

REQUEST FOR PROPOSALS FOR

Debt Collection Services

ISSUING OFFICE

Pennsylvania Turnpike Commission

Contracts Administration Department

on behalf of the

Electronic Toll Collection (ETC) Customer Service Operations

and Finance and Administration Departments

RFP NUMBER

RFP 20-10230-8784

July 8, 2020

**REQUEST FOR PROPOSALS FOR
Debt Collection Services**

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PART I - GENERAL INFORMATION FROM PROPOSERS

PART I

I-1. Purpose. This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (PTC or Commission) to retain under Agreement one (1) or more qualified Contractors to perform Debt Collection Services (hereafter referred to as Services) for delinquent accounts and any other debt owed to the PTC.

At the time of this RFP, the PTC currently has an agreement with one (1) debt collection vendor. The PTC is seeking to add additional Contractors for Services and create a competitive process with multiple debt collection Contractors to improve performance.

The Contractor(s) shall be performing Services on a non-exclusive basis. No assurance or guarantee is made to the selected Contractor(s) regarding the number of accounts placed, the dollar amounts of those accounts, or the percentage of accounts placed.

I-2. Issuing Office. This RFP is issued for the PTC by the Contracts Administration Department on behalf of the Electronic Toll Collection (ETC) Customer Service Operations and Finance and Administration Departments.

I-3. Scope. This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the Services to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria, and other requirements to be met by each proposal.

I-4. Problem Statement. The PTC is seeking proposals for Services for delinquent toll payment and any other debt owed to the PTC. A scope of work is provided in **Part IV**.

The PTC's Contract Manager may authorize changes in processes and/or procedures from time to time as determined by operational needs. All such changes shall conform to applicable statutes and guidelines regarding the establishment and maintenance of such agreement.

I-5. Type of Contract. The Commission intends to award up to two contracts as a result of this RFP. If contracts are entered into as a result of this RFP, the Contract(s) will be based on mutually agreed payment terms as a result of the proposal review and contracting process (see **Part II, Section II-3**). The PTC may in its sole discretion undertake negotiations with Proposers based on price and other factors from their Proposals which show them to be qualified, responsible, and capable of performing the Work. A sample contract is provided in **Appendix A**.

I-6. Contractor Integrity Provisions. Contractor Integrity Provisions will apply to this Contract upon award, and the awarded Contractor(s) will be required to complete a Background Qualifications Questionnaire prior to entering into an Agreement with the PTC and complete annual ethics training provided by the PTC. Proposers can find the Integrity Provisions and other related documents on the PTC's website at www.paturnpike.com (Doing Business, General Information, Integrity Provisions).

Include full disclosure of any potential conflict with the State Adverse Interest Act, 71 P.S. § 776.3, for a State Advisor or State Consultant by the prime or any subconsultant. If there is no adverse interest, proposers shall include the following statement: "I have reviewed the State Adverse Interest Act and determined that there is no adverse interest for anyone on this Agreement team." This information should be included in your transmittal letter/cover page or executive summary.

I-7. Rejection of Proposals. The PTC reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

I-8. Subcontracting. Any use of subcontractors by a Proposer must be identified in the proposal. During the Contract period, use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the PTC. Proposers should be advised that the PTC may not approve a new subcontractor during the first Contract year.

A firm that responds to this solicitation as a prime may not be included as a designated subcontractor to another firm that responds to the same solicitation. **Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved.** This does not preclude a firm from being set forth as a designated subcontractor to more than one prime contractor responding to the project advertisement.

I-9. Incurring Costs. The PTC is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of Contract.

I-10. Procurement Schedule of Events. The current schedule for Key Procurement Dates for this procurement process leading to an award of the Contract is provided in **Table I-1** below. The PTC reserves the right to make changes or alterations to this schedule as the PTC determines is in its best interest. All changes to these dates and/ or times will be issued as an addendum to this RFP and will become part of this RFP and will be posted to the PTC's website at www.paturnpike.com/procurement.

Unless otherwise posted as an addendum on the PTC website, the dates indicated below for submission of items or for other required actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time and date stated shall cause a Proposer to be disqualified. All times stated are in Harrisburg, PA local time (EST).

Table I- 1: Key Procurement Dates

ACTIVITY	DATE	TIME
Request for Proposal Issued	July 8, 2020	N/A
Deadline for Proposers to Submit Questions via email to RFP-Q@paturndpike.com	September 1, 2020	2:00 p.m.
Answers to Proposers questions posted to the Commission website at https://www.paturndpike.com/Procurement/Bidlist.aspx?RTYPE=O (Estimate Only)	September 23, 2020	N/A
Due Date for Proposals - Electronic copies of the proposal must be emailed to RFP20-10230-8784@paturndpike.com before the due date and time shown here. This email address is secure and cannot be accessed by PA Turnpike Commission personnel until the proposal opening date and time.	October 15, 2020	2:00 p.m.
If necessary, Oral Clarifications/Presentations	November 16 – 17, 2020	TBD
Anticipated Contract Award	December 11, 2020	N/A
Anticipated Notice to Proceed	January 11, 2021	N/A

I-11. Questions and Answers. There will be no pre-proposal conference for this RFP. No negotiations, decisions or actions shall be initiated or executed by a Proposer as a result of any oral discussions with any Commission member, employee, consultant/contractor. Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted by email to RFP-Q@paturndpike.com with **RFP 20-10230-8784 Debt Collection Services** in the Subject Line to be received no later than date and time provided in **Part I, Section I-10, Procurement Schedule of Events, Table I-1: Key Procurement Dates**. All questions and written answers will be posted to the PTC website at (<http://www.paturndpike.com/procurement/Bidlist.aspx?rtype=o>), approximately on or before the date provided on the Schedule of Events and only if necessary. Proposers shall use the form provided in **Appendix B** to submit the questions.

I-12. Addenda to the RFP. If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the PTC’s website under the original RFP document number. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The PTC may revise a published advertisement. If the PTC revises a published advertisement less than ten (10) days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

I-13. Response. The PA Turnpike Commission offices will continue to be closed on the due date for proposal submissions due to COVID-19 restrictions. Hand-delivery or hard-copy mailing of proposals is not possible at this time. All proposals must be submitted electronically via email to the email address

shown in the Calendar of Events. Failure to send proposal to the correct email address or to include all essential information will be deemed sufficient reason for rejection of proposal.

Unless the Proposers are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

I-14. Proposals. To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each submitted proposal should include a separate file for the Technical Submittal, the Diverse Business (DB) participation submittal, and the Cost proposal. Proposer should ensure that there is no costing information in the technical submittal. The Proposer shall present the proposal to the Contracts Administration Department only by using the RFP email address, RFP20-10230-8784@paturnpike.com. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (**Appendix C** to this RFP) and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. For this RFP, the proposal must remain valid for at least 180 days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written notice to the RFP20-10230-8784@paturnpike.com mailbox before the exact hour and date specified for proposal receipt.

However, if the Proposer chooses to attempt to provide such written notice by email transmission, the Commission shall not be responsible or liable for errors in email transmission. A proposal may be modified only by the submitting of a new sealed proposal or submitting a sealed modification which complies with the requirements of this solicitation.

I-15. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Please refer to **Table II-1: Proposal Page Limitations** for more detailed information.

I-16. Discussions for Clarification. Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office through the Contract Administration Department to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office through the Contract Administration Department will initiate requests for clarification. Planned dates for Oral Presentations are provided in **Part I, Section I-10, Procurement Schedule of Events, Table I-1: Key Procurement Dates**. The PTC may choose to not schedule any oral presentations or to schedule them with only selected Proposers.

I-17. Best and Final Offers. The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining “best and final offers.” To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

I-18. Prime Proposer Responsibilities. The selected Proposer will be required to assume responsibility for all Services offered in its proposal whether or not it produces them. Further, the PTC will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

I-19. Proposal Contents. Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the PTC’s option. Proposals submitted to the PTC may be reviewed and evaluated by any person other than competing Proposers at the discretion of the PTC. The PTC has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers should note that “trade secrets” and “confidential proprietary information” are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both “trade secrets” and “confidential proprietary information” as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

- the extent to which the information is known outside of his business;
- the extent to which the information is known by employees and others in the business;
- the extent of measures taken to guard the secrecy of the information;
- the value of the information to his business and to competitors;
- the amount of effort or money expended in developing the information; and
- the ease of difficulty with which the information could be properly acquired or duplicated by others.

See Crum v. Bridgestone/Firestone North Amer. Tire., 907 A.2d 578, 585 (Pa. Super. 2006).

The Office of Open Records also notes that with regard to “confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure *would* cause substantial competitive harm.” (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records’ website at www.openrecords.state.pa.us.

I-20. Debriefing Conferences. Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer’s request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers.

I-21. News Releases. Proposers shall not issue news releases, internet postings, advertisements or any other public communications pertaining to this RFP without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-22. PTC Participation. Unless specifically noted in this section, Proposers must provide all Services to complete the identified work. The PTC shall furnish the Proposer access to key personnel and relevant documents for performing the Services. The PTC will also make meeting space available for periodic meetings between the PTC and the Proposer; however, Proposer shall conduct all work off-site and will not be provided facilities and logistical support by the PTC.

I-23. Cost Proposal. The cost proposal shall be a separate document within the electronically submitted proposal and kept separate from the technical submittal.

I-24. Term of Contract. The term of the Contract will commence on the Effective Date (as defined below) and will continue for a base term of five (5) years, followed by two (2) three-year optional extensions. The PTC shall fix the Effective Date after the Contract has been fully executed by the Contractor and by the PTC and all approvals required by PTC contracting procedures have been obtained.

I-25. Proposer’s Representations and Authorizations. Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- A. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the Contract. Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- B. The payment amount of this proposal has been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- C. Neither the payment amount of the proposal, nor the approximate payment amount of this proposal, has been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the response section of this RFP.
- D. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this Contract, or to submit a proposal lower than this proposal, or to submit any intentionally low or noncompetitive proposal or other form of complementary proposal.
- E. The proposal 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 proposal.
- F. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) 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 or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- G. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- H. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- I. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the Services described in the proposal or the specifications for the Services described in the proposal.
- J. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the PTC information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

I-26. Indemnification. The Proposer shall be responsible for, and shall indemnify, defend, and hold harmless the PTC and its Commissioners, officers, employees, and agents (the “Indemnified Parties”) from all claims, liabilities, damages, and costs including reasonable attorneys’ fees, for bodily injury (including death) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of Proposer, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the Commission’s premises, and for breach of this Agreement regarding the use or disclosure of proprietary and confidential information where it is determined that Proposer is responsible for any use of such information not permitted by this Agreement. This indemnification obligation shall not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by Proposer or its subcontractors under any employee benefit act including but not limited to Workers’ Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

I-27. Data/Information Security Breach Notification. “Breach” shall mean any successful unauthorized acquisition, access, use, or disclosure of Commission data that compromises the security or privacy of such data.

“Commission Data” means Commission provided information and Commission related information acquired as a result of the services provided to Commission under this Agreement.

Proposer shall report to the Commission any Breach affecting Commission Data. The notice to be provided to the Commission by Proposer shall be provided without unreasonable delay and no later than within 72 hours of Proposer’s discovery of any Breach. A Breach shall be deemed to be discovered on the first day on which the Proposer knows or reasonably should have known of the Breach. The notice to be provided to the Commission by Proposer shall be made in writing to the Commission’s Information Security Officer and shall include the following content: (1) the nature of the Breach; (2) the specific Commission Data affected by the Breach; (3) the steps the Proposer is taking to remediate the Breach; and (4) steps the Proposer is taking to mitigate future Breaches. Following notification of the Breach, Proposer shall cooperate with the Commission’s investigation of the Breach and provide any other information regarding the Breach or the Commission Data affected which the Commission may reasonably request. Should notice to individuals whose information was part of Commission Data be required under any applicable data privacy law, including, but not limited to, individual state data breach notice laws or federal laws such as HIPAA and Gramm Leach Bliley Act, Proposer shall provide the Commission with copies of any template notification letters and draft regulatory correspondence for Commission’s prior approval. Proposer shall provide any notifications required under the applicable data privacy laws on behalf of the Commission at the request of Commission. The Commission reserves the right to handle any notifications required and shall notify Proposer if the Commission will be handling the required notifications. Upon request, Proposer shall provide the Commission with its cyber-security policies and procedures. Proposer agrees to reimburse the Commission for any and all reasonable costs associated with the Commission’s response to Proposer’s Breach, including any fees associated with the Commission’s investigation of Proposer’s Breach, notification costs, and any reasonable offer of credit or identity monitoring product.

I-28. Security Requirements. Proposer will comply with the Security Requirements are described in **Appendix D, Security Requirements.**

I-29. Insurance. Proposer will comply with the Insurance requirements as described in **Appendix E, Insurance Requirements.**

I-30. Diverse Business (DB) Requirements. Proposer will comply with the DB Requirements as described in **Appendix F, Diverse Business (DB) Requirements.**

PART II - INFORMATION REQUIRED FROM PROPOSERS

PART II

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Information considered by Proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in **Attachment 7: Additional Materials**. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Materials should be relevant and brief. All cost data relating to this proposal and all Diverse Business (DB) data, including any cost data, should be kept separate from and not included in the Technical Submittal. Each proposal shall consist of three separately sealed submittals:

1. Technical Submittal, which shall be a response to RFP **Part II, Section II-1, A and B**;
2. Diverse Business (DB) Participation Submittal, in response to RFP **Part II, Section II-2**; and
3. Cost Proposal, in response to RFP **Part II, Section II-3**.

The PTC reserves the right to request additional information which, in the PTC's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The PTC may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office all such information and data for this purpose as requested by the PTC. The PTC reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the PTC that such Proposer is properly qualified to carry out the obligations of the Agreement and to complete the work specified.

II-1 Technical Submittal.

A. Economy of Preparation and Page Limitations

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. To that end each section shall be limited to the number of pages as identified in the chart below. Portions of the Proposal that are excluded from these page limitations are shown in **Table II-1**.

Table II-1: Proposal Page Limitations

Proposal Sections to be Completed by a Proposer	Excluded from Page Count Limitations
Proposal Cover Sheet	1
Executive Summary	1
Table of Contents	All
Proposal Section 1: Firm Overview	5 pages
Proposal Section 2: Personnel	5 pages
Proposal Section 3: Relevant Experience and Expertise	20 pages
Proposal Section 4: Approach	25 pages
Attachment 1: Audited Financial Statements	• All
Attachment 2: Controls at a Service Organization (SOC1) “Type 2” Report	• All
Attachment 3: Annual PCI Attestation on Compliance (AOC)	• All
Attachment 4: Data Breach Attestation Signed by Authorized Company Officer	• All
Attachment 5: Sample Reports	• All
Attachment 6: Debt Collections Pricing Form	• All
Attachment 7: Additional Materials	• All
Price Proposal	• All

B. Technical Proposal Format and Contents

The Technical Proposal shall be submitted in the format shown below. Each bulleted item designates a specific and separate section to be included in the Proposal:

- **Proposal Cover Sheet (See Appendix C):**

Show the name of your firm, Federal I.D. number, address, name of contact person, contact person’s email and telephone number date and the subject: **Debt Collection Services, RFP 20-10230-8784. Appendix C** must be signed by an individual who is authorized to negotiate terms, render binding decisions and commit your firm’s resources. In addition, it is required that all information requested in **Appendix C** be provided including information pertaining to location of office performing the work, contact information, listing of all Pennsylvania offices and total number of Pennsylvania employees, and location of company headquarters.

- **Proposal Executive Summary**

Summarize your understanding of our organization, your understanding of the work to be done and make a positive commitment to perform the work necessary. This section should summarize the key points of your submittal. Include in this section or in a transmittal letter/cover page a statement regarding full disclosure of any potential conflict with the State Adverse Interest of State Advisor or Consultant Statute as instructed in Proposal Section 1.6 Contractor Integrity Provisions.

- **Proposal Table of Contents**

Include a clear identification of the material by section and by page number.

