



March 20, 2025
Richmond Metropolitan
Transportation Authority (RMTA)

ADDENDUM 2 RMTA REQUEST FOR PROPOSAL TOLL COLLECTION SERVICES

This addendum includes clarifications, responses to vendor inquiries, and updates to certain sections of the RFP.

RFP Section Replacement

The following section has been updated and should replace the corresponding section in the original RFP.

Original RFP

7.15 Representations and Warranties

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.

Updated RFP

7.15 Representations and Warranties

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 inform the AUTHORITY in writing. The AUTHORITY shall determine its options. VENDOR'S failure to notify the AUTHORITY shall release the AUTHORITY of any obligation to provide additional compensation for the work completed.

RFP Section Removal

The following section has been removed from the RFP:

7.15 Representations and Warranties

- k. At the AUTHORITY's reasonable request or as necessary, VENDOR may establish or maintain an office in the Richmond area as needed

Finalized Document – Draft Contract for TCS (Appendix 8.3)

The **Draft Contract for Toll Collection Services (Appendix 8.3)** was previously listed as a placeholder in the original RFP. This document is now available and has been posted separately as part of this addendum.

Revisions to Forms

Revised versions of Form A Certification and Form E Detailed Project Descriptions have been posted separately as part of Addendum 2.

Additionally, Form H Contract Exceptions has been provided separately as part of this addendum.

RMTA Policies

The following policies have been included in this addendum. These policies address the write-off of uncollectible tolls, record retention requirements, and the disposition of funds from inactive accounts.

Vendor Inquiries

Pursuant to Section 2.9 Comments, Questions, and Request for Clarification, the Richmond Metropolitan Transportation Authority is posting additional information for Request for Proposal of Toll Collection Services.

Below are all questions received as of 12:00 pm ET March 20, 2025. Responses are provided where applicable, while certain inquiries will be addressed in Amendment 3 (this will be indicated within the response as appropriate):

Q1: The final Contract seems to be missing along with the posting deadline that would be described in 2.7. When will Appendix 8.3 be provided for initial comment and review?

A: Appendix 8.3 has been posted separately as part of Addendum 2.

Q4: Form H appears missing. Please provide.

A: Form H has been posted separately as part of Addendum 2.

Q11: Can a vendor bid on the DMV acquisition portions of the RFP only??

A: No.

Q12: Has the current contract gone full term?

A: No, this is the first contract for toll collection services. The current agreement is with VDOT who provides violation and E-Z Pass services.

Q13: Have all options to extend the current contract been exercised?

A: No, this is the first contract for toll collection services. The current agreement is with VDOT who provides violation and E-Z Pass services.

Q14: Who is the incumbent, and how long has the incumbent been providing the requested services?

A: This is the first contract for toll collection services. The current agreement is with VDOT who provides violation and E-Z Pass services.

Q15: How are fees currently being billed by any incumbent(s), by category, and at what rates?

A: None, this is the first contract for toll collection services. Current agreement is with VDOT who provides violation and E-Z Pass services.

Q16: What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?

A: Historical data is not available.

Q17: To how many vendors are you seeking to award a contract?

A: Up to three vendors, i.e. A separate manual image review vendor and a separate toll collection vendor.

Q18: To what extent are these accounts owed by private consumers versus commercial businesses?

A: There are no accounts currently.

Q19: Will accounts be primary placements, not having been serviced by any other outside collection agency, and/or will you also be referring secondary placements? If so, should bidders provide proposed fees for secondary placements also?

A: This is a toll collection service contract from invoicing up to court adjudication. Invoicing is not separate from collections.

Q20: What collection attempts are performed or will be performed internally prior to placement?

A: None.

Q21: Will the selected vendor be allowed to litigate balances exceeding a certain dollar amount on your behalf, with your explicit approval?

A: No, the AUTHORITY will manage court adjudication. The VENDOR is required to provide the evidence package.

Q22: What is the total dollar value of accounts available for placement now by category, including any backlog?

A: Historical data is not available.

Q23: What is the total number of accounts available for placement now by category, including any backlog?

A: Historical data is not available.

Q24: What is the average balance of accounts by category?

A: Historical data is not available.

Q25: What is the average age of accounts at placement (at time of award and/or on a going-forward basis), by category?

A: Historical data is not available.

Q26: What is the monthly or quarterly number of accounts expected to be placed with the vendor(s) by category?

A: Historical data is not available.

Q27: What is the monthly or quarterly dollar value of accounts expected to be placed with the vendor(s) by category?

A: Historical data is not available.

Q28: What has been the historical rate of return or liquidation rate provided by any incumbent(s), and/or what is anticipated or expected as a result of this procurement?

A: Historical data is not available.

Q29: Can you please indicate what inbound and outbound contact methods, beyond phone calls or letters (such as email and text), would be permitted by the scope of work?

A: See Requirements in the RFP.

Q30: Please reconfirm the due date for this procurement by providing it in response to answers to questions.

A: See Addendum 1.

Q31: What is the date by which you will answer these questions?

A: See Addendum 1.

Q32: If there was a previous solicitation for these services, what was its title, number, release date, and due date?

