



# Richmond Metropolitan Transportation Authority (RMTA) DRAFT REQUEST FOR PROPOSAL

## Toll Collection Services

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Transportation Authority  
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# 1 Executive Summary/Introduction

## 1.1 Overview

The Richmond Metropolitan Transportation Authority (RMTA or the "AUTHORITY") located in Richmond, Virginia is seeking proposals from qualified and interested VENDORS to provide the AUTHORITY with toll collection services (TCS). The Authority seeks a Vendor capable of seamlessly integrating AUTHORITY'S requirements into their existing service framework, ensuring efficient and cost-effective implementation of their pay-by-plate toll transactions collection and revenue assurance needs. VENDOR(S) will be responsible for providing services for the AUTHORITY to provide, operate, manage, and maintain TCS services to include customer service operations related matters. The RFP requires information that is necessary to evaluate each interested VENDOR'S ability to integrate the AUTHORITY'S project requirements into their existing service framework, leveraging their established systems and processes to meet the AUTHORITY'S specific needs. Interested VENDORS will be requested to submit a response outlining their qualifications and provide a site visit of the location where the services will be rendered.

The AUTHORITY'S selection process for a TCS VENDOR will be based on the RFP requirements and selection criteria regarding the VENDOR's ability to efficiently integrate the AUTHORITY'S project requirements into their existing service framework, thereby minimizing implementation time and costs while ensuring high-quality service delivery. The selected VENDOR will be expected to operate in complete coordination with the AUTHORITY'S staff in managing toll collections.

The selected VENDOR(s) shall be expected to represent the interests of the AUTHORITY throughout all aspects and phases of the TCS Agreement and shall, when and as requested by the AUTHORITY, fully support its dealings with customers, other toll agencies, consultants, the AUTHORITY'S legal counsel and accountants, traffic and revenue advisors, rating agencies and underwriters, governmental entities and the public, all in accordance with the highest professional standards. As more specifically described in this Request for Proposals ("RFP"), the VENDOR shall be expected to commit the personnel and resources required to respond promptly and fully to the responsibilities required and defined in the RFP throughout the term of the VENDOR'S performance of the services.

While the AUTHORITY prefers to award a contract to a single VENDOR, it reserves the right to award contracts to multiple VENDORS if it deems this necessary to achieve the best quality of services.

This RFP and the resulting contract(s) shall be consistent with and governed by the Virginia Public Procurement Act.

The contract resulting from this RFP (the "Agreement") shall be for toll collection services. The Agreement shall have a term limit of three (3) years for Phase 1 and two (2) years for Phase 2, terminable without cause by the AUTHORITY at any time upon sixty (60) days' prior written notice, provided. The Agreement may be renewable for two (2) additional five (5) year periods solely at the AUTHORITY'S option.

In the case of multiple awards, the AUTHORITY shall be solely responsible regarding individual Agreements or project assignments and shall require the VENDORS to sign a Memorandum of Agreement (MOA) with each VENDOR. All VENDORS are advised that the AUTHORITY reserves the

right, at all times, to perform work in-house or to award any project on a separate competitive negotiation basis.

The commencement date of the Agreement to be awarded in connection with this RFP is anticipated to be on or about xxxx XX, 2025, provided, however, that the AUTHORITY reserves the right to extend the term of its existing toll collections services contract to allow completion of any work undertaken but not completed as of the commencement date.

### 1.1.1 AUTHORITY Background

The mission of the Richmond Metropolitan Transportation Authority (AUTHORITY) is to build and operate a variety of public roadways and offer related services within the Richmond metropolitan area. The AUTHORITY focuses on providing safe, convenient, and efficient transportation facilities while maintaining the lowest feasible costs for users. The AUTHORITY is dedicated to serving its customers, employees, and bondholders by ensuring operational excellence, promoting a positive work environment, and maintaining financial prudence.

The General Assembly of Virginia created the AUTHORITY in 1966 as a political subdivision of the Commonwealth of Virginia. At the current time, it owns and/or operates the Downtown and Powhite Expressway Systems (toll) and Boulevard Bridge (toll). The original installation of the Expressway Systems occurred in the 1966 – 1976 time, although the toll roads have been the subject of upgrades and expansions since such date. The Boulevard Bridge was first operational in the 1920s and acquired by the AUTHORITY in the late 1960s.

The AUTHORITY is governed by a 16-member Board of Directors – five members appointed by the City of Richmond, five members by Chesterfield County, five members by Henrico County and one member by the Commonwealth Transportation Board. VENDORS are encouraged to visit the AUTHORITY'S website, [www.rmtaonline.org](http://www.rmtaonline.org), to get an in-depth understanding of the organization.

## 1.2 AUTHORITY Toll Roads

The AUTHORITY has three toll facilities located in Richmond Virginia. The following brief summaries will provide you background information regarding each road and where the tolls originate for the services required in the RFP.

### 1.2.1 Powhite Parkway

The Powhite Parkway opened to traffic on January 24, 1973, and continues to be maintained by the AUTHORITY. It was the first section of the AUTHORITY Expressway System to be completed. The parkway covers 3.4 miles between Chippenham Parkway and the Cary Street ramps and includes the .4-mile-long Powhite Bridge crossing the James River. In September 1975, the Powhite Parkway Toll Plaza was widened to accommodate increased traffic. It was widened again in November 1988. At the same time, the Powhite Bridge was widened, and a new northbound on-ramp was built at the Forest Hill interchange. Also in November 1988, VDOT opened the Powhite Extension, which connects the AUTHORITY'S Powhite Parkway to western Chesterfield County. In 1992, the Powhite Parkway was widened from three to four lanes northbound





between Chippenham Parkway and the toll plaza. The number of lanes north of the bridge to Cary Street was increased from four to six.

The Powhite Parkway Toll Plaza has twenty (20) lanes, fourteen (14) physical lanes, and 6 Open Road Tolling Lanes (three in each direction). The Forest Hill interchange has eight lanes for on and off-ramps to Powhite Parkway. The Douglasdale ramps north of the river have two lanes connected to the parkway. Most recently, the Powhite Parkway underwent extensive construction to widen the northbound and southbound lanes. Today, the Powhite Parkway is one of the most heavily traveled corridors in the Richmond metropolitan area. Nearly 90,000 vehicles travel on the Powhite Parkway daily.

### 1.2.2 Downtown Expressway

The Downtown Expressway opened to traffic from Interstate 195 (near Byrd Park) eastward to 7th Street on Feb. 3, 1976. The northbound connections to the former Richmond-Petersburg Turnpike (I-95) opened in August 1976, and the southbound connections were completed on Sept. 1, 1977. In 1992, additional lanes were added to the 7th Street and 12th Street westbound on-ramps. At that time, the 11th Street on-ramp and Canal Street off-ramp were widened to two lanes each.

The stretch from Meadow Street to the junction with I-95 is 2.5 miles long. It contains a combination barrier toll plaza with fifteen (15) lanes, including three westbound Open Road Toll lanes. The Second Street ramps have two unmanned tolls. Beginning in March 1994, a toll collection attendant was stationed at the 11th Street and Canal Street ramps during peak traffic times and are now unmanned. An average of approximately 51,000 vehicles utilizes the Downtown Expressway each day.

### 1.2.3 Boulevard Bridge

The Boulevard Bridge was built in 1925 by the Boulevard Bridge Corporation to make the Westover Hills residential community south of the James River more accessible for development. The AUTHORITY purchased the 2,030-foot bridge on Nov. 24, 1969. The toll was a dime then and remained so until 1988 when it increased to twenty (20) cents. Nearly ten (10) years later, the toll rate increased five cents to 25 cents. Currently, the toll is fifty (50) cents.

Richmonders still call the Boulevard Bridge "The Nickel Bridge" because of its initial five-cent toll. The steel-truss bridge was closed on August 17, 1992, for 18 months of renovation. The renovation included replacing the concrete deck, widening the existing lanes on the bridge, and replacing the old toll building, booths, and equipment. A new reversible toll lane was installed to manage peak traffic from either direction. The bridge reopened on October 30, 1993. An average of approximately 9,000 vehicles utilizes the Boulevard Bridge each day.

## 1.3 Administrative

The following information is furnished to, and where applicable is required of, the VENDORS for consideration during the preparation of their response to this RFP, in addition to the other requirements, terms and conditions set forth in this RFP. The selection process will be in accordance with the requirements of the Virginia Public Procurement Act (Title 2.2, Chapter 43, of the Code of Virginia).

### 1.3.1 General Professional Liability

General Professional Liability. Professional liability insurance with coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and, in the aggregate, covering the negligent acts, errors, or omissions of the VENDOR and/or its subcontractors in the performance of the Agreement. The policy coverage shall be effective (retroactively, if applicable) from the date of commencement of all activities in connection with the Agreement. Coverage shall be maintained for the statute of repose and must extend a minimum of one (1) year beyond the completion of the services.

### 1.3.2 Technology Professional Liability (Errors & Omissions)

Technology professional liability insurance with coverage in the amount of Twenty Million Dollars (\$20,000,000.00) each claim and Twenty Million Dollars (\$20,000,000.00) in the aggregate covering the negligent acts, errors, or omissions of the CONTRACTOR and/or its subcontractors in the performance of the Work. Policy shall insure professional activities and/or services provided to the AUTHORITY. The policy shall not limit damage to intangible property.

### 1.3.3 System and Network Security (Cyber) Liability Insurance

System and Network security (cyber liability) liability with coverage in an amount not less than Ten Million Dollars (\$10,000,000.00) each claim, Ten Million Dollars (\$10,000,000.00) in the aggregate for a period of not less than one (1) year after project completion, covering civil, regulatory, and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality, or other legal protection for personal information, as well as confidential information of the AUTHORITY.

The above requirements of **Sections 1.3.1** and **1.3.2** can be met by separate policies or a combination of these coverages under one policy form with minimum limits of Twenty Million Dollars (\$20,000,000.00) each occurrence and in the aggregate.

## 1.4 Partnering/Joint Ventures – Required Liability

In the case of joint ventures, the individual companies that are forming a joint venture must agree to “joint and several liability” for their joint venture regardless of the legal structure of the newly created venture. The AUTHORITY’S determination of the acceptability of the “joint and several liability” provisions/structure proposed by the VENDOR shall be within the AUTHORITY’S sole discretion and shall be conclusive. The Prime VENDOR will be able to subcontract for portions of the scope of work and those subs will not have to agree to joint and several liability.

For VENDORS that are joint ventures, partnerships, limited liability companies or other associations, the Transmittal Letter outlined in Section 2.12.2.1 Transmittal Letter shall be appended with letters on the letterhead stationery of each entity holding an equity interest in VENDOR, stating that representations, statements, and commitments made in the RFP on behalf of the equity members have been authorized by, are correct, and accurately represent the role of the equity member’s firm in VENDOR team.

## **1.5 Subconsultant Services**

Services assigned to subconsultants must be approved in advance by the AUTHORITY. The subconsultants must be qualified to perform all work assigned to them. The VENDOR shall remain responsible for sublet, assigned, or transferred work.

## **1.6 VENDOR Team Exclusivity Limitations**

### **1.6.1 Subcontractors and DBEs**

The AUTHORITY intends to promote competition by allowing Minor Subcontractors to remain non-exclusive on their teaming arrangements with any VENDOR. Therefore, the AUTHORITY anticipates that the RFP will prohibit and/or otherwise restrict Qualified VENDOR'S ability to enter into and maintain exclusivity agreements with any Minor Subcontractor and/or disadvantaged business enterprise (DBE) which will be delivering less than a 15% of the monetary value of the Project.

### **1.6.2 Software Providers and Minor Subcontractors**

The AUTHORITY anticipates prohibiting and/or otherwise restricting shortlisted respondents, including toll collection vendor TCVs, ability to enter and maintain exclusivity agreements with any Minor Subcontractor or Software Provider. Shortlisted respondents may not participate on more than one Team, unless otherwise considered to be a Minor Subcontractor or Software Provider.

If a Minor Subcontractor or Software Provider participating on a VENDOR Team that was not selected as a Shortlisted VENDOR, then following public announcement of the identity of the Shortlisted VENDORS, Minor Subcontractor or Software Provider will not be prohibited from being included in Shortlisted VENDOR Teams, subject to compliance with the still applicable requirements of this RFP.

A lead VENDOR, Major Subcontractor, or System Integrator will be prohibited from participating as a Minor Subcontractor on other VENDOR Teams.

## 2 Purpose

The AUTHORITY is issuing this Request for Proposals (RFP) to solicit TCS VENDORS that will be responsible for integrating the AUTHORITY'S project requirements into their existing service framework, leveraging their established systems and processes to meet the AUTHORITY'S specific needs for pay-by-plate tolling and revenue collection. The goal is to improve the AUTHORITY'S toll collection process, reduce costs, and increase revenue collection efficiency for transactions that cannot be processed through standard transponder-based systems.

The primary objectives of this RFP are to:

1. **Reduce Costs:** Implement a cost-effective solution for processing and collecting unpaid image-based toll transactions, improving upon current operational expenses.
2. **Increase Revenue:** Maximize collection rates from unpaid image-based toll transactions, thereby reducing revenue leakage and enhancing overall financial performance.
3. **Implement Proactive Collection:** Develop user-friendly solutions allowing customers to pay tolls prior to violation noticing, reducing the need for adjudication actions, and improving the overall customer experience.
4. **Achieve Customer Satisfaction:** Achieve and maintain a high customer service satisfaction rating through responsive, efficient, and user-centric service delivery.
5. **Expand Payment Options:** Incorporate a cash payment network to accommodate all customer segments, ensuring accessibility for unbanked and underbanked customers.
6. **Enhance Reporting and Auditability:** Develop robust reporting mechanisms and audit trails to ensure transparency, accuracy, and accountability in all tolling operations.
7. **Improve Data Reporting and Transparency:** Provide the AUTHORITY with direct access to and visibility of tolling data and services.
8. **Ensure Regulatory and Statutory Compliance:** Implement systems and processes that adhere to all applicable to state, federal, and local regulations and relevant statutes that govern toll operations, data management, and collection.
9. **Phased Implementation of a Guaranteed Toll Model:** To implement a "guaranteed revenue" model where the AUTHORITY receives the full total toll amount upfront regardless of collection difficulties, the RMTA intends to implement a two-phase approach. **Phase 1:** Implement a performance-based contract focused on achieving high collection rates from processable image-based transactions. This phase will establish baseline performance metrics and data collection for future optimization. **Phase 2:** Transition to a guaranteed tolls paid model based on the data and results achieved in Phase 1, ensuring a predictable revenue stream for AUTHORITY while incentivizing continued high performance from the VENDOR.

The AUTHORITY seeks proposals from qualified VENDORS who can demonstrate:

- Capability of seamlessly integrating the AUTHORITY'S requirements into their existing service framework, ensuring efficient and cost-effective implementation of our pay-by-plate tolling and revenue assurance needs.
- Proven experience in implementing and operating, and, managing the TCS as specified in this RFP.

- Innovative approaches to maximize revenue collection, reduce operational costs, and enhance overall financial performance in pay-by-plate operations.
- Strong history in customer service excellence within the tolling industry with the ability to achieve and maintain high customer satisfaction ratings.
- Ability to develop user-friendly, initiative-taking collection solutions that allow customers to pay tolls before adjudication actions.
- Experience implementing diverse payment options, including cash payment networks.
- Proven history in developing robust reporting and auditing mechanisms, ensuring transparency, accuracy, and accountability in all tolling operations.
- Capability to provide AUTHORITY with direct access to and visibility of real-time tolling data and services.
- Demonstrated compliance with all applicable state, federal, and local regulations and statutes governing toll operations, data management, and collections.
- Robust data security and privacy protection measures.
- Willingness to engage in a two-phase, performance-based contract with clear, measurable outcomes.
- Capability to transition to a guaranteed tolls paid model based on performance data.
- Experience in implementing and managing risk-sharing models.
- Ability to implement a phased approach, starting with a performance-based contract and transitioning to a guaranteed revenue model.

This RFP represents a critical step in the AUTHORITY'S strategic initiative to modernize its tolling infrastructure, improve operational efficiency, and enhance the overall experience for users of the AUTHORITY'S toll facilities. The selected VENDOR(S) will play a crucial role in transforming AUTHORITY'S tolling operations, helping to establish a state-of-the-art, customer-centric, and financially optimized AET system.

The AUTHORITY encourages interested VENDORS to submit comprehensive proposals that address all aspects of pay-by-plate tolling and revenue assurance, demonstrating how their solution will meet or exceed the AUTHORITY'S goals for this transformative project. Proposals should clearly outline strategies for both phases of the contract, with particular emphasis on how the VENDOR plans to achieve high collection rates in Phase 1 and transition to a guaranteed tolls paid model in Phase 2.

## 2.1 Scope

The Scope for the Toll Collection Service (TCS) includes:

### 2.1.1 System Implementation, Integration, and Management:

- Integrate the AUTHORITY'S project requirements into the VENDOR'S existing service framework.
- Create and manage interfaces with the required external entities.
- Manage and operate an end-to-end toll collection system for unpaid pay-by-plate transactions.
- Ensure seamless integration with the AUTHORITY'S existing roadway systems and VDOT.
- Design all integrations and interfaces with scalability in mind to accommodate future growth and enhancements.

### **2.1.2 Transaction Processing:**

- Process all image-based toll transactions, including pay-by-plate and violations.
- Conduct automated and manual image reviews for license plate identification.
- Manage problematic plates.
- Perform in-state and out-of-state DMV lookups for vehicle owner information.

### **2.1.3 Customer and Account Management:**

- Establish and manage customer accounts for pay-by-plate transactions.
- Provide a user-friendly interface for customers to manage their accounts and make payments.
- Provide multi-channel customer support (phone, email, web, and text)
- Manage customer inquiries, disputes, and complaints.
- Maintain high-level of customer satisfaction.

### **2.1.4 Invoicing and Payment Processing:**

- Generate and distribute customer invoices for pay-by-plate transactions according to the AUTHORITY'S business rules.
- Process payments through multiple channels (online, mail, phone, and cash payment networks).
- Implement a cash payment network.
- Establish a bank account on the AUTHORITY's behalf for a daily sweep of the payments received.
- Reconcile all payments and provide detailed financial reporting to the AUTHORITY.

### **2.1.5 Collections:**

- Implement and manage a comprehensive collections strategy for unpaid tolls.
- Generate and send notices for unpaid tolls according to the AUTHORITY'S business rules.
- Manage the escalation process for unpaid tolls, including subsequent notices and fee assessment.
- Coordinate with the AUTHORITY for DMV holds and court adjudication processes.
- Provide a comprehensive evidence package for potential legal action.

### **2.1.6 Reporting and Analytics:**

- Provide comprehensive reporting on all aspects of the toll collection process, including system performance and collection trends.
- Provide real-time access to system data and performance metrics.

### **2.1.7 Compliance and Security:**

- Ensure compliance with all relevant federal, state, and local regulations, including data privacy laws.
- Implement robust data security measures to protect customer information.
- Maintain all necessary licenses and certifications for toll collection and debt collection activities.

### **2.1.8 Performance Management:**

- Meet or exceed all established key performance indicators (KPIs).
- Participate in regular performance reviews with the AUTHORITY.
- Implement continuous improvement strategies based on performance data.

### **2.1.9 Transition Management:**

- Develop and execute a comprehensive transition plan from the current system to the new pay-by-plate system.
- Provide training to the AUTHORITY'S staff on system use and management.

### **2.1.10 Communication and Transparency:**

- Maintain clear and regular communication with the AUTHORITY on all aspects of the system and services.
- Provide the AUTHORITY complete visibility into system operations, including access to real-time data and performance metrics.

### **2.1.11 System Architecture and Documentation:**

- Maintain comprehensive documentation of all system components, APIs, and interfaces.
- Regularly update the documentation to reflect system changes and enhancements.

### **2.1.12 Phased Implementation Approach:**

- Execute Phase 1 with a focus on achieving high collection rates and establishing baseline metrics.
- Prepare for and transition to Phase 2, implementing a guaranteed revenue model based on Phase 1 performance data where the AUTHORITY receives toll payments in advance of collection. VENDOR assumes responsibility for collection and cost and shares in the fees and fines collected based on the share percentage in the VENDOR contract.

## **2.2 Scope of Services**

### **Summary Scope of Services**

VENDOR shall provide a comprehensive toll collection service that efficiently manages image-based tolling for vehicles without a valid transponder. This service encompasses the entire lifecycle of a toll transaction, including processing high-quality images, accurately identifying license plates, and reliably associating them with vehicle registration details for invoicing. The scope extends to implementing a customer-centric approach for sending invoices, managing various payment methods, handling disputes with empathy and efficiency, and pursuing collection efforts for unpaid tolls in compliance with state regulations. The VENDOR will ensure seamless integration with existing toll systems, including lane equipment and VDOT's systems while adhering to The AUTHORITY'S established business rules for invoicing, collections, and revenue reconciliation. The service shall prioritize user experience, offering flexible payment options, ensuring transparency in all communications, and promoting fairness in toll collection practices. Additionally, VENDOR will implement robust data security measures, provide detailed analytics and reporting capabilities, and demonstrate adaptability to future technological advancements and regulatory changes. The ultimate goal is to maximize timely revenue collection cost-effectively while fostering positive engagement with the AUTHORITY'S tolling services and maintaining financial sustainability.

### 2.2.1 System Integration and Testing:

- The TCS VENDOR will integrate the AUTHORITY'S requirements into their existing service framework, leveraging their established systems and processes to meet the AUTHORITY'S specific needs for image-based tolling and revenue collection.
- Integrate and test with AUTHORITY'S existing systems (A-to-Be, VDOT, etc.).
- Provide APIs or interfaces for data exchange with Image Review, Manual Image Review, Commonwealth of Virginia DMV, Out of States DMVs, Cash Payment Network VENDORS and the local and regional courts, reputable bank, AUTHORITY, and other stakeholders.

### 2.2.2 Develop and integrate the AUTHORITY'S Web Page:

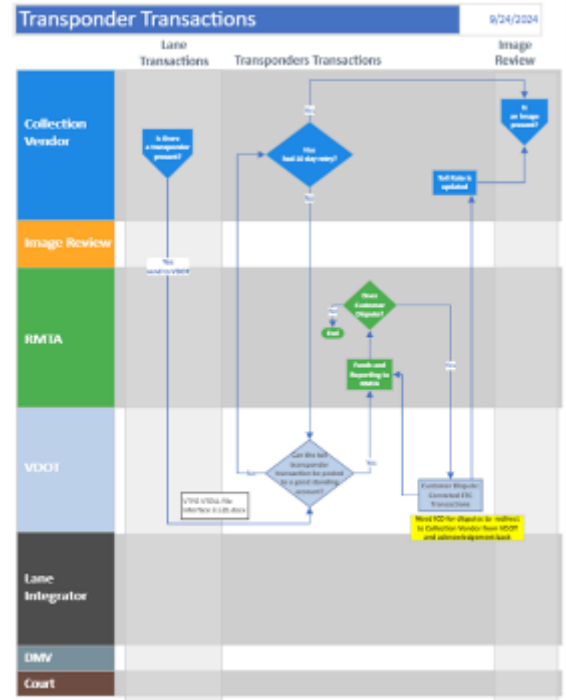
The TCS VENDOR shall provide a website for customers to pay image-based transactions before invoicing occurs. The site shall allow the customer to input the required information to reconcile the customers' entries to the processed image-based transactions. The TCS Vendor will be required to provide the AUTHORITY their URL and allow a link between the AUTHORITY's webpage and TCS Vendor's webpage. The AUTHORITY's webpage will state to user that they are leaving our webpage and entering someone else's website. **Debt Collection Strategy:**

- VENDOR shall ensure that all collection activities comply with the Fair Debt Collection Practices Act (FDCPA) and other relevant laws and regulations.
- Develop and implement a comprehensive collection strategy for unpaid pay-by-plate transactions and present it to the AUTHORITY for approval.
- Implement a multi-channel collection approach including mail, email, phone, and text messaging (for those customers who have opted in as their preferred method for communications) to manage payments, customer inquiries, disputes, and complaints.
- Provide and manage an online portal for customers to view and pay unpaid tolls easily.
- Integrate with cash payment network within the Richmond Metropolitan area as an option for customers to pay.
- Manage the (invoicing, first notice, second notice, legal notice, DMV hold, and court adjudication) escalation process for unpaid transactions.
- Progress from soft collections (reminders) to more assertive collection methods as per the AUTHORITY'S business rules and applicable laws.
- Perform skip tracing to locate customers with returned mail or outdated contact information.
- Utilize advanced address verification techniques to improve contact rates.
- Regularly update customer contact information in the system as required by the statutes and the AUTHORITY'S business rules and maintain the historical records.
- Offer and manage payment plans for customers unable to pay full amounts and train staff to negotiate settlements within the AUTHORITY'S approved parameters.
- Capability to implement and manage an amnesty program as defined in the AUTHORITY'S business rules.



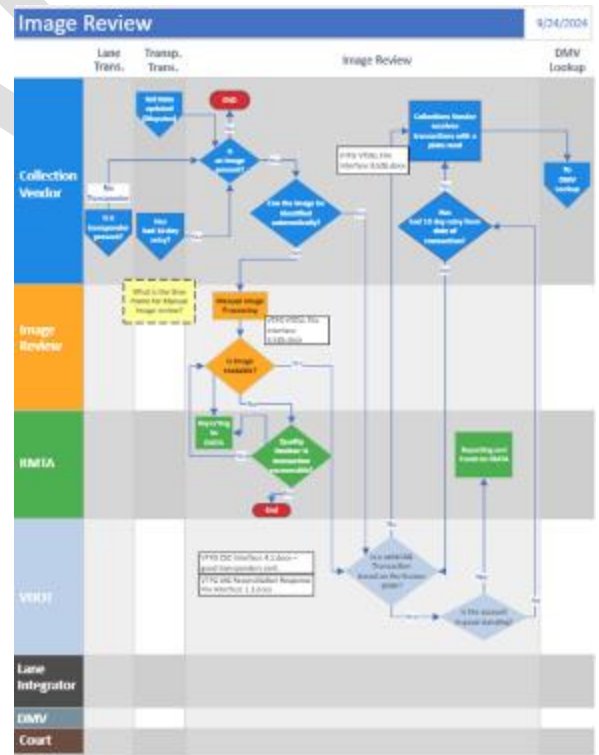
### 2.2.3 Transaction Processing (see Appendix 8.10):

- Receive and process toll transactions from AUTHORITY'S Lane systems provider, send transponder (ETC) transactions to VDOT and pursue image-based transactions as pay-by-plate customers for collection of unpaid tolls.
- Establish and manage customer accounts for pay-by-plate transactions including transaction disposition and account status updates through the transaction's lifecycle.
- Send, receive, and process image-based toll transactions to the Image Review VENDORS for identification.
- Receive, send, and process unpaid electronic toll collection (ETC) transactions as stipulated in the AUTHORITY'S business rules to ensure collection.
- Accurately process payments received through various channels (online, mail, phone, and payment network per the performance requirements in Appendix 8.6.



### 2.2.4 Image Capture and Processing (see Appendix 8.10):

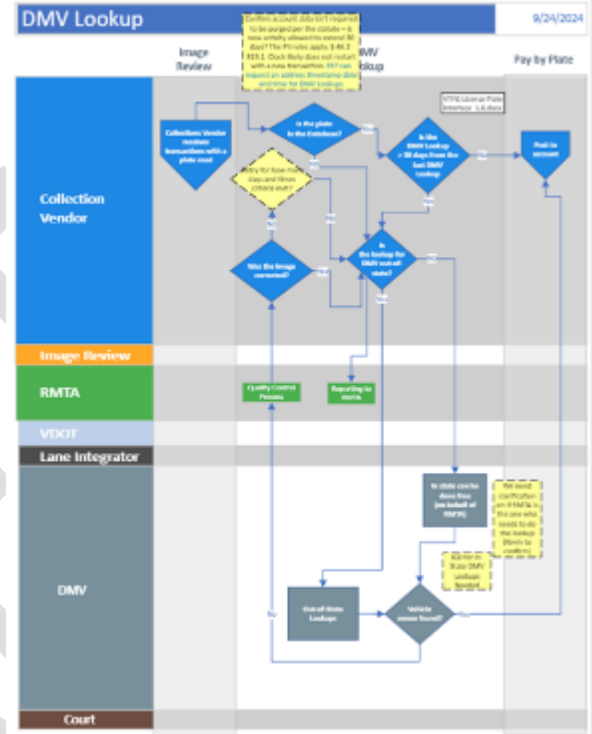
- TCS shall route the image-based transactions to the appropriate location(s) for processing.
- Perform automated image review for license plate identification (per the performance requirements and business rules) and route to the appropriate location(s) for processing. The automated review shall include:
  - Continuously update and improve the automated image review system to enhance performance and increase the percentage of images processed automatically.
  - Routinely update the system to recognize new license plate designs and formats as they are issued by DMVs, ensuring timely and accurate processing of all plate types.
- TCS shall send the unidentified image-based transactions to the appropriate location(s) for manual image review for processing.
- The MIR VENDOR shall conduct a double-blind manual license plate review of images that cannot be automatically processed with a high accuracy rate, and a third review when the double-blind results differ, and send the results to the appropriate location(s) for processing.
- The MIR VENDOR shall provide the AUTHORITY and other authorized parties secure access to the rejected images for quality control.



- The VENDOR shall receive and process any initially rejected image-based toll transactions resubmitted from the AUTHORITY’S quality review for processing.

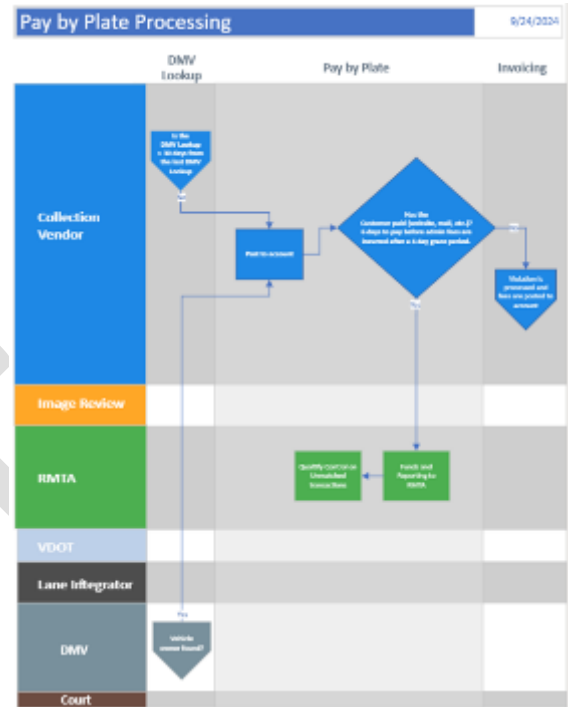
**2.2.5 DMV Lookups (see Appendix 8.10):**

- TCS shall integrate the Commonwealth of Virginia Department ROV lookup into their existing processing for collection.
- The VENDOR shall comply with the Commonwealth of Virginia Department of Motor Vehicle (DMV) Department ROV lookups on behalf of the AUTHORITY. The exchange of registered owner of vehicle (ROV) information is free for any public agency.
- Perform in-state ROV information lookups through the Commonwealth of Virginia DMV for customers’ accounts that exceed the 30-day address validation requirement.
- VENDOR shall post the ROV information with a date stamp on the customer’s account for invoicing, noticing, and collection purposes.
- VENDOR shall perform out-of-state ROV information lookups as defined in the AUTHORITY’S business rules.
- VENDOR shall post the out-of-state ROV information with a date stamp on the customer’s account for invoicing, noticing, and collection purposes.
- Maintain an account database of vehicle registration information.
- Comply with all relevant privacy and data protection regulations.



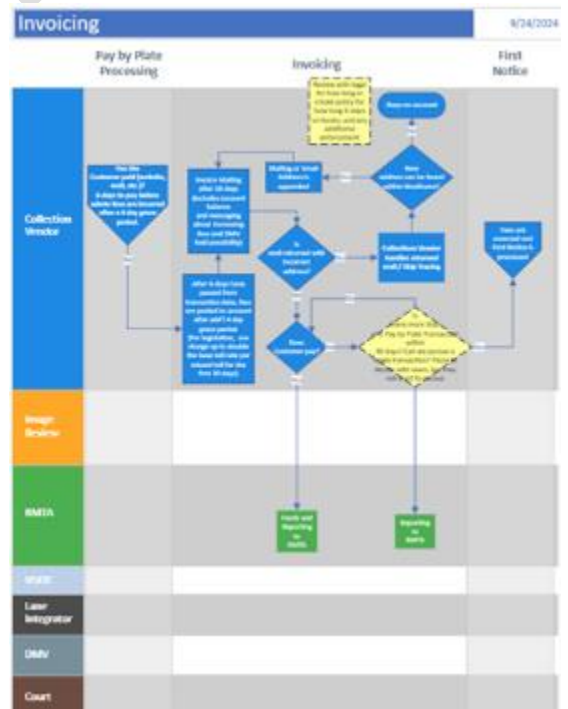
**2.2.6 Pay-by-Plate Before Fees Incurred and Invoicing (see Appendix 8.10):**

- The VENDOR shall match and reconcile the customers’ pay-by-plate website entries, or the Pay-by-Plate payments received via mail or calls to the processed image-based transactions before fees and invoicing occur.
- The VENDOR shall create and post the customers’ Pay-by-Plate website entries, or the Pay-by-Plate payments received via mail or calls and the image-based transaction to the customer’s account.
- The VENDOR shall not process the payment until after the Pay-by-Plate entry has been reconciled to process the image-based transactions.
- Unmatched pay-by-plate payments shall remain in the VENDOR system as outlined in the AUTHORITY’S business rules.
- The VENDOR shall provide the AUTHORITY with an unmatched report of all customers’ entries that have not been reconciled based on a configurable duration 45 days after the customer entries on the website or received payment.



**2.2.7 Invoicing (see Appendix 8.10):**

- Post Pay-by-Plate transactions to the customer accounts and allow payments for transactions within ten days without assessing fees.
- Generate invoices and assess fees for all unpaid Pay-by-Plate transactions received within 10 days of the transaction date.
- The VENDOR shall update the ROV information every 30 days. Check the ROV retrieval date requirement before invoicing and update the accounts when required. Include the ROV information retrieval date on the customer’s accounts for adjudication evidence.
- Send invoices on a 10-day cycle, including the account unpaid balance from previous invoices and the total amount due (within one month, a commuter could receive three invoices before receiving a violation notice).
- Manage returned mail and perform skip tracing to obtain a current address for future mailings.
- Resend invoices with the updated addresses obtained from skip tracing or other sources.



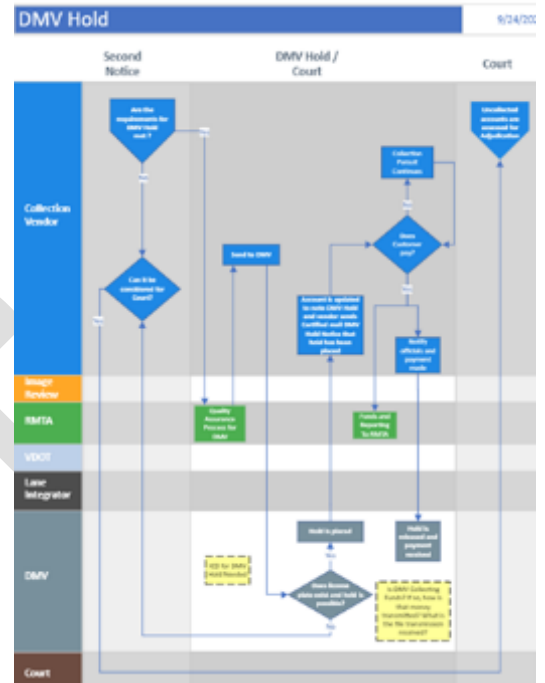
## 2.2.8 Noticing and Collections (see Appendix 8.10):

- Allow a 15-day grace period from the invoice due date. Generate first notices and assess fees for all unpaid pay-by-plate transactions previously invoiced within the 30-day cycle.
- Allow a 15-day grace period from the first notice due date. Generate second notices and assess fees for all unpaid pay-by-plate transactions previously invoiced within the 30-day cycle.
- Allow a 15-day grace period from the second notice due date. Generate the legal notices and assess fees for all unpaid pay-by-plate transactions previously invoiced within the 30-day cycle.
- Based on the AUTHORITY'S business rules, generate the DMV hold notices, and assess fees for all unpaid pay-by-plate transactions previously invoiced.
- The VENDOR shall update the ROV information every 30 days. Check the ROV retrieval date requirement before noticing and update the accounts when required. Include the ROV information retrieval date on the customer's accounts for adjudication evidence.
- Send notices on a 30-day cycle with an exception to the DMV hold notice, including the aggregated account unpaid balance from previous invoices and notices with the total amount due.
- Manage returned mail and perform skip tracing to obtain a current address for future mailings.
- Resend first notice with the updated addresses obtained from skip tracing or other sources.
- Manage the escalation process for unpaid tolls, including fee assessment.



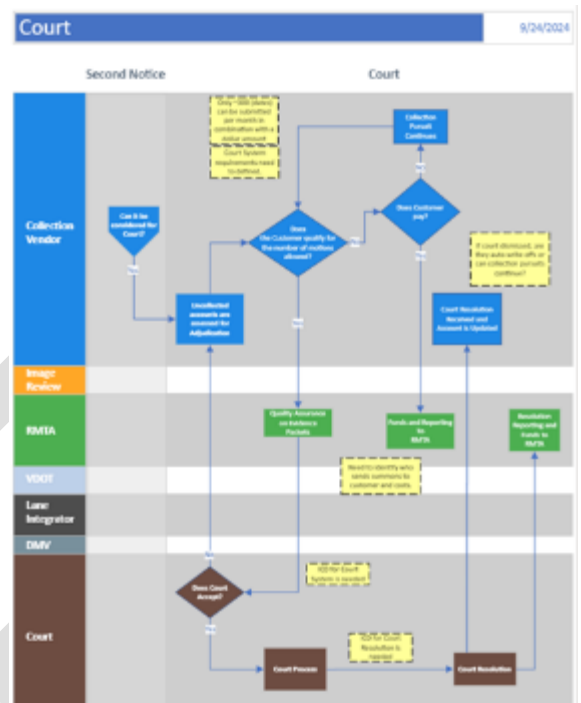
### 2.2.9 DMV Holds and Removals (see Appendix 8.10):

- VENDOR shall on a 30-day cycle (configurable based on AUTHORITY Business Rules) assess accounts for DMV hold eligibility and send eligibility list to the AUTHORITY for quality control and approval.
- Provide secure access to accounts and images for the AUTHORITY and other authorized parties.
- VENDOR shall correct account discrepancies identified by the AUTHORITY’S quality control measures and pursue the applicable collection process as defined in the AUTHORITY’S business rules.
- Submit approved accounts to the Commonwealth of Virginia DMV for holds. Rejected accounts shall be resubmitted in the next 30-day cycle and the account are updated to reflect their status.
- Coordinate with DMV for placing and removing holds on Registered Owner of Vehicle (ROV) license plates. There are fees for placing holds and removing holds on ROV license plates. The AUTHORITY will reimburse the VENDOR for the DMV hold and removal fees captured on the VENDOR’S invoice.
- VENDOR shall provide contact information to the DMVs to support the customer’s account resolution.
- Holds shall be removed from the customer’s account when the balances are paid, or the amounts settled in one business day or in accordance with the AUTHORITY’S approval.
- Include DMV eligible, holds, and removal in the monthly performance package.



