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**REQUEST FOR PROPOSALS
DELINQUENT REAL ESTATE TAX COLLECTIONS**

**CITY OF PHILADELPHIA
LAW DEPARTMENT**

Table of Contents

	<u>Page</u>
SECTION I – PROJECT OVERVIEW	2
A. Background	2
B. Outside Collections – Deliverables	2
SECTION II – PROPOSAL REQUIREMENTS.....	4
A. Content.....	4
B. Proposal Format.....	5
C. Proposal Submission.....	9
D. Proposal Preparation Costs	9
E. Exceptions to the RFP	10
F. Disclaimer	10
G. Publicity	10
H. Respondents Restricted	11
SECTION III – PROPOSAL EVALUATION AND SELECTION.....	11
A. City’s Reservation of Rights – Proposals.....	11
B. City’s Reservation of Rights – Evaluation Process.....	11
C. City’s Reservation of Rights – Contract Negotiations.....	12
D. Evaluation Process and Criteria.....	12
E. Respondent Selection and Contract	13
F. Confidentiality / Public Disclosure.....	13
SECTION IV – RFP ADMINISTRATIVE PROCESS	14
A. RFP Schedule	14
B. Questions from Potential Respondents	14
C. Respondent Certification.....	14
SECTION V – CONTRACT REQUIREMENTS.....	15
A. Contract Preparation Fee.....	15
B. Proposal Binding.....	15
C. Participation Ranges for Minority, Women and Disabled Business Enterprises	15
D. Performance Bond	15
E. Insurance Provisions.....	15
SECTION VI – EXHIBITS	16

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**CITY OF PHILADELPHIA
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SECTION I – PROJECT OVERVIEW

A. Background

The City of Philadelphia (the “City”), through this request for proposals (“RFP”), is soliciting written proposals from qualified entities (“Respondents”) to collect Delinquent Real Estate Tax Receivables (the “Receivables”) on behalf of the City and the School District of Philadelphia (the “School District”).

The City imposes real estate taxes for itself and the School District. Interest and penalty accrue according to law. In addition, under the Municipal Claims and Tax Liens Law and the Philadelphia Code, the City may impose reasonable attorney’s fees for counsel working under a contingent fee and certain other charges such as lien charges. The City currently imposes attorneys’ fees of up to eighteen percent (18%) of outstanding principal, interest, and penalty.

Historically, the City’s Law Department has collected delinquent Receivables in-house, without the use of an outside vendor. The Law Department generally sues delinquent taxpayers *in personam*, and later seeks *in rem* court orders to have some of the delinquent properties sold at sheriff’s sale. In June of 1997, the City and School District sold most of their delinquent tax liens to Philadelphia Authority for Industrial Development. This transaction resulted in a favorable price, but collateral issues lingered for many years and the City does not intend to repeat the tax lien sale.

In fiscal year 2005, the Law Department retained a law firm, Linebarger Goggan Blair & Sampson LLP, to collect most Receivables on properties that had been delinquent at least three (3) years. The premise of that contract, as well as the contract contemplated herein, is increased collections at no cost to the City, due to the ability to impose and collect attorneys’ fees from delinquent real estate taxpayers. The Linebarger firm pursued dunning but not tax sheriff’s sales until the Law Department authorized it to do so in September 2007. The City now seeks a replacement contract for the Linebarger contract. The City intends for the contract to be for one year commencing October 1, 2008. The City will have the right to renew the contract for at least three additional one-year terms, through September 30, 2012. The City will consider proposals from law firms, from joint ventures including law firms, and from other types of business entities. The City expects law firms to have an advantage because applicable law permits the City to impose a contingent fee on the taxpayer only for legal work.

The terms and purpose of the contract are described in greater detail below.

B. Outside Collections – Deliverables

The entity that enters into a contract with the City as a result of this RFP (the “Successful Respondent” or the “Provider”) will be required to utilize information provided by the City regarding a pool of delinquent real estate taxes in order to identify and locate the owner(s) of real property located in the City on which taxes have been levied and are delinquent and then to utilize the best practices to collect payment of the delinquent taxes in compliance with all

Federal, state and local laws regulating debt collection practices and methods and, in particular, relevant provisions of the Pennsylvania Municipal Claims and Tax Liens Act and the Philadelphia Code and Home Rule Charter.