- **Proposal Section 1: Firm Overview**

1. Provide the following information regarding the Proposer's qualifications:

- a. Provide a brief history and description of your firm's business organization and its debt collection services expertise and years of experience as it relates to the requirements discussed in **Part IV, Work Statement**, of this RFP. Include the location of offices and the number and types of consultants or other relevant professional staff in each office.
- b. Discuss your firm's presence in and commitment to the Commonwealth of Pennsylvania including specific resources and services that are located in Pennsylvania.
- c. Include a discussion of the specific expertise and services that distinguish your firm.
- d. Discuss your firm's annual revenues for the firm and for the subsidiary, division or group responsible for this Project.
- e. Include a copy of the Proposer's audited financial statements for the past two years and note in your response to this item that it is provided in **Attachment 1: Audited Financial Statements**. If a Proposer does not produce audited financial statements, the Proposer shall submit any financial statements that it does have (e.g. lines of credit, statements compiled by an outside accounting firm, etc.) and any other information Proposer feels is pertinent in establishing the financial stability of its business/organization. PTC reserves the right to review other publicly available information with regard to the Proposer's financial stability, as part of the evaluation. If a Proposer has questions about what evidence of the Proposer's financial stability will be acceptable to PTC, the Proposer should communicate with PTC as set forth in **Part I, Section I.11 Questions and Answers**.

- **Proposal Section 2: Personnel**

1. Provide the following related to the project manager and key day to day positions, including IT, Finance, and Reporting:

- a. Names, proposed roles, background and experience, current professional licenses, office location and availability of the personnel that would perform the Services as described in **Part IV, Section 1, General Description of Debt Collection Services Scope** of this RFP.
- b. Specifically identify the primary person(s) who will be responsible for managing the relationship with the PTC during this endeavor.
- c. Proposer must submit a current resume for all proposed staff listing relevant experience and applicable professional affiliations.
- d. Provide an organization chart that shows the organization structure and staffing specific to the project, as well as contact information for each staff member.

- **Proposal Section 3: Relevant Experience and Expertise**

1. Provide the following related to experience and expertise:

- a. A narrative statement regarding your expertise and experience with Debt Collection Services as it relates to **Part IV, Work Statement**, of this RFP.
- b. A statement regarding your understanding of the requirements as outlined in this RFP and your ability to provide Services in accordance with the same.
- c. A description of your firm's experience in providing similar Services to other clients, especially other governmental entities and/or similar public/private sector transportation organizations.
- d. A list of three references of clients for which your firm has performed similar work, as described in this RFP, within the past three (3) years. Please include contact name and phone number of the client. The references listed should not include the PTC and should only be clients for whom these Services are being performed. Do not include as references any clients for whom you have not yet performed these Services.
- e. A statement regarding any other specialized debt collection services your firm may offer.

- **Proposal Section 4: Approach**

1. Provide the following related to approach:

- a. A detailed description of the methods/approach utilized in the debt collection process including, but not limited to, sample scripts for all planned verbal, electronic and written communications with customers. Include in this section any other tasks that will be performed including measures or metrics for determining success.
- b. A detailed description of your process for determining the appropriate staffing levels required for the Services offered along with a project plan of how the Proposer will prepare to provide Services for the PTC.
- c. A description of all the system generated reports and deliverables that you will provide as an output of the project. Provide relevant samples of deliverables from similar projects that your firm was primarily responsible for producing as **Attachment 5: Sample Reports**.
- d. Provide description of any additional processes, innovations, or non-traditional approaches to the scope of work related to collections or operations efficiency, customer service, or similar measures beyond the structure or paradigm suggested within this RFP.
- e. If offered, provide a description of the use of telecommuting or at-home staff Services. Include a description of at-home work environment requirements, training, support, provided equipment for staff, job duties, quality assurance, Payment Card Industry (PCI) and Personally Identifiable Information (PII), and overall approach.

2. Provide the following related to Collection Process:

Proposers shall include in their responses all pertinent information to address all process information requested.

- a. Provide a flow chart of the debt collection process used by your firm demonstrating the life cycle of a debt placed with your agency.
- b. Provide a process document that identifies the number of attempts made to collect the debt, the attempt method, and the time period associated with the effort. For example, a letter is

- sent upon receipt of the debt within x number of days. After x number of days, a follow-up letter is sent or phone call is made.
- c. Provide a process document that indicates the number of attempts your agency makes to collect from each Debtor. Include in this document any criteria, such as the amount owed or other criteria that may determine the collection process used. Include the details of what types of communication are used (mail, email or other electronic methods).
 - d. Provide your firm's current business rules relating to the collection of debt associated with bankruptcy and/or deceased Debtors as well as any specific criteria you have that would prevent the Proposer from performing Services.
 - e. Identify any reasons that would prevent/preclude the Proposer from performing Services for any invoices or accounts placed with the Proposer by the PTC for collection as requested in items a., b., c., and d.
 - f. Provide detailed explanation with examples of any exceptions to the debt collection process that you have in place and why the exception is necessary.
3. Provide the following related to Subcontractors:
- a. Do you plan to utilize any subcontractors for this project? If so, please identify the process used in identifying subcontractors.
 - b. Identify the processes of the work being performed by the subcontractor.
 - c. Describe the process used to identify subcontractor qualification and experience with such work.
 - d. Identify the work location of any subcontractors.
4. Provide the following related to Data Exchange and Security
- a. Proposer will be required to exchange data directly with the PTC and the PTC's vendor for Electronic Toll Collection (ETC).
 - b. Proposer will be required to support the exchange of debt related data with varying schedules, volumes, reporting, and debt types.
 - c. Provide the Proposer's latest Reporting on Controls as a Service Organization (SOC1) "Type 2", as **Attachment 2**, demonstrating that an independent audit has been performed in accordance with Statement on Standards of Attestation Engagements No. 16 (SSAE 16). The report shall be dated no more than thirteen (13) months prior to the date of the proposal.
 - d. Provide the Proposer's latest Payment Card Industry (PCI) Attestation of Compliance (AOC), as **Attachment 3**, demonstrating that an independent audit has been performed in accordance with Payment Card Industry Data Security Standards (PCI DSS). The latest report shall be dated no more than thirteen (13) months prior to the date of the proposal.
 - e. Currently, the PTC exchanges debt collection files including Placement, Adjustments and Payments via sftp. The Proposer should indicate in their proposal if they are able to support the exchange of files using this method.
 - f. If the Proposer cannot support the exchange of files via sftp, then the Proposer needs to provide details on the process they are proposing and why they are unable to support sftp.
 - g. Provide a copy of the processes or a document that describes what security measures will be in place to protect customer data.
 - h. Provide an Data Breach Attestation Signed by an Authorized Company Officer, as **Attachment 4**, indicating that your system has not suffered a data breach during the past five (5) years.

- i. If the Attestation in h. cannot be provided, then provide a narrative indicating the following:
 - i. Type of Data Breached
 - ii. Date of Data Breach
 - iii. System(s) Breached
 - iv. Number of Accounts Impacted
 - v. List of Activities including remediation or Action Plan implemented
5. Quality Assurance and Quality Control (QA/QC)
 - a. Provide a copy of the QA/QC procedures that are used in your debt collection process.
 - b. How often are QA/QC procedures/plans reviewed and updated.
 - c. Who is responsible in your organization for QA/QC procedures?
 - d. Provide procedures or processes to ensure quality control of subcontractors, if any, that may be used for this project.
 6. Collection Payments and Adjustments
 - a. Describe your process or submit a document that identifies your payment receipt process including payment application based on debt type and reporting.
 - b. Describe your process or submit a document that identifies how the Proposer handles adjustments to the amounts owed based on debt type and how adjustments are reported.
 7. Exceptions/Anomalies
 - a. Describe your system processes or a document that identifies any system related processing, related to the following:
 - i. Missing files
 - ii. Files not processed properly
 - iii. Files not received
 - b. Provide a document or chart that outlines how information/notifications are made for system issues, anomalies, outages or processing errors. This information should include who is responsible for notifying the PTC and the notification period after issue is discovered.
 - c. Provide a document or narrative that indicates the process that the Proposer has in place to notify the PTC when issues occur and resolution.
 - d. Provide documentation or proof that the Proposer has a continuity of operations/or disaster recovery plan in place.
 8. Collection Placement

The PTC has multiple types of debt which is referenced in **Appendix G, Debt Collection Volumes and Statistics**. The PTC schedule for submitting debt is based on the debt type. The PTC has multiple schedules for submitting and processing debt types. Debt may be submitted to the Proposer daily, weekly and/or monthly.

 - a. The Proposer should describe their process and/or ability to accept various debt type with different submission or placement dates.

9. Collection Reporting

- a. The PTC requires that the Proposer provide system generated reports by the 5th business day of the following month for the following:
 - i. Payments Received
 - ii. Adjustments Processed
 - iii. Address Updates
 - iv. Uncollectible Accounts
 - Bankruptcy
 - Other
- b. The PTC requires that the Proposer provide system generated reports by the 5th business day of the following month for the following:
 - i. Inventory by Debt Type
 - Number of Accounts Placed
 - Dollar Value of Accounts Placed

10. Provide the following related to sample correspondence:

Provide samples of correspondence that will be similar to the anticipated types of communication that would be sent to the customer for their outstanding debts based on this scope of work.

11. Provide the following Attachments:

- a. Attachment 1: Audited Financial Statements
- b. Attachment 2: Controls at a Service Organization (SOC1) "Type 2" Report
- c. Attachment 3: Annual PCI Attestation on Compliance
- d. Attachment 4: Data Breach Attestation Signed by Authorized Company Officer
- e. Attachment 5: Sample Reports
- f. Attachment 6: Debt Collections Pricing Form
- g. Attachment 7: Additional Materials (pertinent to noted items in Proposal Section 4 only)

II-2 Diverse Business (DB) Requirements (Appendix F). The PTC's Diverse Business (DB) Requirements for this procurement and a resulting Contract are identified in **Appendix F**. There is no minimum participation level (MPL) for DBs established for this Contract. However, the utilization of DBs are encouraged and will be considered as a criterion in the evaluation of proposals and may be considered as a factor in the PTC's selection of a firm for this Contract.

The Proposer must include in its DB participation submittal that it meets the requirements set forth in the PTC's DB Requirements in **Appendix F**. In particular, the Proposer shall address the section of the DB Requirements labeled, "Actions Required by Proposer during the procurement/consultant selection phase". In addition, the DB participation submittal shall indicate the amount of DB participation incurred in the proposal in terms of dollars committed or percentage of total contract amount.

II-3 Cost Proposal. The PTC is seeking input from the Proposer for pricing terms in regards to their Collection Agency Commission, such as percentage based or fixed fee plus percentage per Account. **Appendix G, Debt Collection Volumes and Statistics** contains PTC Historical Collections Placement Data for FY18 through FY20 (April 2020) and collection rates by debt type. Anticipated changes that could affect debt volumes are also discussed in **Part IV, Work Statement**. PTC will evaluate the Proposer’s price proposal based on PTC assumed debt volumes shown below in order to compare proposals; however, the PTC does not guarantee or represent that these volumes will actually occur. The Proposer has the option of providing either one or two pricing approaches. The information requested in this section shall constitute your cost submittal.

The Proposer shall provide a Cost Proposal, including the completion of **Attachment 6: Debt Collections Pricing Form**, that is based on their proposed approach and includes the following items in the order identified below:

1. The proposed pricing terms for:
 - a. Option 1 – Pricing shall be tied directly to the Proposer’s proposed technical approach.
 - b. Option 2 (if not applicable, stated “N/A”) – Pricing shall be based on a process that differs from the Proposer’s technical approach response or provides alternate pricing for proposed technical approach under Option 1 and shall state any assumptions.
2. A detailed description of each option and of the option’s terms and any conditions that could affect the pricing (such as minimum volumes).
3. An example of how each option would work both mathematically and in practice, using the following sample volumes for evaluation purposes only.

<u>Annual Debt Volume*</u>	<u>Annual Debt Dollars*</u>
841,512 placed debts	\$75.5 million

4. Identify where this pricing has been used elsewhere by your firm.

**Sample volumes based on Fiscal Year 2019 data from Appendix G, Debt Collection Volumes.*

The PTC will no longer be issuing toll violation notices to non-E-ZPass customers. Customers who do not have E-ZPass will be issued a TOLL BY PLATE invoice for tolls incurred while driving on the Pennsylvania Turnpike. Volumes and amounts that are included in the VIO and COP categories may represent the volume and amounts of unpaid TOLL BY PLATE activity that may be referred to collections.

The cost proposal shall be a separate document within the electronically submitted proposal and kept separate from the technical submittal. Proposers should direct in writing to the Issuing Office pursuant to **Part I-11, Questions and Answers** of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office’s written answer so that all proposals are submitted on the same basis.

The selected Proposer shall only perform work on this Contract after the Effective Date is affixed and the fully-executed Contract sent to the selected Proposer. The PTC shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice to Proceed, and the PTC shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No PTC employee has the authority to verbally direct the commencement of any work under this Contract.

PART III - CRITERIA FOR SELECTION

PART III

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal shall be (a) timely received from a Proposer and (b) properly signed by the Proposer.

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

III-3. Proposal Evaluation. Proposals will be reviewed, evaluated, and rated by a Technical Evaluation Team (TET) of qualified personnel based on the evaluation criteria listed below. The TET will present the evaluations to the Professional Services Procurement Committee (PSPC). The PSPC will review the TET's evaluation and provide the PTC with the firm(s) determined to be highly recommended for this assignment.

The PTC will select the most highly qualified firm(s) for the assignment or the firm(s) whose proposal is/are determined to be most advantageous to the PTC by considering the TET's evaluation and the PSPC's determination as to each firm's rating. In making the PSPC's determination and the PTC's decision, additional selection factors may be considered taking into account the estimated value, scope, complexity and professional nature of the Services to be rendered and any other relevant circumstances. Additional selection factors may include, when applicable, the following: geographic location and proximity of the firm, firm's Pennsylvania presence or utilization of Pennsylvania employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the PTC.

Award will only be made to a Proposer determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-4. Evaluation Criteria. The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal:

1. Approach
 - a. Understanding of the PTC's needs and scope of work.
 - b. Soundness of proposed approach, methodology, and deliverables for Services as it relates to the requirements discussed in **Part IV, Work Statement**, of this RFP.
 - c. Quality, completeness, and applicability of sample deliverables provided.
 - d. Responsiveness, organization, and clarity of Proposal.
 - e. Detail and quality of process/procedural documents requested.
 - f. Quality, completeness, and relevance of sample reports requests.

2. Proposer and Personnel Qualifications and Experience
 - a. Proposer's relevant experience and expertise in debt collection services as it relates to the requirements discussed in **Part IV, Work Statement** of this RFP.
 - b. Qualifications, experience, and competency of professional personnel who will be assigned to the contract by the Proposer including tenure with firm, length of time in the industry and type of experience.
 - c. Response of references if the PTC elects to solicit them.
3. Cost

While this area is weighted heavily, it will not necessarily be the deciding factor in the selection process. The PTC reserves the right to select a proposal based upon all the factors listed and will not necessarily choose the firm based on its Cost Proposal. The PTC will select the firm(s) with the proposal that best meets its needs, at the sole discretion of the PTC.
4. Commitment to Diversity and Inclusion.

This refers to the inclusion of DB firms, as described in **Part II-2, Diverse Business (DB) Requirements**. Participation may be measured in terms of percentage of total contract to certified DB firms.

PART IV - WORK STATEMENT

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1. General Description of Debt Collection Services Scope

This scope of work is for the provision of Debt Collection Services for the Pennsylvania Turnpike Commission, hereafter referred to as PTC, for delinquent toll payment and any other debt owed to the PTC. The PTC operates a toll collection system that consists of E-ZPass transactions and Non-E-ZPass image-based transactions. Non-E-ZPass image transactions on Cashless Toll facilities will result in TOLL BY PLATE (TBP) invoices. The PTC also provides services to customers that require assistance when traveling on our roadway resulting in Disabled Vehicles (DV) invoices. More detailed definitions and descriptions of debt types are detailed in the next section.

