



April 2, 2025  
Richmond Metropolitan  
Transportation Authority (RMTA)

## ADDENDUM 4 RMTA REQUEST FOR PROPOSAL TOLL COLLECTION SERVICES

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

### *Revisions to Forms*

A revised version of Form G Price Proposal has been posted separately as part of Addendum 4.

### *Updated Schedule*

An updated schedule is included in Addendum 4 (see page 20).

### *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 remaining questions received, and responses are provided:

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

A: See revised Form G Price Proposal posted separately as part of Addendum 4.

**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: File names:

I005\_140\_49\_20250320152807\_615\_R\_3.jpg

I005\_140\_49\_20250320152807\_615\_I\_2.jpg

I005\_140\_49\_20250320152807\_615\_R\_1.jpg

Files are 1536 x 1260 pixels

ROI is 124 x 84 pixels  
Color Images (JAI-1000)

**Q85: Pricing: 5.1.2 Pricing model – Processing Fee Structure Regarding Form G – Price Proposal, under the Processing Fee Structure section, what is the estimated quantity of accounts for the Registered Account management per account fee on the pricing form?**

A: There is no historical data available. For pricing purposes, we have provided an updated Form G Price sheet posted separately as part of Addendum 4 that includes traffic volumes ranges.

**Q88: We kindly request a 4-week extension to the April 23 proposal due date.**

A: The Proposal Submittal date has been revised to April 30, 2025. Revised schedule is included in Addendum 4.

**Q94: For paragraph 6.3, how is the 30 points for price given?**

A: Point Allocation:

Image Review System: 5 points

Manual Image Services: 5 points

Remainder Requirements: 20 points

The points for each component would be calculated separately and then summed up.

Full Service: The bidder with the lowest price receives the full 30 points. Points for other bidders are calculated based on the difference between their bid price and the lowest bid price.

**Q99: 1 RFP Section: Addendum 1 Updated Schedule of Activities (Section 2.7) RFP Page: 4 RFP Language: Proposal Submittal April 23, 2025, 1:00 P.M. ET Question: In order to review and incorporate all potential answers, will RMTA please consider a 3-week extension to the due date?**

A: The Proposal Submittal date has been revised to April 30, 2025. Revised schedule is included in Addendum 4.

**Q107: 9 RFP Section: Appendix 8.6 Lane Count – Current and Proposed Future - RMTA-TCS- Appendices RFP Page: 176 RFP Language: Traditional Toll Collection Lanes (Table) - (Pay-By-Plate Total) Question: What percentage of pay-by-plate transactions are from out-of-state road-users? General statistics from VDOT processing will be helpful if not available for RMTA.**

A: See RMTA Toll Collection Report provided by VDOT included in Addendum 3.

**Q108: 10 RFP Section: Appendix 8.6 Lane Count – Current and Proposed Future - RMTA-TCS- Appendices RFP Page: 176 RFP Language: Traditional Toll Collection Lanes (Table) - (Cash Violation Count) Question: Can RMTA provide some clarification on what the “Cash Violation” transaction type refers to?**

A: The current Cash and Non AET/ORT system refers to Cash Violations as a flag for their system. This constitutes a vehicle that passes through the lane without a transponder and does not pay using the ACM machines in the lanes. These are considered cash transactions and a violation due to non-payment.

**Q109: 11 RFP Section: Appendix 8.6 Lane Count – Current and Proposed Future - RMTA-TCS- Appendices RFP Page: 176 RFP Language: Traditional Toll Collection Lanes (Table) - (Total Transactions) Question: Total transactions seem to be a sum of the EZPass Transactions and Pay-By-plate transactions only? Can you confirm that Cash transactions are not included in the total transactions?**

A: Yes, Confirmed that Cash Transactions are not included in the total transactions in Appendix 8.6 Lane Count.

**Q110: 12 RFP Section: Section 4.7 Staffing RFP Page: 47 RFP Language: 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 Question: Is your December 2025 date for all AET conversion still valid? If not, what is the new anticipated AET go live date?**

A: The AET and AET-Light (Violation enforcement solution) dates are in parallel and are scheduled for December 2025.

**Q111: 13 RFP Section: Performance Requirements – KPIs/SLA TABLE 1 (Item 11A) RFP Page: 104 RFP Language: 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. Question: What is the current collection rate of invoices?**

A: See RMTA Toll Collection Report provided by VDOT included in Addendum 3.

**Q112: 14 RFP Section: Performance Requirements – KPIs/SLA TABLE 1 (Item 11B) RFP Page: 105 RFP Language: 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. Question: What is the current collection rate of First Notices?**

A: See response to Question 111.

**Q113: 15 RFP Section: Performance Requirements – KPIs/SLA TABLE 1 (Item 11C) RFP Page: 105 RFP Language: 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. Question: What is the current collection rate for Second Notices?**

A: See response to Question 111.

**Q114: 16 RFP Section: Performance Requirements – KPIs/SLA TABLE 1 (Item 11D) RFP Page: 105 RFP Language: 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. Question: What is the current collection rate of Legal Notices?**

A: Legal notices are not currently sent. See response to Question 111.

