

**DATE: 05/11/2023**

## NON-CONSTRUCTION CONTRACT SOLICITATION NOTICE

MTA- B&T IS NOW ADVERTISING FOR THE FOLLOWING:

**SSE #:** 0000435360

**OPENING/DUE DATE:** 06/21/2023

**TYPE OF SOLICITATION:** RFP

**DOCUMENT AVAILABILITY DATE:** 05/11/2023

**SOLICITATION TITLE:** PSC-21-3054 As-Needed Central Business District Tolling Program Back Office Support

**DESCRIPTION:** The Triborough Bridge and Tunnel Authority, also known as MTA Bridges and Tunnels (TBTA or the Authority) is one of the largest toll authorities in the world in terms of total revenue collected – over \$1.6 billion per year. These revenues are used both to operate and maintain TBTA's crossings and to provide support to the subway, bus and commuter rail services provided by certain affiliates and subsidiaries of the Metropolitan Transportation Authority (MTA). Since September 2017, all TBTA crossings have collected tolls via open road Cashless Tolling (ORT) whereby tolls for vehicles without using E-ZPass tags are collected by matching license plate images with information from Departments of Motor Vehicles (DMVs) and Tolls by Mail (TbM) invoices (Toll Bills) are sent to the registered vehicle owners. Today, approximately 96% of all toll transactions on TBTA's crossings are collected electronically with E-ZPass. TBTA is also responsible for implementing the Central Business District Tolling Program (CBDTP) in the New York City Manhattan Central Business District (CBD). This program will toll vehicles entering or remaining in the CBD, as stipulated in the 2019 Traffic Mobility Act. The CBDTP's main goals are to improve mobility in Manhattan and generate toll revenue for the MTA. TBTA requires the services of one or more experienced firms that will provide TBTA with a full range of professional services, on an as-needed basis, for various tasks related to the CBDTP Back Office System (BOS), the New York E-ZPass Customer Service Center (NYCSC), and the CBDTP Revenue Audit and Analysis System (RAAS) during the five-year term of this Contract.

Funding: 100% Operating  
Contract Term: 5 Years

Goals: 15% MBE; 15% WBE; 6% SDVOB

Est \$ Range: \$1M - \$5M

**\*\*\*\*PLEASE SEE THE ATTACHED SCOPE OF WORK FOR ADDITIONAL INFORMATION\*\*\*\***

**(X ) PRE-BID CONFERENCE**

**DATE:** 05/25/2023

**TIME:** 10:00AM

Virtual via Microsoft Teams- Please contact the assigned procurement representative at [dhill-anderson@mtabt.org](mailto:dhill-anderson@mtabt.org) to register

**( ) SITE TOUR** N/A

**DATE:**

**TIME:**

**PLACE:**

**FOR MORE INFORMATION, PLEASE CONTACT:**

**PROCUREMENT REPRESENTATIVE:** Dara Hill-Anderson

**EMAIL:** [dhill-anderson@mtabt.org](mailto:dhill-anderson@mtabt.org)

## **TS-1 Scope of Work**

### **As-Needed Central Business District Tolling Program Back Office Support**

#### **I. Introduction and Objectives**

The Triborough Bridge and Tunnel Authority, also known as MTA Bridges and Tunnels (TBTA or the Authority) is one of the largest toll authorities in the world in terms of total revenue collected – over \$1.6 billion per year. These revenues are used both to operate and maintain TBTA's crossings and to provide support to the subway, bus and commuter rail services provided by certain affiliates and subsidiaries of the Metropolitan Transportation Authority (MTA). Since September 2017, all TBTA crossings have collected tolls via open road Cashless Tolling (ORT) whereby tolls for vehicles without using E-ZPass tags are collected by matching license plate images with information from Departments of Motor Vehicles (DMVs) and Tolls by Mail (TbM) invoices (Toll Bills) are sent to the registered vehicle owners. Today, approximately 96% of all toll transactions on TBTA's crossings are collected electronically with E-ZPass.

TBTA is also responsible for implementing the Central Business District Tolling Program (CBDTP) in the New York City Manhattan Central Business District (CBD). This program will toll vehicles entering or remaining in the CBD, as stipulated in the 2019 Traffic Mobility Act. The CBDTP's main goals are to improve mobility in Manhattan and generate toll revenue for the MTA.

TBTA requires the services of one or more experienced firms that will provide TBTA with a full range of professional services, on an as-needed basis, for various tasks related to the CBDTP Back Office System (BOS), the New York E-ZPass Customer Service Center (NYCSC), and the CBDTP Revenue Audit and Analysis System (RAAS) during the five-year term of this Contract.