2. Definitions

- **AET-in Place:** The repurposing of the existing pre-AET toll plaza infrastructure for AET/cashless toll collection.
- **Account:** A debtor Account created by the Contractor at the time of Placement on the Contractor's system.
- **Agreement:** The Contract between PTC and the Contractor for Debt Collection Services. Also referred to as "Contract".
- **Approval:** The PTC's written authorization.
- **Assignment:** When debt has been referred by PTC to the Contractor it shall be considered to be assigned.
- **Business Days / Weekdays / Work Days:** The words "Business Days," "Weekdays," or "Work Days" shall mean Monday through Friday, excluding any PTC-observed holidays falling on Monday through Friday.
- **Cashless Tolling:** A tolling system whereby vehicles traveling through the toll lanes will pay either through the use of a Transponder or a TOLL BY PLATE invoice based on an image captured of the vehicle's license plate. Also referred to as all-electronic tolling or AET.
- **Collection Agency Commission:** The Collection Agency payment for its collection effort in accordance with this Agreement.
- **Collection Rate:** The percentage of successful collection of outstanding debts owed to PTC.
- **Collection Target Rate:** The Collection Target Rate established that the Contractor has committed to collect under the Contract.
- **Commission's Collection Fee:** An amount that is added to the debt by PTC when the debt is placed with the Collection Agency.
- **Contract:** The entire and integrated Contract between the parties there under which supersedes all prior negotiations, representations, or contracts, either written or oral. Also referred to as "Agreement".
- **Contract Manager:** The PTC staff person assigned to manage this Contract.
- **Contractor:** The Collection Agency contracted to provide Debt Collection Services under this Agreement. Also referred to as "Proposer".

- **Customer Service Center (CSC):** Primary operations location for the PTC where payment processing occurs and where customer service representatives handle calls and other forms of customer contact related to customer inquiries, including debts relating to E-ZPass Accounts and TOLL BY PLATE Accounts.
- **Debtor:** A customer who owes money to PTC and has a debt or legal obligation to pay an amount to PTC.
- **Disabled Vehicles (DV):** Vehicles traveling along the Pennsylvania Turnpike System that require assistance in exiting or services (e.g. flat tire, broken down vehicle, etc.) to have the vehicle removed from the roadway for which the customer is sent an invoice for the services provided.
- **E-ZPass Account (PRE):** An account (typically with a prepaid balance) established by a customer for payment of tolls via a radio frequency device that is read when the customer travels through a toll location. The ensuing toll transaction is recorded and charged to the customer's E-ZPass account balance.
- **Identifiers:** PTC groups the debt that has been placed with the Collection Agency into categories by types of debt called Identifiers. These Identifiers include TBP – TOLL BY PLATE, PRE – E-ZPass Insufficient, and DV – Disabled Vehicle.
- **Newly-Assigned Debt:** Newly-Assigned debt is the Placement of customer debt that has not previously been placed with the Collection Agency by PTC.
- **Pay-Directs:** A payment that is received by the PTC after the debt has been placed with the Contractor.
- **Placement:** When the PTC sends a debt to the Contractor, it is considered placed.
- **Proposer:** The Collection Agency contracted to provide Debt Collection Services under this Agreement. Also referred to as “Contractor”.
- **PTC:** The Pennsylvania Turnpike Commission.
- **Services:** The Debt Collection work provided by the Contractor under this Scope of Work and the Debt Collection Agreement.
- **TOLL BY PLATE (TBP) Account:** An account that is based on an image of a vehicle license plate.

3. Debt Volumes

Debt volumes for PTC will be the combination of volumes generated from the current operations plus future impacts of the implementation of Cashless Tolling and other factors. The PTC is operating under a cashless tolling system (AET-in Place). Factors that may affect debt volumes may include traffic growth and toll rates. Information regarding PTC debt volumes by debt type is located in **Appendix G, Debt Collection Volumes and Statistics**.

4. Placement of Debts and Operational Procedures

4.1 General

The Contractor shall provide Services for E-ZPass and TOLL BY PLATE Accounts, Disabled Vehicles, and any other debt owed to the PTC, which the PTC assigns to the Contractor. The Contractor shall accept the Assignment of all debts, which the PTC chooses to assign, whether the Debtor resides in or out of Pennsylvania. The PTC expects that the Contractor will follow their procedures and processes in collecting all debt placed with the Contractor by the PTC. Should the Contractor have business rules or policies that prohibit or limit the Contractor's collection efforts, these rules or policies must be submitted with their proposal as indicated in **Part II, Section II-1, B., Proposal Section 4: Approach, Item 2.d**. The Contractor is prohibited from initiating legal action out of or within Pennsylvania on behalf of the PTC for such debt.

The PTC will place debts with the Contractor; however, the PTC is not obligated to place any debt with the Contractor and is free to use other collection agencies and collection services. The PTC may request, at any time and for any reason (such as in the case of egregious toll cheats or those who has debts that meet the Commonwealth of Pennsylvania's toll enforcement statute known as Act 165 of 2016 and/or associated reciprocity agreements as enabled under Act 165 of 2016.), the return of a placed debt. If such a request is made, the Contractor shall immediately return the debt and cease all collection activity for that debt, and the Contractor will not receive any commission for that effort to collect.

The PTC reserves the right to change the operational procedures and requirements on placed debt as well as, protocol, electronic file format, and time-period for the transmission of funds collected by the Contractor at any time during this Agreement with a minimum of thirty (30) days written notice. The Contractor must notify the PTC in writing and obtain Approval if additional time may be required in order to execute the requested changes. The PTC's Contract Manager may authorize changes in processes and/or procedures from time to time as determined by operational needs.

4.2 Types of Debt

The Contractor's solution shall provide for the ability to process placed accounts on a unique basis, such as daily, weekly, or monthly by debt type. The Contractor will be working with up to two (2) different entities for the types of debts listed below. In some cases, the Contractor will work directly with the PTC Finance Department and in other cases they will work with PTC's current CSC contractor. Details for each of the debt types are below:

1. **E-ZPass (PRE):** A prepaid E-ZPass Account goes negative because the customer has not added money manually to the Account balance and/or the credit card tied to the Account is invalid. Once an insufficient balance has accrued, the PTC will send at least two notices within a 60-day period to the customer. After the last notice sent, the unpaid debt will be sent to the Contractor only if the minimum threshold (currently \$10) is met.
2. **TOLL BY PLATE (TBP):** Debts resulting from overdue TOLL BY PLATE invoices include both a toll and a fee component. Debts that remain unpaid after two (2) invoice cycles (or 60 days) and qualify for collections are automatically sent to the Contractor provided the Account balance meets the minimum threshold (currently greater than \$5.00).

3. **Disabled Vehicles (DV):** The PTC will send the Debtor up to two notices within a 60-day period in order to collect payment on a DV. After the final notice, the debt will be transferred to the Contractor.
4. **Other:** To be determined by the PTC.

The PTC will utilize the following Identifiers in order to categorize the types of debt and identify the appropriate PTC staff to make decisions about the debt.

- PRE – E-ZPass Insufficient,
- TBP – TOLL BY PLATE,
- DV – Disabled Vehicle, and
- Other.

4.3 Debt Placement

Placements are made based on the debt type using an electronic file exchange via sftp. The Contractor will receive the electronic file exchange from both the PTC and the PTC's CSC contractor. The Contractor shall acknowledge the receipt and processing of the file, as identified in the Interface Control Document (ICD) File Format documents, **Appendix H-1, PTC Direct DV ICD File Specs and Appendix H-2, PTC Customer Service Center (CSC) ICD File Specs**. The Contractor shall report any exceptions occurring during the loading of debt to the Contractor's system. They shall also report any out-of-balance errors between the Debtor count and transaction dollar amount as received and loaded in the Contractor's system. The Contractor shall also have a system in place to alert the PTC if a file is not received as scheduled as indicated in **Part II, Section II-1, B., Proposal Section 4: Approach, Item 4.e**.

The following tables identify the required reports to be provided by the Contractor for each specific ICD.

Table IV-1: Appendix H-1, PTC DV ICD File Specs

File Description	Recipient	Format	Frequency	Due Day
Disabled Vehicle New Assignment	Contractor	.txt	Weekly	
Disabled Vehicle Payment	PTC/Contractor	.txt	Weekly	
Disabled Vehicle Adjustment	PTC/Contractor	.txt	Daily	
Disabled Vehicle Time Expired Report	PTC	.txt	Monthly	5th Business Day of following month

Table IV-2: Appendix H-2, PTC CSC ICD File Specs

File Description	Recipient	Format	Frequency	Due Day
TOLL BY PLATE New Assignment	Contractor	.txt	Daily	
TOLL BY PLATE Basis of Liability Detail	Contractor	.txt	Daily	
TOLL BY PLATE Payment	CSC/Contractor	.txt	Daily	
TOLL BY PLATE Adjustment	CSC/Contractor	.txt	Daily	
TOLL BY PLATE Recall	Contractor	.txt	Weekly	
TOLL BY PLATE Account Number Update	Contractor	.txt	Daily	
TOLL BY PLATE Collection Time Expired	CSC	.txt	Monthly	5th Business Day of following month
Prepaid New Assignment	Contractor	.txt	Monthly	
Prepaid Payment	CSC/Contractor	.txt	Daily	
Prepaid Adjustment	CSC/Contractor	.txt	Daily	
Prepaid Recall	Contractor	.txt	Weekly	
Prepaid Collection Time Expired	CSC	.txt	Monthly	5th Business Day of following month

For all debts placed with the Contractor for Services, the intended duration of Placement will be three (3) years or a total of thirty-six (36) months with the option for the PTC to remove these debts at any time prior. The Contractor may extend the duration only with PTC approval. If the debt is not resolved by the Contractor within this time, then the debt shall be returned to the PTC with the Placement time period expired.

4.4 Outbound Customer Contact

An initial notification shall be sent to the customer within one (1) week after the original debt Placement with the Contractor. The PTC must review and approve the form and content of each type of notification sent by the Contractor to the Debtor.

5. Debt Payment and Payment Plans

5.1 Payment Methods

The Contractor is permitted to only collect on debt amounts placed with the Contractor. At a minimum, the Contractor must accept payment for the PTC's customer debt by credit card, check, money order, ACH and cash. The Contractor must provide Debtors with multiple, convenient ways to contact the Contractor to pay their debt and receive answers to questions. The customer must be able to contact the Contractor by phone and speak to a representative during business hours, make a payment online or via an Interactive Voice Response (IVR) system during non-business hours. The PTC prefers that the Contractor provide bilingual staff with English and Spanish-speaking capability to support efficient and effective communication with PTC customers. In addition to providing a way to make a payment, the Contractor's website will provide answers to frequently asked questions and an ability to contact the Contractor using a "contact us" capability.

5.2 Pay-Directs

The PTC will accept payment from a Debtor for amounts placed in collections (hereinafter referred to as "Pay-Directs"). On a daily basis, the PTC will send the Contractor a Pay-Direct and Adjustment Report displaying all payments and adjustments processed by the PTC and the CSC for TBP and PRE debts. DV Pay-Directs will be sent to the Contractor on a weekly basis.

Upon receipt of the report, the Contractor must update its records to reflect the Debtor's current balance. The Contractor shall invoice the PTC for the Collection Agency Commission on a monthly basis for all Pay-Directs unless payment of such commission is not required based on the exclusions listed in **Part IV, Section 7, Contractor Compensation**.

If a Debtor claims to have made a Pay-Direct which is not reflected in the Pay-Direct and Adjustment Report, the Contractor shall contact the PTC or the CSC to confirm payment. If the PTC or the CSC determine that a Pay-Direct payment was made, the Contractor will correct the balance and include it in the next report. If the payment cannot be confirmed, the Contractor will be required to request documentation from the Debtor to verify payment.

6. Special Handling

6.1 Customer Inquiries

The Contractor is responsible for both researching and resolving the appeal inquiries including following-up with the customer on the result of an appeal. If a customer contacts the Contractor to inquire about an appeal, the Contractor shall contact the PTC or the CSC depending on the debt type. The PTC or the CSC will then supply the Contractor with a copy of the applicable supporting documents for use in resolving the appeal. Additionally, the PTC or the CSC will provide information (electronically) upon request from their system related to the specifics of the debt, including any correspondence related to the debt, information such as invoices or notice comments, Account balance, or other information necessary to support the debt upon request. This information will be provided to the Contractor by the PTC or the CSC depending upon the debt type. Once the Contractor has completed disposition of the inquiry, the Contractor will contact the customer to indicate final disposition.

6.2 Complaints by a Debtor

Anytime one of the PTC's or the CSC's Debtors makes a complaint to the Contractor about the manner in which the Contractor is attempting to collect the debt, the Contractor must immediately notify the PTC or the CSC. If the Debtor's complaint is in writing, the Contractor shall also provide a copy of the complaint to the PTC or the CSC within two (2) Business Days after it was received by the Contractor. The Contractor's collection activities for that debt shall be suspended until all issues raised by the Debtor are addressed and resolved to the PTC's or the CSC's satisfaction.

6.3 Invalidly Placed Debt

If the PTC or the CSC determine that debt has been placed in error, the PTC or the CSC will inform the Contractor to immediately cease all further collection activities and the debt will be recalled by the PTC or the CSC. The Contractor should return the debt to the PTC or the CSC identified as being returned due to invalid Placement.

If the Contractor is informed by the Debtor that the debt has been paid and is no longer delinquent, the Contractor shall suspend all further collection activities on that debt until the validity of the debt has been verified by the PTC or the CSC. If the PTC or the CSC determine that the debt is no longer delinquent, the PTC or the CSC will inform the Contractor that the debt is invalid, and it will be recalled by the PTC or the CSC. If the PTC or the CSC determine that the debt is valid, the PTC or the CSC will inform the Contractor to resume collection activities.

6.4 Bankruptcy

If during the Placement of debt, the Contractor becomes aware that a Debtor has filed for bankruptcy or that the debt has been discharged by a bankruptcy court, the Contractor shall immediately cease all further collection activities on that debt (pre-petition debt and discharged debt). Any debt incurred by the Debtor after the bankruptcy filing (post-petition debt) shall be collected by the Contractor. Any debt owed to the PTC or the CSC prior to the Debtor filing for bankruptcy (pre-petition debt) should not be pursued.

The Contractor shall obtain and provide the PTC or the CSC with copies of all relevant bankruptcy filings and return the debt or portion of the debt discharged by a bankruptcy to the PTC or the CSC identified as being returned due to bankruptcy including the effective date of the bankruptcy. The Contractor shall notify the PTC or the CSC on a weekly basis regarding any bankruptcy actions it becomes aware of for all assigned debts and shall provide the PTC with a Collections Bankruptcy Report.

6.5 Deceased Debtor

If the Contractor is informed that the Debtor on a placed debt is deceased, the Contractor shall obtain a copy of the death certificate or some other reliable documentation evidencing his/her death. The Contractor shall pursue the debt against the deceased Debtor's estate; however, if the executor notifies the Contractor that there are insufficient assets, the Contractor shall return the debt with appropriate documentation to the PTC or the CSC.

Notwithstanding the foregoing, if multiple Debtors are listed on the debt, the Contractor shall still forward documentation evidencing the death of a Debtor; however, the debt will remain with the Contractor for the duration of Placement to collect from the other liable Debtors.

The Contractor should not cease their collection efforts if the debt is incurred after the Debtor is deceased.

7. Contractor Compensation

The Contractor will receive the Collection Agency Commission on funds and/or Accounts collected by the Contractor, (excluding Pay-Directs), as provided in the Agreement.

All costs incurred by the Contractor to collect debt for the PTC shall be covered by the Collection Agency Commission, and no additional amounts will be charged to the PTC. These costs may include, but are not limited to, the costs of postage, mail processing, credit card fees, returned check fees, payment processing, skip tracing, voice and data communications, and staffing expenses.

The Contractor shall earn the Collection Agency Commission unless the debt collected meets one or more of the conditions below.

- a. On Pay-Directs received within seven (7) days of Placement.
- b. On Pay-Directs received more than fourteen (14) days after the expiration of the Placement time limit.
- c. On funds received by the Contractor after the expiration of Placement time limit.
- d. On funds received in excess of the amount debt.
- e. On funds received for debt that has been placed in error.
- f. On funds received for debt that has not been placed with the Contractor.
- g. On funds received for debt that has been recalled.
- h. On funds received for debt that has been returned to the PTC.
- i. On funds where the Collection Agency Commission fee has already been paid.