The pool of delinquent real estate taxes that the vendor will have the right to collect will generally be comprised of delinquencies that are two or more years old and will typically not include exempt property or delinquencies that the City is retaining for its own collection. In furtherance of this purpose, the Successful Respondent must enter into a contract with the City requiring the following:

- In consultation with the City, Provider will analyze available data and make projections and set goals.
- Provider will work to recover Receivables forwarded for collection through a series of collection letters, telephone calls and other procedures as agreed by the City.
- Provider will provide skip tracing or equal and approved method with documentation providing number of resources and credit bureaus;
- As appropriate, Provider will contact debtors by certified mail, first class mail, telephone, or fax. A collector shall not contact a debtor before 7 a.m. or after 9 p.m. local time. Provider will maintain an automated record of phone calls and log of all correspondence with debtors.
- Provider will maintain a toll free number for customer service and include the number on all correspondence to debtors.
- Provider shall not use any false statement during the collection process.
- When authorized by the Law Department, Provider will research, file, and prosecute petitions to sell certain properties at sheriff's sale to enforce payment of Receivables.
- Provider will accept payment in person, by mail, by telephone, or by internet using checks, money orders, credit or debit cards, automated clearing house, or electronic funds transfer, but not cash.
- Provider will pay for a City lockbox or secure operation for processing all payments.
- Provider will bear the initial cost and ultimate risk of all expenses relating to collection, including insufficient funds charges. The City will generally grant Provider the right to pursue separate collection of such matters to the extent permitted under applicable law.
- The City will impose and lien attorney's fees in the amount of six percent (6%) of outstanding principal, interest, and penalty. Provider may propose additional contingent attorney's fees, to be paid to Provider directly by the taxpayer, which additional fees will vary based on the type of property, the age of the oldest delinquency, or both. Under Section 19-3101(1)(b) of The Philadelphia Code, under no circumstances may the total contingent attorney's fees charged to a taxpayer exceed eighteen percent (18%).
- The City expects Provider to receive lesser payment where a taxpayer makes direct payment to the City, and little or no payment where a title company or similar third-party payor makes payment except and to the extent Provider has demonstrably caused

payment, as determined by the City based on evidence submitted by the Provider. Respondents may propose what they believe to be appropriate direct-payment provisions.

- Provider will bear all expenses, but may bill taxpayers for such expenses to the extent permitted under applicable law and may collect them for its own account once delinquent taxes have been satisfied.
- Provider will not collect on accounts in bankruptcy, which will be referred back to the City.
- Provider will comply with the City's objective to maintain a professional and constructive environment of communication while pursuing the collection of unpaid real estate taxes, including but not limited to the City's policy considerations.
- Provider will maintain good standing with all federal, state and local regulatory agencies.
- Provider will maintain good standing with the ACA International (The Association of Credit and Collection Professionals).
- Provider will follow the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, and all other applicable law.
- Provider will hire and fully train staff in the collection procedures of the City prior to Provider's collection of the relevant delinquent accounts.
- Provider will make appropriate bilingual (English and Spanish speaking) personnel available for delinquent taxpayer assistance during all hours of operation.
- Provider must submit regular reports to the City. The reports and format standards will be approved by the City and be delivered to the City's authorized representative. Reports shall include but not be limited to the following:
 - Daily Transmittal reports;
 - Summary reports; and
 - Account analysis reports and statements; number of accounts collected, pending accounts, returned uncollected accounts, dollar amount collected.
- The City must have access to Provider's database for real time viewing of collection status. Provider must advance all of collection proceeds to the City and be compensated by the City solely on a contingent-fee basis, though the City may permit Provider to collect certain expense reimbursements directly from the taxpayer.

Respondents are also invited to propose performance-based payment for deliverables.

SECTION II – PROPOSAL REQUIREMENTS

A. Content

Proposals must be clear and concise and address, at a minimum, the following information:

1. Describe the process you would anticipate following for collection of delinquent taxes. Identify who would undertake the collection.

2. State the contingent attorney's fee you would expect to receive for each type of property and each age of delinquency.

3. State the percentage of your normal contingent fee you would expect to receive for "direct payments" (made directly to the City Law Department or Revenue Department) by the taxpayer, and for "third-party payments" made by title companies or others in closings; and state how you would expect to demonstrate entitlement to such fees.

