DCKV-2010-R-0002
Questions and Answers:

DCKV-2010-R-0001
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No.	Solicitation Reference	Question	Response
1	General	Are the accounts currently, or in the past have been, assigned to a private collection firm? If so:	Collection accounts are currently assigned to Duncan Industries under subcontract to Industrial Bank. The contract expires on June 12, 2010 unless extended.
		When does (did) the current contract expire? Has the District been satisfied (or dissatisfied) with the past performance?	Past collection performance in the current contract has been satisfactory.
		Will the winning bidder have access to the previous collection efforts made either by any outside firm or by the City as to delinquent accounts to be placed with a new vendor?	The question is not clear.
		How was the previous collection firm paid and at what rate?	The firm is currently paid on a contingency fee basis.
2	General	Has the City previously undertaken its own collection efforts for the delinquent accounts to be placed under this RFP? If so, over what period of time were the accounts the subject of collection activity and what collection activities were employed?	No.
3	General	Please describe the debt collection software system used by the District for managing the accounts, including name of vendor, software version deployed (or last release date) and whether support and development services are provided by that vendor. If the software was developed on a	The District does not utilize debt collection software. The collection contractor provides the system and software for this purpose.

		proprietary basis for the District, please so indicate along with the date installed and last enhanced.	
4	General	Can you provide an estimate of the lockbox costs that will be associated with this opportunity?	The current contract provides for a fixed price per payment of 69 cents. Total expenditures for lockbox services in FY2009 were $425,194.
5	General	Are you open to the possibility of using the awarded vendor's phone and web payment system?	Please see Section C.2.2.5.3.1
6	General	What is the rate of recovery on current, newer, ongoing ticket referrals?	Please see Section C.2.2.5.2.2
7	General	how will the answers to questions for this solicitation be posted or not posted?	Questions and Answers will be posted at OCP website.
		Will the person submitting the question get a direct response?	Yes
8	General	What percentage of business is Spanish speaking?	See Amendment 0002 Item No. 37
9	General	Why is the contract out to bid at this time?	It is best interest of the District.
10	General	Is a vendor's status as a U.S. General Services Administration contract holder for debt collection an advantage in this procurement?	All proposals submitted in response to this solicitation will be evaluated using the evaluation criteria described in Section M.
11	General	Can vendors submit their GSA-approved subcontracting plan to meet your subcontracting plan requirements?	Please see Amendment 0002 Item 50 (Section H.13)
12	General	is there a CBE aside component to this solicitation?	Please see page 1 block 6
13	General	Please confirm that the vendor working these accounts will be the first collection agency attempting collection, and that your use of the term "secondary" in the RFP implies that work is done after work performed by your other non-collection agency vendor.	Correct.
14	General	Why is this RFP an open solicitation compared to 2006's set-aside procurement for the same work?	This solicitation has been placed in the open market in order to maximize competition.
15	General	To how many vendors are you seeking to award a contract?	Please see Section L.1.1

16	General	Who are the incumbents, and how long have the incumbents been providing the requested services?	Collection services are presently provided under contract to Industrial Bank. Collection services are subcontracted under this contract to Duncan Industries. The contract was implemented in August, 2007. These entities have not previously provided collection services for DMV.
17	General	Has the current contract gone full term?	The contract is currently in the second option year
18	General	Have all options to extend the current contract been exercised?	Two options remain
19	General	What collection attempts are performed or will be performed internally prior to placement?	Please see Section C.2.2.2.2
20	General	What is the average age of accounts at placement (at time of award and/or on a going-forward basis), by category?	Please see Section C. 2.2.2.4. Average age by category is not available.
21	General	What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?	$3,347,425 was paid for debt collection services in fiscal year 2009.
22	General	If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?	Please see Section C.2.2.5.2.2
23	General	What data elements will the contractor receive in the referral files?	See Amendment 0002 item 51
24	General	Will there be a referral of any backlogged accounts or accounts that were assigned to the previous contractor? If so, what is the number and dollar value of the backlog?	Yes. The backlog amount as of February 2010 is $263,486,585. This includes $179,147,654 from the "legacy" population previously worked by the prior vendor and $84,338,931 from the "current" population first assigned on or after August, 2007.
25	General	What is the average age of the backlogged accounts?	Please see Amendment 0002 item 15
26	General	Will the DMV allow for discounts or negotiated settlements on any portion of the debt (I.e. penalties assessed etc.)?	No.

