



City of Easton Parking Ticket Debt Request for Proposals

September 8, 2016

Contact: Luis Campos, City Administrator

City of Easton, Pennsylvania

rfpparking@easton-pa.gov

123 South Third Street

Easton, Pennsylvania 18042

CITY OF EASTON
REQUEST FOR PROPOSAL

The City of Easton is seeking sealed proposals for outside qualified bidder's to purchase approx. \$750,000.00 of outstanding/uncollected parking ticket debt. Specifications may be obtained at by emailing: rfpparking@easton-pa.gov. Proposals must be received at Easton City Hall located at 123 S. 3rd St. Easton Pa. 18042, Attn: "CITY ADMINISTRATOR" no later than 4:00 p.m. Friday September 30th, 2016. Proposals must be sealed and clearly marked "PARKING TICKET DEBT CONTRACT".

NOTE: In this document the term "bidder" is used to describe a qualified firm making a proposal for the RFP.

CITY OF EASTON

GENERAL INSTRUCTIONS

1. Qualified bidders intending to submit a proposal are asked to notify the City of their intent to bid by 4:00 PM Friday September 23, 2016.
2. Questions and general inquiries can be directed via email to rfpparking@easton-pa.gov attn.: CITY ADMINISTRATOR.
3. Bidder's must be prepared to present suitable evidence of similar work satisfactorily completed or in progress.
4. No verbal instruction or verbal information will be binding on the city. The written specifications will be considered clear and complete unless attention is called to any apparent discrepancies or incompleteness before the opening of bids. Any clarification needed by a submitter regarding specifications must be in writing. Should any alterations to the specifications be deemed necessary by the City of Easton, these alterations will be made in the form of a written addendum which will be mailed to all submitters.
5. Proposals will be considered conclusive evidence of the submitter's complete examination and understanding of the specifications.
6. Each proposal must be enclosed in a sealed envelope, clearly marked on the outside "PARKING TICKET DEBT CONTRACT", and delivered to the City of Easton, 123 S. 3rd St. Easton Pa., 18042, Attn: CITY ADMINISTRATOR, no later than 4:00 p.m., September 30th, 2016. No proposal shall be considered if submitted after the aforementioned date and time.
7. No proposal may be withdrawn later than 4:00 p.m. on the due date. No modifications, clarifications or explanations of any submitted proposal will be allowed after the deadline.
8. The City of Easton reserves the right to reject any proposal or parts thereof that are deemed not to be in the best interest of the city.
9. The contract is subject to the approval of City Council and is effective only upon their approval.
10. All bidders are bound by the deadline and location requirements of this RFP as previously stated in the Announcement.
11. All proposals shall remain effective subject to City review and approval for a period of one hundred twenty (120) days from the deadline for submitting proposals.

12. If only one proposal is received by the City, the City may initiate negotiations with the firm submitting the proposal or seek additional proposals on an informal or formal basis during the one hundred twenty (120) day period that proposals must remain effective.

AWARD OF CONTRACT

13. The award will be made (usually within 30 days) to that responsive and responsible successful bidder whose proposal, conforming to specifications, will be most advantageous to the city. Price and other factors will be considered such as experience in the market with both acquisitions of debt and collection services.

EXTRAS

14. No extras or additional work will be allowed or paid for unless such extras or additional work are/is ordered, in writing, by the City Administrator and with the price for such established and agreed upon before such extras are delivered or work is performed. The city shall incur no expenses prior to the signing of said papers.

ADDITIONS OR DELETIONS

15. The city shall have the right, without invalidating the contract, to make additions or deletions from the items of work covered by the specifications. In case such additions or deletions are made, an equitable price adjustment shall be made between the city and the Successful Bidder. Any such adjustments in price shall be made in writing.

INDEMNITY BY SUCCESSFUL BIDDER

16. The Successful Bidder agrees to indemnify and hold harmless the City of Easton, its representatives, employees and agents, from all claims, demands, actions, suits and liabilities arising from the Successful Bidder's own fault or negligence or fault of the collection services and procedures offered by the Successful Bidder. This obligation shall extend to and include all litigation costs and reasonable attorney's fees incurred by the city in response to such claims, demands, actions or liabilities, provided it is ultimately determined that such claims result from the Successful Bidder fault or negligence.

BRAND NAME(S) (NO SUBSTITUTES)

17. Bidders will note that where specifications indicate a specific brand name, that specification is used to indicate a minimum standard of quality that will be accepted. This specification shall mean that products of equal or higher quality may be substituted, subject to the approval of the City of Easton as the sole judge of "equal or higher" status, unless specifically noted the "no substitutes" may be made.

PAYMENTS

18. Upon the awarding of the contract, payment shall be made to the City of Easton within thirty (30) days from the date of the award. Payment shall be made in full in the form of bank or certified check, no installment payments.

EXEMPTION FROM FEDERAL EXCISE AND PENNSYLVANIA SALES TAX

19. The City of Easton is exempt from Federal excise taxes and Pennsylvania sales tax as a political subdivision of the Commonwealth of Pennsylvania. Net prices as shown in the proposal shall exclude Federal and State taxes.

WORKERS COMPENSATION

20. The Municipal codes require all Bidders involving the employment of labor include provisions for the workers compensation. All contractors must produce proof that they accept the provisions of the workers compensation Act and have insured their liability under the act.

SPECIFICATIONS

The successful bidder shall meet the following conditions:

1. Must provide at least 5 references of like contracts, preferably having experience with municipal governments.
2. Must be bonded in the minimum amount of \$1.5 million and have proof of current and sufficient liability insurance.
3. Must acquire all unpaid parking ticket debt for 2013 (approx. \$90,861), 2014 (approx. \$348,889.50) and 2015 (approx. \$309,444) that remains outstanding at time of the award of the contract and at the agreed upon sale price.
4. Must assume all costs and fees associated with collection of data and personal information required to collect on said debt, including attorney's fees and any and all costs of appeals.
5. All awards of contracts for the collection of debt to the successful bidder are considered final and shall have no further recourse to the City of Easton thereafter.
6. Must provide the amount of payment to the City of Easton to purchase the debt in the event the bidder is awarded the contract.
7. Must provide the City of Easton with a list of any and all memberships in any accredited organizations or professional associations or business bureaus of which it is a member and/or a certified organization.