



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 29, 2020
AGENDA ITEM #6

Approve an Agreement with Waycare
Technologies for an Advanced Transportation
Reporting and Incident
Management/Prediction System

Strategic Plan Relevance: Deliver Multi-Faceted Mobility Solutions; Explore and Invest in Transformative Technology and Adopt Industry Best Practices; Employ a Collaborative Approach to Implementing Mobility Solutions; Invest in Efforts that Extend Beyond Roadways

Department: Operations

Contact: Jeffrey Dailey, Deputy Executive Director

Associated Costs: \$150,000 for FY 21, \$225,000 for FY 22, \$225,000 for FY 23

Funding Source: Operating Budget (Account 74177 ETC Toll Management Center System Operation)

Action Requested: Consider and act on the draft resolution

Summary: The Advanced Transportation Reporting and Incident Management/Prediction System supplements Traffic Incident Management (TIM) Center system (Lonestar Automatic Traffic Management System) capabilities to detect incidents, reduce response times, and enhance communications with first responders and the traveling public. This service is part of an initiative to modernize the Mobility Authority’s toll and roadway technology systems, and to thoughtfully expand the use of technology to maximize road capacity.

The Advanced Transportation Reporting and Incident Management/Prediction System is an innovation that combines a variety of sources of traveler, vehicle and roadway sensor information and then uses artificial intelligence and data analytics to predict and identify incidents. These services will communicate traffic conditions in real-time to popular navigation apps, improving routing and travel time estimations. It offers the following benefits:

- *Systemwide coverage* (including frontage roads and cross streets) based upon the use of traffic sensory data from vehicles, crowd sourcing, and Mobility Authority sensors. *Currently, the only traffic monitoring cameras installed are on the MoPac Express Lane, 290 Toll, and 45SW Toll.*
- *Automated alerts and notifications* to staff, first responders, and the traveling public regarding problematic areas and incidents. *Currently, incidents are primarily reported through 911, and communications to the public and first responders are limited and based upon a manual process.* This capability will reduce the time to detect, report, and clear accidents

thereby reducing the costs/lost time in congestion and improving travel times and mobility.

- *Predictive and historical analytics* for crashes and other traffic patterns/issues/incidents, and it leverages artificial intelligence to inform management of resources. This further enhances the ability to detect, respond and clear incidents.
- *Potential to reduce ITS infrastructure and operating costs.* The use of vehicles as sensors enables the ability to potentially reduce future investments and upkeep in roadside technology, and it taps into significantly more real-time traffic information.
- *Enhanced information and analytics* for Mobility Authority personnel to make improved operational and incident response and decision-making, and more relevant real-time trip planning for the traveling public.
- *Ability to provide interagency operations and collaboration support* to TxDOT, Williamson or Travis counties, City of Austin, Capital Metro, others; and leverage their data to the benefit of the Mobility Authority when deployed.

Procurement: A Request for Proposal (RFP) was issued June 3, 2020 and published in the Austin American Statesman and under the “Business Opportunities” sections of the Mobility Authority’s and IBTTA’s websites.

Three proposals were received on June 22, 2020. The responding firms included Mindhop Inc., Waycare Technologies Inc., and Texas Highway Products Ltd. The proposal from Mindhop Inc. was incomplete and was disqualified from further consideration.

Product demonstrations and question and answer periods were held July 15-16. The selection committee then finalized their scores according to the response elements outlined in the RFP:

- Litigations and Complaints about Discrimination (Pass/Fail)
- Conflict of Interests and Ethics (Pass/Fail)
- Qualifications and experience of the firm, diverse workforce and commitment to HUB/DBE involvement, and soundness of the firm financial statements (400 points)
- Technical approach and proposed staff capability (400 points)
- Cost and Cost methodology (200 points)

There were a total of 1000 points possible.

After careful consideration the selection committee recommended Waycare Technology Inc. as the most qualified and best value proposer.

The evaluation committee was comprised of Greg Mack, Assistant Director of IT/Toll Systems; Fabiola Bowers, Traffic Incident Management Manager; and Steve Pustelnyk, Director of Community Initiatives. Jeffrey Dailey, Deputy Executive Director and Tracie Brown, Director of Operations provided oversight.

About Waycare Technologies Inc. Waycare started with a vision of reducing preventable deaths due to traffic crashes. It was founded in Israel in 2016 and has an office in Los Angeles. It initiated a pilot with the Nevada Regional Transportation Commission (Las Vegas Valley Metropolitan Area) as a proving ground for the technology. Within months, positive results confirmed the efficacy of the platform. This initial success helped to expand services within region and state.