#### **II. Scope of Services**

On an as-needed basis, the Consultant shall be capable of providing technical services including, but not limited to the following:

- a. Provide professionally qualified individuals to perform Project Management including, but not limited to, planning, scheduling, coordinating, directing, and controlling project activities from concept development through completion;
- b. Provide as-needed technical assistance with the following back office functions as they relate to CBDTP: account management; transaction and image processing (automated and manual); customer notifications; payment processing; case management; quality control, quality assurance, reporting, reconciliation, and audit functions; transponder distribution review and audit (inventory, management, fulfillment); DMV look-up, registration suspension and hold process; system interfaces; reconciliation; settlement and reporting; disaster recovery, and tolling operations and maintenance services.
- c. Provide multi-disciplinary technical support personnel to the Authority on an as-needed basis. These disciplines include, but are not limited to: tolling operations, systems integration, interface testing, software development, networking, auditing, process documentation, data analytics and reporting, as well as other tolling related areas;
- d. Design, plan, scope, and support for CBDTP Back Office Systems and Operations projects (including change orders) at the New York E-ZPass Customer Service Center (NYCSC) including, but not limited to, video tolling, violation processing, collections, discount plans, programs, and exemptions;

- e. Preparation and/or review of Engineer's Estimates for toll-related/CBDTP projects;
- f. Review the work of other consultants and contractors including peer reviews for toll-related/CBDTP projects, as well as technical proposals and evaluations;
- g. Engage specialty subconsultants and supervise their services;
- h. Assist in the development/update of business rules, policies and procedures as it relates to CBDTP;
- i. Assist in the development of toll marketing strategies based on toll technology information and marketing experience on various tolling and/or congestion pricing projects.
- j. Provide user interface and experience enhancements to the software databases used to manage CBDTP business functions.
- k. Provide as needed assistance to analyze and model elements of the CBDTP financial reporting activities, including, but not limited to the revenue receivable balance, bad debt reserve calculation, Merchant Service Providers revenue, and the aging, dismissal, or write-off for selected tolls and fees.

In addition to the Consulting Services specified above, B&T may choose to task the Consultant with additional services related to the development, administration, and evaluation of current or future CBDTP programs as such needs arise.

### **III. Report Requirements**

The Consultant shall submit monthly and weekly progress reports, as requested, to the Authority's Project Manager on assigned tasks. The scope of nature of a task may warrant more frequent reporting as directed by the Authority's Project Manager. In addition to the above requirements, the Consultant is responsible for informing the Authority's Project Manager in a timely manner of all project developments that require immediate attention and other sensitive issues that may not be covered under the periodic reports.

### **IV. Task/Work Order Assignment**

- a. In the sole judgment of TBTA, Work Orders for individual tasks will be assigned on a competitive, limited competitive or non-competitive basis, considering such factors as schedule, appropriateness, availability, past performance, and cost. For Work Orders assigned on a competitive basis, the Project Manager may select all firms or a certain group of firms to participate in the competition for a Work Order. Non-competitive Work Orders may be assigned by the Project Manager based on a firm's proposed services and expertise.
- b. Prior to assigning a specific task/work order, the Authority's Project Manager will provide an introductory overview of the work requested in writing and the Consultant shall meet with the Authority's Project Manager to become fully familiar with the task. The Consultant shall then submit, within ten business days of this meeting, unless otherwise directed by the Authority's Project Manager, a proposal for the execution, cost, and the scheduling of the task. In this proposal, the Consultant shall provide his understanding of the scope of work, a project-staffing table of personnel required to complete the task, an estimated task budget to be submitted on the TS-3 form (included in the RFP package), and a tentative schedule to complete the task. Only upon issuance of a work order by the Authority's Procurement Department, shall the Consultant begin work on the task.
- c. Once a task has been assigned, no change in any aspect of the task will be permitted without the approval of the Authority's Project Manager. The Authority will not reimburse the Consultant for work performed beyond the approved scope of work. It is the responsibility of

the Consultant to continuously monitor the project budget and schedule and to bring to the attention of the Authority's Project Manager, at the earliest possible time, any difficulties that may be potentially encountered in meeting project requirements. The Authority's Project Manager will advise the Consultant on what, if any, corrective action will be permitted. The Consultant shall report any exceptions that he may have with the assigned scope of work in writing. This includes any claims for supplemental compensation for services rendered or for any requested exemptions from terms specified in the original notice to proceed. All such notifications shall be made at the earliest possible time, but no later than the seventy-five percent (75%) project completion. The Authority's Project Manager shall review any such requests from the Consultant and shall determine, at his sole discretion what, if any, changes to the original terms of the notice to proceed that he may permit. The Consultant is cautioned that he is strictly responsible to complete all terms of the approved scope of work and to deliver all technical documentation to the Authority's Project Manager on a timely basis. Under no circumstances, shall the Consultant inhibit the progress of a project nor retain technical documentation pending review by the Authority's Project Manager of any exceptions to terms of a project scope that the Consultant may have reported.