8. Payment to Pennsylvania Turnpike Commission

The Contractor shall remit all payments for the amount owed to the PTC, net of Collection Agency Commission, on a daily basis via electronic payment. A detailed Payment File Report in a format approved by the PTC shall be submitted with payment, which lists the invoice and/or Account number, amount owed, amount paid, and the Collection Agency Commission for each payment collected. Collection Rate incentives are not included as part of the net-commission and will be paid directly by the PTC to the Contractor. If any inaccuracies are discovered in the Contractor's computations, the PTC will send an email to the Contractor explaining its findings and providing an accurate figure for the payment. The Contractor shall update this information on the next daily report.

The Contractor shall implement a quality assurance process to ensure that the total amount indicated on the Payment File Report and actual funds received by the PTC or the CSC match.

9. Monthly Placement Inventory and Reconciliation

By the fifth (5th) Business Day of each month, the Contractor will submit a Collection Agency Statement, which will summarize all payment and adjustment transactions for the previous month. Additionally, the statement will provide a current balance for all Placements. If the fifth (5th) Business Day falls on a Contractor holiday, the statement shall be provided on the next Business Day.

The PTC and the CSC shall review the Collection Agency Statement in order to determine if discrepancies exist between the PTC's Collection Agency Statement and the Contractor's records. The PTC and the CSC will provide the Contractor with a listing of all discrepancies, and the Contractor will work with the PTC and the CSC to resolve all discrepancies.

10. Reports

The Contractor shall, at a minimum, provide reports on PTC-assigned debt as specified below. Each report shall be broken down by debt type with a summary for all debt. In addition, the Contractor shall be prepared to provide additional reports as needed over the term of the Contract to meet PTC operational requirements and information needs. All Contractor reporting to the PTC shall conform to the form and specification reflected in such attachments, see **Appendix I, Reporting Requirements**. The required frequency of submission of the reports will be determined by the PTC prior to operations unless otherwise already identified in this Scope of Work.

Add the following provisions to reporting:

- The reports must be system generated, not a manually prepared report. The reports may be created in Excel, but detail supporting documentation may be required for verification.
- Text or excel files are acceptable for daily files for debt, payment, and adjustments. These reports must be reconciled with detailed explanations provided for any variances.
- PDF or current Microsoft Office Suite (Word, Excel, etc.) preferred for reports. For sending the debt collection files to the vendor, .txt or .csv is acceptable.
- The PTC requires the monthly reports be submitted within five (5) Business Days from the end of the previous month.

All reports must be provided by individual debt type as well as a complete summary. The PTC invites Proposers to provide report samples based on the provisions and descriptions detailed for reports within this section.

The reports are identified as follows:

a. Payment File Report

The Payment File Report details the payment being remitted to the PTC. The report will include the Account number, invoice number, amount owed, amount paid and the Contractor's fee for each payment collected. This report also includes subtotals by debt type and grand total.

b. Cash Receipt Report

The Cash Receipt Report details the amounts that the Contractor collected from Debtors during the previous month. The report will include the Account number, invoice number, amount owed, amount paid and the Contractor's fee for each payment collected. This report also includes subtotals by debt type and grand total.

c. Collection Agency Statement

The Collection Agency Statement is created by the Contractor and provided to the PTC for the PTC's use in reconciling the PTC's debt. The statement consists of a summary of all payments and adjustment transactions for the previous month and details of the current balance for each Debtor. See **Part IV, Section 9, Monthly Placement Inventory and Reconciliation** for more detail.

d. Collections Address Update Report

The Collections Address Update Report shall provide the single best address it identifies for any Debtor assigned by the PTC. If the Contractor identifies an address through its process, this address information must be provided to the PTC via a daily, weekly or monthly file exchange.

e. Collections Bankruptcy Report

The Collections Bankruptcy Report will include the dates of any bankruptcy filings, discharges, and dismissals, as well as the bankruptcy court case identification number, if available. The Contractor will need to provide details that support the debt is part of the bankruptcy by providing documentation to support no future collection efforts.

f. Collections Performance Report

The Collections Performance Report will include the amounts assigned, the amounts collected (both in dollars and number of Debtors collected on), and the resulting collection percentages. The PTC requires this information be provided by debt type and total debt placed.

g. Inventory Report

The Inventory Report is used to verify that all debt sent by the PTC to the Contractor has been received.

h. Debt Expired Report

The Debt Expired Report should provide information on all Accounts being returned to the PTC each month because the collection time expired. The report should include the debt type, Account number and invoice number.

i. Debt Recall Report

The Debt Recall Report should provide information on all Accounts that the PTC requested be returned. This report should include the debt type, Account number and invoice number.

j. Uncollectable Debt Report

The Uncollectable Debt Report will include the Accounts that were assigned to the Contractor that were not able to be pursued for lack of a valid phone number or address or if the Account is on a bankruptcy hold. The report should include, but is not limited to, the Account number, name on the Account, Account balance, reason it is unable to be pursued, and the date it was determined to be uncollectible. The PTC requires this by debt type on a monthly and a cumulative basis.

k. Acknowledgement Report

The Acknowledgement Report provides confirmation of receipt of newly placed debt, payments and adjustments. Data should include the number of records successfully transmitted, the total amount of the debt including a breakdown of tolls and fees as well as any errors with detailed explanation if applicable

l. Payments Received Report

The Payments Received Report shall provide a monthly summary of collection payments received. The report shall break down the collections received by debt type and source (Contractor or PTC/CSC) and should also include the oldest date for the debt that is being paid. Partial payments can be made to the Contractor, therefore; if a partial payment is made by a customer, that payment shall be applied to the oldest debt first and the Contractor shall include the details of that payment (payment date and amount). This report should include the Account number and invoice number.

11. Collection Rate

The Collection Rate shall measure the Contractor's debt collection rate for Newly-Assigned Debt both by volume and amount, net of returned or suspended debt. The Collection Rate shall be calculated as indicated below:

- By Volume: Divide the actual number of Newly-Assigned Debts fully or partially collected, by the total number of Newly-Assigned Debts.
- By Amount: Divide the amount collected on Newly-Assigned Debts by the total amount owed on Newly-Assigned Debts.

Newly-Assigned Debts to be included in the calculation shall have been with the Contractor for 30-days prior to being included in the calculation. This prevents the output of the calculation from being skewed to the low end by Newly-Assigned Debts that have yet to be worked by the Contractor. Contractor Collection Rates shall be calculated every month with results being presented in the following categories in the monthly Collections Performance Report:

- Percent collected between 31-60 days
 - By Volume
 - By Amount
- Percent collected between 61-90 days
 - By Volume
 - By Amount
- Percent collected between 91-120 days
 - By Volume
 - By Amount

Table IV-3 below shows when each month will be calculated for each category.

Table IV-3: Contractor Collection Rate Timeframe

	31-60 Days	61-90 Days	91-120 Days
January	Mar	Apr	May
February	Apr	May	Jun
March	May	Jun	Jul
April	Jun	Jul	Aug
May	Jul	Aug	Sep
June	Aug	Sep	Oct
July	Sep	Oct	Nov
August	Oct	Nov	Dec
September	Nov	Dec	Jan
October	Dec	Jan	Feb
November	Jan	Feb	Mar
December	Feb	Mar	Apr

The PTC may perform verification checks on the Contractor-reported results to validate the information in the report.

A. Average Collection Rate – Six (6) Month Average

After the first twelve (12) months and every six (6) months thereafter, the Average Collection Rate will be calculated for the six (6) month period ending six (6) months earlier for each debt type. For example, if the contract started on January 1, 2021, then on January 1, 2022, the Contractor would calculate the average Collection Rate for the period ending June 30, 2021 and the PTC would verify the calculated rate. This rate is calculated by dividing the total amount of Newly-Assigned Debt, less amounts recalled by the PTC into the amount collected on the Newly-Assigned Debt during that six (6) month period.

B. Collection Target Rate

The Average Collection Rate will serve as the basis for determining the Collection Target Rate. The Collection Target Rate will be Collection Rates agreed upon by the Contractor and the PTC for each consecutive six (6) month period for each debt type. Should the Contractor fail to meet the Collection Target Rate agreed upon for two (2) consecutive measurement periods, the Contractor shall be required to provide a satisfactory remediation plan within 60-days to the PTC. Should the Contractor fail to provide a plan or meet the Collection Rate target for more than two (2) consecutive measurement periods, the PTC shall have the right to terminate the Agreement upon thirty (30) days’ written notice in accordance with the termination provisions therein. The Collection Rate proposed in **Attachment 6, Debt Collection Pricing Form**, may not be the agreed to Target Collection Rate.

C. Collection Rate Incentives

PTC will offer Collection Rate incentives for the Contractor. Collection Rate incentives will apply to TOLL BY PLATE (TBP) Accounts only. In the event the Contractor exceeds the Collection Target Rate in the monthly Collection Performance Report in the category of 31-60 days by two percent (2.0%), the PTC will pay the Contractor an additional two percent (2.0%) in Collection Fees on the amounts collected in excess of the Collection Target Rate. In the event the Contractor exceeds the Collection Target Rate in the monthly Collection Performance Report in the category of 61-90 days by two percent (2.0%), the PTC will pay the Contractor an additional one and one-half percent (1.5%) in Collection Fees on the amounts collected in excess of the Collection Target Rate. In the event the Contractor exceeds the Collection Target Rate in the monthly Collection Performance Report in the category of 91-120 days by two percent (2.0%), the PTC will pay the Contractor an additional one percent (1.0%) in Collection Fees on the amounts collected in excess of the Collection Target Rate.

Incentives for Exceeding Collection Target Rates – Based on Amount Collected

Category	Eligibility for Incentive	Incentive
31 – 60 Days	Collection Target Rate plus 2%	2.0%
61 Days – 90 Days	Collection Target Rate plus 2%	1.5%
91 – 120 Days	Collection Target Rate plus 2%	1.0%

The Contractor is required to submit documentation with the monthly Collection Performance Report if the Collection Target Rate has been exceeded. This documentation shall provide evidence that the Collection Target Rate on TBP Accounts has met the required threshold for the Contractor to receive an incentive payment for the period for the respective category. The Contractor could receive an incentive payment for one, two, or all three categories if the performance for the period warrants.

Both the Collection Payment Report and accompanying incentive documentation shall be submitted by the fifth (5th) business day of the month. PTC will submit incentive claim payments, if approved, to the Contractor(s) within fifteen (15) Business Days of receipt of incentive claim.

D. Additional Placements

The Contractor will be allocated a share of Newly-Assigned Debts, based on the number of Contractors under contract to the PTC for Services. Once a Debtor has been assigned to a Contractor, it will remain with that Contractor until the debt is recalled by the PTC, paid in full, or collection time has expired. As noted in **Part IV, Section 4.1, General**, PTC is not obligated to place any debt and has the right to request the return of placed debt. Additional debt for a Debtor that has already been placed with a Contractor will be sent to the same Contractor as long as PTC can determine that it is the same Debtor with a new outstanding balance due for the Debtor, and the Debtor has previous outstanding debt assigned to the same Contractor.

Following the second six (6) month measurement period of the Collection Target Rate, the PTC will compare the performance of each of the Collection Contractors. The PTC will consider re-allocation of Newly-Assigned Debts to Collection Contractors.

12. Quality Control, Audits and Records

12.1 Quality Assurance and Quality Control

The Contractor shall provide a Quality Assurance and Quality Control (QA/QC) plan for PTC review, comment and Approval.

12.2 Exchange of Information

The parties undertake to promote close collaboration and exchange of information on placed debts. The Contractor shall furnish the PTC with such information concerning the Contractor's collection activities as PTC may from time to time reasonably request, or as otherwise provided herein. All information that the Contractor sends electronically to the PTC shall be sent in a format Approved by the PTC and the PTC reserves the right to change the electronic format at any time during this Agreement with thirty (30) days written notice.

12.3 Annual Audit and PCI Requirements

The Contractor shall provide PTC with a copy of their Service Organization Control Report (SOC 1, Type 2) demonstrating that an independent audit has been performed in accordance with Statement on Standards for Attestation Engagements No. 18 (SSAE 18) on an annual basis.

In instances where there is a gap between the SSAE 18 SOC 1, Type 2 reporting period and the Contractor's financial reporting period, a "bridge letter" should be provided to provide additional comfort over the controls for the period not covered by the SOC 1, Type 2 report. The Contractor shall ensure the SSAE 18 audit commences in and covers the Contractor's fiscal year which includes the date of XX, XX, XXX (Agreement start date). The independent audit shall also note that a deterioration of controls has not occurred over the operating systems and no significant control deficiencies were noted during the applicable period. This audit requirement shall continue until the expiration date or upon the termination of this Agreement. The Contractor is responsible for all costs associated with this audit.

Internal Control Objectives in Type 2 Report must include at a minimum:

1. Debtor Payment – Controls provide reasonable assurance that Debtor payments are completely and accurately recorded, safeguarded, and properly remitted to clients.
2. Inventory Control and Data Transfer – Controls provide reasonable assurance that client debt files are completely and accurately setup in the Collection System.
3. Physical Security and Environmental Controls – Controls provide reasonable assurance that physical access to the Data Center and payment processing areas are restricted to appropriately authorized personnel and that environmental controls are in place and operational.
4. Application Change Management – Controls provide reasonable assurance that implementations to system changes and hardware changes and specific application software are appropriately authorized, tested, approved, and documented.
5. Logical Access and Security – Controls provide reasonable assurance that application, database, and network access is restricted to authorized individuals via a secure file transfer protocol (FTP) site.

The PTC reserves the right to periodically examine and review the Contractor's systems, procedures, internal controls, financial transactions and supporting documentation to verify fiscal and contractual compliance.

The Contractor is required to show that they are PCI compliant including attestation for the applicable period and conform to the latest PCI standards.

12.4 Collection Activity Records and Debtors Information

On all debts placed by the PTC, the Contractor must maintain current, complete, and accurate records of its collection activities including, but not limited to, correspondence (written and electronic) and telephone contacts with Debtors and other parties. These records must be maintained in a system that segregates each type of collection activity so that, if requested, the Contractor can provide the PTC with a comprehensive summary of collection activity for a Debtor. The Contractor must retain these collection activity records for five (5) years consisting of the active year plus four (4) years from the date of the bad debts.

APPENDIX A – SAMPLE CONTRACT

AGREEMENT

This **AGREEMENT** is made this _____ day of _____, 2020, between the **Pennsylvania Turnpike Commission (“COMMISSION”)**, an instrumentality of the Commonwealth of Pennsylvania, with principal offices at 700 South Eisenhower, Blvd., Middletown, Pennsylvania 17057 (mailing address: P. O. Box 67676, Harrisburg, PA 17106-7676);

AND

(name of contractor) (“**CONTRACTOR**”), a **(state)** corporation, with its principal office at **(address)**.

WITNESSETH:

WHEREAS, the **COMMISSION** desires to satisfy a need for the **(name of solicitation)**;

WHEREAS, by Act No. 211 of the General Assembly of the Commonwealth of Pennsylvania, approved May 21, 1937, and its amendments, the **COMMISSION** is authorized and empowered to enter into an Agreement with the **CONTRACTOR**;

WHEREAS, the **COMMISSION** desires to retain the services of **CONTRACTOR** upon the following terms; and

NOW, THEREFORE, in consideration of these mutual covenants, and intending to be legally bound, the parties agree as follows:

Contractor’s Scope of Work

The **CONTRACTOR** will perform the work described in **(solicitation identification, i.e. RFP number)** dated **(date of solicitation)**, titled **(Title of solicitation)** and the **CONTRACTOR’S** proposal dated **(date of contractor’s proposal)**. These documents are made a part of this Agreement by reference.

Commission’s Responsibilities

(As defined in Section I of the RFP, “Commission Participation”)

The **COMMISSION** shall furnish the **CONTRACTOR** access to key personnel, relevant documents, and adequate workspace for completing the work.

Compensation

For the work, services, and material as defined in this Agreement, the **CONTRACTOR** shall be paid **(insert Commission approved Compensation)**.

The **CONTRACTOR** agrees that the **COMMISSION** may set off the amount of any state tax

liability or other obligation of the **CONTRACTOR** or its subsidiaries to the Commonwealth against any payments due the **CONTRACTOR** under any contract with the **COMMISSION**.

Duration of Agreement [and Renewal]

The term of this Agreement shall be for a period of **(agreement term)** and shall commence on the Effective Date as defined below.