**2.2.10 Court Processing (see Appendix 8.10):**

- On a 30-day cycle (configurable based on AUTHORITY Business Rules), VENDOR shall assess accounts for court adjudication eligibility and send the eligibility list to the AUTHORITY for quality control and approval.
- Provide secure access to accounts and images for the AUTHORITY and other authorized parties.
- VENDOR shall correct account discrepancies identified by the AUTHORITY’S quality control measures and pursue the applicable collection process as defined in the AUTHORITY’S business rules.
- VENDOR to submit approved accounts, including the evidence packets, to the local or regional courts for adjudication.
- The AUTHORITY shall manage the court's adjudication process; therefore, the court's collection is not part of the incentive structure.
- The AUTHORITY shall have access to the system to enter the account adjudication dispositions and settlements. Accounts rejected without prejudice by the courts shall be considered for DMV hold and VENDOR'S collection pursuit. The account statuses are updated.
- Include account adjudication reporting in the monthly performance package.



**2.2.11 Data Management:**

- Store and manage images and account data securely.
- Comply with the AUTHORITY’S data retention and privacy policies.
- Comply with all applicable data protection laws, including but not limited to the Virginia Consumer Data Protection Act (VCDPA).
- Implement robust data security measures to protect sensitive customer information.
- At a minimum, the VENDOR will conduct security audits on an annual basis, provide results to the AUTHORITY and promptly address any vulnerabilities.
- Upon the VENDOR awareness of an event that occurs with the TCS System, the VENDOR shall perform additional security audits and provide the findings to the AUTHORITY.
- Provide secure access to AUTHORITY and other authorized parties for compliance monitoring and dashboards.
- Shall be PCI-DSS certified and conduct all required testing by a Qualified Security Assessor (QSA) audit annually.

**2.2.12 Reporting and Reconciliation:**

- Generate reports on the TCS activities and performance (refer to process flow chart for details)
- Provide daily financial and operational reports to the AUTHORITY.

- Reconcile all transactions to include but not limited to pay-by-plate transactions, payments, fees, fines, adjustments, refunds, chargebacks, bank deposits, credit card merchant postings, DMV holds and removals, etc.
- Track key performance indicators (KPIs) for collection efforts, such as collection rate and recovery by age of debt.
- Conduct root cause analysis on uncollectible debts to inform future collection strategies.
- Maintain audit trails for all transactions and account activities.
- Provide monthly performance, non-compliance reports and collection trends with the VENDOR'S invoice package.

#### 2.2.13 **Audit and Transparency:**

- Provide the AUTHORITY or designated representative with unrestricted access to all records.
- Provide audit trails for all transactions and communications.
- Provide easy -to -follow audit trails for the AUTHORITY to reconcile all areas of transaction collections.

#### 2.2.14 **Licensing and Compliance:**

- Maintain Payment Card Industry Data Security Standard (PCI-DSS) compliance for credit card processing to protect cardholder data from theft and unauthorized access.
- VENDOR shall maintain an active license with the Virginia State Corporation Commission (SCC) to operate as a debt collection agency, provide proof of current license, commit to retaining the license throughout the contract period, and promptly notify the AUTHORITY of any changes in licensing status or disciplinary actions.
- VENDOR must comply with and demonstrate a thorough understanding of Virginia Code § 46.2-819.1. This is essential in ensuring that the licensed collection agency correctly manages all unpaid toll violations before any court escalation and maintaining detailed records of all actions taken on unpaid toll accounts to demonstrate compliance with state law.
- VENDOR must post a surety bond as part of the licensing process. This bond is a crucial element that protects consumers and guarantees compliance with debt collection laws.
- Adhere strictly to all provisions of the federal Fair Debt Collection Practices Act (FDCPA), implement and regularly update policies and procedures to ensure all collection practices are fair, legal, and in full compliance with FDCPA, provide regular training to all staff on FDCPA requirements, including proper communication methods and debtor rights, maintain a system to track and promptly address any FDCPA complaints or violations.
- VENDOR shall conduct ongoing compliance management and designate a compliance officer responsible for ensuring adherence to all applicable laws and regulations, conduct regular internal audits to verify compliance with state and federal regulations, stay informed about changes in relevant laws and regulations, and promptly adjust practices as needed, and provide the AUTHORITY with regular compliance reports, including any identified issues and corrective actions taken.

## 2.3 Proposal

Each VENDOR should submit a comprehensive proposal that includes, but is not limited to, the following elements:

- 1. Company Profile:**
  - a. Brief history and general description of the firm
  - b. Number of years in business
  - c. Major projects completed, particularly in tolling or related industries.
  - d. Services offered and industries served.
  - e. Organizational structure and leadership team
  - f. Relevant certifications, licenses, or accreditations
- 2. Experience and Expertise:**
  - a. Detailed examples of similar projects or contracts, including client names, project scopes, and outcomes
  - b. Case studies demonstrating success in image-based tolling and revenue collection.
  - c. Key personnel resumes and their roles in the proposed project
- 3. Technical Solution:**
  - a. Detailed description of the proposed technical solution
  - b. System architecture and integration approach
  - c. Data security and privacy measures
  - d. Scalability and flexibility of the proposed system
- 4. Operational Approach:**
  - a. Methodology for image review and license plate recognition
  - b. DMV lookup process and success rates
  - c. Collections strategy and performance metrics
  - d. Customer service approach and quality assurance measures
- 5. Implementation Plan:**
  - a. Proposed timeline for system implementation
  - b. Transition strategy from the current system to the proposed solution.
  - c. Training plan for the AUTHORITY'S staff
  - d. Risk management and mitigation strategies.
- 6. Performance Guarantees:**
  - a. Approach to meeting the Key Performance Indicators (KPIs) and Service Level Agreements (SLAs)
  - b. Strategy for transitioning from Phase 1 to Phase 2 (guaranteed revenue model)
- 7. Innovation and Technology:**
  - a. Description of any proprietary technologies or innovative solutions
  - b. Approach to continuous improvement and adaptation to emerging technologies.
- 8. Compliance and Legal:**
  - a. Demonstration of compliance with relevant state and federal regulations
  - b. Licensing status and any pending legal issues
- 9. Pricing Proposal (separate from technical proposal):**
  - a. Detailed pricing structure for Phase 1 to include proposed incentive structure for retaining a percentage of fees and fines collected.
  - b. Conceptual Framework for Phase 2 Revenue Assurance Model
- 10. References:**
  - a. List of at least three relevant client references with contact information
- 11. Additional Information:**



- a. Any partnerships or subcontractor relationships relevant to the project
- b. Corporate social responsibility initiatives
- c. Disaster recovery and business continuity plans

VENDORS are encouraged to be thorough and specific in their proposals, clearly demonstrating how their solution will meet or exceed the AUTHORITY'S requirements and contribute to the project's overall goals.

## **2.4 Description of Procurement Process and Submittal Requirements**

By submitting a response to the RFP, the VENDOR is acknowledging that the VENDOR:

- a. Has read the entirety of the information and instructions.
- b. Agrees to comply with the information and instructions contained herein.
- c. The AUTHORITY is NOT responsible for late submissions.

## **2.5 Restrictions on Communications with Staff**

VENDORS shall not communicate with any AUTHORITY staff or AUTHORITY representatives/consultants about this procurement except through the Issuing Officer named herein for questions concerning this RFP which may be submitted pursuant to Section 2.9 Questions and Request for Clarification, or as otherwise outlined in this RFP. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. AUTHORITY reserves the right to reject the proposal of any VENDOR violating this provision.

## **2.6 Procurement Process**

The AUTHORITY will use a two (2) step process to select the successful VENDOR (a Draft RFP followed by an RFP). This Draft RFP represents the first step in the process. The AUTHORITY will engage and evaluate the Draft RFP questions / comments received in response to this Draft RFP. The goal of Step One (1) is to ensure that when the RFP is published the VENDORS understand the AUTHORITY'S needs and requirements in the Toll Collections Services requested in the RFP.

Step Two (2) is to advertise the RFP for selection of the best qualified VENDOR in accordance with the criteria and procedures set forth in the RFP. VENDORS are not required to participate in Step 1 to be qualified to participate in Step 2, however the VENDORS are strongly encouraged to do so.

As Part of Step 2 after the VENDORS submit their response, the AUTHORITY will shortlist VENDORS based on the criteria and procedures set forth in the RFP. Following the shortlisting, the AUTHORITY will require each of the shortlisted VENDORS to facilitate a TCS immersion at an agency deploying their TCS with a similar scope to the AUTHORITY. AUTHORITY staff and/or AUTHORITY representatives/consultants will visit respective agencies and observe TCS systems and operations for a duration of one to two days. Agency visits will occur before the final selection has been made. The TCS immersion will count towards scoring in this procurement and the purpose of those visits will be to determine if shortlisted VENDORS current and deployed systems meets to requirements outlined in this RFP.

## 2.7 Schedule of Activities

Step One	Date
Draft RFP Release Date	October 21, 2024
Comments, Questions and Requests for Clarification	November 20, 2024

Step Two	Date
Anticipated RFP Release Date	January 13, 2025
Questions and Requests for Clarification	
Proposal Submittal	
Short List	
Mandatory Site Visit to observe operations	
Announcement/Selection Date	
Begin implementation	
Fully Operational System	

## 2.8 The AUTHORITY'S Right to Amend and/or cancel this RFP

The AUTHORITY reserves the right to amend this RFP prior to the proposal due date and time. In the event it should be necessary to revise any portion of this RFP, an addendum will be published on the AUTHORITY'S website. It is the VENDOR'S sole responsibility to monitor the internet site, at <https://www.rmtaonline.org/rfps/>, and to acknowledge and/or comply with all addendums to this RFP. VENDORS should monitor the website for information concerning this procurement and will be required to acknowledge in their transmittal letter FORM C Acknowledgement of Addenda that they have received and reviewed all relevant materials posted thereon.

EACH VENDOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ADDENDA AND ANY OTHER POSTED DOCUMENTS AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE VENDOR'S RESPONSE.

VENDORS shall acknowledge receipt of each addendum and understanding in the format provided in Appendix H. Proposal Forms.

Finally, the AUTHORITY reserves the right to cancel this RFP at any time.

## 2.9 Comments, Questions and Request for Clarification

No comments or questions other than written comments and questions will be accepted. Informal verbal comments or inquiries are not allowed. All VENDORS must submit comments and questions by the deadline identified in Section 2.7 Schedule of Activities. All comments and questions about this RFP must be submitted following the AUTHORITY'S process outlined below.

1. Citation of the relevant section of the RFP: Question

The written question/comment shall include, as a minimum, the following:

- a. The name and email address of the VENDOR
- b. Appropriate identification of the procurement by RFP title and number
- c. Citation of the relevant section of the RFP, and
- d. Comment or Question regarding the section.

All such comments shall first be made to:

Attn: Manager of Procurement  
Richmond Metropolitan Transportation Authority  
Paula.Watson@rmtaonline.org

Responses to comments and questions posed will be posted on the AUTHORITY website for the benefit of all VENDORS. Interested parties are responsible for monitoring the AUTHORITY website for information, updates, or announcements regarding this RFP.

The final Contract that the AUTHORITY expects to award as a result of this RFP is included as Appendix 8.3. Draft Contract to this RFP. Therefore, all costs associated with complying with the requirements of such terms should be included in any pricing quoted by VENDORS. While comments, questions, clarifications, and recommendations are encouraged, any exceptions to the AUTHORITY'S Terms and Conditions are shown in Section 7.15 Terms of Contract.

VENDOR proposal must be indicated as an exception in the proposal. Only those exceptions will be considered for negotiation.

The final Contract, containing any acceptable and agreed upon requests, will be posted by the deadline specified in Section 2.7 Schedule of Activities. All requests will be taken into consideration by the AUTHORITY; however, the final Contract that is posted will contain the final Contract terms and conditions that are acceptable to the AUTHORITY.

### **2.9.1 Response Material Ownership**

Ownership of all data, materials, and documentation originated and prepared for the AUTHORITY shall belong exclusively to the AUTHORITY and be subject to public inspection per the Virginia Freedom of Information Act (VFOIA) unless otherwise Redacted as outlined in Section 2.9.2.

### **2.9.2 Proprietary Information – Confidential Contents – Redacted Version of Response (No Page Limitation)**

In addition, to the requirements outlined below regarding the VENDOR'S RFP response related to Confidential Content, the VENDOR is required to provide a Redacted Version of their RFP response. This version will be submitted and labeled as Appendix A Confidential Contents – Redacted Version of Response. If the VENDOR chooses to submit their response electronically, a separate file will be required with and labeled as Appendix A Confidential Contents – Redacted Version of Response.

The VENDOR that sets forth the specific items (and the section and page numbers within the RFP response at which such items are located) that VENDOR deems trade secret or other confidential information protected by FOIA. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for the AUTHORITY to treat the entire RFP response as public information. Notwithstanding the foregoing, the list required under Section 7.7 Public Information is

intended to provide input to the AUTHORITY as to the confidential nature of a VENDOR'S RFP response, but in no event shall such list be binding on the AUTHORITY, determinative of any issue relating to confidentiality or a request under the Public Records Act or other applicable law or override or modify the provisions of the Statute or the responsibilities of the AUTHORITY and the State's Parties thereunder.

## **2.10 Rejection of Proposals**

The AUTHORITY reserves the right to reject any or all responses, waive any irregularity or informality in a VENDOR'S proposal, and accept or reject any item or combination of items. It is also within the right of the AUTHORITY to reject responses that do not contain all elements and information requested in this RFP. A VENDOR'S response will be rejected if the response contains any defect or irregularity. Such a defect or irregularity constitutes a material deviation from the RFP requirements. AUTHORITY will determine defects on a case-by-case basis.

## **2.11 Site Visits**

Following the shortlisting of VENDORS, the AUTHORITY will require each of the VENDORS to facilitate a toll collections services immersion at an agency deploying their service with a similar scope to the AUTHORITY. The AUTHORITY staff and consultants will visit respective agencies and observe TCS systems and operations for a duration of one (1) to two (2) days. Agency visits will occur after the shortlisted VENDORS are selected. The toll collections services immersion will count towards scoring in this procurement and the purpose of those visits will be validate the VENDOR'S RFP response and capabilities in successfully delivering the services outlined in the RFP.

The AUTHORITY anticipates in-person site visits to tour at least one (1) current installation provided by shortlisted VENDORS. The AUTHORITY reserves the right to require shortlisted VENDORS to provide a virtual site visit due to schedule or travel restrictions depending on the agencies identified by the VENDOR.

## **2.12 Format and Page Limitation**

This section provides information that shall be followed by VENDORS when submitting their response to the RFP. Failure to comply may result in a Rejection of Proposal outlined in Section 2.10.

### **2.12.1 Format**

The RFP can be submitted either in a digital format (PDF) or in a hard copy version. Ten (10) hard copies submission, the response shall be submitted in bound volumes on standard 8 ½" x 11" paper. Charts and exhibits may be of a larger size but must be folded to the standard size. All information must be assembled and indexed in the order indicated in the Sections outlined in the RFP together with an Appendix containing the items described below. The response shall be limited to forty (40) pages, double-sided and shall include typed text, graphics, charts, and photographs (except when found on section dividers and not referenced in the text). The minimum type or font size for text shall be 11-point. The minimum for non-text portions, such as graphics and charts, shall be 10-point. Foldout pages count as one page, but the response shall be limited to five (5) foldout pages.

## **2.12.2 Introductory Material**

### *2.12.2.1 Transmittal Letter*

The Transmittal Letter shall not exceed one (1) page. A duly authorized official of VENDOR or lead firm must execute the transmittal letter. For VENDORS that are joint ventures, partnerships, limited liability companies or other associations, the transmittal shall be appended with letters on the letterhead stationery of each entity holding an equity interest in VENDOR, stating that representations, statements, and commitments made in the RFP response on behalf of the equity members have been authorized by, are correct, and accurately represent the role of the equity member's firm in VENDOR'S team.

### *2.12.2.2 Executive Summary*

The Executive Summary shall not exceed three (3) pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with VENDOR'S RFP response and its ability to satisfy the financial and technical requirements of the Project.

## **2.12.3 Relevant Experience and Qualifications**

The Relevant Experience and Qualifications response shall not exceed eight (8) pages. The VENDOR shall specifically identify and describe the VENDOR'S experience related to toll collections services projects with an emphasis on account management, image processing, collection services and customer service operations matters, including but not limited to integration, implementation, and O&M of toll collection systems. Specifically, each VENDOR should provide a minimum of the VENDOR'S five (5) projects for the five (5) years to and including the year ended December 31, 2024, in performing the services outlined in this RFP utilizing FORM D Projects and Clients List. In addition, utilizing FORM E Detailed Project Descriptions three (3) projects require a detailed description of services provided. Project information previously provided in response to FORM D Projects and Clients List should be summarized or incorporated by reference, rather than repeated in whole.

VENDORS utilizing FORM E Detailed Project Descriptions shall provide a description of no more than three tolling industry projects and clients awarded, implemented, or operated during the period 2019-2024. From the project list completed on FORM E VENDORS shall select the three (3) projects that most successfully demonstrate the VENDOR team's ability to perform the outlined scope of services described in Section 5 Approach to Services.

VENDORS shall note that FORM D and FORM E will not count toward the page limits outlined in the RFP. Detailed descriptions shall include additional information required to clarify or elaborate on the project and its performance. VENDORS shall provide their experience, knowledge and understanding of the various aspects of the Scope of Work provided in Approach to Services Section 5 and with reference to the Evaluation Criteria provided in Section 6.4 Evaluation Criteria.

## **2.12.4 References**

VENDOR references are required for any project listed pursuant to FORM D Project & Clients List as outlined in Section 4.2 Overall Project Experience of VENDOR ensuring that areas within the form are filled out per the directions.

Each reference shall include the name, position, company or agency, current postal and email addresses, and phone number, as indicated in the appropriate areas on FORM D Project & Clients List. A separate

submission is not required for this section. VENDORS are requested to verify that contact information is correct and are advised that if the contact information provided is not current, The AUTHORITY may elect to exclude the experience represented in determining qualifications.

### **2.12.5 Approach to the Services**

The Approach to Services section shall not exceed forty (40) pages. VENDORS shall provide a narrative of the VENDOR'S technical approach to the Project. This narrative shall include, but not be limited to, the VENDOR'S understanding and approach to implementation of a TCS project, implementation of the CSC, the integration of the CBO, IR Services and all services outlined within the RFP, and the on-going system maintenance associated with each.

VENDOR shall also discuss the availability of qualified resources sufficient to implement the Project, maintenance work and associated responsibilities, as well as the VENDOR'S backlog and other project schedules during critical overlapping timeframes.

VENDOR shall also detail its approach to successfully managing all components of the launch of a new TCS project and ensuring resources are appropriately allocated for each component of the work. VENDOR shall explain how it will ensure that the Project will not be impacted by resource availability.

VENDOR shall describe the production, research, and testing facilities that the VENDOR anticipates using during the term of the Agreement. VENDOR shall indicate whether such facilities are open for visits and inspections by the AUTHORITY and their respective representatives (including staff and consultants), as well as any caveats or preconditions on such visits/inspections.

### **2.12.6 Resumes**

The VENDOR shall provide detailed resumes for all key personnel proposed for this project, including but not limited to the Project Principal and the Project Manager. Each resume shall not exceed two (2) pages in length. While the AUTHORITY requires information on the Project Principal and Project Manager, VENDOR can propose additional key personnel necessary to deliver the required services successfully. The AUTHORITY does not wish to prescribe specific positions beyond the Project Principal and Project Manager, allowing the VENDOR to structure their team based on their expertise and proposed approach.

For the Project Principal and Project Manager positions, any changes to the individuals assigned to these roles shall be submitted to the AUTHORITY in writing for approval for the duration of the Contract as outlined in Section 5.5.2 Key Staff. Additionally, the VENDOR shall provide background checks for the Project Principal and the Project Manager.

The VENDOR is encouraged to include information on any additional key personnel they believe are crucial to the project's success while adhering to the two-page resume limit for each individual.

### **2.12.7 Legal Information**

The following information regarding legal issues affecting VENDOR and its team members shall be submitted:

#### *2.12.7.1 Legal Liabilities*

Provide a list and a brief description of all instances during the last five (5) years involving toll projects in North America in which VENDOR, any major subcontractor or any Affiliate of the foregoing was (i)

determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone and e-mail address if available.

For purposes of this section, "Affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the VENDOR, or any major Subcontractor as a joint venture or partner and not to activities of other joint venturers or partners not involving the VENDOR, or any major subcontractor), and other financially liable or responsible parties for the VENDOR, that, (a) within the past five (5) years have engaged in business or investment in North America or (b) have been involved in any project listed by an entity pursuant to Section 6.5.

#### *2.12.7.2 Legal Proceedings*

Provide a list and a brief description (including the resolution) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last five (5) years related to a toll project in North America and those projects listed pursuant to Section 6.5 involving a claim or dispute between the project owner and the VENDOR, any major Subcontractor or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) \$500,000 on projects with a contract value in excess of \$15 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding.

Include a similar list and description for all projects included in the response to Section 4.4 involving an amount more than \$100,000, regardless of the contract value. For each instance, identify an owner's representative with a current phone and e-mail address if available.

#### *2.12.7.3 FORM A Certification*

VENDOR shall include executed copies of FORM A Certification for VENDOR, each major Subcontractor, and each Financially Responsible Party. VENDORS shall note that executed copies of FORM A Certification must be submitted in addition to the Legal Liabilities and Legal Proceedings requirements specified in this Section 2.12.7.3 above.

With respect to the information solicited in this Section 2.12.7.3, failure to fully disclose this information, conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information," "such information is not readily available," "such information is not maintained in the manner requested," etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling the AUTHORITY to contact owner representatives may, in the sole discretion of the AUTHORITY, lead to a "fail" rating for the team or disqualification from the procurement process.

### 3 General VENDOR Responsibilities

The VENDOR will be responsible for implementing and managing a Pay-by-Plate toll collection system, ensuring that it operates seamlessly, with high accuracy and efficiency. The responsibilities include managing all aspects of the system, from transaction capture to customer invoicing, payment processing, and delinquent account collection. The VENDOR must also ensure full compliance with Commonwealth of Virginia regulations, including data privacy and security protocols. Clear communication and regular updates with the AUTHORITY are essential to maintain transparency and align with established performance goals.

General Scope of Work Description:

The VENDOR's responsibilities include, but are not limited to:

#### 3.1 System Implementation, Testing, Integration and Management:

- Integrate the AUTHORITY'S project requirements into the VENDOR's existing service framework.
- Design, test, implement, and maintain a Pay-by-Plate toll collection system that seamlessly integrates with the AUTHORITY'S existing infrastructure.
- Configure the VENDOR's existing systems to accommodate the AUTHORITY'S specific needs and processes.
- Design, develop, and maintain robust APIs and interfaces to facilitate seamless data exchange between the VENDOR's system and the AUTHORITY'S existing infrastructure.
- Design all integrations and interfaces with scalability in mind to accommodate future growth and system enhancements.
- Create and manage interfaces with external entities such as VDOT, , DMVs, local and regional courts, payment processors, cash payment networks, reputable bank, and other relevant stakeholders.
- Ensure all APIs and interfaces are well-documented, secure, and scalable.
- Ensure that all integrations are thoroughly evaluated and validated before deployment.

#### 3.2 Transaction Processing:

- Capture and process all image-based toll transactions with high accuracy and efficiency.
- Perform automated image review for license plate identification, including:
  - Continuously update and improve the automated image review system to enhance performance and increase the percentage of images processed automatically.
  - Routinely update the system to recognize new license plate designs and formats as they are issued by DMVs, ensuring timely and accurate processing of all plate types.
  - Implement image enhancement techniques to improve the quality of captured images before processing.
  - Provide regular performance reports on automation rates, accuracy levels, and areas for improvement as outlined in Section 3.14.
- Conduct manual reviews for images that cannot be automatically processed, focusing on continually reducing the percentage requiring manual intervention.
- Provide quality control queues for the AUTHORITY to access and provide input when required.



- Perform in-state and out-of-state DMV lookups for vehicle owner information.
- Conduct in-state and out-of-state DMV lookups for vehicle owner information.

### **3.3 Customer and Account Management:**

- Establish and manage customer accounts for unpaid pay-by-plate transactions.
- Provide a user-friendly customer portal for account management and payments.
- Implement a robust customer service system, including multi-channel support (phone, email, web, text.)
- Manage customer inquiries, disputes, and complaints.
- Achieve and maintain a high customer satisfaction rating.

### **3.4 Invoicing and Payment Processing:**

- Generate and distribute customer invoices in compliance with state regulations.
- Process payments through multiple channels (online, mail, phone, cash payment networks)
- Implement a cash payment network to accommodate all customer segments.
- Establish a bank account on AUTHORITY's behalf for a daily sweep of the payments received.
- Reconcile all payments and provide detailed financial reporting to the AUTHORITY.

### **3.5 Collections:**

- Implement and manage a comprehensive collections strategy for unpaid tolls.
- Manage the escalation process for unpaid tolls, including subsequent notices and fee assessment.
- Coordinate with the AUTHORITY for DMV holds and court adjudication processes.
- Provide a comprehensive evidence package for potential legal action.

### **3.6 Reporting and Analytics:**

- Provide comprehensive reporting on all aspects of the toll collection process, including system performance and collection trends.
- Provide real-time access to system data and performance metrics.

### **3.7 Compliance and Security:**

- Ensure compliance with all relevant federal, state, and local regulations, including data privacy laws.
- Implement robust data security measures to protect customer information.
- Maintain all necessary licenses and certifications for toll collection and debt collection activities.

### **3.8 Performance Management:**

- Meet or exceed all established Key Performance Indicators (KPIs) and Service Level Agreements (SLAs)
- Participate in regular performance reviews with the AUTHORITY.
- Implement continuous improvement strategies based on performance data.

### **3.9 Transition Management:**

- Develop and execute a comprehensive transition plan from the current system to the new Pay-by-Plate system.
- Provide training to the AUTHORITY'S staff on system use and management.

### **3.10 Communication and Transparency:**

- Maintain clear and regular communication with the AUTHORITY on all aspects of the system and services.
- Provide the AUTHORITY'S complete visibility into system operations, including access to real-time data and performance metrics.

### **3.11 System Architecture and Documentation:**

- Maintain comprehensive documentation of all system components, APIs, and interfaces.
- Regularly update the documentation to reflect system changes and enhancements.

### **3.12 Phased Implementation:**

- Execute Phase 1 with a focus on achieving high collection rates and establishing baseline performance metrics.
- Prepare for and transition to Phase 2, implementing a guaranteed revenue model based on Phase 1 performance data.

The VENDOR must demonstrate how it will fulfill these responsibilities while seamlessly integrating client-specific requirements into its existing framework while maintaining system integrity and performance. The VENDOR should emphasize its ability to deliver a high-performance, cost-effective solution that meets the AUTHORITY'S goals for improved toll collection, reduced costs, and enhanced customer service.

### **3.13 Auditability of System**

The system must have robust error detection and notification mechanisms, ensuring that issues such as image capture failures or unreadable license plates trigger immediate alerts. The system should provide both visual and audible notifications to operators, allowing for quick identification and resolution of issues. The auditability aspect should also be customizable, ensuring that all types of errors can be distinguished, helping to reduce operational downtime and ensure consistent toll collection.

The VENDOR's system must provide comprehensive auditability and transparency for all transactions and operations. This includes, but is not limited to:

#### **1. Error Detection and Notification:**

- Implement robust error detection mechanisms for all system components.
- Provide immediate alerts for issues such as image capture failures or unreadable license plates.
- Offer customizable visual and audible notifications for all types of errors.
- Ensure quick identification and resolution of issues to minimize operational downtime.

2. **Full System Access:**
  - Provide the AUTHORITY with complete, real-time access to all system components and data.
  - Implement role-based access control to ensure appropriate levels of access for different AUTHORITY staff.
  - Offer a user-friendly interface for AUTHORITY to navigate and query all aspects of the system.
3. **Transaction Auditability:**
  - Maintain a comprehensive audit trail for every transaction from initial capture through final resolution.
  - Ensure each step in the transaction process is timestamped and linked to the responsible user or system component.
  - Provide the ability to reconstruct the entire history of any transaction on demand.
4. **Evidence Package Generation:**
  - Implement a robust system for creating and maintaining evidence packages for potentially adjudicated accounts.
  - Ensure all elements required for court proceedings are automatically compiled and easily accessible.
  - Provide a clear chain of custody for all elements of evidence.
5. **Integration Auditability:**
  - Provide comprehensive logging and tracking of all data exchanges between the VENDOR'S system and the AUTHORITY'S existing systems (VDOT and the roadway systems).
  - Ensure full visibility into the integration points between the VENDOR's framework and the AUTHORITY'S systems.
6. **Financial Auditability:**
  - Implement robust financial controls and reporting mechanisms.
  - Provide detailed breakdowns of all financial transactions, including payments, adjustments, and write-offs.
  - Ensure compliance with generally accepted accounting principles (GAAP) and relevant financial regulations.
7. **System Performance Monitoring:**
  - Implement continuous monitoring of system performance metrics.
  - Provide real-time and historical performance data for all system components.
8. **Compliance Auditing:**
  - Maintain comprehensive logs of all system activities for compliance auditing purposes.
  - Provide tools for conducting internal and external audits of system operations and data-handling practices.
9. **Data Integrity and Security:**
  - Implement robust data integrity checks to ensure the accuracy and completeness of all stored information.
  - Provide detailed logs of all data access, modification, and deletion activities.
  - Ensure all data is encrypted both in transit and at rest.

The VENDOR must demonstrate how their existing framework can be adapted to meet these comprehensive audibility and transparency requirements while maintaining efficient operations. The

proposed solution should balance the need for detailed tracking and reporting with system performance and ease of use.

### 3.14 Reporting

The VENDOR shall provide a robust and comprehensive reporting system that allows for detailed tracking and analysis of all Pay-by-Plate transactions, from initial image capture to payment or collection. The reporting capabilities must include, but are not limited to, the following:

- a. **Real-time Dashboards:**
  - a. Provide customizable, real-time dashboards for key performance indicators.
  - b. Allow for user-defined alerts and thresholds.
- b. **Transaction Reporting:**
  - a. Detailed reports on transaction volumes, success rates, and processing times
  - b. Ability to filter and sort by various parameters (e.g., date, location, transaction type)
- c. **Image Review Performance:**
  - a. Reports on automated and manual image review accuracy rates
  - b. Analysis of rejection reasons and trends
- d. **Invoicing and Collections:**
  - a. Detailed invoicing reports, including issuance rates and delivery status.
  - b. Collection performance reports, including payment rates and aging analysis.
- e. **Revenue Reconciliation:**
  - a. Comprehensive revenue reports detailing all collected tolls, fees, and penalties.
  - b. Ability to reconcile revenue across all payment channels and methods.
- f. **System Performance:**
  - a. Reports on system uptime, response times, and error rates
  - b. Capacity utilization and scalability metrics
- g. **Customer Service:**
  - a. Reports on customer interactions, dispute resolutions, and satisfaction metrics
  - b. Analysis of frequently asked questions and common issues
- h. **Audit Trail:**
  - a. Detailed audit logs for all system activities and user actions
  - b. Ability to track changes and approvals for key processes.
- i. **Customizable Reports:**
  - a. Allow users to create and save custom report templates.
  - b. Provide ad-hoc reporting capabilities for unique analysis needs.
- j. **Exception Reporting:**
  - a. Automated detection and reporting of discrepancies or anomalies
  - b. Configurable alerts for predefined exception criteria
- k. **Export Capabilities:**
  - a. Ability to export reports in multiple formats (e.g., PDF, Excel, CSV)
  - b. Scheduled report generation and distribution
- l. **Historical Data Analysis:**
  - a. Capability to analyze historical trends and patterns.
  - b. Forecasting tools based on historical data.

**m. Compliance Reporting:**

- a. Reports to demonstrate compliance with relevant regulations and standards.
- b. Privacy and data protection compliance metrics

The VENDOR must ensure that:

- a. All reports are easily accessible through a user-friendly interface.
- b. Data is updated in real-time or near real-time as appropriate.
- c. Reports can be generated for any date range, with options for daily, weekly, monthly, and annual views.
- d. The system provides drill-down capabilities for detailed analysis.
- e. Role-based access controls are in place to manage report accessibility.
- f. A data dictionary and report catalog are provided for all available reports and data fields.

During the implementation phase, the VENDOR shall collaborate with the AUTHORITY to define specific report layouts, content, and scheduling. The reporting system should be **flexible** enough to accommodate future reporting needs without requiring significant system modifications.

### **3.15 Systems and Technologies**

The TCS may utilize a range of advanced technologies, including artificial intelligence (AI), cloud computing, and secure networking solutions. AI could be employed for tasks such as automated license plate recognition (ALPR), image analysis, and identifying payment patterns, helping to improve efficiency and accuracy. It is important, however, that any AI solutions used are fully explainable, ensuring that every decision or action taken by the system can be easily understood and reviewed. This reduces the risk of "black-box" scenarios, where the internal workings of AI systems are unclear or inaccessible to human operators.

Cloud-based infrastructure might be used to manage large volumes of data, offering scalable storage, processing power, and real-time analytics. This could allow for more flexible and efficient management of tolling data, as well as easier integration with other systems. Security will remain a top priority, with encryption used for both data at rest and in transit, and measures such as multi-factor authentication (MFA) to prevent unauthorized access.

In addition, technologies that may be used must have guardrails to ensure system integrity and prevent common pitfalls such as hacking, system malfunctions, or AI-related errors like hallucinations. Regular audits, monitoring, and updates will help maintain system security and performance, while redundant systems could be employed to ensure continuity and prevent failures. Though the use of these technologies is not mandatory, they offer VENDORS the potential to optimize operations while ensuring the safety, transparency, and reliability of the system. Please be transparent with all technologies being employed in the collection effort and include safeguards being employed with each technology.

## 4 Experience and Qualifications

VENDORS shall provide a description of their team’s experience and qualifications in tolling industry projects and clients awarded, implemented, or operated during the period 2019-2024 as defined in the following sections using the appropriated Forms provided.

### 4.1 History and Description of the VENDOR

Each VENDOR should provide a brief history and general description of its firm in addition to what is defined in Section 4.4 Relevant Experience and Qualifications.

### 4.2 Overall Project Experience of VENDOR

The VENDOR shall provide a listing of five (5) relevant projects accomplished within the past five (5) years with greater significance will be placed on toll road projects using FORM D Projects & Clients List, which list shall include the following:

1. Project name.
2. Project Description.
3. Type of Project (TCS, CBO, CSC, O&M, Equipment only)
4. Project manager
5. Client Name
6. Client Contact Person
7. Client Phone Number
8. Client Email Address
9. Award Date
10. Status of Project
11. Project Award Contract Value
12. Current Contract Value
13. Contract Delivery Date
14. On Schedule Yes or No)
15. If No, explain briefly

Of the projects that are listed on FORM D Projects & Clients List, the VENDOR shall provide details of three (3) projects using FORM E Detailed Project Descriptions that you would like to highlight that are most relevant to this procurement. The VENDOR include the following:

1. Client Name
  - a. Project Name
  - b. Project Description
  - c. Project Pricing/Budget
  - d. Entity’s Contract Value
2. Client Contact Information
  - a. Name of Client Contact
  - b. Email
  - c. Phone
3. Number of Accounts

- a. Prepaid
  - b. Post Paid
- 4. Annual Transactions
  - a. Number of License Based Transactions
  - b. Number of Transponder Based Transactions
- 5. Equipment
  - a. Contract Value of Equipment (if supplied by your firm)
  - b. Workstations
  - c. IVR Systems
  - d. Other Equipment
- 6. Customer Service Center (CSC) Value of Number of Accounts
  - a. Contract Value of CSC Startup
  - b. Contract Value of CSC Annual Operations
  - c. Number of CSRs (include supervisors) provided by entity
  - d. Number of Image Reviewers provided by entity
  - e. Total Number of Staff supplied by entity
- 7. Back Office System Yes/No
  - a. Contract Value of CBO
  - b. Integrate with 3rd Party System
  - c. Integrate with your Firm's System
- 8. Credit Collections Value or Number of Accounts Yes/No
  - a. Contract Value of Collections Processing
  - b. # of Collection Accounts
  - c. Value of Successful Collections
- 9. Image Processing Value or Number of Transactions Yes/No
  - a. Contract Value of Image Processing
  - b. Guaranteed Automation Rate
  - c. Human Image Reviewer Provided (Yes or No)
  - d. Integrated with entity's collection system (Yes or No)

By submitting a response and associated information, the VENDOR unconditionally authorizes the AUTHORITY to contact and confer with the indicated client contact(s) and other current or past client employees.

### **4.3 Experience with Subconsultants**

Where Subconsultant services are proposed, the information specified in Section 4.1 History and Description of the Firm shall also be furnished for the key subconsultant firm(s) with a maximum of three (3) provided. VENDORS are advised that no subconsultant or subcontractor may be employed without the AUTHORITY'S approval, in its sole discretion. The provisions of the Agreement also pertain to subcontractors and subconsultants.