A: There was no previous solicitation.

Q33: Can you please provide greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?

A: See RFP. There are no set requirements.

Q34: Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?

A: No. the evaluation will be partially be based on the pricing (see RFP).

Q35: Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.

A: There is no current vendor.

Q36: Section: General Proposal Formatting: The instructions for the proposal response, and the order of the document sections to be submitted, are unclear. Addendum 1, response to question 5 still does not clarify which is the superseding instruction for ordering the proposal for submission. For example, Section 2.3 - Proposal (page 22) gives an outline of the comprehensive proposal with elements 1- 15 with sub-sections (a, b,c.....). The end of 2.3 also further references the use of the format in section 2.12. Section 2.12 Format and Page Limitation (page 27), seems to show a different order format 2.12.2 – 2.12.7, for the response. Additionally Form B – RFP Responsiveness Verification also lists an order as well - 2 (a-k), and 3 (a-d). Please confirm the correct instructions and section VENDOR are to follow for preparing the order and response sections to ensure a compliant proposal submission.

A: The proposal must consist of 40 double-sided pages, totaling 80 individual pages. The sections from the Request for Proposal (RFP) that the vendor is required to address within their 40-page double-sided proposal are as follows:

Section 2.12.2: Transmittal Letter and Executive Summary

Section 2.12.3: Relevant Experience and Qualifications

Section 2.12.5: Approach to Services

Section 2.3:

Bullet 1: Company Profile

Bullet 2: Experience and Expertise

Bullet 3: Technical Solution

Bullet 4: Operational Approach

Bullet 5: Implementation Plan (high level)

Bullet 6: Performance Guarantees

Bullet 7: Innovation and Technology

Bullet 15: Additional Information

Exclusions: The following items are not included in the 40 pages limit:

Resumes

Forms (A - H), including of 2.12.4 References form D and E

Matrices

Q37: Section 5 – Approach to the Services has several sub sections which have items and wording that specify Describe the VENDOR's experience, Describe how the VENDOR will, Describe the VENDORS approach - throughout the section. Please confirm whether these requests to describe are to be included in which section of the response. ie 2.3 – subsection 3- technical solution, 4 – operational approach, 5 – implementation plan etc, OR in 2.12.5, Approach to services, OR in Form B 2 (g) Approach to Services?

A: See response to inquiry 36 (Q36).

Q38: Will you be answering our question before the deadline?

A: Yes.

Q39: Since our expertise is specifically in payment processing and the customer experience around payments, there is quite a bit that we would not be able to provide in terms of the entire scope of the project.

With that, would you prefer that we:

- 1. Respond only to the relevant payment processing sections of the RFP?**
- 2. Partner with primary service providers who are submitting proposals and integrate our platform into their response?**
- 3. Or is there another approach you'd recommend to best align with RMTA's needs?**

A: RMTA anticipates that cash payment network providers will partner with several primary service providers who are submitting proposals.

Q40: We are a firm that specializes in debt collections. Could we just apply to provide the delinquent account collections part of the contract?

A: No. RMTA anticipates that collection firms will partner with several primary service providers who are submitting proposals.

Q41: How many delinquent accounts does the Authority expect it will refer for debt collections?

A: RMTA has no projections for delinquent. RMTA will work with the selected provider on in finalizing business rules and fees and fines.

Q42: If a delinquent account requires litigation services, could said services be subcontracted to an Authority-approved law firm in Virginia?

A: RMTA will manage the court adjudication. The Vendor is required to provide the electronic submittal of the evidence package and the automated printed version of the evidence package.

Q43: Is the 'Documentation Required,' like the RMTA - 1 Project Management Plan (PMP), to be included with the proposal or only in the event of an award?

A: The PMP is to be addressed at a high level and the plan is one of the deliverables that is associated with a milestone payment.

Q44: We manage all collections for our clients from our office locations. If shortlisted, would the Authority be willing to visit our office in lieu of "at an agency deploying their service with a similar scope to the Authority?"

A: Yes.

Q45: Who covers the cost of the site visit?

A: RMTA will cover their cost for the site visit.

Q46: FORM G: Price Proposal: Could the Authority provide volumes for the three image-based toll transaction tiers (1, 2, and 3)?

A: The volumes in Form G are planned to be released in Addendum 3 next week.

Q47: 2.2.1 System Integration and Testing: Could the Authority provide additional details relative to the compressed files described by the following RFP excerpt "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."

1. For the individual image transactions that are compressed, what is the compression factor (percentage) used?

A: This inquiry is planned to be addressed in Amendment 3.

Q48: 2.2.3 Image Processing: Could the Authority provide additional details relative to the size and quality of the image transactions sent from the A-to-Be Lane system?

1. What is the pixel size (H and V) of the rear of the vehicle images, and the size of the region of interest (ROI) image cutout sent to the VENDOR?

2. Are the lane images in color, black and white, or captured with infrared lighting?

A: This inquiry is planned to be addressed in Amendment 3.

Richmond Metropolitan Transportation Authority (RMTA)

FORM E Detailed Project Descriptions

Of the projects that were previously listed on **Form D**, please select 3 (three) projects that you would like to highlight that are most relevant to this procurement.