**Q115: 17 RFP Section: Performance Requirements – KPIs/SLA TABLE 1 (Item 11E) RFP Page: 106 RFP Language: 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. Question: What is the current DMV Hold collection rate?**

A: See response to Questions 106 and 111.

**Q116: 18 RFP Section: Performance Requirements – KPIs/SLA TABLE 1 (Item 11E) RFP Page: 106 RFP Language: 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. Question: What percentage of current unpaid transactions are escalated to DMV Hold?**

A: See response to Questions 106 and 111.

**Q117: 19 RFP Section: 6.3 Evaluation Criteria and Weighting RFP Page: 57 RFP Language: For VENDORS submitting proposals on specific systems or services rather than the full scope, the scoring will be adjusted as follows: VENDORS Approach and Technical Capabilities: 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 Question: Please confirm that a Vendor bidding on all required services (full scope) will be awarded a contract for all the services if they have the best evaluated TOTAL score; inclusive of Experience of Personnel, Experience of Firm, Price and Site Visit.**

A: The specific systems, services, or full service will be evaluated on their technical and pricing proposals in addition to site visits to ensure the Authority receives the best solutions to meet their requirements. 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.

**Q118: 20 RFP Section: Addendum # 2 Q&A # 17 RFP Page: N/A RFP Language: 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. Question: What is the basis for awarding the thirty (30) points associated with price (i.e. there are no evaluation volumes on the price forms for processing toll transactions, Image based transactions, automated image review, manual image review, etc.)? Would RMTA consider establishing indicative volumes on the price forms to be used for evaluation purposes to enable fair price comparison? Further, the Initial Setup fees section of the Price Forms does not delineate between setup costs for image review versus toll collection. Would RMTA consider adding a Price Form line for Image Review since the two efforts vary?**

A: RMTA is seeking the best solution.

See response to Question 94 for points allocation.

Volume ranges are added to the updated Form G Pricing Proposal in Addendum 4. No additional pricing lines are added to separate image review system or service setup costs.

**Q122: 24 RFP Section: 2.2.7 Noticing and Collections RFP Page: 18 RFP Language: 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. Question: Please confirm that all outbound mailings (invoicing, first notice, second notice, etc.) shall be sent via USPS First Class Mail using the most cost advantageous zip code presort.**

A: An invoice for unpaid toll must be sent by first-class mail in accordance with 46.2-819.3:1.

First notices are also required to be sent by first-class mail.

Subsequent notices do not require first-class mail but for pricing purposes please include first-class mailing. During the workshops, the RMTA will decide if first-class mail is required.

DMV notification must be sent certified mail in accordance with 46.2-819.3:1(L).

Court notification will be served. This is not a requirement for the TCS Vendor. RMTA will seek a different contract for issuing the summons.

**Q131: 33 RFP Section: 5.1.4 Fines RFP Page: 45 RFP Language: Total Fine Table on RFP page 45 The right-most column, headed by “Total Fines and Civil Penalties” also has the words “Unpaid tolls” for most of the line items. This is confusing as tolls are not included when calculating the amount Vendors receive as part of the collection incentive. Question: As with the draft RFP, we suggest the words “Unpaid tolls” be removed from the column of Total Fines and Civil Penalties.**

A: The pay-by-plate rate is part of the incentive to collect after the deduction of the associated costs and the cash toll rate (\$1.00 for 2 axles mainline plaza and \$0.50 for 2 axles at the ramps). The pay-by-plate rate is \$2.00 at mainlines and \$1.00 at ramps for a vehicle with 2 axles.

**Q145: 47 RFP Section: Form B -- Rating Information and Materials RFP Page: item 3.c RFP Language: (c) All rating information and materials for the Proposer or Financially Responsible Party Question: What is expected to be submitted in this Rating Information and Materials section per item 3.c and where does it go?**

A: See Section 4.8 Financial Capacity. Include rating information with your financials.

**Q146: 48 RFP Section: Form B - Off-Balance Sheet Liabilities RFP Page: 3.d RFP Language: (d) Identification of off-balance sheet liabilities, or confirmation of the absence of such liabilities Question: What is expected to be submitted in the Off-Balance Sheet Liabilities section per item 3d and where does it go?**

A: See Section 4.8 Financial Capacity. Include the off-balance sheet liabilities with your financials.

**Q149: 51 RFP Section: 2.2.8 Debt Collection Strategy 8.8 Requirement Matrix 3.3 Customer Account Management RFP Page: 18, 32 RFP Language: 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. Implement a robust customer service system, including multi-channel support (phone, email, web, text.) Question: Please confirm real-time correspondence only occurs during RMTA’s prescribed work hours 7 to 7.**

A: Vendor shall provide a solution that meets the TCS requirements. The required hours of operations is defined from 7am ET to 7pm ET Monday - Friday.

**Q169: 18 RMTA-TCS-RFP-2025-03-12 2.2.14 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. Can this be provided by a subcontractor who is doing the collections phase, or is the prime vendor required to have this licensing?**

A: Final contract will be revised to include language to include subcontractor.