27	General	Is this work currently outsourced, and if so to whom?	Duncan Industries, under subcontract to Industrial Bank.
		What are the terms of the agreement with the current vendor?	The terms of the agreement with the current vendor with respect to what constitutes assignable tickets and collectible tickets are the same as in the new statement of work.
		What is the fee arrangement for the collection of delinquent accounts?	The fee arrangement for the collection of delinquent accounts is the same as in the new statement of work.
		Is there a single contingency fee or does the fee vary by age?	Single fee.
28	General	Is the collection contractor required to use the District's credit card and lockbox vendors, or be allowed to use its own vendors?	Please see Section C.2.2.5.3.1
29	General	Is use of litigation and/or pre- or post-judgment enforcement tools/remedies contemplated in addition to traditional collection efforts?	No.
30	General	Will we get notification of the fee being charged by the lockbox vendor? If this comes later or on the 25th will an extension be granted to us since this effects our bid proposal?	See Amendment No. 0002 Item No. 46
31	General	Is the vendor that previously rendered collection/lockbox services bidding again or is it mandatory after x years that the District find another contractor?	Please see page 1 Block 6.
32	General	Our agency can provide a walk-in payment window, is their any consideration given for that?	All proposals submitted in response to this solicitation will be evaluated using the evaluation criteria described in Section M.
33	A.9	Pg 1 of RFP - #9 requires a bidder to submit 1 original and 7 copies of its proposal, but Section L.2.1 on p.65 requires a bidder to submit 1 original and 5 copies. Please clarify the required number of original and copies of proposals to be submitted.	Please see Amendment No. 0002 item No. 1
34	B.4	Regarding Price Schedule, Base Period of Performance, under Sections B.4 et seq, please	Please see Amendment No. 0002 item No. 2 and Section C.2.2.5.2.1

		clarify the meaning of "Estimated Annual Collection". More specifically, is the given amount of $13,747,000 what the District anticipates the Vendor should collect in a given year of service? Please explain how this number was calculated.	
35	B.4	is there more recent data for the annual collection amount listed in Section B.4?	See section C.2.2.5.2.1.
36	B.4.1.1	Section B.4.1.1: Do the estimated collections include any backlogged referrals or this is just based on current, on-going referrals?	Please see Section C.2.2.5.2.1 The estimated annual collection in Section B.4 (Price Schedule) is a combination of backlogged ("legacy") referrals and "current" referrals.
37	C.2.2.4.1 d	Page 11, C.2.2.4.1. D: Please provide additional information regarding how the selected collection vendor will process credit card payments, will an electronic file containing credit card payment information be compiled by the collection vendor and then submitted to the ticket processing system or will collection vendor representatives refer customers to the ticket processing system's website?	Please see Section C.2.2.5.3.1 and Amendment 0002 Item 12
38	C.2.2.5.2.1.1	Page 12, C.2.2.5.2.1.1: Can the District please provide a breakdown by account type for the "Fee-able revenue collected".	"Account type" needs to be defined.
39	C.2.2.5.3	Sections C.2.2.5.3 & C.2.2.5.3.1: These sections state the contractor is responsible for paying lockbox processing and ticket processing fees to the Lockbox Contractor and the Ticket Processing Contractor. What are the estimated, monthly fees for both?	There is no requirement for the contractor to pay ticket processing fees to the ticket processing contractor, only a requirement to pay lockbox processing fees. As the lockbox contract is currently being re-solicited, the fees to be charged going forward are not yet known. Lockbox fees paid by DMV in fiscal year 2009 totaled $425,194.
40	C.2.2.5.3	Section C.2.2.5.3 requires collections contractor to pay the lockbox contractor a per-item fee for	The lockbox contractor is Industrial Bank located in Washington, DC.