Project 1

Client Name

Project Name

Project Description

Project Pricing/Budget

Entity's Contract Value

Client Contact Information

Name of Client Contact

Email

Phone

Project 2

Client Name

Project Name

Project Description

Project Pricing/Budget

Entity's Contract Value

Client Contact Information

Name of Client Contact

Email

Phone

Project 3

Client Name

Project Name

Project Description

Project Pricing/Budget

Entity's Contract Value

Client Contact Information

Name of Client Contact

Email

Phone

*ATTACHMENT TO RFP FOR
TOLL COLLECTION SERVICES*

SUBJECT TO REVISION AT DISCRETION OF RMTA

DRAFT TOLL COLLECTION SERVICES AGREEMENT

THIS AGREEMENT FOR TOLL COLLECTION SERVICES (the “Agreement”) is made and entered into as of this ____ day of ____, 2025, by and between the **Richmond Metropolitan Transportation Authority** (“RMTA” or the “Authority”), a political subdivision of the Commonwealth of Virginia, and _____, a _____ (“Vendor”);

WITNESSETH

WHEREAS, the Authority owns and operates a tolled Expressway System, and desires certain toll collection services in connection therewith;

WHEREAS, the Authority issued a Request for Proposal (“RFP”) on March 13, 2025, for the provision of toll collection services (“TCS”);

WHEREAS, Vendor submitted a proposal (the “Proposal”) on _____ in response to the RFP, and the Authority has selected the Vendor’s Proposal as the winning proposal;

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual undertakings of the Parties to this agreement, the Authority and Vendor hereby agree to the following terms and conditions:

**ARTICLE I
SCOPE OF SERVICES**

1.1 Except as otherwise set forth in this Agreement, the scope of the duties and responsibilities of the Parties include all those set forth in the RFP and Addendums thereto, collectively referred to as “RFP,” (Exhibit A), and the Proposal (Exhibit B), this Agreement and any amendment to this Agreement. Exhibits A and B are attached to and made a part of this Agreement by reference.

1.2 In the event any conflict arises between or among the terms of this Agreement, the RFP and the Proposal, the documents shall be controlling in the following order of precedent: this Agreement (as it may be amended from time to time); the RFP (attached hereto as Exhibit A) and the Proposal (attached hereto as Exhibit B). If not defined herein, capitalized terms used in this Agreement shall have the same meaning assigned in the RFP.

1.3 Upon consideration of the proposed pricing models as set forth in the RFP, the compensation arrangement is subject to further negotiation and will be memorialized and attached hereto as Exhibit C, or as may be agreed to by the Authority and Vendor with respect to such task order or work authorization.

ARTICLE II COMMENCEMENT AND TERM

2.1 This Agreement shall become effective upon complete execution by the Parties hereto.

2.2 The Contract 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.

ARTICLE III PAYMENT

3.1 Upon successful completion of each milestone, as specified in the RFP, the Vendor will be authorized to submit an invoice for the corresponding payment as set forth in Exhibit C. Vendor's statements shall be in such detail as the Authority may reasonably require to show the detailed nature and extent of services performed. Payment shall be made by the Authority within thirty (30) calendar days of receipt of a valid invoice, provided the Authority or its designee, as applicable, received, approved and/or issued an acceptance for the particular payment of such itemized invoice. The Authority shall notify Vendor of any disputed amount within ten (10) business days from date of the invoice, give reasons for the objection and promptly pay the undisputed amount.

3.2 For any disputed amount, upon notice by the Authority or its designee as contemplated in Section 3.1, Vendor shall have seven (7) days within which to respond and to submit a new invoice incorporating any changes or corrections requested by the Authority. In the event the Parties are unable to agree, Vendor's project manager must meet with the Authority's designated representative to attempt to resolve the dispute. If the Parties' representatives cannot resolve the dispute, only then may a party pursue those remedies only as allowed under this Agreement. Under no circumstances whatsoever, shall services hereunder be withheld, disrupted, or delayed due to non-payment by the Authority, pursuant to this Section 3.2.

3.3 Vendor shall keep records pertaining to services performed and reimbursable expenses incurred on the basis of generally accepted accounting principles and in accordance with such reasonable requirements to facilitate audit as the Authority may provide. All records shall be available to the Authority or its authorized representative during normal business hours.

3.4 As to any particular task, project or portion thereof, the Authority and Vendor may agree on a specific cost for such task or project.

ARTICLE IV GENERAL TERMS AND CONDITIONS

4.1 Vendor agrees to perform the services under this Agreement as directed by the Authority in accordance with the terms of this Agreement and in accordance with applicable standards of professional care ordinarily possessed and exercised by a member of the same profession, currently practicing under similar circumstances. Vendor shall be responsible for the professional quality, accuracy, timely completion and coordination of all services it furnishes, as well as of any subconsultants, and by any principal, officer, employee and agents of it or any subconsultant.