**Q177: 26 RMTA-TCS-RFP-2025-03-12 1.1 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. Question: Our systems are configured based on customer requirements, and we are not permitted to extend the usage of those specific systems. Could you please clarify the expectation of what it means to integrate "into their existing service".**

A: The procurement is for an existing system and service. The preferred Vendor will have an existing operations where RMTA requirements can be integrated. If a vendor does not have full existing operations, they are recommended to partner with a vendor that provides the system or services required.

**Q182: 31 RMTA-TCS-RFP-2025-03-12 2.2 All services defined with the RFP will be performed in the continental U.S. Question: Are there any services, either during implementation phase and/or operations phase that can be performed outside of the continental U.S.?**

A: Software development can occur outside of the continental U.S. All other TCS requirements must be performed in the U.S.

**Q190: 39 Draft Contract 2.2 The statement "terminable without cause by the Authority at any time upon sixty (60) days' prior written notice provided" is duplicative of a much more explanatory provision in 7.1(b). We would request to delete this here because it raises many questions that are dealt with in much more detail there.**

A: Final contract will not include the "terminable without cause" from 2.2 assuming no changes to 7.1(b)

**Q191: 40 Draft Contract 3.2 Says parties can pursue remedies only "if the Parties' representatives cannot resolve the dispute." Would the Authority consider clarifying this with a time requirement or formal escalation path to ensure compliance?**

A: RMTA would be willing to add dispute resolution provision which requires escalation up to CEO and time period as part of the contract revision.

**Q192: 41 Draft Contract 3.3 Would the Authority consider a three business day notice period prior to inspection of books and records, so that they can be made ready?**

A: Yes. The contract will be revised to incorporate three business days.

**Q193: 42 Draft Contract 3.4 Is this section referring to "change orders"? We note that there is no provision for this in the RFP documents other than this section. If so, would the authority consider inputting a market standard change order provision?**

A: RMTA will incorporate a change order provision in the final contract.

**Q194: 43 Draft Contract 4.2 Will the authority consider changing this section to allow 30 days to propose replacement of non-key personnel and 60 days to propose replacement of key personnel?**

A: There is no requirement for non-key personnel. The final contract will be updated to 60 days for replacement of key-personnel.

**Q195: 44 Draft Contract 4.3 The indemnification clause here is duplicative of, and slightly different than, the indemnification provision in section 6.3. Will the authority consider just stating here that Vendor is responsible for indemnifying in accordance with section 6.3?**

A: Yes. The contract will be revised to reflect.

**Q196: 45 Draft Contract 4.3 Will the authority consider making a materiality threshold for the requirement that the authority approve subcontractors and sub vendors so that not every small contract has to run through the approval process?**

A: RMTA is amenable to discuss materiality thresholds during the contract negotiation.

**Q197: 46 Draft Contract 4.3 This provision requires the Vendor to “bind each and every approved subconsultant to the terms stated herein.” Is the Vendor allowed to vary the pass-through terms based on the work performed by a subconsultant and the value thereof? Otherwise it could be difficult to have small subconsultants agree to contracts with high insurance and indemnity requirements.**

A: RMTA must maintain this requirement.

**Q198: 47 Draft Contract 4.4 This provision seems duplicative of Article V. Would the Authority consider deleting it to avoid confusion? If not, all comments to Article V would apply here.**

A: RMTA will delete this requirement from the final contract.

**Q199: 48 Draft Contract 4.6.1 We understand the requirement to post non-discrimination language in conspicuous locations, but what does it mean to post “the names of all contracting agencies with which Vendor has contracts of over \$10,000” and why would that be a requirement for this contract?**

A: Required by Virginia Code 2.2-4201.

**Q200: 49 Draft Contract 4.9 What is the purpose of this clause and how broadly should we interpret it? We request that strict limitations be put on the clause, e.g. that it only applies to correspondence about work done pursuant to the Agreement and does not apply to any correspondence requested or required by court order, regulatory investigation, or other legally requested or required purposes.**

A: Agreed. It will be revised in the final contract.

**Q201: 50 Draft Contract 5.1 We are unclear what “materials” means in this context. We agree that data belongs to RMTA and documentation does as well, although some will have trade secrets that shouldn't be shared ( covered in section 5.2). But “materials” is ambiguous and could involved the software itself, which we do not agree belongs to RMTA. Will the Authority**

**consider adding defined terms to this Article so that it's clear what intellectual property RMTA is claiming?**

**A:** To be discussed during contract negotiation.

**Q202: 51 Draft Contract 5.3 This section brings in the concept of works made for hire. Will the Authority consider negotiating in advance what will be a work for hire? The RFP is clear the Authority wants existing tech that can plug into its solution. Accordingly, we don't consider much here to be work for hire. It would be safer to specify what is, and then the parties can avoid misunderstandings on this point.**

**A:** To be discussed during contract negotiation.

**Q203: 52 Draft Contract 5.3 Vendor agrees to do take customary steps for RMTA to take ownership. However, this clause extends customary documentation to include filing for copyright and prosecuting anyone for infringing copyright, "without additional charge" to the Authority. We would propose that those two instances be removed as the decision whether to file for copyright and whether to enforce copyrights themselves lies with the Authority and should be at their cost.**