### **4.4 Experience Relevant to Toll Collection Services Projects**

The VENDOR shall specifically identify and describe the firm's experience related to Violation Processing and Revenue Collection projects, emphasizing toll collection services matters, including but not limited

to integration and implementation of toll collection systems. Specifically, each VENDOR should provide total firm billings for the five (5) years to and including the year ended December 31, 2024, in performing toll collection services, and briefly identify those projects. Project information previously provided in response to Section 2.12.3 Relevant Experience and Qualifications should be summarized or incorporated by reference rather than repeated in whole.

## **4.5 Availability**

The VENDOR should include information relative to the location, capabilities, and resources of the office or offices from which it proposes to perform the required services, along with resident personnel by discipline that would be assigned to the AUTHORITY, with an emphasis on demonstrating that it has the necessary qualified personnel available to the AUTHORITY, and the ability to handle temporary loss of field staff or peaks in workload requirements through its approach to staffing.

## **4.6 Management and Coordination Experience**

The VENDOR shall describe its experience providing management and coordination services similar to the services expected of the TCS. This description should specifically address the VENDOR'S record in delivering completed projects on time and on budget. Once again, project information previously furnished in response to Section 4.2 Overall Project Experience of VENDOR should be summarized or incorporated by reference rather than repeated in whole.

## **4.7 Staffing**

The VENDOR shall submit a project team that clearly illustrates the organizational structure's key elements proposed to accomplish the required management, technical, and administrative services. A data flow chart shall show the operational personnel that will handle each phase of the violation collection process. If operations are handled by subcontractors or partners, indicate the entity that will be performing the tasks. The VENDOR shall identify the point of contact concerning all services, as more particularly under Section 5.5 Staffing Relevant Experience and Qualifications. Project management and key technical personnel within each discipline shall be identified and addressed, as more particularly described under Section 5.5.2 Key Staff. Other items that may be included in the discussion of the project team are:

1. Key staff experience in Transaction Processing and Collections.
2. Key staff resumes (to be included as Appendix B and limited to two (2) pages per person).
3. Key Staff responsibilities to indicate end-to-end tracking of the violation from receipt to collection

The VENDOR shall identify and provide relevant information concerning the remainder of the VENDOR'S identified project management and key technical personnel.

The VENDOR may identify and provide other relevant information concerning the VENDOR'S project management and key technical personnel.

As the AUTHORITY is transitioning from a cash operations to an AET operations, there will be local AUTHORITY staff that may be available for hire. The VENDOR shall propose if desired an approach to hiring local staff and the positions they may perform.



## 4.8 Financial Capacity

### 4.8.1 Identification of Financially Responsible Party

The VENDOR shall provide a completed FORM F Information Regarding VENDOR team and Financially Responsible Party, electronically signed by a duly authorized officer of the VENDOR, that identifies the VENDOR'S full legal name, VENDOR'S team members, and clearly identifies the entity(ies) that will guarantee the VENDOR'S financial obligations (Financially Responsible Party) under the Contract. The Financially Responsible Party could be: i) the VENDOR itself; or ii) parent company(ies) or affiliate(s) of any of the members of the VENDOR that will support and guarantee the VENDOR'S obligations under the Contract.

The VENDOR shall provide the Financially Responsible Party's financial statements and accompanying information described in Sections 4.8.2, Section 4.8.3, Section 4.8.4, and Section 4.8.5 below. The AUTHORITY will rely solely on the financial statements and accompanying information of the Financially Responsible Party to determine whether the VENDOR has the financial capability to perform. In addition, the AUTHORITY may, in its discretion based upon the review of the information provided, specify that an additional acceptable Financially Responsible Party is required as a condition of shortlisting, in which case the information required of such Financially Responsible Party shall be submitted upon the request of the AUTHORITY.

### 4.8.2 Financial Statements

The VENDOR must provide the applicable financial statements for the entity(s) identified by the VENDOR in Section 4.8.1. for the three most recently completed fiscal years. If the entity has been in existence for less than three (3) fiscal years, Respondent shall expressly state that such entity has been in existence for less than three (3) fiscal years and shall provide financial statements for the number of fiscal years it has been in existence.

Financial statement information must be consolidated where required by generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS) and must include:

- a) Opinion Letter (Auditor's Report)
- b) Balance Sheet
- c) Income Statement or Statement of Comprehensive Income
- d) Statement of Changes in Cash Flow
- e) Footnotes to Financial Statements

In addition, Financial Statements must meet the following requirements:

- a) GAAP/IFRS: Financial Statements must be prepared in accordance with U.S. GAAP or IFRS.
- b) U.S. Dollars: Financial statements should be provided in U.S. dollars.
- c) Audited: Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financials are not available, unaudited financial statements for such entity shall be provided, certified as true, correct, and accurate by the Chief Financial Officer ("CFO"), treasurer or equivalent officer of the entity.

- d) English: Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information must be provided.
- e) SEC Filings: If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their most recent annual report on Form 10K.

#### **4.8.3 Credit Ratings**

The VENDOR (or Financially Responsible Party) shall provide its most recent credit rating from agencies such as Moody's Investor Services, Standard & Poor's, or Fitch Ratings, to the extent such entities have credit ratings. If no credit ratings exist, then the VENDOR (or Financially Responsible Party) shall provide a written statement specifying that no credit ratings exist for the VENDOR (or Financially Responsible Party).

#### **4.8.4 Off-Balance Sheet Liabilities**

The VENDOR shall provide a list describing all off-balance sheet liabilities and commitments for either the VENDOR or Financially Responsible Party, if applicable, for the three most recently completed years and anticipated for the next reporting period. If the off-balance sheet liabilities and commitments are included in the notes to the financial statements, then the VENDOR is not required to provide a separate listing. If no off-balance sheet liabilities exist, then a written statement signed by a duly authorized officer of the entity must be provided, certifying that no off-balance sheet liabilities exist.

#### **4.8.5 Surety or Bank/Financial Institution Letter**

At the RFP stage, VENDOR must submit a letter from an Eligible Surety or Eligible Financial Institution which shall be addressed to the AUTHORITY and shall state that the VENDOR is able of obtaining a performance bond and a surety bond in an amount equal to 100% of the contract price for each applicable phase.

A cyber security bond or cyber security insurance will be also required at the RFP stage to cover unauthorized use of technology, computer programs or misplaced Personally Identifiable Information (PII) and Media Liability.

## 5 Approach to the Services

### 5.1 Proposed Approach

#### 5.1.1 Objective

The AUHORITY aims to implement a customer-centric toll collection system (TCS) that maximizes timely revenue collection efficiently and cost-effectively while prioritizing user experience, offering flexible payment options, ensuring transparency, and promoting fairness, fostering positive engagement with tolling services and maintaining financial sustainability.

- **Ensure Efficient Revenue Collection:** Maximize the collection of unpaid tolls, fees, and fines promptly at a reasonable cost while maintaining the financial sustainability of the tolling system.
- **Enhance Customer Experience:** Implement a user-friendly, customer-centric approach to toll collection that simplifies the payment process, reduces friction, and fosters positive interactions with the tolling system.
- **Increase Transparency:** Provide customers with clear, easily accessible information about their tolls, fees, and account status, empowering them to manage their obligations effectively.
- **Offer Flexible Payment Options:** Accommodate diverse customer needs by providing multiple payment channels, including online, mobile, and cash payment options.
- **Improve Communication:** Establish initiative-taking, clear, and timely communication with customers regarding their toll usage, payments due, and account status to prevent escalation to violations.
- **Streamline Dispute Resolution:** Implement an efficient, fair, and responsive process for addressing customer inquiries, disputes, and complaints.
- **Promote Fairness and Equity:** Ensure that toll collection practices are equitable and do not disproportionately burden any group of customers.
- **Encourage Compliance:** Develop strategies that motivate timely toll payments and reduce the incidence of violations through education, incentives, and user-friendly systems.
- **Maintain Data Privacy and Security:** Implement robust measures to protect customer data and ensure compliance with all relevant privacy regulations.
- **Support Financial Planning:** Provide accurate and timely financial reporting to support the AUTHORITY'S budgeting and financial planning processes.

#### 5.1.2 Pricing Model

VENDORS must submit a pricing model that aligns with the following requirements:

- **Full Toll Collection:** The VENDOR is responsible for collecting tolls, fees, and fines in compliance with the AUTHORITY'S business rules and the Commonwealth of Virginia statues for toll collection as a pay-by-plate and violations. Unpaid TCS transactions that are adjudicated through the courts are not part of the incentive structure.
- **Initial Project Setup:** VENDORS will be paid for the initial setup cost to include the AUTHORITY as one of their clients in their existing collection system and services.

- **Processing Fee Structure:** VENDORS must provide transaction processing fees for each unpaid image-based toll transaction. These fees should include all transactional costs for processing and collecting the image-based unpaid tolls.
- **Incentive Structure:** VENDORS will propose an incentive for the fines and fees collected, with the remaining percentage payable to AUTHORITY. A higher incentive rate will be offered for collections made at the Invoice stage, First Notice stage, with decreasing rates for collections at the Second, Third Notice, and DMV Hold stages. This structure reflects AUTHORITY'S preference for timely collections. Any fines, penalties, or additional fees collected beyond the toll amount will be part of this structure. AUTHORITY reserves the right to negotiate this percentage as part of the contract.
- **Pass Through Cost:** The AUTHORITY will reimburse the VENDORS for credit card, banking fees, and DMV license plate holds and license plate removals.

### 5.1.3 Phased Toll Collection Implementation and Operation

VENDORS must structure their pricing based on a phased approach:

- **Phase 1 (First 3 Years):**
  - **Setup and Operational Costs:** VENDORS should provide a detailed cost breakdown for setup (e.g., capital costs, hardware, software) and operational expenses for the first 3 years.
  - **Transaction Fees:** VENDORS should provide transaction fees as outlined in the pricing proposal.
  - **Incentivized Collection:** VENDORS will be incentivized to collect the toll amount at the earliest stage (Invoicing). AUTHORITY will offer a higher incentive for collections made during this initial phase. For subsequent notices (First, Second, Legal, and DMV Hold), the reimbursement to the VENDOR will decrease, reflecting AUTHORITY'S preference for timely collections.
- **Phase 2 (Next 2 Years) - Option:**
  - **Revenue Assurance Model:** VENDORS are required to guarantee a minimum collection rate (e.g., 90% of tolls) for AUTHORITY during the final 2 years of the contract. This guarantee ensures AUTHORITY receives a steady, predictable revenue stream.
  - **Performance-Based Payments:** The VENDOR'S compensation during this phase will be tied to their ability to meet or exceed the guaranteed collection rate. VENDORS will be rewarded with additional incentives for collecting more than the guaranteed amount.

### 5.1.4 Fines and Additional Fees

The fee structure that includes an approach to sharing between RMTA and the selected VENDOR is presented within this RFP as an example. This structure is currently under review and may be subject to change. The AUTHORITY will finalize the fee sharing structure percentages and/or amounts before contract negotiation. PROPOSERS should use these figures as a guide when proposing their incentive structure. The AUTHORITY will consider proposals that suggest alternative fee structures, provided they align with our goals of fair customer treatment and efficient collections. The AUTHORITY is open to innovative approaches to fee structures that could improve collection rates or customer satisfaction. Any such proposals should be clearly explained and justified in your submission.

VENDORS should note that the \$1.00 per transaction fee is separate from the actual toll amount and represents an administrative processing fee. This fee, along with subsequent notice fees, accumulates as the unpaid toll progresses through the collection process.

Provide the percentage of fines and fees you wish to retain in the Pricing Proposal.

The AUTHORITY currently has no historical data on notice escalation and collection success rates.

<i>Description</i>	<i>Per Transaction</i>	<i>Per Notice</i>	<i>Fees Carry Over</i>	<i>Total Fees and Fines</i>
<i>Pay-by-Plate Invoice</i>	Estimated \$1.00	\$0.00	N/A	Not applicable
<i>First Notice</i>	Estimated \$1.00	\$25.00	Yes	\$1.00 per toll plus \$25.00
<i>Second Notice</i>	Estimated \$1.00	\$50.00	Yes	\$1.00 per toll, \$25.00 from the first Notice plus \$50.00
<i>Legal Notice</i>	Estimated \$1.00	\$100.00	Yes	\$1.00 per toll, \$25.00 from the first Notice, \$50.00 from second Notice plus \$100.00
<i>DMV Hold Notice</i>	Estimated \$1.00	\$250.00	Yes	\$1.00 per toll, \$25.00 from the first Notice, \$50.00 from second Notice \$100.00 from the Legal Notice plus \$250.00
<i>Court Adjudication</i>	Estimated \$1.00	\$250.00	Yes	\$1.00 per toll, \$25.00 from the first Notice, \$50.00 from second Notice \$100.00 from the Legal Notice plus \$250.00

### 5.1.5 Fair Profitability

The AUTHORITY is committed to ensuring that VENDORS have a fair opportunity to recover their expenses and make a profit. The following guidelines will apply:

- **Transparent Pricing:** VENDORS must provide an itemized and transparent pricing breakdown for all collection activities, including setup, operational, and collection costs.
- **Performance Incentives:** VENDORS will have the opportunity to increase their earnings through performance-based incentives. Timely collections (at the Invoice stage) and exceeding revenue assurance targets will result in higher compensation.
- **Profitability Cap:** VENDORS may retain a negotiated percentage of additional fines and fees collected, offering them a fair chance to increase profitability while ensuring that AUTHORITY'S collection and financial goals are met.

### 5.1.6 Submission Guidelines

VENDORS must submit a separate Pricing Proposal in addition to their Technical Proposal. VENDORS must submit their proposed fees for Phase 1 and a conceptual framework for the Phase 2 Revenue Assurance Model. Phase 2 Pricing will be negotiated at a later stage based on performance during Phase 1. AUTHORITY reserves the right to negotiate all pricing components as part of the contract finalization process.

- The Pricing Proposal must include:
  - **Initial Setup Costs:** The investments and setup costs must be detailed.
  - **Processing Fee Breakdown:** VENDORS must submit the processing fees to be charged to AUTHORITY for Phase 1 as indicated on the pricing form. This includes transactional fees for all relevant processing expenses.
  - **Incentive Plan for Fines and Fees:** VENDORS must outline their proposed incentive structure for retaining a percentage of fees and fines collected. This plan should specify the percentage the VENDOR proposes to retain as profit, while ensuring that AUTHORITY'S financial and collection goals are met.
  - **Pass Through Costs:** VENDORS must provide a list of reimbursement cost for and the credit card fee percentage, banking fees, and DMV license plate holds and license plate removals.
  - **Conceptual framework for the Phase 2 Revenue Assurance Model**

#### **5.1.7 Traditional Model – Fixed/Transactional Price**

In the traditional model, pricing would be predicated on functions or items such as the number of accounts to maintain, image review, DMV look-up, number of notices to be sent, cost of mailing, etc. For Phase 1, the AUTHORITY is requesting the VENDOR submit a pricing model that provides a detailed cost breakdown for setup (e.g., capital costs, hardware, software) and operational expenses for the first 3 years of the contract. During Phase 1, VENDORS will be incentivized to collect the toll amount at the earliest stage (Invoicing). The AUTHORITY will offer a higher reimbursement for collections made during this initial phase. For subsequent notices (First, Second, Legal, and DMV Hold), the reimbursement to the VENDOR will decrease, reflecting AUTHORITY'S preference for timely collections.

Describe the services and/or functions that the VENDOR would consider under Phase 1 pricing.

Describe how this type of model allows the VENDOR to scale their operations to support this program. Also, include how this type of model will support the VENDOR in being flexible as the program matures.

Describe how the VENDOR will provide reconciliation (e.g., transaction reconciliation, bank reconciliation) reporting to support this model throughout Phase 1. Include any trending analysis and reporting that the VENDOR would provide.

#### **5.1.8 Revenue Assurance Model**

As the program matures with the support of the VENDOR, the AUTHORITY would be interested in implementing a Revenue Assurance Model. In a Revenue Assurance Model, the VENDOR would be required to guarantee a minimum collection rate (e.g., 90% of toll amounts due). During the final 2 years of the contract, the AUTHORITY will require a guaranteed minimum collection rate to help guarantee the AUTHORITY receives a steady, predictable revenue stream.

Describe the VENDOR'S experience with managing a project to deliver a Revenue Assurance model in support of toll collections. Include reasons why the VENDOR supports this approach or any concerns they have with this approach.

Describe how this type of model allows the VENDOR to scale their operations to support this program. Also, include how this type of model will support the VENDOR in being flexible as the program matures.

Describe how the VENDOR will provide reconciliation (e.g., transaction reconciliation, bank reconciliation) reporting to support this model throughout Phase 2. Include any trending analysis and reporting that the VENDOR would provide.

## **5.2 Transaction Management Services**

The VENDOR shall be able to manage, track, and reconcile toll transactions. The VENDOR will ensure that each toll transaction received is accurately recorded, invoices and notices are sent in a timely manner, and all associated payments and disputes are managed efficiently. Detailed reports should be generated to provide insights into transaction volume, revenue, and other metrics.

Describe the VENDOR'S experience in working with Lane Integrators in terms of establishing interfaces and receiving transaction and image files from the lanes.

Describe the VENDOR's experience with managing toll transactions throughout the lifecycle of the collections process including the receipt of payments and disputes and the transaction settlement process with the AUTHORITY.

Describe the VENDOR'S experience in collaborating with interoperable tolling partners in terms of establishing interfaces and receiving/sending transaction files from/to them (e.g., receiving/sending transactions from/to VDOT).

Describe the VENDOR'S experience in working with state Department of Motor Vehicle (DMV) organizations (also called Motor Vehicle Administration (MVA)) in terms of establishing interfaces and sending and receiving plate file information.

Describe the VENDOR's recommendation for the types of detailed reports that support the lifecycle of the collections process.

## **5.3 Customer Service and Support**

The VENDOR shall maintain toll-free phone hours of at least 7:00 am to 7:00 pm Eastern Time, Monday through Friday, excluding AUTHORITY holidays, 100% of the time.

The VENDOR shall develop a user-friendly solution allowing customers to pay their tolls before violation notices are sent, reducing the cost of invoicing, the need for adjudication actions and improving the overall customer experience. Along with a user-friendly solution, the VENDOR shall provide responsive, efficient, and user-centric service delivery that achieves a customer satisfaction rate of 87% or higher (based on the combination of the top two boxes in a traditional 5-point C-SAT Scale).

To ensure regulatory compliance, the VENDOR shall implement systems and processes that adhere to all applicable Commonwealth of Virginia, federal, and local regulations governing tolling operations and data management.

- Describe how the VENDOR will promote a customer's ability to pay their toll before violation notices are sent and how the system will manage the process.
- Describe the VENDOR'S experience in managing programs with a contractual customer service rate objective. Include times when you could not achieve the contractual goal and what you did to meet the goal.

- Describe how the VENDOR will incorporate the Commonwealth of Virginia, federal, and local regulations into their processes to ensure all statutes and regulations are met.
- Describe the VENDOR'S experience with providing customer service in a medium volume payment/transaction processing environment and how that approach is scalable.
- Describe the VENDOR'S experience in operating a bi-lingual call center (English and Spanish) and how that experience will be scalable to one that receives phone calls per year.

Address the VENDOR'S staffing philosophy and approach to staffing the operations in support of the AUTHORITY project (including the recruiting, hiring, and onboarding process) to meet all of the AUTHORITY'S performance requirements defined in the RFP.

If at-home CSRs will make up part of the VENDOR'S staffing, provide the experience the VENDOR has with this group, lessons learned, a detailed description of the tasks that this group will perform, and how the VENDOR plans to ensure quality, performance, and security will be met.

- The VENDOR shall discuss capabilities and tools to support customer service needs and meet AUTHORITY'S preference for self-service via the website.
- The VENDOR shall provide their approach to operations and how they will meet or exceed all project operational and performance requirements. The VENDOR shall include any information on how they will adjust if performance is not being met.
- The VENDOR shall demonstrate their approach to operations that enhances customer service, accountability, and reliability, and minimizes the long-term operating expenses to AUTHORITY.
- Describe the VENDOR'S experience in communicating with a tolling agency/client, including providing timely, dependable, and thorough reporting of operational, financial, and customer data.
- Describe the VENDOR'S idea for maintaining a toll-free telephone number for customer service and how they will communicate this number to customers.
- Describe the VENDOR'S approach to online and print customer communications (e.g., invoices, notices).
- Describe the VENDOR'S approach to handling customer complaints and disputes.
- Describe the VENDOR'S plan to retain recordings of all calls with the AUTHORITY's customers for a minimum of five (5) years from the date of the call.
- Describe the VENDOR'S ability to manage different forms of payment and how the customer would be able to pay outstanding tolls and fees. The AUTHORITY encourages the acceptance of alternative payment methods.
- Describe the VENDOR'S plan to provide a training resource who is responsible for training new VENDOR staff on AUTHORITY's processes and procedures, and who will also be available to train AUTHORITY staff on the VENDOR'S processes, procedures, and system.
- Describe the VENDOR'S plan for providing Quality Control throughout the project.
- Describe how the VENDOR will provide access to its system to AUTHORITY via a web-based application, for quality monitoring, audits, and customer disputes.
- Describe how the VENDOR will promote the use of an E-ZPass transponder during their communications with customers with unpaid tolls.
- Describe the VENDOR'S approach to handling returned mail (Nixies) and the tools used to improve the Nixie rate.



- Describe the VENDOR'S experience with utilizing a Customer Satisfaction Survey with their customers, how they used the information to improve customer service, and how they decided to use the Survey tool.

## 5.4 Collection and Enforcement Services

AUTHORITY pursues the collection of unpaid tolls on its roadways via noticing, collections, and DMV holds all while following the Commonwealth of Virginia statutes. The VENDOR must follow all Commonwealth of Virginia statutes related to the collection of tolls.

- Describe how the VENDOR will incorporate the Commonwealth of Virginia statutes into their system logic, processes, and staff training.
- Describe the VENDOR's experience in managing the collection of tolls from image review, invoicing, noticing, payment processing, DMV lookups, and DMV Holds, to collections of unpaid tolls. Include any processes or tools the VENDOR has implemented that helped increase their DMV hit rate, address updates, and collection rate.

### 5.4.1 Payment Processing

The AUTHORITY's goal is to implement a customer-centric toll collection system that maximizes timely revenue collection offering flexible payment options, and maximizing the collection of unpaid tolls, fees, and fines promptly at a reasonable cost and in a secure manner.

Enhancing the customer experience starts with implementing a user-friendly, customer-centric approach to toll collection that simplifies the payment process. The VENDOR will be required to offer multiple payment channels, including online, mobile, and cash payment options. At a minimum, the VENDOR will be required to accept credit cards, checks, and money orders as payment methods as well as a cash payment network. The VENDOR will also be required to establish a bank account on behalf of the AUTHORITY that will be swept daily and provide timely and accurate reporting to AUTHORITY.

The VENDOR will be responsible for any convenience fees.

When the VENDOR commences collections activity, they shall utilize a first-in, first-out (FIFO) approach to prioritize collections sequence for all account toll transactions and fees unless otherwise stated by the customers.

- Describe the VENDOR's approach to provide multiple payment channels for customers to pay their unpaid tolls. Include what the VENDOR has found to work best for getting customers to pay quickly and least for customers to pay their unpaid tolls.
- Describe the VENDOR's approach with alternative payment methods than those listed above and how they would implement them into the program.
- Describe the type of reports related to customer payments that the VENDOR feels would be best for AUTHORITY.
- All credit card payments must be managed via a secure environment. Describe the VENDOR'S approach to meeting PCI requirements for projects they have worked on and currently working on.

## **5.5 Staffing Relevant Experience and Qualifications**

The VENDOR shall make the key project personnel identified within the Proposal available for the Project within ten (10) days of NTP.

The VENDOR shall provide a complete staff organization structured for efficient and effective execution of the Work and sized to provide sufficient available resources. The VENDOR'S key personnel shall be identified in Section 5.5.2.

The VENDOR shall provide an adequately qualified and experienced technical team to deliver all products and services included in the Contract successfully.

VENDOR shall provide written notice to the AUTHORITY of the departure of any Key Personnel within seven (7) calendar days of the VENDOR learning of such departure. VENDOR shall not substitute key personnel included in the organization chart(s) as required under the Contract Documents and assigned to this Contract without the prior written approval of the AUTHORITY. Any desired substitution shall be noticed to the AUTHORITY, accompanied by the names, experience, and references of VENDOR'S recommended substitute personnel. In addition to the information required to be included regarding Key Personnel pursuant to the Contract Documents, the VENDOR shall also specify the on-site availability of Key Personnel. Notwithstanding any provision in the Contract Documents to the contrary, the VENDOR'S Project Manager shall be considered one of the Key Personnel.

### **5.5.1 Project Team Matrix and Staffing Plan**

The VENDOR should include information relative to the location, capabilities and resources of the office or offices from which it proposes to perform the required services, along with resident personnel by discipline that would be assigned to the AUTHORITY, with an emphasis on demonstrating that it has the necessary qualified personnel available to the AUTHORITY, and the ability to manage staff or peaks in workload requirements through its approach to staffing.

VENDORS shall submit a project team matrix which clearly illustrates the key elements of the organizational structure proposed to accomplish the management, technical, and services required. The VENDOR shall identify the senior project manager with respect to the services, as more particularly described under Section 5.5.2 and 5.5.3 below. Project management and key technical personnel within each discipline shall be identified and addressed, as more particularly described under Section 5.5.2 below.

### **5.5.2 Key Staff**

The AUTHORITY recognizes that the success of this project depends significantly on the qualifications and expertise of the personnel assigned to it. While the AUTHORITY does not wish to prescribe a specific organizational structure, we require information on key staff members who will be instrumental in delivering the services outlined in this RFP. This section outlines the AUTHORITY's expectations regarding key personnel information, additional staffing considerations, and the VENDOR's approach to ensuring consistent, high-quality service delivery throughout the project duration.

The VENDOR shall identify two key personnel for this project:

1. Project Principal
2. Project Manager

- For each of these positions, the VENDOR shall provide:  
A detailed resume not exceeding two (2) pages.
- The VENDOR may also submit additional resumes (not exceeding two pages each) for other personnel they believe would distinguish their team. These additional resumes should highlight unique skills, experiences, or qualifications that add significant value to the VENDOR's proposed approach.

The VENDOR shall provide a list of roles and responsibilities they deem necessary to deliver the services required by the AUTHORITY. This list should demonstrate that VENDOR has qualified, sufficient, and available resources to meet the project requirements.

While a complete staff organization structure is optional for this service project, the VENDOR should ensure they have adequate resources to deliver the services at the service and performance levels stated in the RFP.

The VENDOR can structure their team based on their expertise and proposed approach.

The AUTHORITY's primary concern is the VENDOR's ability to deliver the required services at the specified service and performance levels.

The VENDOR should describe their approach to ensuring continuity of service and maintaining the required level of expertise throughout the project, particularly for the Project Principal and Project Manager roles.

The Project Manager shall be available to attend project meetings via conference video or calls as the AUTHORITY requests.

In cases where there is a change in key personnel for any reason, the VENDOR shall gain prior approval and permission from the AUTHORITY for any proposed changes in personnel. In cases where the Project Manager changes more than two times in one 12-month period, and not at the AUTHORITY request, the VENDOR may be subject to penalties up to \$25,000.

The AUTHORITY reserves the right to require a replacement of key personnel and shall require the VENDOR to replace any key personnel designated for the Project, but no longer available, with persons of similar technical qualifications and expertise.

If the AUTHORITY determines that any of the key personnel shall be removed from the Project, the VENDOR shall, at the direction of the AUTHORITY, immediately remove the individuals from the Contract and replace him/her with a suitable individual within thirty (30) days.

### **5.5.3 Project Manager**

The VENDOR shall identify and provide relevant information concerning the project manager it intends to assign to the services for the duration of the Agreement.

The Project Manager shall be available for the duration of the Contract.

The Project Manager will be authorized by the VENDOR to take full responsibility for the prosecution of the Work and will act as a single point of contact on all matters on behalf of VENDOR as described in the Contract Documents.

#### **5.5.4 Subconsultants**

The VENDOR shall be solely responsible and accountable for the completion of all work for which the VENDOR has subcontracted.

The AUTHORITY reserves the right to require the removal of any subcontractor or subcontractor employees deemed as unsatisfactory by the AUTHORITY.

### **5.6 Coordination**

The VENDOR shall discuss in detail the way their proper coordination and information exchange will be guaranteed between parties, and, if the work is proposed to be done in more than one location of its own offices.

### **5.7 Schedule Development**

The VENDOR shall submit a suggested generic project schedule showing major activities/events and the proposed timeframes required to develop a typical toll collections services project from design, testing, integration and into operations. The TCV's proposed use of the schedule should be discussed. The VENDOR shall demonstrate that it can perform critical path modeling using a recognized industry software package or software authorized or supported by the AUTHORITY.

### **5.8 Risk Management**

The VENDOR shall be required to identify, assess, and mitigate risks that could affect their operations, revenue, and compliance in their service offering. Incomplete or inaccurate data or delays in payment processing can lead to revenue leakage. The VENDOR shall establish strong reconciliation processes, audit trails, and monitoring for discrepancies. The VENDOR's customer service system includes sensitive customer data that needs to be secure from cybersecurity threats and comply with data privacy laws. The VENDOR shall ensure their tolling infrastructure and systems are secure from system downtime and revenue loss by having a well-designed disaster recovery and business continuity plan.

The VENDOR is required to comply with all Commonwealth of Virginia, Federal, and local laws and regulations.

The VENDOR shall be required to provide a Disaster Recovery Plan and Business Continuity Plan to the AUTHORITY no later than sixty (60) calendar days after the go live date.

The VENDOR shall include details of their Disaster Recovery Plan and Business Continuity Plan defining the strategies and procedures to restore functionality and operations following a crisis. Include information on any department with an oversight function for tracking the resolution of outstanding regulatory or compliance issues.

### **5.9 Implementation and Transition**

The AUTHORITY is looking for a VENDOR who can seamlessly integrate the AUTHORITY's requirements into their existing service framework, ensuring efficient and cost-effective implementation and transition of the AUTHORITY's image-based tolling and revenue assurance needs.

The VENDOR shall describe their strategies for minimizing disruption during implementation and transition and how they will apply them to this project.

The VENDOR shall describe their understanding and approach to the implementation of a TCS project and the Customer Service Center (CSC).

The VENDOR shall propose a timeline for system implementation.

The VENDOR shall provide a proposed Implementation Schedule which includes all major activities and milestones, and all external dependencies such as activities and approvals from the AUTHORITY within 30 days of Notice to Proceed (NTP).

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## 6 Evaluation and Selection Criteria and Process

The evaluation and selection process aims to identify the VENDOR(S) whose proposal is the most advantageous to AUTHORITY, offering the best overall value in terms of technical capability, experience, and cost-effectiveness.

### 6.1 Overview of the Evaluation Process:

The evaluation process will consist of the following stages:

1. **Initial Review:** All submitted proposals will undergo a responsiveness check and pass/fail evaluation to ensure they meet the basic requirements outlined in the RFP.
2. **Technical Evaluation:** Proposals passing the initial review will have their technical components evaluated and scored based on the criteria outlined in Section 6.4.3 VENDOR'S Approach and Technical Capabilities.
3. **Price Evaluation:** Price proposals will be evaluated separately and scored according to the criteria in Section 6.4.5 Price Proposal.
4. **Shortlisting:** The AUTHORITY will create a shortlist of top-ranked VENDORS based on the combined technical and price scores.
5. **Site Visits:** The AUTHORITY will conduct site visits for the shortlisted VENDORS to assess the VENDOR'S capabilities further. The site visit will be scored as part of the evaluation.
6. **Best and Final Offer (if applicable):** The AUTHORITY may request Best and Final Offers from top-ranked VENDORS.
7. **Final Scoring:** A final score will be calculated based on all evaluation components.
8. **Recommendation and Selection:** The Evaluation Team will make a recommendation to the AUTHORITY CEO, who will make the final selection decision.
9. **Contract Negotiation:** The AUTHORITY will enter contract negotiations with the selected VENDOR(S).

Throughout this process, the AUTHORITY will adhere to the competitive negotiation method described in Section 2.2-4302.2 of the Code of Virginia. The AUTHORITY reserves the right to modify this process as necessary to ensure the selection of the most advantageous proposal.

### 6.2 Evaluation Procedure

The procurement method for this RFP is competitive negotiation, as described in Section 2.2-4302.2 of the Code of Virginia, as amended. This RFP indicates, in general terms, the nature of the services that are sought, and each VENDOR is to submit the proposal that best suites the AUTHORITY'S needs.

#### 6.2.1 Responsiveness

Upon receipt, each proposal will undergo a responsiveness check conducted by the Procurement Officer to ensure compliance with basic submission requirements. A proposal must satisfy all the following criteria to be deemed responsive:

1. **Timely Submission:** The proposal was received by the deadline stated in Section 2.7 Schedule of Activities of this RFP.

2. **Completeness:** The proposal includes all required documents, forms, and information outlined in Section 6.2.2. of this RFP.
3. **Proper Format:** The proposal adheres to the format requirements specified in Section 2.12 Format and Page Limitation of this RFP, including electronic submission in PDF and editable Excel format for the Price Proposal.
4. **Authorized Signature:** The proposal contains all required signatures from an authorized representative of VENDOR.
5. **Minimum Qualifications:** The VENDOR meets AUTHORITY'S minimum qualifications outlined throughout this RFP.
6. **Separation of Technical and Price Proposals:** The Technical Proposal does not include pricing or cost information, which must be solely contained in the separate Price Proposal.
7. **Firm Offer:** The VENDOR agrees to hold their prices firm for a minimum of 180 days from the proposal due date.

Proposals that do not meet the RFP criteria may be deemed non-responsive and eliminated from further consideration. The AUTHORITY reserves the right to waive minor informalities or irregularities that do not affect the substance of the proposal, at its sole discretion.

VENDORS are strongly encouraged to carefully review their proposals before submission to ensure all responsiveness criteria are met. At its discretion, the AUTHORITY may contact VENDORS to clarify or remedy minor responsiveness issues but is not obligated to do so.

Proposals deemed responsive will proceed to the evaluation process's Pass/Fail Review stage.

#### 6.2.2 Pass/Fail Review

Following or in conjunction with evaluation of each RFP response for responsiveness, the AUTHORITY will evaluate each RFP response based upon the pass/fail criteria set forth below. VENDOR must obtain a "pass" on all pass/fail items for its RFP response to be evaluated qualitatively under Section 6.

- a. The RFP contains an executed transmittal letter as described in Section 2.12.2.1 Transmittal Letter.
- b. VENDOR that has submitted FORM A as required by this RFP and is not currently disqualified, removed, debarred, or suspended from performing or bidding on work for the federal government or any state and local government.
- c. The RFP complies with all Responsiveness Criteria set out in FORM B of the RFP, as independently verified by the AUTHORITY.
- d. The VENDOR acknowledges all Addenda published by the AUTHORITY and signs FORM C Acknowledgement of Addenda and returns it to the AUTHORITY as part of their response to the RFP.
- e. The VENDOR provides the required information that is defined in FORM D Projects & Client List factually.
- f. The VENDOR provides the required information that is defined in FORM E Detailed Project Descriptions factually.
- g. VENDOR has the financial capability to fulfill the responsibilities potentially allocated to it as demonstrated by the materials provided in FORM F.
- h. The VENDOR provides the required information that is defined in FORM G Price Proposal in all required fields.

### 6.2.3 Proposal Scoring Proposal Scoring and Evaluation

Written proposals/responses shall be considered by the AUTHORITY's VENDOR Technical Selection Committee. This committee will comprise AUTHORITY staff members representing the Operations/Engineering, Procurement Finance, Administration departments, and other personnel as required by the AUTHORITY.

The Toll Collection Services Technical Selection Committee will evaluate Proposals based on the evaluation criteria outlined in the table below. These criteria will be utilized to evaluate qualifications and develop a shortlist of VENDORS to be considered for site negotiations.

The written responses' scoring shall be completed before opening the Price Proposal. The evaluation will be based on a 100-point scale, with points allocated as follows:

Evaluation Criteria	Maximum Score
Experience of Personnel*	10
Experience of Firm*	10
VENDOR'S Approach and Technical Capabilities	40
Price	30
Site Visit	10
Total	100

\* Experience and qualifications will be scored and evaluated with an emphasis on toll collection services matters, including but not limited to integration, implementation and operations.

The specific methodology for scoring each criterion, including any sub-criteria and weighting, will be detailed in subsequent sections of this RFP. The AUTHORITY reserves the right to request additional information or clarification from VENDORS during the evaluation process.

After the initial evaluation, the AUTHORITY will create a shortlist of top-scoring VENDORS for further consideration, which will include site visits or requests for best and final offers. The final selection will be based on the VENDOR(S) deemed to offer the best overall value to the AUTHORITY.

Detailed information on the evaluation process, including the handling of partial bids, site visits, or negotiations, can be found in the following sections of this RFP.

## 6.3 Evaluation Criteria and Weighting

The AUTHORITY will evaluate all responsive proposals based on the criteria and weighting described in this section. The evaluation process is designed to award the contract to the VENDOR whose proposal offers the best value to the AUTHORITY, considering both technical merit and cost.

The total possible score for each proposal is one hundred (100) points, allocated across five main criteria:

- a) Experience of Personnel: ten (10) points
- b) Experience of Firm: ten (10) points
- c) VENDOR'S Approach and Technical Capabilities: forty (40) points
- d) Price: thirty (30) points
- e) Site Visit: ten (10) points



Each of these criteria will be evaluated independently by the Technical Selection Committee. The following subsections provide detailed information on how each criterion will be assessed and scored.

Of particular importance in this evaluation is the VENDOR'S ability to integrate the AUTHORITY'S project requirements into their existing system and collection framework. The AUTHORITY seeks a VENDOR with a proven history of seamlessly incorporating client-specific needs into their established operations, ensuring efficient implementation and minimal disruption to ongoing services.

For VENDORS submitting proposals on specific systems or services rather than the full scope, the scoring will be adjusted as follows:

**Image Review System:** ten (10) points out of the total forty (40) for VENDOR'S Approach and Technical Capabilities

**Image Review Manual Service:** ten (10) points out of the total forty (40) for VENDOR'S Approach and Technical Capabilities

**TCS Services:** The remaining ten (20) points for VENDOR'S Approach and Technical Capabilities

The AUTHORITY reserves the right to seek clarification from VENDORS on any aspect of their proposal during the evaluation process. Any such requests for clarification will be made in writing, and VENDORS' responses must be submitted in writing.

