right to Know Law (65 P.S. ' ' 67.101B67.3104), Pennsylvania's Procurement Code, or other laws, all offerors in the instant process are advised to review such disclosure issues.

18. Business Licenses:

The selected offeror must apply for and obtain, prior to execution of the Final Contract document and at the Offeror's sole expense, any business license required to comply with the applicable law as related to the scope of work detailed in this RFP.

19. Evaluation of the Proposal:

An Evaluation Committee consisting of Authority staff and legal counsel to the Authority will have sole responsibility for reviewing and evaluating all proposals submitted in response to the RFP. The Evaluation Committee will assess the qualifications of the vendor, the vendor's ability fulfill the terms of the contract within the specified time line, the vendor's ability to meet the requirements, and the price proposed by the vendor.

Based on the review of the written proposals, certain offerors may be asked to demonstrate their plan of operation for this solicitation.

20. Standard Practices:

All work performed under the contract shall be subject to inspection and final approval by the Authority.

21. Statement of No Proposal:

All Prospective Offerors that do not intend to submit a proposal are asked to complete the Proposal Decline Form enclosed in the proposal documents. This document must be emailed to the attention of Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org.

22. Invoicing:

All invoices must be accompanied by the contract number and a description of services performed. The Authority will not be responsible for any invoices not delivered or mailed to:

Accounts Payable
THE PHILADELPHIA PARKING AUTHORITY
701 Market Street, Suite 5400
Philadelphia, PA 19106

23. Shipping and Delivery:

The vendor will be responsible for all shipping and delivery costs of the specified items required to support the proposal.

24. Insurance Requirements:

The successful offeror will be required to submit **(TAB H)** Insurance Coverage as outlined in the Requirements. The offeror shall submit with their proposal a sample certificate of insurance from another recent project or a letter from its insurance company indicating that they will provide the required insurances as outlined in this RFP.

**THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET – SUITE 5400
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**DEBT COLLECTION LAW FIRM SERVICES
REQUEST FOR PROPOSALS No. 17-01**

REQUIREMENTS

A) BACKGROUND AND SCOPE.

1. The purpose of this RFP is to obtain the services of the highest quality debt collection law firms available. All of the money collected pursuant to this RFP and the resulting contract constitutes public money that will be used to support core services provided by the City of Philadelphia, the Philadelphia School District and the special safety programs administered by the Pennsylvania Department of Transportation.
2. Offerors to this RFP must fully understand the laws and ordinances applicable to the Philadelphia On-Street Parking Program and the Philadelphia Automated Red Light Enforcement System (“Red Light Camera” or “RLC”). Offerors to this RFP are all law firms comprised of attorneys licensed to practice law in the Commonwealth of Pennsylvania and must have the ability to research and understand all laws and ordinances applicable to this RFP and the resulting contract, including but not limited to:
 - a) **The Philadelphia Code.** The Authority’s on-street parking enforcement and collection duties are primarily provided for in Title 12, but also appear in other Titles of the Code. The Authority’s RLC duties are primarily provided for in Chapter 3001 of Title 12 but again not exclusively.
 - b) **Pennsylvania statute.** The Authority’s on-street parking enforcement and collection powers are also identified in 75 Pa.C.S. § 6109 and other sections of Title 75, as well as the Authority’s enabling statute at 53 Pa.C.S. § 5501, *et seq.* The Authority’s RLC authorization is provided for in 75 Pa.C.S. § 3116.
3. Offerors to this RFP must provide debt collection services for both on-street parking and the RLC violations (“collection services”). A successful Offeror is hereinafter referred to as “Contractor.”

B) EXISTING AGREEMENTS.

1. The Authority has already contracted with a third party to provide certain hardware, software and support services in furtherance of its on-street parking enforcement duties. That contract includes collection services for all Philadelphia On-Street Parking Violations (“Parking Tickets”) from the date of issuance up to and including the date of the fourth year anniversary of the issuance of the Parking Ticket. The on-street parking collection services requested through this RFP relate only to Parking Tickets that have been issued and unpaid for **more than 4 years**.
2. The Authority has also already contracted with a third party to provide certain hardware, software and support services in furtherance of its RLC enforcement duties. That contract includes collection services for all Red Light Camera Violations (“RLC Tickets”) from the date of issuance up to and including the date of the 180th day anniversary of the issuance of the RLC Ticket. The RLC collection services requested through this RFP relate only to RLC Tickets that have been issued and unpaid for **more than 180 days**.
3. The contractors used by the Authority to provide the services referenced in paragraphs 1 and 2 above will be referred to generally as “support contractors”. The Authority’s contracts with support contractors are subject to change,

including change of contractor. The Authority will not expand the collection period exclusive to those support contractor services during the term of any contract resulting from this RFP.