4. Describe how you would propose to permit the City to address:

- The City's occasional need to acquire a particular parcel for economic development purposes.
- The City's desire to address individual taxpayer hardship issues.

5. Discuss your firm's qualifications to collect the Receivables. Include information pertinent to an evaluation by the City that your firm has the requisite financial resources and knowledge of, and experience related to, real estate tax liens or receivables, as well as other relevant experience in the public or private sector.

6. Describe the ownership structure of the firm and its corporate history and provide an organizational chart including all affiliated companies. Explain what each does, how they interrelate with regard to any part or phase of this Contract, and identify which ones will be involved. Identify the principals of the firm and affiliates involved in this Contract.

7. Identify by name, title, and experience those persons of your firm who will be responsible for various aspects of the Contract.

8. Identify all subcontractors you propose to use in connection with the Contract. Explain what each does, how they interrelate with regard to any part or phase of this Contract, and identify which ones will be involved. Identify the principals and key personnel of each subcontractor involved in this Contract.

9. Identify by percentage and/or dollar amount the involvement of small and disadvantaged businesses in the Contract and various portions thereof, including but not limited to minority-, women-, and disabled-owned business enterprises certified by the City's Minority Business Enterprise Council. See also Section V.C and Exhibit C.

B. Proposal Format

In order to ensure that information essential for the evaluation of proposals is submitted and to expedite such evaluation, Respondents must organize their proposals in the sequence specified below. Failure to adhere to this format or to address all required items may, at the City's sole discretion, disqualify a Respondent from further consideration. Respondents are encouraged to include any additional information that is *directly* relevant to their proposal.

1. General Instructions. Proposals must be neatly typed double-sided on 8.5" x 11" paper, with all sections clearly identified and all pages numbered appropriately. Proposals must contain a table of contents listing all sections, exhibits, attachments, figures, and tables and their corresponding page numbers. Proposals will not be accepted by fax or computer disk.

2. Transmittal Letter. A proposal must be accompanied by a transmittal letter signed by a person with the authority to bind the Respondent to all of the terms of this RFP and the proposal. The letter must include the firm's name and address; name, title, and telephone

number of a contact person; and a statement that the proposal is being submitted in response to this solicitation.

3. Proposal Sequence. Proposals should be organized in the following sequence:

Volume I: Qualifications

A. Executive Summary. An Executive Summary of no more than two pages must be included describing the major factors or features of the Proposal, including any conclusions, assumptions, and generalized recommendations the Respondent desires to make.

B. Proposal Bond. Respondents must submit a Proposal Bond on the City's Bond form, attached hereto as Exhibit D, in the amount of 10 percent of the proposal. If Respondents choose to provide alternate price proposals, the proposal bond required by the City must be sufficient to cover 10 percent of the highest price proposal submitted. The City will permit the bond to be worded "10 percent of the highest proposal, up to a limit of \$XX," as long as the upper limit stated on the bond is at least 10 percent of the highest price submission. The bond must be issued by a bond company duly authorized and licensed to do business in the Commonwealth of Pennsylvania. Proposal security may be retained by the City and forfeited by the Respondent as damages to the City if the Proposal is accepted and a contract is awarded thereon, but the Respondent fails to execute a contract in conformance with the City's requirements, or fails to furnish the required performance bond(s) and insurance in accordance with this RFP and the contract. The City reserves the right to pursue any other rights or remedies it might have against the Respondent, at law or in equity, including, but not limited to, the right to hold the Respondent liable for the actual loss or damage sustained by the City as a result of the Respondent's failure to execute a contract or furnish the required performance bonds and insurance. The proposal bond may be canceled or withdrawn by the Respondent after 180 days if no contract has been awarded to the Respondent in that time. Failure to submit a proposal bond as required herein may, in the City's sole discretion, result in disqualification of the Respondent and rejection of the Proposal

C. Proposal Processing Fee. In addition to the Proposal Security bond, the Proposal must be accompanied by a check or money order payable to the City of Philadelphia in the amount of \$600. This proposal processing fee is not refundable. Failure to submit the processing fee may, in the City's sole discretion, result in disqualification of the Respondent and rejection of the Proposal without evaluation.

D. MBEC Participation. Respondents must provide the required MBEC participation information as referenced in Section V.C and Exhibit C.