The Effective Date shall be fixed by the **COMMISSION** after the Agreement has been fully executed by the **CONTRACTOR** and by the **COMMISSION**, and after all approvals required by the **COMMISSION** contracting procedures have been obtained.

The term may be extended for **[number]** additional years by a writing signed by both parties.

This Agreement will not terminate until the **COMMISSION** accepts all work as complete and tender's final payment to the **CONTRACTOR**.

OR

The time of completion may be extended if the extension is approved by the **COMMISSION** in the form of a letter signed by the **Chief Engineer or appropriate person the Agreement is for**. This letter will become part of this Agreement. This Agreement will not terminate until the **COMMISSION** accepts all work as complete and tender's final payment to the **CONTRACTOR**.

Termination

The **COMMISSION** may terminate this Agreement at any time upon thirty- (30) calendar days written notice. If this notice is given, the **CONTRACTOR** shall be paid only for the services already rendered upon the date of the notice and for the services rendered to the date of termination, subject to all provisions of this Agreement. The notice will be effective on the date of receipt. The right to cancel may be exercised as to the entire project, or as to any particular phase or phases, part or parts, and upon one or upon several occasions, but any termination may not be revoked except upon written consent of the parties through a supplemental Agreement to this Agreement.

Insurance

The **CONTRACTOR**, prior to execution of this Agreement, shall furnish to the **COMMISSION** the certificates of insurances as required in attached **Exhibit "X"** and made a part of this Agreement.

Diverse Business (DB) Requirements

The **CONTRACTOR** agrees to comply with the requirements set forth in the **COMMISSION'S** DB Requirements - **Exhibit X**, attached and made part of this Agreement. In particular, the **CONTRACTOR** agrees to comply with section (d) Consultant Requirements During Performance of Services.

Assignment and Delegation

The **CONTRACTOR** may not transfer, assign, or delegate any terms of this Agreement, in whole or in part, without prior written permission from the **COMMISSION**.

The **CONTRACTOR** shall not engage the services of any person or persons currently employed by the **COMMISSION**, except with the **COMMISSION's** approval.

The **CONTRACTOR** shall neither assign this contract, in part or in whole, nor the right to any monies due it under this Agreement. Any part of the work to be done or material furnished under the contract shall not be sublet except to those firms indicated as part of the team in the initial Proposal, without the **COMMISSION's** prior consent in the form of a letter signed by the *Department Head (update accordingly)*.

Governing Law

This Agreement will be interpreted according to the laws of the Commonwealth of Pennsylvania.

Observance of Laws

The **CONTRACTOR** agrees to observe all relevant federal, state, and local laws and to obtain in its name all necessary permits and licenses.

Work for Hire

Except for hardware, third party licensed software, and software previously developed by **CONTRACTOR**, all Deliverables, including but not limited to source code, software, specifications, plans, designs and engineering, drawings, data, information or other written, recorded, photographic, or visual materials, trademarks, service marks, copyrights or other Deliverables produced by **CONTRACTOR** or any supplier in the performance of this Agreement shall be deemed "Work Product". All Work Product shall be considered services for hire. Accordingly, except as set forth earlier in this paragraph, all Work Product shall be the exclusive property of the **COMMISSION**. The **CONTRACTOR** agrees to notify the **COMMISSION** in writing before using any of **CONTRACTOR's** previously developed software for services provided under this Agreement. The **CONTRACTOR** and the **COMMISSION** will honor all applicable preexisting licenses, copyrights, trademarks, service marks, and patents. If as part of an expense item under this Agreement, the **CONTRACTOR** purchases the right to any license, the agreements for the use or ownership of such license will be placed in the name of the **COMMISSION** along with all other rights and obligations. In addition, the **CONTRACTOR** will mark all **COMMISSION** content or previously unprotected work product designated by the **COMMISSION** with a notice as follows: "Pennsylvania Turnpike Commission, (Year)".

Audit/Retention of Records

CONTRACTOR and its subcontractors shall maintain books and records related to performance of

this Agreement or subcontract and necessary to support amounts charged to the **COMMISSION** in accordance with applicable law, terms and conditions of this Agreement, and generally accepted accounting practice. **CONTRACTOR** shall maintain these books and records for a minimum of three (3) years after the completion of the Agreement, final payment, or completion of any contract, audit or litigation, whichever is later. All books and records shall be available for review or audit by the **COMMISSION**, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. **CONTRACTOR** agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to **CONTRACTOR**, or subcontractor, the **COMMISSION** shall adjust future or final payments otherwise due. If no payments are due and owing to **CONTRACTOR**, or if the overpayment exceeds the amount otherwise due, **CONTRACTOR** shall immediately refund all amounts which may be due to the **COMMISSION**. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the **COMMISSION** for the recovery of any funds paid by the **COMMISSION** under this Agreement for which adequate books and records are not available to support the purported disbursement.

Dispute Resolution

All questions or disputes regarding any matter involving this Agreement or its breach shall be referred to the Board of Claims of the Commonwealth of Pennsylvania pursuant to 62 Pa.C.S.A. § 1701 *et seq.* If the Board of Claims either refuses or lacks jurisdiction, these questions or disputes shall proceed as provided in 42 Pa.C.S.A. § 7301 *et seq.* (Statutory Arbitration).

The panel of arbitrators will consist of a representative of each of the parties and a third party chosen by the representatives, or if the representatives are unable to choose, by the American Arbitration Association.

Indemnification

The **CONTRACTOR** shall be responsible for, and shall indemnify, defend, and hold harmless the **COMMISSION** and its Commissioners, officers, employees, and agents (the “Indemnified Parties”) from all claims, liabilities, damages, and costs including reasonable attorneys’ fees, for bodily injury (including death) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of **CONTRACTOR**, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the **COMMISSION**’s premises, and for breach of this Agreement regarding the use or disclosure of proprietary and confidential information where it is determined that **CONTRACTOR** is responsible for any use of such information not permitted by this Agreement. This indemnification obligation shall not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by **CONTRACTOR** or its subcontractors under any employee benefit act including but not limited to Workers’ Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

Data/Information Security Breach Notification

“Breach” shall mean any successful unauthorized acquisition, access, use, or disclosure of

COMMISSION data that compromises the security or privacy of such data.

“Commission Data” means **COMMISSION** provided information and **COMMISSION** related information acquired as a result of the services provided to **COMMISSION** under this Agreement.

CONTRACTOR shall report to the **COMMISSION** any Breach affecting **COMMISSION** Data. The notice to be provided to the **COMMISSION** by **CONTRACTOR** shall be provided without unreasonable delay and no later than within 72 hours of **CONTRACTOR**'s discovery of any Breach. A Breach shall be deemed to be discovered on the first day on which the **CONTRACTOR** knows or reasonably should have known of the Breach. The notice to be provided to the **COMMISSION** by **CONTRACTOR** shall be made in writing to the **COMMISSION**'s Information Security Officer and shall include the following content: (1) the nature of the Breach; (2) the specific Commission Data affected by the Breach; (3) the steps the **CONTRACTOR** is taking to remediate the Breach; and (4) steps the **CONTRACTOR** is taking to mitigate future Breaches. Following notification of the Breach, **CONTRACTOR** shall cooperate with the **COMMISSION**'s investigation of the Breach and provide any other information regarding the Breach or the Commission Data affected which the **COMMISSION** may reasonably request. Should notice to individuals whose information was part of Commission Data be required under any applicable data privacy law, including, but not limited to, individual state data breach notice laws or federal laws such as HIPAA and Gramm Leach Bliley Act, **CONTRACTOR** shall provide the **COMMISSION** with copies of any template notification letters and draft regulatory correspondence for **COMMISSION**'s prior approval. **CONTRACTOR** shall provide any notifications required under the applicable data privacy laws on behalf of the **COMMISSION** at the request of **COMMISSION**. The **COMMISSION** reserves the right to handle any notifications required and shall notify **CONTRACTOR** if the **COMMISSION** will be handling the required notifications. Upon request, **CONTRACTOR** shall provide the **COMMISSION** with its cyber-security policies and procedures. **CONTRACTOR** agrees to reimburse the **COMMISSION** for any and all reasonable costs associated with the **COMMISSION**'s response to **CONTRACTOR**'s Breach, including any fees associated with the **COMMISSION**'s investigation of **CONTRACTOR**'s Breach, notification costs, and any reasonable offer of credit or identity monitoring product.

Security Requirements

The Security Requirements are attached as **Exhibit X** and made a part of this Agreement.

Contractor Integrity Provisions

The Contractor Integrity Provisions are attached as **Exhibit X** and made a part of this Agreement.

Confidentiality Provisions

1. As a consequence of the performance of its duties with the **COMMISSION**, **CONTRACTOR** may learn, be given, or become aware of certain information, including, but not limited to, matters pertaining to internal communications, information, proprietary information, individually identifiable health information, trade practices, business operations, or other sensitive information

collectively known as Confidential Information. Regardless of how transmitted or received by **CONTRACTOR**, whether by receipt, sending, or merely becoming available to **CONTRACTOR** through its relationship to the **COMMISSION**, **CONTRACTOR** agrees to maintain and treat as proprietary and confidential to the **COMMISSION** all such Commission Confidential Information, and shall not discuss, reveal, or use for any purpose outside the performance of its contract with the **COMMISSION** such Commission Confidential Information. Confidential Information shall not include any information that (i) is or becomes available to the public other than as a consequence of a breach by any individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization (each a "Person") of any fiduciary duty or obligation of confidentiality, including, without limitation, catalogues, publications, product descriptions and sales literature that the **COMMISSION** has distributed to the public generally; or (ii) information which at the time of disclosure to the **CONTRACTOR** is in the public domain; or (iii) is disclosed as required by a final, unappealable court order and no suitable protective order, or equivalent remedy, is available, or (iv) the **CONTRACTOR** was aware of prior to its disclosure to the **CONTRACTOR** by the **COMMISSION** from a source not bound by a confidential obligation and the **CONTRACTOR** provides the **COMMISSION** written notice of such fact prior to the execution of this Agreement or promptly upon the **CONTRACTOR**'s learning that the information was Confidential Information; or (v) information which the **CONTRACTOR** can demonstrate with competent written evidence was independently developed by or for the **CONTRACTOR** without use of or reliance on the Confidential Information.

2. With respect to its employees, **CONTRACTOR** agrees to:

- a) require all of its employees to maintain such confidentiality;
- b) take appropriate action against its employees, officers, and subcontractors for any and all violations of this Agreement.

3. With respect to any subcontractors that **CONTRACTOR** wishes to employ to perform any of its obligations under any agreement with the **COMMISSION**, **CONTRACTOR** agrees to require any such approved subcontractor to execute written confidentiality agreements that require each such subcontractor and its employees to comply with all the requirements set forth above.

4. **CONTRACTOR** agrees that any breach of these Confidentiality Provisions may result in civil and/or criminal penalties, for **CONTRACTOR**, its officers and employees, and subcontractors.

5. Notwithstanding any other provision to the contrary, **CONTRACTOR** agrees that these provisions shall survive the termination of this and any and all agreements between the **CONTRACTOR** and the **COMMISSION**.

6. **CONTRACTOR** agrees to treat the information in the same way **CONTRACTOR** treats its own most confidential information and to inform each such person of these provisions.

7. **CONTRACTOR** agrees to immediately notify the **COMMISSION** of any information which comes to its attention which does or might indicate that there has been any loss of confidentiality

or information.

8. **CONTRACTOR** shall return to the **COMMISSION** upon demand any and all Confidential Information entrusted to it by the **COMMISSION** pursuant to this Agreement (including any and all copies, abstracts, compilations or analyses thereof and memoranda related thereto or incorporating the Confidential Information) or the **CONTRACTOR** may request permission from the **COMMISSION**, which permission may be granted or denied in the **COMMISSION**'s sole discretion, to destroy all such Confidential Information and provide a certificate of destruction to the **COMMISSION** signed by the **CONTRACTOR**. The **CONTRACTOR** further agrees that neither itself nor its employees or representatives will copy, in whole or in part, any such Confidential Information without the prior written consent of the **COMMISSION**.

9. **CONTRACTOR** agrees that if they have had or will have an SSAE16 audit that they will comply with and abide by the findings of such audit to protect **COMMISSION** information.

Execution in Counterparts

This Agreement may be executed in counterparts, including counterparts transmitted electronically or by facsimile, each of which shall constitute an original of this Agreement.

Entire Agreement

This Agreement, together with any writings either attached as exhibits or incorporated by reference, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties.

Modification

This Agreement may be modified only by a writing signed by both parties.

[SIGNATURES ARE SET FORTH ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Pennsylvania Turnpike Commission and **(Contractor Name)** have executed this Agreement by their duly authorized officers on the date written above.

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

_____	_____	_____	_____
Ann Louise Edwards	Date	Yassmin Gramian, P.E.	Date
Assistant Secretary-Treasurer		Chair	

APPROVED AS TO FORM AND LEGALITY:

_____	_____	_____	_____
Albert C. Peters II	Date	Pennsylvania Attorney General	Date
General Litigation & Contracts Counsel			

ATTEST:

(Contractor Name)

Signature _____	_____	Signature _____	_____
	Date		Date

Name _____	Name _____
------------	------------

Title _____	Title _____
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Federal Tax ID No. _____

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Pennsylvania Turnpike Commission (“Commission”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commission contracting and procurement process.

I. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. “Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. “Consent”** means written permission signed by a duly authorized officer or employee of the Commission, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commission shall be deemed to have consented by virtue of the execution of this contract.
- c. “Contractor”** means the individual or entity, that has entered into this contract with the Commission, and “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor
- d. “Financial Interest”** means either:
 - i. Ownership of more than a five percent interest in any business; or
 - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. “Gratuity”** means tendering, giving, or providing anything of monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. See Commission Policy 3.10, Code of Conduct.
- f. “Non-bid Basis”** means a contract awarded or executed by the Commission with Contractor without seeking bids or proposals from any other potential bidder or offeror.

II. In furtherance of this policy, Contractor agrees to the following:

- 1.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commission.

1. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor activity with the Commission and Commission employees and which is made known to all Contractor employees who are providing services for this agreement or who are otherwise in contact with Commission employees. Posting these Contractor Integrity Provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees working on the agreement shall satisfy this requirement.
3. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of the Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; Commission Policy 3.10, Code of Conduct or in violation of any other federal or state law in connection with performance of work under this contract, except as provided in this contract.
4. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commission in writing and the Commission consents to Contractor's financial interest prior to Commission execution of the contract. Contractor shall disclose the financial interest to the Commission at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
5. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Entities have not:
 - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c. had any business license or professional license suspended or revoked;
 - d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commission will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commission in writing if at any time during the term of the contract it becomes aware of any event which would cause

the Contractor's certification or explanation to change. Contractor acknowledges that the Commission may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

6. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
7. When Contractor has reason to believe that any breach of ethical standards as set forth in law, Commission Policy 3.10, Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commission officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commission contracting officer or the Chief Compliance Officer in writing.
8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commission in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commission for the reasonable costs of investigation incurred by the Chief Compliance Officer for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commission that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
9. Contractor shall cooperate with the Chief Compliance Officer in investigating any alleged Commission agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Chief Compliance Officer, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Chief Compliance Officer to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commission and any such subcontractor, and no third party beneficiaries shall be created thereby.

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

APPENDIX B – PROPOSER QUESTIONS FORM

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
		Proposer Name:			
#	Page	Section	Section Description	Proposer Question	Commission Response
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

APPENDIX C – PROPOSAL COVER SHEET

**Pennsylvania Turnpike Commission
Debt Collection Services RFP**

RFP# 20-10230-8784

Enclosed in three separately sealed submittals is the proposal for the Proposer identified below for the above referenced RFP:

Proposer Information:	
Proposer Company Name	
Proposer Mailing Address	
Proposer Website	
Proposer Contact Person/Title	
Contact Person's Phone Number	
Contact Person's Fax Number	
Contact Person's Email Address	
Proposer Federal ID Number	
Location of Headquarters	
Location of Office(s) Performing the Work	
Listing of all Pennsylvania Offices and Total Number of Pennsylvania Employees	

Submittals Enclosed and Separately Sealed:

<input type="checkbox"/> Technical Submittal <input type="checkbox"/> Diverse Business Participation Submittal <input type="checkbox"/> Cost Submittal
Signature
Signature of an official authorized to bind the Proposer to the provisions contained in the Proposer's proposal: _____
Print Name
Title

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs this Proposal Cover Sheet and the Proposal Cover Sheet is attached to the proposal, the requirement will be met.

