

Richmond Metropolitan Transportation Authority (RMTA) REQUEST FOR PROPOSAL

Toll Collection Services

RFP Issue Date: March 12, 2025

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Richmond Metropolitan Transportation Authority 901 E. Byrd Street, Ste 1120 Richmond, Virginia 23219 Attn: Paula Watson

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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 VENDOR will implement and manage the AUTHORITY's toll collection services, ensuring that it operates seamlessly, with high accuracy and efficiency. The responsibilities include managing all aspects of the system, from transactions received to customer invoicing, payment processing, and delinquent account collection. The VENDOR must comply with Commonwealth of Virginia regulations, including data privacy and security protocols. Clear communication and regular updates to the AUTHORITY are essential to maintaining transparency and aligning with established performance goals. The Authority seeks a Vendor capable of seamlessly integrating AUTHORITY'S requirements into its existing service framework, ensuring efficient and cost-effective implementation of its toll transaction collection and revenue assurance requirements. VENDOR(S) will provide services for the AUTHORITY to provide, operate, manage, and maintain TCS services, including customer service and customer service operations-related matters. The AUTHORITY does not require establishing a local office in the Commonwealth of Virginia. The RFP requires information 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. VENDORS may submit a proposal as a prime VENDOR and/or as a subcontractor in another VENDOR's response to this RFP.

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 (AUTHORITY's option) or extend Phase 1 for two (2) years for a total of five (5) years, 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 May 30, 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 Go-Live 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 1966 – 1976, 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.

A 16-member Board of Directors governs the AUTHORITY – 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, to get an in-depth understanding of the organization.

1.2 AUTHORITY Toll Roads

The AUTHORITY has three (3) toll facilities located in Richmond, Virginia. The following summaries will provide 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 onramp 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 (3) to four (4) lanes northbound between Chippenham Parkway and the toll plaza. The number of lanes north of the bridge to Cary Street was increased from four (4) to six (6).

The Powhite Parkway Toll Plaza has twenty (20) lanes, fourteen (14) physical lanes, and six (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 (2) 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 is now unmanned. An average of approximately 51,000 vehicles utilize 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 by five (5) cents to twenty-five (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 eighteen (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 utilize 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 outlined 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).

VENDOR shall purchase and maintain at all times such insurance as will protect it and the AUTHORITY from claims resulting from VENDOR'S performance, whether by the VENDOR or by any subcontractor or by anyone directly or indirectly employed by any of the subcontractors. Based upon proposals submitted, AUTHORITY retains discretion to increase coverage requirements in these or additional lines of insurance:

1.3.1 Workers' Compensation

VENDOR agrees to provide at a minimum Workers' Compensation coverage in accordance with statutory limits as required by Virginia law.

1.3.2 Commercial General Liability

VENDOR agrees to provide Commercial General Liability Insurance that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury liability, contractual liability.

The CGL policy must provide at a minimum the following limits: \$1,000,000 per occurrence and \$2,000,000 aggregate.

1.3.3 General Professional Liability

VENDOR agrees to provide Professional Liability insurance with coverage in the amount not less than \$1,000,000.00 per occurrence and \$2,000,000 aggregate, covering the negligent acts, errors, or omissions of the VENDOR and/or its subcontractors in the performance of the Project. The policy coverage shall be effective (retroactively, if applicable) from the date of commencement of all

activities in connection with the Agreement. Coverage must extend a minimum of one year beyond the completion of the services.

1.3.4 Technology Professional Liability

VENDOR agrees to provide Technology Professional Liability insurance with coverage in the amount not less than \$5,000,000.00 per occurrence and \$10,000,000.00 aggregate, covering the acts of the VENDOR and/or its subcontractors in the performance of the Project, including at least allegations by third parties related to dissemination of information, collection of information, theft and use of information, and breach of privacy due to theft of data. Policy shall insure professional activities and/or services provided to the AUTHORITY. The policy shall not limit damage to intangible property. Coverage must extend a minimum of one year beyond the completion of the services.

1.3.5 System and Network Security (Cyber) Liability Insurance

VENDOR agrees to provide System and Network Security (cyber liability) liability in the amount not less than \$5,000,000.00 per occurrence and \$10,000,000.00 aggregate, covering the acts of the VENDOR and/or its subcontractors in the performance of the Project, including at least: (i) liability incurred from alleged or actual theft, dissemination, and/or use of personal or confidential information and any related forensic, crisis management, or investigation costs; (ii) network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access; (iii) liability arising from the introduction of a computer virus into, or otherwise causing damage to a computer system, network, or computer-related data, software, or program; (iv) any alleged government investigation resulting from the alleged or actual disclosure of personal or confidential information or network security liability event; (v) non-physical business interruption. Coverage must extend a minimum of one year beyond the completion of the services.

The above requirements for Technology Professional Liability and System and Network (Cyber) Liability Insurance can be met by separate policies or a combination of these coverages under one policy form with minimum limits of \$20,000,000.

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 agreements.

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 sub-consultants must be approved in advance by the AUTHORITY. The sub-consultants 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, and the ability to enter and maintain exclusivity agreements with any Minor Subcontractor or Software Provider. Shortlisted respondents may not participate in multiple teams unless otherwise considered 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 the 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 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 that allow customers to pay tolls before a violation is noticed, 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 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 (optional): 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 the following:

- 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, operating, and managing the TCS as specified in this RFP only in the continental U.S. locations

- 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, emphasizing how the VENDOR plans to achieve high collection rates in Phase 1 and transition to a guaranteed toll-paid model in Phase 2 (optional).

2.1 Scope

The Scope of 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 in the continental U.S.
- 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.

- Conduct virtual workshops, including business rules, requirements, design, invoice, noticing, and reporting, in addition to any other areas needed.
- Develop and manage an automated court package generation

2.1.2 Transaction Processing

- Process all lane transactions.
- Forward all E-ZPass ETC transactions to VDOT for processing
- Process all image-based registered and unregistered Pay-by-Plate transactions including all images returned as uncollectable from VDOT
- 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, including registered prepaid and post-paid accounts.
- 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 a 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, fines, and fee assessment.
- Coordinate with the AUTHORITY for DMV holds and court adjudication processes.
- Develop and manage the creation of automated court packages (both printable and electronic) for potential legal action (see Appendix 8.4 for ICDS and court documentation)

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 monthly performance reviews with the AUTHORITY.
- Implement continuous improvement strategies based on performance data.

2.1.9 Implementation Management

The AUTHORITY and VENDOR will establish a mutually agreed-upon date for implementing the VENDOR's services and the new Pay-by-Plate systems and services. VDOT currently manages these operations as a Violations Collection service. VDOT will continue to manage the ETC accounts.

Implementation Process:

- All transactions sent to VDOT before the cutover date will remain under VDOT's management until they reach final disposition.
- The VENDOR's system will process new transactions after the cutover date.
- No historical data migration from VDOT is required for this implementation

Integration Requirements

- Develop and test data integration with all AUTHORITY service providers
- Complete comprehensive testing to include Operational Readiness Testing with service providers before going live
- Ensure seamless data flow between all integrated systems

Implementation Plan

- Develop a comprehensive implementation plan for converting from violation-based to Pay-by-Plate processing.
- Provide detailed documentation of new processes and procedures
- Deliver thorough training to AUTHORITY staff on system use and management
- Execute a comprehensive implementation plan from the current violation processes to the new Pay-by-Plate processes and systems

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 near real-time data and performance metrics.

2.1.11 Documentation Required

 The VENDOR shall submit all Contract documents listed in the Table below for the AUTHORITY's review and approval.

- The VENDOR shall use Document Standards for all document types submitted to the AUTHORITY for review and approval as part of the Project Management Plan (PMP).
- All drawings and diagrams shall conform to generally used industry standards and practices and the AUTHORITY documentation and procedures.
- All Project documentation shall be written in plain English, in a font no smaller than 10-point.
- Using copyrighted documents is prohibited, and any documentation submitted can be copied without additional authorization.
- All Project documentation submitted by the VENDOR shall be in electronic format using standard MS Word, MS Excel, MS Project, and PDF formats.
- The VENDOR shall maintain comprehensive documentation of all system components, APIs, ICDs, and interfaces if they are not part of the list of documents outlined in the Table below.
- The VENDOR shall update the documentation listed in the Table below to reflect system code changes, configuration changes, and enhancements before being put in revenue service or yearly if no defined changes have occurred.

Document No.	Document Name
RMTA - 1	Project Management Plan (PMP)
RMTA – 1.A	Project Master Schedule
RMTA - 1.B	Quality Assurance/Quality Control Plan
RMTA - 1.C	Security Plan and Program
RMTA – 1.D	Monthly Progress Report
RMTA - 2	Configuration Management Plan
RMTA - 3	Business Rules Discovery & Document Development
RMTA - 4	Requirements Traceability Matrix (RTM) Discovery & Document Development
RMTA - 5	System Design Document
RMTA - 6	Interface Test Plan and Test Results
RMTA - 7	Requirement Test Plan and Test Results
RMTA - 8	Operations Manual
RMTA - 9	Disaster Recovery Plan
RMTA - 10	Operational Readiness Plan and Report

Document No.	Document Name
RMTA - 11	Implementation Plan and Report
RMTA - 12	System Acceptance Test and Test Results
RMTA - 13	Final Performance Measures Monitoring Report
RMTA - 14	Final Acceptance Report and Documentation

- RMTA 1. The VENDOR shall prepare a Project Management Plan that identifies the tools and techniques the VENDOR will use to manage the Project proactively.
- RMTA 1. A. The VENDOR shall prepare and maintain the Project Master Schedule, which will be
 presented in a Gantt chart format using Microsoft Project or other scheduling software approved
 by the AUTHORITY.
- RMTA 1. B. The VENDOR shall prepare and maintain a Quality Assurance/Quality Control (QA/QC) Plan and Program consistent with industry best practices and all applicable codes and standards and submit it for AUTHORITY approval.
- RMTA 1. C. The VENDOR shall prepare and maintain a Security Plan and Program consistent
 with best practices, industry standards, and all applicable codes and standards and submit it for
 AUTHORITY approval.
- RMTA 1.D. The VENDOR shall prepare and submit monthly progress reports on the status of all previously agreed upon milestone dates, other major items and activities, updated Project Schedule, and the payment schedule.
- RMTA 2. The VENDOR shall submit to the AUTHORITY and use a Configuration Management Plan and associated tools for all software development work approved by the AUTHORITY.
- RMTA 3. The VENDOR shall prepare, submit, and maintain a Business Rules Document (starting with Business Rules Section 8.7 to the AUTHORITY for review, comment, and approval.
- RMTA 4. The VENDOR shall prepare, submit, and maintain a Requirements Traceability Matrix (RTM) (starting with RTM Section 8.9) for the AUTHORITY for review, comment, and approval.
- RMTA 5. The VENDOR shall prepare and deliver a System Design Document, which is expected to be a detailed design of the system for the AUTHORITY to view, comment, and approve.
- RMTA 6. The VENDOR shall develop and prepare an Interface Test Plan and Test Results that define the details of all external interfaces provided for the System.
- RMTA 7. The VENDOR shall provide a Requirement Test Plan and Test results document to support the testing, including, without limitation, Test Plans, Test Procedures, Test Scripts, Test Reports, and other required documentation.
- RMTA 8. The VENDOR shall provide Operations Manuals, including Standard Operating
 Procedures, for use by operations personnel that address all operational aspects of the System
 and provide documentation of the proper operation of the System for reference and training
 purposes.
- RMTA 9. The VENDOR shall develop a comprehensive Disaster Recovery Plan and Recovery Procedures for the System, databases, files, and operations.