The Technical Selection Committee will complete the scoring of the technical components (criteria 1-3) before the Price Proposals are opened and evaluated. This approach ensures an unbiased assessment of the technical merits of each proposal.

After all evaluations are complete, the scores from each criterion will be combined to determine the VENDOR's total score. The AUTHORITY may then create a shortlist of the highest-scoring VENDORS for further consideration, which may include interviews, presentations, or requests for best and final offers.

The following subsections provide detailed information on the evaluation approach for each criterion.

### **6.3.1 Experience of Personnel (10 points maximum)**

The evaluation of this Section is solely based on of the Key Personnel identified by the VENDOR. A maximum of ten (10) points will be awarded based on the following criteria:

- a) **Qualifications:** The VENDOR must provide evidence that each identified Key Personnel meets or exceeds the AUTHORITY's minimum qualifications as outlined in Section 5.5.2.
- b) **Relevant Experience:** Key Personnel resumes should emphasize experience in:
  - a. Toll Collection Services (TCS)
  - b. Customer Back Office Systems (CBO)
  - c. Image Review Systems or Services (IR)
  - d. Operations and Maintenance projects (O&M)
- c) **Project Details:** For each relevant project, the resume should indicate:
  - a. The specific role performed by the individual.
  - b. The timeframe of the project
  - c. The client for whom the work was performed.

Technical Selection Committee will assess the depth and breadth of experience demonstrated by the Key Personnel, with particular emphasis on projects similar in scope and complexity to the AUTHORITY'S requirements. The relevance, recency, and duration of the experience will be considered in the scoring.

VENDORS should ensure that the information provided is concise, specific, and related to the requirements of this RFP. Generic or vague descriptions of responsibilities will not score as highly as clear, detailed accounts of relevant experience.

**Note:** The AUTHORITY reserves the right to contact references to verify the information provided in the resumes.

The VENDOR must include evidence that meets the AUTHORITY minimum qualifications for each Key Personnel identified in Section 5.5.2 Key Personnel resumes should focus on Toll Collection Services, Customer Back Office System, Image Review System or Services, and Operations and Maintenance projects that each personnel worked on with the role they performed. The information also should include the time frame of each project and reference the client the work was performed for.

### **6.3.2 Experience of Firm (ten (10) points maximum)**

The evaluation of the VENDOR'S experience will focus on VENDOR'S overall experience and capability to integrate the AUTHORITY'S project requirements into their existing system and collection framework. A maximum of ten (10) points will be awarded based on the following criteria:

**a) Relevant Project Experience:**

- a. Number and scale of similar TCS, CBO, IR, and O&M projects awarded between 2019-2024.
- b. Complexity and scope of implemented solutions
- c. Performance metrics achieved in previous projects.
- d. Ability to meet contract delivery dates and stay on schedule.

**b) Integration Capability:**

- a. Demonstrated ability to incorporate client-specific requirements into existing systems seamlessly.
- b. Flexibility of the VENDOR'S current framework to accommodate customizations
- c. Success stories of integration with various third-party systems and technologies

**c) Client References:**

- a. Quality and relevance of provided references.
- b. Feedback from references on the VENDOR' performance and integration capabilities

The AUTHORITY significantly emphasizes VENDOR's ability to integrate the project within its current system and collection framework. VENDORS should demonstrate how their existing infrastructure and processes can be leveraged to implement the AUTHORITY'S specific requirements efficiently.

VENDORS shall provide a listing of TCS, CBO, IR, and O&M projects awarded between 2019-2024 where the VENDOR is/was the prime VENDOR or is/was the key subcontractor primarily responsible for the integration and deployment of the TCS/CBO/IR, regardless of whether the project is currently in the design, implementation, or maintenance phase.

VENDORS must provide the information in FORM D Projects & Client List and outlined below, in the sequence shown, as the response to this section. Each VENDOR shall include the following information for each project identified:

- a) Project Name
- b) Brief project description
- c) Type of Project
- d) Client name
- e) Client contact (name, telephone & email)
- f) Award Date
- g) Status: Active, Completed, Maintenance, Terminated, other
- h) Project contract award value
- i) Current contract value
- j) Contract delivery date.
- k) On schedule: Yes or No

The client contacts names provided will be used as reference checks by the AUTHORITY, so please ensure the contact information is accurate and current.

VENDORS shall provide this information in reverse chronological order of contract execution (beginning with the most recent contract execution).

VENDOR must also submit no less than five (5) verifiable references that the VENDOR wishes the AUTHORITY to consider as the most relevant for the AUTHORITY to review in its consideration of the VENDOR'S qualifications regarding this procurement opportunity.

### **6.3.3 VENDOR'S Approach and Technical Capabilities (forty (40) points maximum)**

VENDOR'S Approach and Technical Capabilities (forty (40) points maximum)

This section will evaluate VENDOR'S proposed approach to meeting the AUTHORITY'S requirements and their technical capabilities to deliver a comprehensive and effective solution. The evaluation will focus on VENDOR'S ability to integrate the AUTHORITY'S specific needs into their existing systems and processes.

A maximum of forty (40) points will be awarded based on the following criteria:

- a. Understanding of Requirements:**
  - a. Demonstrated comprehension of the AUTHORITY'S goals and objectives
  - b. Clear articulation of the challenges and opportunities specific to this project
- b. Technical Solution:**
  - a. Robustness and scalability of proposed system architecture
  - b. Integration capabilities with existing AUTHORITY systems and third-party services
  - c. Innovative features and technologies proposed.
- c. Implementation Approach:**
  - a. Clarity and feasibility of the proposed implementation plan
  - b. Risk management and mitigation strategies.
  - c. Approach to testing and quality assurance
- d. Operational Methodology:**
  - a. Processes for day-to-day operations and maintenance
  - b. Approach to customer service and dispute resolution
  - c. Strategies for continuous improvement and adaptation to changing needs.
- e. Reporting and Analytics:**
  - a. Proposed reporting capabilities and dashboard functionalities
  - b. Approach to data analysis and performance optimization

For VENDORS submitting proposals on specific systems or services rather than the full scope, the scoring will be adjusted as follows:

- a. Image Review System: ten (10) points maximum.
- b. Image Review Manual Service: ten (10) points maximum.
- c. TCS Services: twenty (20) points maximum.

VENDORS should provide detailed information on their proposed approach, emphasizing how they will leverage their existing systems and frameworks to meet the AUTHORITY's specific requirements. Key areas to address include:

- a. How will the proposed solution be integrated into the VENDOR'S current system and collection framework.
- b. Customization capabilities to address the AUTHORITY'S unique needs.
- c. Scalability and flexibility to accommodate future growth and technological advancements.
- d. Approach to ensuring seamless interoperability with other systems and stakeholders.
- e. Strategies for minimizing disruption during implementation and transition.

VENDORS should highlight any unique or innovative aspects of their approach that set them apart from competitors and provide added value to the AUTHORITY.

The evaluation will favor proposals demonstrating a clear, well-thought-out approach that efficiently leverages VENDOR'S existing capabilities while effectively addressing the AUTHORITY'S specific requirements. Proposals should balance proven methodologies and innovative solutions to ensure a robust, future-proof system.

#### **6.3.4 Site Visit (ten (10) points maximum)**

Following the shortlisting of VENDORS, the AUTHORITY will conduct site visits to current client locations. These visits, a crucial part of the evaluation process, will contribute up to ten (10) points to the VENDOR'S overall score. Their primary purpose is to validate the VENDOR'S responses to the RFP and ensure their ability to meet the requirements set forth in the RFP.

Key aspects of the site visit evaluation include:

- 1. System Performance:**
  - a. Observation of the system's functionality in a live environment
  - b. Assessment of system reliability and efficiency
- 2. Client Satisfaction:**
  - a. Feedback from the client on the VENDOR'S performance
  - b. Evaluation of the VENDOR'S responsiveness and support
- 3. Integration and Customization:**
  - a. Evidence of successful integration with the client's existing systems
  - b. Demonstration of customizations to meet specific client needs
- 4. Operational Processes:**
  - a. Observation of day-to-day operations and maintenance procedures
  - b. Evaluation of customer service and dispute resolution processes

**Site Visit Guidelines:**

- a) Each site visit will last one (1) to two (2) days.
- b) Agency visits will occur after the shortlisting has been released.
- c) VENDORS are responsible for facilitating the site visit with their current clients.
- d) The chosen client site will have a fully deployed operating system.

If a VENDOR anticipates the need for two (2) client site visits to fully demonstrate their ability to meet all requirements outlined in the RFP, they must explicitly state this as part of their client references. This information should be included in the FORM D Project & Client List and FORM E Detailed Project Descriptions, ensuring transparency and fairness in the evaluation process.

VENDORS should ensure that the selected client site(s) showcase their ability to integrate their solution into existing frameworks and demonstrate the full range of capabilities required by the AUTHORITY.

The AUTHORITY reserves the right to adjust the scoring methodology based on the number of site visits conducted, ensuring fair and equitable evaluation across all shortlisted VENDORS.

### **6.3.5 Price Proposal – Form G**

Each VENDOR is required to submit a Price Proposal as part of its response. The Price Proposal will be evaluated and scored. By submitting a response, the VENDOR agrees that it has read, understood, and will abide by the following instructions/rules:

- a) The submitted Price Proposal must include all costs of performance pursuant to the final posted Contract.
- b) Price Proposals not filled out as required in the RFP will not be considered for award.
- c) If there is a discrepancy between the VENDOR'S unit price and extended price, the unit price shall govern.
- d) All prices must be in U.S. dollars and exclude sales tax.
- e) VENDORS must use the provided Price Proposal form (Form G) without alteration.
- f) Prices must be provided for all line items. Do not leave any cells blank: use NA or \$0.00 if not applicable,
- g) The Price Proposal must be signed by an authorized representative of VENDOR.
- h) VENDOR must provide pricing for both Phase 1 and Phase 2 as outlined in section 6.3.6.
- i) All assumptions made in pricing must be clearly stated in an attached document.
- j) VENDOR must provide a breakdown of Initial Project Setup and Pass-Through Cost.
- k) Any volume discounts or other pricing incentives must be clearly outlined.
- l) The Price Proposal must be submitted in a separate, sealed envelope marked "Price Proposal" along with the VENDOR's name and the RFP number.
- m) Electronic copies of the Price Proposal must be provided in both PDF and editable Excel format.
- n) VENDOR must hold their prices firm for a minimum of 180 days from the proposal due date.
- o) AUTHORITY reserves the right to request clarification or additional pricing information from VENDORS.

Failure to comply with these instructions may result in the Price Proposal being deemed non-responsive.

### **6.3.6 Price Structure and Additional Instructions**

VENDORS shall provide detailed pricing information for a two-phase model, covering an initial three-year period (Phase 1) and a subsequent period (Phase 2). The following subsections detail the specific pricing

components required for each phase. VENDORS should ensure that their pricing proposals are comprehensive, transparent, and aligned with the AUTHORITY'S goals of maximizing revenue collection while maintaining cost-effectiveness and customer satisfaction. Please note that all pricing components are subject to negotiation during the contract finalization process.

The pricing model consists of two phases:

#### 6.3.6.1 Phase 1 (First 3 Years):

- **Initial Project Setup:** VENDORS shall provide an itemized list with associated costs for the initial setup, including:
  - Program setup and software configuration.
  - Unpaid tolls website development
  - Development of Interface Control Documents (ICDs) and APIs
  - Operational readiness testing
  - Documentation and Authority training on VENDOR's system
- **Processing Fee Structure:** VENDORS shall propose a transaction-based fee structure for their services, including:
  - Automated image review
  - Manual image review
  - Out-of-state DMV lookup
  - Pay-by-plate invoice generation and delivery.
  - First notice generation and delivery
  - Second notice generation and delivery
  - Legal notice generation and delivery
  - DMV Hold notice generation and delivery.
  - All fees, including postage, must be included in the applicable transaction fee. Fees should be fair, reasonable, and thoroughly documented to ensure transparency and efficiency.
- **Incentive Structure:** VENDORS shall propose a tiered incentive structure for the timely collection of unpaid tolls:
  - Percentage of fees and fines collected within 45 days after invoice.
  - Percentage of fees and fines collected within 45 days after first notice.
  - Percentage of fees and fines collected within 45 days after the second notice.
  - Percentage of fees and fines collected 45 days up to after legal notice.
  - Percentage of fees and fines collected on DMV Hold notice (excluding court-pursued transactions).
  - Additional incentives for improving DMV Registered Owner of Vehicle Owner (ROV) returns and identifying current ROV addresses from outdated DMV data.
- **Pass-Through Costs:** VENDORS shall provide a detailed list of anticipated pass-through costs for:
  - Credit card fee %

#### 6.3.6.2 Phase 2 (Post 3 Years):

- VENDORS shall outline their approach to negotiating Phase 2 pricing based on Phase 1 performance, including proposed evaluation metrics and potential collection rate guarantee terms. VENDOR shall provide a concept for Phase 2 to include the following:

- **Revenue Assurance Model:** VENDORS shall propose a guaranteed minimum collection rate (e.g., 95% of tolls) to ensure AUTHORITY receives a steady, predictable revenue stream.
- **Performance-Based Payments:** VENDORS shall propose a compensation structure tied to meeting or exceeding the guaranteed collection rate, including additional incentives for exceeding targets.

VENDORS must provide clear, detailed explanations for all proposed pricing components, demonstrating how their model aligns with the AUTHORITY'S goals of maximizing revenue collection while maintaining cost-effectiveness and customer satisfaction. The AUTHORITY reserves the right to negotiate all pricing components during the Contract finalization.

DRAFT

**FORM G: Price Proposal (will be provided in Excel format)**

Thank you for your interest in responding to our Request for Proposal (RFP). Please use this form to provide detailed information regarding your pricing structure for the services outlined in Phase 1 and Phase 2 of this project.

**Instructions:**

- Complete all fields in this form.
- Provide detailed breakdowns where necessary.
- Submit this form along with your full proposal by the Submission Deadline Date.

Phase 2 (First 3 Years)		Volume 1 TBD	Volume 2 TBD	Volume 3 TBD
<b>Initial Setup Fees</b>				
Program setup and software configuration	Insert fee	n/a	n/a	n/a
Unpaid tolls website development	Insert fee	n/a	n/a	n/a
Development of Interface Control Documents (ICDs) and APIs	Insert fee	n/a	n/a	n/a
Operational readiness testing	Insert fee	n/a	n/a	n/a
Documentation and Authority training on VENDOR's system	Insert fee	n/a	n/a	n/a
Other Fees (Please itemize)	Insert and itemize fees	n/a	n/a	n/a
Other Fees (Please itemize)	Insert and itemize fees	n/a	n/a	n/a
Other Fees (Please itemize)	Insert and itemize fees	n/a	n/a	n/a
Other Fees (Please itemize)	Insert and itemize fees	n/a	n/a	n/a
Other Fees (Please itemize)	Insert and itemize fees	n/a	n/a	n/a
Other Fees (Please itemize)	Insert and itemize fees	n/a	n/a	n/a
Other Fees (Please itemize)	Insert and itemize fees	n/a	n/a	n/a
Other Fees (Please itemize)	Insert and itemize fees	n/a	n/a	n/a
<b>Processing Fee Structure (Transaction-based fees for each of the services below)</b>				
Data Storage	n/a	Insert fee	Insert fee	Insert fee
Automated image review	n/a	Insert fee	Insert fee	Insert fee
Manual image review	n/a	Insert fee	Insert fee	Insert fee
Out-of-state DMV lookup	n/a	Insert fee	Insert fee	Insert fee
Initial account setup	n/a	n/a	n/a	Insert fee
Pay-by-plate invoice generation and delivery	n/a	Insert fee	Insert fee	Insert fee
First notice generation and delivery	n/a	Insert fee	Insert fee	Insert fee
Second notice generation and delivery	n/a	Insert fee	Insert fee	Insert fee
Legal notice generation and delivery	n/a	Insert fee	Insert fee	Insert fee
DMV Hold notification letter generation and delivery	n/a	Insert fee	Insert fee	Insert fee
<b>Incentive Structure</b>				
45 days after pay-by-plate invoice	n/a	Insert percentage	Insert percentage	Insert percentage
45 days after first notice	n/a	Insert percentage	Insert percentage	Insert percentage
45 days after second notice	n/a	Insert percentage	Insert percentage	Insert percentage
45 days after legal notice	n/a	Insert percentage	Insert percentage	Insert percentage
DMV Hold notice fees and fines (excluding court-pursued transactions)	n/a	Insert percentage	Insert percentage	Insert percentage
Additional incentives for improving DMV RVO returns	n/a	Insert percentage and describe	Insert percentage and describe	Insert percentage and describe
<b>Pass-Through Amounts (non-reimbursable)</b>				
Performance bond	Insert amount	n/a	n/a	n/a
Surety bond	Insert amount	n/a	n/a	n/a
Credit card fees	Insert percentage	Insert percentage	Insert percentage	Insert percentage
Banking fees		(no entry needed, will be as incurred)		
DMV holds and removals		(no entry needed, will be as incurred)		

Phase 2 (Post 3 Years)	
Guaranteed Minimum Collection Rate (%)	Insert the proposed collection rate
Proposed Compensation Structure for Meeting Targets (describe)	Insert text
Incentives for Exceeding Targets (describe)	Insert text
Phase 2 Pricing Negotiation Approach (describe)	Insert text
Proposed Evaluation Metrics	Insert proposed metrics
Collection Rate Guarantee Terms (specify any additional terms related to the collection rate guarantees for Phase 2)	Insert text

**Length of Pricing Validity:**

The pricing provided in this proposal is valid for (insert number) \_\_\_\_\_ days from submission date.

**Authorized Signature:**

Name	
Title	
Company Name	
Signature	
Date	



## 6.4 Discrimination

The AUTHORITY does not discriminate against an offeror or VENDOR because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State and Federal law relating to discrimination in employment.

## 6.5 Litigation, Administrative Proceedings, or Investigations

Identify any material litigation, administrative proceedings, or investigations in which your firm is currently involved or that may be threatened against your firm. Please indicate the status or disposition of such litigation, administrative proceedings, or investigations.

## 6.6 Various Statements/Certifications

Provide the following statements or assurances. If you are unable to do so, please explain why and provide supporting details.

Provide a statement of assurance that your firm is not currently in violation of any regulatory agency rule, or if in violation, an explanation as to why the violation does not have a material adverse impact on your ability to perform under this solicitation.

Provide a statement of assurance that there are no known conflicts of interest that would prohibit the firm from entering into the CONTRACT with the AUTHORITY for the provision of professional engineering services or would otherwise adversely affect the AUTHORITY or its operations or customers. Disclose whether your firm represents (i) the City of Richmond, (ii) VDOT or its VENDORS in toll services and operations, or (iii) any other entities in Virginia that provide toll road operations within the City of Richmond or the Counties of Henrico or Chesterfield. In addition, provide a statement of commitment to disclose future actual or potential conflicts of interest and identify how any such future conflicts would be identified and how your firm would resolve any such conflicts. You may frame your response considering the provisions of the CONTRACT.

Provide a statement of assurance that the VENDOR is not taking advantage of and is not in any way basing the submission of its proposal on, any confidential information obtained in past associations with the AUTHORITY such that award of the contract may result in the VENDOR receiving an unfair competitive advantage. (Note: AUTHORITY's incumbent is advised that confidential information obtained or derived in the normal course of its engagement with the AUTHORITY does not fall within the scope of this requirement).

Provide a statement of assurance that your response is not the result of , or affected by, any act of collusion with another person (as defined in Virginia Code §§ 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§18.2-498.1 et seq.).

## 6.7 Various Other Disclosures

Identify and describe the circumstances whether your firm or any of its principals (i) are currently debarred, suspended or disqualified from submitting responses to the AUTHORITY, or any other state, local or federal entities, (ii) ever been terminated for work awarded to it, including termination for default (or cause) or for the convenience of the owner, (iii) been disqualified, removed, or otherwise

declared in material breach or default of any contract by a public agency, or debarred from participating in the RFP process for any contract, or failed to complete a project with a public agency, (iv) filed a request to be released from an application, proposal, selection or award of any contract within the last five (5) years, (v) ever been selected for award or awarded a contract in which the entity failed to undertake the awarded services or execute the proffered contract (such as not signing the contract documents, an inability to obtain insurance or meet bonding requirements; or failure to submit required forms and attestations), or (vi) filed for bankruptcy in the last seven years or is currently the debtor in a bankruptcy case.

- I. Va. State Corporation Commission Matters – VENDOR'S Authorization to Transact Business  
The VENDOR shall submit the information required by Section 11(S). If VENDOR is exempt from the SCC authorization requirement, it shall include a statement on the entity's letterhead with its application certifying their exemption from this requirement.
- II. Other Appropriate Data  
Other data demonstrating the ability and experience of the VENDOR in providing the specified services may be included in the Response. The VENDOR is cautioned, however, to carefully consider the relevance of said additional data, particularly considering the thirty (30) single sided page limit described in Section 6.1, to not omit or unduly abbreviate information specifically requested under Sections 1 through 5.

## **6.8 Fair and Unbiased Scoring Process**

As required by the Virginia Public Procurement Act, the AUTHORITY shall engage in individual discussions with two or more VENDORS deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. VENDORS shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the AUTHORITY may discuss nonbinding estimates of hourly rates/price for services. Proprietary information from competing VENDORS shall not be disclosed to the public or to competitors. The AUTHORITY shall not request or require VENDORS to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to Va. Code § 2.2-1132, until after the qualified VENDORS are ranked for negotiations. At the conclusion of discussion, outlined herein, on the basis of evaluation factors set forth in this RFP and all information developed in the selection process to this point, the AUTHORITY shall select in the order of preference two or more VENDORS whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the VENDOR ranked first. If a contract satisfactory and advantageous to the AUTHORITY can be negotiated at a price considered fair and reasonable, the award shall be made to that VENDOR. Otherwise, negotiations with the VENDOR ranked first shall be formally terminated and negotiations conducted with the VENDOR ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the RFP, the AUTHORITY may award contracts to more than one VENDOR. Should the AUTHORITY determine in writing and in its sole discretion that only one VENDOR is fully qualified, or that one VENDOR is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that VENDOR.

Any and all costs associated with the submission of Proposals, discussions or on-site interviews shall be at the sole expense of the VENDOR. If needed, all on-site interviews will be conducted at the AUTHORITY's Powhite Parkway (South) Toll Plaza facility and other locations as agreed upon. The AUTHORITY will notify all VENDORS of the decision to award or shortlist of VENDORS to be considered for award.

The solicitation of Proposals shall in no manner be construed as a commitment on the part of AUTHORITY to make an award. The AUTHORITY reserves the right to cancel this Request for Proposal or to reject any and all proposals submitted as well as to waive any informality, whichever is in the best interest of the AUTHORITY. The AUTHORITY shall not be bound until such time as a contract in writing is executed by both the VENDOR and the AUTHORITY.

## **6.9 Final Selection and Award**

The final selection and award process will proceed as follows:

- 1. Calculation of Total Combined Score:**
  - a. The AUTHORITY'S Technical Selection Committee will calculate the Total Combined Score for each VENDOR based on the criteria outlined in sections 6.3.1 through 6.3.7.
  - b. This score will be the sum of points awarded for Experience of Personnel, Experience of Firm, VENDOR'S Approach and Technical Capabilities, Site Visit, and Price Proposal.
- 2. Ranking of VENDORS:**
  - a. VENDORS will be ranked based on their Total Combined Score, with the highest score being ranked first.
- 3. Determination of Responsiveness and Responsibility:**
  - a. The AUTHORITY will review the top-ranked VENDOR(s) to ensure they are both responsive (have met all RFP requirements) and responsible (have the capability to perform the contract successfully).
- 4. Recommendation to Board of Directors:**
  - a. The evaluation team will prepare a recommendation for the VENDOR(s) with the highest Total Combined Score who are deemed responsive and responsible.
  - b. This recommendation will be submitted to the AUTHORITY Board of Directors for review and consideration.
- 5. Board of Directors Decision:**
  - a. The AUTHORITY Board of Directors will review the recommendation and decide to select the Toll Collection VENDOR(s) (TCV).
  - b. The Board may choose to accept the recommendation, request additional information, or make an alternative selection based on the best interests of the AUTHORITY.
- 6. Contract Negotiation:**
  - a. Following the Board's decision, the AUTHORITY will enter contract negotiations with the selected VENDOR(s).
  - b. If negotiations are unsuccessful, the AUTHORITY reserves the right to begin negotiations with the next highest-ranked VENDOR.
- 7. Final Award:**
  - a. Once negotiations are completed and all necessary approvals are obtained, the AUTHORITY will issue a formal Notice of Award to the selected VENDOR(s).

Please note that while the VENDOR with the highest Total Combined Score is likely to be recommended, the AUTHORITY Board of Directors retains the right to make the final selection based on the overall best value and interests of the AUTHORITY. The Board also reserves the right not to make an award if it is deemed in the best interest of the AUTHORITY.

All VENDORS will be notified of the final selection and award decision. Unsuccessful VENDORS may request a debriefing to understand the reasons for their non-selection.

## **6.10 Protest Procedures**

VENDOR may agree to, comment on, appeal or protest the procurement process and timeline described herein. The protest shall be submitted in writing within ten (10) business days after such aggrieved VENDOR knows, or should have known, of the facts giving rise thereto per Protests received after the ten-business-day period shall not be considered.

The written protest shall include, as a minimum, the following:

- a. The name and address of the protestor
- b. Appropriate identification of the procurement by proposal, RFP, or award number
- c. A statement of the reasons for the protest; and
- d. Any available exhibits, evidence or documents substantiating the protest.

All such comments, appeals and protests shall first be made to:

Attn: Manager of Procurement  
Richmond Metropolitan Transportation Authority  
901 East Byrd Street, Suite 1120  
Richmond, Virginia 23219  
Paula.Watson@rmtaonline.org

## 7 Miscellaneous

VENDORS may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia, as amended, to determine their remedies concerning this competitive process.

The AUTHORITY reserves the right to reject all proposals and to waive any irregularities in order to award the concession that is in the best interests of the AUTHORITY. The AUTHORITY reserves the right to modify, change, amend or withdraw this RFP. Any such change to this RFP will be made in writing. The AUTHORITY will notify all potential respondents of amendments by issuance of an addendum, and will, if necessary, adjust the due date of the Proposal submission.

During the term of the engagement, each VENDOR shall agree as follows:

The VENDOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin except where religion, sex, disability, or national origin is a bona fide occupational qualification necessary to the normal operation of the VENDOR. The VENDOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions on this nondiscrimination clause.

The VENDOR, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, will state that such VENDOR is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for the purpose of meeting the foregoing requirements. The Proposal will include the provisions of the foregoing paragraphs (i) and (ii) and this paragraph (iii) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or VENDOR.

The VENDOR, by signing the proposal, certifies that it does not and will not during the performance of the work knowingly employ an unauthorized alien, as defined in the Federal Immigration Reform and Control Act of 1986.

The VENDOR agrees to (a) provide a drug-free workplace for its employees; (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the VENDOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of the VENDOR that the VENDOR maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or VENDOR.

A "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a VENDOR in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

All firms are hereby placed on notice that neither the AUTHORITY nor its employees, agents or members of its Board of Directors shall be lobbied either individually or collectively regarding this RFP. VENDORS,

consultants, and their agents are hereby advised that they are not to contact Board of Director members of the AUTHORITY or staff members for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit, or have submitted a Proposal. ANY FIRM CONTACTING INDIVIDUALS MENTIONED HEREIN SHALL BE IN VIOLATION OF THIS WARNING AND SHALL AUTOMATICALLY BE DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR PROPOSALS.

The AUTHORITY, in its discretion, will commence the engagement on a date that best accommodates the schedule of the successful VENDOR and the AUTHORITY and any transition hereunder.

This RFP and each and all parts, exhibits and appendices thereof shall in all respects be and constitute a part of the CONTRACT to be entered into with the successful VENDOR.

No Proposal shall be withdrawn except with the consent of the CEO of the AUTHORITY (or her designee) for a period of ninety (90) days following the receipt date of proposals (subject to earlier acceptance). Proposals may be withdrawn by written notice, facsimile/telefax or telegram received at any time before the deadline for submitting Proposals. Proposals may be withdrawn in person by the respondent or an authorized representative prior to the deadline for submitting them.

## **7.1 Unacceptable Proposals**

The AUTHORITY, in its discretion, may refuse to consider or evaluate a Proposal for any of the following reasons:

### **7.1.1 Failing to Comply with Submission Instructions**

Proposals received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. VENDOR'S responses must be complete in all respects, as required in each section of this RFP, or the VENDOR'S response/proposal may not be considered.

### **7.1.2 Rejection of Proposals; AUTHORITY'S RIGHT TO WAIVE IMMATERIAL DEVIATION**

AUTHORITY reserves the right to reject any or all responses, waive any irregularity or informality in a VENDOR'S proposal and accept or reject any item or combination of items. It is also within the right of AUTHORITY to reject responses that do not contain all elements and information requested in this RFP. A VENDOR'S response will be rejected if the response contains any defect or irregularity. Such a defect or irregularity constitutes a material deviation from the RFP requirements. AUTHORITY will determine defects on a case-by-case basis.

### **7.1.3 Certification of Vendor or Other Entity**

Neither VENDOR nor any other entity that has submitted Form A as required by this RFP is currently disqualified, removed, debarred, or suspended from performing or bidding on work for the federal government or any state and local government.

### **7.1.4 Financial Capacity**

The VENDOR has the financial capacity to fulfill the responsibilities potentially allocated to it as demonstrated by materials provided in the response to the RFP.

### **7.1.5 Evidence of Collusion**

The VENDOR warrants and represents any information contained in its RFP response was developed independently of other VENDORS and there was no collusion involved. The VENDOR has not, directly or indirectly, entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding of which would increase the cost of in connection with the said Contract; that no person or selling agency has been employed or retained to solicit or secure the said Contract, upon an agreement or understanding, for a commission, percentage, brokerage or contingent fee, except bona fide full-time employees.

### **7.1.6 Ethics in Public Contracting**

Pursuant to Virginia Code 18.2-498.4, the VENDOR hereby certifies that, by submitting a Proposal, such proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Virginia Government Frauds Act. By submitting its proposal, VENDOR certifies that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than normal value, present or promised unless consideration of substantially equal or greater value was exchanged.

## **7.2 Indemnification of Authority**

The successful VENDOR shall defend, indemnify and hold harmless the AUTHORITY, its directors, officers, agents, employees and representatives from any and all claims, demands, suits, actions or judgments, including attorney fees, alleged or claimed to have been caused whole or in part by or through the performance by the successful VENDOR, or by reason of any actions or activities of the successful VENDOR whether or not such damage is caused by or attributable to a party indemnified hereunder. In any and all claims against the AUTHORITY or against any of its Directors, officers, agents or employees by the successful VENDOR or any employee of the successful VENDOR, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this section shall not be restricted by any limitation on the amount or type of damage, compensation or benefits payable by or for the successful VENDOR under Workers' Compensation Acts, disability acts or other employee benefit acts.

## **7.3 Laws and Courts**

Any contract resulting from this RFP shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of the City of Richmond. The successful VENDOR shall comply with all applicable federal, state, and local laws and regulations.

## **7.4 Antitrust**

By entering into the Agreement, the VENDOR conveys, sells, assigns, and transfers to the AUTHORITY all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the AUTHORITY under such Contract.

## **7.5 Assignment of Contract**

The Agreement shall not be assigned by the VENDOR in whole or in part without the prior written consent of the AUTHORITY.

## **7.6 Ownership and Use of Material**

Ownership of all data, materials and documentation originated and prepared for the AUTHORITY pursuant to the RFP shall belong exclusively to the AUTHORITY.

## **7.7 Public Information**

Disclosure of any information submitted in response to this RFP is governed by applicable Virginia law, including the provisions of the Virginia Freedom of Information Act (“FOIA”), and the AUTHORITY makes no representations as to the avoidance of disclosure if a proper FOIA request is made. To the extent a VENDOR wishes to attempt to protect trade or proprietary information from disclosure, it must identify the data or other materials to be protected and state the reasons why protection is necessary. As outlined in Section 2.9.2 Proprietary Information and Confidential Contents, the VENDOR is required to submit a redacted document that has had some of its content concealed to protect privacy.

Failure to mark the data or other materials as stated may result in information, data or other materials being released to another bidder, VENDOR, offeror or public or private person. A VENDOR may not mark every page of the Proposal as proprietary information. The AUTHORITY shall undertake to advise VENDOR(s) of any request for disclosure under FOIA for any material designated by VENDOR as a trade secret or proprietary to allow VENDOR opportunity to take steps to prevent disclosure. By submitting its proposal, however, VENDOR agrees to release the AUTHORITY from any liability for disclosures made in response to an FOIA request.

## **7.8 VENDOR’S Acknowledgement**

By submitting a response to this RFP, each VENDOR unequivocally acknowledges that the VENDOR has read and fully understands this RFP, and that the VENDOR has asked questions and received satisfactory answers from the AUTHORITY regarding any provisions of this RFP regarding which the VENDOR desired clarification. VENDOR acknowledges access to all materials posted on the following website <https://www.rmtaonline.org/rfps/> with respect to the Project but not limited to: Toll Collections Services RFP, addenda and sets of questions and answers to the RFP:

VENDOR acknowledges and agrees to the protest provisions and understands that it limits VENDOR’S rights and remedies to protest or challenge the RFP or any determination or qualification thereunder.

## **7.9 Faith-Based Organizations**

The AUTHORITY does not discriminate against faith- based organizations.

## **7.10 Termination**

This Agreement may be terminated under any or all of the following conditions:

- a. By mutual agreement and consent of the AUTHORITY and VENDOR



- b. By either party at any time upon sixty (60) days' prior written notice; provided, however, that VENDOR may not so terminate if it will result in a substantial inconvenience, burden, delay or hardship upon the AUTHORITY, as reasonably determined by the AUTHORITY, unless solely due to default by the AUTHORITY.
- c. Failure of the VENDOR to provide the services described in this Agreement within the times indicated will subject this Agreement to potential termination by the AUTHORITY on fourteen (14) days written notice. The AUTHORITY shall not be liable to VENDOR for payment on any work that has not been completed and delivered to the AUTHORITY prior to termination of the Agreement.

After receipt of a notice of termination and except as otherwise directed by the AUTHORITY, VENDOR shall:

- a. Stop all work under this Agreement on the date and to the extent specified in the notice of termination.
- b. Terminate and place no further orders or subcontracts for materials or services, except as may be necessary for completion of such portion of the work under this Agreement that has not been terminated.
- c. Assign to the AUTHORITY, in the manner and to the extent directed by the AUTHORITY, all of the right, title, and interest of VENDOR under any VENDOR orders or subcontracts as related to the performance of the work terminated. The AUTHORITY, at its discretion, may require VENDOR to continue such subcontracts or orders until assumption of the same in writing by the AUTHORITY, or require VENDOR to settle or pay any or all legitimate claims, arising out of termination of such orders and subcontracts.
- d. With the AUTHORITY's prior written authorization, terminate VENDOR orders or subcontracts related to the performance of the work terminated. The AUTHORITY, in writing, may require VENDOR to settle or pay all outstanding liabilities and/or claims arising from termination of VENDOR orders related to the performance of the work terminated, the cost of which is reimbursable in whole or in part in accordance with the provisions of this Agreement.
- e. Complete performance of such part of the work as shall not have been terminated by the notice of termination.
- f. Take such action as may be necessary, or as the AUTHORITY may direct, for the protection and preservation of the property related to this Agreement which is in the possession of VENDOR or any subcontractor or subconsultant or in which the AUTHORITY has or may acquire an interest.
- g. Deliver to the AUTHORITY all documents, reports, records, studies, work papers, and analyses of work compiled up to the date of termination pursuant to Section 5 hereof.

In the event of termination by the AUTHORITY due to failure of VENDOR to perform satisfactorily, VENDOR shall receive no additional compensation beyond that already due, and any work done shall become the property of the AUTHORITY. In the event of a termination of work under this Agreement, the AUTHORITY shall review in a timely manner VENDOR'S termination invoice and make such payment as is properly due. After receipt of a Notice of Termination for any reason other than VENDOR'S failure to perform, VENDOR shall submit to the AUTHORITY its termination invoice in the form and with the certification prescribed by the AUTHORITY. Such termination invoice shall be submitted promptly, but in no event later than two (2) months from the effective date of termination. The termination invoice shall be restricted to payments due in accordance with this Agreement, plus extraordinary costs actually paid by VENDOR as a direct result of such termination. However, VENDOR shall undertake all reasonable and good

faith efforts to mitigate such costs, for the AUTHORITY's benefit. The AUTHORITY shall review in a timely manner VENDOR'S termination invoice and make such payment as is properly due.

Upon termination of this Agreement, the AUTHORITY is free to use any or all documents, records, reports, studies, analyses for which compensation has been paid as it desires without additional compensation to VENDOR.

## **7.11 Governance**

This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of the City of Richmond, Virginia. VENDOR shall comply with all applicable federal, state, and local laws and regulations, including rules and regulations of the AUTHORITY that have been disclosed to the VENDOR.

If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected.

## **7.12 Assignments**

VENDOR shall not assign, sublet, or transfer this Agreement nor delegate its duties under this Agreement without the prior written consent of the AUTHORITY, which consent may be withheld in the AUTHORITY's sole discretion. This section shall be construed to include a substantial change in ownership or control of VENDOR, including by way of illustration and without limitation, sale of all of the assets or sale of existing stock or securities and issuance of new stock or securities of VENDOR or its parent corporation. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the AUTHORITY and VENDOR, their successors, and assigns.

The AUTHORITY may not assign or transfer this Agreement without VENDOR'S prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that the AUTHORITY may assign or transfer this Agreement to a governmental entity without any such prior written consent.

## **7.13 Taxes**

The AUTHORITY shall not be liable for the payment of any taxes levied by the City, State or Federal Government against VENDOR, and all such taxes shall be paid by VENDOR; provided, however, should the AUTHORITY nevertheless pay any such taxes, VENDOR shall reimburse the AUTHORITY, therefore.