**A:** To be discussed during contract negotiation.

**Q204: 53 Draft Contract 6.3 This section is very broad and lacks standard carve outs that we see in most contracts. Will the Authority consider limiting this to third party claims and including carve outs requiring negligence and willful misconduct of the vendor?**

**A:** No.

**Q205: 54 Draft Contract 6.3 Will the Authority consider including a mutual indemnity clause?**

**A:** No.

**Q206: 55 Draft Contract 6.3 This clause says Vendor's indemnity requirement applies "whether or not such damage is caused by or attributable to a party indemnified hereunder." It is off market to require a vendor to indemnify an agency for it's own negligence, willful action, etc. Will the Authority consider including a comparative negligence clause so that Vendor's indemnification obligation covers only to the extent of its own (or its subcontractor's own) liability?**

**A:** No.

**Q207: 56 Draft Contract 6.3 We do not understand the meaning of the last sentence of this clause, which says: "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."**

**A:** No.



**Q208: 57 Draft Contract 7.1B Will the Authority consider adding some detail as to what would constitute “substantial inconvenience” and also, how the Vendor's termination right will be impacted (e.g. that a different time frame for termination will be negotiated between the parties)?**

A: To be discussed during contract negotiation.

**Q209: 58 Draft Contract 7.1C This clause is drafted very broadly. Will the Authority consider revising it to only apply to material breaches, e.g. failure to hit milestone dates or to reach SLAs for a designated period of time?**

A: RMTA will incorporate a cure period to be discussed during contract negotiation.

**Q210: 59 Draft Contract 7.1C This section says termination is in 14 days, but doesn't account for any cure period. Will the Authority add a cure period prior to termination for cause right?**

A: Yes. Final contract will be revised to incorporate a cure period.

**Q211: 60 Draft Contract 7.1C While 14 days might be an appropriate cure period for some breaches, it may not be long enough for others. Will the Authority consider allowing a more standard cure period, e.g. 30 days, and then enumerating other causes that may have shorter cure periods?**

A: RMTA is amenable to a cure period of 30 days.

**Q212: 61 Draft Contract 7.2 The paragraph beginning “in the event of termination by Authority” seems to discuss the effect of termination for cause and termination for convenience, but it is not particularly clear if that's the case. Will the Authority consider rewriting so there is a section covering cause and a section covering convenience?**

A: No.

**Q213: 62 Draft Contract 7.2 Where the Authority discusses termination for convenience, can it be plainly stated that the Vendor can recover ramp down costs related to the unexpected termination? Right now it appears that may be intended, but the language is vague.**

A: To be discussed during contract negotiation.

**Q214: 63 Draft contract 7.6 Would the Authority consider a three business day notice period prior to inspection of books and records, so that they can be made ready?**

A: Yes.

**Q215: 64 Draft Contract 7.8 Liquidated damages related to KPIs and SLAs are generally allowed because it is too difficult for the parties to ascertain what other penalties should apply. It's unclear here if the Authority is saying it would intend to terminate the contract and also apply liquidated damages at the same time? Would the authority consider clarifying that where LDs are applied, that is the Authority's sole remedy?**

A: LDs are not exclusive remedy. To be discussed during contract negotiation.

**Q216: 65 Draft Contract 7.9 Will the Authority negotiate a liability cap for the Vendor?**

A: No.

**Q217: 66 Draft Contract 7.9 Will the Authority increase its liability cap to be the aggregate value of the contract?**

A: RMTA would consider a cure period.

**Q218: 67 Draft Contract 9.1 Will the Authority consider changing the language to say its consent “shall not be unreasonably withheld”?**

A: Yes.

**Q219: 68 Draft Contract 9.1 Will the Authority consider removing stock sale and internal restructuring as reasons for substantial change?**

A: Yes.

**Q220: 69 Draft Contract 11.6 This section is duplicative of section 4.3. Will the authority consider deleting it so that subconsultant language is in one section of the Agreement? If not, all of our questions in 4.3 are repeated here.**

A: Yes. Will make revisions to removes any duplications.

**Q221: 70 Draft Contract 11.1 Will the Authority consider language noting that the Vendor will be paid for work done in good faith before it realized the cost exceeded the amount available?**

A: No.

**Q222: 71 Draft Contract 11.1 Will the Authority consider adding language clarifying that the Vendor is not required to do any work that exceeds the amount available without express written approval of Authority?**

A: No.

**Q223: 72 Draft Contract - There currently is no Force Majeure clause in the Agreement. Will the Authority add a Force Majeure clause to the agreement?**

A: Yes.

**Q227: 76 RMTA-TCS-RFP-2025-03-12 7.16 Terms of Contract Are there specified exit criteria for Stage 1- System Design Development and before the entrance to Stage 2 - System Implementation ?**

A: Yes. Stages must be completed to begin the next stage.