Waycare Technology Inc. now is providing services in Florida (City of Tampa, Pinellas County, Hillsborough County), as well as Ohio (Central Ohio Transit Authority, City of Columbus).

Waycare’s platform leverages vast amounts of data from both internal road sources such as sensors, and cameras, as well as external vehicle and ecosystem data such as navigation solutions, telematics data, and more. Machine learning technologies are harnessed to synthesize all data sets (historical and real-time data sources including crashes, incidents, weather, events, construction, infrastructure, connected vehicle data, etc.) and then provide actionable insights to improve incident traffic management and traffic safety operations.

Service Area and Project Startup: During the Initial Term of the contract, the services will be provided for MoPac North, 290 Toll, and 45SW Toll. Year 2 and 3 services will cover the entirety of the Mobility Authority’s corridors, open to traffic, under construction, or planned. A project schedule is provided below.

Milestone	Date Range
Board Approval	July 29, 2020
Notice to Proceed	August 3, 2020
MoPac North, 290 Toll, and 45SW Toll “Go Live”	November 2020
Systemwide “Go Live”	July 1, 2021

Term and Cost: The proposed agreement includes an Initial Term that is anticipated to start on August 3, 2020 and end June 30, 2021, and two successive one (1) year renewals. It also includes provisions to extend for up to two (2) additional years subject to Board approval. Renewals not requiring Board approval shall be automatic each year unless otherwise notified. The agreement may be cancelled with sufficient notice at any time.

Fiscal Year	Period	Amount
2021	August 3, 2020 to June 30, 2021	\$150,000
2022	July 1, 2021 to June 30, 2022	\$225,000
2023	July 1, 2022 to June 30, 2023	\$225,000
Total		\$600,000

Previous Actions: In January of 2019, a strategy and plan were established to modernize the Mobility Authority’s toll and roadway technology systems.

The Board was also briefed on the roadway technology concepts under consideration during its November 25, 2019 meeting as part of the MoPac and 183 South Operational and Technology Enhancements Project item.

More recently during the February 26, 2020 meeting, the Board was briefed on the Roadway Technology Plan. Staff indicated it was planning to implement the plan which included an Advanced Transportation Reporting and Incident Management/Prediction System.

Action Requested/Staff Recommendation: Staff recommends award of an Advanced Transportation Reporting and Incident Management/Prediction System and authorization for the Executive Director to execute an agreement with Waycare Technologies Inc. for an amount not to exceed \$600,000.

Financing: The approved FY 2021 Operating Budget (Account 74177 ETC Toll Management Center System Operation) includes funds for the Initial Term.

Backup Provided: Draft Resolution
Draft Agreement
Request for Proposals

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 20-0XX

**APPROVING A CONTRACT WITH WAYCARE TECHNOLOGIES INC.
TO PROVIDE AN ADVANCED TRANSPORTATION REPORTING AND INCIDENT
MANAGEMENT/PREDICTION SYSTEM**

WHEREAS, in order facilitate the safe and efficient flow of traffic the Mobility Authority has undertaken an initiative to strategically use technology to reduce the time required to identify and clear incidents and to enhance communications with first responders and the traveling public; and

WHEREAS, on June 3, 2020, the Executive Director published a Request for Proposals (RFP) to seek capable and interested firms to provide Enhanced Traffic information and Management Services, subsequently referred to as an Advanced Transportation Reporting and Incident Management/Prediction System; and

WHEREAS, the Mobility Authority received three proposals in response to the RFP by the June 22, 2020 submittal deadline; and

WHEREAS, following a review of the proposals based on the selection criteria identified in the RFP, the Evaluation Committee recommended that Waycare Technologies, Inc. be selected to provide an Advanced Transportation Reporting and Incident Management/Prediction System; and

WHEREAS, the Executive Director has negotiated an agreement with Waycare Technologies, Inc. for an Advanced Transportation Reporting and Incident Management/Prediction System for a three (3) year period in an amount not to exceed \$600,000.00; and

