

# REQUEST FOR PROPOSALS FOR

## Supplemental Debt Collection Services 2019 RFP No. 19-06

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# PART I

## GENERAL INFORMATION TO OFFERORS

### SUMMARY

**When:** Proposals must be submitted no later than 2:00 PM, Tuesday, July 9, 2019.

**Where:** Philadelphia Parking Authority  
Attention: Mary Wheeler, Manager Contract Administration  
701 Market Street, Suite 5400  
Philadelphia, PA 19106

**How:** Proposals must be delivered in a sealed package via mail, 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 **handwritten** (*not* typewritten) "RFP No. 19-06 Supplemental Debt Collection Services 2019". All proposals must be presented with one (1) original and seven (7) 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, 701 Market Street, Suite 5400, Philadelphia, PA 19106 on Thursday, June 13, 2019 at 11:00 AM. Offerors must be in attendance at this meeting or participate via telephone call to be considered eligible to participate in this solicitation.

Conference Call Number: 215-383-1625                      Passcode: 139494

### I-1. Introduction.

This Request for Proposals ("RFP") is being issued by the Philadelphia Parking Authority, ("Authority"), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, as amended, known as the "Parking Authority Law". The Authority is seeking written proposals from qualified debt collectors to provide debt collection services under a Contract with the Philadelphia Parking Authority. As a Request for Proposals, this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.

### I-2. Background.

The mission of the Philadelphia Parking Authority is to contribute to the economic vitality of Philadelphia and the surrounding region by effectively managing and providing convenient parking on the street, at the airport, and in garages and lots; effectively operating a system of red-light camera enforcement; regulating taxicabs, limousines and transportation network companies; and other transportation-related activities.

A number of customer-focused actions flow from the PPA mission:

- Improving cooperation and planning with PPA stakeholders, including state and local transportation partners,
- Implementing cutting-edge technology to improve the customer experience and enhance overall management and agency efficiency,

- Emphasizing employee training on industry best practices,
- Maximizing transparency in hiring and procurement,
- Implementing on-street parking management policies that address neighborhood needs throughout the City,
- Encouraging reasonably priced off-street parking through rate setting policies at seven PPA Center City facilities,
- Maintaining and improving neighborhood parking lots to address both residential and commercial demand,
- Providing leadership in partnering with private and public hospitality and tourism entities to enhance the visitor experience,
- Applying the latest technology for a superior customer experience at the parking facilities at Philadelphia International Airport in support of this important regional economic engine,
- Encouraging safe, clean, reliable taxicab, limousine and transportation network company service through sound regulations and consistent enforcement,
- Improving vehicle and pedestrian safety at targeted intersections through automated red light enforcement,
- Applying latest technology and continuing staff development to provide the highest quality public service with maximum efficiency.

### **I-3. Procurement Questions.**

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than 2:00 PM, Wednesday, June 26, 2019. Questions concerning this RFP are to be submitted via email to Mary Wheeler at [mwheeler@philapark.org](mailto:mwheeler@philapark.org) with “RFP No. 19-06 Supplemental Debt Collection Services 2019” 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 work statement or of the solicitation.

### **I-4. Clarification of Instructions.**

Should the prospective Offeror find a discrepancy in or an omission from the Work Statement or General Information, 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](mailto:mwheeler@philapark.org) prior to the question deadline. All questions and clarification requests will be responded to via written addendum that will be emailed to all prospective Offerors. Addenda will also be posted to the Authority’s website, [www.philapark.org](http://www.philapark.org).

### **I-5. Restrictions of Contract.**

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.

### **I-6. Proposal Conditions.**

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Mary Wheeler, 701 Market Street, Suite 5400, Philadelphia, PA 19106, no later than 2:00 PM, Tuesday, July 9, 2019. Each eligible Offeror must submit to the Authority the information and forms required, which forms and information will 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.

#### **I-7. Small and Small Diverse Business Requirements.**

The Authority is continually looking for opportunities available for growth and advancement among small and small diverse businesses through contracts to provide products, services or construction to the Authority. Offerors shall identify their status as a small or small diverse business by completing the Small and Small Diverse Business Participation Submittal Form included in the Proposal Form along with a copy of their Small Business Procurement Initiative certificate issued from the Pennsylvania Department of General Services. Offerors may self-certify at:

<http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>,

<http://www.dgs.pa.gov/Businesses/Small%20Diverse%20Business%20Program/Small-Diverse-Business-Verification/Pages/default.aspx>.