- RMTA 10. The VENDOR shall provide an Operational Readiness Plan and Test results document to support the testing, including, without limitation, Test Plans, Test Procedures, Test Scripts, Test Reports, and other documentation required.
- RMTA 11. The VENDOR shall provide an Implementation Plan that provides all documents to support the Go-Live of the System without limitation: Implementation Procedures, Implementation Scripts, Implementation Reports, and other documentation.
- RMTA 12. The VENDOR shall submit a System Acceptance Plan and Test Results Report to document System Acceptance.
- RMTA 13. The VENDOR shall submit a Monthly Performance Measures Monitoring Report (MPMMR) Report to the AUTHORITY that indicates in summary and detail the VENDOR's maintenance activities and performance against the SLAs and performance measures.
- RMTA 14. The VENDOR shall submit Final Acceptance Report and Documentation (or System Final Acceptance), which means successful completion of all tests described in the Contract Documents, closure of testing, all punch-list items, completion and submission of all required documents, and meeting of other conditions as specified in the Contract Documents as acknowledged by the AUTHORITY.

2.1.12 Phased Implementation Approach

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

2.2 Scope of Services

VENDOR shall provide a comprehensive toll collection service that efficiently manages image-based tolling for vehicles without a valid transponder. All services defined with the RFP will be performed in the continental U.S. The AUTHORITY does not require establishing a local office in the Commonwealth of Virginia.

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 VDOT's systems. The service shall prioritize user experience, offer flexible payment options, ensure transparency in all communications, and promote 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

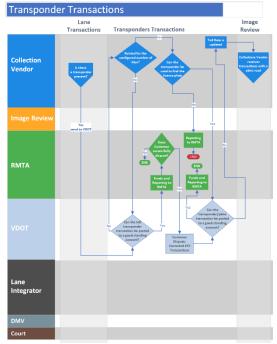
- The TCS VENDOR will integrate the AUTHORITY'S requirements into their existing service framework, leveraging their established systems and processes to meet the AUTHORITY'S specific needs for image-based tolling and revenue collection. The ICDs are included in Appendix 8.4.
- Integrate and test with AUTHORITY'S existing systems and interfaces (A-to-Be, VDOT, etc.)
- A-to-Be batch compiles transactions for image-based transactions before sending them to the TCS. The zip file sizes are roughly 20 MB each. Transactions are sent in near real-time.
- Provide APIs or interfaces for data exchange with VDOT (ETC and VTOL transactions), Image Review, Manual Image Review, Commonwealth of Virginia DMV, Out of States DMVs, Cash Payment Network VENDORS and the local and regional courts, a 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 the TCS Vendor's webpage. The AUTHORITY's webpage will state to the user that they are leaving our webpage and entering someone else's website.

Transaction Processing (see Appendix 8.10):

- Receive and process toll transactions from AUTHORITY'S
 Lane systems provider, routing transponder (ETC)
 transactions to VDOT, VTOLs, and reconciliation, 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 throughout 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.

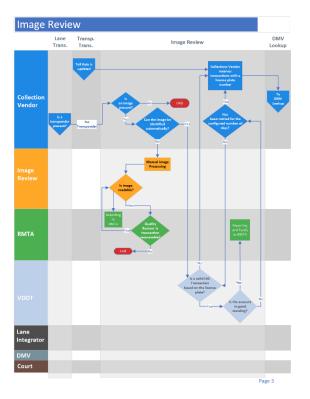


Page 4

2.2.3 Image Processing

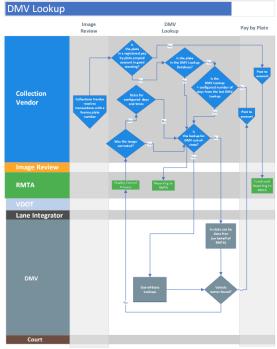
A-to-Be sends three images along with the lane transaction information. The images are taken for the rear of the vehicle only, with one of the images focused on the region of interest (ROI). No ALPR or OCR services are provided by A-to-Be.

- TCS shall route the image-based transactions to the appropriate location(s) for processing.
- Perform automated image review for license plate identification 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 and processing.
- The manual image review (MIR) system and/or 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 system and/or MIR VENDOR shall provide the AUTHORITY and other authorized parties with 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.



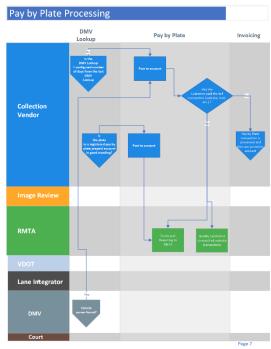
2.2.4 DMV Lookups

- 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 for Commonwealth of Virginia ROV lookups.
- 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 as many of the forty-nine
 (49) United States non-DMVs and Canadian
 provinces as allowable by law and individual DMV
 policies for 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.



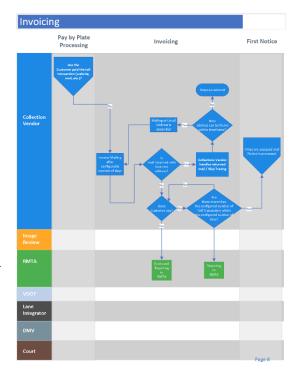
2.2.5 Pay-by-Plate Before Fees Incurred and Invoicing

- 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 (number of days) after the customer entries on the website or received payment.



2.2.6 Invoicing

- Post Pay-by-Plate transactions to the customer accounts
- Generate invoices with an image for all unpaid Pay-by-Plate transactions received within the configurable number of days. For pricing purposes, the assumption is an average of three (3) transactions on the first invoice. Imagery is printed on both sides of the paper in black and white.
- The VENDOR shall update the ROV information every thirty (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 configurable number of days cycle, including the account unpaid balance from previous invoices and the total amount due (within one (1) 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.



2.2.7 Noticing and Collections

- Manage the (invoicing, First Notice, Second Notice, Legal Notice, DMV hold, and court adjudication) escalation process for unpaid transactions.
- 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
- Generate First Notices and assess fines for all unpaid Pay-by-Plate transactions previously invoiced within a configurable number of days cycle.
- Invoicing

 First
 Notice

 Invoicing

 First
 Notice

 Second
 Notice

 Collection
 We odd you would not work of the part of the part
- First Notices must be sent via USPS First Class Mail per the Commonwealth of Virginia Code.
- Generate Second Notices and assess fines for all unpaid Pay-by-Plate transactions previously invoiced within a configurable number of days cycle.
- Generate the Legal Notices and assess fines for all unpaid Pay-by-Plate transactions previously invoiced within a configurable number of days cycle.
- Based on the AUTHORITY'S business rules, generate the Virginia DMV hold notices and assess fines for all unpaid Pay-by-Plate transactions previously invoiced.
- The VENDOR shall update the ROV information for the in-state ROVs every thirty (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. This requirement confirms the correct address is being used for all future communications being sent.
- Send notices on a configurable number of days cycle based on the anniversary date (date of first invoice) 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 the First Notice with the updated addresses obtained from skip tracing or other sources.
- Manage the escalation process for unpaid tolls, including fine assessment.

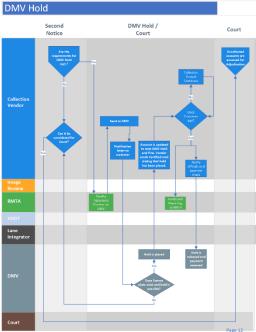
2.2.8 Debt Collection Strategy

- 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 communication method) 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 the cash payment network within the Richmond Metropolitan area as an option for customers to pay.
- RMTA does not require a specific number of locations or designate specific municipalities within the Richmond Metropolitan area. However, the intent is to provide broad accessibility and convenience for customers. The VENDOR's proposed cash payment network should ensure sufficient coverage and distribution to meet customer needs effectively. RMTA will review and approve the proposed locations to ensure they align with operational goals and customer convenience.

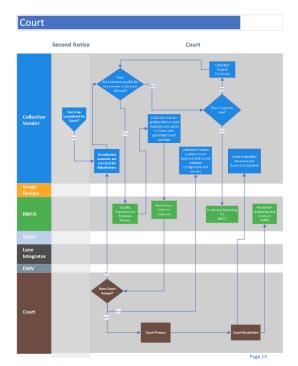
2.2.9 DMV Holds and Removals

- On a thirty (30) day cycle (configurable based on AUTHORITY Business Rules), the VENDOR shall assess accounts for DMV hold 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 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 thirty (30) day cycle (configurable based on AUTHORITY Business Rules), and the accounts will be updated to reflect their status.
- Coordinate with DMV to place and remove holds on
 Registered Owner of Vehicle (ROV) license plates. There are
 fines for placing holds and removing holds on ROV license
 plates. The AUTHORITY will reimburse the VENDOR for the DMV hold and removal fines
 - 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 by the AUTHORITY'S approval.
- Include DMV-eligible holds and removal in the monthly performance package.



2.2.10 Court Processing

- On a thirty (30) day cycle (configurable based on AUTHORITY Business Rules), VENDOR shall assess accounts for court adjudication eligibility of vehicles registered in the Commonwealth of Virginia 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 shall submit approved accounts, including the automated evidence packets (both electronic and printable), to the local or regional courts for adjudication, and the printable packets shall be available for RMTA's access.
- 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, which follows the Library of Virginia's privacy and business rules and 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 annually, provide results to the AUTHORITY, and promptly address any vulnerabilities.
- Upon the VENDOR's awareness of a security 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.
- To be PCI-DSS certified, conduct all required testing by a Qualified Security Assessor (QSA) audit annually.
- PCI-DSS compliance level shall be determined by annual transactions processed and compared to the requirements of each credit card company used as a payment method within the Contract, including the customer payment portal.

2.2.12 Reporting and Reconciliation

- Generate reports on the TCS activities and performance (See Appendix 8.10 Reporting Matrix)
- 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, civil penalties, 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 electronically in a read-and-view only.
- 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, including the customer payment portal, to protect cardholder data from theft and unauthorized access.
- VENDOR shall maintain an active license with the Virginia State Corporation Commission (SCC)
 and necessary state collection licensing in all other states that require such licenses 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. Implementation 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 One (1) to Phase Two (2) (optional) (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 the technical proposal):

a. A detailed pricing structure for Phase One (1) will include a proposed incentive structure for retaining a percentage of fines collected.

10. Requirement Matrix

a. Complete the Excel spreadsheet that is defined as "Vendor to Complete."

11. Reporting Matrix

a. Complete the Excel spreadsheet that is defined as "Vendor to Complete."

12. Business Rules Matrix

a. Complete the Excel spreadsheet that is defined as "Vendor to Complete."

13. References:

a. List of at least three (3) relevant client references with contact information

14. Contract Exceptions:

a. Complete Form H; if there are no exceptions, please state so, and only those exceptions detailed will be considered during negotiations

15. 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. Section 2.12 Format and Page Limitations further describe the VENDOR's response to the RFP.

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. RFP submission shall have the following:
 - The name and email address of the VENDOR
 - Appropriate identification of the procurement by RFP title is in the subject line of all emails and communications, "TCS RFP."
- d. Complete all Forms and Matrices that are defined in the RFP as part of your submission to be in compliance.
- e. The AUTHORITY is NOT responsible for late submissions.
- f. The complete RFP submission shall be addressed to:

Attn: Manager of Procurement
Richmond Metropolitan Transportation Authority
paula.Watson@rmtaonline.org
rosa.rountree@atkinsrealis.com

2.5 Restrictions on Communication 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 according to Section 2.9 Comments, Questions and Request for Clarification, or as otherwise outlined in this RFP. Prohibited communication commences on the date the RFP is posted online, which 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. The communication restriction expires upon the AUTHORITY's selection announcement.

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). Step One (1) has been completed as of this RFP publication, and the following information is for informational purposes only. The Draft RFP process represented the first step in the overall process. The AUTHORITY engaged and evaluated the Draft RFP questions/comments received in response to this Draft RFP. The goal of Step One (1) was to ensure that when this RFP is published, the VENDORS understand the AUTHORITY's needs and requirements in the Toll Collections Services requested in the RFP and will not be used in Step Two (2) of the selection process.