WHEREAS, the Executive Director requests authorization from the Board to finalize and execute an agreement with Waycare Technologies, Inc. for an Advanced Transportation Reporting and Incident Management/Prediction System in the form or substantially the same form attached hereto as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the Executive Director to finalize and execute a contract with Waycare Technologies, Inc. for an Advanced Transportation Reporting and Incident Management/Prediction System in an amount not to exceed \$600,000 and in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of July 2020.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AGREEMENT TO PROVIDE AN ADVANCED TRANSPORTATION REPORTING AND
INCIDENT MANAGEMENT/PREDICTION SYSTEM

This Agreement (the “Agreement”) is made and entered into by and between the Central Texas Regional Mobility Authority (the “Mobility Authority”), a regional mobility authority and a political subdivision of the State of Texas, and Waycare Technology Inc., a Delaware corporation (the “Service Provider”), to be effective as of the ___ day of _____, 2020 (the “Effective Date”) for the purpose of providing a Traffic Events Prediction System for the Mobility Authority and potentially other governmental entities.

WITNESSETH:

WHEREAS, the Mobility Authority desires to obtain the services of a firm to provide a Traffic Events Prediction System for traffic safety and traffic flow optimization on facilities operated by the Mobility Authority and facilities operated by other governmental entities; and

WHEREAS, pursuant to a Request for Proposals dated June 3, 2020 (the “RFP”) for Enhanced Traffic Information and Management Services, subsequently re-designated as an Advanced Transportation Reporting and Incident Management/Prediction System, the Mobility Authority sought to identify and obtain the services of a qualified firm to provide such services to the Mobility Authority, and potentially other governmental entities; and

WHEREAS, two (2) firms submitted responsive proposals for the work; and

WHEREAS, based on the representations made in the response to the RFP submitted by Service Provider and the recommendation of Mobility Authority staff and consultants who reviewed the proposals, the Mobility Authority Board of Directors selected Service Provider as the best and most responsive proposer to provide the required services; and

WHEREAS, the Service Provider is willing to provide its services for the Mobility Authority, subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual and individual benefits received and realized by the respective parties hereto, the parties do hereby agree as follows:

ARTICLE I

DESCRIPTION OF SERVICES

The Mobility Authority hereby retains the Service Provider, as an independent contractor, and the Service Provider agrees to provide services to the Mobility Authority, and possibly other entities, based upon the terms and conditions provided in this Agreement. The Service Provider agrees to provide those services listed in the Scope of Services, as set forth in the attached Appendix A (the “Services”) in a professional and complete manner in all respects. The Services may be performed directly by Service Provider or, subject to the agreement of the Mobility Authority, provided by Service Provider through its subcontractors and subconsultants. Service Provider agrees to provide adequate resources at all times throughout the term of this Agreement to provide the Services promptly and professionally as requested by the Mobility Authority. Without limiting any of its other rights under this Agreement or otherwise, the Mobility Authority may withhold payment of compensation to Service Provider if the Service Provider fails to meet any provision of this Agreement.

The Service Provider acknowledges and agrees that the Services provided for herein will be provided to Mobility Authority and may also be provided for the benefit of additional entities. All terms related to the performance of the Services to the Mobility Authority shall apply equally to the Services

provided to other entities, and the Mobility Authority shall have the right, without objection from Service Provider, to seek performance hereunder and enforce the terms of this Agreement on its own behalf and on behalf of any other entities receiving the Services provided for herein.

The Service Provider will provide Mobility Authority and/or representatives of Mobility Authority various reports and real time access to the records and data developed and maintained by the Service Provider in accordance with the terms of this Agreement and as otherwise agreed between the parties from time to time.

The Service Provider shall be expected to operate independently from the Mobility Authority and without extensive oversight and direction. The Service Provider shall commit the personnel and resources reasonably required to promptly and fully perform and fulfill the responsibilities and tasks

ARTICLE II

TERM

The initial term of this Agreement shall commence on the Effective Date, terminating on June 30, 2021, (the “Initial Term”) subject to the earlier termination of this Agreement or further extension upon the agreement of both parties. The Agreement shall automatically extend for two (2) additional one (1) year periods following the expiration of the Initial Term (the “Automatic Renewal Terms”). By mutual written agreement of the Mobility Authority and the Services Provider and subject to approval of the Mobility Authority Board of Directors, following the Initial Term and the two (2) Automatic Renewal Terms, this Agreement may be extended for up to one (1) additional two (2) year term. In addition to any termination rights set forth in this Agreement, either party may elect not to extend the term of the Agreement through the Automatic Renewal Terms by providing sixty (60) days written notice to the other prior to the end of the then current term. Absent such notice or termination pursuant to other provisions of this Agreement, the Automatic Renewal Terms will automatically take effect. If at any time during the term of this Agreement the Service Provider cannot provide the Services required by the Mobility Authority or for any other reason, the Mobility Authority reserves the unilateral right to procure the Services from any other service provider it deems capable of providing those Services in addition to any other rights that the Mobility Authority may have.