## **7.14 Representations and Warranties**

- a. The AUTHORITY represents and warrants that it is a political subdivision created under the laws of the Commonwealth of Virginia and that it has all necessary corporate power and authority to enter and conduct its obligations under this Agreement. This Agreement has been duly authorized, executed, and delivered by the AUTHORITY, constitutes a valid and binding obligation of the AUTHORITY, and is enforceable in accordance with its terms.
- b. The VENDOR may reasonably rely upon the accuracy of data furnished by the AUTHORITY, or any other project participant, to VENDOR for the service performed hereunder and upon which VENDOR based such services. VENDOR shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by the AUTHORITY or any other project

participant, nor ensuring that such information or content does not violate or infringe on any law or other third-party rights, absent manifest error, or appearance to the contrary.

- c. VENDOR represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_. VENDOR has all necessary corporate power and authority to enter and conduct its obligations under this Agreement. This Agreement has been duly authorized, executed, and delivered by VENDOR, constitutes a valid and binding obligation of VENDOR, and is enforceable in accordance with its terms.
- d. VENDOR represents and acknowledges to the AUTHORITY that it is knowledgeable of all laws, codes, rules and regulations applicable to the Project in the jurisdiction in which the Project is located, including, without limitation, all Federal laws, codes, rules and regulations including those related to information and data security and by this representation agrees to comply with such laws, codes, rules and regulations.
- e. VENDOR represents that it is experienced and qualified to perform the services contemplated by this Agreement, and that it is properly licensed pursuant to applicable law to perform such services.
- f. VENDOR shall not employ any subconsultant without the AUTHORITY'S approval. VENDOR shall bind every approved subconsultant to the terms stated herein and shall ensure the proper licensing of such subconsultants. VENDOR hereby affirms that it shall be responsible for the negligent acts, errors and omissions of its subconsultants and shall fully indemnify and save harmless the AUTHORITY and its employees from any and all claims, judgments, losses, damages and expenses by third parties which may arise on account of negligent acts, errors and omissions rendered by VENDOR'S subconsultants in the performance of services under this Agreement.
- g. VENDOR shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, reports, and other services furnished under this Agreement. VENDOR shall, without additional compensation, promptly correct or revise any errors or deficiencies in its designs, drawings, specifications, reports, and other services.
- h. VENDOR agrees to submit to the AUTHORITY on a reasonable frequency requested data regarding subcontractor/supplier activity with small businesses, minority-owned businesses, women-owned businesses, businesses owned by service-disabled veterans and businesses located in the Richmond metropolitan area. Further, VENDOR agrees to utilize the services of the "SWAM" subcontractors set forth in VENDOR'S Proposal and increase such utilization upon the VENDOR'S reasonable request.
- i. Copies of all specifications, contract documents, and other written information shall be provided to the AUTHORITY either by an established and agreed upon secure file transfer process or on magnetic media specified and approved by the AUTHORITY. All design plans, interface documents and drawings ("as built" plans) shall be provided in native editable format utilizing a secure file transfer process or on magnetic media approved by the AUTHORITY. VENDOR makes no warranty as to the compatibility of the data files beyond the release or version of the software as submitted, or with the AUTHORITY'S hardware and/or software configurations except as specifically set forth in this Agreement. Because data stored on electronic media can deteriorate undetected or be modified without VENDOR'S knowledge, VENDOR will not be responsible for maintaining copies of the submitted electronic files after acceptance by the AUTHORITY and shall not be held liable for completeness or accuracy of the electronic data after the acceptance thereof. Only the submitted hard copy documents will be considered the instrument of service

hereunder. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- j. Should it come to VENDOR'S attention that the estimated cost for any portion of any project or undertaking at any time during any phase of this Agreement exceed the amount available for the project, VENDOR shall cease work immediately and so inform the AUTHORITY in writing. The AUTHORITY shall determine its options, and VENDOR shall not proceed further until written authorization is provided. VENDOR'S failure to notify the AUTHORITY shall release the AUTHORITY of any obligation to provide additional compensation for the work completed.
- k. At the AUTHORITY's reasonable request or as necessary, VENDOR shall establish or maintain an office in the Richmond area. The office shall be staffed and equipped to manage projects for which the VENDOR is responsible and to provide timely responses to the AUTHORITY.
- l. Right to Rely. To the extent necessary to render the services, the AUTHORITY shall grant to or secure on behalf of VENDOR a non-exclusive, worldwide, royalty-free license to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of or, reproduce, create derivative works from, distribute, perform, display, and otherwise use the AUTHORITY's or other project participant's supplied content, materials or documents. VENDOR shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by the AUTHORITY or any other Project participant, not ensuring that such information or content does not violate or infringe any law or other third-party rights.

## **7.15 Terms of Contract**

Will be included in the Final RFP.

## 8 Appendix

### 8.1 Acronyms/Glossary (Soucek – Draft)

<b>Acronym</b>	<b>Description</b>
AET	All Electronic Tolling
AI	Artificial Intelligence
ALPR	Automated License Plate Recognition
API	Application Programming Interface
CBO	Customer Back Office
CEO	Chief Executive Officer
CFO	Chief Financial Officer
CSC	Customer Service Center
CSR	Customer Service Representative
DBE	Disadvantaged Business Enterprise
DMV	Department of Motor Vehicle
ETC	Electronic Toll Collection
FDCPA	Fair Debt Collection Practices Act
FIFO	First-In First-Out
FOIA	Freedom of Information Act
GAAP	Generally Accepted Accounting Principles
IAG	Inter-Agency Group
ICD	Interface Control Document
IFRS	International Financial Reporting Standard
IR	Image Review
ISO	Insurance Services Office
KPI	Key Performance Indicators
MFA	Multi-Factor Authentication
MIR	Manual Image Review
MVA	Motor Vehicle Administration
NTP	Notice to Proceed
O&M	Operations and Maintenance
OCR	Optical Character Recognition
PCI - DSS	Payment Card Industry Data Security Standard
PII	Personal Identifiable Information
QC	Quality Control
QSA	Qualified Security Assessor
RMTA	Richmond Metropolitan Transportation Authority
ROV	Registered Owner of Vehicle
RFP	Request for Proposal
SCC	State Corporation Commission
SEC	Security & Exchange Commission
SLA	Service Level Agreements

SWaM	Small, Women-owned, and Minority
TCS	Toll Collection Services
TCV	Toll Collections Vendor
VCDPA	Virginia Consumer Data Protection Act
VDOT	Virginia Department of Transportation

## 8.2 Virginia Codes for Tolling

Code	Description
<u>§ 33.2-613</u>	Free Use of Toll Facilities by certain state officers and employees; penalties
<u>§ 33.2-614.</u>	Disclosure of certain information relating to use of toll facilities; injunctive relief; attorney fees
<u>§ 33.2-615.</u>	Electronic notification of unpaid tolls
<u>§ 46.2-819.3.</u>	Use of toll facility without payment of toll; enforcement; penalty
<u>§ 46.2-819.3:1.</u>	Installation and use of video-monitoring system and automatic vehicle identification system in conjunction with all-electronic toll facilities;
<u>§ 46.2-819.6.</u>	Invoice for unpaid toll
<u>§ 46.2-819.8.</u>	Toll grace period
<u>§ 46.2-819.9.</u>	Agreements for enforcement of tolling violations against nonresidents
<u>§ 59.1-204.1.</u>	Tolling of limitation

## 8.3 Draft Contract for TCS

TBD

## 8.4 Image Size and Type

Image Size and Type/Camera/Sample of Images

## 8.5 ICDs

The VENDOR shall be responsible to provide all necessary ICDs to deliver the TCS to the AUTHORITY as required. Below is a list of known Interfaces:

### VDOT Specifications

1. VTFG License Plate Interface 1.7 - The *License Plate Interface – VTFG to VDOT CSC - Specifications* document defines the formats for all files that shall be transmitted between the VTFG agencies and the VDOT Customer Service Center (CSC).
2. VTFG IAG Reconciliation Response File Interface 1.1 - The *IAG Reconciliation Response File Interface – VTFG - VDOT CSC - Specifications* document defines the format for the file that will be transmitted from the VDOT Customer Service Center (CSC) to the VTFG Agencies. This file provides an updated reconciliation status for Away Agency transactions once they have been processed by the Away Agency. This will allow a toll facility to pursue customers whose transactions were rejected due to insufficient funds or account closure.

3. VTFG CSC Interface 4.2a - This document describes the interface between the Virginia Department of Transportation (VDOT) E-ZPass/Smart Tag Service Center and toll systems designed to operate in the VDOT AVI toll collection system. These interface specifications (refer to as the Black Box Interface) must be used by any toll system providers wishing to set up communications with the Service Center. Questions regarding this Service Center interface should be directed to the technical support group for the VDOT EZ-Pass Customer Service Center.
4. VTFG License Plate Manual Review Response File Interface 1.0 - The *License Plate Manual Review Response File Interface – VTFG - VDOT CSC - Specifications* document defines the format for the optional file that will be transmitted from the VDOT Customer Service Center (CSC) to the VTFG Agencies to provide manually entered license plate information for violations transactions submitted via the VTFG Violation Interface.
5. VTFG Toll Corrections File Interface 4.3 - The *Toll Corrections File Interface – VTFG to VDOT CSC - Specifications* document defines the formats for the files that shall be transmitted between the VTFG agencies and the VDOT Customer Service Center (CSC) required to process correction of toll transactions.
6. CTFG Outgoing Correspondence Interface 2.4 - The *Outgoing Correspondence Interface – VTFG to VDOT CSC - Specifications* document defines the format for the files that shall be transmitted between the VTFG agencies and the VDOT Customer Service Center (CSC) to print/email predefined formatted letters with custom parameter information.
7. VTFG Violation Interface 2.13 - The *Violation Interface – VTFG to VDOT - Specifications* document defines the formats for the files that shall be transmitted between the VTFG agencies and the VDOT Customer Service Center (CSC) to facilitate the processing of violations.
8. VTFG VTOLL File Interface 3.5.2b - The *VTOLL Interface – VTFG to VDOT CSC - Specifications* document defines the formats for all files that shall be transmitted between the VTFG agencies and the VDOT Customer Service Center (CSC).

#### **IAG File specifications**

1. IAG ICD 1.60 Implementation Plans.xlsx – provides the target dates when IAG members are moving to file specification 1.60+
2. IAG\_Inter-CSC\_Files\_-\_Ver\_CSC\_01.60.03\_-\_2024-06-24.pdf – this is the file specification that VDOT has targeted for December 2024 implementation.
3. IAG\_Inter-CSC\_Files\_-\_Ver\_CSC\_01.51n\_-\_2022-07-07.pdf – 1.51n is the current specification in use by VDOT. The EZIOP Hub converts any agency on 1.60+ to 1.51n when sending to VDOT.
4. IAG\_Inter-CSC\_Files\_-\_Appendix\_2024-08-06.xlsx – provides a listing of the agency and plaza codes used in the E-ZPass network.
5. 3b- Exhibits 2 and 3 to Reso\_2021-04-01IAG\_Inter-CSC\_Files\_-\_Appendix\_J\_and\_K\_-\_Plate\_Type\_and\_Tag\_Agency\_Mapping\_-\_FINAL\_2021-04-13.xlsx – license plate type mapping. This is linked to 1.60+

## 8.6 Performance Requirements – KPIs/SLA

SLA	Type	Performance Metric	Measurement	Frequency	Performance Level Requirement	Calculation Approach	Non-Compliance Percentage Reduction	Performance Required	Percent Deduction	Per Below
1	Image Transaction Processing	Accuracy Rate - Automated (no human image review)	99.95%	Monthly	This Performance Measure measures the accuracy of license plate recognition and identification. It represents the percentage of Transactions correctly processed by the System.	Step 1 – The TCS shall create a report for each month from all Transactions received and not rejected as agreed to by the Authority. Step 2 – Audit an agreed number of Transactions. Step 3 – Calculate accuracy percent at or above confidence value = Count of Transactions results / Count of all Transactions above confidence value for accuracy metric.	1.00% for each 0.10% below requirement	99.95%	1.00%	0.10%
2	Image Transaction Processing	Automation Rate - Automated	80.00	Monthly	This Performance Measure measures the percentage of automated Transaction processing that meet a specific accuracy rate, thus bypassing Human Image Review (for example -80% automation at 99.95% accuracy). The system accurately processes the images according to the accuracy requirements, which permits the Transactions to skip the human review stage and proceed directly to billing or violations.	Step 1 – The TCS shall create a report for each month for all Transactions received and not rejected as agreed to by the Authority. Step 2 – Audit an agreed number of Transactions for License Plate value and State. Step 3 – Calculate automation = Number of Transactions with registration and state jurisdiction values at or above accuracy confidence value / total number of Transactions passing through Vendor System with zero or non-zero confidence value.	0.50% for each 1.00% below requirement	80.00%	0.50%	1.00%
3	Image Transaction Processing	Accuracy Rate - Human Image Review	99.00%	Monthly	This Performance Measure measures the accuracy of license plate recognition and identification. It represents the percentage of Transactions correctly processed by Human Image Review.	Step 1 – The TCS shall create a report for each month from all Transactions received and not rejected as agreed to by the Authority. Step 2 – Audit an agreed number of Transactions. Step 3 – Calculate accuracy percent at or above confidence value = Count of Transactions results / Count of all Transactions above confidence value for accuracy metric.	1.00% for each 0.10% below requirement	99.00%	1.00%	0.10%
4	Image Transaction Processing	Average Time to Process Transaction Review (Automated and Human Transaction Review Combined)	99.95%	Two (2) Business Days	This Performance Measure measures the average time to process a single Transaction. It represents the percentage of Transactions processed by the Vendor within the required period of time.	Step 1 – The TCS shall create a report to count number of late Transactions = Transactions meeting the following condition: (Time Transaction was posted to an account in ms) - (Transaction received time in ms) > 24 hours 00 min 00 seconds. Step 2 – Calculate percentage of late Transactions = (Count of late Transactions / Total transactions for the two (2) business days *100)	1.00% for each 0.10% below requirement	99.95%	1.00%	0.10%
5	Revenue Collection	Processing - DMV in-state ROV Lookup	95.00%	Two (2) Business Days	This Performance Measure measures the time to process DMV in-state ROV Lookups. It represents the percentage of DMV in-state ROV Lookups processed by the Vendor within the required period of time.	Step 1 – The TCS shall create a report to count number of late DMV in-state ROV Lookups = DMV in-state ROV Lookup meeting the following condition: (Time DMV in-state ROV Lookup were sent to a DMV in business days) > two (2) business days. Step 2 – Calculate percentage of late DMV in-state ROV Lookup = (Count of late DMV in-state ROV Lookup / Total DMV in-state ROV Lookups in the same two (2) business days *100)	0.50% for each 1.00% below requirement	95.00%	0.50%	1.00%



6	Revenue Collection	Processing - DMV out-of-state ROV Lookup	95.00%	Three (3) Business Days	This Performance Measure measures the time to process DMV out-of-state ROV Lookups. It represents the percentage of DMV out-of-state ROV Lookups processed by the Vendor within the required period of time.	Step 1 – The TCS shall create a report count number of late DMV out-of-state ROV Lookups = DMV in-state ROV Lookup meeting the following condition: (Time DMV out-of-state ROV Lookup were sent to a DMV in business days) > two (2) business days. Step 2 – Calculate percentage of late DMV out-of-state ROV Lookup = (Count of late DMV out-of-state ROV Lookup / Total DMV in-state ROV Lookups in the same two (2) business days *100)	0.50% for each 1.00% below requirement	95.00%	0.50%	1.00%
7	Revenue Collection	Processing - Invoicing and Notices	99.00%	Two (2) Business Days	This Performance Measure measures the time to generate Invoices and Notices by the Vendor. It represents the percentage of Invoices and Notices generated by the Vendor within the required period of time.	Step 1 – The TCS shall create a report to count number of late Invoices and Notices sent = Invoices and Notices sent meeting the following condition: (Time Invoices and Notices were sent in business days) > two (2) business days. Step 2 – Calculate percentage of late Invoices and Notices sent = (Count of late Invoices and Notices sent / Total Invoices and Notices sent in the same two (2) business days *100)	1.00% for each 0.10% below requirement	99.00%	1.00%	0.10%
8	Revenue Collection	Accuracy Rate - Invoicing and Notices	99.90%	Monthly	This Performance Measure measures the accuracy of Invoice and Notice generation by the Vendor. It represents the percentage of Invoices and Notices correctly generated by the Vendor's system.	Step 1 – The TCS shall create a report for each month from all Invoices and Notices created. Step 2 – Audit an agreed number of Invoices and Notices. Step 3 – Calculate accuracy percent = Count of Invoices and Notices that were created accurately / Count of all Invoices and Notices created.	1.00% for each 0.10% below requirement	99.90%	1.00%	0.10%
9	Revenue Collection	Processing - Payment Processing	95.00%	Two (2) Business Days	This Performance Measure measures the time of Payment Processing by the Vendor. It represents the percentage of Payments applied by the Vendor within the required period of time.	Step 1 – The TCS shall create a report to count number of late Payments Processed = Payments received meeting the following condition: (Time Payments were received in business days) > two (2) business days. Step 2 – Calculate percentage of late Payments Processed = (Count of late Payments Processed / Total Payments Processed in the same two (2) business days *100)	0.20% for each 1.00% below requirement	95.00%	0.20%	1.00%
10	Revenue Collection	Accuracy - Payment Processing	99.99%	Monthly	This Performance Measure measures the accuracy of Payment Processing by the Vendor. It represents the percentage of Payment correctly applied by the Vendor's system.	Step 1 – The TCS shall create a report for each month from all Payments Processed. Step 2 – Audit an agreed number of Payments. Step 3 – Calculate accuracy percent = Count of Payments Processed accurately / Count of all Payments Processed.	0.20% for each 1.00% below requirement	99.99%	0.20%	1.00%
11 A	Revenue Collection	Collection Performance - Invoice	40.00%	45 Calendar Days	This Performance Measure measures the collection rate of Invoices sent by the Vendor by indicating the percentage of successfully collected and applied to the correct account.	Step 1 – The TCS shall create a report to count number of Invoices Collected = Late Invoices Collected meeting the following condition: (Time Invoices Collected in calendar days) > forty-five (45) calendar days. Step 2 – Calculate percentage of Late Invoices Collected = (Count of Late Invoices Collected / Total Invoices Collected in the same forty-five (45) calendar days *100)	0.50% for each 1.00% below requirement	40.00%	0.50%	1.00%

11 B		Collection Performance - First Notice	35.00%	45 Calendar Days	This Performance Measure measures the collection rate of First Notices sent by the Vendor by indicating the percentage of successfully collected and applied to the correct account.	Step 1 – The TCS shall create a report to count number of First Notices Collected = Late First Notices Collected meeting the following condition: (Time First Notices Collected in calendar days) > forty-five (45) calendar days. Step 2 – Calculate percentage of Late First Notices Collected = (Count of Late First Notices Collected / Total First Notices Collected in the same forty-five (45) calendar days *100)	0.50% for each 1.00% below requirement	35.00%	0.50%	1.00%
11 C		Collection Performance - Second Notice	35.00%	45 Calendar Days	This Performance Measure measures the collection rate of Second Notices sent by the Vendor by indicating the percentage of successfully collected and applied to the correct account.	Step 1 – The TCS shall create a report to count number of Second Notices Collected = Late Second Notices Collected meeting the following condition: (Time Second Notices Collected in calendar days) > forty-five (45) calendar days. Step 2 – Calculate percentage of Late Second Notices Collected = (Count of Late Second Notices Collected / Total Second Notices Collected in the same forty-five (45) calendar days *100)	0.50% for each 1.00% below requirement	35.00%	0.50%	1.00%
11 D		Collection Performance - Legal Notice	25.00%	120 Calendar Days	This Performance Measure measures the collection rate of Legal Notices sent by the Vendor by indicating the percentage of successfully collected and applied to the correct account.	Step 1 – The TCS shall create a report to count number of Legal Notices Collected = Late Legal Notices Collected meeting the following condition: (Time Legal Notices Collected in calendar days) > forty-five (45) calendar days. Step 2 – Calculate percentage of Late Legal Notices Collected = (Count of Late Legal Notices Collected / Total Legal Notices Collected in the same forty-five (45) calendar days *100)	0.50% for each 1.00% below requirement	25.00%	0.50%	1.00%
11 E		Collection Performance - DMV Hold	8.00%	Two (2) Years	This Performance Measure measures the collection rate of Legal Notices sent by the Vendor by indicating the percentage of successfully collected and applied to the correct account.	TBD	0.50% for each 1.00% below requirement	TBD	0.50%	1.00%
12	Customer Service and Operations	Call Abandonment Rate	<3.00%	Monthly	This Performance Measure tracks the number of calls customers abandon before reaching an agent, with a low abandonment rate signifying efficient call handling and customer service.	Step 1 – The TCS shall create a report to count number of abandoned calls = Customers ended the call before reaching an agent. Step 2 – Calculate percentage of abandoned calls = (Count the abandoned calls / Total number of customer calls *100)	1.00% for each 1.00% below requirement	<3.00%	1.00%	1.00%
13	Customer Service and Operations	Processing - Dispute Resolution	95.00%	Five (5) Business Days	This Performance Measure measures the time of Dispute Resolutions by the Vendor. It represents the percentage of Disputes resolved within the required period of time.	Step 1 – The TCS shall create a report to count number of Disputes not resolved = Disputes resolved meeting the following condition: (Time Disputes were received in business days) > five (5) business days. Step 2 – Calculate percentage of late Disputes Resolved = (Count of late Dispute Resolved / Total Disputes received in the same five (5) business days *100)	1.00% for each 1.00% below requirement	95.00%	1.00%	1.00%

14	Customer Service and Operations	Accuracy - Dispute Resolution	99.99%	Monthly	This Performance Measure measures the accuracy of the Dispute Resolution process by the Vendor. It represents the percentage of Disputes correctly managed by the Vendor.	Step 1 – The TCS shall create a report for each month for all Disputes Received. Step 2 – Audit an agreed number of Disputes received. Step 3 – Calculate accuracy percent = Count of Disputes that were Resolved accurately / Count of all Disputes received.	1.00% for each 1.00% below requirement	99.99%	1.00%	1.00%
15	System	Availability	99.99%	Monthly - Excluding Monthly Maintenance	This Performance Measure measures the Vendor's System Availability by the amount of uptime. It represents the percentage of Availability the Vendor's System is fully operational excluding Authority Approved Maintenance.	Step 1 – Calculate Allowable Downtime (in hours) = (24 hours x number of days in [month] x (100.0% - 99.99%)). Step 2 – The Vendor shall calculate Actual Downtime of System Availability based on VENDOR TCS MOMS data. Excluding actual time of scheduled maintenance activities approved by the OWNER, or other exclusions allowable by the OWNER.	0.50% for each 0.10% below requirement	99.99%	0.50%	0.10%
16	System	Data Exchange	99.99%	Monthly - Excluding Monthly Maintenance	This Performance Measure measures the Vendor's System Interface Availability by the amount of uptime. It represents the percentage of Interface Availability is fully operational excluding Authority Approved Maintenance.	Step 1 – Calculate Allowable Downtime (in hours) = (24 hours x number of days in [month] x (100.0% - 99.99%)). Step 2 – The Vendor shall calculate Actual Downtime of Interface Availability based on VENDOR TCS MOMS data. Excluding actual time of scheduled maintenance activities approved by the OWNER, or other exclusions allowable by the OWNER.	0.50% for each 0.10% below requirement	99.99%	0.50%	0.10%
17	System	Reporting Accuracy	99.99%	Monthly - Excluding Monthly Maintenance	This Performance Measure measures the accuracy of the Vendor's Reporting System. It represents the percentage of Reports the Vendor's System produces accurately excluding Authority Approved Maintenance.	Step 1 – The TCS system shall create a report for each month for all Reports generated by the TCS System. Step 2 – Audit an agreed number of Reports. Step 3 – Calculate Reporting Accuracy percent = (Count number of Reports rejected / Count of all Reports*100).	1.00% for each 0.10% below requirement	99.99%	1.00%	0.10%
18	System	Disaster Recovery	100.00%	4 Hours of Event Ending	This Performance Measure measures the amount of time the Vendor takes to recover the System to be fully operational. It represents the percentage of time the Vendor takes to restore the System within the required period of time.	Step 1 – Calculate amount of Downtime the TCS System was not operational (in Minutes). Step 2 – Actual Downtime of TCS System excluding exclusions allowable by the OWNER > two-hundred forty (240) minutes.	1.00% for each 0.10% below requirement	99.99%	1.00%	0.10%
<b>Reported Performance Requirements - No Performance Deductions</b>										
1	Communication	Client	100.00%	30 Minutes Upon Receipt during the AUTHORITY's Business Hours	This Performance Measure measures the Vendor's acknowledgement to Client Communications. It represents the percentage of responses by the Vendor within the required period of time.	Step 1 – Calculate amount of Time the Vendor took to acknowledge each Client Communication (in Minutes). Step 2 – Count the number of Client Communications excluding exclusions allowable by the OWNER > thirty (30) minutes.	N/A	N/A	N/A	N/A
2	Customer Service and Operations	Customer Satisfaction Score	87.00%	Monthly	This Performance Measure measures Customer Satisfaction as a key performance indicator on how the Vendors providing customer service and product quality.	Step 1 – The TCS shall create a report to count number of satisfied customer surveys = Customers who provided positive feedback in a customer survey . Step 2 – Calculate percentage of satisfied customer surveys = (Count positive feedback / Total number of customer survey responses *100)	N/A	N/A	N/A	N/A

3	System	Reporting Production	100.00%	Monthly - Excluding Monthly Maintenance	This Performance Measure measures the production of the Vendor's Reporting System. It represents the percentage of Reports the Vendor's System produces in the required time frame excluding Authority Approved Maintenance.	Step 1 – The TCS system shall create a report for each month for all Reports generated by the TCS System. Step 2 – Audit an agreed number of Reports. Step 3 – Calculate Report Production percent = (Count number of Reports not produced in the required time frame / Count of all Reports*100).	N/A	N/A	N/A	N/A
4	Revenue Collection	Rate - DMV out-of-state ROV Lookup	80.00%	Monthly	This Performance Measure measures the success rate of DMV out-of-state ROV Lookups output by indicating the percentage of successfully matched to a registered owner vehicle (ROV).	Step 1 – The TCS shall create a report for each month for all DMV out-of-state ROV Lookups processed. Step 2 – Calculate success rate percent value = Count of DMV out-of-state ROV Lookup results / Count of all DMV out-of-state ROV Lookups sent.	N/A	N/A	N/A	N/A
5	Revenue Collection	Rate - DMV in-state ROV Lookup	90.00%	Monthly	This Performance Measure measures the success rate of DMV in-state ROV Lookups output by indicating the percentage of successfully matched to a registered owner vehicle (ROV).	Step 1 – The TCS shall create report for each month for all DMV in-state ROV Lookups processed. Step 2 – Calculate success rate percent value = Count of DMV in-state ROV Lookup results / Count of all DMV in-state ROV Lookups sent.	N/A	N/A	N/A	N/A

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## 8.7 Lane Count - Current and Proposed Future

Note that all current lanes will be converted to AET with rear license plate cameras by the end of 2027.

The full AET Conversion numbers correspond to the volumes at the new locations based on the 9/1/2023 to 8/31/2024 transactions.

The Future predictions are provided through the T&R Reports published on the RMTA website.

### A-to-Be ORT Lanes

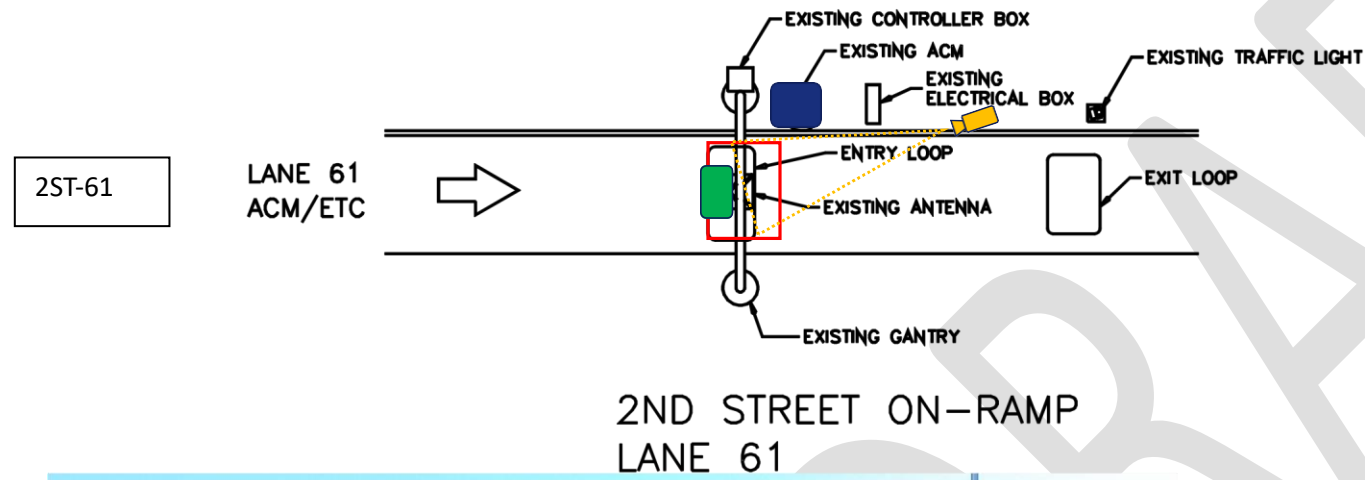
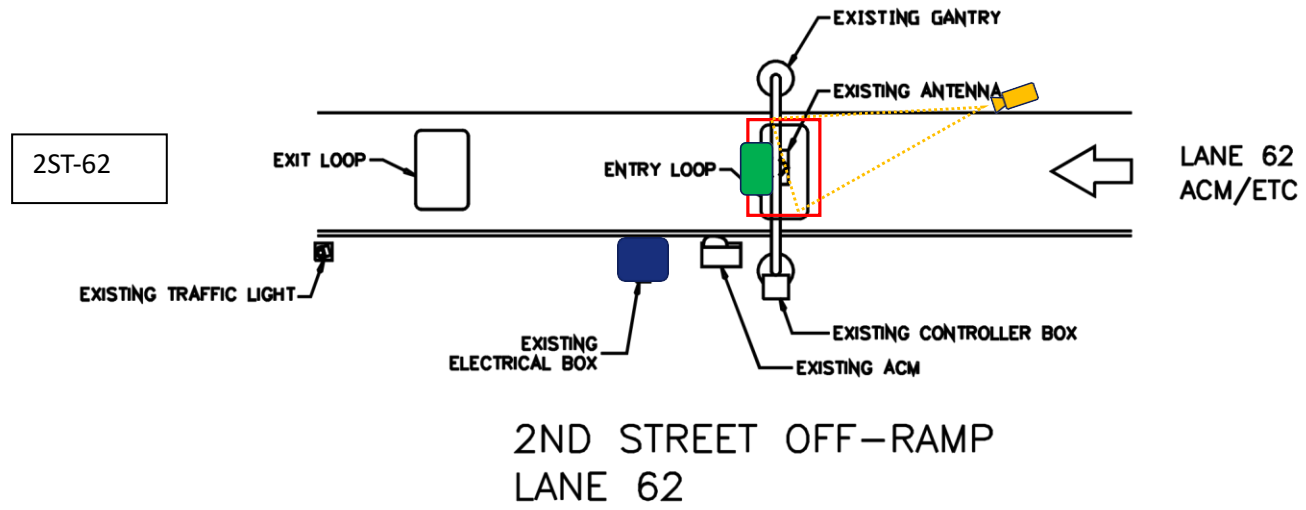
Year	Month	E-ZPass Count	License Plate Count	Total Transactions
2023	October	2,501,987	227,339	2,729,326
2023	November	2,336,372	213,247	2,549,619
2023	December	2,291,114	209,230	2,500,344
2024	January	2,340,143	192,050	2,532,195
2024	February	2,370,774	189,944	2,560,718
2024	March	2,558,122	211,714	2,769,836
2024	April	2,497,807	206,071	2,703,878
2024	May	2,532,286	227,061	2,759,347
2024	June	2,421,228	219,221	2,640,449
2024	July	2,457,292	219,092	2,676,384
2024	August	2,530,570	228,925	2,759,495
2024	September	2,435,360	221,483	2,656,843
<b>Totals</b>		29,273,055	2,565,377	31,838,434

## TRMI Lanes

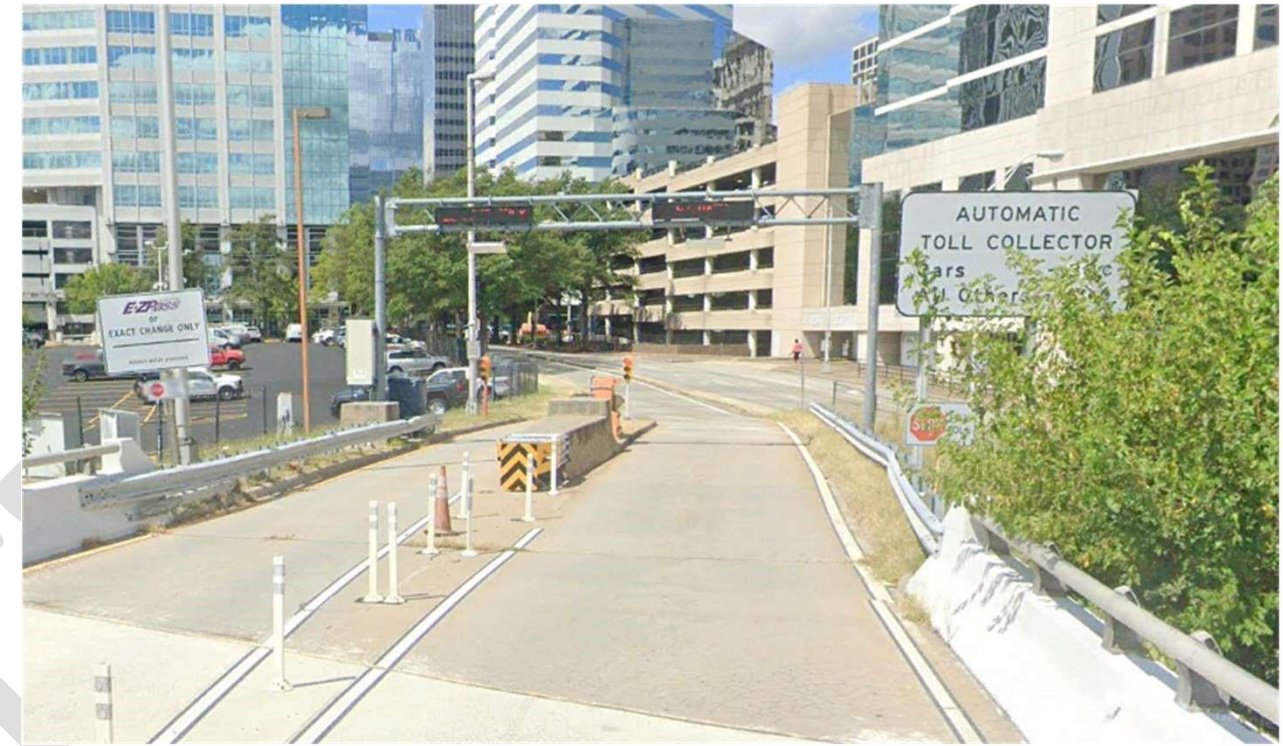
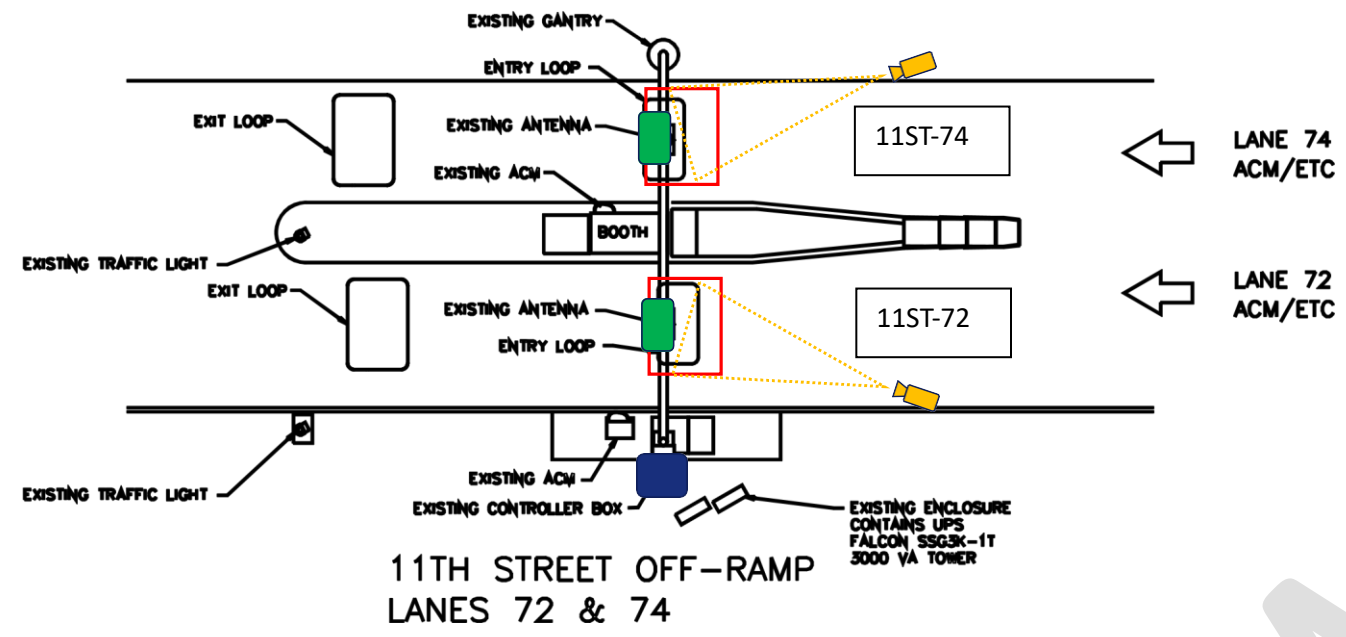
Year	Month	Cash Transactions Count	E-ZPass Count	E-ZPass Discount Count	E-ZPass Non-Rev Count	ISF Count	Cash Violation Count	Non-Rev Card Count	Non-Rev Pass Count	E-ZPass Total	Pay-By-Plate Total	Total Transactions
2023	October	639,249	132,831	1,451,111	14,724	13,237	374,213	1,052	229	1,585,223	387,450	1,972,673
2023	November	591,190	128,175	1,346,098	13,176	12,477	346,869	795	172	1,475,240	359,346	1,834,586
2023	December	581,702	117,862	1,300,914	12,570	11,851	346,966	742	142	1,419,660	358,817	1,778,477
2024	January	521,049	116,059	1,314,535	14,240	11,338	339,589	772	220	1,431,586	350,927	1,782,513
2024	February	538,398	122,879	1,353,334	13,800	11,380	343,869	726	193	1,477,132	355,249	1,832,381
2024	March	612,868	146,352	1,457,623	14,041	13,837	402,068	931	363	1,605,269	415,905	2,021,174
2024	April	592,588	133,029	1,457,822	13,506	12,888	375,126	1,112	352	1,592,315	388,014	1,980,329
2024	May	618,904	136,980	1,462,083	14,259	15,347	410,660	1,015	332	1,600,410	426,007	2,026,417
2024	June	573,576	126,528	1,330,036	11,226	14,205	405,244	875	246	1,457,685	419,449	1,877,134
2024	July	552,275	127,962	1,326,189	11,879	15,042	412,415	846	357	1,455,354	427,457	1,882,811
2024	August	547,652	136,120	1,397,761	12,919	16,469	445,257	930	278	1,535,089	461,726	1,996,815
2024	September	502,708	125,772	1,374,941	13,245	15,551	426,353	868	345	1,501,926	441,904	1,943,830
<b>Totals</b>		6,872,159	1,550,549	16,572,447	159,585	163,622	4,628,629	10,664	3,229	18,136,889	4,792,251	22,929,140

- Cameras Exist in the ORT Lanes (Quantity 9)
- Cameras will be installed in the Current TRMI Lanes (See the table below)
- New Full Width Gantry being added to the Powhite Parkway which will allow closure of some ramp plazas.