**V. Subcontracting Services**

Services assigned to subcontractors or subconsultants will be approved in advance by the Authority. In the event the services of a subcontractor or subconsultant are required, the Consulting Firm will obtain a schedule of rates and the Authority will review and approve said rates, including overhead, prior to the approval of the subcontractor or subconsultant. The Consultant will provide the administrative and contractual framework required to enable these subcontractors or subconsultants to provide the service required under this contract.

**VI. Staffing Requirements**

**a. Manner of Work Assignment:**

1. The Authority's Project Manager will assign work to the Consultant on a task-by-task basis as described above in Section V of these specifications. Given that the scope of work for each task will differ, the staffing requirements will vary accordingly. In addition, the possible assignment of more than one task at a time may also affect staffing requirements.
2. Because this contract is for as-needed services, the Authority expressly reserves the right to direct the Consultant to perform services only as required and in whatever areas of expertise as required even if that means that no services will be performed in certain areas.

**b. Qualifications of Technical Personnel:**

1. The Consultant shall assign a Consultant Project Manager. This individual shall have extensive experience in managing general Transportation Systems/Operations services of the type required in this contract.

2. The Consultant Project Manager shall be responsible for administering this Agreement as well as conducting all tasks authorized by the Authority. This person shall serve as a single point of contact with the Authority's Project Manager.
3. As requested by the Authority's Project Manager, the Consultant Project Manager shall assemble the appropriate technical personnel to serve as members of a team for each assigned task. The Authority's Project Manager may require, at their discretion, the Consultant to submit resumes of proposed team members for approval.

**VII. Performance Evaluation**

Consultant performance will be evaluated by the Authority's Project Manager on a periodic basis, usually every six months, until completion or termination of the Contract. The quality of Consultant performance in a few areas will be rated as outstanding, satisfactory, needs improvement, unsatisfactory, or not applicable. When evaluations are performed, the Consultant will be notified. The notifications shall identify deficient areas in contract performance and afford the Consultant the opportunity to correct or present his position concerning items that were reported to be deficient. Each Consultant Performance Evaluation with correspondence documenting deficient performance will be made available to the MTA and affiliated Agencies for use in the Determination of Contractor Responsibilities on future contracts. Consultants that are determined to be not responsible will not be eligible for contract award.

**VIII. Consultant Invoices**

The Consultant shall submit requests for payment in the manner and format specified by the Authority's Project Manager. The Authority's Project Manager will provide the Consultant at the initiation of the contract with a model invoice and copies of applicable department procedures. In addition, the Consultant must adhere to the following requirements:

- a. Invoices will not be accepted more than once a month. Normally, if submitted in proper manner, the Authority requires 30 calendar days to process an invoice from the day of receipt.
- b. Submissions of multiple invoices are not permitted. Only one invoice may be submitted at a time within a 30-day period.
- c. At a minimum, the Consultant must submit an invoice once every three months. This is required to provide the Authority's Project Manager with an up-to-date status of project expenditures.
- d. The Consultant is responsible for managing subconsultant invoices. This includes monitoring the general quality of these submissions and for coordinating subconsultant invoices with the Consultant's own requests for payment. Submission of multiple subconsultant invoices in a single Consultant request for payment is not permitted. It is the sole responsibility of the Consultant to make specific arrangements for subconsultants to receive payments for services rendered.
- e. Proper documentation must be submitted for all labor charges and out-of-pocket expenses. It is anticipated that invoices will adhere to the standards established by the Authority's Project Manager and will be clear, legible, and relatively free of errors. Invoices that do not meet these requirements will be returned to the Consultant for correction.
- f. For every task assigned under this contract, a specific budget will be allocated that will outline how expenses are to be managed. It is incumbent on the Consultant to monitor these budgets

carefully. No deviations from an approved budget will be permitted without written approval from the Authority.

- g.** All changes incurred under this contract are subject to approval by the Authority's Project Manager. The Authority's Project Manager, at their sole discretion, may require the Consultant to provide additional justification for questionable charges or may either adjust or delete such charges from a consultant invoice.