

The Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106

RFP No. 25-01
Supplemental Debt Collection Services
Addendum Two

To: See Email Distribution List

From: Shannon Stewart
Manager of Contract Administration

Date: March 11, 2025

No Pages: 5

This addendum is issued on March 11, 2025, prior to the proposal due date to add, delete, modify, clarify and/or to respond to questions submitted by Prospective Offerors regarding the work included in the above referenced solicitation.

QUESTIONS

1. **Question:** The RFP states that “Offerors must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements.” May we submit generic certificates that show our coverage limits (but are not unique to a specific project or contract. i.e., does not include any client information)?

Response: Yes, the COI can be submitted as proof of coverage.

2. **Question:** Would it be possible to have the cyber insurance requirement separated as a separate line item and reduce the per incident liability requirements as currently stated to something more reasonable in consideration of the fact that we're dealing with average balances of \$100 per account?

Response: Requirement cannot be waived or modified by the Authority. As those requirements are higher than the Authority's, if they meet PennDOT's they would more than meet the Authority's.

3. **Question:** Can the Authority advise whether an out-of-state collections firm would need to obtain a Philadelphia Commercial Activity License if awarded this contract?

Response: Please refer to I-13 of the RFP document.

4. **Question:** Will the Authority ask the collections contractor to pursue litigation/legal collections on certain accounts? If yes, may those services be subcontracted to a qualified local firm?

Response: The Authority has no plans to ask contractors to pursue litigation.

5. **Question:** Regarding the Proposal Form, 5. Cost Proposal, please confirm that the Authority is not seeking a separate fee for legal collections, unlike in the 2020 RFP.

Response: Confirmed.

6. **Question:** Regarding Technical Response, 7(d) Is the ability to provide “pay-in-person” services a mandatory requirement or is the Authority just asking if it is a service that the Contractor can optionally provide?

Response: Provision of ability to pay in person is not mandatory.

7. **Question:** Regarding Part II-8, Does the Authority just want information on our SOC 2-Type 2 audits and compliance measures via a statement in the proposal or are we supposed to submit our entire SOC 2-Type 2 report as an attachment? If the latter, may we submit a partial (first 12 pages) or redacted version to show proof of compliance (with the understanding that we could provide the Authority with the entire, unredacted report if awarded)? If that is not acceptable, may we submit the SOC 2-Type 2 in a separate envelope marked “Confidential,” as is allowed for the financial statements?

Response: Offerors must submit their complete proof of compliance. Offerors may submit in a separate envelope marked “Confidential”.

8. **Question:** How will accounts be initially divided amongst the awarded contractors?

Response: The Authority will utilize letter ranges based on the first letter of Debtors’ last names.

9. **Question:** Since there will be no automobiles used to perform the work sought by the Authority, would the Authority consider removing the requirement for automobile insurance?

Response: No, the Automobile Liability insurance is a minimum requirement for every vendor that contracts with the Authority.

10. **Question:** Regarding Appendix E, “Data Sharing Agreement” Can you please provide more clarity on the “Vehicle Record Fees. Is the contractor going to be charged a “vehicle record fee” for each account referral?

Response: No, this clause pertains to the Violation Processing Contractor not collection contractors who are classified as Business Partners.

11. **Question:** Appendix E, “Data Sharing Agreement” 13(b) says that “PennDOT’s fee schedule is attached as Exhibit A to this Agreement.” We do not see that exhibit included. Can you please provide the material to this agreement?

Response: As noted in answer to Question 10, this does not apply to collection contractors.

12. **Question:** Regarding “Data Sharing Agreement”, 13(c) in Appendix E, Can the Authority provide more information on these fees and to whom they will be payable?

Response: Please see response to Question 10.

13. **Question:** Appendix E, “Data Sharing Agreement” 13(b) states “The Contractor shall pay the costs of financial and performance audits.” If a firm is in good standing with the Authority and is SOC 2-Type II annually certified, what are the odds that the Authority will conduct a financial or performance audit at the Contractor’s expense?

Response: Contractors must pay for cost of any mandated audits and perform in accordance with SOC-2 requirements.

14. **Question:** Regarding Appendix E, 14, Can the Authority please clarify the bond and/or escrow account requirements for this RFP and clarify if they are due with the proposal or only in the event of an award?

Response: This applies to Violation Processing contractors. This does not apply to collection contractors who are classified as Business Partners.

15. **Question:** Should the sample contracts in the RFP, like the “Data Sharing Agreement”, be filled-in, signed, and submitted with the proposal or only completed in the event of an award?

Response: No, please refer to Part IV B.7 for additional information.

16. **Question:** Please confirm that a proposer should select all the available boxes (Verification, Toll Collection, and Violation Processing). If not, please advise as to what selections are applicable.?

Response: This would be filled out after award. Purpose would be “Collection of delinquent debt.”