4.2 Vendor accepts the relationship of trust and confidence established between it and the Authority by this Agreement, and Vendor covenants with the Authority to furnish its skill and judgment in furthering the interests of the Authority. Vendor agrees to furnish at all times an adequate supply of personnel and resources to perform the services and to respond promptly and fully to the responsibilities required and defined in the RFP. If the Authority determines that any of Vendor's 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. 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.

4.3 Vendor shall not employ any subconsultant or subcontractor without the Authority's approval, in its sole discretion. Vendor shall bind each and every approved subconsultant to the terms stated herein and shall require the proper qualification of any such subconsultant. Vendor hereby affirms that it shall be responsible for the acts, errors and omissions of its subconsultants and shall fully indemnify, defend and hold harmless the Authority, its directors, officers, agents, employees, and representatives from any and all claims, demands, suits, actions, losses, damages or judgments, including attorney fees, by third parties which may arise on account of the acts, errors or omissions of services rendered by Vendor's subconsultants. Vendor shall furnish a copy of this Agreement to any such subconsultant. No subconsultant shall have any rights as against the Authority.

4.4 All documents, records, reports, studies and analyses, including those prepared and stored on electronic medium, prepared pursuant to this Agreement, are the property of the Authority and shall be delivered to the Authority's custody upon completion of work, the Authority's request, or after termination of the agreement.

4.5 Vendor shall comply with the provisions of all Federal, state and local statutes, ordinances, and regulations of laws which may be applicable to the performance of this Agreement. 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.

4.6 During the performance of this Agreement, Vendor agrees as follows, in accordance with Virginia Code § 2.2-4201:

- 4.6.1 Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Vendor. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which Vendor has contracts of over \$10,000.
- 4.6.2 Vendor will, in all solicitations or advertisements for employees placed by or on behalf of Vendor, state that Vendor is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this provision.
- 4.6.3 If Vendor employs more than five employees, Vendor shall (i) provide annual training on Vendor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post Vendor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that Vendor owns or leases for business purposes and (b) Vendor's employee handbook.

4.7 At all times during the performance of this Agreement, in accordance with Virginia Code § 2.2-4312, Vendor agrees to (i) provide a drug-free workplace for Vendor's employees; (ii) 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 Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Vendor that the Vendor maintains a drug-free workplace; and (iv) 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.

4.8 Vendor agrees that, if at any time during the course of its work hereunder there develops any situation that creates a conflict of interest or may create a conflict of interest between another entity (such as, but not limited to, the Virginia Department of Transportation, City of Richmond, Henrico County, and Chesterfield County) and Authority or might result in the

disclosure of confidential or proprietary information of the Authority, Vendor will immediately bring such matter to the Authority's attention.

4.9 Unless otherwise waived or provided by the Authority, Vendor shall furnish the Authority with a preliminary draft of any proposed correspondence to any federal, state or other regulatory agency for Vendor's review and approval at least seven (7) calendar days prior to mailing such correspondence.

ARTICLE V

OWNERSHIP AND USE OF DOCUMENTS

5.1 Data, materials, and documentation originated and prepared for the Authority under this Agreement shall be the property of the Authority and shall be delivered to the Authority upon the earlier to occur of completion of the services or termination of this Agreement. The Authority may use such information for the completion of or additions to the services performed hereunder, or for any other purpose.

5.2 Data, materials, and documentation originated and prepared for the Authority under this Agreement shall be subject to public inspection per the Virginia Freedom of Information Act (VFOIA) unless otherwise redacted as that process is outlined in the RFP.

5.3 Any data, materials, and documentation originated and prepared for the Authority under this Agreement or other material first reduced to practice for the sole benefit of the Authority under this Agreement shall be deemed to be works for hire created by Vendor as a result of a special commission by the Authority, and owned outright by the Authority; but if they do not qualify as works for hire for any reason, Vendor agrees to assign all of its right, title and interest in and to them to the Authority. Vendor hereby sells, assigns, transfers, conveys and delivers to the Authority, its successors and assigns, its entire right, title, and interest in, to and under all data, materials, and documentation first reduced to practice for the sole benefit of Authority hereunder including all copyrightable elements thereof, which it warrants to not infringe on the copyrights or other rights of third parties, all of the foregoing to be held and enjoyed by the Authority for its own use and for the use of its successors, assigns, and other legal representatives, together with all claims for damages by reason of past, present, and future infringement of the rights assigned under this copyright assignment. Vendor agrees to execute and deliver to the Authority without additional charge such applications for copyright registration, assignments of copyright registrations, and other documents as the Authority deems are necessary or convenient to effectuate copyright registration, the transfer of title contemplated by this copyright assignment, and to assist the Authority in prosecuting or defending any actions for copyright infringement to the extent resulting from any data, materials, and documentation or other material provided as deliverables to the Authority by Vendor under this Agreement.

ARTICLE VI INSURANCE AND INDEMNIFICATION

6.1 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.

6.1.1 Workers' Compensation

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

6.1.2 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.

6.1.3 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 services hereunder. 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 all services.

6.1.4 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 all services hereunder 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 all services.

6.1.5 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 all services hereunder, 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 all 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.

The Authority shall be named as additional insured under all applicable policies of insurance. The requirements contained herein as to types and limits, as well as the Authority's approval of insurance coverage to be maintained by Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under this Agreement.