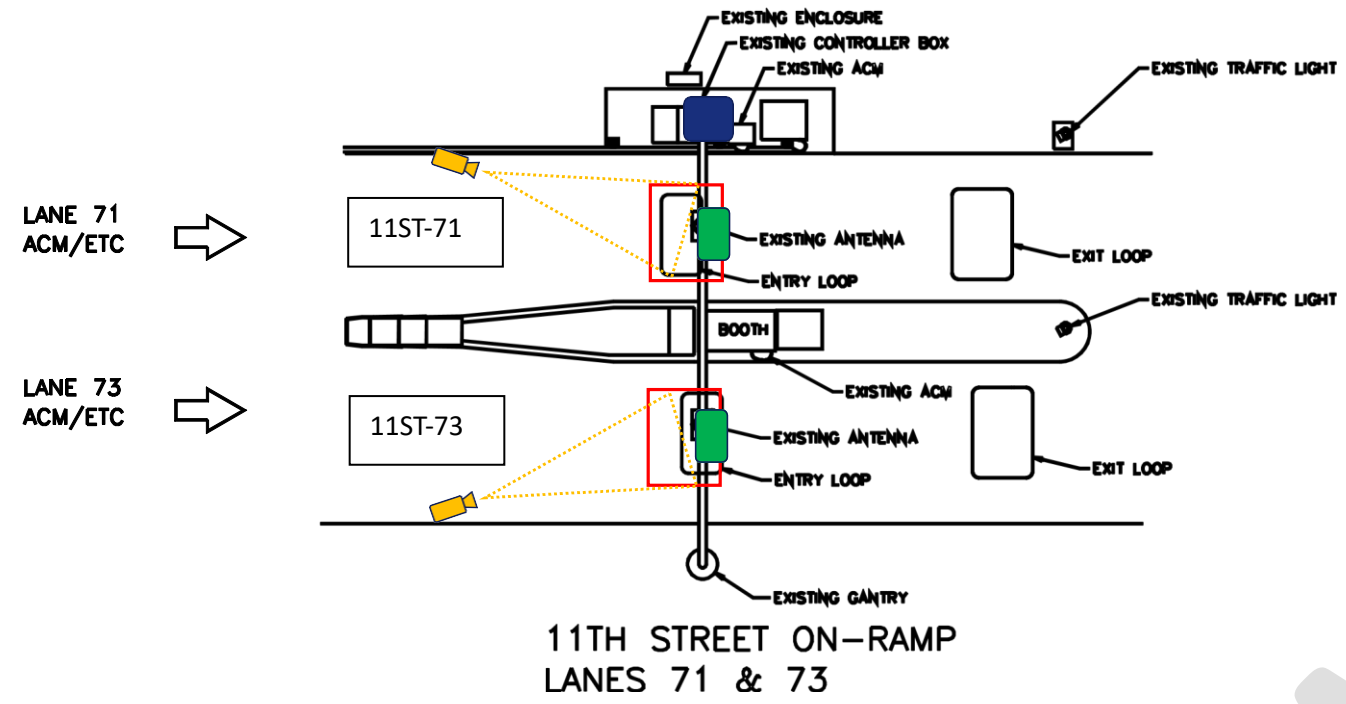
Plaza	Location	Lane	Manned(Temp)	VES Conversion/ORT
DTE	Mainline - West	43	Yes	Yes
DTE	Mainline - West	44	Yes	Yes
DTE	Mainline - West	45		Yes
DTE	Mainline - West	46		Yes
DTE	ORT - West	47		No – ORT Existing
DTE	ORT - West	48		No – ORT Existing
DTE	ORT - West	49		No – ORT Existing
DTE	Mainline - East	50		Yes
DTE	Mainline - East	51		Yes
DTE	Mainline - East	52		Yes
DTE	Mainline - East	53		Yes
DTE	Mainline - East	54		Yes
DTE	Mainline - East	55		Close Lane
DTE	Mainline - East	56	Yes	Yes
DTE	Mainline - East	57	Yes	Yes
DTE	2 <sup>nd</sup> St Off-Ramp	62		Yes
DTE	2 <sup>nd</sup> St On-Ramp	61		Yes
DTE	11 <sup>th</sup> St Off-Ramp	72		Yes
DTE	11 <sup>th</sup> St Off-Ramp	74		Yes
DTE	11 <sup>th</sup> St On-Ramp	71		Yes
DTE	11 <sup>th</sup> St On-Ramp	73		Yes
BVD	Mainline	31		Yes
BVD	Mainline	32		Yes
BVD	Bi-Directional	33		Close Lane
BVD	Bi-Directional	34		Close Lane
BVD	Mainline	35		Yes
BVD	Mainline	36		Yes
DOU	Off-Ramp	23		Yes
DOU	On-Ramp	25		Yes

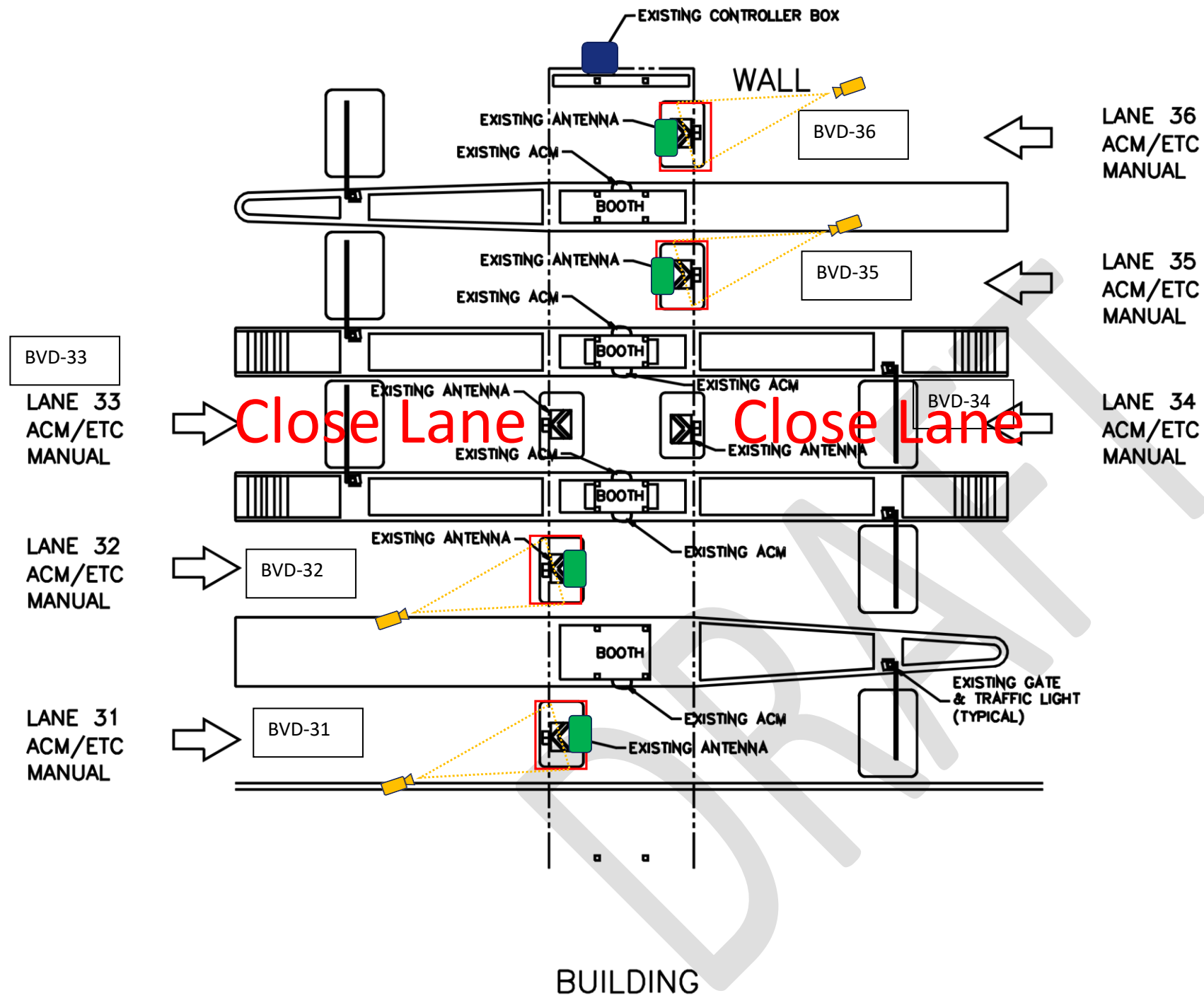






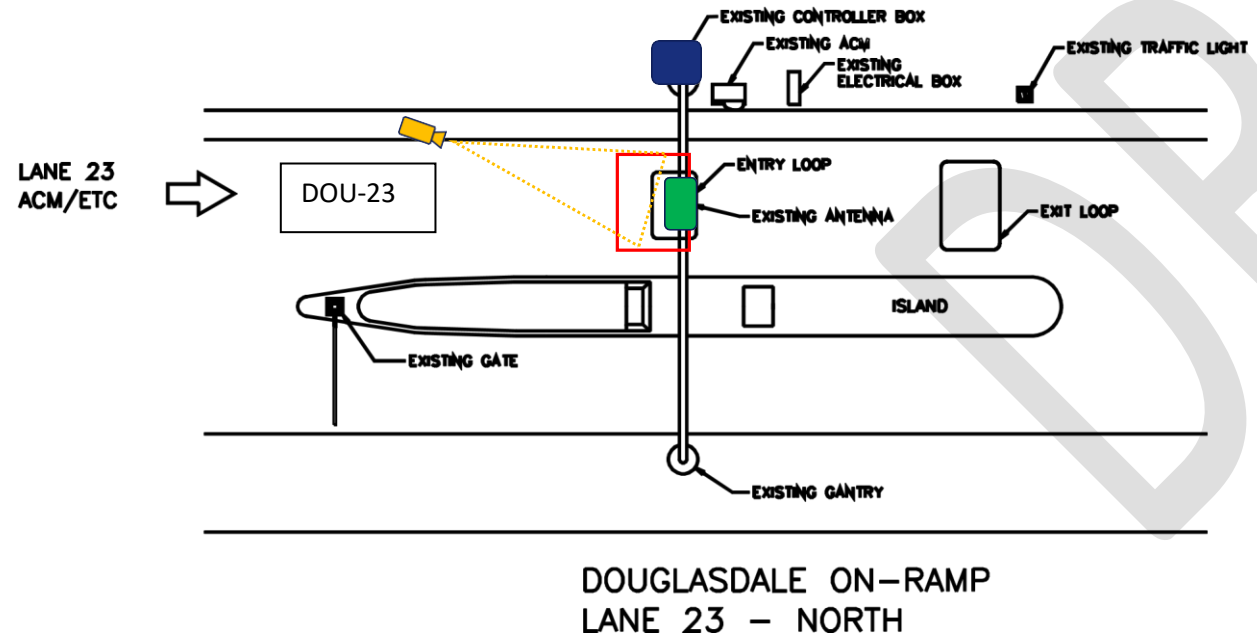
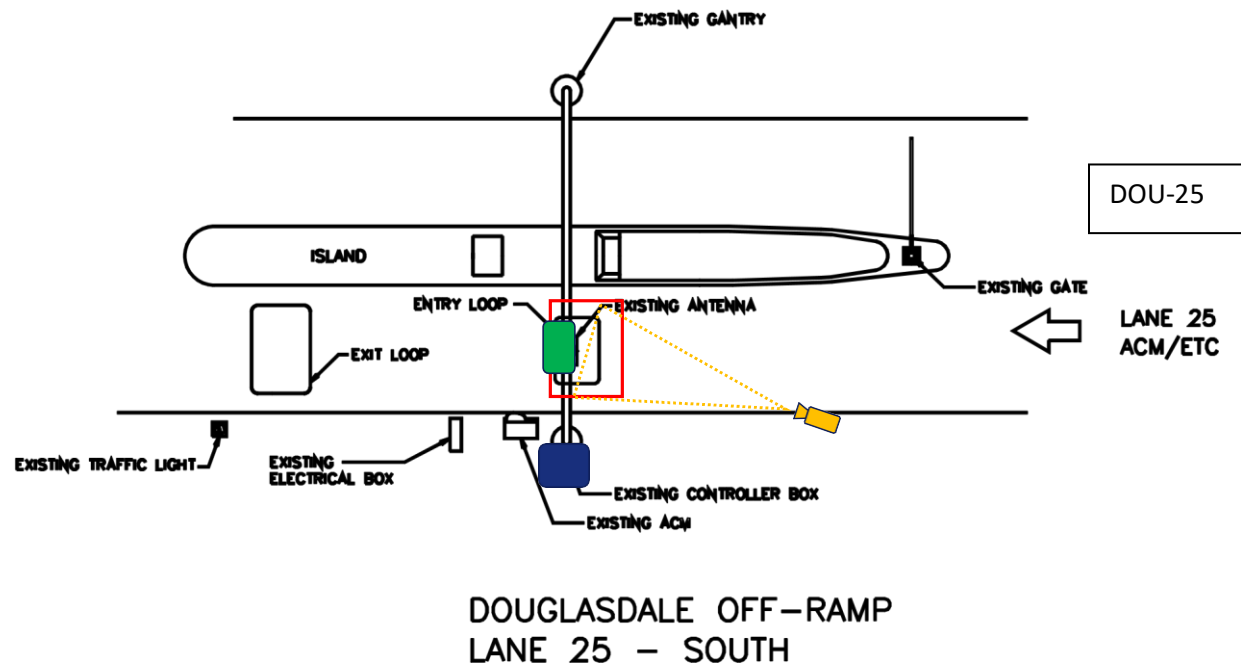
DRAFT

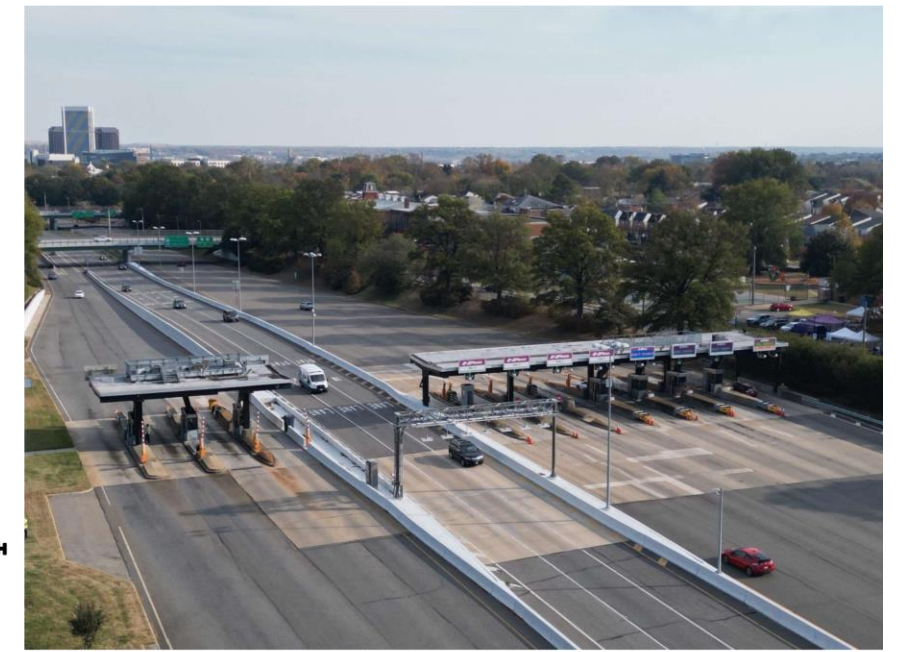
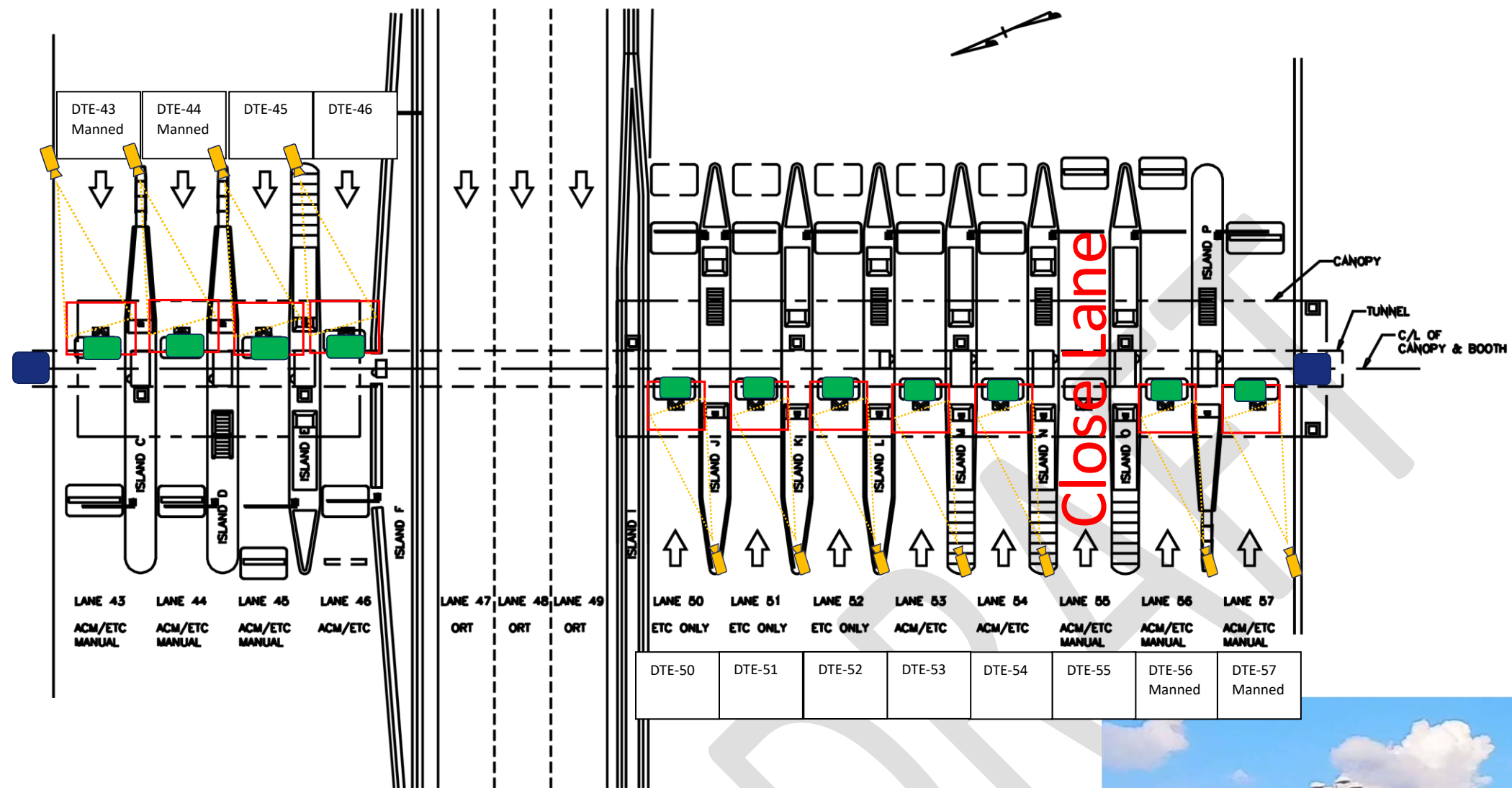




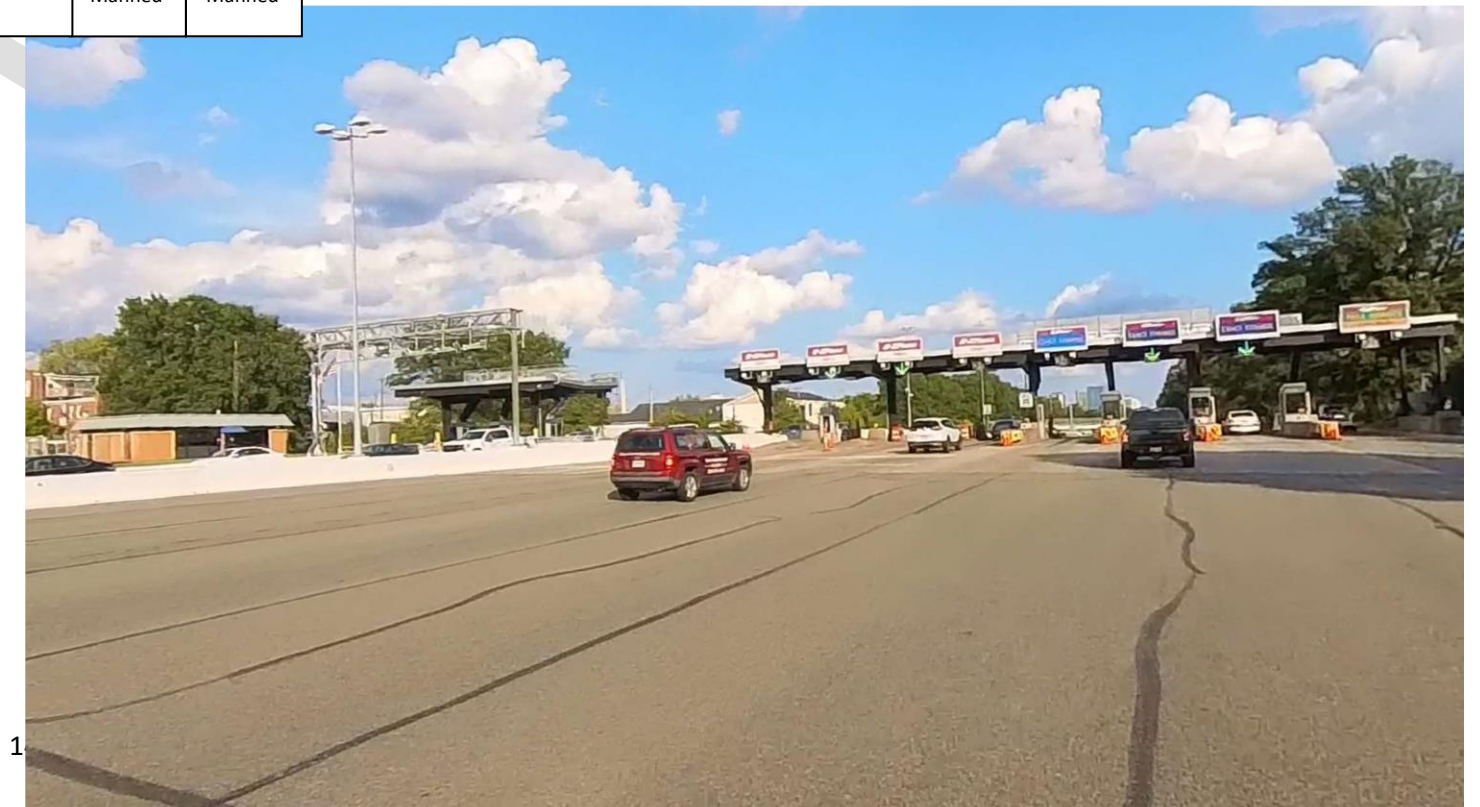
BOULEVARD BRIDGE PLAZA  
LANES 31 - 36







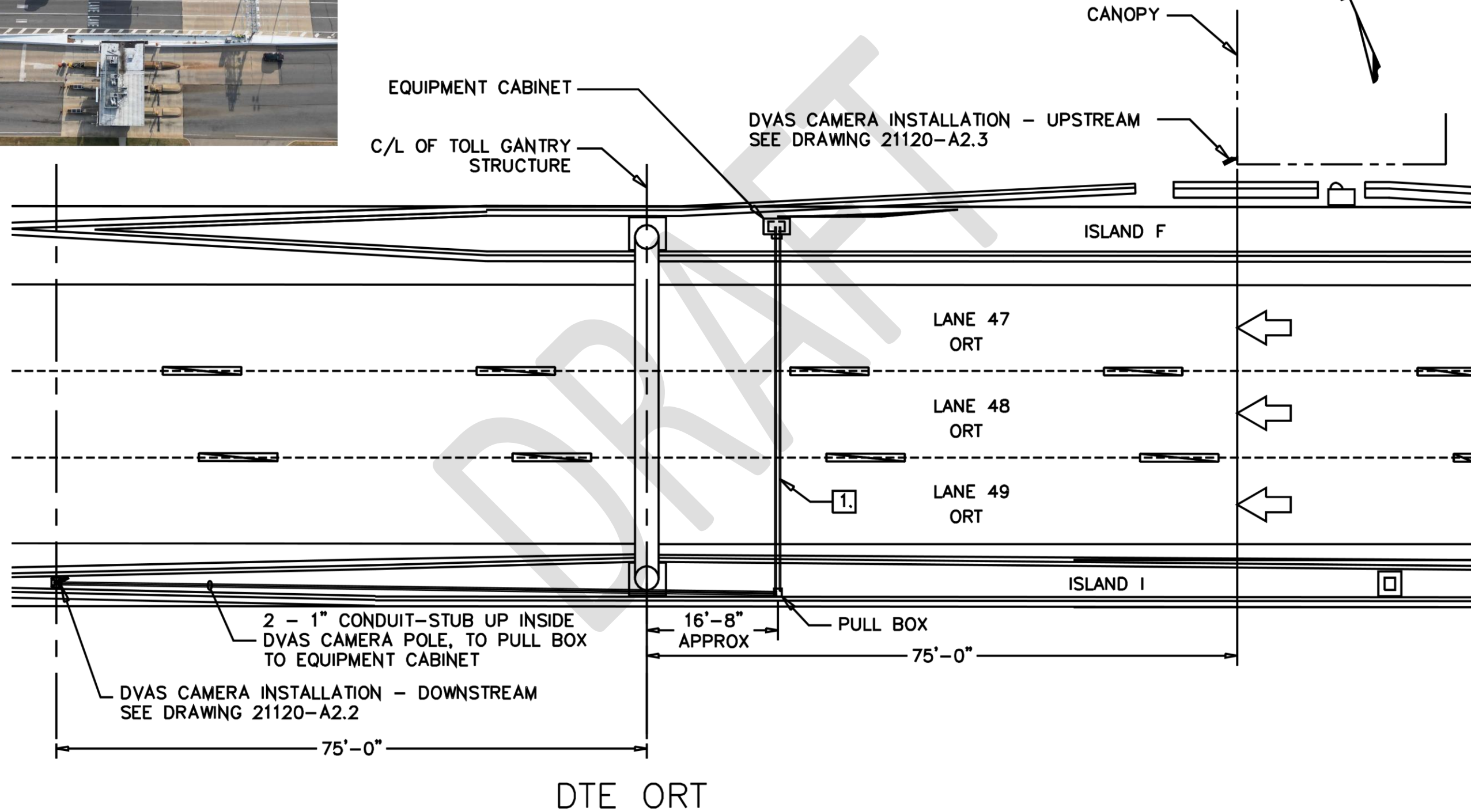
# DTE PLAZA

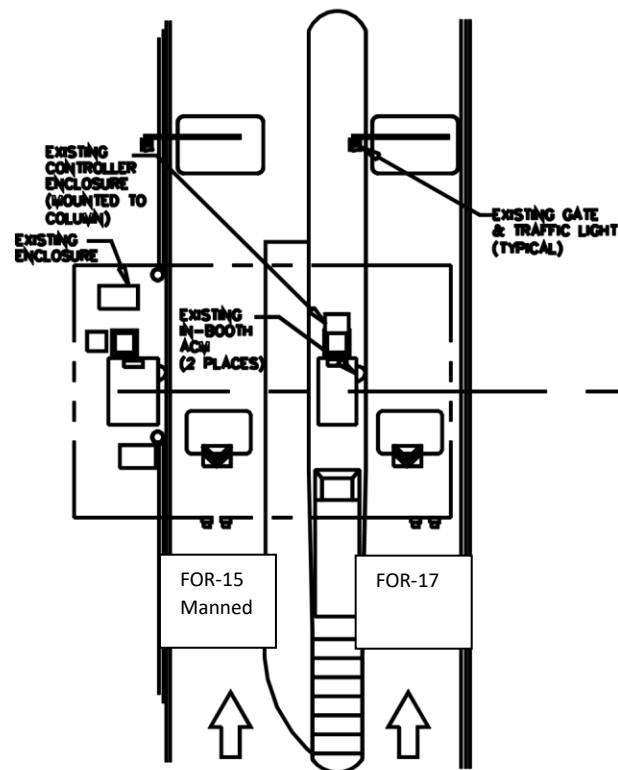
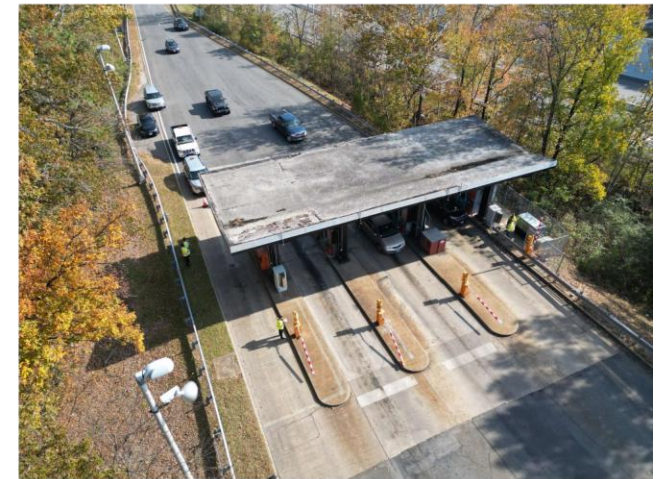
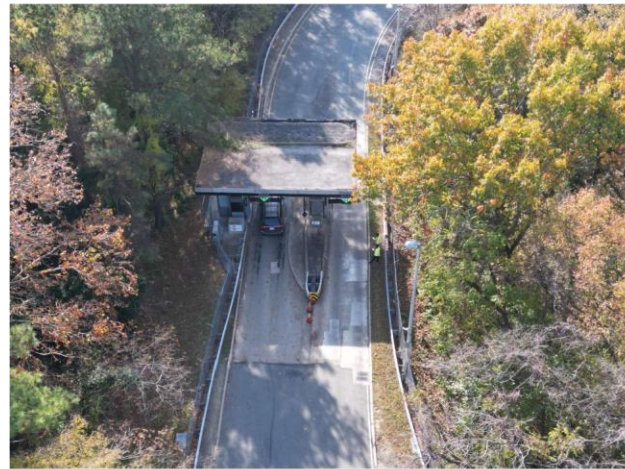




NOTE:

- 1. CONDUITS MUST BE AT LEAST 4 FEET FROM IDRIS LOOPS.