4. The scope of the collection services subject to any contract resulting from this RFP will be automatically and continually adjusted to begin the day after the last day of the collection period reserved to the support contractor, which may be reduced during the term of this contract. Each Offeror to this RFP should anticipate a change of this nature and must be prepared to adjust collection services during the term of any collection services contract.

C) OVERVIEW OF RLC AND PARKING TICKET ASSIGNMENT PROCESS.

The debt collection services applicable to this RFP are provided below.

1. The on-street parking support contractor will forward to the Contractor (the Authority reserves the right to use multiple Contractors to be selected through this RFP) information applicable to each Parking Ticket that has not been fully paid within 4 years of issuance.
2. The RLC support contractor will forward to the Contractor (the Authority reserves the right to use multiple Contractors to be selected through this RFP) information applicable to each RLC Ticket that has not been fully paid within 180 days of issuance.
3. The information to be provided pursuant to paragraph Nos. 1 and 2 will include:
 - a) The RLC or Parking Ticket number, and the name, address and other available information related to the debtor.
 - b) The amount of the outstanding debt, delineated by the original penalty amount and any fees that may have been applied to the account.
4. The electronic information system used by the support contractor will be made available to the Contractor for purposes of tracking the debt and to advance collection activities. Access to this system may require security clearances and training or certification by the Commonwealth of Pennsylvania, at no cost to the Authority. Information provided to the Contractor is pursuant to this contract must be treated as sensitive and confidential.
5. Once a Parking Ticket is assigned, the Contractor will be obligated to make certain that the debt remain collectable pursuant to 12 Phila. Code § 2809 (5), the Contractor will cease collection activities after that period has expired.
6. Each Contractor must provide the following means of payment for all debtors:
 - a) Pay directly over the internet.
 - b) Pay by phone.
 - c) Pay through the United States Mail.
 - d) Pay in person.
7. The support contractor will send the Contractor a daily report updating the account status of each RLC or Parking Ticket assigned to that Contractor ("Daily Report"). The report will include all payments received related to assigned debts, as well as recalls. A recall occurs when a Parking or RLC Ticket is paid through a source other than the Contractor and is therefore revoked from assignment to the Contractor. See, paragraph No. 16 below.
8. The Daily Report will be provided to the Contractor through daily, weekly and monthly billing reports.
9. The array of billing, payment and update reports that will be created and used by the Contractor should be substantially similar to the reports used by the support contractor and shall be subject to the prior approval of the Authority in its sole discretion.

10. A debt Contractor may not settle and or compromise a debt assigned pursuant to any contract related to the RFP without the advanced approval of the Authority. The Authority will provide the Contractor with confidential guidelines related the payment of debts in an amount less than all of what is owed, in order to permit more rapid resolution of such debts.
11. Upon receipt of payment of any debt or portion of such debt, the Contractor will electronically transfer that payment to the Authority's designated support contractor before 9:00 a.m. the following work day. The support contractor will update its records to reflect receipt of the payment, which must be associated with a specific RLC or Parking Ticket number or numbers, as applicable. This paragraph shall apply to installment payments as provided in paragraph No. 14.
12. Upon receipt of payment of any RLC or Parking Ticket debt or portion of such debt, the Contractor will inform the Authority that day through the support contractor's electronic reporting system applicable to the debt at issue.
13. Contractor may settle debts under \$1,000 as provided below. Prior to settling a debt in excess of \$1,000, Contractor must receive written authorization. Authorization must be requested and granted by Corinne O'Connor, Deputy Executive Director, at CO'Connor@philapark.org:
- a) For tags owing less than \$500: Authority to compromise by reducing the amount due on the Ticket by no more than 25%
 - b) For tags owing \$500-\$1,000: Authority to compromise by reducing the amount due on the Ticket by no more than 33.33%
 - c) For tags owing over \$1,000: Authority to compromise by reducing the amount due on the Ticket by no more than 50%
14. A Contractor may permit payment of the assigned debt through an installment payment, pursuant to the Authority's guidelines plan with a debtor.
15. The Contractor will work cooperatively with the Authority and the support contractor to develop a "Frequently Asked Questions and Follow up Actions" worksheet and other information necessary. This standard information and guidance is subject to the approval of the Authority and is to be used by the respective customer service representatives of the Contractor and the support contractor to assure that the same accurate information is communicated to the public and any debtors.
16. The Authority will continue to pursue its own collection activities of RLC and Parking Ticket debt, even once assigned to a Contractor. The Authority employs people to find, boot and tow vehicles with outstanding RLC and Parking Ticket debts. Collection methods such as these will result in the collection of outstanding Parking and RLC Ticket debt. In the event a Parking or RLC Ticket debt is assigned to a Contractor, but then collected in whole or in part by the Authority through other means, that debt will immediately be considered recalled and no payment or reimbursement will be due to the Contractor.
17. Contractor shall maintain records supporting each assigned collection matter. All such records (correspondence, documents, accounting records and other relative documentation) shall be made available to the Authority for review upon request. These records shall be maintained by the selected firm for a minimum of seven (7) years after termination of the collection action on each collection matter.
18. Contractor shall perform all work in strict compliance with all applicable local, state and federal laws, rules and regulations applicable to debt collectors.