The foregoing insurance shall extend to damages because of bodily injury or property damage committed by Vendor or alleged to have been committed by Vendor, or its employees or its agents.

6.2 Vendor shall provide certificates of insurance coverage on an annual basis and demonstrate ability to obtain additional coverage as may be required for future services under this Agreement to the Authority to show current coverage upon execution of this Agreement by Vendor and at all times during which coverage is required by this Agreement. Upon request, Vendor shall advise the Authority of any claim against Vendor which may affect its coverage. The certificates of insurance required hereunder must provide clear evidence that Vendor's insurance policies contain the minimum limits of coverage and special provisions required by this Article. The insurance policies and certificates required herein shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until the Authority has been given no less than forty-five (45) days prior written notice.

6.3 Vendor shall defend, indemnify, and hold harmless the Authority its directors, officer, 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 nor benefits payable by or for the successful Vendor under Workers' Compensation Acts, disability acts or other employee benefit acts.

ARTICLE VII TERMINATION

7.1 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 Vendor to provide the services described in this Agreement within the times indicated will subject this Agreement to potential termination by the Authority on fourteen (14) days' written notice. The Authority shall not be liable to Vendor for payment on any work that has not been completed and delivered to the Authority prior to termination of the Agreement.

7.2 After receipt of a notice of termination and except as otherwise directed by the Authority, Vendor shall:

- A. Stop all work under this Agreement on the date and to the extent specified in the notice of termination;
- B. Terminate and place no further orders or subcontracts for materials or services, except as may be necessary for completion of such portion of the work under this Agreement that has not been terminated.
- C. Assign to the Authority, in the manner and to the extent directed by the Authority, all of the right, title, and interest of Vendor under any Vendor orders or subcontracts as related to the performance of the work terminated. The Authority, at its discretion, may require Vendor to continue such subcontracts or orders until assumption of the same in writing by the Authority, or require Vendor to settle or pay any or all legitimate claims, arising out of termination of such orders and subcontracts.
- D. With the Authority's prior written authorization, terminate Vendor's orders or subcontracts related to the performance of the work terminated. The Authority, in writing, may require Vendor to settle or pay all outstanding liabilities and/or claims arising from termination of Vendor's orders related to the performance of the work terminated, the cost of which is reimbursable in whole or in part in accordance with the provisions of this Agreement.

- E. Complete performance of such part of the work as shall not have been terminated by the notice of termination, including all transactions in-process for collection.
- F. Take such action as may be necessary, or as the Authority may direct, for the protection and preservation of the property related to this Agreement which is in the possession of Vendor or any subcontractor or subconsultant or in which the Authority has or may acquire an interest.
- G. Deliver to the Authority all documents, reports, records, studies, work papers, and analyses of work compiled up to the date of termination pursuant to Article V hereof.

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

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

7.3 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 approved 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.

7.4 In the event that the Authority enters into any agreement at any time with any other vendor(s) for additional work related to toll collection services, Vendor agrees to cooperate fully with such other vendors in order to facilitate the performance of work and/or provision of

deliverables by such other vendors and to refrain from any activity which would interfere with performance of work and/or provision of deliverables by such other vendor.

7.5 Upon expiration or earlier termination of this Agreement or any project services provided hereunder, Vendor shall accomplish a complete transition of the project from Vendor to the Authority, or to any replacement vendor designated by the Authority, without any interruption of, or adverse impact on the services or any other work provided by third parties. Vendor shall cooperate fully with The Authority or such replacement vendor and promptly take all reasonable steps required to assist in effecting a complete transition.

7.6 Vendor shall, and shall cause each of its subconsultants to, maintain accurate books, records, documents and other evidence concerning Vendor's performance of all services under this Agreement (hereinafter referred to as the "*Records*"). Vendor agrees to make available, at all reasonable times during which this Agreement is in effect the Records for inspection or audit by any authorized representative of the Authority. Within no more than five (5) days after the termination of this Agreement for any reason, copies of all Records shall be given by Vendor to the Authority. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Agreement, or costs and expenses of any such agreement as to which exception has been taken by the Authority shall be retained by Vendor until such appeals, litigation, claims or exceptions have been disposed.

7.7 The Parties acknowledge and understand that Vendor's failure to comply with the terms and conditions as stated herein shall adversely affect the Authority and result in monetary loss to the Authority. The Authority reserves all legal rights and remedies related to any such loss and any damages under the Agreement.

7.8 The Authority reserves the right to charge Vendor liquidated damages in the amount [to be negotiated] for untimely performance or non-compliance of performance requirements as defined in the RFP because both Parties agree and acknowledge the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Authority will sustain by failure of the Vendor to meet all milestones, go-live, or maintain the service levels set forth in the RFP, such as loss of revenue, service charges, interest charges, harm and inconvenience to the public, delays caused to other activities of the Authority by failure to perform this Agreement, increase of inspection and administrative costs, and other damages, some of which are indefinite and not susceptible of easy proof. Said amounts were actively negotiated between the Parties, and are in each instance agreed by both Parties to be a reasonable estimate of the amount of damages which the Authority will sustain in each instance and said amount shall be deducted from any monies due or that may become due to the Vendor. The terms below shall in no way be considered exclusive and shall not limit the Authority or Authority's right to pursue any other additional remedy which the Authority may be entitled to pursue.