E. Company Profile. Proposals must include the following information on the responding firm:

1. Firm name, firm headquarters address, and address of the office responding to this RFP, if different, and the applicable telephone and facsimile numbers and e-mail addresses.

2. Type of entity, year established, and the country and state under whose laws the firm was organized.

3. Type of ownership and parent company, if applicable.
4. Number of employees.
5. Gross earnings and net profits or losses for each of the previous three years.
6. All contracts the firm has had with the City or its related agencies in the last five years.
7. Any instances during the last five years of contractual default on the part of the firm or any instances in which the firm's contractual relationship was cancelled or not renewed because of poor performance.

F. Organizational Structure and Capacity. Proposals must include a description of the firm's organizational and governance structures, its data-reporting capabilities, and its capacity to ensure staff continuity throughout the project phases included in the proposal.

G. Statement of Experience. Proposals must provide a description of the firm's experience that demonstrates, in the sole judgment of the City, its technical expertise and ability to fulfill the requirements of this RFP, particularly with respect to the Scope of Work and the size and complexity of the government of the City of Philadelphia.

H. References. Respondents must provide a list of all contracts with any government jurisdiction or large institution or corporate entity within the last three years, with the name and address and a brief description of the contracting organization, the nature of the services performed, the duration of the engagement, and the name and telephone number of a person that the City may contact with respect to such contract and Respondent's proposal.

I. Pending Claims and Proceedings. Respondents must describe any pending or ongoing administrative or judicial proceedings material to its business or finances, including, but not limited to, litigation, consent orders, or agreements with any state or federal regulatory agency, and any claims, whether past, current, or pending, that involve work similar to that work sought by this RFP, whether or not related to tax collection. This information must include the name of the case or proceeding, the nature of such claim or proceeding, the current status, the final disposition (if any), and the identification of the parties involved.

J. Financial Requirements. Respondents must attach to their proposals, as marked exhibits, the following financial information:

1. Statement of the firm's financial condition, including profit and loss statements for its last three fiscal years.
2. A description of the firm's accounting and audit procedures and the name(s) of any independent accounting firms that have audited its finances for its last three fiscal years.
3. Bankruptcy actions involving the firm and the final disposition or status of such actions in the last seven years.
4. Names and addresses of surety companies that have issued performance bonds to the firm in the last three years, the amount and term of each bond, and whether any of such performance bonds were called due to unsuccessful completion of a contract.

5. Copy of most recent financial statement and most recent audited or reviewed financial statement

Volume 2: Work Plan

A. Project Understanding. The Respondent must describe in detail all technical, administrative, regulatory and other factors pertinent to furnishing consulting services as detailed in the RFP. Respondents should describe their overall approach to the tax collection services.

B. Project Plan. Proposals must describe in detail the approach and methodology that will be used to accomplish the required work, including a high-level project schedule that identifies all major tasks to be performed, their duration, and anticipated start and completion dates.

C. Project Management. The Respondent must describe how the project will be managed, how oversight of the assigned team will be provided, and the responsibilities and authority of each project staff member. Resumes of key project staff, including those with oversight responsibilities, must be included as an exhibit. The proposal should also include any assumptions made about the extent of City staff involvement.

D. Project Deliverables. The proposal must include a list of project deliverables upon which compensation will be based, in accordance with the “Outside Collections – Deliverables” section of this RFP. Information should define each deliverable, its relative importance to the project, and the estimated schedule for delivery.

Volume 3: Financial Proposal

A. Project Cost Summary. The proposal must contain an introductory page to this volume that provides a clear summary of project costs: total project cost and total cost for each project phase included.

B. Fees for Project Deliverables. Compensation for this project will be fixed-price pursuant to the City’s acceptance of deliverables. The Respondent must, therefore, provide a proposed fee schedule for project deliverables, including any variations based on type of property, age of delinquency, direct payments, and third-party payments.

C. Cost Assumptions. The proposal must provide information on the assumptions used to develop project costs, including a list of all project staff, their hourly rates, and the anticipated number of project hours and any other related expenses.

D. Other Expenses. The proposal should detail any other anticipated costs for which the Respondent is proposing be reimbursed based on actual, documented expenditures rather than be included in the fixed-price arrangement.

4. The City reserves the right to make its determination as to the responsiveness and responsibility of each Respondent solely on the basis of the information contained in Volume I. The decision of the City in its determination of responsiveness and responsibility will be final.