D) CERTAIN TECHNICAL REQUIREMENTS.

1. Contractor must be able to transmit, receive and maintain data related to this agreement through secure, encrypted methods that are compatible with systems used by the Authority and support contractors. Contractor must be capable of collecting payments through credit cards and other payment systems in a manner consistent with applicable law and regulations, including "Payment Card Industry Data Security Standards." (PCI).
2. Contractor must be able to support Secure File Transfer Protocol ("SFTP") file transfer encrypted file transfer. All data transferred from support contractors will be sent and received through a Secure File Transfer Protocol (SFTP) that is password protected. The Authority's support contractors currently use systems provided by Conduent and use Comodo and VeriSign to provide secure site certificates and encrypt data.
3. Support contractors currently use eTIMS[®] to store and sort data related to collections and several other on-street parking and RLC functions. Contractor's system will be required to communicate with and receive data from this source.
4. Contractor understands that technology used to secure and transfer data improves continually. A fundamental expectation of the Authority in entering into the agreement, without which the Authority would not have entered into this Agreement with Contractor, is that Contractor will continually remain current as to the best data security software, practices and technology for secure electronic storage and transfer of data related to this agreement. This may include the alteration of specifications based on the needs or abilities of support contractors.

Technical Response (TAB F):

Provide a response detailing how your firm will meet the requirements set forth above. Your response should specifically include the following:

1. Offeror shall provide in their technical proposal steps that will be taken once the collection matter is received by the Offeror. Include the number of contacts and procedures that will be taken (written correspondence, telephone contact, judgement, etc.).
2. Offeror shall identify any geographical or jurisdictional limitations applicable to its collection abilities.
3. Provide a detailed description of Offeror's policy and procedure on consumer complaint handling.
4. Specify whether Offeror utilizes any form of automated collection processes, and if so, set forth a detailed description of Offeror's automated collection procedures.
5. Describe the Offerors reporting capabilities and procedures. Include a sample reports.
6. Offeror is required to evidence and continually maintain payment card industry compliance (PCI) including attestation for the applicable period and conform to the latest PCI standards.
7. Offeror shall provide any additional information relating to its collection procedure and practices that is not specifically addressed in this RFP.
8. The Offeror shall identify any subcontractors that will be used during the contract period. All subcontractors are subject to approval by the Authority.
9. The Offeror shall comply with the Contractor Integrity Provisions as outlined in Exhibit A.

Cost Proposal (TAB J):

1. Provide the proposed fee for providing all of the services set forth in this RFP. The proposed fee should be a fixed percentage of all monies collected by the Offeror on behalf of the Authority. If an account or debt is reduced or cancelled by the Authority, Offeror shall provide a guarantee that no collection fee will be due to the Offeror for the amount so reduced or cancelled.
2. Offeror shall provide two proposed fees, one for RLC Tickets and one for Parking Tickets.
3. Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The Offeror must, however, provide a guarantee that no additional fees will be charged to the Authority without prior written authorization from the Authority.
4. Parking and RLC Tickets forwarded to the Offeror for collection, but actually collected by the Authority through its ongoing and concurrent collection efforts shall not be subject to the collection fee provided in this proposal. Examples of the Authority's collection efforts include booting, or towing vehicles, the aggregation of outstanding tickets in matters before the Philadelphia Bureau of Administrative Adjudication or the Traffic Division of the Philadelphia Municipal Court and registration suspend efforts, as provided in 75 Pa C.S. § 1379.

Debt Volume:

Redlight Camera – assigned after 180 days

1. Current Debt Volume – 174,811
2. Current Debt Dollars - \$29,329,380

Parking 2007 – Present – assigned after four (4) years

1. Current Debt Volume – 747,498
2. Current Debt Dollars - \$68,539,665

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS
RFP NO. 17-01 DEBT COLLECTION LAW FIRM SERVICES

Prior to commencement of the contract and until completion of your work, _____ shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII" or better, and furnish to The Philadelphia Parking Authority Certificates of Insurance evidencing same. Coverage must be written on an "occurrence" basis (exception – professional and environmental/pollution liability may be written on a "claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

1. **Workers' Compensation and Employers Liability:** in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage.

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit

2. **Commercial General Liability:** including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.

a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$1,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
(5) Fire Damage (any one fire):	\$ 50,000
(6) Medical Expense (any one person):	\$ 10,000

b) General Aggregate must apply on a Per Location Basis

c) Owner must be named as additional insured as shown in requirement #10.