7.9 In no event shall the Authority be liable to Vendor for any special, indirect, incidental or consequential damages (including, but not limited to lost revenues, loss of transactions, profits, and lost business opportunity), regardless of the legal theory under which such damages are sought. The Authority's total liability to Vendor for any and all liabilities arising

out of or related to this Agreement, from any cause or causes, and regardless of the legal theory shall not in the aggregate exceed amounts due and owing for toll collection services performed. As used in the previous sentence, "performed" shall mean work that has been approved for payment.

ARTICLE VIII GOVERNANCE

8.1 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 or the Federal District Court for the Eastern District of Virginia. Vendor shall comply with all applicable federal, state and local laws and regulations, including rules and regulations of the Authority.

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

ARTICLE IX ASSIGNMENT

9.1 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.

ARTICLE X TAXES

10.1 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, that the Authority nevertheless pay any such taxes, Vendor shall reimburse the Authority therefore.

ARTICLE XI REPRESENTATIONS AND WARRANTIES

11.1 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 into and carry out 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.

11.2 Vendor may reasonably rely upon the accuracy of data furnished by the Authority, or any other project participant, to Vendor for the services 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.

11.3 Vendor represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the _____. Vendor has all necessary corporate power and authority to enter into and carry out 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.

11.4 Vendor represents and acknowledges to the Authority that it is knowledgeable of all laws, codes, rules and regulations applicable to all services hereunder in the jurisdiction in which services are performed, 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.

11.5 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.

11.6 Vendor shall not employ any subconsultant without the Authority's approval. Vendor shall bind each and every approved subconsultant to the terms stated herein and shall ensure the proper licensing of such subconsultants. Vendor hereby affirms that it shall be responsible for the negligent acts, errors and omissions of its subconsultants and shall fully indemnify and save harmless the Authority and its employees from any and all claims, judgments, losses, damages and expenses by third parties which may arise on account of negligent acts, errors and omissions rendered by Vendor's subconsultants in the performance of services under this Agreement.

11.7 Vendor shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, 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.

11.8 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.

11.9 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.

11.10 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 so inform the Authority in writing within 5 days of discovery. The Authority shall determine its options and timely respond to Vendor. Vendor's failure to notify the Authority shall release the Authority of any obligation to provide additional compensation for the work completed. Any adjustment is at the discretion of the Authority.

11.11 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.

ARTICLE XII

SCHEDULE FOR DELIVERY OF SERVICES

Vendor shall accomplish the services with due diligence and complete the work as follows:

12.1 Time is an essential element of the Agreement. The Authority will assess liquidated damages for Vendor's untimely implementation or performance or failure to meet service levels as set forth in the RFP as set forth in Section 7.8.

12.2 Vendor shall immediately proceed on Stage 1 services hereunder after Notice-to-Proceed from the Authority as required herein and shall complete its services in accordance with the approved Project Schedule for such services.

12.3 Vendor shall notify the Authority in writing when any of Vendor's progress falls behind the respective Project Schedule.

12.4 Vendor shall complete the services in accordance with the respective Project Schedule.

ARTICLE XIII NOTICES

13.1 All notices hereunder shall be delivered in writing by hand delivery or certified mail return receipt requested to:

For the Authority: Richmond Metropolitan Transportation Authority
ATTN: Chief Executive Officer
901 E. Byrd Street, Suite 1120
Richmond, Virginia 23219

For Vendor:

ARTICLE XIV ADDITIONAL PROVISIONS

14.1 This Agreement constitutes the entire agreement between the Parties and there are no agreements, understandings, warranties or representations between the Parties except as provided for herein. This Agreement cannot be amended except in writing executed by the Parties.

14.2 No waiver of any of the provisions of this Agreement shall be deemed to be nor constitute a waiver of any other provision, nor shall any waiver be binding unless evidenced by an instrument in writing executed by the party making the waiver.

14.3 It is specifically agreed between the Parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to the Agreement to maintain a suit for personal injuries or property damage or other cause of action pursuant to the terms or provisions of the Agreement. Nothing contained in the RFP, Proposal or Agreement shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement and made same effective as of the day and year first written above.