Step Two (2), which is where we are in the process now, is to advertise the RFP for the selection of the best-qualified VENDOR following the criteria and procedures outlined in the RFP. VENDORS were not required to participate in Step One (1) to be qualified to participate in Step Two (2); however, the VENDORS were strongly encouraged to do so.

As part of Step Two (2), after the VENDORS submit their response, the AUTHORITY will shortlist VENDORS based on the criteria and procedures outlined in the RFP. Following the shortlisting, the AUTHORITY will require each of the shortlisted VENDORS to facilitate a TCS immersion at an agency in the continental U.S., deploying their TCS with a similar scope to the AUTHORITY. The VENDOR may request the AUTHORITY to visit multiple agencies and or locations with the same agency to facilitate observing all the required TCS services outlined in the RFP. 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 the shortlisted VENDORS current and deployed systems meet the requirements outlined in this RFP.

2.7 Schedule of Activities

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

Step Two	Date
Anticipated RFP Release Date	March 12, 2025
Questions and Requests for Clarification	March 21, 2025, 1:00 P.M. ET
AUTHORITY Response to VENDOR Questions	March 28, 2025, 4:00 P.M. ET
Proposal Submittal	April 21, 2025, 1:00 P.M. ET
Short Listing Results	April 30, 2025, 1:00 P.M. ET
Mandatory Site Visit to observe operations	May 5-9, 2025
Announcement/Selection Date	May 13, 2025, 4:00 P.M. ET
Notice to Proceed	May 30, 2025
Go-Live	December 1, 2025

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

The AUTHORITY reserves the right to amend this RFP before the proposal's 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 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 C. 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:

- The name and email address of the VENDOR
- Appropriate identification of the procurement by RFP title is in the subject line of all emails: "TCS RFP."
- Citation of the relevant section of the RFP, and
- 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
rosa.rountree@atkinsrealis.com

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 in Appendix 8.3. While comments, questions, clarifications, and recommendations are encouraged, any exceptions to the AUTHORITY'S Terms and Conditions should be documented in Form H. If there are no exceptions, please state so, and only those exceptions detailed will be considered during negotiations.

The 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 labeled Appendix A Confidential Contents – Redacted Version of Response will be required.

The VENDOR sets forth the specific items (and the section and page numbers within the RFP response at which such items are located) that the VENDOR deems trade secrets 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. Upon notification of shortlist status, the AUTHORITY will provide VENDORS with a detailed list of services and system requirements to be validated during the site visit. This list will serve as a framework for the evaluation and focus on specific aspects of the VENDOR'S RFP response that require validation. The toll collections services immersion will count towards scoring in this procurement, and the purpose of those visits will be to 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 VENDORS shall follow when submitting their response to the RFP. Failure to comply may result in a Rejection of the Proposal outlined in Section 2.10.

2.12.1 Format

The RFP can be submitted either in a portable document format (PDF) electronically or in a hard copy version sent to the AUTHORITY per the instructions outlined in Section 2.12. 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 larger 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 the number of pages stated in each section, double-sided, and shall include typed text, graphics, charts, and photographs (except when found on section dividers and not referenced in the text). Forms will not count as part of any Section page count. The minimum type or font size for text shall be 11 points. The minimum for non-text portions, such as graphics and charts, shall be 10 points. Foldout pages count as one page, but the response shall be limited to five (5) double-sided foldout pages.

2.12.2 Introductory Material

2.12.2.1 Transmittal Letter

The Transmittal Letter shall not exceed one (1) page single-sided. A duly authorized official of the 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 double-sided. 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 double-sided. The VENDOR shall specifically identify and describe the VENDOR'S experience related to toll collections services projects, emphasizing 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 within the last ten (10) years, with a focus on the projects being active within the last 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 describe 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 6.3 Evaluation Criteria.

2.12.4 References

VENDOR references are required for any project listed according 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 the 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 double-sided. 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 the 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 ongoing system maintenance associated with each.

VENDOR shall also discuss the availability of qualified resources sufficient to implement the Project, maintenance work, associated responsibilities, and 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) and any caveats or preconditions on such visits/inspections.

2.12.6 Resumes

The VENDOR shall provide detailed resumes for all key personnel identified by the VENDOR and proposed for this project, including but not limited to the Project Principal and the Project Manager. Each resume shall not exceed two (2) double-sided 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 as part of the RFP response.

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. Identify an AUTHORITY representative with a current phone and e-mail address if available for each instance.

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 above the smaller of (a) 2% of the original contract value or (b) \$500,000 on projects with a contract value above \$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 of 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 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 implement and manage 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 VDOT ETC transmittal, customer identification, account creation, customer invoicing, payment processing, and delinquent account collection. The VENDOR must also comply with Commonwealth of Virginia regulations, including data privacy and security protocols. Clear communication and regular updates with the AUTHORITY are essential to maintaining transparency and aligning 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, A-to-Be, DMVs, local and regional courts, payment processors, cash payment networks, reputable FDIC-insured banks in the United States, and other relevant stakeholders.
- Conduct virtual workshops that include business rules, requirements, design, invoice, noticing, and reporting, in addition to any other areas needed.
- Develop and manage the creation of automated court packages (both electronic and printable) for potential legal action.
- 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

A-to-Be sends three (3) images along with the lane transactions. The images are taken from the rear of the vehicle, with one of the images focusing on the region of interest. No ALPR or OCR services are provided by A-to-Be. The VENDOR will:

- Transmit all ETC and VTOL transactions to VDOT for collection.
- Process and manage 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.

3.3 Customer and Account Management

- Establish and manage customer accounts for registered pre-paid and post-paid image-based transactions and unregistered Pay-by-Plate transactions.
- Provide a user-friendly customer website 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.
- Work with VDOT regarding customer inquiries and disputes when required.
- 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 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, fines, and fee assessment.
- Coordinate with the AUTHORITY for DMV holds and court adjudication processes.
- Develop and manage the creation of automated court packages (both printable and electronic) 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 Implementation Management

The AUTHORITY and VENDOR will establish a mutually agreed-upon date for implementing the VENDOR's services and the new Pay-by-Plate systems and services. VDOT currently manages these operations as a Violations Collection service. VDOT will continue to manage the ETC accounts.

Implementation Process:

- All transactions sent to VDOT before the cutover date will remain under VDOT's management until they reach final disposition.
- New transactions after the cutover date will be processed through the VENDOR's system.
- No historical data migration from VDOT is required for this implementation
- Develop and execute a comprehensive implementation plan for the current process and the new Pay-by-Plate processes and systems. Provide detailed documentation of new processes and procedures
- The VENDOR shall provide a comprehensive Operational Readiness Plan demonstrating their ability to begin transmitting ETC and VTOL transactions to VDOT and processing image-based transactions on the go-live date. The VENDOR must complete all Operational Readiness Testing and receive AUTHORITY approval before proceeding with go-live activities.
 - For Operational Readiness Testing to begin, there will be no open Severity 1 and Severity 2
 issues outlined below:
 - Severity 1 issues shall be defined as A critical system failure that prevents the system from functioning, causing major disruptions to business operations.
 - Severity 2 issues shall be defined as Major defects that significantly impact functionality but do not entirely prevent system use. Workarounds may exist but are not ideal.
 - Severity 3 issues shall be defined as Issues that may cause some inconvenience but do not significantly affect the core functionality or performance of the system, with workarounds available and that do not pose an immediate risk to operations.
- 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 realtime 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 (optional), 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 written 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 a comprehensive reporting system that provides the AUTHORITY with access to 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 that the image transaction processing system will provide.
- 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, database systems, and data for all levels of the VENDOR system.
- Implement role-based access control to ensure appropriate access levels 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.
- Court packages should be both electronic and printable.
- 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 datahandling 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 for each user level.
- 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, fines, 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

I. 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 various advanced technologies, including artificial intelligence (AI), cloud computing, and secure networking solutions. Al 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 tolling data management and 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 these technologies are not mandatory, they offer VENDORS the potential to optimize operations while ensuring the system's safety, transparency, and reliability. Please be transparent with all technologies employed in the collection effort and include safeguards 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 appropriate Forms provided.

4.1 History and Description of the VENDOR

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

4.2 Overall Project Experience of VENDOR

The VENDOR or sub-consultants shall provide a listing of five (5) relevant projects accomplished within the last ten (10) years, with a focus on the projects being active within the last five (5) years with greater significance 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, or similar collection services and O&M, Equipment only)
- 4. Project Manager
- 5. Client Name
- 6. Client Contact Person
- Client Phone Number
- 8. Client Email Address
- 9. Award Date
- 10. Status of Project
- 11. Project Award Contract Value
- 12. Current Contract Value
- Contract Delivery Date
- 14. On Schedule (Yes or No)
- 15. If No, explain briefly

Of the projects that are listed on the 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:

- 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 (including 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 Sub-consultants

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 of the five relevant projects required. VENDORS are advised that no sub-consultant or subcontractor may be employed without the AUTHORITY'S approval, in its sole discretion. The provisions of the Agreement also pertain to subcontractors and sub-consultants.

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 as a 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 within 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 as a 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, 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 double-sided 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 cash operations to 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 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. Suppose the entity has been in existence for less than three (3) fiscal years. In that case, 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 and 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 to obtain a performance bond and a surety bond in an amount equal to 100% of the annual value of the contract price for each applicable phase.

A bond or insurance will also be 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 AUTHORITY 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, promoting fairness, fostering positive engagement with tolling services, and maintaining financial sustainability.

- **Ensure Efficient Revenue Collection**: Maximize the collection of unpaid tolls, fees, fines, and civil penalties 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, fines, civil penalties, 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, fines, and civil penalties in compliance with the AUTHORITY'S business rules and the Commonwealth of Virginia statutes 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 collected, with the
 remaining percentage payable to AUTHORITY. A higher incentive rate will be offered for
 collections made at the Invoice stage and First Notice stage, with decreasing rates for collections
 at the Second Notice, Legal Notice, and DMV Hold stages. This structure reflects AUTHORITY'S
 preference for timely collections. Any fines collected beyond the toll amount will be part of this
 structure. Banking fees and civil penalties are not part of this structure. The AUTHORITY reserves
 the right to negotiate these percentages as part of the contract.
- Pass-through Cost: The AUTHORITY will reimburse the VENDORS for banking fees (including non-sufficient fund (NSF) fees but excluding lockbox fees), 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 the AUTHORITY's preference for
 timely collections.

Phase 2 (Next 2 Years) - Optional:

- Revenue Assurance Model: Upon the AUTHORITY's discretion, VENDORS are required to guarantee a minimum collection rate for AUTHORITY during Phase 2 of the contract, based on the VENDOR's performance during Phase 1. This guarantee ensures the 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

The fine 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 fine-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 fine structures, provided they align with our goals of fair customer treatment and efficient collections. The AUTHORITY is open to innovative approaches to fine 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 - \$2.00 rate per 2-axle transaction is the Pay-by-Plate toll rate. The toll rate may not exceed double the amount of the base toll (\$0.50 - \$1.00) per Subsection C of Virginia Code § 46.2-819.3:1. The amount allowed represents an administrative processing fee for Pay-by-Plate transactions. Subsequent notice fines and civil penalties accumulate as the unpaid toll progresses through the collection process.

Provide the percentage of fines you wish to retain in the Pricing Proposal (except for Court civil penalties).