3. **Automobile Liability:** (Note: if no owned vehicles, show at least hired and non owned coverage)

a) Coverage to include:

- (1) All Owned, Hired and Non-Owned Vehicles
- (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)

b) Per Accident Combined Single Limit: \$1,000,000

c) Owner must be named as additional insured as shown in requirement #10.

4. **Excess / Umbrella Liability Insurance** with a minimum acceptable limit of coverage of \$5,000,000 (or the final limit decided to be appropriate) per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, employers liability & cyber liability as required by this contract. Owner must be named as additional insured as shown in requirement #10. **If the excess liability does not cover over the cyber liability insurance, then the required minimum cyber liability insurance limit will be \$5,000,000.**

5. If professional services are involved - **Professional (E&O) Liability Insurance** with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.

6. If any work involves or includes handling, transporting, disposing or performing work or operations with hazardous substances or constituents, contaminants, waste, toxic materials, or any

potential pollutants – Environmental/Pollution Liability Insurance with minimum acceptable limits of \$3,000,000 per occurrence. Owner must be named as additional insured as shown in requirement #10. Claims-made is acceptable.

7. If any work involves web-based or cyber services – Cyber Liability Insurance, including 3rd party privacy, with minimum limits of \$1,000,000 per claim and excess limits as described in requirement #4 above. Owner must be named as additional insured as shown in requirement #10.
8. Deductibles or Self Insured Retention's: "if applicable"
None of the policies of insurance required by this agreement shall contain deductibles or self-insured retention's in excess of \$25,000. _____ is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
9. Financial Rating of Insurance Companies:
 - a) A.M. Best Rating: A- (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher
10. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS on the policies as noted above even for claims regarding their Sole Negligence. _____'s coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.
11. It is agreed that _____ insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.
12. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) _____ waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of the insurance maintained by _____ pursuant to this Contract.
 - b) _____ and its respective insurance carriers hereby waive all rights of subrogation against The Philadelphia Parking Authority and all additional insureds for loss or damage covered by any of the insurance maintained by _____ Pursuant to this contract.
 - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insured's of such policies will cause them to be endorsed.
13. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the _____.

None of the requirements contained herein as to the types, limits, or Philadelphia Parking Authority's approval of insurance coverage to be maintained by _____ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by _____ under the Contract Documents, any other agreement with _____, or otherwise provided by law.
14. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
15. The carrying of insurance shall in no way be interpreted as relieving _____ of any responsibility or liability under the contract.
16. Prior to the commencement of work or use of premises, _____ shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of

adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

In the event of a failure of _____ to furnish and maintain said insurance and to furnish satisfactory evidence thereof, The Philadelphia Parking Authority shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of _____ who agrees to furnish all necessary information thereof and to pay the cost thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.

17. Failure of _____ to obtain and maintain the required insurance shall constitute a breach of contract and _____ will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides _____ with a written waiver of the specific insurance requirement.
18. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by _____ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by _____ under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
19. _____ shall require all subcontractors (of every tier) to meet the same insurance criteria as required of _____. The subcontractor's insurance must name the PPA as additional insured. _____ shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
20. Failure of _____ to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify _____ of any breach by _____ of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of _____ to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of _____ and independent of the duty to furnish a copy or certificate of such insurance policies.
21. _____ agrees to indemnify, hold harmless and defend The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the "Indemnified Parties" individually and collectively) from and against any and all liability for loss, damage or expense for which the Indemnified Parties may be held liable by reason of injury (including death) to any person (including _____ employees/volunteers) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the activities of _____ whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, Subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to The Philadelphia Parking Authority or _____. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by _____ employees / volunteers. It is further expressly agreed _____ assumes the fullest extent of all obligations to indemnify and defend all parties whom The Philadelphia Parking Authority is obligated to indemnify and defend in The Philadelphia Parking Authority's contract with others (whether or not such obligations may extend beyond those addressed in this Agreement.)

**AGREEMENT FOR SUPPLEMENTAL DEBT
COLLECTION SERVICES BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND _____**

Contract No. K-17-00 _____

THIS AGREEMENT effective as of the ____ day of _____, 2017 by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "**Authority**") and _____ with a registered address at _____, _____, _____ ("**Contractor**").