APPENDIX D – SECURITY REQUIREMENTS

Pennsylvania Turnpike Commission

Security Requirements

Overview

The purpose of this document is to define the Pennsylvania Turnpike Commission's (PTC) security requirements that are applicable to vendors and business partners. The document defines general security requirements, security requirements for hosted or cloud environments, and security requirements for on-premises or physically-connected systems and devices. These requirements apply to all Information Technology product, software and services vendors.

This document must be part of all IT product, software and services procurements and must be provided to vendor at the time of procurement.

All PTC authorized users, including full-time, part-time, temporary, supplemental and summer employees, contractors, independent consultants, third parties, and employees of partners and clients of the PTC who access the PTC's information systems are within the scope of this standard.

PTC Policy Letter 8.11, Information and Operational Technology (IT/OT) Standards, delegates responsibility to the IT Department for developing and promulgating PTC technical standards and procedures. All PTC departments are required to ensure these IT standards are enforced.

General Security Requirements

1. Vendor shall supply all hosting equipment (hardware and software) required for performance of the contract and ensure maintenance and replacement as necessary to maintain compliance with the Service Level Agreement(s).
2. The vendor shall warrant all system/software to be delivered free of malware or other malicious or destructive code.
3. All application code should be written to comply with secure coding guidelines such as the Open Web Application Security Project (OWASP). Scans on custom code should be performed and reviewed to identify coding vulnerabilities prior to moving to production.
4. In the event of adverse risk findings through an audit or assessment, the vendor shall cooperate with the Commission in remediating any risks to the system, including complying with requests to temporarily take the system offline or otherwise limit access to the system during remediation if warranted.
5. Vendors must have a plan for compliance with all applicable breach notification laws, including Pennsylvania's Breach of Personal Information Notification (73 P.S. Section 2301 et. seq.).
6. The Commission must be notified in writing within 72 hours of the earliest indication or report of a potential breach or unintended disclosure of confidential information.
7. Incident response actions that may affect confidential information must be conducted quickly and with ample resources. Vendor must hire a professional third-party incident response team if its inhouse resources do not have sufficient skill or availability.
8. The Commission shall have the right to view all incident response evidence, reports, communications, and related materials, affecting Commission systems, upon request.

9. If requested by the Commission, or if required by law, the vendor, at its own cost and expense, shall notify in writing all persons affected by the incident.
10. The vendor is responsible for hardening all devices to run only the services required to support the application. All unnecessary services must be disabled (for example, UPnP, SLP, etc.).
11. If Commission user service disruptions are expected, the change must be approved by the Change Review Board (CRB) before implementation.
12. No generic user accounts for shared resources will be permitted.
13. Audit logs must be implemented for all systems. All actual or attempted violations of system security must generate an audit log. Audit logs must be secured against unauthorized access or modification.
14. All account credentials (username/password) must be encrypted during transmission.
15. All administrator account passwords and SNMP community strings must be changed from the manufacturer's default values to a hardened value.
16. Any request for access to Commission systems for a non-Commission employee shall include criminal background information furnished by the vendor. The criminal background check must comply with state and federal law, and include the results of a PA State-wide check (ePATCH), in addition to a National Criminal Information Database check. If a consultant is working offshore, results of an international background check will be required. IT Security will specify detailed background check requirements based upon the user's country of origin. Access will not be provided until required background checks and documentation are completed and provided by the vendor.

Hosted/Cloud-Based Security Requirements

1. The Commission's data must be located and remain within the continental United States.
2. Vendor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth, service capacity, and ensure its data center and/or other vendors performing subcontracted services have industry standard physical, technical, human, and administrative controls.
3. Vendor shall house all services and equipment in an operational environment that meets industry standards including climate control, fire and safety hazard detection, redundancy, electrical needs, and physical security.
4. If Commission employee access is required, then the latest version of ADFS (Active Directory Federated Services), using the latest version of SAML, must be used for authentication and authorization, and the Identity Source must be either the Commission's on-premises ADFS installation or the Commission's Azure AD instance.
5. When SAML authentication is used for cloud-hosted systems, the vendor must use Provider-side Initiated authentication.
6. All cloud-based/hosted systems using HTTPS, or any other protocol using SSL/TLS, must use TLS 1.2 or later with a key size no smaller than 2048 bits.
7. For public-facing systems, the vendor shall utilize a third-party certificate provider who is a recognized and trusted authority in the industry.
8. The vendor is responsible for sending the Commission system/network vulnerability scan results upon request.

9. The vendor will supply firewall and IPS logs for malicious intrusion and access attempts into hosted Commission systems upon request.
10. Vendors must have, and upon request by the Commission, shall provide copies of its information security policies that cover the following elements:
 - Data classification and privacy
 - Security training and awareness
 - Systems administration, patching, and configuration
 - Application development and code review
 - Incident response
 - Workstation management, mobile devices, and antivirus
 - Backups, disaster recovery, and business continuity
 - Regular audits and testing
 - Requirements for third-party business partners and contractors
 - Compliance with information security or privacy laws, regulations, or standards
11. The vendor shall allow the Commission, or an agreed upon third party, to perform security assessments, vulnerability assessments, or audits of systems that contain Commission data.
12. For systems hosted off the Commission's network, an industry-accepted endpoint protection solution must be operated on all hosting servers.

On-Prem/Physically-Connected Security Requirements

1. The Commission's IT Security Team must be allowed to scan, for security vulnerabilities, any new equipment and/or changes to existing equipment before implementation.
2. The Commission's IT Security team must be given administrator-level access to all installed equipment for incident response and security assessment.
3. All Microsoft Windows-based systems, connected to the Commission's network, will be joined to the Commission's Active Directory domain and will be patched by the Commission's IT staff on a monthly-basis at a minimum.
4. The vendor is responsible for updating all non-Windows systems, not operated or administered by the Commission, to the vendors' latest recommended level.
5. If remote access is needed, the vendor must use HorizonView. If using VPN for remote access, a Commission-owned and managed device is required.
6. If local connectivity to the Commission's network is needed, a Commission-owned and managed device is required. Vendor-owned devices are not permitted to be connected to the network.
7. The vendor's system/software must co-exist with all industry accepted endpoint software with no exceptions.
8. The vendor must provide the necessary directory and file exclusions to allow the system/software to operate as intended.

APPENDIX E – INSURANCE REQUIREMENTS

Pennsylvania Turnpike Commission Insurance Specification

Before starting any work, the Contractor will maintain the following minimum levels of insurance at Contractor's own expense. Contractor shall furnish Certificates of Insurance showing the coverages as outlined below. No work may be performed until the required evidence of Insurance is provided in accordance with the terms of the contract. Contractor shall be responsible for ensuring that all Subcontractors hired by the Contractor are properly insured. Contractor shall not permit any such Subcontractors to start work until such evidence has been provided to the Contractor.

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".
- b) Contractor shall not have a Self-Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Contractor. If Contractor's policy(ies) has a Self-Insured Retention exceeding this amount, approval must be received from the Commission prior to starting work. In the event any policy includes an SIR, the Contractor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
- c) All insurance required herein, except for Professional Liability, Network Security and Privacy Liability and Crime, shall be written on an "occurrence" basis.
- d) The Contractor's insurance carrier(s) shall agree to provide at least thirty (30) days prior written notice to the Commission in the event coverage is canceled or non-renewed unless cancellation is for non-payment of premium. In the event of cancellation or non-renewal of coverage(s) for any reason, it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

If the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e) Contractor shall provide the Commission with Certificates of Insurance, showing the insurance coverages listed below, ten days prior to the start of work and thereafter upon renewal or replacement of each coverage. The Contractor shall not begin any work until the Commission has reviewed and approved the Certificate of Insurance.

Failure of the Commission to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Commission to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

- f) The Commission, and its Commissioners, officers, employees and agents shall be added as ADDITIONAL INSURED(S) on all required liability policies (except

Workers' Compensation, Professional Liability, Network Security and Privacy Liability and Crime) for ongoing operations and completed operations on a primary noncontributory basis.

There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage".

- g) Waiver of Rights of Subrogation: Contractor shall waive all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the required insurance (except Professional Liability, Network Security and Privacy Liability and Crime).
- h) The amount of insurance in the required coverages shall not be construed to be a limitation of the liability on the part of the Contractor.
- i) The carrying of insurance described below shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
- j) Any type of insurance or any increase in limits of liability which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- k) Contractor shall promptly notify the Commission and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Contractor arising in the course of operations under the contract. The Contractor shall forward such documents received to its insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

1. Workers' Compensation and Employer's Liability:

Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:

- 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:

Provided on standard ISO forms or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

- a) Occurrence Form with the following minimum limits:

- (1) General Aggregate: \$2,000,000
- (2) Products/Completed Operations Aggregate: \$2,000,000
- (3) Each Occurrence: \$1,000,000
- (4) Personal and Advertising Injury: \$1,000,000

3. Automobile Liability:

- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or “Any Auto”). If Contractor does not have any Owned Vehicles, Contractor is still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above
- b) Minimum per Accident Combined Single Limit \$1,000,000

4. Commercial Umbrella Liability:

- a) Policy(ies) to apply on a Following Form Basis of the following:
 - (1) Commercial General Liability,
 - (2) Automobile Liability, and
 - (3) Employers Liability Coverage.
- b) Minimum Limits of Liability
 - Occurrence Limit: \$4,000,000
 - Aggregate Limit (where applicable): \$4,000,000

5. Professional Liability/Errors & Omissions Insurance:

- a) The definition of “Covered Services” shall include the services required in the scope of this contract.
- b) Minimum Limits of Liability:
 - Per Claim: \$2,000,000
 - Aggregate: \$2,000,000
- c) If the policy is issued on a claims-made form, the following requirements will apply:
 - 1. The retroactive date must be on or before the start of work under this contract;
 - 2. In the event of policy cancellation or non-renewal, the Contractor must purchase “tail coverage/an extended reporting period” or maintain coverage for a period of three (3) years after the completion of their work/final payment.

6. Network Security and Privacy Liability:

- a) Contractor shall maintain the following coverage including but not limited to:
 - (1) Network Security Liability for third party liability arising out of hacking, network system intrusions, unauthorized access/use to data or systems, distribution of malicious code, denial of service and cyber extortion.
 - (2) Privacy Liability for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and /or protected health information that may arise from their work with this contract.

- b) Minimum Limits of Liability:
 - Per Claim: \$2,000,000
 - Aggregate: \$2,000,000
- c) Privacy Breach notification and Credit Monitoring: Minimum \$2,000,000 Per Occurrence

7. **Crime Insurance:**

- a) Include the Employee Theft and Theft, Disappearance and Destruction coverage parts. The Employee Theft Coverage part shall include the Clients' Property Endorsement (ISO Form CR 04 01, or its equivalent).
- b) Minimum Limits of Liability: Per Occurrence: \$1,000,000

APPENDIX F – DIVERSE BUSINESS (DB) REQUIREMENTS

Pennsylvania Turnpike Commission DIVERSE BUSINESS (DB) REQUIREMENTS

Diverse Business Participation. The Commission is committed to Diverse Business (DB) participation on competitive contracting opportunities. Firms or entities that have not previously performed work or provided services to the Commission are encouraged to respond to the solicitations. RFPs may include DB participation as part of the criteria for the evaluation of proposals, and the Commission may consider DB participation as a selection factor.

Minimum Participation Level (MPL). The minimum participation level (MPL) for the inclusion of DBs will be established in the RFP/advertisement as a percentage.

(a) General Requirements. Section 303 of Title 74 of the Pennsylvania Consolidated Statutes, 74 Pa.C.S. § 303, requires proposer on contracts funded pursuant to the provisions of Title 74 (Transportation) and 75 (Vehicle Code) administered and issued by the Commission to make Good Faith Efforts to solicit subconsultants that are Diverse Businesses (DBs) as defined in Section 303. The DB requirements of Section 303 apply to this contract.

Section 303 requires proposers to make Good Faith Efforts, as described below, to solicit subconsultants that are DBs during the proposal process to maximize participation of DBs in competitive contracting opportunities.

The Commission is committed to participation by DBs and will enforce the requirements of Section 303 and this section. Failure to make Good Faith Efforts and demonstrate such Good Faith Efforts in the solicitation of subconsultants may result in the proposer being declared ineligible for the contract.

Proposers shall document and submit to the Commission all Good Faith Efforts, as described in this section, to solicit subconsultants that are DBs during the solicitation process.

Proposers are encouraged to utilize and give consideration to consultants offering to utilize DBs in the selection and award of contracts.

Proposers shall not discriminate on the basis of gender, race, creed or color in the award and performance of contracts in accordance with 62 Pa.C.S. §3701.

Failure to comply with the requirements of Section 303 or this specification may result in the imposition of sanctions as appropriate under section 531 of the Procurement Code, 62 Pa.C.S. § 531 relating to debarment and suspension.

The Commission's Director of the Office of Diversity and Inclusion, or designee, is designated the Responsible Official who shall supervise the DB program and ensure that the Commission complies with the DB program.

(b) Definitions. The following definitions apply to terms used in this specification:

1. Disadvantaged Business – A business that is owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial, social, ethnic prejudice or cultural bias.

2. Diverse Business – A disadvantaged business, minority-owned or women-owned business or service-disabled veteran-owned or veteran-owned small business that has been certified by a third-party certifying organization.

3. Minority-owned Business – A business owned and controlled by a majority of individuals who are African Americans, Hispanic Americans, Native Americans, Asian Americans, Alaskans or Pacific Islanders.

4. Professional Services – An industry of infrequent, technical or unique functions performed by independent contractors or consultants whose occupation is the rendering of the services, including: (1)

design professional services as defined in 62 Pa.C.S. § 901 (relating to definitions); (2) legal services; (3) advertising or public relations services; (4) accounting, auditing or actuarial services; (5) security consultant services; (6) computer and information technology services; and (7) insurance underwriting services.

5. Pro Forma Effort-The act of completing a form or document identifying efforts to solicit DBs for a project in order to satisfy criteria with little or no expectation that the DBs contacted or identified will perform any of the work.

6. Service-Disabled Veteran-Owned Small Business – A business in the United States which is independently owned and controlled by a service-disabled veteran(s), not dominant in its field of operation, and employs 100 or fewer employees.

7. Subconsultant- Any individual, partnership, firm, or corporation entering into a contract with the prime consultant for work under the contract, including those providing professional and other services.

8. Third-party Certifying Organization – An organization that certifies a small business, minority-owned business, women-owned business or veteran-owned small business as a diverse business. The term includes: (1) the National Minority Supplier Development Council; (2) the Women’s Business Development Enterprise National Council; (3) the Small Business Administration; (4) The Department of Veteran Affairs; (5) the Pennsylvania Unified Certification Program.

9. Veteran-owned Small Business –A small business owned and controlled by a veteran or veterans.

10. Women-Owned Business – A business owned and controlled by a majority of individuals who are women.

(c) Actions Required by Proposer during the procurement/consultant selection phase

1. Submission Requirements – Consultant Responsiveness.

- a. **Minimum Participation Level (MPL) Documentation** - If the documentation submitted with the proposal demonstrates that the proposer has identified DBs sufficient to meet the MPL established for this contract, the proposer will be deemed to have satisfied the DB requirement during this phase. The proposer is required to provide the business name and business address of each DB and supporting documentation that includes proof of certification.

If the consultant’s proposal demonstrates the consultant’s inability to meet the MPL established for this contract, the proposer shall demonstrate Good Faith Efforts with its proposal. Failure to submit the required documentation demonstrating Good Faith Efforts as further described below with the proposal may result in a rejection of the proposal.

- b. If no MPL has been established for this contract, the proposer is required to either provide a statement of intent that it will self-perform 100% of the work for the agreement, or demonstrate Good Faith Efforts to solicit subconsultants that are DBs. In either case documentation shall be provided with the proposal.

Failure to submit the required information identified above with the proposal may result in a rejection of the proposal.