ARTICLE III

COMPENSATION

Authorization for Service Provider to perform the Services, compensation for the Service Provider’s work, and other aspects of the mutual obligations concerning Service Provider’s work and payment are as follows:

1. **COMPENSATION GENERALLY.** The Mobility Authority shall have no further obligation to pay any funds or provide any compensation to the Service Provider in relation to any of the Services, except as otherwise specifically provided herein.

2. **TAXES.** The Service Provider acknowledges that the Mobility Authority is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. All payments to be made by the Mobility Authority to Service Provider pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based.

3. **OVERALL COMPENSATION.** The Board of Directors shall identify an annual budget amount which authorizes funding for the types of services provided for herein. For each respective year of the Automatic Renewal Terms, the Executive Director shall, in his or her sole discretion, designate how much of the annual budget amount shall be allocated to the Services, not to exceed the maximum amount per year described on Appendix B. In the event the amount designated by the Executive Director is less than the maximum funding amount identified in Appendix B, the parties will agree on possible revisions to the scope of Services to be provided in accordance with subsection 6 below. The aggregate of

expenditures approved under this Agreement may not exceed, on a corresponding annual basis, the amount identified in the budget for the Services or a corresponding amendment to the budget approved by the Mobility Authority Board of Directors.

4. **EXPENSES.** The compensation set forth in Appendix B (as it may be revised in accordance with this Article III) is anticipated by the Mobility Authority and the Service Provider to be full and sufficient compensation and reimbursement for the Services. The Service Provider shall not be entitled to reimbursement from the Mobility Authority for out of pocket expenses incurred by the Service Provider related to the performance of its duties under this Agreement.

5. **BOOKS AND RECORDS.** All books and records relating to the Service Provider's work and Services to the Mobility Authority under this Agreement shall be made available during the Service Provider's normal business hours to the Mobility Authority and its representatives for review, copying, and auditing throughout the term of this Agreement and, after completion of the work, for four (4) years, or such period as is required by Texas law, whichever is longer.

6. **INVOICING.** Service Provider shall invoice the Mobility Authority for Services rendered according to the provisions set forth in Appendix B. Each invoice must include the total amount payable, the total amount paid during the Mobility Authority fiscal year, and such other detail or information as the Mobility Authority requests from time to time. Service Provider shall certify each invoice as true and correct for the month for which invoiced Services were provided and reimbursable expenses were incurred. Except as otherwise agreed to by the Parties, no compensation shall accrue or be paid prior to the effective date of any license agreement necessary to make the data and information described in this Agreement (including without limitation Appendix A) available to the Mobility Authority and other governmental entities.

By mutual agreement between the Mobility Authority and the Service Provider, certain compensation, including but not limited to license fees, milestone payments, or other monthly payments, may be made in advance of certain Services being performed; provided, however, that in the event of termination, such advance compensation shall be reimbursed to the Mobility Authority in a pro rata share for the Services actually performed under the Agreement. In no event shall the compensation exceed the amount approved by the Mobility Authority's Board of Directors for services of the type provided for herein in its annual budget.

The Initial Term shall provide for Services to be made available with respect to the Mobility Authority projects listed on Appendix A and, unless adjusted per this Article III, at the compensation amount stated thereon. While it is anticipated that the Services during the Automatic Renewal Terms will be provided for all Mobility Authority projects then in operation, in the event the Executive Director designates funding that is less than the amounts shown in Appendix B the Parties may agree that the Services will only be provided with respect to a subset of Mobility Authority projects, in which case Appendix A will be revised accordingly.

Upon receipt of an invoice that complies with the requirements set forth in this Agreement, the Mobility Authority shall pay all undisputed amounts, which are due and payable within thirty (30) days. The Mobility Authority reserves the right to withhold payment of all or part of a Service Provider invoice in the event of any of the following: (1) dispute over the work or costs thereof is not resolved within a thirty (30) day period; (2) pending verification of satisfactory work performed; or (3) if required reports are not received.