**Q230: 79 Draft Contract 1.2 Section 1.2 establishes an order of precedence that places the RFP above the Vendor’s Proposal. Given that the Proposal may contain exceptions, clarifications, or alternate terms—including in Form H—we are concerned that these may be unintentionally overridden. Would RMTA consider revising the order of precedence so that the final Agreement controls, followed by the Proposal, then the RFP? Alternatively, would RMTA consider removing the Proposal and RFP from the order of precedence altogether to avoid conflicts and rely solely on the executed contract?**

A: To be discussed during contract negotiation.

**Q231: 80 RMTA-TCS-RFP-2025-03-12 8.2 § 33.2-613. Free use of toll facilities by certain state officers and employees; penalties. Q: To what extent will the successful bidder be asked to**

**implement systems for (i) verification of eligibility, (ii) issuance of non-revenue transponder, (iii) monitoring and compliance?**

A: Any additional requirement would be addressed as a change order. The RMTA doesn't issue Non-Revenue Transponders, this is done by VDOT.

**Q234: 83 RMTA-TCS-RFP-2025-03-13 7.2 Q: Is the AUTHORITY open to negotiating the Indemnification provision? For example, setting a cap on the vendor's indemnification obligations, limiting claims to those resulting solely from the vendor's actions, and ng a reasonableness standard for defense costs? Q: Can the AUTHORITY provide further clarity on the indemnification obligation in relation to Workers' Compensation and similar acts?**

A: No.

**Q235: 84 RMTA-TCS-RFP-2025-03-14 7.2 The RFP indemnification provision says the Vendor's indemnification obligations will apply "whether or not such damage is caused by or attributable to a party indemnified hereunder." Q: Proposer requests the addition of a limitation for damages caused by the negligent, reckless or intentional act of an indemnified party?**

A: No.

**Q236: 85 RMTA-TCS-RFP-2025-03-15 7.6 While materials and documentation prepared for Authority will belong to Authority, those materials will contain trade secret and proprietary information of the vendor. Q: Please add language clarifying that vendor intellectual property and proprietary and confidential information will not change hands simply by virtue of being in certain deliverables.**

A: Can be discussed during contract negotiation.

**Q237: 86 RMTA-TCS-RFP-2025-03-16 7.1 Q: Will the AUTHORITY consider adding a cure period to allow the Vendor to correct any non-compliance issues prior to the contract being terminated?**

A: Yes.

**Q238: 87 RMTA-TCS-RFP-2025-03-17 7.1 This section provides that: "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." This seems to state that ramp down costs following early termination are reimbursable, but the language is vague. Q: Will the Authority consider more directly stating that in the event of early termination, ramp down costs will be reimbursed?**

A: Can be discussed during contract negotiation.

**Q239: 88 RMTA-TCS-RFP-2025-03-18 7.13 Q: Will the Authority consider adding a carve out for assignments to affiliate companies as part of an internal reorganization? Or at least stating that the Authority's approval will not be unreasonably withheld in such circumstances?**

A: RMTA would consider a cure period of 30 days to be incorporated in the final contract.

**Q251: 100 Appendix-8.8-Requirement-Matrix DM-ICD 7 The VENDOR shall interface with the Department of Motor Vehicles for Registered Owner of Vehicle and levy Registered Owner of**

**Vehicle holds in accordance with the AUTHORITY'S business rules. Question: DMV, the Commonwealth and VDOT are used interchangeably when talking about the DMV interface, can you please clarify the instate DMV provider and how it is accessed?**

**A: The DMV Hold ICD is in the Appendix 8.4 ICDs.**

**Q252: 101 Appendix-8.8-Requirement-Matrix DMV-L 10 For quality assurance of unsuccessful DMV lookups, the system must accommodate the AUTHORITY to provide feedback or a decision for final disposition. Question: Does the final decision by the authority need to be captured and maintained by the system?**

**A: Yes.**

**Q253: 102 Appendix-8.8-Requirement-Matrix G-CI 12 The VENDOR shall provide staff training to support customers who speak English or Spanish including training materials. Question: Please confirm that training materials need to be produced in both English and Spanish.**

**A: TCS Vendor to decide.**

**Q254: 103 Appendix-8.8-Requirement-Matrix G-EOC 6 The VENDOR shall meet with the AUTHORITY and the successor as many times as is required to successfully execute the End of Contract Transition Plan and resolve all issues and questions. Question: This needs to be further defined for us to accurately estimate at this stage. Please provide some bounding of time, or number of meetings the outgoing vendor is expected to participate in for estimating the level of effort for the pricing sheets.**

**A: The meetings will be conducted virtually.**

**Q255: 104 Appendix-8.8-Requirement-Matrix IN-DM 1 All escalated customer complaints received on attorney's letterhead must be sent to the AUTHORITY. Question: How would the authority like to receive notification of escalated customer complaints? Via email, through the system etc.?**

**A: Via email.**

**Q256: 105 Appendix-8.8-Requirement-Matrix IN-DM 6 The Collection Vendor must gather necessary documentation and details from the customer regarding ad hoc disputes, but only the AUTHORITY has the authority to resolve ad hoc disputes by dismissing or upholding the toll. Other types of disputes must be resolved directly by the Collection Vendor according to the AUTHORITY's established business rules. Question: Please expand on the concept of ad hoc disputes.**