**RICHMOND METROPOLITAN
TRANSPORTATION AUTHORITY**

Date: _____

By: _____
Chief Executive Officer

Date: _____

By: _____

Its: _____

DRAFT

Richmond Metropolitan Transportation Authority (RMTA)

FORM A: Certification

Proposer: _____

Name of Firm: _____

1. Has the firm or any affiliate,* or any current officer, director, or employee of either the firm or any affiliate, been indicted or convicted of the bid (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract related crimes or violations or any other felony or serious misdemeanor within the past ten years?
- ☐ Yes ☐ No

If yes, please explain:

2. Has the firm or any affiliate* ever sought protection under any provision of any bankruptcy act within the past ten years?
- ☐ Yes ☐ No

If yes, please explain:

3. Has the firm or any affiliate* ever been disqualified, removed, debarred, or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past ten years?
- ☐ Yes ☐ No

If yes, please explain:

4. Has the firm or any affiliate* ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years?
- ☐ Yes ☐ No

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

5. Has any project performed or managed by the firm or, to the knowledge of the undersigned, any affiliate* involved repeated or multiple failures to comply with safety rules, regulations, or requirements within the past ten years?
- ☐ Yes ☐ No

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

6. Has the firm or any affiliate* been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Virginia Department of Labor and Industry (DOLI), federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?
- ☐ Yes ☐ No

If yes, please explain:

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

If yes, please explain:

9. 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 email address if available for each instance.

10. 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 on Form E 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.

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

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

By: _____

Print Name: _____

Title: _____

Date: _____

Richmond Metropolitan Transportation Authority (RMTA)

FORM H: Contract Exceptions

Instructions to Proposers:

Proposers shall use this form to identify any exceptions taken to the contract terms and conditions included in the RFP. Any exceptions must be clearly stated below. If no exceptions are taken, proposers must indicate "No Exceptions" in the table. Failure to disclose exceptions on this form may result in the proposal being deemed non-responsive.

Exceptions Table:

Section Reference	Exception (Please Describe)	Proposed Alternative Language (if Applicable)

Acknowledgement:

By signing below, the proposer acknowledges that all contract exceptions have been disclosed on this form and that any undisclosed exceptions may not be considered during contract negotiations.

Authorized Signature: _____

Printed Name:: _____

Title: _____

Company Name: _____



Richmond Metropolitan Transportation Authority (RMTA)

Policies

Write-Off of Uncollectable Tolls

Record Retention

Disposition of Funds from Inactive Accounts

March 20, 2025

Policy on Write-Off of Uncollectible Tolls

Version Dated: March 20, 2025

Purpose: To ensure the proper handling of sound financial management practices and that all reasonable efforts have been pursued to collect Uncollectible Tolls.

DEFINITIONS

Delinquent accounts receivable related to Uncollectible Tolls - are monies greater than 365 days past the date the payment was due and are legally owed to RMTA at any particular time and represent assets. Examples may include, but are not limited to, the following:

- Amounts billed by RMTA for tolls.
- Amounts billed by RMTA for fees.
- Amounts billed by RMTA for fines.

Definition of Uncollectible Tolls: Uncollectible tolls refer to tolls, toll fees, and toll fines that cannot be collected from drivers who use the Richmond Metropolitan Transportation Authority (RMTA) toll road(s). Uncollectible Tolls can happen for various reasons, such as:

- Insufficient funds and/or bankruptcy: The driver doesn't have enough money in their account to cover the toll.
 - Bankruptcy - received documentation as proof of court-recorded discharge.
- Invalid payment methods: The payment method used is not accepted or has expired.
- Avoidance: The driver intentionally avoids paying the toll.
- Deceased – collection will be exhausted upon deceased, Death Certificate required.
- After an account has followed RMTA invoicing and notice schedules and has been placed with a collection agency who then returns the transactions as an uncollectible or one (1) year from the date of the last payment or activity whichever comes first

Procedure for Write-Off of Uncollectible Tolls:

It is the policy of RMTA to actively pursue the collection of past-due accounts receivable, regularly review the status of past-due accounts, and write off amounts determined to be uncollectible. A write-off of uncollectible accounts receivable from the RMTA accounting records does not constitute forgiveness of the debt or a gift of public funds. Write-off of Accounts Receivable - is the removal of an amount, or part of an amount, of money owed to RMTA that has been determined to be a receivable from the accounts receivable subsidiary ledger.

The following procedures shall govern the write-off of uncollectible account receivables:

At a minimum, annually the RMTA Director of Finance or Designee will review a report generated by the Toll Collections Services (TCS) VENDOR and identify any accounts for which it is responsible that meet the criteria for designation as an uncollectible account. A request for write-off of uncollectible accounts receivable will be prepared by the RMTA Operations Manager and signed by the RMTA Operations Director for approval by the RMTA Director of Finance or Designee. After the approval has been granted, the TCS VENDOR will make the necessary account updates requested by RMTA and run an updated report with the account updates.

The request for write-off of accounts receivable must include an itemized list of the uncollectible

accounts to be written off specifying the following:

- Debtor name
- Account balance
- Due date
- Brief description of receivable type (i.e., Tolls, Late Fees, Late Fines)
- Designation under which the account was deemed uncollectible.
- Account number of the receivable in the TCS billing system

For each uncollectible account, documentation must be attached to the request to support the uncollectible account designation and substantiate that the department has followed its collection procedures and exercised due diligence in its collection efforts. Due diligence documentation could include any one or a combination of the below:

- Invoices, reminder letters, notices, or collection letters (and any documentation that is returned as undeliverable, no known forwarding address, etc.)
- Bankruptcy claim and any related plan or discharge
- Judgment awarded by a court or settlement agreement.
- Death Certificate
- Referral to RMTA's collection agency

The RMTA write-off process is handled as part of the Fiscal Year end procedure and consists of preparing a report identifying all accounts that have had no activity in the twelve (12) months before the current Fiscal Year end and will only apply to accounts previously referred to RMTA contracted collection agency. Before the subsequent fiscal year ends this report is updated to reflect any payments made and a final write-off amount is calculated. A request is prepared as this amount will require RMTA CEO approval. Even though the amount is written off the collection agency will keep the account and continue to pursue payment.