Invoices shall be sent to:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
Attn: Director of Operations

ARTICLE IV
TERMINATION

1. **TERMINATION.** Either party may terminate this Agreement for any reason, with or without cause, and thereby sever the independent contractor relationship between Service Provider and the Mobility Authority, by providing a minimum of thirty (30) days prior written notice of its election to terminate to the other party. However, any termination for cause by Mobility Authority is effective immediately upon the delivery of notice of termination to Service Provider. The Mobility Authority may terminate this Agreement for cause if Service Provider fails to satisfactorily perform or adhere to any provisions of this Agreement, breaches the confidentiality requirements, or otherwise engages in activity that, in the Mobility Authority's sole judgment, would subject the Mobility Authority in any manner to damages, liability, or damage to the Mobility Authority's reputation. Subject to the following, upon any termination the Mobility Authority shall pay any undisputed fees and reimbursable expenses, including non-cancelable expenses, approved by the Mobility Authority in accordance with the terms of this Agreement which are incurred before the termination date provided that Service Provider has made reasonable efforts to mitigate all costs or other damages associated with the termination. Notwithstanding the foregoing, in the event of a termination for cause the Mobility Authority may withhold funds in order to pay for expenses incurred as a result of the termination and potential transition to a new service provider.

2. **OPERATIONAL READINESS.** In the event that Service Provider fails, in the sole discretion of the Mobility Authority, to demonstrate operational readiness of the Service sixty (60) days prior to the date determined in and based on the Project Schedule as set forth in Appendix C or as may be mutually agreed between the Parties and the Service Provider fails to cure such failure within thirty (30) days, the Mobility Authority shall, in its sole discretion, have the right, acting in good faith, to terminate this Agreement for cause after the Mobility Authority has given Service Provider no less than thirty (30) day prior written notice that Service Provider has, within such notice period, not cured the failure.

ARTICLE V
PERSONNEL, EQUIPMENT, AND MATERIAL

3. **PERSONNEL.** The Service Provider acknowledges and agrees that the individual(s) identified in Appendix D, attached hereto and incorporated herein, are key and integral to the satisfactory performance of the Services by the Service Provider under this Agreement. Throughout the term of this Agreement, the Service Provider agrees that the identified individual(s) will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The death or disability of any such individual, his/her disassociation from the Service Provider or the approved subcontractor, or his/her failure or inability to devote sufficient time and attention to the Services shall require the Service Provider promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Mobility Authority. Failure to do so within thirty (30) days of the event requiring replacement shall be an event of default under this Agreement.

4. **SUBCONSULTANTS.** The Consultant may provide for the performance of portions of the Services with the assistance of one or more subconsultants or subcontractors provided that any subconsultant or subcontractor proposed to be utilized is approved, in advance and in writing, by the Mobility Authority. In the event Service Provider does utilize one or more approved subconsultants or subcontractor, Service Provider shall remain fully liable for the actions or inactions of such subconsultants or subcontractors and shall be solely responsible for compensating the subconsultants or subcontractors.

5. **REMOVAL OF PERSONNEL.** All persons providing the Services, whether employees of the Service Provider or of an approved subconsultant or subcontractor, shall have such knowledge and experience as will enable them, in the Service Provider's reasonable belief, to perform the duties assigned

to them. Any such person who, as determined by the Mobility Authority in its sole discretion, is incompetent or by his/her conduct becomes detrimental to the provision of the Services shall, upon request of the Mobility Authority, immediately be removed from performance of the Services. The Service Provider shall furnish the Mobility Authority with a fully qualified candidate for the removed person within thirty (30) days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Mobility Authority.

6. **CONTRACTOR FURNISHES EQUIPMENT, ETC.** Except as otherwise specified or agreed to by the Mobility Authority, the Service Provider shall furnish all equipment, transportation, supplies, and materials required for its performance of the Services under this Agreement.