**A: To be discussed at the workshops.**

**Q258: Section 4.3 On page 39, in section 4.3, it states, "VENDORS are advised that no sub-consultant or subcontractor may be employed without the AUTHORITY'S approval, in its sole discretion." Also, on page 6, section 1.5, it says, "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." When during the selection process does this approval process take place? What are the anticipated number of Full-Time Equivalent employees needed for the manual image review? What is the anticipated volume of manual images that will need to be reviewed on a monthly basis through the double-blind process?**

A: During the selection process, a tentative approval is granted during contract negotiations, with final approval occurring after background checks are completed. The TCS Vendor determines the number of Full-Time Equivalent employees required for manual image review based on their previous experience and TCS requirements. The image-based transaction data has been provided. Please refer to Appendix 8.6 for current lane activity counts.

**Q259: General/Background question: Would the RMTA please consider extending the due date for proposals by at least 2 weeks to allow enough time for prospective vendors to receive answers to questions and incorporate them into their proposals?**

A: The Proposal Submittal date has been revised to April 30, 2025. Revised schedule is included in Addendum 4.

**Q260: General/Background question: Can the RMTA provide the approximate number of unique vehicles/plates currently receiving violations monthly (e.g. 100,000 violations occur monthly for 20,000 vehicles)?**

A: See the RMTA Toll Collection Report provided by VDOT.

**Q261: Page 17, 2.2.6: It is referenced that a commuter could potentially receive 3 notices in 1 month (assuming they regularly use RMTA facilities during the month); for the subsequent First, Second and Legal notices, will they be consolidated into a 30 day billing cycle or would the customer receive 3 separate sets of subsequent notices for each 10 days of transactions? For Pay-by-Plate customers, what does the RMTA anticipate the average toll amount to be owed/incurred by a motorist on a monthly basis? We understand that historical data is not available, just looking for a projection.**

A: Form G Price Proposal says to assume 3 transactions on the first invoice. A commuter could receive three invoices in one month but only one notice per month.

**Q262: Page 18, Section 2.2.7: What is the expected spacing in days for the First, Second, and Legal notices? Does the RMTA anticipate the vendor sending Legal notices for each customer or only for those meeting a certain balance? Regarding the DMV hold notice, will all customers meeting the statutory eligibility receive DMV hold notices or will this only apply to a certain segment of customers? Please provide an approximate percentage of overall customers that RMTA anticipates will receive a DMV hold notice.**

A: Noticing is issued monthly for unpaid transaction. Only one notice is sent per month. Legal notice will only be sent to those customers that meet the criteria. DMV holds will only be administered to those customers that meet the criteria. See Invoicing/Noticing and DMV Business Rules. Historical information is not available. The noticing will be discussed at the workshops. RMTA is interested in applying best practices to achieve their goals for revenue collection.

**Q263: Page 18, Section 2.2.8 – can RMTA confirm that the notices detailed in Section 2.2.7 will be first-party (on RMTA’s letterhead) and the notices sent during the “Debt Collection Strategy” phase will be on the debt collection agency’s letterhead? Will a collection agency be able to accept payments through their own website and other internal payment options or should payments be directed to the TCS vendor’s website, lockbox etc.?**

A: The specifics of what letterhead should be utilized will be discussed at the workshops. Yes. To the TCS will be authorize to accept payments through their own website and other payment options provided by their subcontractors.

**Q264: Page 64, Section 6.3.6.1: while our firm understands RMTA's goal to collect as early as possible in the billing cycle, there does not appear to be any price line item for collection activities occurring after the Legal and/or DMV Hold notice stages. Can RMTA confirm that the TCS vendor will be expected to continue collection attempts after these notices are sent (e.g. using a collection agency) and if confirmed, could a separate pricing line item be added to compensate those activities?**

A: Confirmed, collection attempt should continue after notices are sent. There is a pricing element for these collections in the Incentive Structure section on Form G Price Proposal.

**Q265: Performance requirements – SLA 6 and 6.A Will the TCS be able to submit supporting documentation for exceptions where a particular state DMV platform is offline resulting in late retrieval of information?**

A: Yes.

**Q266: Performance requirements – SLA 6 and 6.A Will the percentages be adjusted to exclude states that do not allow for DMV information sharing?**

A: Yes. To be addressed during contract negotiation

**Q267: Will the authority allow for outbound communication attempts including calls, emails, SMS, etc. at each phase of invoicing to assist in meeting the target resolution measurements?**

A: Yes.

**Q268: SLA 11A – Since this is a new project will the Authority suspend or adjust SLAs 11A, 11B, 11C, 11D, 11E once a baseline recovery percentage is determined during the first 6 months of the project. The current SLAs penalize the TCS for unknown consumer behavior**

A: See response to Question 224. RMTA will allow a 90-day stabilization period.

**Q269: SLA 12 – Does the call abandon rate include only inbound calls? Can this SLA be adjusted to only include calls > 10 sec. as calls below that time are typically misdials?**

A: See response to Question 189. RMTA will adjust the calculation to remove short abandons less than 10 seconds from the calculation.