C. Proposal Submission

1. eContractPhilly Mandatory Online Application Process

Respondents must apply online in order to be eligible for award of a posted non-competitively bid contract opportunity; proposals or any other response to a Notice of Contracting Opportunity will not be considered unless an application has been filed, within the prescribed time period, through eContract Philly for the posted opportunity. All applications must be submitted electronically through the eContract Philly online application process at www.phila.gov/contracts, choose eContract Philly.

Applicants and contractors are required to disclose their campaign contributions, any consultants used and contributions the consultants have made, prospective subcontractors, and whether they have received any requests or advice from City employees on satisfying participation goals for minority, women, disables, or disadvantaged business enterprises. This information, as well as a proposal or any other response document required, is part of the online application. For more information, please consult the reference materials found on the website, e-mail econtractphilly@phila.gov, or call 215-686-4914.

Respondents who have failed to file complete applications through the eContract Philly online application process prior to the closing date and time will not be considered for a City contract resulting from this RFP (the "Contract"). EContract Philly encourages applicants to start and complete their online applications as early as possible. Please be aware that internet connection speed depends on a variety of factors including: configuration of the computer, configuration of the business or home network, the condition of the wiring at the location, network or internet congestion (available bandwidth). Please prepare and plan accordingly to ensure a timely submission. Respondents can begin uploading (or attaching) application materials at any time. It is especially prudent to start uploading attachments earlier if there are more than five attachments or attachments of more than 5 MB. Until Respondent signs and submits an application, materials are not accessible to any staff with the City of Philadelphia. Once Respondent has signed and submitted its application, the application is accessible only to appropriate contract staff within the City of Philadelphia.

2. **Hard Copies.** Respondents must submit 15 double-sided copies of their proposals and of the transmittal letters, addressed to Daniel W. Cantú-Hertzler, Chair, Corporate and Tax Group, City of Philadelphia Law Department, One Parkway, 17th Floor, Philadelphia PA 19102-1595.

3. **Questions Regarding This RFP.** For questions regarding the eContract Philly system and/or questions regarding required disclosures, call 215-686-4914 and/or email econtractphilly@phila.gov at any time. Other questions regarding this RFP are to be submitted by fax or email only no later than **4:00 PM EDT on August 1, 2008**, as more particularly described in Section IV.B below. Questions submitted by Respondents, and any additional information that the City provides in response to such questions, will be posted on the eContract Philly website with the original contract opportunity details.

D. Proposal Preparation Costs

The Respondent shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this

RFP. The Respondent to this RFP agrees that it will have no claim of any nature whatsoever against the City for any costs or liability incurred.

E. Exceptions to the RFP

Proposals must satisfy all requirements set forth in this RFP. If a Respondent intends to preserve an exception to either the terms of this RFP or the form of City Professional Services Contract (Exhibits A and B), Respondent must so state clearly and conspicuously in its Proposal under a separate heading captioned "Exceptions" and must identify each provision to which it takes exception, with appropriate reference(s) by section number, and propose preferred language. By submission of a proposal that does not so identify exceptions, Respondent accepts all such terms and conditions and waives the right to later raise an exception.

The City recognizes that some Respondents may use terminology or employ techniques that differ from those described in the RFP. Any such deviations from or exceptions to the terms and requirements of the RFP must be clearly identified and fully described, including a full description of the scope of the deviation or exception, its impact on all affected items of the services, and a detailed description of the functional and cost advantages and disadvantages to the City. The City reserves the right to determine, in its sole discretion, whether any such deviation(s) or exception(s) make the Proposal unresponsive or otherwise unacceptable. Any Proposal that does not adhere strictly to these conditions may, at the sole discretion of the City, be rejected as not responsive to the RFP.

F. Disclaimer

This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. This RFP is not binding on the City. No other party, including any Respondent to this RFP or future Respondent to any RFP that may be issued by the City, is intended to be granted any rights hereunder. Proposals and other materials submitted in response to this RFP, whether written or verbal and including, without limitation, ideas of Proposers elicited in response to the RFP, shall become the sole and absolute property of the City upon submission or communication, and the City shall have title thereto and unrestricted use thereof. The City shall have the right to disclose the Proposals, materials, and any ideas to any person or entity including, employees of the City, its consultants and contractors, and authorized agents, as required to carry out this RFP procurement. Any such Proposal, materials, and ideas may be publicly disclosed by the City or any authorized agent of the City, for any reason the City, in its sole discretion, deems appropriate, or pursuant to the Pennsylvania Right To Know Act or other applicable law. The Proposer acknowledges and agrees that the City and its authorized agents shall have the foregoing right of public disclosure notwithstanding any notice or statement by the Proposer (whether made in the Proposal or otherwise) asserting the confidential or proprietary nature of the Proposal or of any materials submitted or ideas elicited in response to the RFP.