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

Description	Per 2 Axle Transaction	Per Notice/Event	Fines and Penalties Carry Over	Total Fines and Civil Penalties
Pay-by-Plate Invoice	Estimated \$1.00 -\$2.00	\$0.00	N/A	Not applicable
First Notice		\$25.00	Yes	Unpaid tolls, \$25.00
Second Notice		\$25.00	Yes	Unpaid tolls, \$25.00 from the First Notice, plus \$25.00
Legal Notice		\$50.00	Yes	Unpaid tolls, \$25.00 from the First Notice, \$25.00 from the Second Notice, plus \$50.00
DMV Hold Notice		\$250.00	Yes	Unpaid tolls, \$25.00 from the First Notice, \$25.00 from the Second Notice, \$50.00 from the Legal Notice, plus \$250.00
Court Adjudication		\$250.00	Yes	Unpaid tolls, \$25.00 from the First Notice, \$25.00 from the Second Notice, \$50.00 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 collected, offering them a fair chance to increase profitability while ensuring that AUTHORITY'S collection and financial goals are met. This framework will:
 - Reward VENDORS for exceeding performance metrics
 - o Encourage continuous improvement and innovation
 - Create mutual benefits for the AUTHORITY and VENDOR
 - Support long-term partnership success
 - o Drive operational excellence

5.1.6 Pricing Submission Guidelines

VENDORS must submit a separate Pricing Proposal (Form G Pricing Proposal) in addition to their Technical Proposal. VENDORS must submit their proposed fees for Phase 1. Phase 2 (optional) 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:
 - o **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 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: Cost for banking fees (including Non-Sufficient Fund (NSF) fees but excluding lockbox fees), as well as DMV license plate holds and license plate removals. Credit card and cash payment network fees are not Pass-Through Costs and should be charged to the customer upon receipt of the payment.

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 the 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.

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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 (Optional)

As the program matures with the support of the VENDOR, the AUTHORITY will be interested in implementing a revenue assurance model. In a Revenue Assurance Model, the VENDOR would be required to guarantee a minimum agreeable collection rate. During Phase 2 of the contract, the AUTHORITY will require a guaranteed minimum agreeable 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 (optional). 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 following are the AUTHORITY holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The VENDOR shall develop a user-friendly solution allowing customers to pay their tolls before violation notices are sent, reducing the cost of invoicing and 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). The AUTHORITY recognizes that certain factors outside the VENDOR's control may impact customer satisfaction, including but not limited to:

- AUTHORITY policy decisions
- Legislative or regulatory changes
- Changes to toll rates or fee structures implemented by the AUTHORITY

In cases where customer satisfaction is adversely affected by factors outside the VENDOR's control, the AUTHORITY will work with the VENDOR. The VENDOR remains responsible for maintaining high customer satisfaction levels for all aspects within their control and should continuously monitor and implement industry best practices for measuring and improving customer satisfaction. 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. No historical customer contact data is available.

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 enhance customer service, accountability, and reliability and minimize 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 twelve (12) months 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, fees, fines, and civil penalties. 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, offers flexible payment options, and maximizes the collection of unpaid tolls, fees, fines, and civil penalties 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 the AUTHORITY.

The VENDOR will be responsible for any convenience and credit card fees.

When the VENDOR commences collections activity, they shall utilize a first-in, first-out (FIFO) approach to prioritize collections sequence for all account unpaid toll transactions, fees, and fines. Aged unpaid fees and fines shall be prioritized for sequencing after tolls are paid from the previous invoice before noticing.

- Describe the VENDOR's approach to providing 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, including the customer payment portal. Describe the VENDOR'S approach to meeting PCI requirements for projects they have worked on and are 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 the VENDOR's recommended substitute personnel. In addition to the information required to be included regarding Key Personnel under 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 that clearly illustrates the key elements of the organizational structure proposed to accomplish the management, technical, and services required. The VENDOR shall identify the Project Manager for the services, as more particularly described under Sections 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 double-sided.

The VENDOR may also submit additional resumes (not exceeding two pages, each double-sided) 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 requested by the AUTHORITY.

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 the Project Principal and or Project Manager and shall require the VENDOR to replace these 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 Principal

The Vendor shall identify and provide relevant information concerning the Project Principal it intends to assign to the services for the duration of the Agreement.

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

5.5.4 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 execution of the Work and will act as a single point of contact on all matters on behalf of the VENDOR as described in the Contract Documents.

The VENDOR shall provide a Project Manager for the Implementation Phase and may use a separate Project Manager for the Operations and Maintenance Phase. If the VENDOR'S approach is to use a

Project Manager for each phase of the Project, the VENDOR will provide a plan to ensure a smooth implementation occurs.

5.5.5 Sub-consultants

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 project schedule showing major activities/events and the proposed timeframes required to develop a typical toll collections services project from design, testing, integration, and operations. The VENDOR's proposed use of the schedule should be discussed. The VENDOR shall demonstrate that it can perform critical path modeling using Microsoft Project 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 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

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 of the AUTHORITY's image-based tolling and revenue assurance requirements.

The VENDOR shall describe their strategies for minimizing disruption during implementation 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, as well as all external dependencies, such as activities and approvals from the AUTHORITY, within 30 days of the Notice to Proceed (NTP).

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.
- Technical Evaluation: Proposals passing the initial review will have their technical components evaluated and scored based on the criteria outlined in Section 6.3.3 VENDOR'S Approach and Technical Capabilities.
- 3. **Price Evaluation:** Price proposals will be evaluated separately and scored according to the criteria in Section 6.3.5 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.
- 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. AUTHORITY expressly declares its discretion to evaluate proposals based upon all information received and to make final determinations as to responsive and responsible proposals. AUTHORITY maintains the right to waive informalities and to accept or reject any or all proposals. AUTHORITY reserves the right to accept or reject any proposals.

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 suits 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 it 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 the evaluation of each RFP response for responsiveness, the AUTHORITY will evaluate each RFP response based on 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 response 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 the FORM G Price Proposal in all required fields.
- i. The VENDOR completes the Requirements, Reporting, and Business Rules Matrix spreadsheets.

6.2.3 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
2. Experience of Firm*	10
3. VENDOR'S Approach and Technical Capabilities	40
4. Price	30
5. Site Visit	10
Total	100

^{*} Experience, references, and qualifications will be scored and evaluated with an emphasis on toll collection service 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: five (5) points out of the total forty (40) for VENDOR'S Approach and Technical Capabilities

TCS Services: The remaining twenty-five (25) 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 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)

Project Details: For each relevant project, the resume should indicate:

- e. The specific role performed by the individual.
- f. The timeframe of the project
- g. 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, or similar collection services and O&M projects awarded or in operational service 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's 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 contact 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 to the Services 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:

1. Demonstrated comprehension of the AUTHORITY'S goals and objectives

2. Clear articulation of the challenges and opportunities specific to this project

b. **Technical Solution:**

- 1. Robustness and scalability of proposed system architecture
- 2. Integration capabilities with existing AUTHORITY systems and third-party services
- 3. Innovative features and technologies proposed.

c. Implementation Approach:

- 1. Clarity and feasibility of the proposed implementation plan
- 2. Risk management and mitigation strategies.
- 3. Approach to testing and quality assurance

d. **Operational Methodology:**

- 1. Processes for day-to-day operations and maintenance
- 2. Approach to customer service and dispute resolution
- 3. Strategies for continuous improvement and adaptation to changing needs.

e. Reporting and Analytics:

- 1. Proposed reporting capabilities and dashboard functionalities
- 2. Approach to data analysis and performance optimization

f. Requirements and Reporting Matrix:

1. Completeness of returned matrices

For VENDORS submitting proposals for image review systems and/or manual image review services rather than the full scope, the scoring will be as follows:

- a. Image Review System: ten (10) points
- b. Image Review Manual Service: five (5) points
- c. TCS Services: twenty-five (25) points

If the AUTHORITY selects a VENDOR to provide either or both of the image review system and manual image review services, the TCS Services VENDOR will be required to integrate the data and interfaces with these VENDORS.

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.

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 outlined 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 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 and assumptions of performance according 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 the 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 N/A or \$0.00 if not applicable.
- g) All assumptions and any comments should be stated in Form G Column G.
- h) The Price Proposal must be signed by an authorized representative of VENDOR.
- i) VENDOR must provide pricing for Phase 1 as outlined in section 6.3.6.
- j) All assumptions made in pricing must be clearly stated in an attached document.
- k) VENDOR must provide a breakdown of the Initial Project Setup and Pass-Through Cost.
- I) Any volume discounts or other pricing incentives must be clearly outlined.
- m) The Price Proposal must be submitted in a separate, sealed envelope marked "Price Proposal" along with the VENDOR's name and the RFP number.
- n) Electronic copies of the Price Proposal must be provided in both PDF and editable Excel format.
- o) VENDOR must hold their prices firm for a minimum of 180 days from the proposal due date.
- p) AUTHORITY reserves the right to request clarification or additional pricing information from VENDORS.
- q) Vendors will not be provided a tax-exempt status by the AUTHORITY.
- r) VENDOR will provide a blended rate for all non-Virginia DMV and 3rd party ROV lookups.

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

Phase 2 (optional) will be negotiated upon RMTA discretion based on performance during Phase 1.

6.3.6 Price Structure and Additional Instructions

VENDORS shall provide detailed pricing information for Phase 1, covering an initial three-year period. The following subsections detail the specific pricing components required. 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 price proposal form is for the first phase and end-of-contract pricing. The optional second phase will be negotiated before the end of the first phase.

6.3.6.1 Price Proposal Form:

Initial Project Setup: VENDORS shall provide an itemized list with associated costs for the initial setup, including:

o Program setup, software configuration, and testing.

- o Unpaid tolls website development
- o Development of Interface Control Documents (ICDs) and APIs
- Conduct virtual workshops including business rules, requirements, design, invoice, noticing, and reporting in addition to any other areas needed
- Development of automated court packages
- Operational Readiness Testing The VENDOR shall provide a comprehensive Operational Readiness Plan demonstrating their ability to begin processing transactions on the go-live date. The VENDOR must complete all Operational Readiness Testing and receive AUTHORITY approval before proceeding with go-live activities.
 - For Operational Readiness Testing to begin, there will be no open Severity 1, and Severity 2 issues outlined below:
 - Severity 1 issues shall be defined as: A critical system failure that
 prevents the system from functioning, causing major disruptions to
 business operations.
 - Severity 2 issues shall be defined as: Major defects that significantly impact functionality but do not entirely prevent system use.
 Workarounds may exist but are not ideal.
 - Severity 3 issues shall be defined as: Issues that may cause some inconvenience but do not significantly affect the core functionality or performance of the system, with workarounds available, and that do not pose an immediate risk to operations.
- Documentation and Authority training on VENDOR's system The VENDOR shall provide initial and ongoing training and documentation to ensure AUTHORITY staff are proficient in system use and understand all documented procedures.
- Processing Fee Structure: VENDORS shall propose a transaction-based fee structure for their services, including:
 - o Automated image review
 - Manual image review
 - o Out-of-state DMV lookup
 - o Registered Pre-Paid Account management
 - o Pay-by-Plate invoice generation and delivery.
 - o First Notice generation and delivery
 - Second Notice generation and delivery
 - o Legal Notice generation and delivery
 - o 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.
 Postage, legislated, and other force majeure increases may be renegotiated. Customer convenience and credit card fees for payments may be passed on to the customers.
- **Incentive Structure**: VENDORS shall propose a tiered incentive structure for the timely collection of unpaid tolls:
 - o Percentage of fines collected within 45 days after invoice.
 - o Percentage of fines collected within 45 days after First Notice.
 - o Percentage of fines collected within 45 days after the Second Notice.

- o Percentage of fines collected 45 days up to after legal notice.
- o Percentage of fines collected on DMV Hold notice (excluding court-pursued transactions).
- o Additional incentives for improving DMV Registered Owner of Vehicle Owner (ROV) returns and identifying current ROV addresses from outdated DMV data.
- Pass-Through Costs: Costs for:
 - o Banking Fees (including Non-Sufficient Fund (NSF) fees but excluding lockbox fees)
 - o DMV Holds and Removals

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.