		handing collection contractor's payments. Please identify lockbox contractors and their average monthly or per-item fees.	
41	C.2.2.5.3.1	Section C.2.2.5.3.1 - This section makes the following statement: The Collections Contractor reimburses the District for credit card fees associated with the processing of credit card payments. What is the anticipated cost of this expense to be borne by the collection agencies?	Please see Amendment 0002 item 29
42	C.2.2.5.3.1	Are credit card convenience fees allowed to be passed to the defendant?	Convenience fees should not be relevant to this contract, as the District does not charge fees for usage of its payment portals.
43	C.3.2.7.1.4	**C.3.2.7.1.4 Staff Testing and Training.** The RFP reads, "The Contractor shall ensure that the Contractor's staff attend training and successfully pass test to be provided by the COTR or designee regarding the DMV's guidelines for handling common customer disputes (Attachment J.11)." Please provide additional data about the training (format, computer based or paper based, multiple choice or written responses or both, time staff allowed to complete, who supplies test facility, etc) regarding the testing referenced. Are the tests administered and graded by DMV or a third party, or is this also the responsibility of respondent, along with training?	Please see Amendment No. 0002 Item No. 20
44	C.3.1	May any possible local Facility be for specific tasks only and not total service performance?	Yes; there is no requirement for a local facility.
45	C.3.1	In Section C.3.1 the District requires a Facility to perform the required services. Does the District require the winning bidder to open a Facility in the	The winning bidder is not required to have or to open a facility in the District. Opening of a District office may be advantageous from a contract oversight perspective and to

		District or locally? If not, is this a significant factor in bid evaluation; i.e., if a Proposer opens a District office, is that a material factor of consideration of the bids?	that extent could be taken into consideration in evaluation.
46	C.3.1	is there a requirement for the facility to be located in the District of Columbia? If not, why not?	No. The solicitation does not include geographical.
47	C.3.1.1.1	Section C.3.1.1.1 refers to an "Implementation Schedule" (see C.12.4.3). Is the bidder required to use a specific form or schedule? If so, please identify the appropriate for or schedule.	No.
48	C.3.2.3.1	Are Background Checks (C.3.2.3.1) and Background Check Certifications (C.3.2.3.2) due with the proposal submission or, as stated in the table on page 34, at "Date of Award"?	Please see Section C.3.2.3.1.
49	C.3.3.2	Section C.3.3.2 – Regarding the first sentence, will DMV confirm that Contractor must notify the COTR within 1 hour of learning of the incident?	Please see Amendment No. 0002 Item No. 21
50	C.3.5.2.2	If a delinquent debtor is reported to a credit bureau, who does the District contemplate will be the reporting agent? (ie will the debt be reported in the name of the District or the vendor?).	Please see Amendment 0002 Item 27
51	C.3.5.2.2	We report to all 3 national credit bureaus and we do so twice a month. It is our understanding, that it is a violation of FCRA to delete a trade simply because the consumer has paid. Under FCRA guidelines we are required to update the status ASAP. Will DC consult with their attorneys and/or assume liability if it is found the collection vendor is violating FCRA by deleting a just trade simply because the consumer	DMV will not assume liability. DMV is not of the same opinion that immediate de-listings constitute a violation of FCRA.

		has paid?	
52	C.3.5.2.2	Pursuant to Section C.3.5.2.2 et sec, is a vendor required to report all delinquent debtors to a credit bureau or is the decision to report upon recommendation and discretion of the vendor.	Please see Section C.3.5.1.1
53	C.3.5.2.2.3	Section C.3.5.2.2.3 – Neither federal law nor our contracts with the credit bureaus allow us to fully expunge an account record once it is paid in full. Will DMV allow Contractor to promptly update the account record to show that it has been paid in full rather than attempting to fully remove the debt from the customer's credit report?	DMV believes that a debtor is more likely to pay once referred to a credit bureau if the record can be expunged than if the record will remain for seven years regardless of payment and that this practice promotes better customer relations. Applicable federal laws were promulgated in order to protect rather than punish the consumer. Expunging of account records benefits the consumer and from that standpoint we do not believe that this is contrary to the intent or content of these laws.
54	C.3.5.3	Section C.3.5.3: "Contractor's installment plans shall include….suspension of notices to credit bureaus as long as the customer maintains payment terms…". This requirement directly conflicts with the legal obligations of a Data Furnisher under both the FCRA and the FACT Act. FCRA Sections §623(a)(1)(A), §623(a)(2)(B), §623(a)(3), §623(a)(4) and §623(b)(1)(E) as well as points in Sections §607 and §611 clearly state that the Data Furnishers have a duty to correct and update information. This would include reporting corrected balances, demographics etc. If we fail to update the balances on installment accounts, we are violating the FCRA regulations. Please clarify this requirement in the solicitation and advise of the expectation for the contractors.	Please see Amendment No.0002 Item No. 28
55	C.3.10.5	Section C.3.10.5 indicates that vendors must obtain an annual complete financial audit by a third party	If disclosure would result in substantial harm to the competitive position of the entity from whom the information