#### **I-8. Signatures Required.**

The proposals *must* be signed 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.

#### **I-9. Instructions for Affidavit of Non-Collusion.**

1. The Non-Collusion Affidavit is material to any contract awarded through a public solicitation.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the offeror who makes the final decision on terms and prices identified in the proposal.
3. Bid rigging or collusion and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit below should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the offeror with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the request for proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

#### **I-10. Insurance Requirements.**

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offeror's must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract. **Insurance requirements will not be negotiated after the proposal due date.**

#### **I-11. Executed Contract Required.**

By submitting a proposal in response to this RFP the Offeror agrees that the Authority will not be bound to any contract, performance or payment obligation until the Authority's Board votes to award a contract to the successful Offeror and the Authority's Executive Director signs the written contract.

**I-12. Contract Negotiation.**

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab I)** in order to be considered.

**I-13. Business Licenses.**

The proposal should include the Offeror's Philadelphia Commercial Activity License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number. If the Offeror does not currently have a Philadelphia Commercial Activity License, it must obtain one no later than five business days after being notified of selection. If the Offeror does not believe that it needs a Philadelphia Activity License, an explanation with references to statute and/or the Philadelphia Code should be included with the proposal.

**I-14. Rejection or Acceptance of Proposals.**

An Evaluation Committee comprised of Authority employees will review all proposals. Discussions and negotiations may be conducted with responsible Offerors for the purpose of clarification and of obtaining best and final offers. Responsible offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

The responsible Offerors or multiple Offerors whose proposal is ranked the highest, taking into consideration price and all criteria for selection, will be selected for contract negotiation. In the event the negotiations reveal that the proposal selected for negotiation is not the most advantageous or the Offeror selected for negotiation defaults or withdraws from negotiation, the Evaluation Committee may select the next highest ranking proposal, taking into consideration price and all evaluation factors, for contract negotiation. The Authority may cancel the RFP and reject all proposals at any time prior to award by the Board.

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. 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.

**I-15. 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.

**I-16. Subcontracting.**

The selected Offeror will not assign or in any way transfer any interest in this agreement without prior written consent of the Authority, nor shall the Offeror subcontract any services without prior written approval of the Authority.

**I-17. 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. Costs incurred by the Offeror in the preparation of the proposal or during any review or negotiations shall be born exclusively by the Offeror.

**I-18. Standard Practices.**

All work performed under the contract shall be subject to inspection and final approval by the Authority, through the Executive Director or his designee.

**I-19. 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. §§67.101–67.3104), Pennsylvania's Procurement Code, or other laws, many documents may not be protected. All Offerors are advised to seek counsel or otherwise educate themselves regarding open records requirements in Pennsylvania.

**I-20. 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](mailto:mwheeler@philapark.org). Specific comments and observations are encouraged.

**I-21. Shipping and Delivery.**

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

## PART II

### INFORMATION REQUIRED FROM OFFERORS

#### **II-1. Proposal Format.**

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage the Offeror 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 - Transmittal Letter
- Tab B - Qualifications and Experience
- Tab C - Staff Experience
- Tab D - Key Personnel
- Tab E- References
- Tab F - Proposal Form
- Tab G - Insurance Requirements
- Tab H - Financial Statements
- Tab I - Proposed Amendments to Sample Contract

**Physical tabs should extend beyond the 8 ½" x 11" paper.**

#### **II-2. Transmittal Letter (Tab A).**

Briefly summarize the Offeror's qualifications and past experience relevant to the Project scope. Include any additional information which would serve to distinguish the firm/agency from other debt collectors submitting proposals.

A principal or officer authorized to execute contracts or other similar documents must sign the letter. Name, mailing address, phone, email and website address should be included. The Authority will contact this person to address any clarifications needed after proposals are received.

#### **II-3. Qualifications and Experience (TAB B).**

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.