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.

hital Setup Fees Program setup and software configuration Unpaid tolls website development Conduct virtual workshops including business rule, requirements, design, invoke, notificing and reporting in addition to any other areas			Teansaction Values 2 700	Transaction Values 2 700	Assumations
Program setup and software configuration Unpaid tolls website development Conduct virtual workshops including business rule, requirements,		Transaction Volume 1 TBD	Transaction Volume 2 TBD	Transaction Volume 3 TBD	Assumptions
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needed Development of Interface Control Documents (ICDs) and APIs	Insert fee	n/a	n/a	n/a	
Development of automated court packages (both printable and electronic)	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	
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rocessing Fee Structure (Pay-by-Plate toll transaction-based fees for each of the	services below)				
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Automated image review per toll transaction	n/a	Insert fee	Insert fee	Insert fee	
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OR> Integrated Automated/Manual Image Review per toll	n/a	insert ree	insertiee	insert ree	
transaction					
Out-of-state DMV lookup per toll account	n/a	Insert fee	Insert fee	Insert fee	
		Insert fee for 1 page per mailing	Insert fee for 1 page per mailing	Insert fee for 1 page per mailing	
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Document generation and delivery (Pay-by-plate Invoice, Notice and		mailing	mailing	mailing	
Notification Letter). For pricing purposes, the assumption is an	n/a	Insert fee for 3 pages per	Insert fee for 3 pages per	Insert fee for 3 pages per	
average of 7 transactions on the first invoice. Imagery is printed on both sides of the paper in black and white.		mailing Insert fee for 4 pages per	mailing Insert fee for 4 pages per	mailing Insert fee for 4 pages per	
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ncentive Structure					
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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 the 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 its 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 page limit described in Section 2.12, 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 based on 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/prices for services. Proprietary information from competing VENDORS shall not be disclosed to the public or 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 the discussion, outlined herein, based on 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 more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that VENDOR.

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 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 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 6.3.6.
- b. This score will be the sum of points awarded for the Experience of Personnel, Experience of the 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 the CEO:

- a. The evaluation team will prepare a recommendation for the VENDOR(s) with the highest Total Combined Score who are deemed responsive and responsible.
- This recommendation will be submitted to the AUTHORITY CEO for review and consideration.

5. Board of Directors Decision:

- a. The AUTHORITY Board of Directors will review the recommendation.
- 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
rosa.rountree@atkinsrealis.com

7 General Terms and Conditions

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, at 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 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 before 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 lacks 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 that 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 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 all claims against the AUTHORITY or 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 the VENDOR(s) of any request for disclosure under FOIA for any material designated by the VENDOR as a trade secret or proprietary to allow the VENDOR the 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 a 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/ for 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 the VENDOR for payment on any work that has not been completed and delivered to the AUTHORITY before 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 the 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 rights, 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 the VENDOR to continue such subcontracts or orders until the assumption of the same in writing by the AUTHORITY, or require the 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 the 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 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 the VENDOR or any subcontractor or sub-consultant 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 the VENDOR's termination invoice and make such payment as is properly due. After receipt of a Notice of Termination for any reason other than the VENDOR's failure to perform, the 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 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 the 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, and analyses for which compensation has been paid as it desires without additional compensation to VENDOR.

7.11 End of Contract

At the conclusion of the contract, the VENDOR will be responsible for performing a comprehensive data migration for all registered accounts. This process will ensure that all account information is securely and accurately transferred to the new system, maintaining continuity and integrity of the data. Additionally, the VENDOR must continue collections on any open unpaid transactions to ensure all outstanding balances are addressed. The entire process must be completed for all transactions received up until the contract cut-off date.

The VENDOR will be compensated for any processing and collections activities that extend beyond the contract end date. This includes the continuation of invoicing and collection efforts for transactions received up until the contract cut-off date. Payment for these services will be made in accordance with the terms outlined in the contract, ensuring that all outstanding transactions are properly managed and resolved.

7.12 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.

7.13 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 the 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.

7.14 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. Vendors will not be provided a tax-exempt status by the AUTHORITY.

7.15 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 sub-consultant without the AUTHORITY'S approval. VENDOR shall bind every approved sub-consultant to the terms stated herein and shall ensure the proper licensing of such sub-consultants. VENDOR hereby affirms that it shall be responsible for the negligent acts, errors, and omissions of its sub-consultants and shall fully indemnify and save harmless the AUTHORITY and its employees from 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 sub-consultants in the performance of services under this Agreement.
- g. VENDOR shall be responsible for the professional quality, technical accuracy, and 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 outlined in VENDOR'S Proposal and increase such utilization upon the AUTHORITY'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 outlined 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 exceeds 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 the 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 may establish or maintain an office in the Richmond area as needed.
- I. 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.

7.16 Terms of Contract

See Appendix 8.3 for a copy of the Draft Contract.

The Toll Collections Services (TCS) Contract delivery and payment structure for the implementation phase is broken into two (2) stages and nine (9) milestones. The objective of this approach is to provide the AUTHORITY with verification points on the progress of the VENDOR's implementation, ensuring that each milestone is met according to the agreed-upon schedule and quality standards. This structure also

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provides the VENDOR with a clear and systematic process to invoice and be paid for the work that has been completed and approved by the AUTHORITY.

Each milestone will be subject to a thorough review and approval process by the AUTHORITY, which includes detailed assessments of the deliverables, adherence to project timelines, and compliance with all contractual requirements. Upon successful completion and approval of each milestone, the VENDOR will be authorized to submit an invoice for the corresponding payment. This structured approach aims to facilitate transparent and efficient project management, ensuring that both parties are aligned on expectations and progress throughout the implementation phase.

Stage 1 – System Design Development Phase Objective(s)

The objectives of Phase I are to:

- Commence Work on the Project by the VENDOR: This involves initiating all necessary activities
 to kick-start the project. The VENDOR will mobilize resources, set up project teams, and begin
 preliminary work as outlined in the project plan. This stage ensures that the project is launched
 effectively and that all stakeholders are aligned on the initial steps.
- 2. Establish an Effective Program Management and Production Organization for the Project: The VENDOR will set up a robust program management structure to oversee the project's progress. This includes defining roles and responsibilities, establishing communication channels, and implementing project management tools and processes. The goal is to create a well-organized and efficient management framework that can handle the project's complexities and ensure smooth execution.
- 3. Develop an Acceptable System Design in Accordance with the System Requirements and Other Contract Documents Defined in Each Milestone Outlined Below: The VENDOR will work on creating a comprehensive system design that meets all specified requirements. This involves detailed analysis, design documentation, and validation to ensure that the system aligns with the project's goals and contractual obligations. The design phase will be iterative, with regular reviews and approvals to ensure that it meets the AUTHORITY's expectations and standards.

Stage 2 – SYSTEM IMPLEMENTATION Phase Objective(s)

The objectives of Stage 2 are for the VENDOR to:

- 1. **Perform System Acceptance**: This critical phase involves conducting comprehensive System Acceptance Testing to ensure that the system has been successfully integrated and installed. The SAT process will include a series of rigorous tests designed to validate that all components of the system work together seamlessly and meet the specified requirements.
- Verify Successful Integration and Installation: The VENDOR will verify that the system has been
 correctly integrated into the existing infrastructure and that all installations have been
 completed according to the project specifications. This step ensures that the system is ready for
 operational use.

- 3. **Fully Test the System**: The VENDOR will conduct extensive testing to verify that the system is fully functional. This includes functional testing, performance testing, and stress testing to ensure that the system operates as expected under various conditions.
- 4. **Ensure System Performance to Contract Requirements**: The testing process will confirm that the system performs to the level required by the Contract. This involves checking that all performance metrics, such as response times, throughput, and reliability, meet the agreed-upon standards.
- 5. **Operate in a Live Production Environment**: The final step is to test the system in a live production environment. This real-world testing ensures that the system can handle actual operational demands and that any potential issues are identified and resolved before full deployment.

The table below is provided as a high-level and is subject to change until the establishment of the formal schedule. The VENDOR shall submit the initial schedules in its Proposals, and the VENDOR shall maintain an updated set of schedules with these milestones as baseline dates.

Milestones	Description	Percentage							
	Stage 1								
Milestone 1	PMP and Startup Documentation	10%							
Milestone 2	Workshops, System Design Review Meetings	10%							
Milestone 3	Approved System Design, including customer facing components	15%							
Milestone 4	System Modification and Configuration Demonstration	15%							
	Stage 2								
Milestone 5	Requirements Plan and Testing	10%							
Milestone 6	Operational Readiness Plan, Testing and Training	10%							
Milestone 7	Go-Live	10%							
Milestone 8	System Acceptance	15%							
Milestone 9	Final Acceptance and Documentation - 90-Days after Go-Live	5%							

Milestone 1 – Completion of Project Management Plan and Startup Documentation

For Milestone 1 to be satisfied, the VENDOR must have completed, with AUTHORITY approval, the following key deliverables:

- 1. **Project Management Plan**: A comprehensive document outlining the project's scope, objectives, methodologies, and management strategies. This plan will serve as the blueprint for project execution and control.
- 2. **Project Master Schedule**: A detailed timeline that includes all project activities, milestones, and deadlines. This schedule ensures that all tasks are planned and tracked to meet the project's overall timeline.
- 3. **Quality Assurance/Quality Control Plan**: A plan that defines the quality standards and procedures to be followed throughout the project. This includes methods for quality assurance and quality control to ensure that all deliverables meet the required standards.
- 4. **Security Plan**: A document outlining the security measures and protocols to protect the project's data and infrastructure. This plan ensures that all security risks are identified and mitigated.

5. **Monthly Progress Report**: A report that provides a summary of the project's progress, including completed tasks, upcoming activities, and any issues or risks. This report keeps all stakeholders informed and ensures transparency.

Each of these documents must be reviewed and approved by the AUTHORITY to ensure they meet the Project's requirements and standards. Successful completion and approval of these deliverables will mark the achievement of Milestone 1.

Milestone 2 – Workshop, System Design Review Meetings

For Milestone 2 to be satisfied, the VENDOR must have successfully:

- Scheduled, Held, Documented, and Managed All Required Workshop and System Design Review Meetings: This includes organizing and conducting all necessary workshops and design review meetings as outlined in the RFP and Contract. The VENDOR must ensure that these meetings are well-planned, effectively managed, and thoroughly documented. This documentation should capture all discussions, decisions, and action items to provide a clear record of the meetings.
- 2. **Configuration Management Plan**: Develop and complete a Configuration Management Plan that outlines the processes for managing changes to the system's configuration. This plan ensures that all changes are systematically controlled and documented to maintain the integrity and traceability of the system's configuration.
- 3. **Business Rules Document**: Create a comprehensive Business Rules Document that defines the rules and logic governing the system's operations. This document ensures that all business requirements are clearly articulated and understood by all stakeholders.
- 4. **Requirements Traceability Matrix**: Develop a Requirements Traceability Matrix (RTM) that maps each system requirement to its corresponding design, development, and testing artifacts. The RTM ensures that all requirements are tracked throughout the project lifecycle, providing a clear linkage between requirements and their implementation.

Each of these deliverables must be reviewed and approved by the AUTHORITY to ensure they meet the project's requirements and standards. Successful completion and approval of these tasks will mark the achievement of Milestone 2.

Milestone 3 – Approved System Design, Including Customer-Facing Components

For Milestone 3 to be satisfied, the VENDOR must have completed, with AUTHORITY approval, the following key deliverables:

- Approved System Design: The VENDOR must develop a comprehensive system design that
 meets all specified requirements. This design should encompass all aspects of the system,
 including architecture, components, interfaces, and integration points. The design must be
 reviewed and approved by the AUTHORITY to ensure it aligns with the project's objectives and
 standards.
- Customer-Facing Components: The system design must include detailed plans for all customer-facing components. These components are critical as they directly impact the user experience.
 The design should address usability, accessibility, and functionality to ensure a positive experience for end-users. The AUTHORITY must approve these components to confirm they meet the required standards.