G. Publicity

All publicity (including, but not limited to, news releases, news conferences, and commercial advertising) relating to this RFP and/or the services or products sought by this RFP and/or any contract awarded pursuant to this RFP shall require the prior written approval of the City Solicitor.

H. Respondents Restricted

No Proposal shall be accepted from, or contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. No Respondent may be the prime contractor or prime Respondent for more than one Proposal submitted pursuant to this RFP. (However, a single Proposal may contain alternatives.) Entities that are legally related to each other or to a common entity may not submit separate Proposals as prime contractors or prime Respondents. Any Proposal may be rejected that, in the City's sole judgment, does not comply with these conditions. Nothing contained in this RFP is intended to preclude a Proposal by a system integrator that proposes to perform the substantive work proposed through subcontractors.

SECTION III – PROPOSAL EVALUATION AND SELECTION

A. City's Reservation of Rights – Proposals

The City reserves the right to reject any and all proposals and reissue the RFP at any time prior to execution of a final contract, issue a new RFP with terms and conditions substantially different from those set forth in this RFP, or cancel this RFP with or without issuing another RFP. The City reserves and may exercise any one or more of the following rights and options with respect to this selection process:

1. To reject any Proposal if, in the City's sole discretion, the proposal is incomplete or not responsive to the requirements of this RFP, or it is otherwise in the best interest of the City to reject the Proposal.
2. To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more Respondents for negotiation.
3. To reject the proposal of a Respondent that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially or technically incapable, or is otherwise not a responsible Respondent.
4. To reject as informal or not responsive, any proposal that, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from this RFP, or contains erasures, ambiguities, alterations or items of work not called for by this RFP.
5. To waive any informality, defect, unresponsiveness, or deviation from this RFP that is not, in the City's sole judgment, material to the Proposal.
6. To permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, clarifying information, alterations, and corrections to proposals by some or all of the Respondents following Proposal submission.

B. City's Reservation of Rights – Evaluation Process

The City will review and evaluate proposals that are responsive to this RFP, as determined by the City in its sole discretion. The City reserves the right to request Respondent to make one or more presentations to the City at the City's offices to address the ability of Respondent to achieve the objectives of this RFP. Such presentations will be at the sole cost and expense of Respondent. The City further reserves the right to conduct inspections of

Respondent's facilities or those sites where Respondent performs its services. Proposals will be evaluated, in part, according to whether the Respondent meets the minimum qualifications and submits a proposal complying with all of the requirements of this RFP.

The City may request additional or clarifying information or more detailed information from any Respondent at any time, including information inadvertently omitted by a Respondent. The City may request to inspect projects referenced in Respondent's proposal. The City may conduct investigations with respect to the qualifications of each Respondent.

C. City's Reservation of Rights – Contract Negotiations

The City reserves the right to enter into negotiations with any or all Respondents regarding price, scope of services, or any other term of their proposals, and such other contractual terms as the City may require, at any time prior to execution of a final contract. The City may, at its sole election, enter into simultaneous, competitive negotiations with multiple Respondents or negotiate with individual Respondents seriatim. Negotiations with Respondent(s) may result in the enlargement or reduction of the scope of services or changes in other terms that are material to the RFP and the submitted proposals. In such event, the City shall not be obligated to inform other Respondents of the changes or to permit them to revise their proposals unless the City, in its sole discretion, determines that doing so is in the City's best interest. The City may accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the City's best interest to do so. The City intends to award a single contract but reserves the right to award more than one.

In the event negotiations with any Respondent(s) are not satisfactory to the City, the City reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other Respondents; to solicit new proposals from providers that did not respond to this RFP; or to enter into negotiations with providers that did not respond to this RFP. The City reserves the right not to enter into any contract with any Respondent, with or without reissuing this RFP, if the City determines that such is in the City's best interest. Further, the City reserves the right to negotiate with and enter into a contract directly with a provider that may or may not have been a Respondent to the RFP.