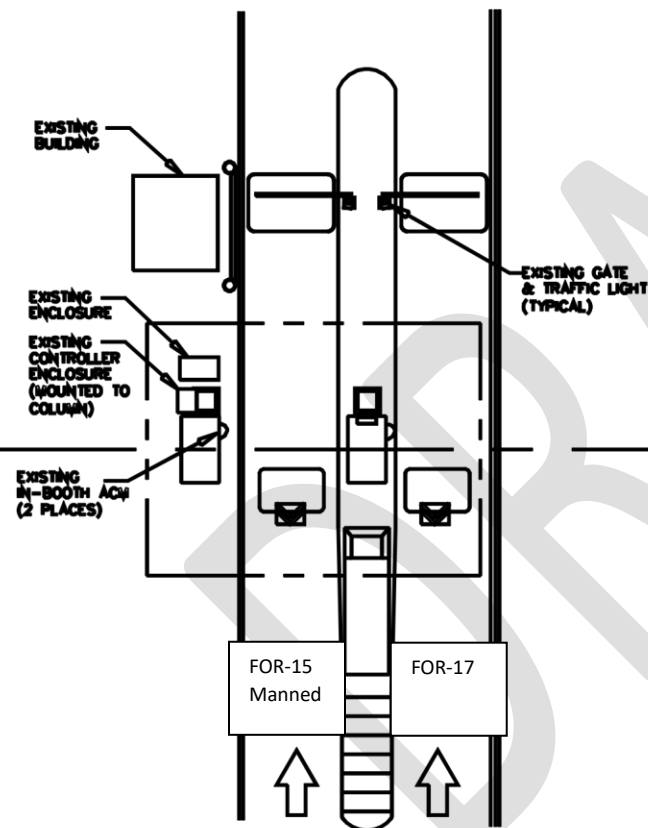




LANE 15      LANE 17  
ETC/ACM      ETC/ACM  
MANUAL      MANUAL

ON-RAMP NORTH  
LANES 15, 17

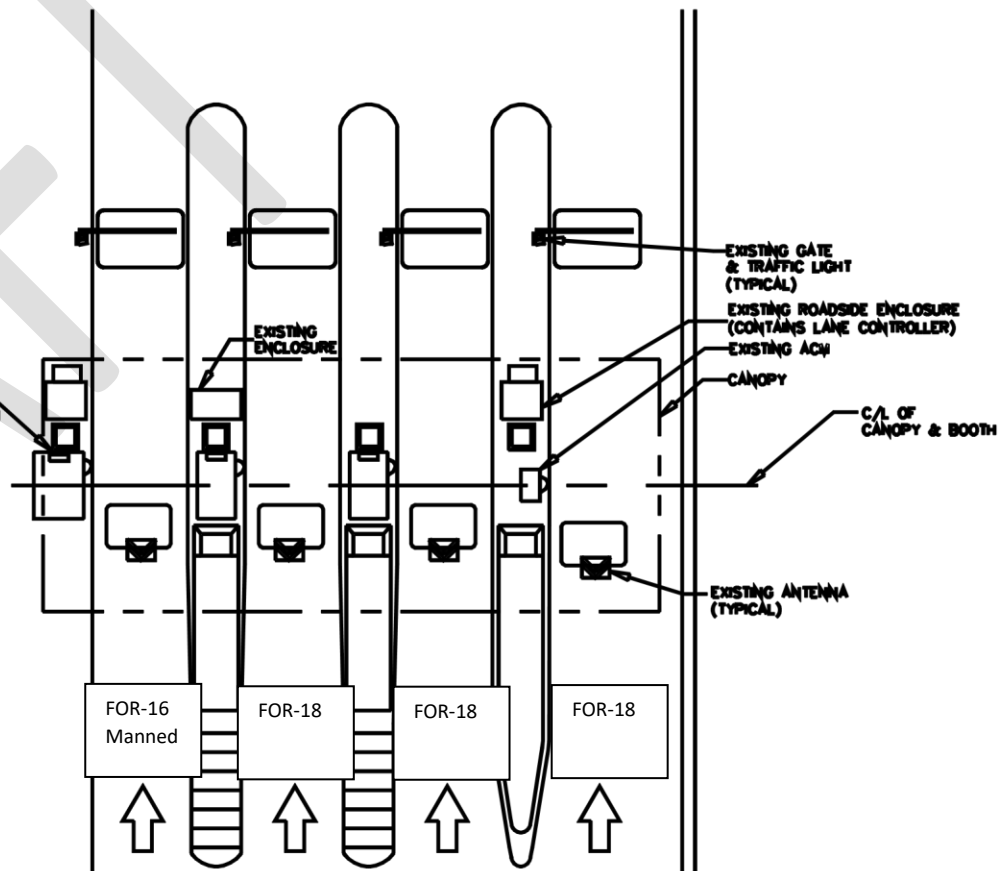
**Close Lanes**



LANE 19      LANE 21  
ETC/ACM      ETC/ACM  
MANUAL      MANUAL

ON-RAMP NORTH  
LANES 19, 21

**Close Lanes**  
**Forest Hill**



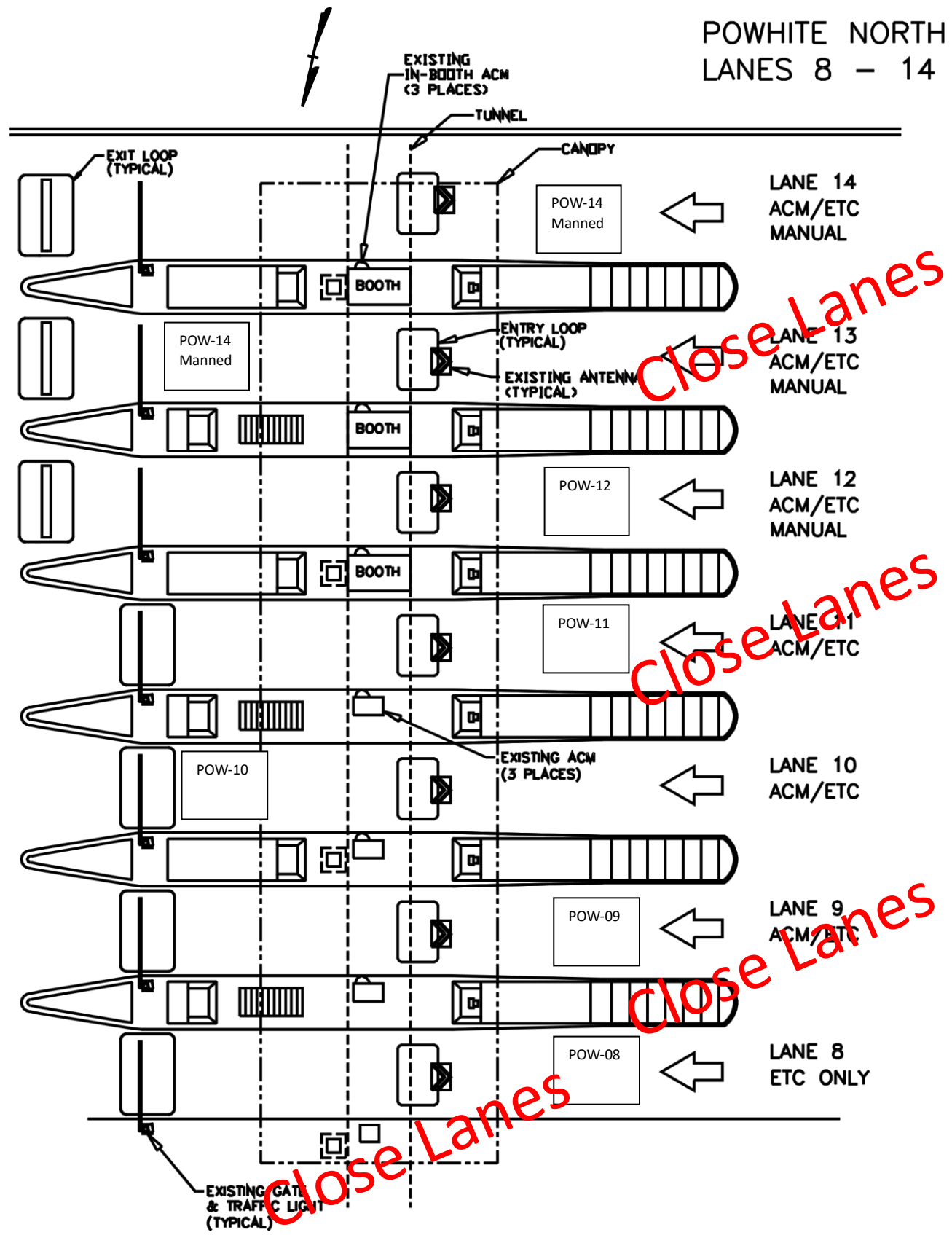
LANE 16      LANE 18      LANE 20      LANE 22  
ACM/ETC      ACM/ETC      ACM/ETC      ACM/ETC  
MANUAL      MANUAL

OFF-RAMP  
LANES 16, 18, 20, 22

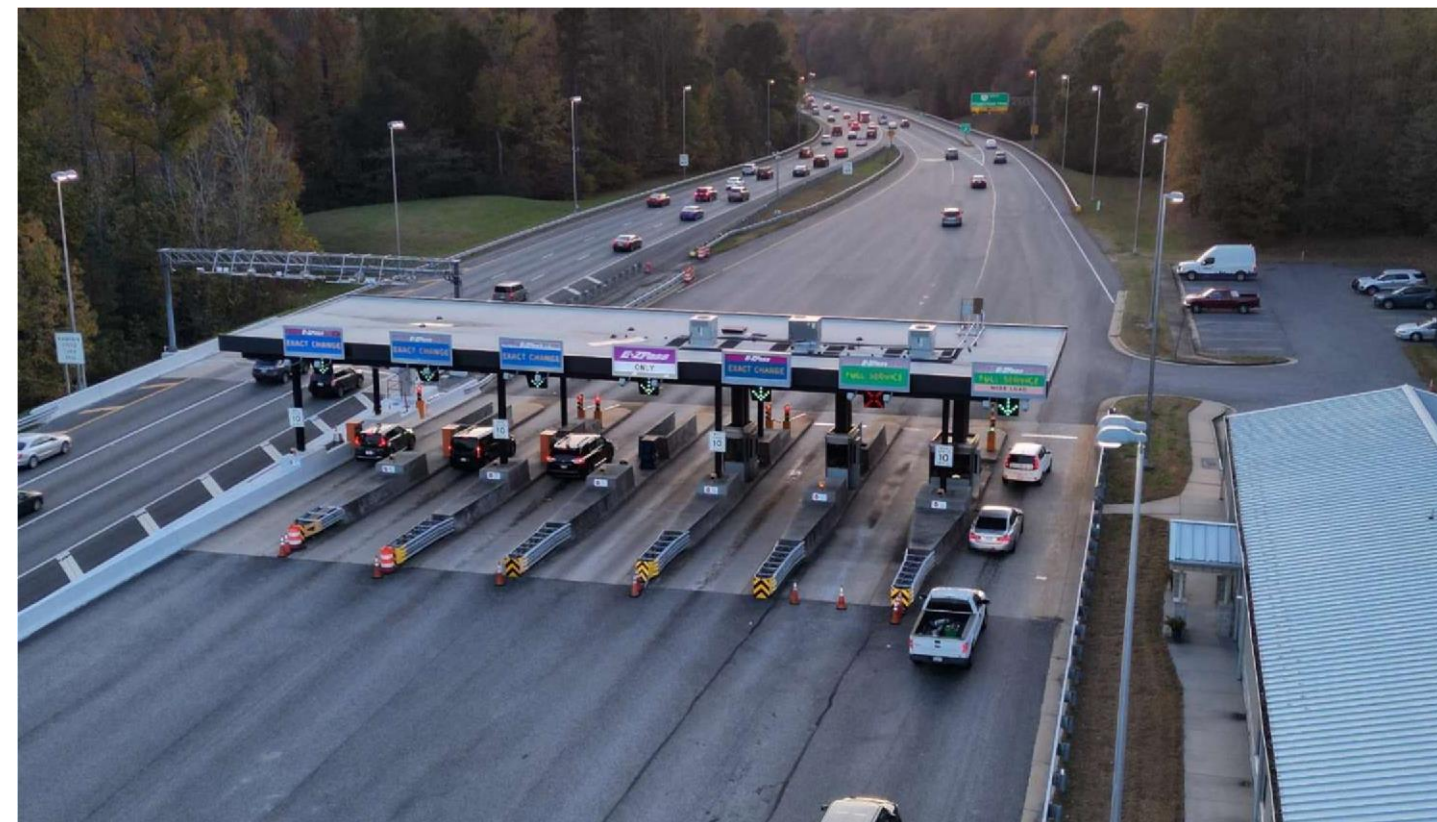
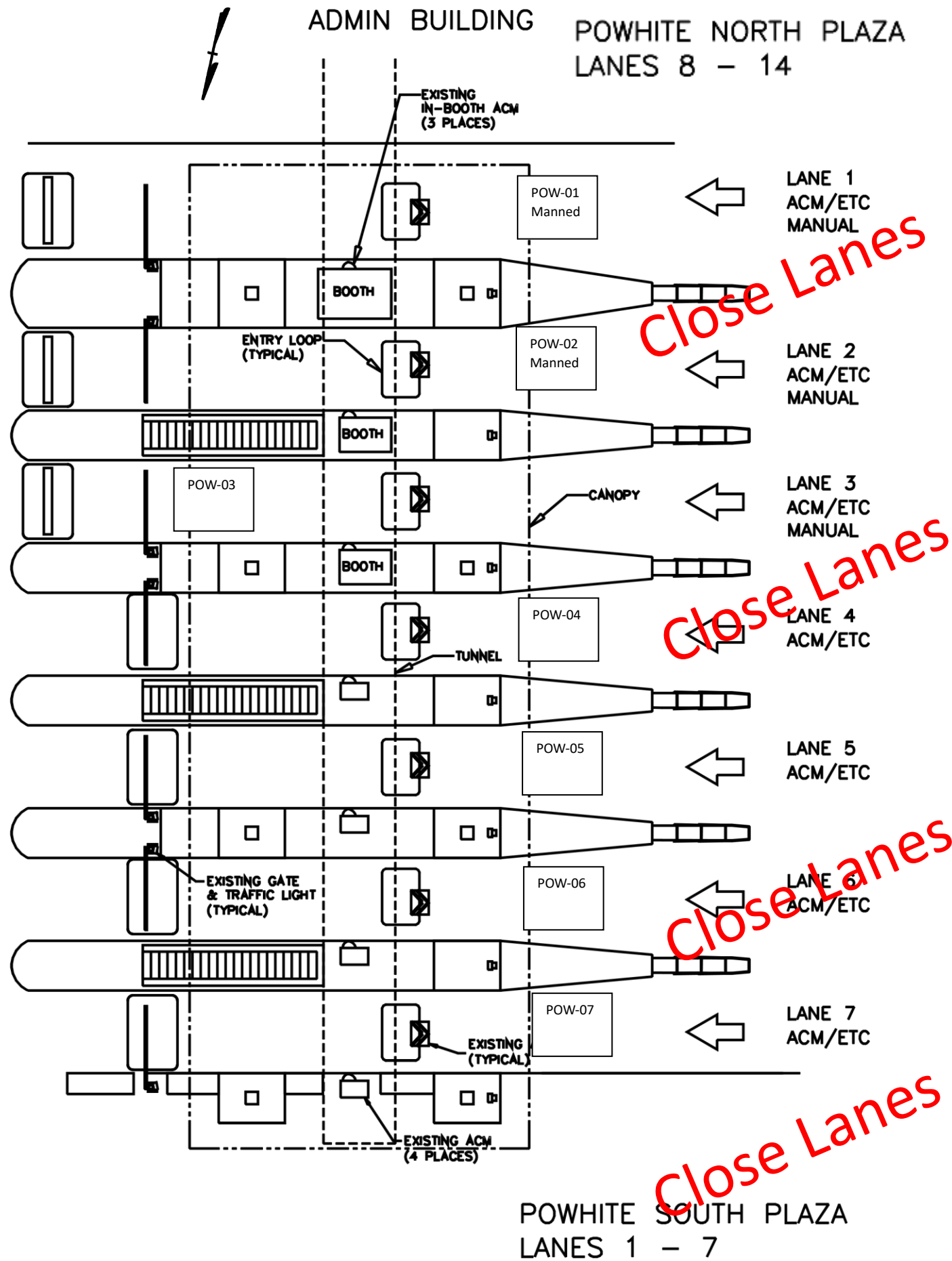
**Close Lanes**



POWHITE NORTH PLAZA  
LANES 8 - 14







## 8.8 Business Rules

Business Rules will be provided with Final RFP advertisement.

## 8.9 Requirements Matrix

Requirements Matrix will be provided with Final RFP advertisement.

## 8.10 Draft Future Transaction Process Workflow

Reference separate document Appendix 8.10 Draft Future Transaction Process Workflow

## 8.11 Traffic and Expected Revenue

The most recent traffic and revenue forecast will be provided by the AUTHORITY. Historical traffic and revenue reports are available on the AUTHORITY'S website at [www.rmtaonline.org](http://www.rmtaonline.org).

## 8.12 Fines and Fees Table

<i>Description</i>	<i>Per Transaction</i>	<i>Per Notice</i>	<i>Fees Carry Over</i>	<i>Total Fees and Fines</i>
<i>Pay-by-Plate Invoice</i>	Estimated \$1.00	\$0.00	N/A	Not applicable
<i>First Notice</i>	Estimated \$1.00	\$25.00	Yes	\$1.00 per toll plus \$25.00
<i>Second Notice</i>	Estimated \$1.00	\$50.00	Yes	\$1.00 per toll, \$25.00 from the first Notice plus \$50.00
<i>Legal Notice</i>	Estimated \$1.00	\$100.00	Yes	\$1.00 per toll, \$25.00 from the first Notice, \$50.00 from second Notice plus \$100.00
<i>DMV Hold Notice</i>	Estimated \$1.00	\$250.00	Yes	\$1.00 per toll, \$25.00 from the first Notice, \$50.00 from second Notice \$100.00 from the Legal Notice plus \$250.00
<i>Court Adjudication</i>	Estimated \$1.00	\$250.00	Yes	\$1.00 per toll, \$25.00 from the first Notice, \$50.00 from second Notice \$100.00 from the Legal Notice plus \$250.00

## 8.13 Toll Rates Table

The toll rate tables as of October 2024

**\*\* This discounted rate is only available if customer's VDOT issued transponder is properly mounted and has sufficient funds.**

8.13.1 Powwhite Parkway

<b>Powwhite Parkway Mainline</b>	<b>Cash + Out-of-State E-ZPass</b>	<b>Virginia E-ZPass</b>
Two Axle	\$1.00	\$0.90
Three Axle	\$1.10	\$1.10
Four Axle	\$1.20	\$1.20
Five Axle	\$1.30	\$1.30
<b>Forest Hill Avenue</b>	<b>Cash + Out-of-State E-ZPass</b>	<b>Virginia E-ZPass</b>
Two Axle	\$1.00	\$0.90
Three Axle	\$1.10	\$1.10
Four Axle	\$1.20	\$1.20
Five Axle	\$1.30	\$1.30
<b>Douglasdale Road</b>	<b>Cash + Out-of-State E-ZPass</b>	<b>Virginia E-ZPass</b>
Two Axle	\$0.50	\$0.45
Three Axle	\$1.00	\$1.00
Four Axle	\$1.10	\$1.10
Five Axle	\$1.20	\$1.20

8.13.2 Downtown Expressway

<b>Downtown Expressway Mainline</b>	<b>Cash + Out-of-State E-ZPass</b>	<b>Virginia E-ZPass</b>
Two Axle	\$1.00	\$0.90
Three Axle	\$1.10	\$1.10
Four Axle	\$1.20	\$1.20
Five Axle	\$1.30	\$1.30
<b>Second Street</b>	<b>Cash + Out-of-State E-ZPass</b>	<b>Virginia E-ZPass</b>
Two Axle	\$0.50	\$0.45
Three Axle	\$1.00	\$1.00
Four Axle	\$1.10	\$1.10
Five Axle	\$1.20	\$1.20
<b>Eleventh Street</b>	<b>Cash + Out-of-State E-ZPass</b>	<b>Virginia E-ZPass</b>
Two Axle	\$0.50	\$0.45
Three Axle	\$1.00	\$1.00
Four Axle	\$1.10	\$1.10
Five Axle	\$1.20	\$1.20

### 8.13.3 Boulevard Bridge

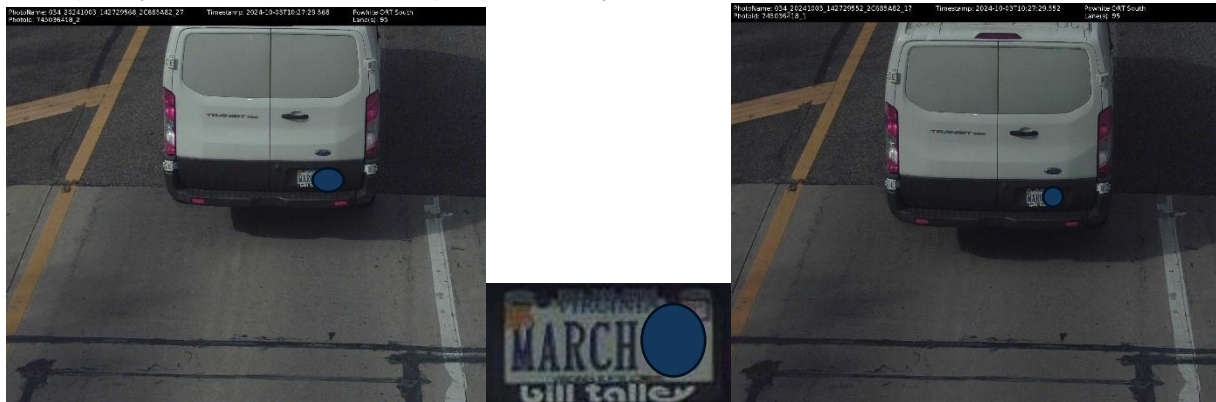
Boulevard Bridge	Cash + Out-of-State E-ZPass	Virginia E-ZPass
Two Axle	\$0.50	\$0.45

### Image and Storage

## Images

- The images can be in JFIF and JPEG formats.
- The images are 1536x1260 pixels.
- The ROI is the plate and is 123 x 60 pixels.

Examples (Do not include license plate number)



The VISCAM 1000 is the rear lane camera.

## Files: (Storage and Transmission)

D005\_20240801080224\_VDF\_XML.ZIP

- 13KB

X005\_20240801140000\_VTX\_XML.ZIP

- 6 MB to 26 MB
- Contains up to one hundred (100) transactions.
- Up to three (3) images per transaction
- Max Image size 147 KB
- XML File with names like 'X005\_202408011400.XML' containing transactions.

A typical day transmission to interface up to 2 GB of data (at current volumes).

## Extrapolation of Final Volume and Storage:

Based on the current daily transmission of 31.8 million transactions per year (Only ORT Lanes). The new transactions, when fully converted extrapolate to:

### RMATA Totals

Transactions	Annual Total
Transponders	52,202,195
Projected Pay-By-Plate	7,357,628

This amount would translate to ~3.75 GB of data per day (at current projected total transactions)

## **9 Forms**

**9.1 FORM A Certification**

**9.2 FORM B RFP Responsiveness Verification**

**9.3 FORM C Acknowledgement of Addenda**

**9.4 FORM D Projects & Clients List**

**9.5 FORM E Detailed Project Descriptions**

**9.6 FORM F Information Regarding Proposer Team and Financially Responsible Party**

**9.7 FORM G Pricing Proposal**

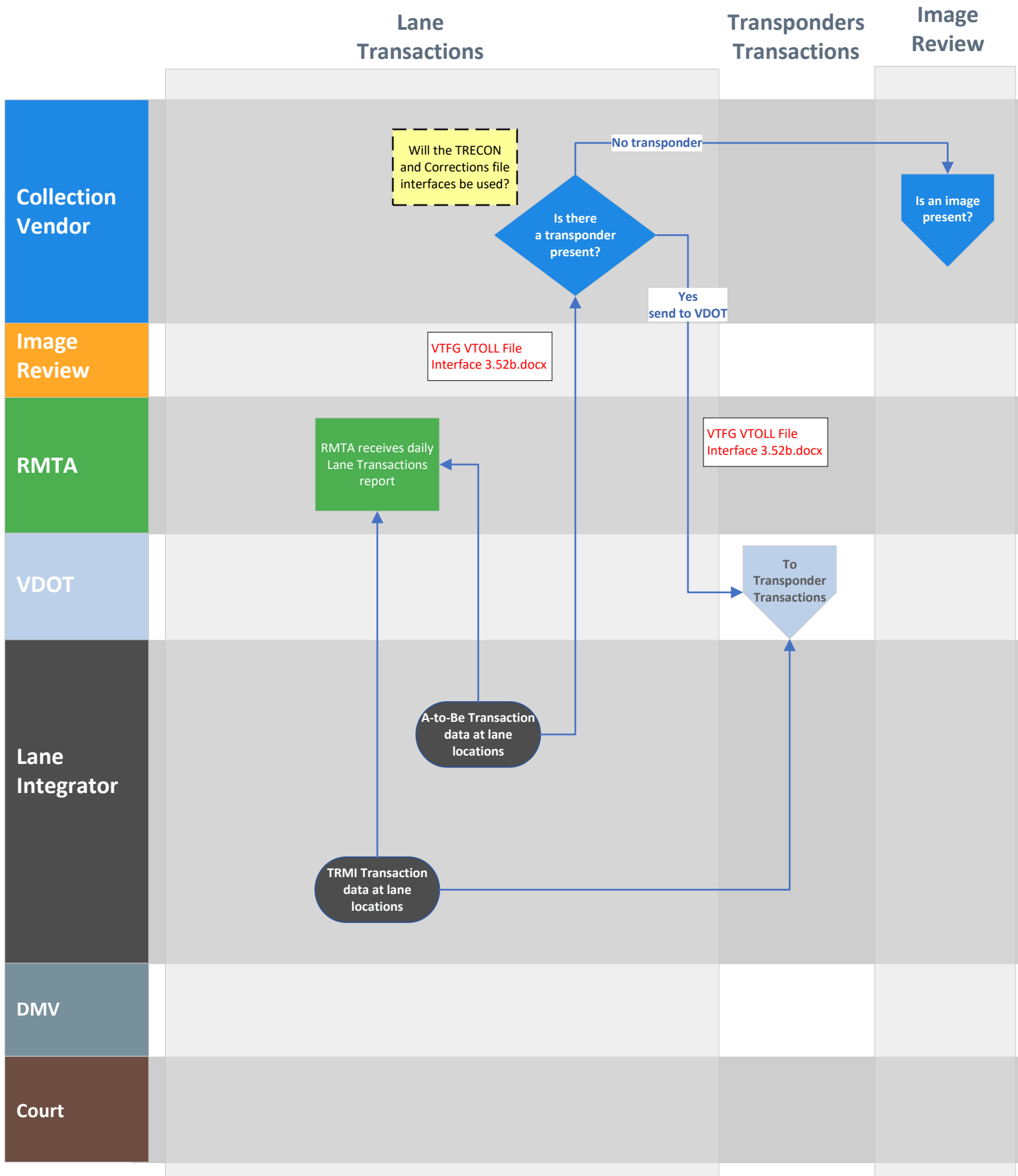


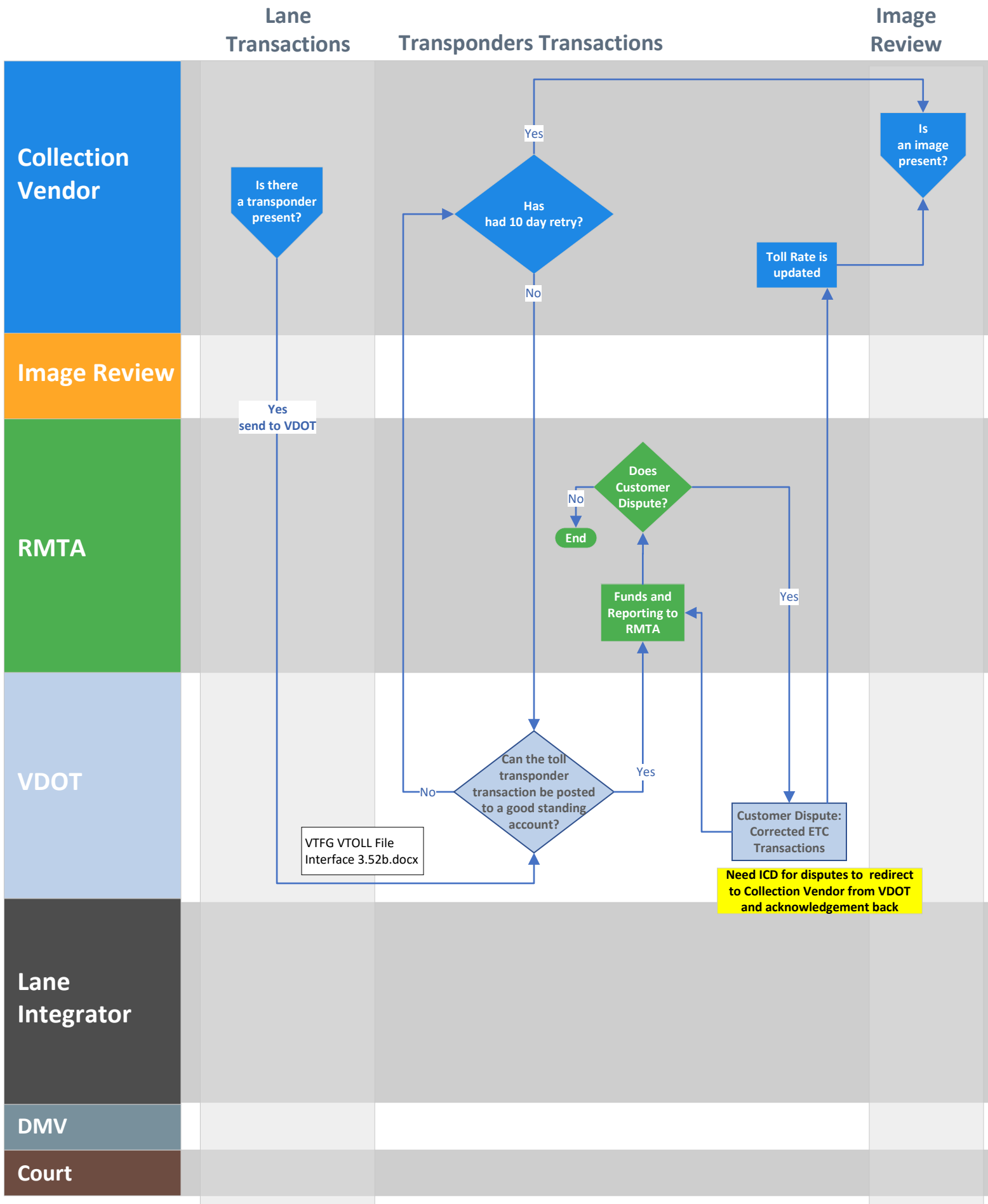
# Future State Transaction Process Flow *(Draft)*

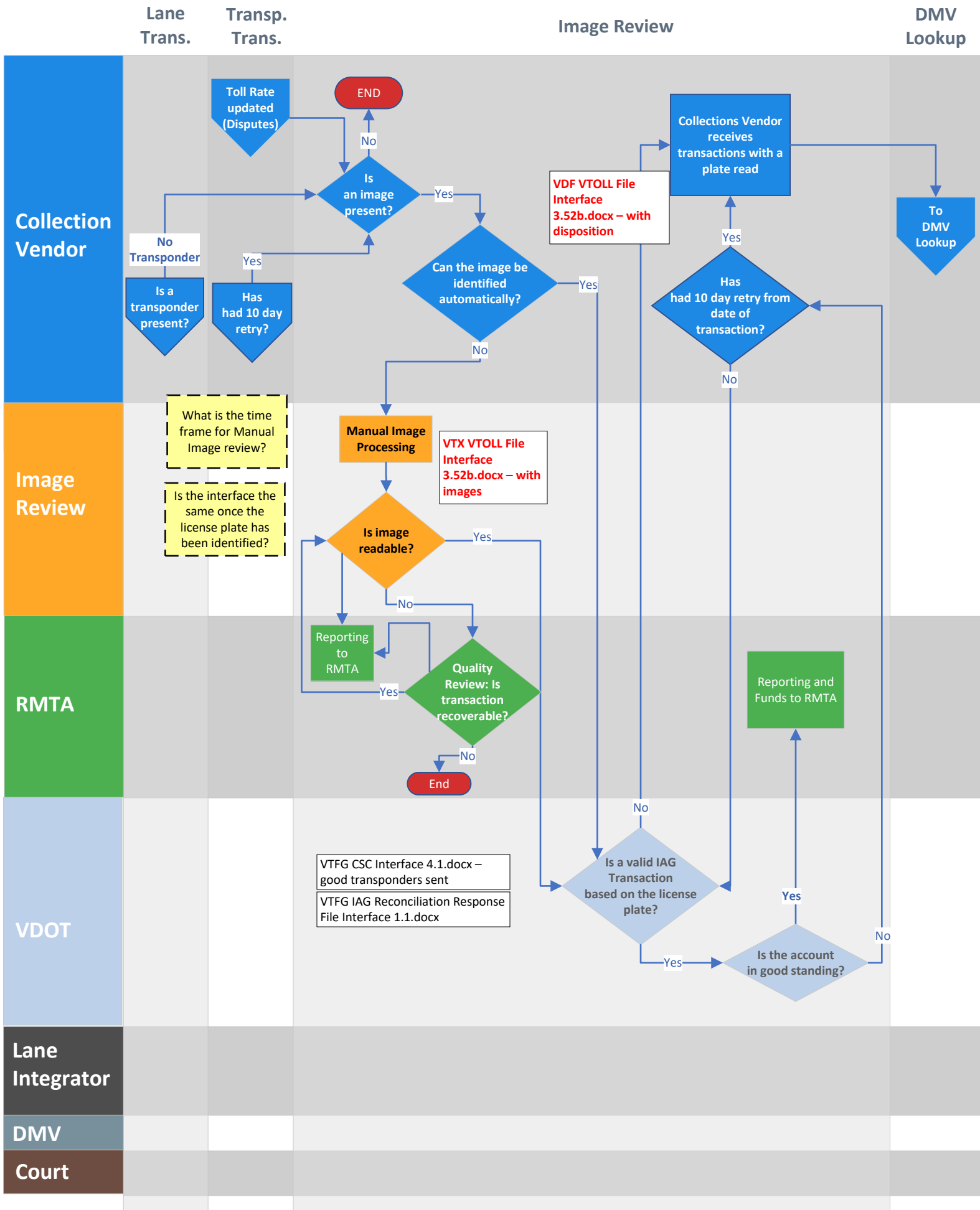
# Table of Contents

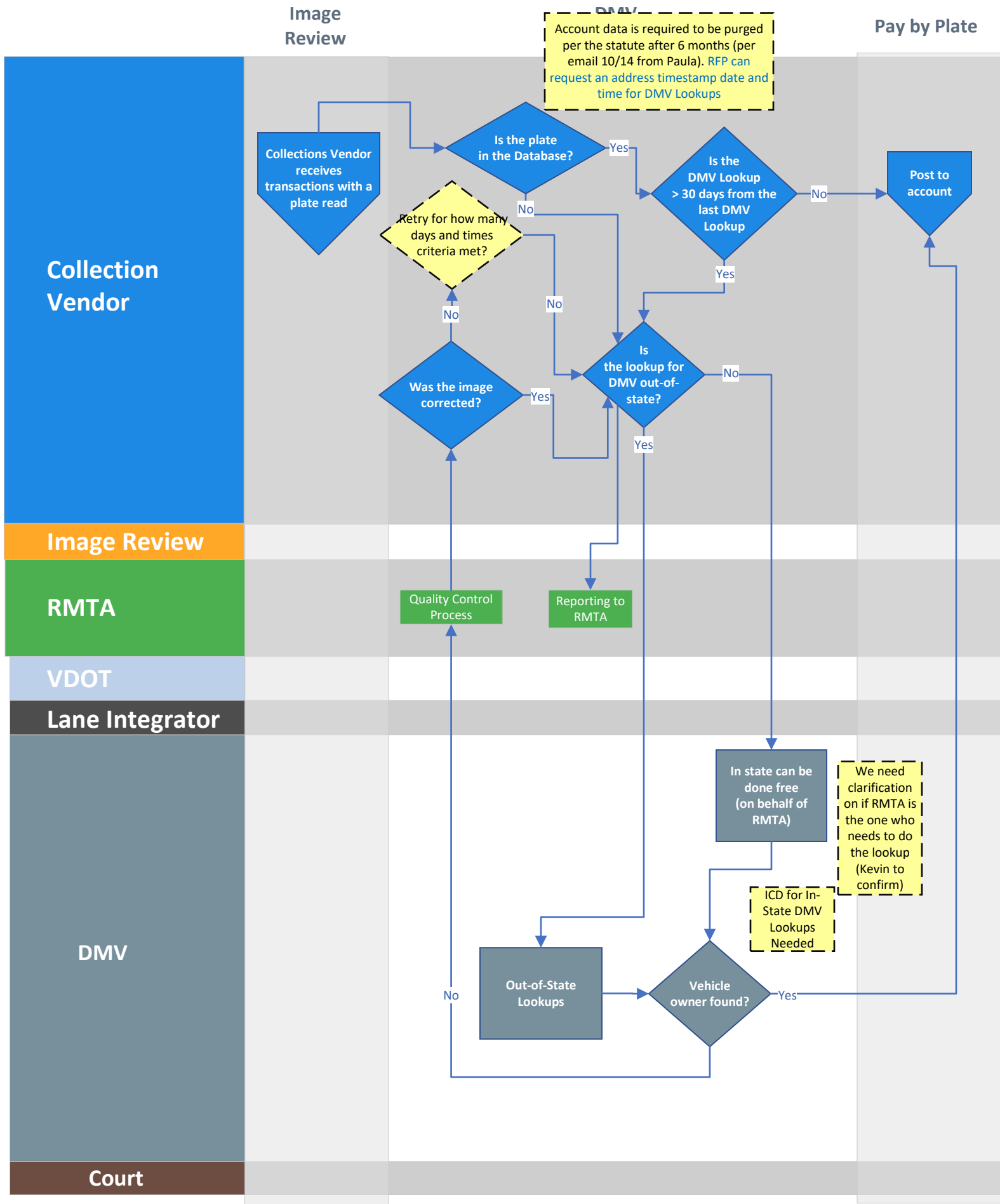
<b>Section</b>	<b>Page</b>
Lane Transactions	3
Transponder Transactions	4
Image Review	5
DMV Lookup	6
Pay by Plate Processing	7
Invoicing	8
First Notice	9
Second Notice	10
Legal Notice	11
DMV Hold	12
Court	13