ARTICLE VI

OWNERSHIP OF REPORTS, SOFTWARE AND LICENSES

Ownership of reports and related materials prepared by Service Provider at the direction of the Mobility Authority shall be as follows:

1. **GENERALLY.** All of the documents, reports, plans, computer records, software maintenance records, discs and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, opinions, testing reports, photographs, drawings, analyses and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Service Provider under this Agreement (the "Work Product"), including all information prepared for or posted on the Mobility Authority's website and together with all materials and data furnished to it by the Mobility Authority, shall at all times be and remain the property of the Mobility Authority and, for a period of four (4) years from completion of the Services or such period as is required by Texas law, whichever is longer, if at any time demand be made by the Mobility Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Mobility Authority without delay. The Mobility Authority hereby grants the Service Provider a revocable license to retain and utilize the foregoing materials, with said license to terminate and expire upon the earlier to occur of: (a) the completion of Services described in this Agreement or (b) the termination of this Agreement, at which time the Service Provider shall deliver to the Mobility Authority all such materials and documents. If the Service Provider, subconsultant, or a subcontractor desires later to use any of the data generated or obtained by it in connection with the Work Product resulting from the Services, it shall secure the prior written approval of the Mobility Authority. In the event that Work Product owned by the Mobility Authority hereunder is located on servers or other storage devices owned or controlled by the Service Provider, the Service Provider shall grant access to any third parties designated by the Mobility Authority as authorized to receive any designated portion of the Work Product.

2. **SEPARATE ASSIGNMENT.** If for any reason the agreement of the Mobility Authority and the Service Provider regarding the ownership of the Work Product and other materials is determined to be unenforceable, either in whole or in part, the Service Provider hereby assigns and agrees to assign to the Mobility Authority all right, title, and interest that Service Provider may have or at any time acquire in said Work Product and other materials which are prepared for this Agreement, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The Mobility Authority hereby acknowledges, however, that all documents and other Work Product provided by the Service Provider to the Mobility Authority and resulting from the Services performed under this Agreement are intended by the Service Provider solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Service Provider shall have no liability for the use by the Mobility Authority of any Work Product generated by the Service Provider under this Agreement on any project other than for the specific purpose for which the Work Product was prepared.

3. **OWNERSHIP OF MATERIALS, SOFTWARE AND LICENSES.** The Mobility Authority acknowledges and agrees that the Service Provider, its subconsultants, subcontractors or licensors

are the exclusive owners all copyrights, trade secret rights and related intellectual property rights (such rights together referred to herein as “Intellectual Property Rights”) in all Software and accompanying documentation developed, produced or implemented in connection with this Agreement by the Service Provider, its officers, employees, subcontractors or agents. Except as expressly stated herein, this Agreement does not grant the Mobility Authority any rights in or to such Intellectual Property Rights. The Service Provider reserves the right to grant licenses to use such Software to any other party or parties, provided that any such licenses do not affect the provision of any of the Services to the Mobility Authority pursuant to this Agreement. The provisions of this subsection shall be without prejudice to and shall not interfere with the Mobility Authority’s ownership of reports.

The Service Provider reserves all rights in Software and all associated Intellectual Property that have not been expressly granted under this Agreement.

For the duration of this Agreement, the Service Provider grants to the Mobility Authority a non-exclusive, non-transferable license to use the Software for such purposes and to the extent necessary to enable the Mobility Authority to receive the Services under this Agreement. Notwithstanding anything to the contrary in this Agreement, the license shall not survive termination or expiration of this Agreement. Provided, however, that the license referred to in this paragraph shall be extended for the limited purposes and term that may be necessary to give effect to any post termination or post expiration transition related obligations expressly undertaken by the Service Provider under this Agreement, such that Services shall remain continuous and uninterrupted for the duration of any post termination or post expiration transition period under this Agreement, with Service Provider providing the Mobility Authority with all permissions and licenses necessary to enable the Mobility Authority to receive the Services throughout any such transition period, including permissions and licenses necessary for use of any third-party software implemented by Service Provider under this Agreement.

The Mobility Authority shall have no right to access or use the source code of the Software.

The Mobility Authority shall not attempt to make any part of the Software or any accompanying documentation supplied by the Service Provider along with the Software, available to any third party, or otherwise allow access to the same to any third party except as required by law.

The Mobility Authority shall not attempt to reverse compile, decompile, disassemble or reverse engineer the Software, nor shall it amalgamate, amend, incorporate, modify, reproduce, translate or otherwise alter the same into or with any other software or use the same in conjunction with any third party's software.

For purposes of this Agreement, the term “Software” shall mean any software used by the Service Provider or any subcontractor of the Service Provider to provide the Services to the Mobility Authority, including any software owned or provided by the Service Provider, or its subconsultant or subcontractor.