In order to be considered qualified, the Offeror should clearly demonstrate that they have successfully performed similar debt collection services, preferably to government entities, including in the Commonwealth of Pennsylvania.

#### **II-4. Staff Experience (TAB C).**

List professional staff members who will be assigned to this engagement if their proposal is selected. 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 vendor's proposal is selected. Do not include staff that will not work under this contract.

**II-5. Proposal Form (TAB D).**

The Proposal Form contained within this RFP must be submitted in its entirety (with the exception of the Proposal Decline Form).

**II-6. References (TAB E).**

Offeror shall provide a list of three references of clients for which its firm/agency 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.

**II-7. Technical Response (TAB F).**

Provide a response detailing how your firm will meet the requirements set forth in the Work Statement. 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 shall provide any additional information relating to its collection procedure and practices that is not specifically addressed in this RFP.
7. The Offeror shall identify any subcontractors that will be used during the contract period. All subcontractors are subject to approval by the Authority.
8. The Offeror shall comply with the Contractor Integrity Provisions as outlined in Exhibit A.
9. Describe your collection procedures along with payment options offered to debtors. Response should include but not be limited to the following:
  - a. Pay directly over the internet.
  - b. Pay by phone.
  - c. Pay through the United States Mail.
  - d. Pay in person.
  - e. Installment plans
10. Evidence of PennDot Certification
11. Evidence of internet based web portal that allows the Authority constant access to all of the records and information created or maintained by the Contractor related to any collection account assigned by the Authority, if one does not currently exist please describe how this requirement will be met.

**II-8. Insurance Requirements (Tab G).**

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offeror's must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract.

**II-9. Financial Statements (Tab H).**

Offeror must provide complete financial statements for the last three years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the Offeror. Complete financial statements must



include, at a minimum, a balance sheet, income statement, reconciliation of equity and a cash flow statement. Offeror may only submit one copy of their financial statements either with the original proposal or in a separate envelope marked "confidential".

**II-10. Proposed Amendments to Sample Contract (Tab I).**

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract as Appendix B. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal** in order to be considered.

## PART III

### CRITERIA FOR SELECTION

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal shall be (a) submitted by a firm who was represented at the mandatory pre-proposal meeting; (b) timely received from an Offeror; and (c) properly signed by the Offeror.

**III-2. Technical Nonconforming Proposals.** The three (3) Mandatory Responsiveness Requirements set forth in Section III-1 above are the only RFP requirements that the Authority will consider to be non-waivable. The Authority reserves the right, in its sole discretion, to waive any other technical or immaterial nonconformities in the proposal, allow the Offeror to cure the nonconformity, or consider the nonconformity in the evaluation of the proposal.

**III-3. Proposal Evaluation.** Proposals will be reviewed, evaluated and scored by an Evaluation Committee consisting of Authority employees. The Authority will select the highest ranking Offeror whose proposal is determined to be most advantageous to the Authority as determined by the criteria listed below.

During the evaluation process, the Authority may require an Offeror to answer questions with regard to the proposal and/or require certain Offerors to make formal presentation to the Evaluation Committee.

**III-4. Evaluation Criteria.** The Authority determined that it is was not advantageous for it to use a bidding process in order to secure the services outlined in the Work Statement because it wished to consider criteria other than price in the award process, in particular, the Offeror's qualifications and experience.

Proposals will be evaluated consistent with the requirements of this RFP and determine the most responsive Offerors as follows:

- a. **Responsiveness of the proposal to the submission requirements set forth in the RFP. Weight: 5%**
- b. **Qualifications and Experience.** Offeror is fully competent to perform the conditions of the Contract and has the necessary certifications, training, licenses, facilities, equipment, experience and financial capacity to fulfill the conditions of the Contract. **Weight: 20%**
- c. **Staff Experience** **Weight: 20%**
- d. **Technical Response.** **Weight: 25%**
- e. **Proposed fees and costs.** The Authority is not bound to select the firm who proposes the lowest fees. The Authority reserves the right to obtain best and final offers at its sole discretion. **Weight: 25%**
- f. **Small and Small Diverse Business participation.** **Weight: 5%**

# PART IV

## WORK STATEMENT

### IV-1. Objectives

#### 1. General.

The purpose of this RFP is to obtain the services of the highest quality supplemental debt collection service providers 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.