		financial auditing firm, and provide a certified copy of the report to the contract technical representative within 30 days of the report's filing. (See also Section H.4, p.44 – Freedom of Information Act). Will these reports be held confidential by the District?	was obtained, then the information would be protected from release under the Freedom of Information Act.
56	C.3.7.1	Section C.3.7.1 – Will DMV elaborate on the types of correspondence this provision covers? Additionally, would DMV consider revising this requirement so that Contractor may respond to all incoming correspondence "within a reasonable amount of time"?	Please see Amendment 0002 Item 33
57	C.3.7.2.4	Section C.3.7.2.4: Will the contractor be required to manually search on every account? This could be a time-consuming and laborious task. Is there a possibility of receiving an electronic daily update file form the Ticket Processing Contractor that would contain this information?	Please see Amendment 0002 Item 35
58	C.3.8.3	**C.3.8.3 Abandoned Call Rate.** The RFP reads, "Abandoned Call Rate. The Contractor shall maintain an abandoned call rate of not more than 3% per preporting month." What is the definition of an abandoned call (holding for how long before hangup, etc.)?	Please see Amendment No. 0002 Item No. 8
59	C.3.8.3	Section C.3.8.3: Please provide the District's criteria for determining an Abandoned Call (I.e. hang-up's within a specified time frame etc.).	Please see Amendment No. 0002 Item 8
60	C.3.8.4	In Section C.3.8.4, recording of telephone calls is required. Is there a specific recording format that is required?	Please see Amendment No. 0002 Item 39.

61	C.3.8.7	Section 3.8.7: This section states the contractor is only allowed to make 1 outbound phone call per week. Does this include return calls, messaging etc. Please clarify the requirements in this section.	Please see Amendment No. 0002 Item No. 40
62	C.3.12.3	Similarly, is the Implementation Plan (C.3.12.3) due with the proposal submission or, as stated in the table on page 36, "Within 10 days from date of award"?	Please see Section L.2.7.1.1
63	F.3	Page 34, F.3: Regarding the Background Check requirement, does the District require background checks for all employees of the vendor upon award or only those involved with this contract?	Please see Section C.3.2.3.1
64	F.3	Page 34, Section F.3 Deliverables, provides a table of deliverables and their dues dates. Some of these items relate directly to Section C.3 Requirements. Can you please confirm that the items in the chart on pages 34 through 36 that are identified with a due date of "Within 1 month from date of award" are, in fact, due within 1 month from date of award rather than at the time of proposal submission?	Please see Section L.2.7 It is required both with proposal and after award.
65	F.3.3	For the 51% District New Hire Requirement, is this applicable to vendors whose facilities do not reside in Washington DC?	Please see Section H.1 and H.5
66	G.4.2	Fee exclusions have been noted in Section G.4.2 of the Solicitation, one of which is for payments received on the Ticket Processing Contractor website. Additionally, it is noted in Section C.2.2.5.3.1 that the Contractor is expected to assist a Customer with internet and phone payments and	G.4.2.b clearly states that payments received through a District site or payment portal to obtain a DMV service such as registration or permit renewal were to be excluded. The large majority of web payments do not fall within this circumstance.