WITNESSETH:

WHEREAS, the Authority, a public body corporate and politic organized and existing under the Act of 2001, June 19, P.L. 287, No. 22, as amended;

WHEREAS, the Authority requires supplementary debt collection services to be provided by a law firm in addition to the debt collection activities the Authority conducts itself and through existing support contractors;

WHEREAS, Contractor hereby agrees to furnish the Authority with professional debt collection services as provided in this Agreement and the exhibits attached hereto, including "Debt Collection Law Firm Services" RFP 17-01 (the "RFP");

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, intending to be legally bound, the parties hereto hereby agree as follows:

1. SCOPE OF SERVICES.

The Authority hereby engages and Contractor hereby agrees to perform the following professional debt collection services ("Services"):

A. To provide professional debt collection services for delinquent on-street parking violations, including penalties and fees ("Parking Tickets"), as well as delinquent Automated Red Light Enforcement System ("Red Light Camera Program" or "RLC") violation penalties and fees ("RLC Tickets") in an efficient manner and at all times consistent with applicable debt collection local, state and federal laws and regulation and in a manner consistent with this Agreement, the RFP, Contractor's Response dated _____ and the exhibits attached hereto.

B. To coordinate the fulfillment of this Agreement with the Authority's Deputy Executive Director, Corinne O'Connor ("O'Connor"), who may be reached by e-mail at CO'Connor@philapark.org or by phone at 215-683-9431. However, the parties agree that only the Authority's Board or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case in writing. Any change in excess of \$25,000 will require advanced approval of the Authority's Board at a public meeting.

C. The parties agree and understand that this Agreement does not create an exclusive debt collection service relationship and that the Authority will independently and simultaneously pursue collection of debts, even once assigned pursuant to this Agreement. The parties agree and understand that the Authority contracts

with other third parties to conduct debt collection services; however, such third parties will not be simultaneously assigned a collection account while it is assigned to Contractor.

D. The Authority can withdraw any collection account assigned pursuant to this Agreement at any time. In the event a collection account is withdrawn without any collection having been made on the account, no payment will be due Contractor.

2. TERM.

The Term of this Agreement shall commence on the date first written above and shall expire automatically and without notice after 3 years.

3. CONSIDERATION AND PAYMENT.

A. For the performance of Services described herein, the Authority shall pay the Contractor in accordance with Section ___ of its _____ (date) Response, a copy of which is attached hereto as Exhibit "B". Contractor agrees to accept such amounts resulting from the successful collection of outstanding debts as the sole and full compensation for such Services. The Authority's obligation to pay for such Services is contingent upon the Authority's finding that the Contractor has performed in a competent and professional manner satisfactory to the Authority and that the collection was not caused by the Authority's own collection efforts (e.g. booting, impoundment, etc.) as identified in the Overview of Collection Program; RFP 17-01 attached hereto as Exhibit "C".

B. The Contractor shall invoice the Authority monthly for payment for Services as provided in this Agreement in a form acceptable to the Authority. Contractor shall provide such documentation and evidence of collection related activities to the Authority upon request. All invoices shall be forwarded to O'Connor at the Authority's address provided above.

C. At no time will Contractor be reimbursed for any administrative or overhead costs incurred by Contractor in fulfilling the terms of this agreement, including, but not limited to, any time, fees or expenses associated with Contractor's travel, fuel, lodging, food, or photocopying in connection with Contractor's Services.

4. NO SOLICITATION/CONFLICTS OF INTEREST.

A. Contractor does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Contractor.

B. To the best of Contractor's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Contractor. If such transaction comes to the knowledge of the Contractor at any time, a full and complete disclosure of such information shall be made to the Authority.

C. Contractor hereby acknowledges receipt and acceptance of the Authority's Contractor Integrity Provisions attached hereto as Exhibit "A".

5. INABILITY OF CONTRACTOR TO PERFORM.

The inability of Contractor to perform or provide the Services under this Agreement, for any reason, shall automatically terminate this Agreement, whereupon all liabilities or obligations for payment hereunder shall terminate as of the date of such termination.

6. TERMINATION FOR CONVENIENCE OF AUTHORITY.

The Authority and Contractor agree that this Agreement may be terminated by the Authority with or without cause upon five (5) days' notice in writing by the Authority to Contractor. If the Agreement is terminated by the Authority, as provided herein, Contractor will be paid any compensation outstanding for the Services satisfactorily performed pursuant to Section 3 herein for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Contractor shall become the property of the Authority and shall be forthwith delivered to the Authority. The payments to be made to Contractor hereunder are the Contractor's sole remedy and right with respect to termination under this paragraph.

7. GENERAL TERMS AND CONDITIONS.

A. Right to Know Law Provisions.

1. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Agreement.

2. If the Authority requires the assistance of the Contractor as to any request or other issue related to the RTKL in regard to this Agreement ("Requested Information"), it will notify the Contractor using the contact information provided in this Agreement. Upon written notification from the Authority that it requires the Contractor's assistance in responding to such a request under the RTKL the Contractor must:

- i. Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Contractor's possession arising out of this Agreement that the Authority reasonably believes is Requested Information and may be a public record under the RTKL; and
- ii. Provide such other assistance as the Authority may reasonably request, in order to comply with the RTKL with respect to this Agreement.