3. System Design Document: The VENDOR must produce a System Design Document that captures all elements of the system design. This document should provide a detailed description of the system's architecture, components, and their interactions. It should also include diagrams, specifications, and any other relevant information to fully describe the system design. The AUTHORITY must review and approve this document to ensure it meets the project's requirements.

Successful completion and approval of these deliverables will mark the achievement of Milestone 3.

Milestone 4 – System Modification and Configuration Demonstration

For Milestone 4 to be satisfied, the VENDOR must have completed, with AUTHORITY approval, the following key deliverables:

- System Modifications and Configuration: The VENDOR must implement all necessary system
 modifications and configurations as specified in the project requirements. This includes making
 any adjustments to the system's functionality, performance, and user interface to ensure it
 meets the desired specifications. The modifications and configurations must be thoroughly
 tested to confirm they work as intended.
- 2. Demonstration with the AUTHORITY: The VENDOR must conduct a comprehensive demonstration of the modified and configured system to the AUTHORITY. This demonstration should showcase all changes and enhancements made to the system, highlighting how they meet the project requirements. The demonstration provides an opportunity for the AUTHORITY to see the system in action and verify that it performs as expected.

The AUTHORITY must review and approve both the system modifications and the demonstration to ensure they meet the project's standards and objectives. Successful completion and approval of these tasks will mark the achievement of Milestone 4.

Milestone 5 - Requirements Plan and Testing

For Milestone 5 to be satisfied, the VENDOR must have completed, with AUTHORITY approval, the following key deliverables:

- Interface Test Plan and Test Results Report: The VENDOR must develop a comprehensive Interface Test Plan that outlines the testing procedures for all system interfaces. This plan should detail the methods and criteria for testing the interactions between different system components. After conducting the tests, the VENDOR must compile a Test Results Report that documents the outcomes, including any issues identified and how they were resolved. The AUTHORITY must review and approve both the test plan and the results report to ensure they meet the project's requirements.
- 2. Requirements Test Plan and Test Results Report: The VENDOR must create a Requirements Test Plan that specifies the testing procedures for verifying that all system requirements are met. This plan should include detailed test cases, expected outcomes, and acceptance criteria. Following the execution of these tests, the VENDOR must produce a Test Results Report that captures the findings, including any discrepancies and their resolutions. The AUTHORITY must review and approve both the test plan and the results report to confirm they align with the project's standards and objectives.

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Successful completion and approval of these deliverables will mark the achievement of Milestone 5.

Milestone 6 – Operational Readiness Plan, Testing and Training

For Milestone 6 to be satisfied, the VENDOR must have completed, with AUTHORITY approval, the following key deliverables:

- 1. **Operations Manual**: The VENDOR must develop a comprehensive Operations Manual that provides detailed instructions on the operation and maintenance of the system. This manual should cover all aspects of system use, including procedures, troubleshooting, and best practices. The AUTHORITY must review and approve the manual to ensure it meets the project's requirements and provides clear guidance for end-users.
- 2. Disaster Recovery Plan: The VENDOR must create a Disaster Recovery Plan that outlines the strategies and procedures for recovering the system in the event of a disaster. This plan should include steps for data backup, system restoration, and continuity of operations. The AUTHORITY must review and approve the plan to ensure it effectively mitigates risks and ensures system resilience.
- 3. Operational Readiness Plan: The VENDOR must develop an Operational Readiness Plan that details the steps necessary to prepare the system for full operational use. This plan should include readiness assessments, resource allocation, and final preparations for go-live. The AUTHORITY must review and approve the plan to confirm that the system is ready for deployment.
- 4. Test Results Report: The VENDOR must conduct thorough testing to verify the system's operational readiness and compile a Test Results Report. This report should document the outcomes of all tests, including any issues identified and their resolutions. The AUTHORITY must review and approve the report to ensure the system meets all performance and functionality requirements.
- 5. **Implementation Plan**: The VENDOR must create an Implementation Plan that outlines the processes for implementing full toll collection services. This plan should include steps for handover, training, and support to ensure a smooth implementation. The AUTHORITY must review and approve the plan to ensure it provides a clear and effective path to full system operation.

Successful completion and approval of these deliverables will mark the achievement of Milestone 6.

Milestone 7 - Go-Live

For Milestone 7 to be satisfied, the VENDOR must have completed, with AUTHORITY approval, the following key deliverables:

- Toll Collections Services Defined in the CONTRACT: The VENDOR must ensure that all Toll
 Collections Services specified in the contract are fully implemented and operational. This
 includes the deployment of all necessary hardware, software, and infrastructure to support the
 toll collection system. The services must be tested and verified to meet the Contract's
 performance and functionality requirements.
- 2. Execution of the Implementation Plan: The VENDOR must execute the Implementation Plan to fully deploy the system for toll collection services. This involves completing all implementation activities, such as final system checks, user training, and handover procedures. The Implementation Plan ensures that the system is ready for live operation and that all stakeholders are prepared for the go-live event.

The AUTHORITY must review and approve the completion of these deliverables to confirm that the system is ready for go-live. Successful completion and approval of these tasks will mark the achievement of Milestone 7.

Milestone 8 – System Acceptance Plan and Test Results

For Milestone 8 to be satisfied, the VENDOR must have completed, with AUTHORITY approval, the following key deliverables:

- 1. System Acceptance Plan and Test Results: The VENDOR must develop a comprehensive System Acceptance Plan that outlines the criteria and procedures for accepting the system. This plan should include detailed acceptance tests to verify that the system meets all contractual requirements and performance standards. After conducting these tests, the VENDOR must compile a Test Results Report that documents the outcomes, including any issues identified and their resolutions. The AUTHORITY must review and approve both the acceptance plan and the test results to ensure they meet the project's standards and objectives.
- 2. **Monthly Performance Measures Monitoring Report**: The VENDOR must produce a Monthly Performance Measures Monitoring Report that tracks the system's performance against predefined metrics. This report should provide a detailed analysis of the system's operational performance, highlighting any deviations from expected performance levels and the corrective actions taken. The AUTHORITY must review and approve this report to ensure ongoing compliance with performance standards.

Successful completion and approval of these deliverables will mark the achievement of Milestone 8.

Milestone 9 – Final Acceptance Report and Documentation

For Milestone 9 to be satisfied, the VENDOR must have completed, with the AUTHORITY approval, the following key deliverables:

- 1. **Complete All Required Contract Documentation**: The VENDOR must ensure that all Contract documents and deliverables have been submitted and Documents that have already been submitted are revised, and if necessary, submitted to the AUTHORITY.
- 2. **Obtain approval from the Authority**: The VENDOR must receive approval from the AUTHORITY for all documentation that has been submitted.
- 3. **Prepare the Final Acceptance Report**: The VENDOR must submit a Final Acceptance Report that summarizes the completion of all Project milestones and confirms that all contractual obligations have been met. The Final Acceptance Report must be approved by the AUTHORITY.

Successful completion and approval of these deliverables will mark the achievement of Milestone 9.

The VENDOR shall submit the initial schedule in its Proposal, and the VENDOR shall maintain an updated set of schedules with these milestones as baseline dates.

The AUTHORITY agrees to pay VENDOR following its normal processes and procedures for all undisputed amounts within thirty (30) calendar days of receipt of a valid invoice, provided the AUTHORITY or AUTHORITY Designee, as applicable, received, approved and/or issued an Acceptance for the particular

component completion and Acceptance of Project Milestones and/or VENDOR has achieved Final Acceptance set forth in the Contract Documents.									

8 Appendix

8.1 Acronyms/Glossary

Acronym	Description
AET	All Electronic Tolling
Al	Artificial Intelligence
ALPR	Automated License Plate Recognition
API	Application Programming Interface
СВО	Customer Back Office
CEO	Chief Executive Officer
CFO	Chief Financial Officer
C-SAT	Customer Satisfaction Score
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
MB	Megabyte
MFA	Multi-Factor Authentication
MIR	Manual Image Review
MOA	Memorandum of Agreement
MVA	Motor Vehicle Administration
N/A	Not Applicable
NSF	Non-Sufficient Funds
NTP	Notice to Proceed
O&M	Operations and Maintenance
OCR	Optical Character Recognition
PCI	Payment Card Industry
PCI - DSS	Payment Card Industry Data Security Standard
PDF	Portable Document Format
PII	Personal Identifiable Information
PMP	Project Management Plan

QC	Quality Control
QSA	Qualified Security Assessor
RMTA	Richmond Metropolitan Transportation Authority
ROI	Region of Interest
ROV	Registered Owner of Vehicle
RFP	Request for Proposal
RTM	Requirements Traceability Matrix
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
U.S.	United States
VCDPA	Virginia Consumer Data Protection Act
VDOT	Virginia Department of Transportation
VTOL	Video Toll
VFOIA	Virginia Freedom of Information Act

8.2 Virginia Codes for Tolling

Pursuant to Virginia Codes related to tolling listed below and others not listed, the VENDOR must comply with and demonstrate a thorough understanding of each as it relates to this RFP. Virginia Code(s) must be followed to collect tolls, recover costs, and provide and receive information to and from the Virginia Department of Transportation. The Virginia Code(s) are essential in ensuring that the VENDOR manages all toll transactions to include detailed records of all actions taken to demonstrate compliance with state law.

Code	Description
§ 33.2-613	Free Use of Toll Facilities by certain state officers and employees; penalties
§ 33.2-614	Disclosure of certain information relating to the use of toll facilities; injunctive relief; attorney fees
§ 33.2-615	Electronic notification of unpaid tolls
§ 46.2-819.3	Use of toll facility without payment of toll; enforcement; penalty
§ 46.2-819.6	Invoice for unpaid toll
§ 46.2-819.8	Toll grace period
§ 46.2-819.9	Agreements for enforcement of tolling violations against nonresidents
§ 59.1-204.1	Tolling of limitation

8.3 Draft Contract for TCS

Draft Contract for TCS will be provided as an Addendum.

8.4 ICDs

The VENDOR shall be responsible for implementing all necessary ICDs to deliver the TCS to the AUTHORITY as required (see ICD specifications in Supplement to Appendix 8.4). The VENDOR shall implement all required Interface Control Documents (ICDs) necessary to exchange information with third parties. Additionally, the vendor shall ensure that all ICDs and their associated data are made accessible to the AUTHORITY, enabling full visibility into the data exchanges and supporting the client's ability to monitor, review, and validate the information as needed. Below is a list of known Interfaces (other interfaces that are standard to the system's operation, such as credit card processing, banking, et al. are not listed):

Lane Integrator and VDOT Interfaces									
Specification	Description includes:	Transaction Flow (with Acknowledgement)							
	Black Box Specification	Lane Integrator to VENDOR							
Virginia Department of Transportation E-ZPass Service Center	Transponder-based lane transactions with a valid or low balance tag	VENDOR to VDOT							
(Black Box) Interface Specifications (VTFG CSC Interface 4.2)	TRECON Posting status of the previous day's processed transactions for Agency 10	VDOT to VENDOR							
License Plate Interface Virginia Toll Facilities Group – VDOT CSC (VTFG License Plate Interface 1.7)	Transponder and License Plates Add license plate to unmatched transponder transactions for processing	VDOT to VENDOR							
	Image-based lane	Lane Integrator to VENDOR							
VTOLL Interface Virginia Toll Facilities Group – VDOT CSC	transactions/Images and transponders with negative balances	VENDOR to VDOT							
(VTFG VTOLL File Interface 3.5.2b)	Resubmit unposted transponder transactions with an added license plate (1 time) before pursuing a pay-by-plate	VENDOR to VDOT							

	VTOL Reconciliation and Disposition	VDOT to VENDOR								
Corrections File Interface		Lane Integrator to VENDOR								
(VTFG Toll Corrections File Interface 1.8a)	Fare Corrections	VENDOR to VDOT								
IRECON (VTFG IAG Reconciliation Response File Interface 1.1)	Posting the status of the previous day's processed transactions for IAG agencies	VDOT to VENDOR								
	DMV Lookup Interfaces									
	DMV Lookups – In-state									
	DMV Lookups – Out-of-state									
	DMV Holds / Release									
Specification	Description includes:	Transaction Flow (with Acknowledgement)								
	Vehicle Registration Withholding For Video Toll Program (DMV Agreement Overview)									
DMV Vehicle Registration Withholding Video Tolling Stop Process	DMV Government Information Use Application	VENDOR to VIRGINIA DEPARTMENT OF MOTOR VEHICLES								
	DMV Application for Extranet Transaction Access (US 532 EER)									
	DMV's Secure Transfer Portal (MOVEit DMZ) - Production									
	Court Interfaces									
Specification	Description includes:	Transaction Flow (with Acknowledgement)								
Supreme Court of Virginia Electronic Summons	Supreme Court of Virginia Electronic Summons Program Quick Reference Guide	VENDOR to COURT								
Implementation Guidelines Revision: 3.0	Revision 2.0	COURT TO VENDOR								

8.5 Performance Requirements – KPIs/SLA

The VENDOR shall provide the Toll Collection Services (TCS) that are designed to meet the Performance Requirements in the Scope of Work and all associated appendices.