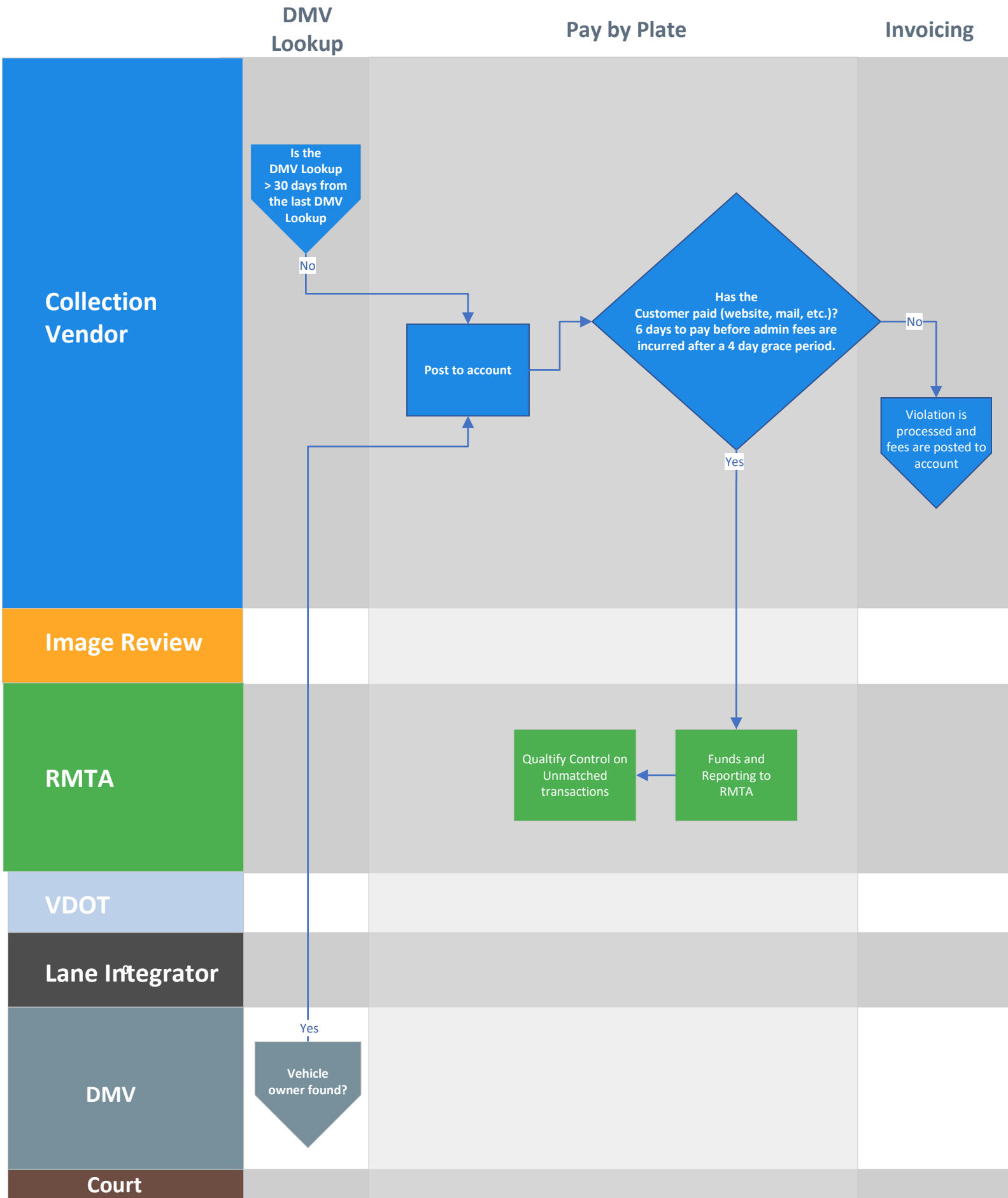








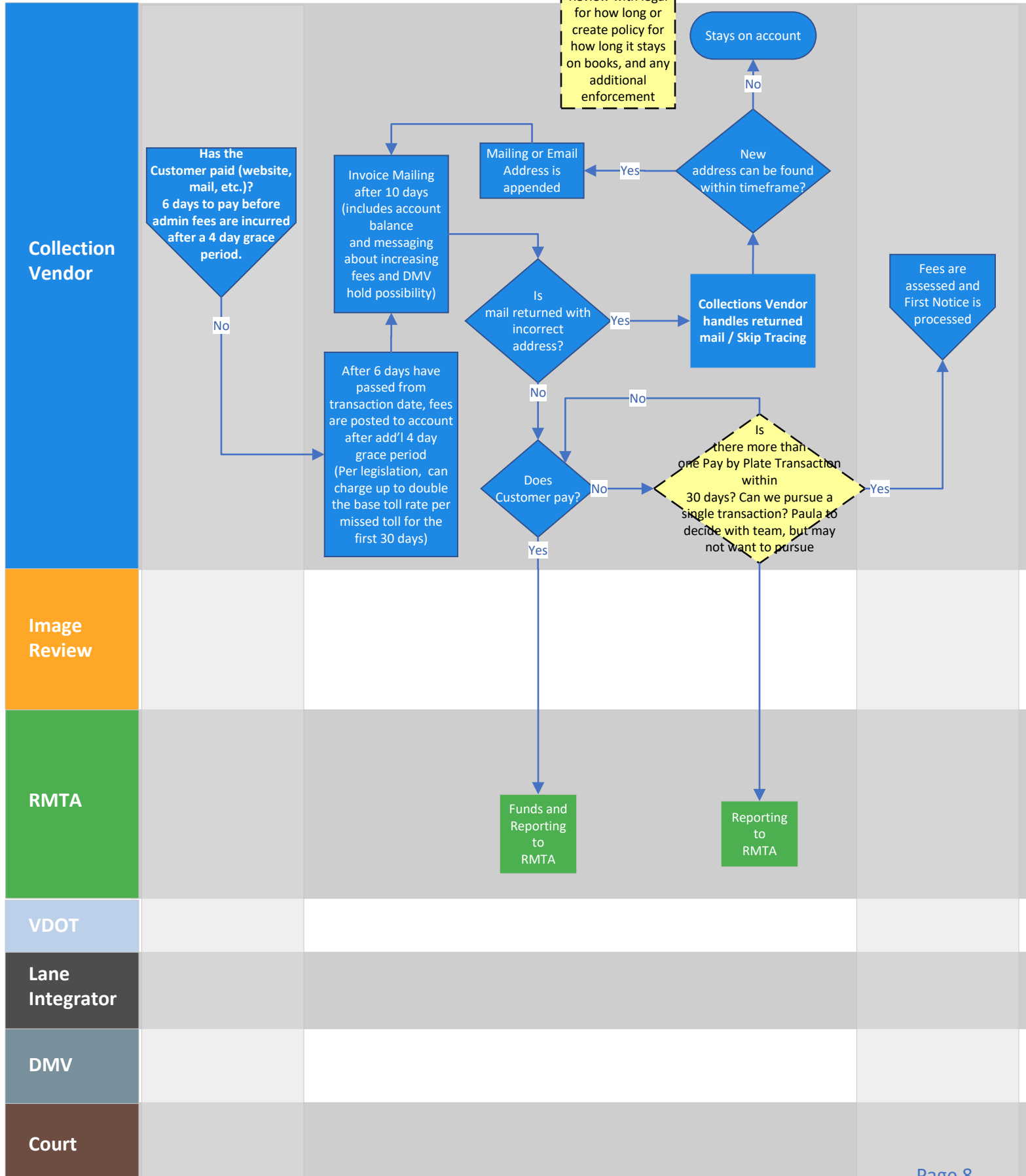




## Pay by Plate Processing

## Invoicing

## First Notice



Collection Vendor

Image Review

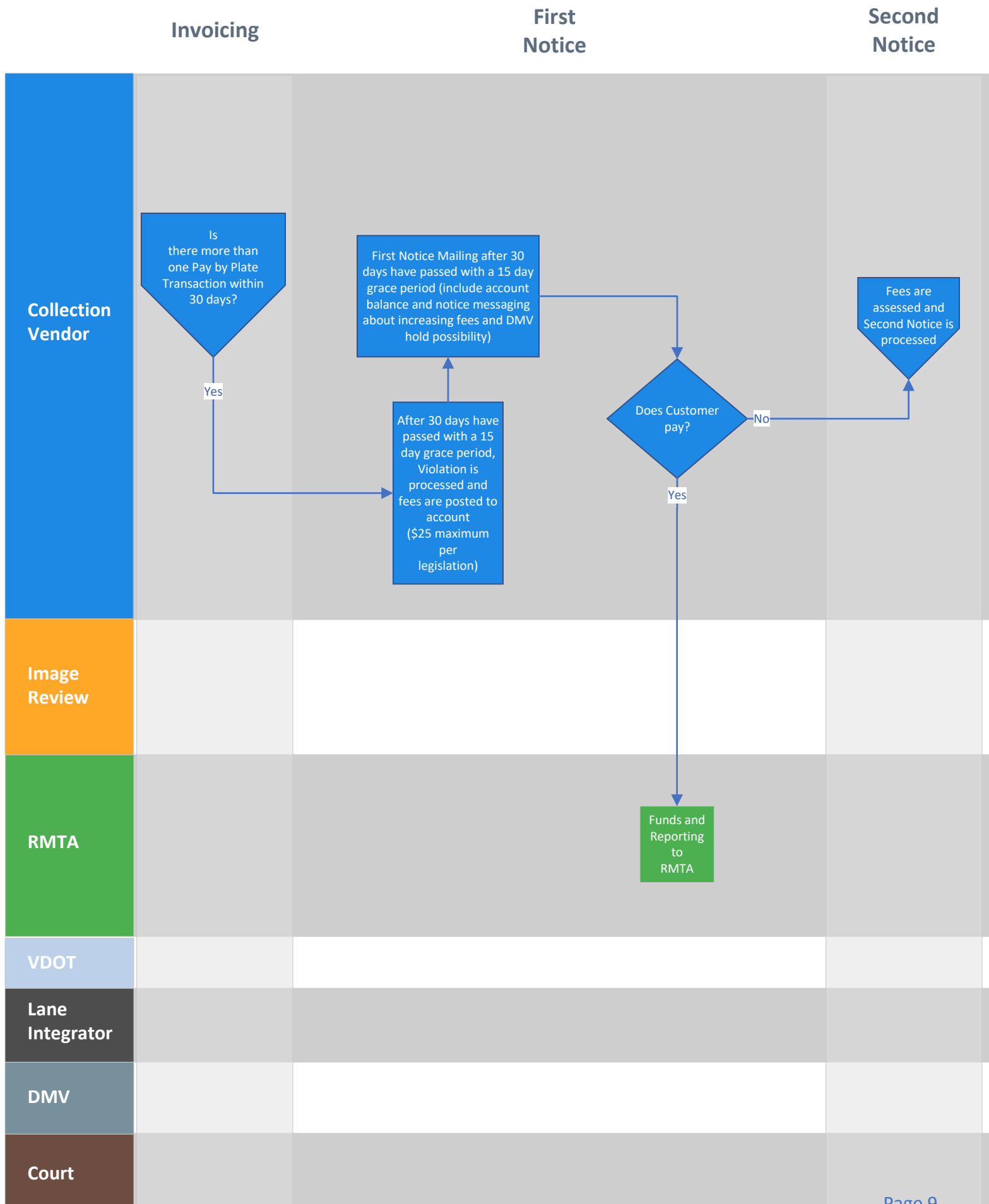
RMTA

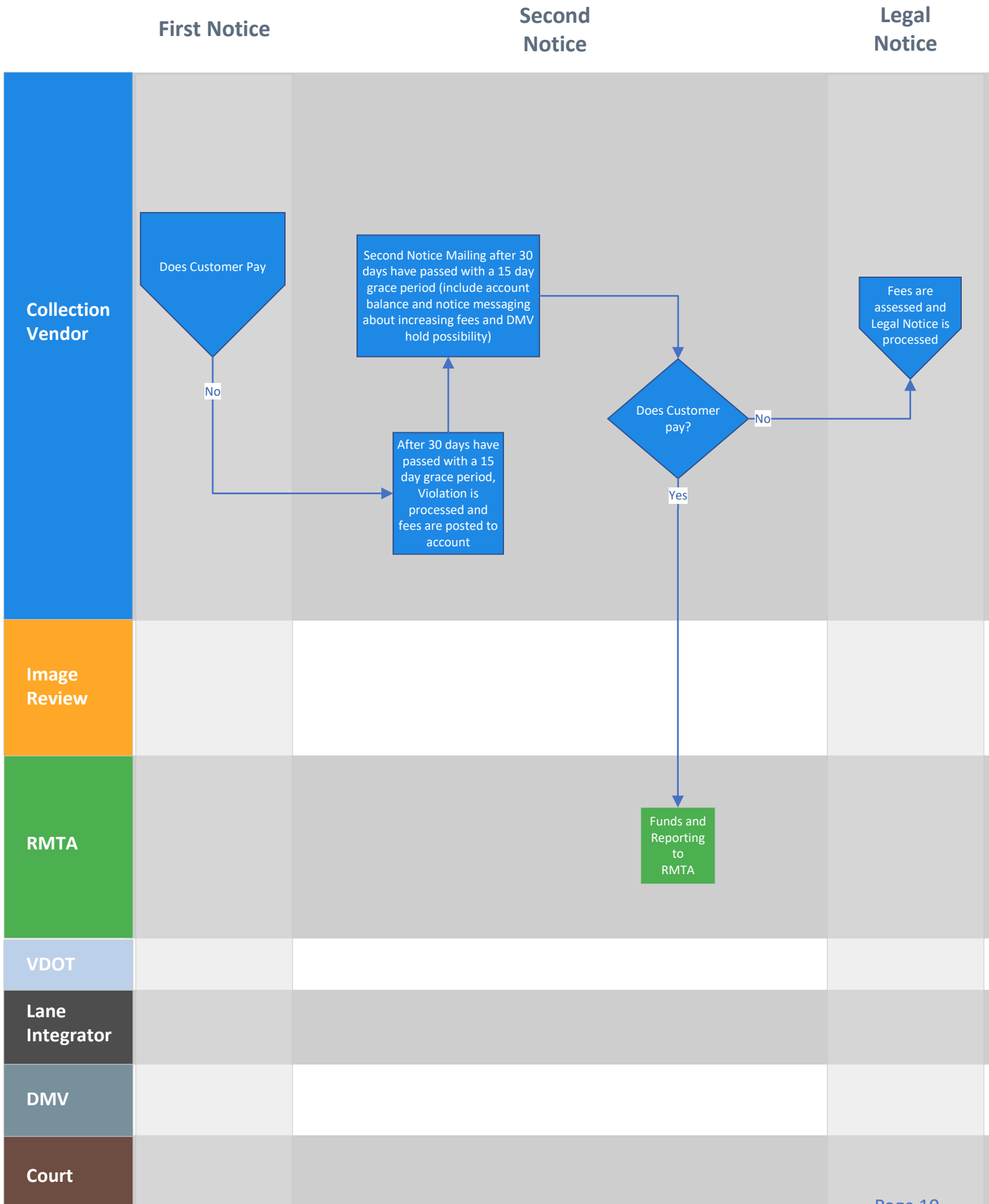
VDOT

Lane Integrator

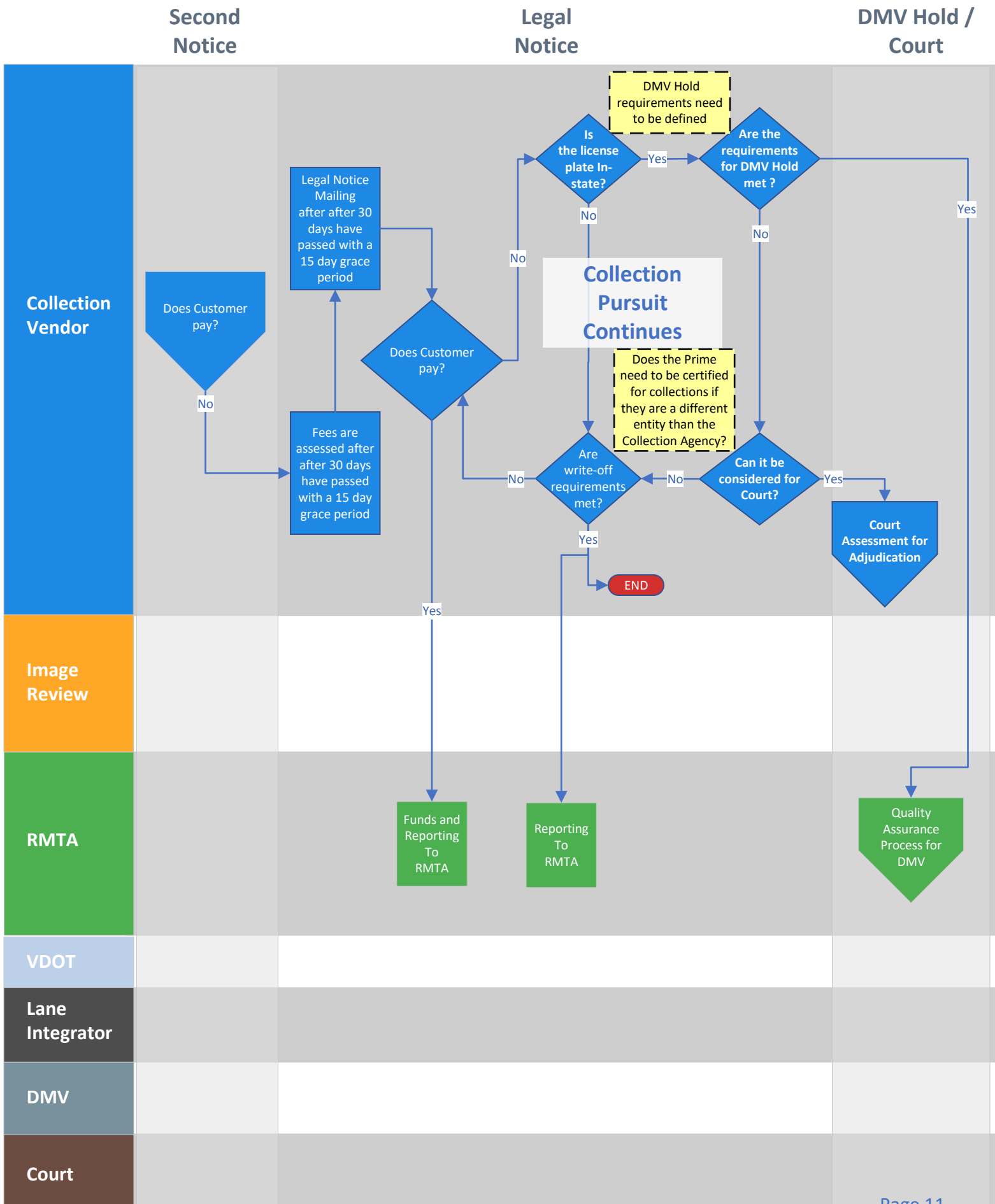
DMV

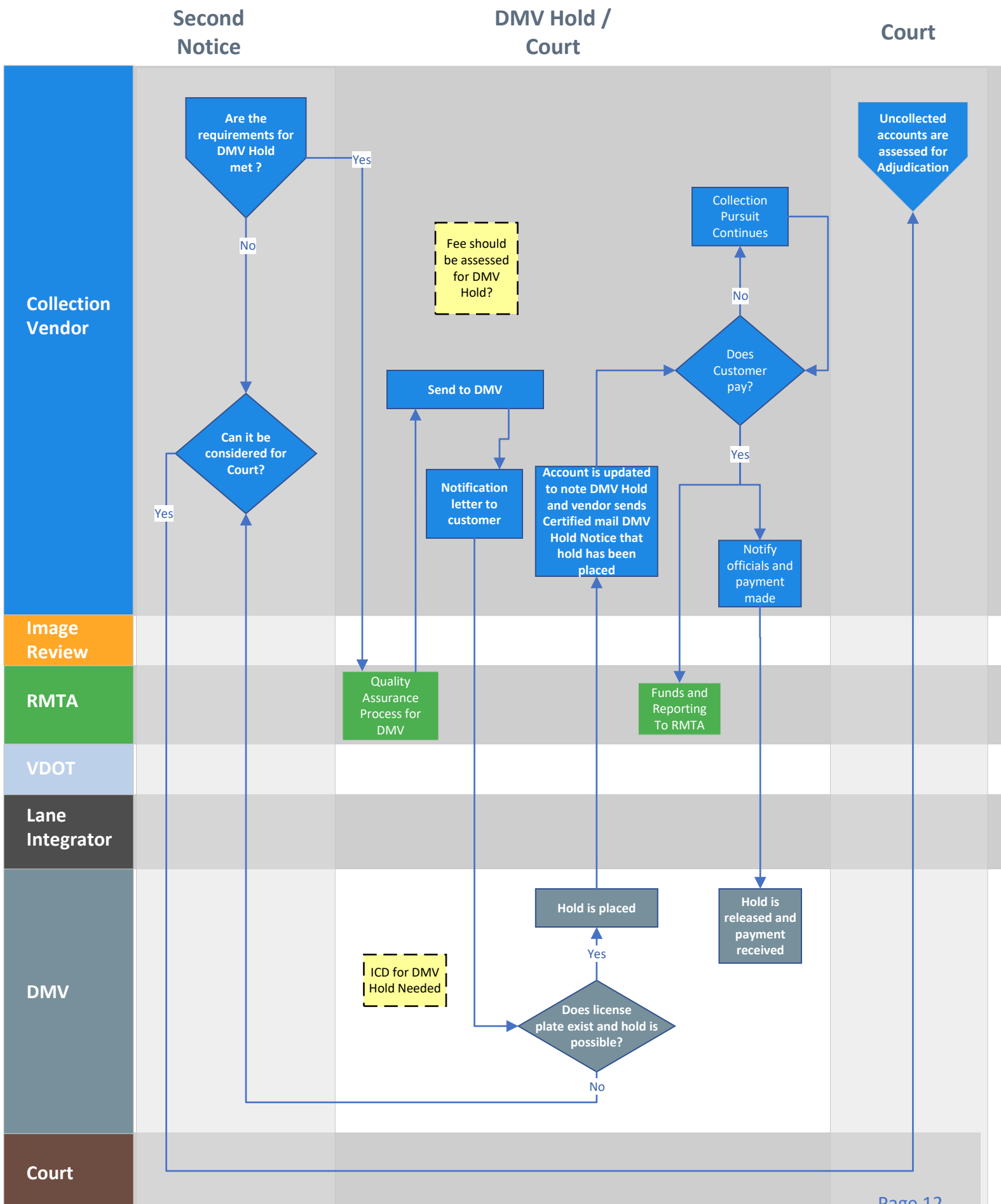
Court





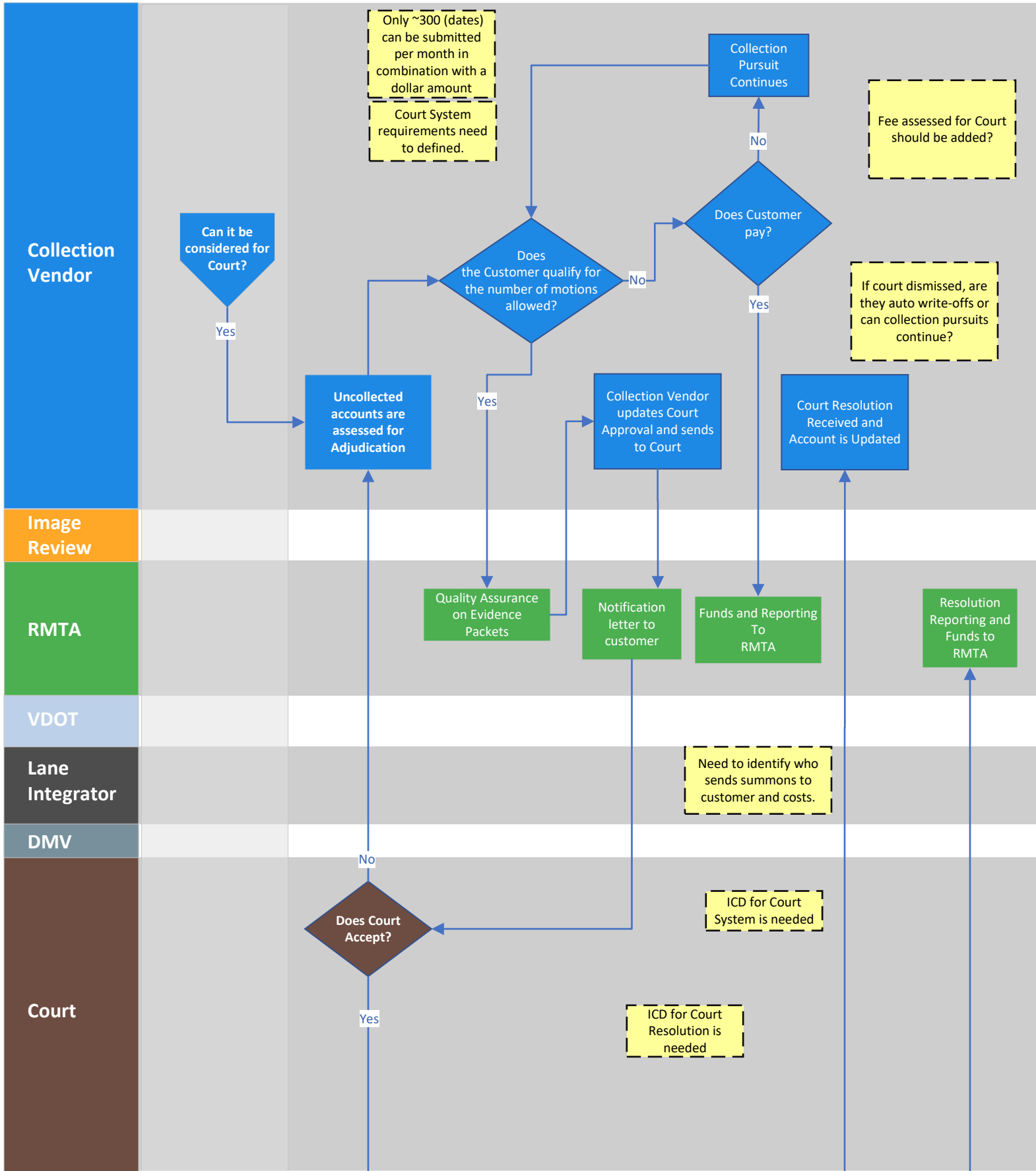






## Second Notice

## Court



# FORM A: Certification

**Proposer:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

1. Has the firm or any affiliate,\* or any current officer, director, or employee of either the firm or any affiliate, been indicted or convicted of bid (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract related crimes or violations or any other felony or serious misdemeanor within the past ten years?

Yes       No

If yes, please explain:

2. Has the firm or any affiliate\* ever sought protection under any provision of any bankruptcy act within the past ten years?

Yes       No

If yes, please explain:

3. Has the firm or any affiliate\* ever been disqualified, removed, debarred, or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past ten years?

Yes       No

If yes, please explain:

4. Has the firm or any affiliate\* ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years?

Yes       No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

5. Has any project performed or managed by the firm or, to the knowledge of the undersigned, any affiliate\* involved repeated or multiple failures to comply with safety rules, regulations, or requirements within the past ten years?

Yes       No

If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.

6. Has the firm or any affiliate\* been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Virginia Department of Labor and Industry (DOLI), federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

Yes                       No

If yes, please explain:

7. With respect to each of Questions 1-6 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced in Questions 1-7 above and/or subject to debarment, suspension, removal, or disqualification by the federal government, any state or local government, or any foreign governmental entity?

Yes                       No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-7 above.

8. In the past five (5) years, has the Firm or any proposed subconsultants ever been removed from a contract or failed to complete a contract as assigned? Submit full details of the terms for removal from the contract. Identify the other party, its name, address, and telephone number. Present the Proposer's position on the matter. If Proposer team members have experienced no such termination for default in the past five (5) years, indicate accordingly.

Yes                       No

If yes, please explain:

\_\_\_\_\_

\* The term "Affiliate" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving a Proposer, Financially Responsible Party or any major Subcontractor as a joint venture or partner and not to activities of other joint venturers or partners not involving a Proposer, Financially Responsible Party or any major Subcontractor ), and other financially liable or responsible parties for the entity, that (a) within the past five (5) years have engaged in business or investment in North America or (b) have been involved, directly or indirectly, in the design, construction, equipping, installation, integration, testing, operation, maintenance or back office toll collection and customer service for any project listed by an entity in their response to this RFP.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## FORM B: RFP Responsiveness Verification

No.	Responsiveness Criteria	RFP Reference	Satisfied <sup>1</sup>
(1)	Vendor's response conforms to all RFP instructions regarding organization, format and content, including page limitations	Section ##	<input type="checkbox"/>
(2)	Vendor's RFP response includes each of the following:		<input type="checkbox"/>
	(a) Transmittal Letter ( <u>Form A</u> )	Section ##	<input type="checkbox"/>
	(b) Executive Summary	Section ##	<input type="checkbox"/>
	(c) Confidential Contents Index	Section ##	<input type="checkbox"/>
	(e) Experience and Qualifications	Section ##	<input type="checkbox"/>
	(f) References	Section ##	<input type="checkbox"/>
	(g) Approach to the Services	Section ##	<input type="checkbox"/>
	(h) Availability	Section ##	<input type="checkbox"/>
	(i) Organization Chart	Section ##	<input type="checkbox"/>
	(j) Legal Information	Section ##	<input type="checkbox"/>
	(k) Completed Forms	Section ##	<input type="checkbox"/>
(3)	Appendix to the RFP includes each of the following:		<input type="checkbox"/>
	(a) Identification of a Financially Responsible Party, as evidenced through completion of <u>Form XX</u> ( <i>Information Regarding Proposer Team and Financially Responsible Party</i> )	Section XX	<input type="checkbox"/>
	(b) Financial Statements	Section XX	<input type="checkbox"/>
	(c) All rating information and materials for the Proposer or Financially Responsible Party	Section XX	<input type="checkbox"/>
	(d) Identification of off-balance sheet liabilities, or confirmation of the absence of such liabilities	Section XX	<input type="checkbox"/>

<sup>1</sup> Proposer should check each box to confirm that it believes the relevant Pass/Fail Evaluation Criteria has been satisfied.

# FORM C: Acknowledgement of Addenda

Name of Proposer:

Proposer's Official Representative:

Title:

Telephone Number:

Email Address:

I/We hereby acknowledge receipt of the following addenda and have made the necessary revisions to the Contractor's Proposal, approach, design and technical specifications, etc., and agree that these addenda are included in the Contractor's Proposal.

**Addenda # / Signature / Date:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

I/We understand that failure to confirm receipt of addenda may cause the bid to be irregular.

## FORM D: Projects & Clients List

Use the format below to provide a projects and clients list for no more than five tolling industry projects awarded, implemented or operated during the period 2019-2024. These are all meant to be single line answers. Do NOT expand. Also, please indicate what type of project your firm was awarded using the terminology of TCS for indication that your firm provided a TCS to the project, CBO for indication that your firm provided a CBO to the project, CSC for indication that your firm provided installation and operations of a customer service center; IR for indication that your firm provided a IR to the project O&M for indication your firm provided operation and maintenance services; and Equipment Only for indication that your firm provided equipment to the project such as transponders, readers, antennas, etc.

<b>Project 1</b>	
Project Name	
Project Description	
Type of Project (TCS, CBO, CSC, O&M, Equipment only)	
Project Manager	
Client Name	
Client Contact Person	
Client Phone Number	
Client Email Address	
Award Date	
Status of Project	
Project Award Contract Value	
Current Contract Value	
Contracted Delivery Date	
On Schedule (Yes or No)	
If no, explain briefly	

<b>Project 2</b>	
Project Name	
Project Description	
Type of Project (TCS, CBO, CSC, O&M, Equipment only)	
Project Manager	
Client Name	
Client Contact Person	
Client Phone Number	
Client Email Address	
Award Date	
Status of Project	
Project Award Contract Value	
Current Contract Value	
Contracted Delivery Date	
On Schedule (Yes or No)	
If no, explain briefly	



**Project 3**

Project Name	
Project Description	
Type of Project (TCS, CBO, CSC, O&M, Equipment only)	
Project Manager	
Client Name	
Client Contact Person	
Client Phone Number	
Client Email Address	
Award Date	
Status of Project	
Project Award Contract Value	
Current Contract Value	
Contracted Delivery Date	
On Schedule (Yes or No)	
If no, explain briefly	

**Project 4**

Project Name	
Project Description	
Type of Project (TCS, CBO, CSC, O&M, Equipment only)	
Project Manager	
Client Name	
Client Contact Person	
Client Phone Number	
Client Email Address	
Award Date	
Status of Project	
Project Award Contract Value	
Current Contract Value	
Contracted Delivery Date	
On Schedule (Yes or No)	
If no, explain briefly	

**Project 5**

Project Name	
Project Description	
Type of Project (TCS, CBO, CSC, O&M, Equipment only)	
Project Manager	
Client Name	
Client Contact Person	
Client Phone Number	
Client Email Address	
Award Date	
Status of Project	
Project Award Contract Value	
Current Contract Value	
Contracted Delivery Date	
On Schedule (Yes or No)	
If no, explain briefly	

DRAFT

## FORM E Detailed Project Descriptions

Of the projects that were previously listed on **Form D**, please select 3 (three) projects that you would like to highlight that are most relevant to this procurement. Please note that if a portion of the questions are not applicable to the project you have selected to highlight, please indicate with "N/A."

<b>Project 1</b>			
Client Name			
Project Name			
Project Description			
Project Pricing/Budget			
Entity's Contract Value			
<b>Client Contact Information</b>			
Name of Client Contact			
Email			
Phone			
<b>Number of Accounts</b>			
Prepaid			
Post Paid			
<b>Annual Transactions</b>			
Number of License Based Transactions			
Number of Transponder Based Transactions			
<b>Equipment</b>			
Contract Value of Equipment (if supplied by your firm)		Type	
Workstations			
IVR Systems			
Other Equipment			
<b>Customer Service Center (CSC)</b>		Value of Number of Accounts	
Contract Value of CSC Startup			
Contract Value of CSC Annual Operations			
Number of CSRs (include supervisors) provided by entity			
Number of Image Reviewers provided by entity			
Total Number of Staff supplied by entity			
<b>Back Office System</b>			Yes/No
Contract Value of CBO			
Integrate with 3 <sup>rd</sup> Party System			
Integrate with your firms System			
<b>Credit Collections</b>		Value or Number	Yes/No
Contract Value of Collections Processing			
# of Collection Accounts			
Value of Successful Collections			
<b>Image Processing</b>		Value or Number	Yes/No
Contract Value of Image Processing			
Guaranteed Automation Rate			
Human Image Reviewer Provided (Yes or No)			
Integrated with entity's collection system? (Yes or No)			

<b>Project 2</b>			
Client Name			
Project Name			
Project Description			
Project Pricing/Budget			
Entity's Contract Value			
Client Contact Information			
Name of Client Contact			
Email			
Phone			
Number of Accounts			
Prepaid			
Post Paid			
Annual Transactions			
Number of License Based Transactions			
Number of Transponder Based Transactions			
Equipment			
Contract Value of Equipment (if supplied by your firm)		Type	
Workstations			
IVR Systems			
Other Equipment			
Customer Service Center (CSC)		Value of Number of Accounts	
Contract Value of CSC Startup			
Contract Value of CSC Annual Operations			
Number of CSRs (include supervisors) provided by entity			
Number of Image Reviewers provided by entity			
Total Number of Staff supplied by entity			
Back Office System			Yes/No
Contract Value of CBO			
Integrate with 3 <sup>rd</sup> Party System			
Integrate with your firms System			
Credit Collections		Value or Number	Yes/No
Contract Value of Collections Processing			
# of Collection Accounts			
Value of Successful Collections			
Image Processing		Value or Number	Yes/No
Contract Value of Image Processing			
Guaranteed Automation Rate			
Human Image Reviewer Provided (Yes or No)			
Integrated with entity's collection system? (Yes or No)			

<b>Project 3</b>			
Client Name			
Project Name			
Project Description			
Project Pricing/Budget			
Entity's Contract Value			
Client Contact Information			
Name of Client Contact			
Email			
Phone			
Number of Accounts			
Prepaid			
Post Paid			
Annual Transactions			
Number of License Based Transactions			
Number of Transponder Based Transactions			
Equipment			
Contract Value of Equipment (if supplied by your firm)		Type	
Workstations			
IVR Systems			
Other Equipment			
Customer Service Center (CSC)		Value of Number of Accounts	
Contract Value of CSC Startup			
Contract Value of CSC Annual Operations			
Number of CSRs (include supervisors) provided by entity			
Number of Image Reviewers provided by entity			
Total Number of Staff supplied by entity			
Back Office System			Yes/No
Contract Value of CBO			
Integrate with 3 <sup>rd</sup> Party System			
Integrate with your firms System			
Credit Collections		Value or Number	Yes/No
Contract Value of Collections Processing			
# of Collection Accounts			
Value of Successful Collections			
Image Processing		Value or Number	Yes/No
Contract Value of Image Processing			
Guaranteed Automation Rate			
Human Image Reviewer Provided (Yes or No)			
Integrated with entity's collection system? (Yes or No)			

# FORM F: Information Regarding Proposer Team and Financially Responsible Party

Name of Proposer:

**Proposer's Official Representative:**

**Title:**

**Telephone Number:**

**Email Address:**

List each Proposing Team Member:

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Identify the Proposer's Financially Responsible Party(ies):

**General Information**

- **Legal Name of Entity:**
- **Type of Entity: (e.g., Corporation, LLC, Partnership)**
- **State of Incorporation or Formation:**
- **Date of Incorporation or Formation:**
- **Federal Tax Identification Number:**
- **Business Address:**
- **Street:**
- **City:**
- **State:**
- **ZIP Code:**
- **Website:**

**Contact Information**

- **Primary Contact Person:**
- **Name:**
- **Title:**
- **Phone Number:**
- **Email Address:**
- **Alternate Contact Person:**
- **Name:**
- **Title:**
- **Phone Number:**
- **Email Address:**

**DRAFT FORM G: Price Proposal**

Thank you for your interest in responding to our Request for Proposal (RFP). Please use this form to provide detailed information regarding your pricing structure for the services outlined in Phase 1 and Phase 2 of this project.

**Instructions:**

- Complete all fields in this form.
- Provide detailed breakdowns where necessary.
- Submit this form along with your full proposal by the Submission Deadline Date.

Phase 1 (First 3 Years)					
		Transaction Volume 1 TBD	Transaction Volume 2 TBD	Transaction Volume 3 TBD	Assumptions
<b>Initial Setup Fees</b>					
Program setup and software configuration	Insert fee	n/a	n/a	n/a	
Unpaid tolls website development - will the website allow for account review? Or just to pay unpaid tolls? Mj	Insert fee	n/a	n/a	n/a	
Development of Interface Control Documents (ICDs) and APIs	Insert fee	n/a	n/a	n/a	
Operational readiness testing	Insert fee	n/a	n/a	n/a	
Documentation and Authority training on VENDOR's system	Insert fee	n/a	n/a	n/a	
Other Fees (Please itemize)	Insert and itemize fees	n/a	n/a	n/a	
Other Fees (Please itemize)	Insert and itemize fees	n/a	n/a	n/a	
Other Fees (Please itemize)	Insert and itemize fees	n/a	n/a	n/a	
Other Fees (Please itemize)	Insert and itemize fees	n/a	n/a	n/a	
Other Fees (Please itemize)	Insert and itemize fees	n/a	n/a	n/a	
Other Fees (Please itemize)	Insert and itemize fees	n/a	n/a	n/a	
Other Fees (Please itemize)	Insert and itemize fees	n/a	n/a	n/a	
Other Fees (Please itemize)	Insert and itemize fees	n/a	n/a	n/a	

Processing Fee Structure (Pay-by-Plate toll transaction-based fees for each of the services below)					
Data Processing fee per toll transaction	n/a	Insert fee	Insert fee	Insert fee	
Automated image review per toll transaction	n/a	Insert fee	Insert fee	Insert fee	
Manual image review per toll transaction	n/a	Insert fee	Insert fee	Insert fee	
<OR> Integrated Automated/Manual Image Review per toll transaction					
Out-of-state DMV lookup per toll account	n/a	Insert fee	Insert fee	Insert fee	
Document generation and delivery (Pay-by-plate Invoice, Notice and Notification Letter). For pricing purposes, the assumption is an average of 7 transactions on the first invoice. Imagery is printed on both sides of paper in black and white.	n/a	Insert fee for 1 page per mailing	Insert fee for 1 page per mailing	Insert fee for 1 page per mailing	
		Insert fee for 2 pages per mailing	Insert fee for 2 pages per mailing	Insert fee for 2 pages per mailing	
		Insert fee for 3 pages per mailing	Insert fee for 3 pages per mailing	Insert fee for 3 pages per mailing	
		Insert fee for 4 pages per mailing	Insert fee for 4 pages per mailing	Insert fee for 4 pages per mailing	
		Insert fee for 5 pages per mailing	Insert fee for 5 pages per mailing	Insert fee for 5 pages per mailing	

Incentive Structure					
45 days after pay-by-plate invoice	n/a	Insert percentage of collections	Insert percentage of collections	Insert percentage of collections	
45 days after first notice	n/a	Insert percentage of collections (must be lower than invoice percentage)	Insert percentage of collections (must be lower than invoice percentage)	Insert percentage of collections (must be lower than invoice percentage)	
45 days after second notice	n/a	Insert percentage of collections (must be lower than first notice percentage)	Insert percentage of collections (must be lower than first notice percentage)	Insert percentage of collections (must be lower than first notice percentage)	
45 days after legal notice	n/a	Insert percentage of collections (must be lower than second notice percentage)	Insert percentage of collections (must be lower than second notice percentage)	Insert percentage of collections (must be lower than second notice percentage)	
DMV Hold notice fees and fines (excluding court-pursued transactions)	n/a	Insert percentage (must be lower than Legal Notice percentage)	Insert percentage (must be lower than Legal Notice percentage)	Insert percentage (must be lower than Legal Notice percentage)	
Additional Incentives for improving DMV RVO returns	n/a	Insert percentage and describe	Insert percentage and describe	Insert percentage and describe	

Pass-Through Amounts (reimbursable)					
Credit card fees	n/a	Insert percentage	Insert percentage	Insert percentage	
Banking fees		(no entry needed, will be as incurred)			
DMV holds and removals		(no entry needed, will be as incurred)			

Phase 2 (Post 3 Years)	
Guaranteed Minimum Collection Rate (%)	Insert the proposed collection rate
Proposed Compensation Structure for Meeting Targets (describe)	Insert text
Incentives for Exceeding Targets (describe)	Insert text
Phase 2 Pricing Negotiation Approach (describe)	Insert text
Proposed Evaluation Metrics	Insert proposed metrics
Collection Rate Guarantee Terms (specify any additional terms related to the collection rate guarantees for Phase 2)	Insert text

**Length of Pricing Validity:**  
The pricing provided in this proposal is valid for (insert number) \_\_\_\_\_ days from submission date.

**Authorized Signature:**

Name	
Title	
Company Name	
Signature	
Date	