D. Evaluation Process and Criteria

The City will review those proposals that the City determines, in its sole discretion, are responsive to the RFP. Cost to the City is a material factor, but not the sole or necessarily the determining factor in proposal evaluation. The City may, at its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible Respondent submitting the lowest price. The contract will be awarded to the Respondent whose Proposal the City determines, in its sole discretion, is the most advantageous to the City and is in the City's best interest.

Proposals will be evaluated, in part, according to whether Respondents meet the minimum qualifications and submits Proposals that comply with all of the requirements of this RFP. Other factors to be considered include, but are not necessarily limited to, the following (no particular order of importance or other priority is reflected by the order of the factors listed):

1. Project understanding and soundness of project approach and methodology.
2. Specialized experience of the responding firm, particularly with respect to demonstrated ability to complete projects of similar scale and complexity.

3. Expertise and experience in implementing the services identified in this RFP.
4. Technical resources of the responding firm.
5. Technical qualifications and experience of management and project team members.
6. Cost or budget proposal.
7. Stability and integrity of Respondent, including its financial capacity and condition.
8. Applicability and advantages of any alternative approaches or procedures to achieving project objectives and the requirements of this RFP that may be proposed by the Respondent.
9. The detail and adequacy of the proposed implementation plan.
10. Commitment and ability to fully perform within the time frame specified in this RFP.
11. Expected and guaranteed collections for the City.
12. Any other factors that the City considers relevant to the evaluation of the Proposal.

E. Respondent Selection and Contract

By signing and submitting its Proposal, the Respondent agrees that the contents of its Proposal are available for establishment of final contractual obligations for a minimum of 180 calendar days from the deadline for the submission of Proposals stated in Section IV.A. A Respondent's refusal to enter into a contract that reflects either the terms and conditions established in this RFP, including Exhibit B (the City of Philadelphia Professional Services Contract General Consultant General Provisions), may, in the City's sole discretion, result in rejection of Respondent's Proposal, termination of any negotiations with the Respondent, and Respondent's forfeiture of the Proposal Security .

The City will consider the successful Respondent to be the sole point of contact and accountability with regard to all contract and performance matters. The successful Respondent will be required to enter into a contract as the Provider (hereunder "Provider") with the City in substantially the same form as set forth in Exhibits A and B of this RFP. The term of the contract resulting from this RFP will be for a period of 12 months, and may be renewed by the City at its sole discretion on an annual basis for up to three additional, one-year periods. The initial term will commence on or about **October 1, 2008** and end **September 30, 2009**, absent earlier termination. Renewal factors to be considered by the City include, but are not limited to, performance during the preceding year(s) based on the performance criteria set forth in this RFP and the resulting contract.

F. Confidentiality / Public Disclosure

Respondent shall treat all information obtained from the City that is not generally available to the public as confidential and proprietary to the City. Each Respondent shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. Each Respondent agrees to indemnify and hold harmless the City, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential information by the Respondent or any person acquiring such information, directly or indirectly, from the Respondent.

By submission of a response, Respondent acknowledges and agree that the City, as a municipal corporation, is subject to state and local public disclosure laws, and as such is legally obligated to disclose to the public documents, including responses, to the extent required there under. Without limiting the foregoing sentence, the City’s legal obligations shall not be limited or expanded in any way by a Respondent’s assertion of confidentiality or proprietary data.

SECTION IV – RFP ADMINISTRATIVE PROCESS

A. RFP Schedule

The City anticipates that the following timetable will apply to this RFP. Dates are subject to change, especially following the August 14 proposal submission deadline.

Activity	Date
RFP issued	July 9
1 st round questions due	July 22
Final Questions due	August 1
Addendum issued, if necessary	August 8
Proposals received by City	August 14
Oral presentations, if required	August 20-29
Contract negotiation	August 20 to September 5
Respondent selected, notice of award posted	Approx. September 8
Contract start date	October 1

B. Questions from Potential Respondents

The City intends to post responses on-line to questions timely posed by any potential Respondent. Initial questions and must be e-mailed or faxed to the City by **4:00 p.m. Eastern Daylight Time on July 22**. Follow-up or final questions must be e-mailed or faxed to the City by **4:00 p.m. Eastern Daylight Time on August 1**. Please address questions as follows, referencing in the subject line “RFP – Delinquent Real Estate Tax Collections – [Respondent’s name]”:

Barbara LePera, Legal Assistant
 Fax: 215-683-5069
 E-Mail: barbara.lepera@phila.gov

The City reserves the right to combine, rewrite or modify questions received; no individual responses will be issued. Except as posted on-line on the eContractPhilly website, no other information provided by any City employee or agent of the City is binding upon the City.

C. Respondent Certification

The Respondent, by signing its proposal, certifies (a) that its proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation; (b) that it has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.

SECTION V – CONTRACT REQUIREMENTS

A. Contract Preparation Fee

Pursuant to Section 17-701 of The Philadelphia Code, the successful Respondent will be required to pay a contract preparation fee. Section 17-701 establishes a fee schedule for contract preparation that is based upon the amount of the contract.

B. Proposal Binding

By signing and submitting its proposal, each Respondent agrees that the contents of its proposal are available for establishment of final contractual obligations for a minimum of 180 calendar days from the closing date of the Notice of Contract Opportunity. A Respondent's refusal to enter into a contract which reflects the terms and conditions of this RFP, the City Contract or Respondent's proposal may, in the City's sole discretion, result in rejection of Respondent's proposal or termination of any negotiations with the Respondent.

C. Participation Ranges for Minority, Women and Disabled Business Enterprises

Under the authority of Executive Order 02-05, the Minority Business Enterprise Council (MBEC) of the City of Philadelphia has established the following ranges for participation in this project by minority-owned (MBE), woman-owned (WBE), and disabled-owned (DSBE) disadvantaged businesses:

MBE Ranges	20-25% <i>and/or</i>
WBE Ranges	20-25%
DSBE Ranges	0%

The guidelines, forms, and contract provisions that pertain to participation of disadvantaged minority, women, and disabled-owned businesses in City contracts are included as Exhibit C.

D. Performance Bond

Upon notification by the City of contract award, the Respondent must provide a performance bond in the amount of 20 percent of the total first-year Proposal price in the form required by the City. A performance bond according to the same terms will be required for any contract renewals, and failure to secure such bonding for any renewal period will be considered a breach of the contract and will entitle the City to all rights and remedies under the law.

E. Insurance Provisions

Notwithstanding the limits of insurance enumerated in Article IX of the City's General Provisions (Exhibit B), for the purposes of the contract, the limits of insurance shall be as follows:

1. Workers' Compensation and Employers' Liability
 - a. Worker's Compensation: Statutory Limits.
 - b. Employers' Liability: \$500,000 Each Accident-Bodily Injury by Accident; \$500,000 Each Employee-Bodily Injury by Disease; and \$500,000 Policy Limit – Bodily Injury by Disease.
 - c. Other States coverage and Pennsylvania Endorsement.

2. General Liability
 - a. Limit of Liability: \$10,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$2,000,000 aggregate for products and completed operations; \$10,000,000 general liability. The limits required by this paragraph may be achieved through excess or umbrella policies.
 - b. Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as additional insured persons; cross liability; and broad form property damage (including completed operations).
3. Automobile Liability
 - a. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
 - b. Coverage: Owned, non-owned, and hired vehicles.
4. Professional Liability
 - a. Limit of Liability: \$1,000,000 with a deductible not to exceed \$50,000.
 - b. Coverage: Errors and omissions including liability assumed under Contract.
 - c. Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of services required under the contract will be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after completion of the services.
5. Fidelity Bond or Crime Insurance
 - a. Limit of Liability: \$1,000,000.
 - b. Coverage: Provider and its employees and subcontractors that have financial responsibilities related to the collection or disbursement of funds under the Contract.

SECTION VI – EXHIBITS

The following exhibits are referenced in this RFP, incorporated herein, and made a part of this RFP:

- A. Model Provider Agreement for Collections Contract**
- B. City of Philadelphia Professional Services Contract Legal Services or General Consultant General Provisions (revisions are being finalized)**
- C. Participation of Disadvantaged Minority, Women, and Disabled-Owned Business Enterprises in City Contracts (guidelines, forms, instructions, and contract provisions) and MBEC Joint Venture Eligibility Information Form.**
- D. Proposal Bond**