The AUTHORITY requires that the VENDOR continuously maintain and operate the TCS in accordance with the standards of the performance identified in these performance requirements, beginning with the first month of operations. In addition, as part of the integration of the TCS, the VENDOR shall confirm that the System meets the standards of performance identified in these performance requirements.

The AUTHORITY intends to focus on the outcomes of the TCS by minimizing the number of performance requirements to be tracked, monitored and reported on a monthly basis while still maintaining a high level of confidence in the performance of the TCS. To accomplish this, the AUTHORITY has aligned performance requirements based on various business needs, industry standards, and customer expectations. The AUTHORITY will use a performance scorecard to track the VENDOR's compliance with the performance requirements.

Each failure to meet performance requirements will result in non-compliance and a reduction of the fines for the reporting period. At the end of the reporting period, all non-compliance reductions will be summed with a maximum of 25% of the monthly invoice resulting in an adjustment to the VENDOR's invoice.

The VENDOR's performance will be monitored by the AUTHORITY and shall be rated based on the VENDOR's ability to meet these performance requirements. The VENDOR shall use the approved measurement and reporting methods, developed collaboratively with the AUTHORITY to report on the CONTRACTOR's performance against these performance requirements. Where appropriate, the CONTRACTOR's MOMS and other monitoring systems will have functionality specific to measure these performance requirements efficiently.

The CONTRACTOR shall use best efforts to minimize the impacts that result from the failure to meet the performance requirements, regardless of whether invoice adjustments are made. Furthermore, the CONTRACTOR shall take corrective action to immediately remedy any failures to meet the performance requirements and to provide a root cause analysis and corrective action plan to the AUTHORITY for approval that documents the corrective action taken to prevent future reoccurrence of the problem associated with the non-compliance.

For requirements that are sample-based, the sample sizes for each requirement shall be N = log (1 - C) / log (A) where:

N = Number in the sample

C = Confidence level

A = Accuracy

A value of 90% shall be used for the confidence levels unless otherwise noted in the requirement. Accuracy and confidence levels are expressed as decimals.

Time-based requirements shall be confirmed for a full month of data.

The SLA Table 1 is a summary of the performance measures and associated non-compliance percentage points. Table 2 is a sample Monthly Performance Scorecard that will be used to assess monthly performance adjustments.

Non-compliance will not be assessed for incidents outside of the CONTRACTOR's control. For example, the Commonwealth of Virginia's DMV system being offline, natural disasters, time during approved maintenance outages, or other mutually agreeable events.

In the case where an incident affects multiple performance requirements, the CONTRACTOR will not be assessed non-compliance for with multiple requirements. The non-compliance for the incident will be assessed against the performance requirement that results in the highest assessed percent reduction for the incident.

Unless otherwise stated, all calculations should be rounded to the nearest hundredth (0.001) and percentage points are assessed for any calculation above the stated performance requirements. For example, if the uptime requirement is 99.950%, an uptime of 99.949% will be assessed 0.50 percentage points. An uptime of 99.850% will be assessed 0.50 percentage points while an uptime of 99.849% will be assessed 1.0 percentage points.

A value of 90.00% shall be used for the confidence level during the operations phases unless otherwise noted in the requirement to select a sample size for each test.

The CONTRACTOR shall track and report on the performance measures and any known revenue loss conditions.

8.5.1 Phase 2 Revenue Guarantee (optional) Performance Requirements

During the Revenue Guarantee phase of the contract, the VENDOR must maintain or exceed all Phase 1 performance requirements as specified in the SLA Table 1 and Monthly Performance Scorecard (Table 2). Continuing these performance standards ensures the VENDOR maintains high service levels while delivering the guaranteed revenue model.

While the VENDOR assumes the revenue risk in Phase 2, they must continue to:

- Meet all performance requirements established in Phase 1
- Maintain transparent reporting of collection activities
- Follow approved business rules and procedures
- Comply with all applicable laws and regulations
- Preserve the AUTHORITY's reputation and ability to collect tolls

Failure to maintain these standards during the Revenue Guarantee phase may result in:

Adjustment of the guaranteed revenue amount

- Reassessment of the revenue guarantee agreement
- Return to Phase 1 performance-based structure
- Contract termination for cause

The AUTHORITY reserves the right to audit the VENDOR's practices and performance during the Revenue Guarantee phase to ensure compliance with these requirements.

Performance Requirements - KPIs/SLA TABLE 1

SLA	Туре	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 a correctly processed license plate recognition and identification of state jurisdiction, alphanumeric, and plate type. 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 = Count of Transactions incorrectly auto-processed / Count of all Transactions in the sample.	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 meets 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 monthly report 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 nonzero 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	99.90%	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 = Count of Transactions incorrectly processed manually from sample / Count of all Transactions in the sample.	1.00% for each 0.10% below requirement	99.00%	1.00%	0.10%

SLA	Туре	Performance Metric	Measurement	Frequency	Performance Level Requirement	Calculation Approach	Non- Compliance Percentage Reduction	Performance Required	Percent Deduction	Per Below
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 needed to process a single transaction. It represents the percentage of Transactions processed by the VENDOR within the required period.	Step 1 – The TCS shall create a report to count the number of late Transactions = Transactions meeting the following condition: (Time Transaction was posted to an account in ms) - (Transaction received time in ms) > 48 hours 00 min 00 seconds. Step 2 – Calculate the 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%
4.A	Image Transaction Processing	Average Time to Process Transaction Review (Automated and Human Transaction Review Combined)	100.00%	Five (5) Business Days	This performance measure measures the average time needed to process a single transaction. It represents the percentage of Transactions processed by the VENDOR within the required period	Step 1 – The TCS shall create a report to count the number of late Transactions = Transactions meeting the following condition: (Time Transaction was posted to an account in ms) - (Transaction received time in ms) > 120 hours 00 min 00 seconds. Step 2 – Calculate the percentage of late Transactions = (Count of late Transactions / Total transactions for the five (5) business days *100)	1.00% for each 0.10% below requirement	100.00%	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 needed 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.	Step 1 – The TCS shall create a report to count the number of late DMV in-state ROV Lookups = DMV in-state ROV Lookup meeting the following condition: (Time DMV in-state ROV Lookups were sent to a DMV in business days) > two (2) business days. Step 2 – Calculate the 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%

SLA	Туре	Performance Metric	Measurement	Frequency	Performance Level Requirement	Calculation Approach	Non- Compliance Percentage Reduction	Performance Required	Percent Deduction	Per Below
5.A	Revenue Collection	Processing - DMV in-state ROV Lookup	100.00%	Five (5) Business Days	This performance measure measures the time needed 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.	Step 1 – The TCS shall create a report to count the number of late DMV in-state ROV Lookups = DMV in-state ROV Lookup meeting the following condition: (Time DMV in-state ROV Lookups were sent to a DMV in business days) > five (5) business days. Step 2 – Calculate the 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 five (5) business days *100)	0.50% for each 1.00% below requirement	100.00%	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 needed 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.	Step 1 – The TCS shall create a report count number of late DMV out-of-state ROV Lookups = DMV out-of-state ROV Lookup meeting the following condition: (Time DMV out-of-state ROV Lookups were sent to a DMV in business days) > three (3) business days. Step 2 – Calculate the percentage of late DMV out-of-state ROV Lookup = (Count of late DMV out-of-state ROV Lookup / Total DMV out-of-state ROV Lookups in the same three (3) business days *100)	0.50% for each 1.00% below requirement	95.00%	0.50%	1.00%
6.A	Revenue Collection	Processing - DMV out-of- state ROV Lookup	100.00%	Five (5) Business Days	This performance measure measures the time needed 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.	Step 1 – The TCS shall create a report count number of late DMV out-of-state ROV Lookups = DMV out-of-state ROV Lookup meeting the following condition: (Time DMV out-of-state ROV Lookups were sent to a DMV in business days) > five (5) business days. Step 2 – Calculate the percentage of late DMV out-of-state ROV Lookup = (Count of late DMV out-of-state ROV Lookup / Total DMV out-of-state ROV Lookups in the same five (5) business days *100)	0.50% for each 1.00% below requirement	100.00%	0.50%	1.00%

SLA	Туре	Performance Metric	Measurement	Frequency	Performance Level Requirement	Calculation Approach	Non- Compliance Percentage Reduction	Performance Required	Percent Deduction	Per Below
7	Revenue Collection	Processing - Invoicing and Notices	99.00%	Two (2) Business Days	This performance measure measures the time it takes to generate and mail invoices and notices by the vendor after a successful DMV lookup has been received. It represents the percentage of Invoices and Notices generated and mailed by the VENDOR within the required period.	Step 1 – The TCS shall create a report to count the number of late Invoices and Notices sent to the customer = Invoices and Notices sent meeting the following condition: (Time Invoices and Notices were sent in business days) > two (2) business days after successful DMV Lookup received. Step 2 – Calculate the percentage of late Invoices and Notices sent to the customer = (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%
7.A	Revenue Collection	Processing - Invoicing and Notices	100.00%	Three (3) Business Days	This performance measure measures the time it takes to generate and mail invoices and notices by the vendor after a successful DMV lookup has been received. It represents the percentage of Invoices and Notices generated and mailed by the VENDOR within the required period.	Step 1 – The TCS shall create a report to count the number of late Invoices and Notices sent to the customer = Invoices and Notices sent meeting the following condition: (Time Invoices and Notices were sent in business days) > three (3) business days after successful DMV Lookup received. Step 2 – Calculate the percentage of late Invoices and Notices sent to the customer = (Count of late Invoices and Notices sent / Total Invoices and Notices sent in the same three (3) business days *100)	1.00% for each 0.10% below requirement	100.00%	1.00%	0.10%
8	Revenue Collection	Accuracy Rate - Invoicing and Notices	99.90%	Monthly	This performance measure measures the vendor's accuracy in invoice and notice generation. It represents the percentage of Invoices and Notices correctly generated by the Vendor's system.	Step 1 – The TCS shall create a monthly report for 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 created accurately / Count of all Invoices and Notices created.	1.00% for each 0.10% below requirement	99.90%	1.00%	0.10%