**Q270: 2.2.3 Does the TCS need to maintain a list of nonrevenue vehicles that will be coded-off at image review or prior to invoicing?**

A: Yes.

**Q271: 2.2.3 How are non-revenue vehicles handled in the image review process?**

A: The license plate would be read the same as any other plate based transaction and coded to identify as a non-revenue transaction.

**Q272: 2.2 Can manual image review be completed offshore?**

A: No.

**Q273: 2.2.6 The requirement is for the TCS to update ROV information every 30 days. Does this include out-of-state ROV information. There is a per hit fee each time an out of state search occurs.**

A: No.

**Q274: 2.2.6 The requirement is for the TCS to update ROV information every 30 days. Does this include postpaid and pre-paid accounts that the consumer setup?**

A: No.

**Q275: 2.2.6 What percentage of transactions are from out of state vehicles?**

A: Historical volumes are not available.

**Q276: AM-DC2 At what point does the 3-business day timeline start? The day the file is sent to the mail house? The date the mail house gets the mail piece to the USPS?**

A: The date the mail house gets the mail piece to the USPS.

**Q277: Are all of the invoices already designed by RMTA? If not, will TCS be responsible for design services?**

A: Invoices will be a collaborative effort designed in the workshops.

**Q278: 2.2.9 Please provide the \$ amount of the fines for placing and removing DMV holds.**

A: There is no cost to the TCS vendor for placing DMV holds and removals as they are pass through amounts to the Authority and are currently \$40 each.

**Q279: 2.3 Experience and Expertise – Can the authority provide more detail on what information needs to be presented in the ‘case studies’?**

A: Real world experience that demonstrates your capability, reliability and results.

**Q280: 3.14.g Customer Service – What are the required methods for gathering consumer satisfaction metrics?**

A: To be addressed at the workshops.

**Q281: 2.1.5 Collections – Does RMTA expect the TCS to support placement of violations with more than 1 collections agency?**

A: The TCS is expected to pursue collections. The number of subcontractors utilize for delivering the TCS requirements is the Vendors decisions.

**Q282: Pass through costs – Will the authority consider adding the out of state ROV lookups to the pass through cost as there are no current violation count numbers on out of state vehicles?**

A: The Authority will pay a blended rate processing cost for out-of-state DMV lookups.

**Q283: Pass through costs – Will the TCS be allowed to require the ROV to pay credit card and any convenience fees?**

A: Yes, see RFP section 5.1.6.

**Q284: Pass through costs – Will the authority consider adding credit card and any convenience fees to the allowed pass through costs?**

A: No.

**Q285: Pass through costs – Will the authority please define ‘banking fees’ as indicated in the allowed pass through costs?**

A: To be addressed at the workshops.

**Q286: Pass through costs – Will the authority consider adding cash payment fees to the allowed pass through costs as these are considerably higher than regular credit card fees?**

A: No.

**Q287: 4.8.5 Surety or Bank/Financial Institution Letter**

- **Is the performance bond the same as the surety bond? If not, what is the difference?**
- **Since the phase 2 pricing is currently unavailable, will the phase 2 bond be tied to the phase 2 implementation?**

A: A surety bond ensures the Vendor will perform the requirements outlined in the contract. A performance bond guarantees the Vendor will complete the terms of the contract. Phase 2 is an option and if executed the requirement will be addressed in the notification.

**Q288: Section 1.3 Administrative, subsection 1.3.1 Workers' Compensation: The Commonwealth of Virginia does not have reciprocity agreements for Workers' Compensation with other states. If the proposed VENDOR or Subcontractor performs all work remotely, outside of Virginia, does the Authority have any recommendations for the VENDOR to be in compliance with Requirement 1.3.1 on p. 4 re: Workers' Compensation?**

A: Worker's Compensation is a Federal requirement and is governed by the Federal Employees' Compensation Act (FECA).

**Q289: On the prepaid and post paid accounts will RMTA allow pass through credit card costs on the refill account transactions?**

A: No.

**Q290: 2.2 Scope of Services 1 Regarding the requirement “All services defined with the RFP will be performed in the continental U.S.” does this pertain to the full Scope of Services including back-end development tasks?**

A: No, it does not pertain to back-end development it pertains to the service the TCS will provide to RMTA as a result of the development.

**Q291: 1 RFP Section 5.3 Customer Service and Support RFP Reference: IVR and External website in Spanish Question: Can you provide details of the both English and Spanish inbound call volume?**

A: Historical data is not available.

**Q292: 2 RFP Section 8.4 ICDs RFP Reference: Lane Integrator to Vendor ICD Question: Can we access the ICDs of the Lane Integrator to the Commercial Back Office, including data volume, images, and payloads for each transaction?**



A: The Lane Integrator will send all bundled host transactions in the IAG format using the VTFG ICD to the TCS Vendor.

**Q293: 3 RFP Section Appendix 8.8 Requirement Matrix RFP Reference: AM-PP-8 Question: Can we obtain a list of the approved payment methods for RMTA?**

A: To be discussed at the workshops.

**Q294: 4 RFP Section Appendix 8.8 Requirement Matrix RFP Reference: AM-PP-9 Question: Can we get details on the third-party mobile applications to be integrated along with their ICDs?**

A: To be discussed at the workshops.