		enter them via the Ticket Processing Contractor website. If the Contractor assists a customer in this manner, would such assistance be an exception to the exceptions noted in G.4.2; or does the District expect this help to be provided without compensation?	
67	G.4	What current contingency fees or other fees are currently being billed by any incumbent(s), by category?	The current contract is billed at a contingency fee of 19.9% of fee-able payments.
68	G.11	**G.11 Liquidated Damages.** How is the city proposing to reconcile the legitimate complaints from the non-legitimate complaints so a true liquidated damages amount can be arrived at month over month?	If a complaint results from a customer phone call with the contractor, the COTR will request a copy of the phone recording. If the complaint results from contact or action other than a phone call, the COTR will discuss the complaint with the contractor before making a determination. Customer allegations that cannot be supported by supporting documentation or call recording will not result in liquidated damages.
69	H.10.3.2	Section H.10.3.2 – In lieu of the fidelity bond, will DMV accept crime/theft insurance coverage?	No.
70	J	Section J Attachments provides a table of documents. Can you please confirm which of the attachments J.1 through J.11 are required to be submitted with the proposal?	J.3, J.4, J.7, J.8, and J.9
71	J.3	Attachment J.3 establishes the District's MWBE Goal as 25%. Section M.5.1 et seq establishes a SMALL BUSINESS goal of 35%. Are these independent requirements? Please clarify separately the Districts intentions with regards to satisfying the District's MWBE and SMALL BUSINESS goals under Sections J.3 and M.5.1 et seq. Are the MWBE and/or SMALL BUSINESS goals required, or do either or both create a preference for purposes of scoring a proposal for the award of the contract.	Yes. These are two different requirements.

72	J.3	In the instance that the social security numbers of "project employees" are required to be listed, will the social security numbers be treated as confidential information not to be disclosed to third parties? Under what circumstances may this information be made available to third parties?	Potential Offerors can identify project employees by the last four (4) digits of the employee's social security number.
73	J.8	Assuming that this procurement is contemplated as a contingency fee contract, is a bidder required to complete the "COST / PRICE DISCLOSURE CERTIFICATION" form? If required, will the District accept a bidder's budget for the project in an alternative format (one that the bidder would actually be using internally) along with a staffing plan and organizational chart for this particular project and one which would support the associated costs set-forth in our budget?	Please see Amendment 0002 item 53
74	L.2.7.1.1	L.2.7.1.1 technical approach and methodology appears to have duplication within that section, such as L.2.7.1.1.c.8, pg 67, calling out the transition and implementation plans and L.2.7.1.1.d.6, pg 68, calling out conceptual transition and implementation plans. Please clarify what is expected.	No. It is required both.
75	L.2.7.1.1	Section L.2.7.1.1 requires that a bidder submit a narrative to describe the Offeror's the Driver Privacy Protection Act, Fair Credit Reporting Act…" Please clarify this requirement. Is the District requiring that the bidder submit a narrative to describe the bidder's compliance with the stated provisions?	Please see Amendment No. 0002 item No. 52
76	L.2.7.1.2	There appears to be duplication between the items called out in L.2.7.1.1 technical approach and methodology and L.2.7.1.2 technical expertise and capacity. Please clarify what is expected in the	No. It is required both.

		separation.	
77	L.2.7.1.4	Section L.2.7.1.4 (c) requires Attachment J.4 to be completed and included in the response. However, pages 7-8 of Attachment J.4 require the listing of a contracting officer and other information that is usually provided after contract award. Therefore, should the Employment Plan on pages 7-8 be submitted after contract award and not with the proposal?	Please fill in each field and left blank for contract related fields and submit with proposal
78	M.5	Are any preference points given for operating in DC or the DC Metro area?	Please see Amendment No. 0002 Item 54 Section M.5.1
79	M.5	Can you please provide greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?	Please see Amendment No. 0002 Item 50 Section H.12
80	M.5	Can bidders meet the 35% subcontracting requirement by hiring a subcontractor that employs at least 51% DC residents?	Please see Amendment 0002 item 54 Section M.5.4

81	M.5.1	Section M.5.1 states that "If the prime contractor subcontracts any portion of the work under this contract" the prime contractor is required to comply with the subcontracting requirements contained in Section M.5.1.et sec. Please clarify the meaning of the phrase "subcontract of any portion of the work under this contract". For example, with regards to "Subcontracting Requirements" under Section M.5.1 et sec, does the use of an office supply company, third party mail printer and/or skip tracing vendor qualify as the subcontracting of "any portion of the work on this contract" such that the vendor would be required to subcontract at least 35% of the dollar volume of the entire contract to a certified small business enterprise?	Please see Amendment No. 0002 item 50 Section H.12
82	M.5.1	Section M.5.1: Are we required to utilize a subcontractor to fulfill this requirement or is it just if we utilize a subcontractor we must use these requirements?	Please see Amendment No. 0002 Item 50 Section H.12