SLA	Туре	Performance Metric	Measurement	Frequency	Performance Level Requirement	Calculation Approach	Non- Compliance Percentage Reduction	Performance Required	Percent Deduction	Per Below
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 the VENDOR applies to the customer account within the required period.	Step 1 – The TCS shall create a report to count the 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 the 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%
9.A	Revenue Collection	Processing - Payment Processing	100.00%	Three (3) Business Days	This Performance Measure measures the time of Payment Processing by the VENDOR. It represents the percentage of Payments the VENDOR applies to the customer account within the required period.	Step 1 – The TCS shall create a report to count the number of late Payments Processed = Payments received meeting the following condition: (Time Payments were received in business days) > three (3) business days. Step 2 – Calculate the percentage of late Payments Processed = (Count of late Payments Processed / Total Payments Processed in the same three (3) business days *100)	0.20% for each 1.00% below requirement	100.00%	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 to the customer account by the VENDOR's system.	Step 1 – The TCS shall create a monthly report from all Payments Processed. Step 2 – Audit an agreed number of Payments.	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 Invoice(s) that are applied to the correct account.	Step 1 – The TCS shall create a report to count the 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 the percentage of Late Invoices Collected / Total	0.50% for each 1.00% below requirement	40.00%	0.50%	1.00%

SLA	Туре	Performance Metric	Measurement	Frequency	Performance Level Requirement	Calculation Approach Invoices Collected in the same forty-	Non- Compliance Percentage Reduction	Performance Required	Percent Deduction	Per Below
						five (45) calendar days *100)				
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 First Notice(s) that are applied to the correct account.	Step 1 – The TCS shall create a report to count the 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 the 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 Second Notice(s) and applied to the correct account.	Step 1 – The TCS shall create a report to count the 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 the 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 Legal Notice(s) and applied to the correct account.	Step 1 – The TCS shall create a report to count the number of Legal Notices Collected = Late Legal Notices Collected meeting the following condition: (Time Legal Notices Collected in calendar days) > one hundred and twenty (120) calendar days. Step 2 – Calculate the percentage of	0.50% for each 1.00% below requirement	25.00%	0.50%	1.00%

SLA	Туре	Performance Metric	Measurement	Frequency	Performance Level Requirement	Calculation Approach	Non- Compliance Percentage Reduction	Performance Required	Percent Deduction	Per Below
						Late Legal Notices Collected = (Count of Late Legal Notices Collected / Total Legal Notices Collected in the same one hundred and twenty (120) calendar days *100)				
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 DMV Holds put on accounts and applied to the correct account.	Step 1 – The TCS shall create a report to count the number of DMV Holds Collected = DMV Holds Collected meeting the following condition: (Time DMV Holds Collected in calendar days) > seven hundred and thirty (730) calendar days. Step 2 – Calculate the percentage of Late DMV Holds Collected = (Count of DMV Holds Collected / Total DMV Holds Collected in the same seven hundred and thirty (730) calendar days *100)	0.50% for each 1.00% below requirement	TBD	0.50%	1.00%
12	Customer Service and Operations	Call Abandonment Rate	<5.00%	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 the number of abandoned calls = Customers who ended the call before reaching an agent (items to be excluded will be agreed upon). Step 2 – Calculate the percentage of abandoned calls = (Count the abandoned calls / Total number of customer calls *100)	1.00% for each 1.00% below requirement	<5.00%	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 the 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 the percentage of late Disputes Resolved = (Count of late Dispute Resolved / Total	1.00% for each 1.00% below requirement	95.00%	1.00%	1.00%

SLA	Туре	Performance Metric	Measurement	Frequency	Performance Level Requirement	Calculation Approach	Non- Compliance Percentage Reduction	Performance Required	Percent Deduction	Per Below
						Disputes received in the same five (5) business days *100)				
13.A	Customer Service and Operations	Processing - Dispute Resolution	100.00%	Seven (7) 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 the number of Disputes not resolved = Disputes resolved meeting the following condition: (Time Disputes were received in business days) > seven (7) business days. Step 2 – Calculate the percentage of late Disputes Resolved = (Count of late Dispute Resolved / Total Disputes received in the same seven (7) business days *100)	1.00% for each 1.00% below requirement	100.00%	1.00%	1.00%
14	Customer Service and Operations	Accuracy - Dispute Resolution	99.99%	Monthly	This performance measure measures the vendor's accuracy in the dispute resolution process. It represents the percentage of Disputes correctly managed by the Vendor.	Step 1 – The TCS shall create a monthly report 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	99.9%	Monthly - Excluding Monthly Maintenance	This Performance Measure measures the Vendor's System Availability by the amount of uptime. It represents the percentage of Availability in the Vendor's System that 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% - 99.9%)). Step 2 – The Vendor shall calculate the 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.	0.25% for each 0.10% below requirement	99.9%	0.25%	0.10%

SLA	Туре	Performance Metric	Measurement	Frequency	Performance Level Requirement	Calculation Approach	Non- Compliance Percentage Reduction	Performance Required	Percent Deduction	Per Below
16	System	Data Exchange	99.9%	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 that 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% - 99.9%)). Step 2 – The Vendor shall calculate the 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.	0.25% for each 0.10% below requirement	99.9%	0.25%	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 monthly report for all Reports generated by the TCS System. Step 2 – Audit an agreed number of Reports to verify. 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% Fully Operational	Event Ending	This Performance Measure measures the time the Vendor takes to recover the System to be fully operational as per the disaster recovery plan. It represents the percentage of time the VENDOR takes to restore the System to be fully operational within the required time.	Step 1 – Calculate the amount of Downtime the TCS System was not operational (in Minutes). Step 2 – Actual Downtime of TCS System excluding exclusions allowable by the AUTHORITY (such as approved maintenance windows) > two-hundred forty (240) minutes.	1.00% for each 0.10% below requirement	99.99%	1.00%	0.10%
Repor		Requirements - No Performa					1 .			
1	Communication	Client	100.00%	30 Minutes Upon Receipt during the AUTHORITY's Business Hours	This Performance Measure measures the VENDOR's acknowledgement of AUTHORITY Communications. It represents the percentage of responses by the Vendor within the required time.	Step 1 – Calculate the Time the VENDOR took to acknowledge each Client Communication (in Minutes). Step 2 – Count the number of AUTHORITY Communications excluding exclusions allowable by the AUTHORITY > thirty (30) minutes.	N/A	N/A	N/A	N/A

SLA	Туре	Performance Metric	Measurement	Frequency	Performance Level Requirement	Calculation Approach	Non- Compliance Percentage Reduction	Performance Required	Percent Deduction	Per Below
2	Customer Service and Operations	Customer Satisfaction Score	87.00%	Monthly	This Performance Measure measures Customer Satisfaction as a key performance indicator of how the VENDOR's provides customer service and product quality upon a mutually agreed process with the AUTHORITY.	Step 1 – The TCS shall create a report to count the number of satisfied customer surveys = Customers who provided positive feedback in a customer survey. Step 2 – Calculate the 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 within the required time frame (one minute – daily/weekly, two minutes – monthly, three minutes – quarterly/annual), excluding AUTHORITY-approved maintenance.	Step 1 – The TCS system shall create a monthly report 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 lookup output by indicating the percentage of successful matches to a registered owner vehicle (ROV).	Step 1 – The TCS shall create a monthly report 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 successful matches to a registered owner vehicle (ROV).	Step 1 – The TCS shall create monthly reports for all DMV in-state ROV Lookups processed. Step 2 – Calculate success rate percent value = Count of DMV instate ROV Lookup results / Count of all DMV in-state ROV Lookups sent.	N/A	N/A	N/A	N/A

Performance Requirements – KPIs/SLA TABLE 2

	TABLE 2 - VENI	DOR's Monthly Performance Scorecard	
	Reporting		
	Туре	Performance Metric	Percent Reduction
		ice Requirements - With Performance Deduction	
1	Image Transaction Processing	Accuracy Rate - Automated	%
2	Image Transaction Processing	Automation Rate - Automated	%
3	Image Transaction Processing	Accuracy Rate - Human Image Review	%
4	Image Transaction Processing	Average Time to Process Transaction Review	%
		Subtotal:	%
5	Revenue Collection	Processing - DMV in-state ROV Lookup	%
6	Revenue Collection	Processing - DMV out-of-state ROV Lookup	%
7	Revenue Collection	Processing - Invoicing and Notices	%
8	Revenue Collection	Accuracy Rate - Invoicing and Notices	%
9	Revenue Collection	Processing - Payment Processing	%
10	Revenue Collection	Accuracy - Payment Processing	%
11 A	Revenue Collection	Collection Performance - Invoice	%
11B	Revenue Collection	Collection Performance - First Notice	%
11 C	Revenue Collection Collection Performance - Second Notice		%
11 D	Revenue Collection	ue Collection Collection Performance - Legal Notice	
11 E	Revenue Collection	Collection Performance - DMV Hold	%
		Subtotal:	%
12	Customer Service and Operations	Call Abandonment	%
13	Customer Service and Operations	Processing - Dispute Resolution	%
14	Customer Service and Operations	Accuracy - Dispute Resolution	%
		Subtotal:	%
15	System	Availability	%
16	System	Data Exchange	%
17	System	Reporting Accuracy	%
18	System	Disaster Recovery	%
		Subtotal:	%
		Total:	×.
		nents - No Performance Deductions	Percent Non-Reduction
1	Communication	Customer	%
2	Customer Service and Operations	Customer Satisfaction Score	%
3	System	Reporting Production	%
4	Revenue Collection	Rate - DMV out-of-state ROV Lookup	%
5	Revenue Collection	Rate - DMV in-state ROV Lookup	%
		Total:	%

[&]quot;Maximum reduction of 25.00% per month

8.6 Lane Count - Current and Proposed Future

Reference separate document Appendix 8.6 Lane Count – Current and Proposed Future.

8.7 Business Rules Matrix

Reference separate document Appendix 8.7 Business Rules Matrix

8.8 Requirements Matrix

Reference separate document Appendix 8.8 Requirements Matrix

8.9 Reporting Matrix

Reference separate document Appendix 8.9 Reporting Matrix

8.10 Draft Future Transaction Process Workflow

Reference separate document Appendix 8.10 Draft Future Transaction Process Workflow

8.11 Traffic and Expected Revenue

Historical traffic and revenue reports are available on the AUTHORITY'S website at www.rmtaonline.org.

8.12 Fines and Civil Penalties Table

Description	Per 2 Axles Transaction	Per Notice	Fines and Civil Penalties Carry Over	Total Fines and Civil Penalties
Pay-by-Plate Invoice	Estimated \$1.00 - \$2.00	\$0.00	N/A	Not applicable
First Notice		\$25.00	Yes	Unpaid tolls plus \$25.00
Second Notice		\$25.00	Yes	Unpaid tolls, \$25.00 from the First Notice, plus \$25.00
Legal Notice		\$50.00	Yes	Unpaid tolls, \$25.00 from the First Notice, \$25.00 from the Second Notice, plus \$50.00
DMV Hold Notice		\$250.00	Yes	Unpaid tolls, \$25.00 from the First Notice, \$25.00 from the Second Notice, \$50.00 from the Legal Notice, plus \$250.00
Court Adjudication		\$250.00	Yes	Unpaid tolls, \$25.00 from the First Notice, \$25.00 from the Second Notice, \$50.00 from the Legal Notice, plus \$250.00

8.13 Current Toll Rates Table

The toll rate tables below are as of October 2024. This discounted rate is only available if the customer's VDOT issued transponder is mounted correctly and has sufficient funds.

8.13.1 Powhite Parkway

Powhite Parkway Mainline	Cash + Out-of-State E-	Virginia E-ZPass
	ZPass	
Two Axle	\$1.00	\$0.90
Three Axle	\$1.10	\$1.10
Four Axle	\$1.20	\$1.20
Five Axle	\$1.30	\$1.30
Forest Hill Avenue	Cash + Out-of-State E-	Virginia E-ZPass
	ZPass	
Two Axle	\$1.00	\$0.90
Three Axle	\$1.10	\$1.10
Four Axle	\$1.20	\$1.20
Five Axle	\$1.30	\$1.30
Douglasdale Road	Cash + Out-of-State E-	Virginia E-ZPass
	ZPass	
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

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

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

- 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
- 9.8 FORM H Contract Exceptions