**Q295: 5 RFP Section Appendix 8.8 Requirement Matrix RFP Reference: AM-PP-10 Question: Can we get details on the payment card provider, settlement bank, and ICDs(if applicable) for the payment integration?**

A: To be discussed at the workshops.

**Q296: 6 RFP Section Appendix 8.8 Requirement Matrix RFP Reference: AM-PP-10 Question: Will the authority onboard the payment card processor and banker, with the scope limited to integration only?**

A: To be discussed at the workshops.

**Q297: 7 RFP Section Payment Processing RFP Reference: Canadian and Mexican Customers Question: Does RMTA have any preferred cloud service provider like AWS or Azure?**

A: RMTA does not have a preference. The TCS Vendor must ensure all security requirements are met with their solution.

**Q298: 8 RFP Section Appendix 8.9 Reporting Matrix RFP Reference: Column D Question: Can you share us example of each of summary and details report?**

A: These are the types of reports that are expected to be needed. The details of the contents will be worked out in the workshops.

**Q299: 9 RFP Section 2.1.3 Customer and Account Management RFP Reference: Self-Service Website Question: The RFP requires a website for customers to make payments and manage accounts before invoicing. Will this site be a standalone website launched from a link on [rmtaonline.org](http://rmtaonline.org)?**

A: The page should be linked to the TCS Vendor's system with a link from the RMTA webpage.

**Q300: 10 RFP Section Addendum 2, Q17 RFP Reference: Multiple Vendor Question: As per response to Q17, RMTA might award the contract to multiple vendors, if so, can we respond only to the technology solution scope of RFP including operational and commercial back office services**

A: Proposals for a partial scope are limited to Image Review Systems and/or Image Review Manual Services.

**Q301: 11 RFP Section 2.7 Schedule of Activities RFP Reference: Go - Live Question: Please help us understand the business reason behind the expedited 6-month go-live timeline?**

**Considering greenfield deployment i.e. no historical toll data, shall we propose a phased delivery aligned with transaction aging and escalation lifecycle**

A: RMTA is on a aggressive timeline to meet the Mid-December go live date. The intent is to award the contract to a Vendor where RMTA requirements can be integrated into the Vendor's current solution where minimum development is required.

**Q302: RFP Section: 1.6 VENDOR Team Exclusivity Limitations 1.6.2 Software Providers and Minor Subcontractors Question: • Please delineated which RFP submittal forms and requirements are required or not required in a proposal submittal from an independent Software Provider?**

A: Proposals for a partial scope are limited to Image Review Systems and/or Image Review Manual Services.

Financial Statements, All Forms, Business Rule, Requirements, Reporting Matrixes, Performance and Surety Bonds, Technical and Pricing Proposals

**Q303: RFP Section: General: Question: Is RMTA able to provide a list of potential bidders or those who have downloaded the RFP or a list of respondents for the related RFI?**

A: Yes. Here is a list of the companies that have expressed an interest in the TCS procurement:

Accenture  
AllianceOne Receivables Management Inc.  
A-to-Be  
CCS  
Cognizant  
Conduent  
Duncan Solutions, Inc.  
First Union  
Global Agility Solutions LLC  
Harris & Harris, Ltd  
IBI (Arcadis)  
IPS Group Inc.  
iQor US Inc.  
Kapsch TrafficCom  
Kyra  
Linebarger Law Firm  
Neology  
Net Gain Marketing  
Nuvei  
Paylt, LLC  
PayNear Me  
Penn Credit  
Perceptics  
Perdue Brandon Fielder Collins & Mott, LLP  
PlusPass/BanPass

Q-Free  
Shimmick  
SWC Group  
Transurban  
Valor Intelligent Process LLC  
ViaPlus  
Intelliroad  
Paymentus  
TTEC

**Q304: Document: Appendix 8.8 Requirements Matrix Section: TP-FR 10 Question: Would next day funding be acceptable for both card and ACH?**

A: The current requirement under TP-FR 10 states that all funds shall be deposited at the close of each business day. If the VENDOR is unable to meet this requirement, please clearly explain the constraints, expected deposit timelines for both card and ACH transactions, and any associated risks or impacts in the Comment next to the requirement. This information will be considered during the evaluation process.

**New Revised Schedule for Addendum 4**

| <b>Step Two – New Revised</b>              | <b>Date</b>                  |
|--|------------------------------|
| Anticipated RFP Release Date               | March 13, 2025               |
| Questions and Requests for Clarification   | March 28, 2025, 1:00 P.M. ET |
| AUTHORITY Response to VENDOR Questions     | April 2, 2025, 4:00 P.M. ET  |
| Proposal Submittal                         | April 30, 2025, 1:00 P.M. ET |
| Short Listing Results                      | May 12, 2025, 1:00 P.M. ET   |
| Mandatory Site Visit to observe operations | May 19 - 23 2025             |
| Announcement/Selection Date                | June 4, 2025, 4:00 P.M. ET   |
| Notice to Proceed                          | June 13, 2025                |
| Go-Live                                    | December 15, 2025            |