Offerors to this RFP must fully understand the laws and ordinances applicable to the Philadelphia On-Street Parking Program, the Philadelphia Automated Red Light Enforcement System (“Red Light Camera” or “RLC”) and the Philadelphia Speed Enforcement System. Offerors to this RFP should all have in-house counsel on staff or retained outside legal counsel comprised of attorneys licensed to practice law in the Commonwealth of Pennsylvania with the ability to research and understand all federal, state and local laws and ordinance applicable to this RFP and the resulting contract, including but not limited to:

**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.

**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 and Speed Enforcement is Title 75 § 3370 and House Bill #1187.

Offerors to this RFP must provide debt collection services for on-street parking violations, RLC violations and speed enforcement violations. A successful Offeror is hereinafter referred to as “Contractor.” On-Street parking violations, RLC violations and speed violations will be collectively referred to as “Violations”.

#### 2. Specific.

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 one 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 1 year**.

The Authority has 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 180<sup>th</sup> day after 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**.

The Authority is under contract with a third party to provide certain hardware, software and support services in furtherance of its speed enforcement duties. The contract includes collection services for all Speed Enforcement violations (“Speed Tickets”) from the date of issuance up to and including the 180<sup>th</sup> day after the

issuance of the Speed Ticket. The Speed Ticket collection services requested through this RFP relate only to Speed Tickets that have been issued and unpaid for more than 180 days.

The Contractors used by the Authority to provide the services referenced in above paragraphs 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.

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.**

## **2.1 Overview of Violation 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 1 year 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 Speed Enforcement 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 Speed Ticket that has not been fully paid within 180 days of issuance.
4. The information to be provided pursuant to paragraph Nos. 1, 2 and 3 will include:
  - a. The Violation number, debtor 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.
5. 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 will require security clearances and training or certification by the Commonwealth of Pennsylvania. Offerors must show evidence of PennDot Certification with their proposal. Information provided to the Contractor is pursuant to this contract must be treated as sensitive and confidential.
6. Once a Parking Ticket is assigned, the Contractor will be obligated to make certain that the debt remains collectable pursuant to 12 Phila. Code § 2809 (5), the Contractor will cease collection activities after that period has expired.
7. The Support Contractor will send the Contractor a daily report updating the account status of each Violation 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 violation is paid through a source other than the Contractor and is therefore revoked from assignment to the Contractor. See, paragraph No. 15 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 to 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 must electronically transfer that payment to an account designated by the Authority within 24 hours and send the file associated with the collected debt shall be electronically transferred to the Authority's Support Contractor by 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 Violation number or numbers, as applicable. This paragraph shall apply to installment payments as provided in paragraph No. 13.
12. Upon receipt of payment of any Violation 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. A Contractor may permit payment of the assigned debt through an installment payment, pursuant to the Authority's guidelines.
14. The Contractor will work cooperatively with the Authority and the Support Contractor to develop a "Frequently Asked Questions and Follow up Actions" worksheet. 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.
15. **The Authority will continue to pursue its own collection activities of Violation debt, even once assigned to a Contractor.** The Authority employs people to find, boot and tow vehicles with outstanding Violation debts. Collection methods such as these will result in the collection of outstanding Parking Ticket debt. In the event a Parking 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.
16. The Contractor will be responsible for all costs associated with the collection of debt including but not limited to credit card processing fees.
17. Contractor must evidence an internet based web portal that allows the Authority constant access to all of the records and information created or maintained by the Contractor related to any collection account assigned by the Authority, if one does not currently exist please describe how this requirement will be met.

## 2.2 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 through a Contractor owned web payment site capable of receiving credit card payments for the collection of debt ("Site"). Contractor's Site shall maintain PCI compliance and adhere to all applicable law and regulations. The Authority must approve any fees the Contractor will be assessing to citizens in regards to payment collection, i.e. transaction fee, ACH fee etc.

2. Offeror must provide a current and valid PCI-DSS Level 1 Service Provider AOC (Attestation of Compliance). If, for some reason Offeror does not think PCI Compliance applies to their services please describe in detail why you are exempt. Where applicable, Vendor must provide an ASV Scan Report Attestation of Scan Compliance (AOSC) for all systems required to meet 11.2.2. Where applicable, provide written verification that the services being provided to the Authority fall within the scope of the services covered by the AOC, AOSC and AOV. In instances where payment processing systems are fully outsourced by the Offeror, please provide a description of third party risk assessments and PCI-Compliance requirements.
3. It is required for Offeror to provide an SSAE 18 (SOC 1) statement of controls report. To ensure financial integrity of all vendors processing transactions on behalf of the Philadelphia Parking Authority, we require a Service Organization Control or SOC 1 type 2 report that will attest to the organizations internal controls over a period of time. We require this examination on the vendor's controls over a selection of the 5 Trust Services Criteria: Security, Processing Integrity, Availability, Confidentiality and Privacy. The SOC 1 Type 2 should be accompanied by a SSAE 18, or Statement on Standards of Attestation Engagements number 18 which requires your vendor to outline their vendor's functions being provided by the subservice organization and the assumed controls that have been put in place.
4. Contractor must be able to support encrypted file transfers. All data transferred from Support Contractors will be sent and received through an encrypted file transfer 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. After August 1, 2019 the Authority's Support Contractor will be Duncan Solutions. Contractor will work with Duncan to establish a secure, encrypted, and password protected data transfer process.
5. Effective August 1, 2019, Support Contractor's will be using AutoPROCESS to store and sort data related to collections and several other Violation functions. Contractor's system will be required to communicate with and receive data from this source.
6. 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.

### **2.3 Debt Volume**

1. **Redlight Camera – assigned after 180 days**  
 Current Debt Volume – 284,844  
 Current Debt Dollars - \$47,597,042
2. **Parking 2009 – Present – after one (1) year**  
 Current Debt Volume – 1,550,256  
 Current Debt Dollars - \$160,088,764
3. **Speed – assigned after 180 days**  
 No data is available

## PART V

### CONTRACT TERMS AND CONDITIONS

**V-1. Sample Contract.** A sample contract is attached to this solicitation as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab I)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a part of the response. Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

The Authority's Contractor Integrity Provisions are attached to the proposed form of contract as Exhibit "A". Those Provisions apply to every Authority contractor and any party seeking to contract with the Authority. By submitting a proposal to this public procurement process the potential contractor agrees to comply with the Contractor Integrity Provisions.

The term of the contract shall commence on the date the contract is executed and shall terminate automatically without notice after one (1) year unless terminated earlier by the Authority. The Authority, at its sole discretion, shall have the right to terminate this Agreement upon thirty (30) days written notice to Company.

Appendix A  
Proposal Form



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

**SUPPLEMENTAL DEBT COLLECTION 2019  
REQUEST FOR PROPOSALS No. 19-06**

**PROPOSAL FORM**

1. The undersigned, having familiarized \_\_\_self/selves with the proposal documents to provide debt collection services, including the notice of opportunity, Work Statement, Proposal Form, Affidavit of Non-Collusion, 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.
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 sixty (60) 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. **Term of Contract:** The Term of this Agreement shall commence on the date the contract is executed and shall terminate automatically without notice after one (1) year unless terminated earlier by the Authority. The Authority, at its sole discretion, shall have the right to terminate this Agreement upon thirty (30) days written notice to Company. The term of the contract may be extended by and at the sole option of the Authority for up to four (4) additional one (1) year terms.

**6. Cost Proposal:**

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.

Fee for a successful collection by the Contractor that does not involve litigation	%
Fee for a successful collection by the Contractor resulting from litigation initiated and prosecuted by the Contractor	%

**Additional Cost Information**

1. No additional costs or fees are covered.
2. 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.

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

---

Signature

---

Name  
(Please Print)

---

Title

---

Date

**8. Offeror Signatures:**

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

_____ Signature of Owner of Partner	_____ Business Name of Offeror
_____ Typed or Printed Name	_____ Street Address
_____ Title	_____ City/State/ ZIP Code
_____ Date	_____ 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, Assistant Treasurer, or Officer 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	_____ Signature
_____ Typed or Printed Name	_____ Typed or Printed Name
_____ Title	_____ Title
_____ Business Name of Offeror	
_____ Street Address	_____ SEAL:
_____ City/State/ZIP Code	
_____ Telephone Number	_____ Date

**9.**

**9. Affidavit of Non-Collusion:**

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

RFP No. \_\_\_\_\_

I state that I am \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of my organization) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal and I have placed my signature below.

I state that:

(1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Offeror or potential Offeror.

(2) Neither the price(s) nor the amount of this proposal, and neither the terms nor the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential offeror, and they will not be disclosed before proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal in response to this RFP, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my organization is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid. I have read, understand and will abide by the Authority's Contractor Integrity Provisions.

(5) \_\_\_\_\_ (my organization's name) its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ (my organization's name) understands and acknowledges that the above representations are material and important and will be relied on by The Philadelphia Parking Authority when awarding the contract for which this proposal is submitted. I understand and my organization understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The Philadelphia Parking Authority of the true facts relating to the submission of bids / proposals for this contract.

\_\_\_\_\_  
Signature

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_ DAY  
OF 20\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**10. 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. ....

**d. Philadelphia Business Activities License Number:** \_\_\_\_\_

**e. Federal EIN Number:** \_\_\_\_\_

# Philadelphia Parking Authority

## SMALL AND SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

RFP Name and Number: \_\_\_\_\_

Offeror: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

### OFFEROR INFORMATION:

Does the Offeror hold a Small Business Procurement Initiative certificate issued by the Pennsylvania Department of General Services?  Yes  No (MUST check one)

If yes, please identify each category that applies to your business:

1. \_\_\_\_\_.
2. \_\_\_\_\_.
3. \_\_\_\_\_.
4. \_\_\_\_\_.
5. \_\_\_\_\_.

The Offeror will need to attach a copy of their SBPI certificate. Offeror will be required to maintain their status as a certified Small and Diverse Business throughout the entire term of the contract.



**Proposal Decline Form:** RFP No. 19-06 Supplemental Debt Collection Services

If you do not intend to 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: \_\_\_\_\_

- Work Statement 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 Work Statement requirements
- Work Statement 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](mailto:mwheeler@philapark.org).



Appendix B  
Sample Contract

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

---

Contract No. K-19-0024

**THIS AGREEMENT** effective as of the \_\_\_\_ day of June, 2019 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 firm specializing in such, in addition to the debt collection activities the Authority conducts itself and through existing support contractors;

**WHEREAS**, in order to secure the supplemental debt collection services of highly qualified contractors to act on its behalf, the Authority issued a Request for Proposals “Supplemental Debt Collection Services 2019” No. 19-06 (hereinafter “RFP”) on \_\_\_\_\_ and attached hereto as Exhibit “A” and incorporated into this Contract as if set forth fully herein;

**WHEREAS**, the Contractor submitted an offer in response to the RFP, dated \_\_\_\_\_, 2019 (the “Response”), which is attached hereto as Exhibit “B” and incorporated into this Contract as if fully set forth herein; and

**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”) violations, penalties and fees (“RLC Tickets”) and delinquent Speed Enforcement violations, penalties and fees (“Speed Tickets”) in an efficient manner and at all times consistent with applicable local, state

and federal debt collection laws and regulations and in a manner consistent with this Agreement, the RFP, Contractor's Response 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 [COConnor@philapark.org](mailto:COConnor@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. Contractor acknowledges that it is required to communicate with the Authority's support contractor to track, pursue and report on its debt collection activities in accordance with the Overview of Violation Assignment Process identified in Section 2.1 of the RFP, attached hereto as Exhibit A.

E. 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.

F. Any debt collected by the Contractor on behalf of the Authority shall be deposited into an account designated by the Authority within 24 hours of being collected. The file associated with the collected debt shall be electronically transferred to the Authority's support contractor by 9:00 am the day following its collection.

G. The Authority will have constant access to all of the records and information created or maintained by Contractor related to any collection account assigned by the Authority through an internet based web portal. The parties agree and understand that the purposes of this access is to permit the Authority to continually monitor the handling of all of its assigned debt accounts in real time and that the information made available to the Authority must be sufficient for this purpose, in the Authority's sole discretion. Information accessible by the Authority will include the form, content and frequency of debt collection notices, amounts collected and other collection activity conducted by Contractor. All notes or reports created by Contractor related to each assigned account must also be made available through the web portal. Contractor will make this fully functional web portal available to the Authority within ninety (90) days of this Agreement's execution.

H. Contractor shall have the ability to support encrypted files transfers that are password protected and shall work with the Authority's support contractor to establish a secure and encrypted data transfer process. Contractor hereby agrees that it is required to seamlessly

communicate, exchange and store data using AutoProcess, the system currently utilized by the Authority and its support contractors. However, Contractor acknowledges that due to technological advancements in electronic security, the data transfer system may change. The failure or inability of company to utilize the data transfer system currently in place with the Authority or its support contractors shall constitute a breach of this Agreement and shall be grounds for termination of this Contract by the Authority.

I. Contractor shall maintain a web payment site capable of receiving credit card payments for the collection of debt (“Site”). Contractor’s Site shall maintain PCI compliance and adhere to all applicable state and federal laws and regulations.

J. Contractor shall at all times comply with the technical requirements contained in Section 2.2 of the RFP, attached hereto as Exhibit A. Failure to comply with any requirement shall constitute a breach of this Contract and shall be grounds for termination of this Contract by the Authority.

## **2. TERM.**

The Term of this Agreement shall commence on the date first written above and shall expire automatically and without notice after one year. This Agreement may be renewed, in the Authority’s sole discretion, for four (4) one year terms.

## **3. CONSIDERATION AND PAYMENT.**

A. For the performance of Services described herein, the Authority shall pay the Contractor \_\_\_% of the amount of each debt collected by Contractor (“Payment”). The Payment shall include all fees associated with the collection of debt, including but not limited to, credit card processing fees. Contractor must receive prior approval from the Authority before assessing any fee associated with the collection of the debt to a consumer, including but not limited to, a transactional fee, incidental fee or an ach fee.

B. In the event Contractor initiates litigation against a debtor, with the advanced approval of the Authority, Contractor shall be paid \_\_\_% of the amount of each debt collected as a result of that litigation. 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 Violation Assignment Process outlined in Section 2.1 of the RFP, attached hereto as Exhibit A.

C. 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 "C".

**5. INABILITY OF CONTRACTOR TO PERFORM.**

The inability of Contractor to perform or provide the Services under this Contract, 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 release 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 Authority'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:**

**Contractor:**

The Philadelphia Parking Authority  
701 Market Street, Suite 5400

\_\_\_\_\_  
\_\_\_\_\_

Philadelphia, PA 19106  
Attn: Dennis G Weldon, Jr.  
General Counsel

\_\_\_\_\_  
\_\_\_\_\_

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 Contract.

#### **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 part of this Contract.

#### **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: \_\_\_\_\_. Contractor further certifies that its Federal

Tax ID. No. is: \_\_\_\_\_.

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: \_\_\_\_\_

By: \_\_\_\_\_

—

Print Name: \_\_\_\_\_

Scott Petri  
Executive Director

Print Title: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
Office of General Counsel

**Contractor**

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

# Appendix C

## Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY  
INSURANCE REQUIREMENTS  
RFP NO. 19-06 SUPPLEMENTAL DEBT COLLECTION  
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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): \$ 5,000
  - b) General Aggregate must apply on a Per Location Basis (as applicable)
  
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
  
4. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$5,000,000 per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #9.
  
5. Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.
  
6. Cyber Liability Insurance, including 3<sup>rd</sup> party privacy, with minimum limits of \$5,000,000 per claim. Owner must be named as additional insured as shown in requirement #9.

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7. 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.
8. 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
9. 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.
10. 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.
11. 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.
12. 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 \_\_\_\_\_.
- 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.
13. 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.
14. The carrying of insurance shall in no way be interpreted as relieving \_\_\_\_\_ of any responsibility or liability under the contract.
15. 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

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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.

16. 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.
  
17. \_\_\_\_\_ 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 subcontractor's certificate of insurance on file and provide such information to the PPA for review upon request.
  
18. 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.