2. Good Faith Effort Requirements: The documentation of Good Faith Efforts must include the business name and business address of each DB considered. Supporting documentation must also include proof of certification and any explanation of Good Faith Efforts the proposer would like the Commission to consider. Any services to be performed by a DB are required to be readily identifiable to the agreement. Good Faith efforts are demonstrated by seeking out DB participation in the project given all relevant circumstances. The Commission requires the proposer to demonstrate more than Pro Forma Efforts. Evidence of Good Faith Efforts includes, but is not limited to:

- a. Consultant solicits through all reasonable and available means the interest of all certified DBs with the capacity to perform the scope of work set forth in the agreement.
- b. The proposer must provide written notification at least 5 business days before proposals are due to allow the DBs to respond to the solicitation.
- c. The proposer must determine with certainty if DBs are interested by taking appropriate steps to follow up initial solicitations.
- d. The proposer must make efforts to select portions of the work to be performed by DBs to include, where appropriate, breaking out contract work into economically feasible units to facilitate DB participation;
- e. It is the proposer's responsibility to make a portion of the work available to DBs and, to select those portions of the work, so as to facilitate DB participation.
- f. The proposer shall provide evidence of such negotiations that include the names, addresses, and telephone numbers of DBs considered; A description of the information provided regarding the required work and services for the work selected for subconsultants; and evidence as to why additional agreements could not be reached for DBs to perform the work.
- g. Proposers cannot reject or withhold solicitation of DBs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- h. The DB's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example union v. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the proposer's efforts to meet the Good Faith Efforts requirement.
- i. Efforts to assist interested DBs in obtaining bonding, lines of credit or insurance.

3. Actions Taken by the Commission. As part of the proposal review process, the Commission will review the submissions to determine whether the proposer has complied with Section 303 and this requirement in the selection of DB subconsultants. The Commission will determine whether the proposer has either met the MPL or provided acceptable documentation as noted above. The Commission reserves the right to contact proposers for clarification during the review and negotiation process.

If the Commission determines that the proposer has failed to either meet the MPL or provide acceptable documentation as noted above, the proposal may be rejected.

(d) Consultant Requirements During Performance of Services.

1. Replacement of a DB Subconsultant. Consultant must continue good faith efforts through completion of the contract. The obligation to make Good Faith Efforts to solicit subconsultants for any type of service extends to additional work required for any service which is identified to be performed by a DB. If at any time during the performance of the work, it becomes necessary to replace or add a subconsultant that is a DB, the consultant, as appropriate, shall immediately notify the Commission and seek approval in writing in accordance with the Agreement of the need to replace the DB, which notice shall include the reasons for the replacement. If a prime consultant who originally indicated that it would self-perform all work subsequently decides to use a subconsultant for any work under the contract, the consultant must

submit documentation of all Good Faith Efforts as to the work for which a subconsultant is obtained.

2. Records. Maintain project records as are necessary to evaluate DB compliance and as necessary to perform the reporting function addressed below. Maintain all records for a period of 3 years following acceptance of final payment. Make these records available for inspection by the Commission, its designees or agents. These records should indicate:

2.a. The number of DB and non-DB subconsultants and the type of services performed on or incorporated in this project.

2.b. The progress and efforts made in seeking out DB subconsultant organizations and individual DB consultants for work on this project to increase the amount of DB participation and/or to maintain the commitments made at the time of the proposal to DBs.

2.c. Documentation of all correspondence, contacts, telephone calls, and other contacts made to obtain the service of DBs on this project.

3. Reports. Maintain monthly reports and submit reports as required by the Commission concerning those contracts and other business executed with DBs with respect to the records referred to in subsection (e)2. above in such form and manner as prescribed by the Commission. At a minimum, the Reports shall contain the following:

3.a The number of Contracts with DBs noting the type of services provided, including the execution date of each contract.

3.b The amounts paid to each DB during the month, the dates of payment, and the overall amounts paid to date. If no payments are made to a DB during the month, enter a zero (\$0) payment.

3.c Upon request and upon completion of individual DB firm's work, submit paid invoices or a certification attesting to the actual amount paid. In the event the actual amount paid is less than the award amount, a complete explanation of difference is required.

4. Subconsultant Contracts

4.a. Subcontracts with DB firms will not contain provisions waiving legal rights or remedies provided by laws or regulations of the Federal Government or the Commonwealth of Pennsylvania or the Commission through contract provisions or regulations.

4.b. Prime consultant will not impose provisions on DB subconsultants that are more onerous or restrictive than the terms of the prime's contract with non-DBs.

4.c. Executed copies of subcontracts/purchase orders are to be received by the Commission before the commencement of work by the DB.

5. Payments to DB Subconsultants. Payments to DBs are to be made in accordance with the prompt payment requirements of Chapter 39, Subchapter D of the Procurement Code, 62 Pa.C.S. §3931 et seq. Performance of services by a DB subconsultant in accordance with the terms of the contract entitles the subconsultant to payment.

(e) Actions to be Taken by Commission After Performance of Services. Following completion of the Consultant's services, the Director of the Commission's Office of Diversity and Inclusion or his/her

designee will review the overall DB participation to assess the Consultant's compliance with Section 303 and this contract. Appropriate sanctions may be imposed under 62 Pa.C.S. § 531 (relating to debarment or suspension) for a Consultant's failure to comply with Section 303 and the requirements of the contract.

APPENDIX G – DEBT COLLECTION VOLUMES AND STATISTICS

Fiscal Year 2018 (6/1/17 to 5/31/18)						
Debt Type		Annual # Placed	Annual \$ Value Placed	*Avg # Placed	*Avg \$ Value Placed	% Collected
PRE	Monthly	20,786	\$ 1,076,553	1,732	\$ 89,713	43.18%
VIO	Weekly	262,035	\$ 39,916,629	21,836	\$ 3,326,386	10.78%
TBP	Daily	318,622	\$ 11,634,551	26,552	\$ 969,546	23.90%
COP	Monthly	42,355	\$ 2,752,934	3,530	\$ 229,411	11.77%
DV	Monthly	510	\$ 53,035	43	\$ 4,420	3.13%

*Monthly Average Used

Fiscal Year 2019 (6/1/18 to 5/31/19)						
Debt Type		Annual # Placed	Annual \$ Value Placed	Avg # Placed	Avg \$ Value Placed	% Collected
PRE	Monthly	22,744	\$ 1,203,400	1,895	\$ 100,283	40.31%
VIO	Weekly	315,120	\$ 54,458,032	26,260	\$ 4,538,169	9.82%
TBP	Daily	451,781	\$ 16,637,893	37,648	\$ 1,386,491	22.35%
COP	Monthly	51,605	\$ 3,203,032	4,300	\$ 266,919	9.32%
DV	Monthly	262	\$ 27,857	22	\$ 2,321	6.39%

Fiscal Year 2020 to date (6/1/19 to 4/30/20)						
Debt Type		Annual # Placed	Annual \$ Value Placed	Avg # Placed	Avg \$ Value Placed	% Collected
PRE	Monthly	27,076	\$ 1,868,036	2,461	\$ 169,821	28.73%
VIO	Weekly	303,649	\$ 61,874,382	27,604	\$ 5,624,944	8.52%
TBP	Daily	518,020	\$ 22,253,958	47,093	\$ 2,023,087	16.49%
COP	Monthly	50,614	\$ 4,356,041	4,218	\$ 363,003	4.92%
DV	Monthly	178	\$ 18,687	16	\$ 1,699	2.19%

The PTC will no longer be issuing toll violation notices to non E-ZPass customers. Customers who do not have E-ZPass will be issued a TOLL BY PLATE invoice for tolls incurred while traveling on the Pennsylvania Turnpike. Volumes and amounts that are included in the VIO and COP categories may represent the volume and amounts of unpaid TOLL BY PLATE activity that may be referred to collections.

APPENDIX H-1 – PTC DIRECT DV INTERFACE
CONTROL DOCUMENT (ICD) FILE
SPECIFICATIONS

Pennsylvania Turnpike Commission Direct Disabled Vehicle (DV) Internal Control Document (ICD) File Specification

1. Disabled Vehicle

1.1 Disabled Vehicle New Assignment File

This file contains new Disabled Vehicle debt assignment records to be placed into collections with the Contractor.

Initiating Party: PTC

Frequency: TBD

File Name:

From PTC: PTC-DV-NEW-yyyymmddhhmm.txt

	Description	Max Length	Format	Values / Notes
1	Account Number	10	Numeric	PTC Account Number
2	Name	35	Alpha	
3	Street	35	Alphanumeric	
4	City	35	Alpha	
5	State	2	Alpha	
6	Zip Code	10	Numeric	
7	Invoice Number	10	Numeric	
8	Reference#	10	Alphanumeric	Provides details such as Tow, Flat Tire, or Service
9	Text	50	Alphanumeric	Additional text details
10	Invoice Date	8	MMDDYYYY	PTC Invoice Date
11	Amount	10	Numeric	
12	Collection Fee	10	Numeric	
13	Total	10	Numeric	Calculation of Amount + Collection Fee
14	Date Sent	8	MMDDYYYY	Date Sent to Collection Agency

1.2 Disabled Vehicle Payment File

This file contains Disabled Vehicle debt payments and payment reversals by either the Contractor or PTC for the assignment of records sent to the Contractor.

Initiating Party: Contractor or PTC, the party receiving the payment notifies of receipt.

Frequency: TBD

Type: Tab Delimited

File Name:

From CON: CON-DV-PAY-yyyymmddhhmm.txt

From PTC: PTC-DV-PAY-yyyymmddhhmm.txt

	Description	Max Length	Format	Values / Notes
1	Account Number	10	Numeric	PTC Account Number
2	Name	35	Alpha	
3	Street	35	Alphanumeric	
4	City	35	Alpha	
5	State	2	Alpha	
6	Zip Code	10	Numeric	
7	Invoice Number	10	Numeric	
8	Reference#	10	Alphanumeric	Provides details such as Tow, Flat Tire, or Service
9	Text	50	Alphanumeric	Additional text details
10	Invoice Date	8	MMDDYYYY	PTC Invoice Date
11	Date Paid	8	MMDDYYYY	
12	Date Placed	8	MMDDYYYY	Date Sent to Collection Agency
13	Days Paid	5	MMDDYYYY	Calculation of Date Paid less Date Placed
14	Tolls Paid	10	Numeric	Tolls portion of the payment
15	Fees Paid	10	Numeric	Collection Fee portion of the payment
16	Balance Due	10	Numeric	Customer balance after payment applied

1.3 Disabled Vehicle Adjustments File

This file will contain Disabled Vehicle adjustments taken by the PTC for assigned debt accounts.

Initiating Party: PTC

Frequency: Daily

Type: Tab Delimited

File Name:

From PTC: PTC-DV-ADJ-yyyymmddhhmm.txt

	Description	Max Length	Format	Values / Notes
1	Account Number	10	Numeric	PTC Account Number
2	Name	35	Alpha	
3	Street	35	Alphanumeric	
4	City	35	Alpha	
5	State	2	Alpha	
6	Zip Code	10	Numeric	
7	Invoice Number	10	Numeric	
8	Reference#	10	Alphanumeric	Provides details such as Tow, Flat Tire, or Service
9	Text	50	Alphanumeric	Additional text details
10	Invoice Date	8	MMDDYYYY	PTC Invoice Date
11	Date Paid	8	MMDDYYYY	
12	Date Placed	8	MMDDYYYY	Date Sent to Collection Agency
13	Days Paid	10	Numeric	Calculation of Date Paid less Date Placed
14	Tolls Written Off	10	Numeric	
15	Fees Written Off	10	Numeric	Collection fee written off
16	Balance Due	10	Numeric	Customer balance after adjustments applied

1.4 Disabled Vehicle Time Expired File

This file contains Disabled Vehicles that the Contractor returns to the PTC because the collection time period expired. The collection time is three (3) years.

Initiating Party: Contractor

Frequency: Monthly

Type: Tab Delimited

File Name:

From CON: PTC-CON-DV-EXPIRE-yyyyymmddhhmm.txt

	Description	Max Length	Format	Values / Notes
1	TYPE	3	Alpha	DV
2	Account Number	10	Numeric	PTC Account Number
3	Invoice Number	10	Numeric	

APPENDIX H-2 – PTC CUSTOMER SERVICE
CENTER (CSC) INTERFACE CONTROL DOCUMENT
(ICD) FILE SPECIFICATIONS

**Pennsylvania Turnpike Commission
Customer Service Center (CSC) Interface Control Document (ICD) File Specifications**

This document contains the file formats to be used to exchange collections information between Debt Collection Contractor (Contractor) and the Pennsylvania Turnpike Commission (PTC). Because of the PTC’s intent to use more than one Contractor to perform these services, all contractors will be required to accept and provide information using the same specifications.

General Specifications

1. All files will be placed on the Contractor sftp server. PTC will be provided with the proper credentials so that they may send and receive files.
2. Both Contractor and PTC are responsible for removing files after they have been retrieved. The SFTP server needs to remain clean and will only contain files that have not been retrieved.
3. All files will be tab-delimited with DOS line terminators (CR/LF).
4. When no records qualify to be included in a file, empty (zero-length) files will not be sent.
5. Negative values for monetary fields will be indicated by the use of a negative sign preceding the number. No sign will be included if the value is positive. EXAMPLE: Positive value 18.50;
Negative value -18.50

Debt Types

This ICD covers the following PTC debt types:

- 1) Toll by Plate Debt
- 2) Prepaid Debt
- 3) Disabled Vehicles (ICD is in Appendix F-1)

Debt Type	Code
TOLL BY PLATE	TBP
Prepaid	PRE
Disabled Vehicle	DV

1. TOLL BY PLATE DEBT

1.1. TOLL BY PLATE New Assignment File

This file contains new Toll by Plate debt assignment records to be placed into collections at Contractor.

Initiating Party: PTC

Frequency: TBD

Type: Tab delimited

File Name: PATPK-PTC-TBP-NEW-yyyyymmddhhmmss.txt

SFTP File Destination: TBD

	Description	Max Length	Format	Values / Notes
1	Type	3	Alpha	TBP – TOLL BY PLATE
2	Account Number	10	Numeric	
3	Notice/Invoice Number	10	Numeric	Invoice for TBP type
4	Invoice Date	8	MMDDYYYY	Date listed on the TBP Invoice
5	Debtor Last Name	60	Alphanumeric	Customer last name or business name
6	Debtor First Name	20	Alphanumeric	
7	Debtor Name Type	1	Alpha	P - person, B - business
8	Debtor Street Add 1	30	Alphanumeric	
9	Debtor Street Add 2	30	Alphanumeric	
10	Debtor City	17	Alpha	
11	Debtor State	2	Alpha	
12	Debtor Zip Code	9	Numeric	
13	Debtor Telephone	10	Numeric	
14	Present Balance	11	#####.##	Unpaid toll amount by the time the file is created
15	PTC Collection Fee	6	###.##	Collection fee added by PTC
16	Claim Referral Date	8	MMDDYYYY	Date when file is created

1.2. TOLL BY PLATE Basis of Liability Detail File

This file contains trip details for the assignment records included in the Toll by Plate New Assignment File.

Initiating Party: PTC

Frequency: TBD

Type: Tab delimited

File Name: PATPK-PTC-TBP-BOL-yyyymmddhhmmss.txt

SFTP File Destination: TBD

	Description	Max Length	Format	Values / Notes
1	Type	3	Alpha	TBP – TOLL BY PLATE
2	Account Number	10	Numeric	
3	Notice/Invoice Number	10	Numeric	Invoice for TBP type
4	Violation/Transaction Date/Time	14	DDMMYYYYHHMMSS	Transaction Date/Time for TBP
5	Plaza ID	3	Numeric	
6	Lane No	2	Numeric	
7	Class	1	Alphanumeric	
8	License Plate State	2	Alpha	
9	License Plate Number	12	Alphanumeric	

1.3. TOLL BY PLATE Payment File

The file will contain TOLL BY PLATE debt payments and payment reversals by either Contractor or PTC for the assignment records sent to Contractor.

Initiating Party: Contractor or PTC (When Contractor sends a payment/reversal to PTC, PTC will not send it back to Contractor. When PTC sends a payment/reversal to Contractor, Contractor will not send it back to PTC.)