3. If the Contractor considers the Requested Information to be exempt from production under the RTKL, the Contractor must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL and identifying the specific provision of the RTKL that renders some or all of the Requested Information exempt from disclosure.

4. The Authority will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Authority determines that the Requested Information is clearly not protected from disclosures under the RTKL. In the event the Authority determine that the Requested Information is clearly not exempt from disclosure, the Contractor must provide the Requested Information to the Authority within 5 days of receipt of written notification of the Authority's determination.

5. The Authority will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

6. If the Contractor fails to provide the Requested Information as provided in paragraph No. 4. (“Contractor’s Refusal”) the party requesting the information may have the right to challenge that failure to disclose before the Pennsylvania Office of Open Records (“OOR”) and potentially the courts. Contractor hereby understands and agrees that the Authority will not argue in favor of the Contractor’s non-disclosure of the Requested Information and will inform the tribunal that it directed Contractor to produce such information.

7. In the event of administrative or legal proceedings, or both, related to Contractor’s Refusal, the following will apply:

i. Contractor will defend the Authority, at its sole cost, before an agency or court as to any matter or claim related to Contractor’s Refusal. Contractor will provide that defense through independent legal counsel agreed to in advance by the Authority, in its sole discretion.

ii. Contractor further agrees that it will indemnify and hold the Authority harmless for any damages, penalties, costs, detriment or harm that the Authority may incur as a result of the Contractor’s failure to releases Requested Information, including any statutory damages or order to pay any party’s attorney’s fees.

8. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth’s disclosure of Requested Information pursuant to the RTKL.

9. The Contractor’s duties relating to the RTKL are continuing duties that survive the expiration or termination of this Agreement and shall continue as long as the Contractor has Requested Information in its possession.

B. Force Majeure.

Neither contracting party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition and governmental action) that was beyond the party’s reasonable control.

C. No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

D. Maintenance of Records.

Regardless of the impact of the Right-to-Know Law, Contractor shall maintain all data, records, memoranda, statements of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the Authority’s benefit for a minimum of seven (7) years following the termination or expiration of this Agreement. Such information must be maintained in a secure and professionally reasonable manner. Thereafter, Contractor shall contact the Authority before disposing of any such materials and the Authority may direct that some or all of such materials be delivered to the Authority.

E. Assignment.

This Agreement may not be transferred or assigned by Contractor without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority, any transfer or assignment made without the prior written consent of the Authority shall be void.

F. Non-Discrimination.

Contractor agrees to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by federal, state and local laws.

G. Notices.

Any legal notice or demand given by one party to the other under this Agreement shall be in writing and served by nationally recognized overnight courier service or sent by United States certified or registered mail return receipt requested, postage prepaid, or by overnight express delivery service or by courier service, against written receipt or signed proof of delivery addressed to the other party at the address set forth below, unless a party shall have provided written notice to the other identifying a new address for notice:

The Authority:

The Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106
Attn: Dennis G Weldon, Jr.
General Counsel

Contractor:

Attn: _____

All notices shall be deemed given on the day after the notice was given to the courier or Postal service.

H. Press Releases

Contractor shall obtain the prior written approval of the Authority concerning the content and timing of news releases, articles, brochures, advertisements, speeches and other information releases concerning the work performed or to be performed hereunder by Contractor, its sub-Contractors or employees or Contractors of either. Contractor agrees to give the Authority reasonable advance time for review of any material submitted to the Authority approval.

I. Captions.

The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof.

J. General Indemnity.

Contractor, for itself, its successors, assigns, agents, and sub-Contractors hereby agrees to indemnify, hold harmless and defend the Philadelphia Parking Authority, the City of Philadelphia, and the Commonwealth of Pennsylvania and their agents, employees, representatives, attorneys, officers and directors (the Indemnified Parties) from and against any and all liability for losses, (including those related to business interruption), damage (including special, consequential and incidental) liabilities, claims, demands, causes of action or

expense (including attorney's fees and expenses) for which the Indemnified Parties may be held liable by reason of injury (including death or workers compensation) to any person (including Contractor's employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties (including, but not limited to, work performed under this contract, work performed under Change Order, or any such other work performed for or on behalf of the Indemnified Parties), whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to the Indemnified Parties or Contractor. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by Contractor's employees. It is further expressly agreed that Contractor assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Parties are obligated to indemnify and defend in the Indemnified Parties contract with others (whether or not such obligations may extend to items beyond those addressed in this Agreement). This obligation to indemnify, defend and hold harmless shall survive termination of this Agreement.

K. Conflicting Provisions.

This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer or agent of any party, that is not contained in this Agreement, shall be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

L. Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer, or agent or any party, that is contained in this Agreement, shall be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

M. Exhibits.

All Exhibits to this agreement are hereby incorporated by reference into, and made a party of, this Agreement.

N. Interpretation

The contracting parties acknowledge and agree that (i) each party reviewed and negotiated the terms and provisions of this Agreement and has contributed to it; and (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of the Agreement, regardless of which party was generally responsible for the preparation of this Agreement.

O. Order of Precedence.

In the event of an inconsistency between provisions of this Agreement, it shall be resolved by giving precedence in the following order: (1) the main body of this Agreement (not including Exhibits); (2) the RFP (Exhibit "B"), (3) the Contractor's Proposal (Exhibit "C") and (4) all other exhibits. It is Contractor's responsibility to study this Agreement and to report at once in writing to the Authority any errors, inconsistencies, discrepancies, omissions or conflicts discovered between any provisions of the Agreement. Any work performed by the Contractor prior to receiving a written response from the Authority with respect to

any alleged error, inconsistency, discrepancy, omission or conflict shall be at the Contractor's own risk and expense.

P. Specific Proposals.

It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Contractor may bring to the Authority's attention during the term of this Agreement. The Authority may direct that Contractor suspend or modify any of its Services related to this Agreement at any time.

Q. Independent Contractor.

Contractor agrees that it, as well its employees, are independent contractors as to any Services provided and this Agreement is not intended to create any form of employment relationship.

R. Applicable Law and Venue.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas and waiving any claim or defense that such forum is not convenient or proper. Contractor agrees that the Philadelphia Court of Common Pleas shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

S. Taxes.

1. Contractor hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Contractor also certifies that its Philadelphia Activity License No. is: [REDACTED]. Contractor further certifies that its Federal Tax ID. No. is: [REDACTED].

2. As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Contractor agrees that the fees, prices or rates stated in this Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Contractor is liable. In the event Contractor's performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes shall be the sole obligation of Contractor, and Contractor shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Contractor's performance under this Agreement.

T. Ownership of Authority Materials.

As between the parties, the Authority shall own and retain all right, title and interest in and to all Authority data, records, policies, procedures, files, any and all Authority Provided Resources, and all written summaries, findings and reports, and proposed policies and procedures produced by Contractor pursuant to this Agreement.

U. Insurance.

Contractor agrees to provide the Authority the appropriate certificates of insurance in accordance with the Insurance Requirements of the RFP.

V. Waiver.

No term or provision hereof shall be deemed waived by the parties unless such waiver or consent shall be in writing signed by both parties. No breach shall be excused unless it is in writing signed by the non-breaching party.

W. Separation Clause.

If any provision of this Agreement, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and the application of such provision(s) to other persons or circumstances shall remain valid and enforceable.

IN WITNESS WHEREOF, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. 6, the parties have set their hands and seals on the date first above written.

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

Clarena Tolson
Executive Director

APPROVED AS TO FORM

By: _____
Office of General Counsel

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

NAME OF PRIME OFFEROR

**THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET – SUITE 5400
PHILADELPHIA, PA 19106**

**DEBT COLLECTION LAW FIRM SERVICES
REQUEST FOR PROPOSALS No. 17-01**

PROPOSAL FORM

1. The undersigned, having familiarized ___self/selves with the proposal documents to provide debt collection services, including the Notice of opportunity, Instructions, Proposal Form, Affidavit of Non-Collusion, Requirements, and Addenda if any (hereinafter collectively referred to as the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, Pa 19106, hereby proposes to provide debt collection services.
2. In submitting this proposal, it is understood that the Authority reserves the right to withdraw and cancel this invitation prior to opening of proposals or to reject any and all proposals after proposals are opened if this is in the best interest of the Authority and in the Authority's sole judgment. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form.
3. Attached hereto is an affidavit of proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposal for the contract for which this proposal is submitted.
4. Offeror acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

5. **Contract Period:** Commencing with the Effective Date of the Contract the term of this Agreement shall terminate automatically after 3 years, unless terminated earlier by the Authority.

NAME OF PRIME OFFEROR

6. Requirement Statement: The undersigned vendor agrees to provide debt collection services as specified in the Requirements and any Addenda if issued.

Signature

Name
(Please Print)

Title

Date

NAME OF PRIME OFFEROR

7. Offeror Signatures:

If offer is by an individual or partnership, form must be dated and signed here:

Signature of Owner of Partner

Typed or Printed Name

Title

Date

Business Name of Bidder

Street Address

City/State/ ZIP Code

Telephone Number

If proposal is by a corporation, form must include the date and be signed here by (a) President or Vice President, and (b) Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer, and (c) a corporate seal must be affixed. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.