17. Question: Will fingerprinting be required as part of the criminal background checks that Contractors will have to conduct on their employees with access to VRI?

Response: No.

18. Question: Regarding the insurance requirements/coverage limits detailed in Appendix C “Insurance Requirements” are different from those terms detailed in Appendix F “Vehicle Record Business Partner & End User Agreement” please confirm which section governs this RFP?

Response: The Authority’s Insurance Requirements required for this RFP are in Appendix C. Any references in Appendix E & F are PennDOT requirements and cannot be waived by the Authority.

19. Question: The RFP states that subcontracting may only be used for skip tracing services. Would the Authority consider giving offerors credit for small and diverse business participation if they were used for purchasing supplies or labor services?

Response: No, subcontractors can only be used to perform skip-tracing services, please refer to I-7 of the RFP document.

20. Question: The RFP states that all noticing must be processed and mailed in-house. Would the Authority permit the selected offeror(s) to send out-of-state records to a mail-house/print-vendor?

Response: No.

21. Question: Regarding Appendix E, “Data Sharing Agreement” (14) Please confirm the minimum bond amount is \$300,000?

Response: The bonding requirement applies to the Violation Processing Contractor. It does not apply to collection contractors.

22. Question: What bond amount does the existing contractors have in place (based on payments due in the immediate preceding year if greater than \$300,000)?

Response: Please see response to Question 21.

23. Question: Does the Authority or PennDOT require skip trace subcontractors to sign any specific documents/agreements?

Response: No, however, they must be SOC-2 certified.

24. Question: Will the Authority accept a Certificate of Good Standing from the State of Pennsylvania in lieu of the requirement for a proof of current registration with the Pennsylvania Department of State's Bureau of Corporations and Charitable Organizations?

Response: Yes, a Certificate of Good Standing from the State is acceptable.

25. Question: Exhibits A through F referenced in Appendix E – Data Sharing Agreement, were not included within the RFP. Could Authority please provide copies?

Response:

A. Exhibit A - Vehicle Record Fees - This applies to the Violation Processing contractor. Not relevant to collection contractors who are classified as Business Partners

B. Exhibit B - Contractor Integrity Provisions – Please refer to page 11 of the Sample Contract.

C. Exhibit C - Contractor Responsibility Provisions

<https://www.pa.gov/content/dam/copapwp-pagov/en/dgs/documents/documents/procurement-forms/handbook/pt1/pt%20i%20ch%2014%20contractor%20responsibility.pdf>

D. Exhibit D - Nondiscrimination/Sexual Harassment Clause

<https://www.dot.state.pa.us/public/PubsForms/Publications/PUB%202/NONDISCRIMINATION%20Clause.pdf>

E. Exhibit E - Americans with Disabilities Act

<https://www.pa.gov/agencies/health/diseases-conditions/infectious-disease/hiv/ada.html>

F. Exhibit F - Contractor Provisions – Right to Know Law, please refer to page 7 of the Sample Contract.

26. Question: Appendix E, 18(b) “Contractor Responsibility Provisions, states “The current version of the Commonwealth Contractor Responsibility Provisions, which are attached and made part of this Agreement as Exhibit C;” We do not see this exhibit. Please confirm that this document is not material to this RFP or kindly provide the document.

Response: Please see response to Question 25.

27. Question: Will the Authority allow incumbent vendors to cite the Authority as a reference?

Response: No.

28. Question: Please confirm the average number of accounts per debtor?

Response: There are an average of 3 tickets per debtor.

29. Question: Please confirm that subcontractors utilized to identify bankrupt and deceased debtors fall within the allowable “subcontracting”.

Response: No, this is not permitted.

30. Question: If the data is kept on servers in the US, can agents on the program work from outside the US?

Response: If the Offeror has NIST SP 800-53 (or comparable framework) formally in place, then "Yes", agents on the program can work from outside the US. If not, the Offeror must describe or demonstrate what geo-sensitive Access Control protocols and remediation guidelines they adhere to. If they have none, that is a Risk that PPA may be ok with, especially if both Offerors have none.

31. Question: When is the Award Date?

Response: This information is not yet available. Please refer to I-18 of the RFP document.

32. Question: When is the program due to start?

Response: This information is not yet available.

33. Question: Will this program be worked from Philadelphia Parking Authority system or the contractor’s system?

Response: Both will be involved as described in the Work Statement.

34. Question: What are the payment terms?

Response: Please refer to section 7 of the Sample Contract.

35. Question: What are the hours of operations?

Response: The hours of operation of Authority pay in person sites are listed in the Work Statement. Contractors must comply with applicable federal laws regarding the times that customers are contacted.

36. Question: What are the contract terms: Length of contract, renewal terms?

Response: Please refer to Part V of the RFP document.

37. Question: Will this be worked from Philadelphia Parking Authority dialer or from the contractors dialer?

Response: This will be worked from the Contractor's dialer.

END OF ADDENDUM TWO