Frequency: Daily

Type: Tab delimited

File Name:

From CON: PATPK-CON-TBP-PAY-yyyymmddhhmmss.txt (CON is Contractor)

From PTC: PATPK-PTC-TBP-PAY-yyyymmddhhmmss.txt

SFTP File Destination: TBD

	Description	Max Length	Format	Values / Notes
1	Type	3	Alpha	TBP
2	Account Number	10	Numeric	PTC account number
3	Notice/Invoice Number	10	Numeric	Invoice for TBP type
4	Transaction Date	8	MMDDYYYY	Payment Transaction Date
5	Toll Amount Paid	10	#####.##	Positive value decreases balance, negative value increases balance.
6	PTC Collection Fee Amount Paid	10	#####.##	Positive value decreases balance, negative value increases balance.
7	Total Amount Paid	10	#####.##	Positive value decreases balance, negative value increases balance. NOTE: Toll Amount Paid + PTC Collection Fee Amount Paid = Total Amount Paid. PTC will not verify the accuracy of the amount Contractor lists in the Total Amount field and will load a file even when the Total Amount is incorrect.
8	Payment Method	15	Alpha	ACH DEBIT, CASH, CHECK, CREDIT CARD, MONEY ORDER, NSF (Returned Check, CB (Chargeback)
9	Transaction Source	3	Alpha	From CON = Contractor From PTC = PTC
10	CON Collection Fee Amount Paid	10	#####.##	From CON = XX% Collection Agency Contractor Fee; can be positive or negative From PTC = Blank

1.4. TOLL BY PLATE Adjustment File

The file will contain Toll by Plate adjustments taken by either Contractor or PTC for the assignment records sent to Contractor.

Initiating Party: Contractor or PTC (When Contractor sends an adjustment to PTC, PTC will not send it back to Contractor. When PTC sends an adjustment to Contractor, Contractor will not send it back to PTC.)

Frequency: Daily

Type: Tab delimited

File Name:

From CON: PATPK-CON-TBP-ADJ-yyyymmddhhmmss.txt (CON is Contractor)

From PTC: PATPK-PTC-TBP-ADJ-yyyymmddhhmmss.txt

SFTP File Destination: TBD

	Description	Max Length	Format	Values / Notes
1	Type	3	Alpha	TBP
2	Account Number	10	Numeric	PTC account number
3	Notice/Invoice Number	10	Numeric	Invoice for TBP type
4	Transaction Date	8	MMDDYYYY	
5	Toll Amount Adjusted	10	#####.##	Positive value decreases balance, negative value increases balance.
6	PTC Collection Fee Amount Adjusted	10	#####.##	Positive value decreases balance, negative value increases balance.
7	Total Amount Adjusted	10	#####.##	Positive value decreases balance, negative value increases balance. NOTE: Toll Amount Adjusted + Collection Fee Amount Adjusted = Total Amount Adjusted. PTC will not verify the accuracy of the amount Contractor lists in the Total Amount field and will load a file even when the Total Amount is incorrect.
8	Transaction Source	3	Alpha	From CON = Contractor From PTC = PTC

1.5. TOLL BY PLATE Recall File

The file will contain TOLL BY PLATE invoices that the PTC requests Contractor cease collection efforts and return to the PTC.

Initiating Party: PTC

Frequency: Weekly

Type: Tab delimited

File Name:

From CON: PATPK-CON-TBP-RECALL-yyyymmddhhmmss.txt (CON is Contractor)

From PTC: PATPK-PTC-TBP-RECALL-yyyymmddhhmmss.txt

SFTP File Destination: TBD

	Description	Max Length	Format	Values / Notes
1	Type	3	Alpha	TBP
2	Account Number	10	Numeric	PTC Account Number
3	Notice/Invoice Number	10	Numeric	Invoice Number for TBP type
4	License Plate	10	Alphanumeric	
5	License Plate State	2	Alpha	

1.6. TOLL BY PLATE Account Number Update File

The file will contain an update to the account number associated with any TBP invoice previously sent to Contractor by the PTC.

Initiating Party: PTC (When PTC sends an account number update Contractor, Contractor will not send it back to PTC.)

Frequency: Daily

Type: Tab delimited

File Name:

From CON: PATPK-CON-TBP-ACCTNUM-yyyymmddhhmmss.txt (CON is Contractor)

From PTC: PATPK-PTC-TBP-ACCTNUM-yyyymmddhhmmss.txt

SFTP File Destination: TBD

	Description	Max Length	Format	Values / Notes
1	Type	3	Alpha	TBP
2	Account Number	10	Numeric	Current PTC Account Number
3	Notice/Invoice Number	10	Numeric	Invoice Number for TBP debt type
4	Account Number	10	Numeric	Update/New PTC Account Number
5	Transaction Source	3	Alpha	From CON = Contractor From PTC = PTC

It is intended that only the PTC will generate this file to Contractor.

1.7. TOLL BY PLATE Collection Time Expired File

The file will contain TOLL BY PLATE invoices that Contractor returns to the PTC because the collection time period expired. The collection time is three (3) years.

Initiating Party: CON (CON is Contractor)

Frequency: Monthly

Type: Tab delimited

File Name:

From CON: PATPK-CON-TBP-EXPIRE-yyyymmddhhmmss.txt (CON is Contractor)

	Description	Max Length	Format	Values / Notes
1	Type	3	Alpha	TBP
2	Account Number	10	Numeric	PTC Account Number
3	Notice/Invoice Number	10	Numeric	Invoice Number for TBP type

It is intended that only Contractor will generate this file to PTC.

2. Prepaid Debt

2.1. Prepaid New Assignment File

This file contains new Prepaid debt assignment records to be placed into collections at Contractor.

Initiating Party: PTC

Frequency: TBD

Type: Tab delimited

File Name: PATPK-PTC-PRE-NEW-yyyyymmddhhmmss.txt

SFTP File Destination: TBD

	Description	Max Length	Format	Values / Notes
1	Type	3	Alpha	PRE - Prepaid
2	Account Number	10	Numeric	
3	Notice/Invoice Number	10	Numeric	Invoice Number for PRE
4	Debtor Last Name	60	Alphanumeric	Customer last name or business name
5	Debtor First Name	20	Alphanumeric	
6	Debtor Name Type	1	Alpha	P - person, B - business
7	Debtor Street Add 1	30	Alphanumeric	
8	Debtor Street Add 2	30	Alphanumeric	
9	Debtor City	17	Alpha	
10	Debtor State	2	Alpha	
11	Debtor Zip Code	9	Numeric	
12	Debtor Telephone	10	Numeric	
13	Present Balance	11	#####.##	Unpaid amount at the time the file is created
14	PTC Collection Fee	6	###.##	Collection Fee added by PTC
15	Claim Referral Date	8	MMDDYYYY	Date when file is created

2.2. Prepaid Payment File

The file will contain Prepaid debt payments and payment reversals by either Contractor or PTC for the assignment records sent to Contractor.

Initiating Party: CON or PTC (When Contractor sends a payment/reversal to PTC, PTC will not send it back to Contractor. When PTC sends a payment/reversal to Contractor, Contractor will not send it back to PTC.)

Frequency: Daily

Type: Tab delimited

File Name:

From CON: PATPK-CON-PRE-PAY-yyyymmddhhmmss.txt (CON is Contractor)

From PTC: PATPK-PTC-PRE-PAY-yyyymmddhhmmss.txt

SFTP File Destination: TBD

	Description	Max Length	Format	Values / Notes
1	Type	3	Alpha	PRE
2	Account Number	10	Numeric	PTC account number
3	Notice/Invoice Number	10	Numeric	Invoice Number for PRE type
4	Transaction Date	8	MMDDYYYY	Payment Transaction Date
5	Toll Amount Paid	10	#####.##	Positive value decreases balance, negative value increases balance. <i>PTC will not populate.</i>
6	PTC Collection Fee Amount Paid	10	#####.##	Positive value decreases balance, negative value increases balance. <i>PTC will not populate.</i>
7	Total Amount Paid	10	#####.##	Positive value decreases balance, negative value increases balance. NOTE: Toll Amount Paid + PTC Collection Fee Amount Paid = Total Amount Paid. PTC will not verify the accuracy of the amount Contractor lists in the Total Amount field and will load a file even when the Total Amount is incorrect. <i>PTC will populate.*</i>
8	Payment Method	15	Alpha	ACH DEBIT, CASH, CHECK, CREDIT CARD, MONEY ORDER, NSF (Returned Check), CB (Chargeback)
9	Transaction Source	3	Alpha	From CON = Contractor
10	Contractor Collection Fee Amount Paid	10	#####.##	From CON = XX% Collections Contingency Assessment; can be positive or negative (CON is Contractor) From PTC = Blank

*Contractor to apply payment to account balance with any remaining amount applied to collection fee.

2.3. Prepaid Adjustment File

The file will contain Prepaid adjustments taken by either Contractor or PTC for the assignment records sent to Contractor.

Initiating Party: Contractor or PTC (When Contractor sends an adjustment to PTC, PTC will not send it back to Contractor. When PTC sends an adjustment to Contractor, Contractor will not send it back to PTC.)

Frequency: Daily

Type: Tab delimited

File Name:

From CON: PATPK-CON-PRE-ADJ-yyyymmddhhmmss.txt (Con is Contractor)

From PTC: PATPK-PTC-PRE-ADJ-yyyymmddhhmmss.txt

SFTP File Destination: TBD

	Description	Max Length	Format	Values / Notes
1	Type	3	Alpha	PRE
2	Account Number	10	Numeric	PTC account number
3	Notice/Invoice Number	10	Numeric	Invoice Number for PRE type
4	Transaction Date	8	MMDDYYYY	
5	Toll Amount Adjusted	10	#####.##	Positive value decreases balance, negative
6	PTC Collection Fee	10	#####.##	Positive value decreases balance, negative
7	Total Amount Adjusted	10	#####.##	Positive value decreases balance, negative
8	Transaction Source	3	Alpha	From CON = Contractor

*Contractor to apply payment to account balance with any remaining amount applied to collection fee.

2.4. Prepaid Recall File

The file will contain prepaid accounts the PTC requests Contractor cease collection efforts and return to the PTC.

Initiating Party: PTC

Frequency: Weekly

Type: Tab delimited

File Name:

From CON: PATPK-CON-PRE-RECALL-yyyymmddhhmmss.txt (Con is Contractor)

From PTC: PATPK-PTC-PRE-RECALL-yyyymmddhhmmss.txt

SFTP File Destination: *TBD*

	Description	Max Length	Format	Values / Notes
1	Type	3	Alpha	PRE
2	Account Number	10	Numeric	PTC Account Number
3	Notice/Invoice Number	10	Numeric	Invoice Number for PRE type

2.5. Prepaid Collection Time Expired File

The file will contain Prepaid debt that Contractor returns to the PTC because the collection time period expired. The collection time is three (3) years.

Initiating Party: CON (CON is Contractor)

Frequency: Monthly

Type: Tab delimited

File Name:

From CON: PATPK-CON-PRE-EXPIRE-yyyymmddhhmmss.txt (CON is Contractor)

	Description	Max Length	Format	Values / Notes
1	Type	3	Alpha	PRE
2	Account Number	10	Numeric	PTC Account Number
3	Notice/Invoice Number	10	Numeric	Invoice Number for PRE type

It is intended that only Contractor will generate this file to PTC.

APPENDIX I – REPORTING REQUIREMENTS

Reporting Requirements

Report	Recipient	Format	Frequency	Due By
Payment File Report	PTC	.xls	Weekly	
Cash Receipt Report	PTC	.xls	monthly	5th Business Day following month
Collection Agency Statement	PTC	.xls	monthly	5th Business Day following month
Collections Address Update Report	PTC/CSC	.xls	monthly	5th Business Day following month
Collections Bankruptcy Report	PTC/CSC	.xls	monthly	5th Business Day following month
Collection Performance Report	PTC	.xls	monthly	5th Business Day following month
Inventory Report	PTC/CSC	.txt	monthly	5th Business Day following month
Debt Expired Report	PTC/CSC	.xls	monthly	5th Business Day following month
Debt Recall Report	PTC/CSC	.xls	monthly	5th Business Day following month
Uncollectable Report	PTC/CSC	.xls	monthly	5th Business Day following month
Acknowledgement Report	PTC	.txt	as needed	within 24 hours of receipt
Payments Received Report	PTC/CSC	.xls	monthly	5th Business Day following month

**Pennsylvania Turnpike Commission
Request for Proposal - Debt Collection
RFP# 20-10230-8784**

Instructions: Proposers should populate the fields below with the information that was used to calculate the collection fee in the Cost Proposal. The Key Assumptions shall be used as the basis for developing the cost proposal. The Cost Proposal shall show all the calculations used to arrive at the "Cost to PTC for Collections" and "Cost to Customers for Collections"

Key Assumptions for Calculating Fees: To calculate the fees that the PTC will pay and the customers will pay, the Proposers should use the following assumptions.

Number of Annual Placements: 842,000
Amount of Annual Placements: \$75,000,000

Proposed Percent of Dollar Amount Collected: The percent of the amount of placements that the proposer anticipates collecting based on the Collection Rate categories described in Part IV, Work Statement, Section 11. Collection Rate. Each of these categories are not a cumulative number. The percentage entered here will be multiplied by the amount in the "Amount of Placements" box to provide the PTC with the actual dollar amount that the proposer anticipates collecting.

Proposed Variable Fee, if applicable: If the Proposer plans to charge a fee based on a percentage of the dollar amount collected on a placement then this box will be populated. The percentage entered here will be multiplied with the actual dollar amount that the proposer anticipates collecting which will be some or all of the total amount paid by the PTC for collections. **Populated only if Proposer plans to calculate their fees based on dollar amount collected.**

Proposed Percent of Placement Collected: The percent of total number of placements that the proposer anticipates successfully collecting in full based on the Collection Rate categories described in Part IV, Work Statement, Section 11. Collection Rate. Each of these categories are not a cumulative number. The percentage entered here will be multiplied with the number of placements in the "Key Assumptions" box to provide the PTC with the actual number of placements that the proposer anticipates collecting in full.

Proposed Fixed Fee, if applicable: If the Proposer plans to charge a fixed amount per placement then this box will be populated. The amount the Proposer will charge the PTC for each placement that is successfully collected in full. The dollar amount entered here will be multiplied with the actual number of placements that the Proposer anticipates collecting, which will be some or all of the total amount paid by the PTC for collections. **Populated only if Proposer plans to calculate their fees based on the number of placements collected.**

Proposed Fees Charged to Customers: The Proposer will identify any fees that will be charged to the customer for collections. These fees are in addition to the amount of fee that will be paid by the PTC and should be identified separately here and not blended with the proposed variable or fixed fees.

Multiplier for Proposed Fees Charged to Customers: The basis for calculating proposed fees charged to customers.

Cost to PTC for Collections: The amount the PTC will pay the selected Proposer for performing collection services. The amount that is presented in this field will be calculated based on the "Key Assumptions" provided and the proposed collection rates and fees. The Proposer shall show the calculation used to arrive at this amount. For example, 10% of amount of placements collected (\$7,500,000) x Proposed variable fee of 15% (\$.15 per dollar collected) = \$1,125,000 is the amount the PTC will owe for collections.

Cost to Customer for Collections: The amount the Proposer will charge directly to the customer for collections. The amount that is presented in this field will be calculated based on the amount entered into the "Fees Charged to Customers" field multiplied with the number entered into the "Multiplier for Fees Charged to Customers" field. The Proposer shall show the calculation used to arrive at this amount. For example, \$4 for each payment made by credit card x estimated number of payments made by credit card (100,000) = \$400,000 is the amount the customers will pay the Proposer for collections.

Proposed Percent of Dollar Amount Collected	<input type="text"/>
31 - 60 Days	<input type="text"/>
61 - 90 Days	<input type="text"/>
After 90 Days	<input type="text"/>
Proposed Fee, Variable (if applicable)	<input type="text"/>
Proposed Percent of Placements Collected	
31 - 60 Days	<input type="text"/>
61 - 90 Days	<input type="text"/>
After 90 Days	<input type="text"/>
Proposed Fee, Fixed (if applicable)	<input type="text"/>
Proposed Fees Charged to Customers	<input type="text"/>
Multiplier for Fees Charged to Customers	<input type="text"/>
Cost to PTC for Collections	<input type="text"/>
Cost to Customer for Collections	<input type="text"/>

Proposer Name: