



Pay By Mail Receivables Management Request for Proposals

**Publication Date: June 26, 2019
Response Deadline: July 29, 2019**

Prepared by



Version 1.0

REQUEST FOR PROPOSALS (RFP)

to provide

Pay By Mail Receivables Management

RFP Issue Date: June 26, 2019

RFP Response Deadline: July 29, 2019

Submit Response To:

North East Texas Regional Mobility Authority
Attn: Ron Fagan
16001 Spillman Ranch
Austin, TX 78738

All spaces below are to be filled in and this sheet must be incorporated within as the first page of the response to this Request for Proposals (RFP).

Firm Name:

Contact Name:

Address:

Telephone:

Facsimile:

Email:

Signature

Name and Title

Date

Refer ALL Inquiries to the following RFP Contact:

rfagan@faganconsulting.com

ONLY EMAIL INQUIRIES ACCEPTED

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LIST OF ACRONYMS/TERMS

Term	Definition
AVC	Automatic Vehicle Classification is the toll lane system that detects and classifies vehicles based on the number of axles.
AVI	Automatic Vehicle Identification is the radio frequency system that identifies vehicles using transponders as they pass fixed antennas or readers to automatically charge the toll to the Customer
BIF	“Bill in Full” – Entire balance owed on an account
BOS	Back Office System is the toll processing system that contains the Host, Image Review, Customer Service and Violations Processing subsystems.
Business Rules	Rules that define the business and are intended to assert business structure to control the behavior of the business.
Contractor	The prime contractor resulting from this Request for Proposal
Credit	Dismissal of any portion of a balance owed.
CSC	Customer Service Center
CSR	Customer Service Representative is a person that interacts with the NET RMA’s customers on its behalf
Day	One business day
Deliverables	Documents provided by the Contractor to the NET RMA as part of the agreed contract terms
DMV	The Texas Department of Motor Vehicles is the state agency that provides vehicle registration information to the NET RMA.
Duplicate Plates	Texas sometimes issues the same license plate to one or more vehicles. This causes issues when billing the correct person. As a result, bills are sometimes credited in full.
ETC	Electronic Toll Collection is a means of toll revenue collection which uses AVI technology to automatically charge the toll to the Customer.
FTC	The Federal Trade Commission (FTC) is an independent agency of the United States government, established in 1914 by the Federal Trade Commission Act. Its principal mission is the promotion of consumer protection and the elimination and prevention of anticompetitive business practices, such as coercive monopoly.
IOP	Interoperability
IOP Hub	Interoperability Hub

NET RMA	North East Texas Regional Mobility Authority
Notice	Violation notification document provided to the roadway customers.
PBM	Pay By Mail is a payment option for NET RMA customers that post-pay for their toll road usage based solely on their license plate(s).
Proposal	A Proposer’s response to this RFP
Proposer	Any of the pre-qualified firms submitting a proposal
Report Proposal	A Proposer’s report response to the RFP
RFP	Request for Proposal (this document)
Subcontractor	Firm under contract with the Contractor to perform portions of the Scope of Services
T1 (Tier 1)	<p>A total of 25% of original balance of total fees is dismissed.</p> <ul style="list-style-type: none"> • \$3.75 dismissed out of “Current Balance” for VIO1 • \$3.75 dismissed out of “Current Balance” for VIO2 • \$7.50 dismissed Final Violation fee
T2 (Tier 2)	<p>A total of 50% of original balance of total fees is dismissed.</p> <ul style="list-style-type: none"> • \$7.50 dismissed out of “Current Balance” for VIO1 • \$7.50 dismissed out of “Current Balance” for VIO2 • \$15.00 dismissed Final Violation fee
T3 (Tier 3)	<p>A total of 75% of original balance of total fees is dismissed.</p> <ul style="list-style-type: none"> • \$11.25 dismissed out of “Current Balance” for VIO1 • \$11.25 dismissed out of “Current Balance” for VIO2 • \$22.50 dismissed Final Violation fee
Transaction	An event that occurs when a vehicle travels through a tolling location where the event may or may not be associated with a transponder read. Refers to both a transponder or Video transaction
Transponder	A device placed on or within a motor vehicle that is capable of transmitting or receiving information used to assess or collect tolls that results in recognizable vehicle identification for tolling purposes
Transponder Transaction	Each electronic record of a toll that constitutes one toll payable from a customer, respecting a vehicle that (a) passes through a toll lane, (b) is equipped with a transponder issued by a Transponder Issuer, and (c) has a sufficient account balance at the time of posting or re-posting to pay in full the applicable toll rate.

Video Transaction	Each electronic record of a toll and video image(s) of license plates and other video data with respect to a vehicle without a valid Transponder read and processed through Pay By Mail
VIO1	First violation (late) fee added. \$15.00 fee
VIO2	Second violation (late) fee added. \$15.00 fee
Final Violation	Final violation (late) fee added. \$30.00 fee
Violation	A video transaction that is not matched to a Transponder account and remains unpaid after initial invoicing
Work	Delivery expectation in regard to milestones and deliverables as defined by this RFP

LIST OF ATTACHMENTS

Attachment A – Scope of Services

Attachment B – Key Performance Indicators

Attachment C – Required Forms

Schedule 1 –Cost Proposal Worksheet

Attachment D – Collection Credit Guidelines

Attachment E – Three-Tier Structure Credit Guidelines

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1 INTRODUCTION

The North East Texas Regional Mobility Authority (NET RMA) is a regional mobility authority and political subdivision of the State of Texas governed by the provisions of Texas Transportation Code, Chapter 370. The NET RMA's mission is to implement transportation solutions that will enhance the quality of life and the economic environment in our area. The NET RMA was established as a regional mobility authority in Texas on October 28, 2004 by the Texas Transportation Commission. The NET RMA is governed by a 19-member board of directors that represent each of the member counties: Bowie, Kaufman, Cherokee, Gregg, Harrison, Panola, Rusk, Smith, Titus, Upshur, Wood and Van Zandt.

The NET RMA is requesting proposals from qualified firms interested in providing Pay by Mail (PBM) Receivables Management Services for previously established delinquent accounts. As further described below, the PBM Receivables Management Services consist of collecting unpaid balances owed by delinquent accountholders.

Currently, the NET RMA's PBM, Violation, and Collection services for uncollected toll transactions and administrative fees are provided pursuant to an interlocal agreement with the Central Texas Regional Mobility Authority (CTRMA). The CTRMA remains under contract with the incumbent firm on a month by month basis.

The NET RMA seeks qualified firms to assume receivables management services for all delinquent PBM accounts that relate to the NET RMA's operation of a toll road system, including unpaid tolls, processing fees, and administrative fees assigned *prior* to November 18, 2018. Services related to the recovery of tolls and administrative fees assessed on or *after* November 18, 2018 are not included in the scope of this procurement.

2 SCOPE OF SERVICES REQUESTED

The NET RMA is requesting proposals from qualified firms to perform receivable management services. At a high level, the Scope of Services shall include:

- Recovery of outstanding tolls, administrative fees, and processing fees as a result of unpaid toll bills occurring between January 2013 and November 2018.
- Migration of all relevant account data from the incumbent Contractor's system.
- Maintain SOC II Compliance and a minimum PCI Merchant Level 2 Certification.
- Provide collection services in compliance with applicable State of Texas and Federal laws, and all established guidelines by the Federal Trade Commission (FTC).
- Adherence to operational standards in accordance with those defined by the Fair Debt Collections Practices Act (FDCPA) and Unfair, Deceptive, or Abusive Acts or Practices (UDAAP).

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- Provide detailed reports regarding collection activity, outstanding portfolio balances, disputes, liquidation rates, complaints, and other data required to substantiate remittance statements.
- Weekly remittance of funds to the NET RMA.
- Project startup support including project management and technical implementation as necessary.
- Compliance with the NET RMA's goals to collect delinquent accounts and maintain a positive relationship with the public while promoting continued use of the toll road.
- Provide all necessary resources, facilities, hardware, software, infrastructure, and staffing to accomplish all aspects of the Scope of Services detailed herein.
- Upon NET RMA direction, support a 30-day period to transition operations from the Contractor's collection system to a succeeding collections system. During this 30-day period the Contractor must provide maintenance and operations services and transition support to ensure that there is business continuity and no negative effects to customers and customer service during the transition. Payment for the 30-day transition period shall be in the lump sum amount of \$10,000. This payment is full compensation for all labor, materials, equipment, supplies, and incidentals necessary to provide the maintenance, operations, and transition services and no additional compensation shall be allowed.

The NET RMA and the Contractor may, at the discretion of the NET RMA, negotiate a different price for this item at the time of transition based on the actual scope and duration of transition activities. The NET RMA may also choose to transition away from the Contractor's system without the support of the Contractor. In this case, no transition payment shall be made.

3 LENGTH OF CONTRACT

The length of the Contract will be one (1) year and will include two (2) options to extend the Contract. Each option will be for a period of six (6) additional months for a total contract term up to two (2) years. The Contract will be renewable under the same conditions of the original contract, as mutually agreed upon. The NET RMA retains the ability to cancel the Contract in whole or in part for any reason upon a 30-day written notice, delivered by certified mail to the Project Principle.

4 BACKGROUND OF SERVICES REQUESTED

4.1 DESCRIPTION OF CURRENT TOLL FACILITIES

NET RMA currently operates the Toll 49 toll road, including the following segments:

- **Segment 1** extends from SH 155 easterly to US 69, approximately 5.0 miles. Construction on this segment was completed in August 2006, and it opened to traffic as a Toll Road in November 2006.
- **Segment 2** extends from US 69 easterly to FM 756 (Paluxy Road), approximately 2.0 miles and was opened to traffic in January 2008, and tolling was initiated in March 2008.
- **Segment 3A** extends from SH 155 northwesterly to SH 31, approximately 6.6 miles and was completed as of November 9, 2012.
- **Segment 3B** extends from SH 31 north to I-20, approximately 10.2 miles opening to traffic as a Toll Road on March 28, 2013.
- **Segment 4** extends from I-20 north to US 69 above Lindale and was opened to traffic in November 2018.
- **Segment 5** extends from FM 756 to SH 110 near Whitehouse, a distance of approximately 2.5 miles.

Toll System Map 2019*



4.2 PBM PROCESSING OVERVIEW

The largest share of the NET RMA’s toll collection occurs through pre-paid “Automatic Vehicle Identification” (AVI) accounts, in which radio frequency transponders mounted in the vehicles were identified by roadside equipment. For customers who had established transponder-based accounts which were in good standing, this data is transmitted to the Central United States Interoperability Hub (CUSIOP) - a regional processing center for posting and debiting.

For the remaining vehicles, for which there was no transponder “read” or the account was not in good standing, the roadside systems captured images of the vehicle’s license plates. These images, along with the transactional information (location, date, time, classification of the vehicle, etc.), were sent to the

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PBM Services Contractor for additional processing, pursuit of toll and non-payment fee revenues, and collections.

By querying the Texas Department of Motor Vehicles (TxDMV) database a mailing address was obtained for the registered owner of the vehicle and an initial Toll Bill was mailed including the total amount of tolls due and a \$1.00 processing fee. Failure to pay the toll bill in full resulted in the issuance of a Notice of Non-Payment including an additional \$15 administrative fee.

Failure to comply with payment of the first Notice of Violation in the allotted time resulted in the issuance of a Second Notice of Non-Payment and an additional \$15 non-payment fee, bringing the total administrative fee to \$30.

If the customer did not pay the Second Notice of Non-Payment, the toll bill was placed in collections. An additional \$30 fee was added to the bill bringing the total to the cumulative toll amount due for that billing cycle, a \$1 processing fee, and total administrative fees of \$60. The bill remained in collections until one of the following occurs: the bill was paid; the customer entered a payment plan to pay the bill off over time; the customer successfully filed for bankruptcy, or NET RMA-initiated legal action for failure to pay toll.

Egregious customers were pursued in court, using evidence packages prepared by the PBM Services contractor. The customer was issued a Last Chance letter eligible for legal action and slated for the next round of submission. If the customer did not contact the PBM services contractor, the NET RMA filed a criminal complaint for Failure to Pay Toll – a Class C misdemeanor - in the appropriate justice court.

In accordance with Texas SB 1792, which offers strong enforcement action for chronic customers, the Habitual Violator statute provides various remedies including the ability to block vehicle registration renewal. NET RMA has not implemented this program under the previous PBM services contractor.

Note, recovery of delinquent accounts using Court and Habitual Violator remedies are not included in the Scope of Services for this procurement.

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4.3 SUBCONTRACTS

Subcontractors providing portions of the services under the Contract shall meet the same requirements and provide the same level of service required of the Contractor. If the Contractor uses a Subcontractor for any or all the work required, the following conditions apply under the listed circumstances:

- Subcontracts shall not be executed without prior authorization and written approval from the NET RMA. The NET RMA retains the right to verify Subcontractor's background and decide to approve or reject the use of submitted Subcontractors.
- Respondents planning to subcontract a portion of the work under this solicitation shall identify the proposed Subcontractors at the time of submittal. Changes to proposed Subcontractors requires the NET RMA's express written approval.
- The Contractor shall coordinate and control the performance and schedule for all Subcontractors. The Contractor shall be solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.
- The NET RMA reserves the right to require the removal of any Subcontractor or Subcontractor employees deemed unsatisfactory by the NET RMA.
- Contractor shall pay all Subcontractors in accordance with the General Provisions.

4.4 THE NET RMA'S RESPONSIBILITIES

The NET RMA, or their designated authorized representative, will:

- Furnish a Project Manager to serve as the primary point of contact for the Contractor.
- Provide assistance in coordinating with the incumbent Contractor in support of data migration and transition of collection services to the selected Contractor.
- Provide access to NET RMA personnel, documentation, business policies, and data required to design and implement the Program.
- Provide assistance in obtaining information from the NET RMA and other local, regional, and federal agencies.
- Provide timely reviews and decisions to maintain an agreed upon project schedule.

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4.5 OWNERSHIP OF MATERIALS, SOFTWARE AND LICENSES

Ownership of all data, materials and documentation originated and prepared for the NET RMA pursuant to the RFP and under the Contract shall belong exclusively to the NET RMA and be subject to public inspection in accordance with applicable law.

Subject to compliance with law, the NET RMA acknowledges that certain proprietary software and all related software documentation furnished under the Contract may constitute valuable assets of the Contractor and, as between the NET RMA and the Contractor, is proprietary information and property of the Contractor. The Contract shall grant the NET RMA the right to use the proprietary software and related software documentation under the terms and conditions set forth in the Contract and the NET RMA shall not acquire any rights of ownership in or title to the proprietary software and any source code or related software documentation.

Proprietary software and related software documentation shall be used only by employees of the NET RMA and any third parties whose services are necessary to the NET RMA. For the avoidance of doubt, all software delivered by Contractor to the NET RMA is proprietary software and is licensed to the NET RMA pursuant to the terms of the Contract. This provision shall control over all other provisions in the Contract.

4.6 CONFIDENTIALITY CLAUSE

The NET RMA is governed by laws and regulations that make certain information confidential as well as specify how public information is released.

- The Contractor and any Subcontractors, and their employees, shall not divulge any information relative to the NET RMA's business to a third party without the prior written approval of the NET RMA. Contractors shall put this provision in all Subcontracts.
- Employees of the Contractor, and any Subcontractors, may be required to sign a Non-Disclosure Agreement with other contractors or the NET RMA's contractors, as required.

4.7 PUBLIC INFORMATION ACT

All responses to this RFP shall be deemed, once submitted, to be the property of the NET RMA. Responses may be subject to public disclosure under the Texas Public Information Act ("PIA"). Any material believed by the Proposer to be proprietary, confidential, or otherwise exempt from disclosure under the PIA should be clearly marked as such. If the NET RMA receives a request for public disclosure of all or any portion of a response, the NET RMA will use reasonable efforts to notify the proposer of the request and give the proposer an opportunity to assert, in writing to the Office of the Attorney General, a claimed exception under the PIA or other applicable law within the time period allowed under the PIA.

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4.8 PAYMENT

Payment for the Work shall be based on the various unit prices for the items of work as proposed and agreed upon for the specific Work Authorization issued and in accordance with the terms as defined in the Contracts.

5 PROCUREMENT DETAILS

5.1 PROCUREMENT SCHEDULE

Proposals must be received at **16001 Spillman Ranch Austin, TX 78738 (Attention: Ron Fagan) by 4:00 p.m. local time, July 29, 2019**, to be eligible for consideration. **Late submittals will not be evaluated.** The full schedule appears in the table below.

Event	Date
Date of Issuance	Wednesday, June 26 2019
Questions Period Begins Forward all questions to rfagan@faganconsulting.com	Thursday, June 27, 2019
Question Period Ends	Thursday July 11, 2019
Last Day Answers Posted to NET RMA’s Website https://www.netrma.org/current-procurements/	Friday July 12, 2019
Proposals Due North East Texas Regional Mobility Authority Attn: Ron Fagan 16001 Spillman Ranch Austin, TX 78738	Monday July 29, 2019
NET RMA Review and Evaluation	Tuesday July 30, 2019 – Friday August 9, 2019
Formal Notice of Selection of Contractor	Tuesday August 13, 2019 NET RMA Board Meeting

5.2 PROPOSAL EVALUATION

Only Proposals received by the designated response time and date and that meet the minimum qualifications will be considered. The NET RMA has sole discretion and reserves the right to reject any or all responses. In no event, will the NET RMA be liable to any proposer or potential proposer for the cost incurred in responding (or preparing to respond) to this RFP. Each Proposal will be evaluated and rated by an Evaluation Committee designated by the Executive Director which will review all information and will make a recommendation to the Executive Director as to its ranking of the Proposers. The Executive Director will make a recommendation to the NET RMA Board of Directors of the Proposer best qualified to perform the services and provide the Best Value to the NET RMA. The final selection, if any, will be made by the NET RMA Board of Directors, and the Board will not be bound by the recommendation of the Executive Director of the Evaluation Committee.

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5.2.1 STEPS OF EVALUATION

The proposals will be evaluated in four (4) steps which are as follows:

STEP 1

The NET RMA Evaluation Committee will conduct an administrative pass/fail review of all proposals. This review is to ensure all required content and forms are submitted and requirements for format, page counts, etc. are adhered to. **COST PROPOSALS MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE. FAILURE TO DO SO WILL BE GROUNDS FOR REJECTING THE PROPOSAL.**

The NET RMA reserves the right to contact Proposers should they discover a minor administrative or procedural error or omission. If contacted for clarification or submission of missing materials the Proposer will have a set amount of time to provide specifically the information requested. Additional expansion on the technical proposal or adjustment of explanations on technical items will not be allowed under any circumstances.

STEP 2

The Qualifications and PBM Receivables Management Proposals will be evaluated on their material content and responsiveness to the specific Project requirements. The NET RMA Evaluation Committee will review the Proposals and other information submitted by each Proposer to ensure that each party understands the Proposer's intent for meeting the project requirements. The Proposer should at a minimum:

- Demonstrate that the Proposer has carefully considered and understands the project requirements and that the Proposer has not submitted an unrealistic proposal.
- Demonstrate the Proposer's experience with receivables management services as applied to toll transaction and violation processing systems of similar size and scope as this project.
- Demonstrate that the Proposer has performed receivables management services which have proven successful and have serviced clients with similar operations in terms of volumes, customer base, and portfolio values like the environment required by the NET RMA.
- Demonstrate that the Proposer has staff and facilities large and capable enough to provide receivables management services in compliance with the within the desired implementation schedule and for the duration of the contract.
- Demonstrate requisite customer service, including fair and equitable treatment of all customers. The NET RMA values its customer relationship and expects the contractor to provide services on this contract in a manner that supports the NET RMA's standing. Provide information on applicable data, metrics, performance, and results from other projects demonstrating the

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Proposers ability to successfully to collect outstanding receivables while maintaining high standards of customer service.

The evaluation criteria will be based on rating each PBM Receivables Management Proposal for compliance with the requirements of the Scope of Services, including receivables management approach, experience, project management, operations management, personnel, customer service and facilities.

STEP 3

The NET RMA will not open cost proposals until completion of the administrative review pass/fail and Qualifications and PBM Receivables Management Services Proposals evaluation (Steps 1 and 2). Cost Proposals will be evaluated for compliance with this RFP. Cost Proposals will be evaluated in conjunction with related Qualifications and PBM Receivables Management Services Proposals.

STEP 4

Following completion of the evaluation process, the Evaluation Committee will present its scoring and ranking of the proposals to the Executive Director. Preliminary discussions concerning pricing may occur at this time at the discretion of the Executive Director. The Executive Director will make a recommendation to the NET RMA Board of Directors as to the apparent Best Value Proposer. The NET RMA Board will make the ultimate selection, if any. Upon authorization by the NET RMA Board, the NET RMA will proceed with formal discussions with the apparent Best Value Proposer to finalize the contract. If the NET RMA is unable to agree on the terms of the contract with the apparent Best Value Proposer, or the NET RMA determines that such Proposal no longer presents the Best Value, the NET RMA may elect to terminate contract negotiations with the initial Best Value Proposer and proceed with discussions with the next highest ranked Best Value Proposer to finalize the contract.

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5.2.2 QUALIFICATIONS AND COST EVALUATION

It is the NET RMA's intent to award a contract to the firm that will provide the best value to the NET RMA inclusive of fee considerations.

Criteria for evaluating the contents of the Qualifications and PBM Receivables Management Services Proposal and Cost Proposals shall be on a weighted distribution of 60% for qualifications and response to the Scope of Work and 40% for the Cost Proposal. The Evaluation Committee will assess the proposals using the criteria listed below:

5.2.2.1 PROPOSER'S QUALIFICATIONS AND PBM RECEIVABLES MANAGEMENT SERVICES PROPOSAL SCORING

Scoring of the Qualifications and PBM Receivables Management Proposal will be based on the evaluation of the Proposer's response to the following Qualifications, Experience, understanding and response to the Scope of Work including the following:

- Responsiveness to RFP and Completeness of Proposal
- Overall quality of proposal, including response to all RFP requirements and thorough explanation of all services to be provided
- Experience and understanding of the concepts and requirements of debt collection per Federal and State of Texas laws.
- Relevant experience managing similar relationships with other governmental agencies and/or major commercial accounts, including toll agencies.
- Expertise and overall experience of personnel assigned to the work
- Unique and specialized qualifications making the firm qualified to provide the specific Services requested
- Understanding and approach to meeting the NET RMA's customer service objectives
- Collections Approach
- Operational Approach
- Reporting
- Disputes and Settlements
- Program Startup
- Data Migration
- Systems to Support Operations
- Remittance of Funds
- Compliance, Quality, and Performance
- Project Schedule

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- Project Management Plan

Maximum Qualifications and PBM Receivables Management Services Score: 100 Points

5.2.2.2 COST PROPOSAL SCORING

A Cost Factor to be applied to each Proposer's evaluation will be determined by dividing the lowest Cost Proposal Value (LCPV) by the individual Proposer's CPV.

Maximum Cost Score: 100 Points

$$\text{Cost Factor} = \text{Lowest Cost Proposal Value (LCPV)} / \text{Cost Proposal Value of Proposer (CPV)}$$

$$\text{Cost Proposal Score (CPS)} = 100 \times \text{Cost Factor}$$

5.2.2.3 FINAL TOTAL PROPOSAL SCORE

The Final Total Proposal Score will be a be the sum of the Qualifications and PBM Receivables Management Services score and the Cost score, weighted as described above.

$$\text{Final Total Proposal Score (FTPS)} = ((60\%) \times \text{Qualifications and PBM Receivables Management Services Proposal Score (QPS)}) + ((40\%) \times \text{Cost Proposal Score (CPS)})$$

Maximum Possible Total Proposal Score: 100 Points

5.3 AWARD

Award will be made to the Proposer that the NET RMA's Board of Directors determines will provide the Best Value to the NET RMA based on information submitted with the Qualifications and PBM Receivables Management Services proposals and cost proposals. The NET RMA will be the sole judge of Best Value. Best Value criteria may include, but are not limited to:

- Responsiveness to the solicitation technical requirements and level of service proposed
- Reasonableness of the Cost Proposal breakdown
- Proposals showing creativity and value-added recommendations and incentives
- Experience in successfully completing projects with similar scopes of services

5.4 PROTEST PROCEDURES

This Section sets forth the exclusive protest remedies available to the Proposers with respect to this RFP. Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest

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contained herein, expressly waives all other rights and remedies and agrees that the decision on any protest, as provided herein, shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. These provisions are included in this RFP expressly in consideration for such waiver and agreement by Proposers. Such waiver and agreement by each Proposer are also consideration to the other Proposers for making the same waiver and agreement.

If a Proposer disregards, disputes or does not follow the exclusive protest remedies set forth in this RFP, it shall indemnify, defend, protect and hold harmless the NET RMA, its officers, officials, employees, agents, representatives and consultants from and against all liabilities, expenses, costs (including attorney fees and costs), fees and damages incurred or suffered as a result. The submission of a Proposal shall be deemed a Proposer's irrevocable and unconditional agreement with such indemnification obligation.

5.4.1 PROTESTS REGARDING RFP DOCUMENTS

Proposer may protest the terms of the RFP prior to the time for submission of Proposals on the grounds that (a) a material provision in the RFP is ambiguous, (b) any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement, or (c) the RFP in whole or in part exceeds the authority of the NET RMA. Protests regarding the RFP shall be filed only after Proposer has informally discussed the nature and basis of the protest with the NET RMA's RFP Contact in an effort to remove the grounds for protest.

Protests regarding the RFP shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury.

Protests regarding the RFP shall be filed as soon as the basis for protest is known to Proposer, but in any event, it must be received no later than 10 Days before the Proposal Due Date, provided that protests regarding an addendum to the RFP shall be filed and actually received no later than five Days after the addendum to the RFP is issued (or no later than the Proposal Due Date, if earlier).

Protests regarding the RFP shall be filed in writing by hand delivery or courier to **North East Texas Regional Mobility Authority 1001 ESE Loop 323 Ste 420 Tyler, TX 75701** with a copy to the NET RMA's Executive Director and the other Proposers.

The NET RMA and the other Proposers may file by hand delivery or courier to the NET RMA's RFP Contact, with a copy to the protesting Proposer, a statement in support of or in opposition to the protest. Other Proposers shall also deliver a copy of their statement to the NET RMA's Executive Director. Such statements must be filed within seven Days after the protesting Proposer files its protest.

The protesting Proposer shall have the burden of proving its protest by clear and convincing evidence. No hearing will be held on the protest unless the NET RMA's RFP Contact agrees to a hearing. The NET RMA's RFP Contact or designee will decide the protest based on the written submissions within 15 Days after the NET RMA's RFP Contact receives the protest. The NET RMA's RFP Contact will furnish copies of

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the decision in writing to the NET RMA, and each Proposer. The decision shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. If necessary, to address the issues raised in the protest, the NET RMA will make appropriate revisions to the RFP by issuing addenda. The NET RMA may in its sole discretion extend the Proposal Due Date, if necessary, to address any protest issues.

Notwithstanding the existence of a protest, the NET RMA may, in its sole discretion and unless otherwise precluded by a court order, continue the procurement process or any portion thereof.

The failure of a Proposer to raise a ground for a protest regarding the RFP within the applicable period shall constitute an unconditional waiver of the right to protest the terms of the RFP and shall preclude consideration of that ground in any protest of qualification of a Proposer unless such ground was not and could not have been known to Proposer in time to protest prior to the final date for such protests.

5.4.2 PROTESTS REGARDING RESPONSIVENESS DETERMINATION OR AWARD

A Proposer may protest any determination by the NET RMA regarding lack of responsiveness or any award made by the NET RMA by filing a written notice of protest by hand delivery or courier to the NET RMA's RFP Contact with a copy to the NET RMA's Executive Director and the other Proposers. The notice of protest shall specifically state the grounds of the protest.

Notice of protest of any non-responsiveness determination must be filed within five days after the notification of non-responsiveness. Notice of protest of any award by the NET RMA must be filed within five days after the NET RMA's announcement of an apparent Best-Value Proposer.

Within seven (7) days of the notice of protest, the protesting Proposer must file with the NET RMA's RFP Contact and provide a copy to the NET RMA's Executive Director and the other Proposers, a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Proposer shall have the burden of proving its protest by clear and convincing evidence.

Failure to file a notice of protest or a detailed statement within the applicable period shall constitute a waiver of the right to protest the evaluation or qualification process and decisions there under, other than any protest based on facts not reasonably ascertainable as of such date.

The NET RMA and the other Proposers may file by hand delivery or courier to the NET RMA's RFP Contact, with a copy to the protesting Proposer, a statement in support of or in opposition to the protest. Other Proposers shall also deliver a copy of their statement to the NET RMA's Executive Director. Such statements must be filed within seven days after the protesting Proposer files its detailed statement of protest.

Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except, in the sole discretion of the NET RMA's RFP Contact or his designee, a hearing or argument may be permitted if necessary, for protection of the public interest or an expressed, legally recognized interest

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of a Proposer or the NET RMA. The NET RMA's RFP Contact or his designee will issue a written decision regarding the protest within 15 days after the NET RMA's RFP Contact receives the detailed statement of protest. Such decision shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. The NET RMA's RFP Contact will deliver the written decision to the NET RMA and each Proposer.

If the NET RMA's RFP Contact or his designee concludes that the Proposer filing the protest has established a basis for protest, the NET RMA's RFP Contact or his designee will determine what remedial steps or actions, if any, are necessary.

5.4.3 COSTS AND DAMAGES

All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. In addition, if the protest is denied, the Proposer filing the protest shall be liable for the NET RMA's costs reasonably incurred in defending against the protest, including legal and consultant fees and costs, and any other damages sustained by the NET RMA as a consequence of the protest. The NET RMA shall not be liable for damages to Proposer filing the protest or to any participant in the protest, on any basis, expressed or implied.

5.5 QUESTIONS & CLARIFICATIONS

Any questions concerning this RFP should be submitted by email prior to the deadline set forth in Section 5.1. Emailed inquiries should be sent to the designated contact shown in Section 5.1. The NET RMA may post the inquiries it receives and responses thereto on the NET RMA's website, as well as any addenda and clarifications issued concerning this RFP. Proposers are responsible for monitoring the NET RMA's website for additional information concerning this procurement. Only written responses and clarifications may be relied upon by Proposers.

5.6 ANTI-LOBBYING REQUIREMENT

Proposers, and any representative of a proposer, are prohibited from contacting or discussing this procurement (or the subject of this procurement) with any employee of the NET RMA, any member of NET RMA's Board of Directors, or the NET RMA's Executive Director between the date of issuance of this RFP and the date a contract is signed with the selected proposer. Violation of this provision will result in disqualification of the proposer from the procurement process.

6 PROPOSAL FORMAT

The entire Proposal must be packaged together in a sealed, clearly identified package for delivery to the NET RMA. The outside of the sealed package shall be labeled as follows:

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**“NET RMA PAY BY MAIL RECEIVABLES MANAGEMENT PROCUREMENT”
THE DATE AND TIME OF THE SUBMITTAL DEADLINE
PROPOSER’S NAME, CONTACT PERSON AND ADDRESS**

Proposal submissions must comply with the following requirements:

- The Proposal volumes shall be organized and formatted in separately bound volumes (using three-ring loose-leaf binders) to separate the components of the Proposal.
- Except for charts, exhibits and other illustrative and graphical information, all information shall be submitted on 8.5-inch by 11-inch paper.
- Charts, exhibits and other illustrative and graphical information may be submitted on 11-inch by 17-inch paper, but must be folded to 8.5-inch by 11-inch, with the title block showing.
- Printed lines may be single-spaced with the type font size being no smaller than 12-point Times New Roman.
- Tables, graphics, maps, and charts minimum font size shall be 11-point.
- All dimensional information must be shown in English units.
- Legibility, clarity, and completeness of the technical approach are essential.
- Pages may be printed double-sided.
- The Qualifications and PBM Receivables Management Services Proposal shall be limited to 25 pages.

Within the delivered package there must be two (2) separate sub-packages:

- one (1) sub-package to contain Volume No. 1 (Qualifications and Pay By Mail Receivables Management Services Proposal); and
- one (1) sub-package to contain Volume No. 2 (Cost Proposal).

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and ensuring that the required address appears on the outer wrapper or envelope used by such service.

The sub-package for Volume No. 1 shall contain two (2) original hardcopies and one USB flash drive copy of the content. **NO COST INFORMATION SHALL BE CONTAINED IN THIS PACKAGE.** The package shall be clearly labeled that it contains Volume No. 1.

The sub-package for Volume No. 2 shall contain two (2) original hardcopies and one (1) USB flash drive copy of the content. The package shall be clearly labeled that it contains Volume No. 2 and be enclosed and sealed in a separate physical envelope or box.

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The USB flash drives, one (1) for each sub-package, shall contain two (2) copies of the documentation provided in the sub-package: one (1) copy in PDF format and the second (2nd) copy in Microsoft (MS) Office document format, which may be in their native format if other than PDF. The PDF files may be protected against editing. The MS Office documents and documents provided in native formats other than PDF shall be provided without any content, editing, or printing restrictions.

6.1 QUALIFICATIONS AND PBM RECEIVABLE MANAGEMENT SERVICES PROPOSAL (VOLUME NO. 1)

Proposers should provide clear, concise, and reasonable responses that specifically address the requirements stated in the RFP where applicable.

DO NOT INCLUDE COST INFORMATION IN THE QUALIFICATIONS AND PBM RECEIVABLES MANAGEMENT SERVICES PROPOSAL SUB-PACKAGE.

The Proposer shall furnish the following information in Volume 1:

- Firm Qualifications (see Section 6.1.1)
- Firm Experience (see Section 6.1.2)
- Key Personnel (See Section 6.1.3)
- Financial Statement (see Section 6.1.4)
- Any necessary conflict disclosures (see Section 6.1.5)
- Any necessary litigation of legal proceeding disclosures (see Section 6.1.6)
- Comprehensive response to all requirements as stated in Attachment A, Scope of Services

6.1.1 FIRM QUALIFICATIONS (5 PAGE LIMIT)

The Proposer shall provide the following information:

- State the name of the firm submitting proposals, the primary address, telephone number, fax number if applicable and website.
- State the name and title of the person who will serve as key contact person for the firm with respect to the proposal, and the name of the person submitting the proposal as an authorized representative of the firm.
- Describe the organization, size and stability of your firm. Identify the key officers and/or management of the firm and provide a list of office locations.

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- Summarize your understanding of our organization, your understanding of the work to be done and make a positive commitment to perform the work necessary. This section should summarize the key points of your submittal. *(Limit to two pages.)*
- Provide information explaining the special resources or qualifications the firm possesses to make it uniquely qualified to provide the Services requested.
- Provide information related to the firm's approach to receivables management services, including any specific capabilities, experience, or approaches the firm employs to make it uniquely qualified to provide the Services requested.
- Describe their ability to comply with the NETRMA's objective to maintain a professional and constructive customer service approach while successfully pursuing delinquent accounts.
- Describe their efforts and initiatives to maintain good standing with all federal, state and local regulatory agencies.
- Describe standing with ACA International (Association of Credit and Collection Professionals).
- Describe compliance with applicable standards in accordance with the Fair Debt Collection Practices Act (FDPCA).
- Describe compliance with the Dodd-Frank Act including avoidance of unfair, deceptive, or abusive acts or practices (UDAAPs).
- Provide evidence of and maintain a minimum of PCI Compliance Level 2 Merchant certification.
- Provide evidence of and maintain SOC II Compliance.

6.1.2 FIRM EXPERIENCE (3 PAGE LIMIT)

The Proposer must be an established company regularly engaged in the business of receivables management for a period of five (5) years within the last seven (7) years, including two (2) years' experience conducting receivables management services in the state of Texas.

The Proposer shall provide a list of at least three (3) organizations, along with the name of a contact person, email and phone number that can be used as references for performance of similar and related services. *(Selected organizations may be contacted to determine quality of work performed and personnel assigned to project.)*

The Proposer shall describe experience with receivables management services performed for toll authorities and / or government entities.

The NET RMA prefers the firm is located and the services provided are within the United States.

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6.1.3 KEY PERSONNEL (2 PAGE LIMIT)

The selected Contractor's Key Personnel shall include:

- A Project Principle
- A full-time Project Manager, who shall have full authority to act on behalf of the Contractor, whose key focus is startup and implementation of the Project from Notice to Proceed through data migration. The Project Manager shall serve as the primary point of contact during this period.
- A full-time Account Manager, who shall provide support to the NET RMA for all operational, invoicing, customer service, and technical issues that may arise from the point of services commencement through the duration of the contract. The Account Manager shall serve as the primary point of contact during this period.
- Key personnel shall be Contractor employees.
- The Contractor shall designate a single point of contact for the duration of the Contract, who will provide assistance to the NET RMA for all matters related to the Contract and services provided by the Contractor as defined in the Scope of Services.

6.1.3.1 CHANGES IN KEY PERSONNEL

Replacement or changes of key staff and/or subcontractors shall be requested in writing and are subject to the approval of the NET RMA.

For a request for a change in key personnel, the Proposer shall provide a resumé for replacement and a justification for the change. For a change in subcontractor, the Proposer shall provide a company profile, relevant previous experience, the proposed role for the new firm, and a justification for the change.

Replacements of key staff shall have comparable qualifications. The NET RMA may reject the proposed replacement for lack of experience or technical training, or if references or past working performance are questionable or unfavorable.

6.1.3.2 STAFFING

The Proposer shall identify the members of the firm to be assigned to any NET RMA engagement and indicate whether each such person is licensed to practice collections in Texas, if such licensing is required. Provide biographical information and experience of each person and describe significant assigned engagements like the Services Requested.

The Proposer shall describe what assurances that the professionals identified in 6.1.3 will fulfill the roles as proposed and will be readily available and accessible to the NET RMA as needed.

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The Proposer shall hire and fully train the staff in the Proposer's operational procedures prior to the commencement of the contract. Staff shall include appropriate bilingual (English and Spanish) speaking staff based on demographics.

The Proposer shall provide an affirmative statement indicating that the firm and all assigned key professional staff are properly licensed to practice in Texas, if such licensing is required.

6.1.4 FINANCIAL STATEMENTS

Each Proposer shall deliver to the NET RMA, at the time of submission of its Proposal, a complete set of the Proposer's then previous two years of audited consolidated financial statements, including, without limitation, balance sheet and income statements, and notes related thereto. In addition, by submitting a Proposal, each Proposer, if chosen as the Contractor for the Project, agrees to deliver to the NET RMA current and updated unaudited financial statements, certified as true, complete and accurate by the Contractor's Chief Financial Officer, reasonably requested by the NET RMA from time to time.

The Proposer shall be in good financial standing, not in any form of bankruptcy and current in payment of all taxes and fees such as state franchise fees.

6.1.5 CONFLICTS OF INTEREST DISCLOSURE

Proposers shall disclose any conflicts or potential conflicts of interest. Disclose all contractual or informal business arrangement/agreements, including fee arrangements, consulting agreements, and the nature of any legal representation, between your firm and:

- NET RMA's staff and/or any of its Board members
- Any entity that provides services to the NET RMA.
- Any governmental entity within the geographic area encompassed by the NET RMA

Proposers must comply with the Conflict of Interest disclosure policies adopted by the NET RMA's Board of Directors and available at NET RMA's website, <https://www.netrma.org/assets/NET-RMA-Conflict-of-Interest-Policy-Consultants.pdf>

6.1.6 DISCLOSURE OF LITIGATION OR LEGAL PROCEEDINGS

Proposers shall furnish a summary of all regulatory and legal proceedings initiated since July 1, 2014, in which the firm has been named as a respondent or defendant, including the nature of the proceeding, the claims made and resolution or current status thereof. This includes contract protests and related disputes. Also, disclose the amount and circumstances of the payment of any fines, liquidated damages or penalties since January 1, 2011.

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6.2 COST PROPOSAL REQUIREMENTS (VOLUME NO. 2)

The Proposer shall submit the proposal prices using the Cost Proposal Form provided in Excel format in 'Pay By Mail Receivables Management Services – Attachment C – Schedule 1.xlsx'. The prices to be submitted shall be based on the unit price concept for each line item.

Attachment A – SCOPE OF SERVICES

The Scope of Services shall include the following tasks detailed in this Section.

A1 PBM RECEIVABLES MANAGEMENT GENERAL REQUIREMENTS

1. The NET RMA will require routine receivables management services related to the management of delinquent PBM Accounts. All accounts, tolls, and fees sent to the PBM Receivables Management Services Contractor (Contractor) will be reasonably pursued.
2. The Contractor shall pursue recovery of NET RMA delinquent PBM Accounts referred for collection using a combination of techniques to include, but not limited:
 - Skip Tracing
 - Delinquent account collection
 - Payment Processing by mail, phone, website
 - Telephone calls
 - Automated dialing campaigns
 - A series of collection letters
 - Complaint Handling
 - Disputes and Settlements
3. The Contractor agrees that any reporting to credit services by the Contractor with respect to any and all individuals associated with delinquent “Violation accounts” referred to collections by the NET RMA is expressly prohibited.
4. The Contractor must certify and warrant that all collection efforts which it undertakes for and on behalf of the NET RMA shall be conducted in a fair, lawful and expeditious manner and shall comply with all standards and requirements of the Fair Debt Collection Practices Act and all applicable state laws.

A2 OPERATIONAL APPROACH AND REQUIREMENTS

1. The Contractor shall maintain training and staffing plan addressing staff work groups, experience levels, routing of calls for Spanish speaking customers, and key issues requested in the specification. The training plan shall be available for review by the NET RMA.
2. The Contractor shall allow for payments to be made by customers by a variety of methods to include but not limited to:
 - Credit cards (Visa, Master Card, American Express, Discover)
 - ACH
 - Checks
 - Pin-Less debit cards (Visa, Master Card)
 - Web-based payments
 - Interactive Voice Response System (IVR)
 - Mail-in
 - Money orders
 - Cashier's checks
 - Electronic Fund Transfers (EFT)
3. The Contractor shall maintain an automated record of phone calls and log all correspondence with customers. Correspondence shall indicate an escalation of importance with resolution from one letter to the next.
4. The Contractor shall maintain a toll-free telephone number for customer service and include the number on all correspondence to customers.
5. The Contractor shall provide procedures for disputes, bankruptcies and Cease and Desist Letters.
6. The Contractor shall not use any false statement during the collection process.
7. The Contractor shall not contact a customer before 8:00 a.m. or after 9:00 p.m. local time.
8. During the automated dialing campaign, customers may be contacted by mail, telephone, email or text.

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9. The Contractor shall digitally record all inbound and outbound calls. Recordings shall be stored for a minimum of two years from the date of contract termination. The NETRMA will have the ability to listen to all call recordings, and preferably the ability to observe live calls.
10. The Contractor must handle inquiries, discrepancies and complaints in a customer friendly manner. The call center must offer convenient operating hours and convenient access for customers to make payments. The Contractor should provide call center strategies to reduce or minimize incoming call hold times for customers.
11. CSRs shall be trained in all aspects of the NET RMA's program such that a high percentage of calls result in successful collection of receivables and resolution of the customer's inquiries, disputes and complaints.

A3 REPORTING

1. Unless otherwise agreed upon, reports shall include, but not be limited to weekly and monthly reconciliation of payments to accounts, weekly detailed activity, and monthly reports of status.
2. The Contractor will honor the reasonable requests of the NET RMA for a report on the status of any or all accounts in its possession whenever the NET RMA deems the receipt of this information necessary.
3. Relevant reports shall segregate data by revenue type (tolls, administrative fees, processing fees).
4. The Contractor will provide ad-hoc queries upon the NET RMA's request in response to public information requests.
5. The Contractor shall provide NET RMA a monthly recap of collected revenue and performance that is used to substantiate payments owed the NET RMA and Contractor. Suggested reports may include the following:
 - Current Monthly Gross Collections
 - Gross Collections to Date
 - Current Monthly breakdown of net NET RMA and Contractor recovered revenue shares
 - Net NET RMA and Contractor recovered revenue shares to Date
 - Percentage Recovery for Each Period to Date

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6. The Contractor will provide the NET RMA weekly reports detailing payments received by the Contractor and that these reports will be included with the weekly payments by the Contractor to the NET RMA for all collection payments made to the Contractor.
7. Payment report details should reflect all collections payments made to the Contractor, through payment channels, the amount due the NET RMA, and the amount due to the Contractor, and a referenced to each unique identification number(s) to identify the associated customer account.
8. The Contractor system shall have the capability to provide reports in MS Excel, .csv, and/or .pdf format.
9. The Contractor shall provide reports with the number of collection letters mailed by type as well as numbers of customers contacted by phone (including first party contact %).
10. The Contractor shall provide monthly reports indicating the overall status of the Portfolio to include, but not limited to:
 - Current outstanding receivables by roadway
 - Collected previous month by roadway
 - Collected LTD by roadway
 - Percentage of portfolio penetrated for previous month by roadway
 - Scored portfolio performance, broken down by scored grouping (“A” Scored Account Performance, “B” Scored account performance, etc.)

A4 DISPUTES AND SETTLEMENTS

1. The Contractor will reference the original NET RMA unique identification number(s) on all correspondence to customers in addition any Contractor generated identification numbers.
2. The Contractor will accept valid and substantiated customer disputes based on NET RMA business practices including, but not limited to:
 - Bankruptcy
 - Deceased
 - Leased vehicles
 - Sold vehicles
 - Billing errors due to system inaccuracies (mis-keyed plates, invalid toll transaction data)
3. For tolls to be waived in full, the customer must provide reason and any supplemental documentation as requested by the CSR to complete the dismissal. The Contractor shall describe

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how this will be tracked and accomplished through their operational procedures. Specific examples are described in **Attachment D – Collection Credit Guidelines**.

4. The Contractor shall offer payment plans not to exceed a term length agreed to by the NET RMA and the Contractor
5. The Contractor shall have the authority to accept a reduced, compromise settlement from a customer on any account in accordance with specific guidelines including reduction of unresolved fee balances based on set tiers of reduction. Settlement guidelines and tiers are described in **Attachment D – Collection Credit Guidelines** and **Attachment E – Three-Tier Structure Credit Guidelines**
6. The NET RMA shall provide the Contractor assistance in resolving escalated disputes when possible where information must be obtained outside the Contractor’s system (i.e., roadside, interoperability, and home agency systems). Limitations may exist due to availability of data in external systems.
7. If a customer makes a complaint to the Contractor in writing about the manner in which the Contractor is attempting to collect the debt; the Contractor must immediately notify the NET RMA and provide a copy of the complaint to the NET RMA.

A5 PROGRAM STARTUP

The Contractor shall perform all tasks necessary to begin performing the scope of services described in this RFP, including:

- Securing all necessary infrastructure necessary to perform the Scope of Services, including office space, IT, telephony, etc. if required
- Securing necessary computer hardware and software if required
- Performing any software development work necessary to meet the NET RMA’s requirements
- Appropriate staffing
- Data migration of all necessary account and transactional data from current Contractor
- All other tasks necessary in order to begin operation

A6 DATA MIGRATION

1. The Contractor shall execute data migration from the incumbent Contractor’s system to the selected Contractor’s system.

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2. The NET RMA will coordinate activities including all communications, meetings, data dictionaries, interface control documents, and other activities as required with the incumbent Contractor to successfully coordinate efforts and complete Data Migration.
3. The Contractor shall not include any costs for data migration in their price proposal.
4. Data to be migrated includes but is not limited to the following:
 - Toll transaction data including date and time, location, and toll amount
 - Administrative and processing fee information including amounts and dates applied
 - Customer demographic data including name address, and vehicle information
 - Invoice history information including billing dates, mailing dates, and amounts for all billing stages

A7 SYSTEMS TO SUPPORT OPERATIONS

1. The Contractor shall own, lease or otherwise have continual, guaranteed access to an automated system for collecting, organizing, processing and documenting related collection activities.
2. The Contractor shall provide all necessary hardware and software needed to accomplish all tasks required by the Scope of Services.
3. All data elements and images received and/or collected by the Contractor must be maintained in a secure environment. The Contractor must ensure that data elements are secure and data privacy cannot be compromised.

A8 REMITTANCE OF FUNDS

1. The Contractor shall remit collected funds to the NET RMA's designated financial institution using the following guidelines. Based on revenue type (tolls, fees, etc.), the remittance amounts may be forwarded to more than one entity. Interest accrued from money collected on behalf of the NET RMA shall be disbursed to the NET RMA as a separate revenue type.
2. Each remittance shall be accompanied by documentation that shall clearly break down the funds by agency, roadway, and revenue type.
3. The Contractor shall bundle and transmit violation payments to the NET RMA at least once per week.
4. The Contractor shall remit payments on collections as described below:

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- Payments received from the customer shall be remitted to the NET RMA’s designated financial institution via EFT within seven (7) days of receipt.
 - Partial payments: Any partial payment received by the collection agency shall be remitted to the NET RMA within seven (7) days. The collection agency shall document the partial payment and continue to collect on the transaction until it is paid in full.
5. The NET RMA will notify the Contractor when payments made to the NET RMA (or another agency) by a customer during the collection process are received through the NET RMA (or other agency) office, so that the Contractor may reconcile the account. The NET RMA expects the number of occurrences to be minimal.

A9 COMPLIANCE, QUALITY, AND PERFORMANCE

1. The Contractor shall describe all relevant quality assurance/quality control procedures for all services performed for the NET RMA as defined within the Scope of Services.
2. All information, data and records made available to, utilized, or generated by the Contractor shall, always, be utilized and referenced in full compliance with all applicable laws, rules and regulations relating to the Contractor’s scope of work.
3. The Contractor shall comply with a set of Key Performance Indicators (KPIs). These KPIs are listed in **Attachment B – Key Performance Indicators**, along with the target performance levels. The contractor shall measure these KPIs periodically (no less often than monthly) and report them to the NET RMA along with all necessary reports and data to support the measured levels of performance.

Note the NET RMA is not establishing direct or liquidated damages for noncompliance with the KPIs. However, compliance with the KPIs is a contract requirement and should the performance fall below acceptable levels the NET RMA will use the remedies in the contract to encourage the Contractor to return to compliance.

A10 PROJECT MILESTONES AND DELIVERABLES

The Contractor shall confirm their ability to be fully operational with the NET RMA within 30 days of the Notice to Proceed with collections of the NET RMA’s delinquent accounts.

Table A-2, below, lists the project milestones and deliverables, along with the number of days after Notice to Proceed. These are the required timeframes for the submittal of project documentation/deliverables, as well as the timeframes for significant project milestones.

Table A -1: Project Milestones and Deliverables Schedule

Milestones	Deliverable Date
Project Schedule	August 30, 2019

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Kick-off Meeting	August 30, 2019
Project Management Plan	August 30, 2019
Samples of Correspondence (letters)	September 6, 2019
Standard Reporting Proposal	September 13 ,2019
Data Migration, Transition and Go-Live	September 30, 2019

Submit a detailed schedule with their proposal which includes:

- When each of the milestones will be accomplished
- Contains predecessor and successor relationships for all tasks
- Identifies the Critical Path

Within the timeframe described in the Project Milestones and Deliverables Schedule, the selected Contractor shall conduct a kick-off meeting to present a detailed Project Schedule and discuss with the NETRMA their plans to begin the work. Key project personnel shall be in attendance for this meeting. The Contractor shall be prepared to initiate their plans for meeting all required milestones in the timeframes listed in the table. Note that a complete Program Management Plan and a Reports Proposal are to be included in the Proposal and then finalized after award. The other Deliverables in the table do not need to be submitted with the Proposal.

All documentation shall be submitted to the NETRMA for review, comment and approval. Dates provided are for initial submittal of the document. Updated versions of the draft documentation may be required by the NET RMA before approval is granted. Final versions of documentation shall be delivered in soft copy to the NET RMA. Wherever practical, documents shall be produced using Microsoft Office applications. The NET RMA will review and comment on deliverables no later than 15 days from the date of submittal. Final review durations will be discussed during contract negotiation.

A11 REQUIRED MANAGEMENT PLANS

Project Management Plan

A project management plan shall be submitted to the NET RMA within one (1) week after award is approved by the NET RMA's Board of Directors.

This project management plan will be a living document, and as such, shall be updated periodically to reflect any changes as approved in writing by the NET RMA.

Organization Chart and Project Staffing

1. The project management plan shall include an organization chart(s) listing key personnel together with their roles and responsibilities and the percentage of time that will be dedicated to the Project.

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The organization chart(s) shall indicate the Project Manager as well as other personnel who will be responsible for all relevant aspects of the Project.

2. The Contractor shall be responsible for assigning and maintaining enough competent and qualified professionals and other technical personnel needed to perform receivables management services that meet the requirements defined in this Scope of Work.
3. The Contractor shall clearly describe categories of work that will be performed by the Contractor's own personnel and those categories that will be performed by subcontractors, who shall be named in the Proposal.
4. The Contractor shall also include a description of the procedures that will be used for managing all subcontractors.

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CURRENT PORTFOLIO (AS OF MAY 2019)

Year	Count of Tolls Outstanding	Sum of Tolls Outstanding	Processing Fee (\$1)	Notice of Nonpayment Fee (\$15 per invoice)	Second Notice Fee (\$15 per invoice)	Final Notice Fee (\$30 per invoice)	Sum of Tolls and Fees Outstanding
2013	239,162	\$203,337	\$41,252	\$611,653	\$413,714	\$784,013	\$2,053,971
2014	464,259	\$482,474	\$84,235	\$1,096,700	\$679,455	\$1,352,382	\$3,695,24
2015	705,281	\$898,031	\$124,528	\$1,696,742	\$1,076,497	\$2,114,004	\$5,909,803
2016	902,203	\$1,306,731	\$146,996	\$1,898,555	\$1,223,048	\$2,401,963	\$6,977,295
2017	761,945	\$1,233,187	\$124,999	\$1,681,232	\$1,126,510	\$2,218,853	\$6,384,784
2018	765,728	\$1,246,379	\$134,960	\$2,054,731	\$1,324,506	\$2,449,328	\$7,209,905
Totals	3,838,620	\$5,370,232	\$656,984	\$9,039,781	\$5,843,807	\$11,320,605	\$32,231,411

Attachment B – KEY PERFORMANCE INDICATORS

Table B-2: Key Performance Indicators

Description	Performance Measure
Phone numbers requiring skip tracing upon initial placement	100%
Attempt contacts per Account (by any method)	<ol style="list-style-type: none"> 1. 50% of high scoring accounts with a minimum of one contact attempt within first 60 days of placement 2. 75% of high scoring accounts with a minimum of one contact attempt within first 90 days of program 3. 100% of high scoring accounts with a minimum of one contact attempt within first 120 days of program
Minimum telephone contact attempts for each unresolved placement	Twice every 30 days
Minimum liquidation rate for accounts less <=21 months in age	7%
Minimum liquidation rate for accounts >21 months in age	3%
Minimum number of customer calls answered with 90 seconds	80%

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Attachment C – REQUIRED FORMS

Schedule 1 – Cost Proposal Worksheet

Proposers shall submit their pricing by filling out the spreadsheet which accompanies this RFP. The file is an MS Excel file: 'Pay By Mail Receivables Management Services – Attachment C – Schedule 1.xlsx'

Instructions for filling out the pricing form are in the Excel file.

Attachment D – COLLECTION CREDIT GUIDELINES

ISSUE	CREDIT TYPE	ACTION / RESULT	STEPS / DOCUMENTATION REQUIRED
<p>"ONE TIME YES"</p> <p>Specific criteria MUST be met prior to crediting BIF.</p> <ol style="list-style-type: none"> Customer's first time using the toll road. Customer was confused with toll ways, different companies, or pay by mail process. There are three or less transactions on the bill. 	<p>Credit Bill in Full (BIF)</p>		<p>Notes: "Credited BIF – One Time Yes"</p>
<p>Electronic Toll Tag Related</p> <ol style="list-style-type: none"> Tag customer claims they were unaware of PRIOR VENDOR's existence. Customer claims to have called tag agency and was told PRIOR VENDOR's bill would be paid. The customer believed they paid the PRIOR VENDOR tolls via tag agency and disregarded PRIOR VENDOR notice(s). 	<p>Tier 1 Credits</p> <p>Submit to Client for tag research if T1 is not accepted by customer.</p>	<p>Tier 1 or IOP Research</p>	<p>Notes: "T1 - Tag customer"</p> <p>OR</p> <p>"Submitted Tag Research"</p>
<p>TxTag Related</p> <p><i>VERY RARE SITUATION</i></p> <p>Tag "Double Billed" Transactions - same date /time transaction billed to both tag agency and PRIOR VENDOR.</p>	<p>Tier 1 Credits</p> <p>-----</p> <p>Submit to Client for tag research if T1 is not accepted by customer.</p>	<p>Tier 1 or IOP Research</p>	<p>Verification by agent that bill in question is first bill from PRIOR VENDOR for the license plate.</p> <p>Notes: "Credited BIF - TxTag Double Bill"</p>
<p>NET RMA Specific Direction</p>	<p>Whatever adjustment requested by client</p>		<p>Email from the NET RMA giving direction to credit bills. Notes: "Credited BIF – Client Request"</p> <p>Only supervisor or lead should receive this directive, and/or credit these bills</p> <p>Notes: "Credited BIF – Client Request"</p>

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<p>Exempt Vehicle</p>	<p>Credit BIF</p>	<p>Agents are not allowed to credit these fees. Caller should be forwarded to the NET RMA for steps on how to ensure the vehicle officially listed as exempt. The NET RMA will then provide direction regarding bill credits.</p> <p>Notes: "Credited BIF – Exempt Vehicle"</p>
<p>Image doesn't match registration /vehicle description</p>	<p>Credit BIF</p>	<p>Verify by pulling image. If out of state, or different vehicle than what was billed, credit BIF.</p> <p>Notes: "Credited BIF – Incorrect Image"</p>
<p>Two active plates (duplicate plates)</p>	<p>Credit BIF</p>	<p>Verify through MVI website the fact that there are two active plates with the same LP number. Credit the bill in full if the description does not match the customer's vehicle.</p> <p>Notes: "Credited BIF – Duplicate Plate"</p>
<p>Customer claims does not own or has never owned vehicle</p>	<p>Credit BIF</p>	<p>Customer must meet the following criteria, and produce documentation to qualify for account dismissal:</p> <p><u>Criteria:</u></p> <ol style="list-style-type: none"> 1. Customer was not the legal owner at the time the vehicle was on the toll road, and proper notification was made to the Texas Dept. of Motor Vehicles 2. The vehicle was leased or rented to another entity at the time it was on the toll road. 3. The vehicle was stolen prior to its use on the toll road. <p><u>Documentation:</u></p> <ul style="list-style-type: none"> • A copy of the Texas motor vehicle transfer notification form confirming sale or transfer of the vehicle to another owner. • A copy of the rental or lease agreement which includes the name and address of the party responsible for the car at the time the toll charges were incurred (must be within 30 days of bill issuance). • A copy of the police report showing the vehicle was reported stolen prior to the time the toll charges were incurred. <p>Notes: "Credited BIF – Transfer of Responsibility"</p>

Attachment E – THREE-TIER STRUCTURE CREDIT GUIDELINES

Three-Tier Structure Credit Guidelines

Fee Type	Original Fee Balance	NO CREDITS		TIER 1		TIER 2		TIER 3	
		Total Credits	New Fee Balance	Total Credits	New Fee Balance	Total Credits	New Fee Balance	Total Credits	New Fee Balance
VIO1	\$15.00	\$ -	\$ 15.00	\$ (3.75)	\$ 11.25	\$ (7.50)	\$ 7.50	\$ (11.25)	\$ 3.75
VIO2	\$15.00	\$ -	\$ 5.00	\$ (3.75)	\$ 11.25	\$ (7.50)	\$ 7.50	\$ (11.25)	\$ 3.75
FINAL FEE	\$30.00	\$ -	\$ 30.00	\$ (3.75)	\$ 22.50	\$ (15.00)	\$ 15.00	\$ (22.50)	\$ 7.50
TOTAL FEES	\$60.00	\$ -	\$ 60.00	\$ (15.00)	\$ 45.00	\$ (30.00)	\$ 30.00	\$ (45.00)	\$ 15.00

TIER STRUCTURE CREDIT SUMMARY

- Tier 1 allows for a \$15 adjustment to the customer's original total fee balance
- Tier 2 allows for a \$30 adjustment to the customer's original total fee balance
- Tier 3 allows for a \$45 adjustment to the customer's original total fee balance