Signature

Typed or Printed Name

Title

Business Name of Bidder

Street Address

City/State/ZIP Code

Telephone Number

Date

Signature

Typed or Printed Name

Title

SEAL:

NAME OF PRIME OFFEROR

8. Affidavit of Non-Collusion:

STATE OF

COUNTY OF

_____, being first duly sworn, deposes and says:

.....That the bidder is a

.....
(Partner or officer of the firm of, etc.)

The party making this proposal, that such proposal is genuine and not collusive or a sham; that such Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any Offeror or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant or of any other Offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Offeror, or to secure any advantage against the Philadelphia Parking Authority, or any person interested in the proposed contract; and that all statements in said proposal or bid are accurate, true and not misleading.

Signature of Offeror, if Offeror is an individual

Signature of Officer, if Offeror is a corporation

Subscribed and sworn to
Before me this _____
Day of _____ 2017.
My commission expires on
_____, 20____

NAME OF PRIME OFFEROR

9. Offeror's Qualifications:

- a. Type of business: Individually owned
Check one Partnership
Corporation
Other

- b. Number of employees: Under 25
Check one Under 50
Under 100
Over 100

c. If you have had previous contracts with the Authority, list date and product or service provided:

- i.
- ii.
- iii.
- iv.
- iii.
-

NAME OF PRIME OFFEROR

INTENTIONALLY

LEFT BLANK

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (BIDS)
DISADVANTAGED BLACK (B-DBE), DISABLED (DS-DBE), MINORITY (M-DBE), AND WOMEN (W-DBE) OWNED BUSINESSES

THE PHILADELPHIA PARKING AUTHORITY
 MINORITY AND DISADVANTAGED BUSINESS PARTICIPATION PROGRAM

Proposal Number 17-01

Name of Offeror

No. of Copies Submitted

Page __ of

See Instructions: Complete one or more forms for each type of disadvantaged business participation required: check one: B-DBE DS-DBE M-DBE W-DBE

For the type of disadvantaged business checked, list below all the certified firms that were solicited whether or not a commitment was made. *Photocopy this form as necessary.*

Disadvantaged Business Information	Type of Work or Materials	Date Solicited		Commitment Made		Give reason(s) if no commitment made or no quote received:
		Phone	Mail	Yes (Date)	No	
Company Name						
Address						
Contact Name		Quote Received		Amt Committed to		
Telephone No. Fax No.		Yes	No	\$	%	
MBEC Certification No.				percentage of total bid		
Disadvantaged Business Information	Type of Work or Materials	Date Solicited		Commitment Made		Give reason(s) if no commitment made or no quote received:
Company Name		Phone	Mail	Yes (Date)	No	
Address						
Contact Name Telephone No.		Quote Received		Amt Committed to		
MBEC Certification No.		Yes	No	\$	%	
				percentage of total bid		
Disadvantaged Business Information	Type of Work or Materials	Date Solicited		Commitment Made		Give reason(s) if no commitment made or no quote received:
Company Name		Phone	Mail	Yes (Date)	No	
Address						
Contact Name Telephone No.		Quote Received		Amt Committed to		
MBEC Certification No.		Yes	No	\$	%	
				percentage of total bid		



Proposal Decline Form: RFP No. 17-01 – Debt Collection Law Firm Services

If you did not submit an offer to the Authority for this solicitation, please return this form immediately.

The undersigned vendor declines to submit an offer for this project.

Name: _____

- Requirements too "tight" (explain below)
- Unable to meet time period for responding to this RFP
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet Requirements
- Unable to meet Bond/Insurance Requirements
- Requirements unclear (explain below)
- Unable to meet Insurance Requirements
- Unable to meet Contract Requirements (explain below)
- Other (specify below)

Comments:

Upon completion of this form, please email the form to Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org.

EXHIBIT A

EXHIBIT "A"
CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

a. Confidential Information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Authority.

b. Consent means written permission signed by a duly authorized officer or employee of the Authority, provided that where the material facts have been disclosed, in writing, by prequalification, bid proposal, or contractual terms, the Authority shall be deemed to have consented by virtue of execution of this Contract.

c. Contractor means the individual or entity that has entered into this Contract with the Authority, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

d. Financial Interest means:

1) Ownership of more than a 5% interest in any business; or

2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Authority.

3. The Contractor shall not disclose to others any confidential information gained by virtue of this Contract.

4. The Contractor shall not, in connection with this or any other agreement with the Authority, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Authority.

5. The Contractor shall not, in connection with this or any other Contract with the Authority, directly or indirectly, offer give or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Authority.

6. Except with the consent of the Authority, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Contract except as provided therein.

7. Except with the consent of the Authority, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material on this project.

8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Authority in writing.

9. The Contractor, by execution of this Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.

10. For violation of any of the above provisions, the Authority may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Authority. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Authority may have under law, statute, regulation, or otherwise.