APPLICATION

This policy applies to all RMTA toll funds.

RESPONSIBILITY

The RMTA Director of Finance or Designee shall be responsible for the implementation and administration of this policy.

Policy on Records Retention

Version Dated: March 20, 2025

Purpose: To ensure the proper handling and disposition of documentation and information for toll accounts when the defined retention period expires.

Scope: This policy applies to all physical documentation, computer-recorded information, and produced reports that list individual accounts for charge tolls on the Richmond Metropolitan Transportation Authority (RMTA) toll facilities by account number or by accounts information. Information includes, but not limited to, names, addresses, email addresses, phone numbers, account information, and customer license plates.

Authority: Under Code of Virginia § 42.1-85, the Library of Virginia (LVA) has the authority to issue regulations governing the retention and disposition of state and local public records. In keeping with the Code's mandate, RMTA in following LVA developed records retention and disposition schedules outlining the disposition of public records.

Records Retention Schedules:

1. **General Schedules:**
 - Apply to records that are common to RMTA.
2. **Specific Schedules:**
 - Apply to records that are unique to RMTA.

Destruction of Public Records: Before RMTA can destroy records:

- Records to be destroyed must be covered by a Library of Virginia-approved general or specific records retention and disposition schedule, and the retention period for the records must have expired.
- All investigations, litigation, required audits, and Virginia Freedom of Information Act requests must be completed or fulfilled.

When a new schedule is approved, it supersedes all previously issued versions of the schedule.

Proper Destruction of Records: Records should be properly destroyed once the deadline for maintaining the records has passed. All records containing sensitive data will be properly destroyed. Paper documents will be shredded with a crosscut shredder. Electronic sensitive documents will be destroyed according to Virginia Information Technology Agencies (VITA) Policy.

Definition:

- **Record:** A document, regardless of physical form or characteristics, created or received in the conduct of official business. This includes electronic records such as emails.

General Guidance: The following categories are a general guide to be followed when deciding how long to retain documents. Commonwealth of Virginia regulations address the destruction of records containing Social Security numbers. These regulations are described in the Virginia Administrative Code 17VAC15-120-10, 17VAC15-120-20, and 17VAC15-120-30. This statute provides specific guidelines for the destruction of paper and electronic records, including methods of destruction and vendor requirements. Agencies should be aware of the Code of Virginia's requirement that records containing "identifying information" be destroyed within six months of the expiration of the records retention period.

Retention Periods:

1. **Correspondence:**
 - Retain five (5) years after the date of the document or email or five (5) years after the issue is resolved, then destroy.
2. **Internal and External Web Pages:**
 - Retain superseded pages for 2 years, then delete or destroy.
3. **Periodic Reports and Interim Documents:**
 - Retain three (3) years or until audit, whichever is longer, then destroy.

4. Information System and Financial Records:

- Retain five (5) years after the date the account has been last updated.

Policy on Disposition of Funds from Inactive Accounts

Version Dated: March 20, 2025

Purpose: To ensure the proper handling and disposition of funds from inactive accounts with positive balances in accordance with the Virginia Disposition of Unclaimed Property Act § 55.1-25XX.

Definition of Inactive Accounts: An account is considered inactive if it has not had any of the following activities over a period of three calendar years as of the preceding December 31st:

- Toll transactions
- Replenishments (excluding collection replenishments)
- Account information changes.
- Notes on the account (excluding system notes)
- Reversals and balance adjustments (excluding system reversals or adjustments not triggered by a customer request)
- IVR activity (such as logging in from the web)

Procedure for Inactive Accounts:

1. Identification and Notification:

- Accounts identified as inactive will be reviewed, and an email (if available) will be sent to all account owners with positive balances. The email will inform the account owner of the amount and request a response.

2. Escheatment Process:

- For accounts within the Commonwealth of Virginia, funds from inactive accounts will be sent to the Commonwealth in accordance with the Virginia Disposition of Unclaimed Property Act § 55.1-25XX.
- For accounts outside of the Commonwealth of Virginia, pertinent account information will be captured to allow an escheatment vendor to conduct due diligence and file according to each state's applicable laws and regulations. Detailed account information should be provided in the National Association of Unclaimed Property Administration (NAUPA) format.

3. Handling of Refund Checks:

- Refund checks that have remained outstanding for 36 months from issuance will be voided. The funds will either be placed back in the account or reported to the Commonwealth of Virginia if the account has been closed.

Compliance: All actions taken under this policy must comply with the Virginia Disposition of Unclaimed Property Act and any other applicable state laws and regulations.

Review and Amendments: This policy will be reviewed annually and amended as necessary to ensure compliance with current laws and regulations.