ARTICLE VII

PROTECTION OF DATA AND INFORMATION

As part of their operations, Mobility Authority and other entities to whom Services may be provided collect and maintain information about individuals (including toll customers, vehicle owners, and employees) that may include data such as a person’s Social Security number, driver’s license number, license-plate number, geolocation or travel data, bank account or credit card information, health information, employment-related information, or login and password credentials (all such data pertaining to individuals, whether or not specifically listed, being “Personal Information”). As part of its performance of the Services, Service Provider may have access to, handle, or receive Personal Information or other confidential or proprietary materials, information, or data maintained by or concerning the Mobility Authority and other entities to whom Services may be provided (collectively with Personal Information, the “Mobility Authority Information”). Service Provider therefore agrees that:

1. Service Provider is responsible for the security of Mobility Authority Information that it receives or accesses in performing the Services, and Service Provider shall at all times maintain appropriate information-security measures with respect to Mobility Authority Information in a manner consistent with applicable law.

2. Service Provider must implement and maintain current and appropriate administrative, technical, and physical safeguards with respect to Mobility Authority Information in its possession, custody, or control, or to which it has access, to protect against unauthorized access or use of such Mobility Authority Information. At a minimum, such safeguards shall be consistent with generally recognized best practices for information security in the handling of similar types of data. Without limiting the foregoing, Service Provider must encrypt Mobility Authority Information (i) transmitted over the Internet, other public networks, or wireless networks, and (ii) stored on laptops, tablets, or any other removable or portable media or devices, in such a manner so as to assure that Mobility Authority Information cannot be accessed in an unauthorized manner or by unauthorized persons or entities.

3. Service Provider must identify to the Mobility Authority all subconsultants, subcontractors, and other persons who may have access to Mobility Authority Information in connection with the Services. Service Provider must restrict the Mobility Authority Information to which a given employee or approved subcontractor has access to only that Mobility Authority Information which such employee, or approved subcontractor or subconsultant, needs to access in the course of such employee's, or approved subcontractor's or subconsultant's, duties and responsibilities in connection with the Services.

4. Before granting access to Mobility Authority Information, Service Provider must ensure that its employees and each approved subcontractor agrees to abide by these information security measures (or other applicable measures that are at least as protective of Mobility Authority Information).

5. Mobility Authority Information must not be stored, accessed, or processed at any location outside of the United States with the exception of Service Provider's office in Tel Aviv, Israel, provided that at all times during the term of this Agreement (including all renewal terms) Service Provider must maintain an office in the United States.

6. Service Provider may use the Mobility Authority Information only for performing the Services, and Service Provider must ensure that its employees, approved subcontractor, or approved subconsultant are restricted from any use of Mobility Authority Information other than for such purpose.

7. Except to the extent otherwise expressly permitted, Service Provider may not disclose Mobility Authority Information except as required by law or a governmental authority having jurisdiction over Service Provider. In the event of such required disclosure, Service Provider must notify Mobility Authority in advance (if legally permissible to do so) and reasonably cooperate with any decision by Mobility Authority to seek to condition, minimize the extent of, or oppose such disclosure.

8. Service Provider will immediately notify Mobility Authority if Service Provider discovers any actual or reasonably suspected breach of security or unauthorized use of Mobility Authority Information (i) in the possession, custody, or control of Service Provider, its employees, or its subcontractors and/or (ii) effectuated using access permissions or credentials extended to an employee or subcontractor of Service Provider (either of occurrences (i) or (ii) being referred to as a "Security Incident"). In no event shall Service Provider's notification to Mobility Authority be later than three (3) calendar days after Service Provider discovers the Security Incident; provided, however, that more immediate notification shall be given as the circumstances warrant or if more immediate notification is required by law. Service Provider must provide all necessary and reasonable cooperation with respect to the investigation of such Security Incident, including the exchange of pertinent details (such as log files). In addition, Service Provider must promptly undertake appropriate remediation measures and inform the Mobility Authority regarding the same.

9. Subject to requirements of data security or privacy laws, Mobility Authority, in its sole discretion, will determine whether, and when to provide notice of a Security Incident to (a) any individuals whose personal information has been actually or potentially compromised; (b) any governmental authority; and/or (c) any other entity, including, but not limited to, consumer credit reporting agencies or the media. All notices must be approved by Mobility Authority before they are distributed. Service Provider must reimburse Mobility Authority for costs or expenses Mobility Authority incurs in connection with such notices (including the provision of credit monitoring or other identity protection services, to the extent the provision of such services is legally required or customary for similar data security incidents). Furthermore, and in addition to any other indemnification requirements under this Agreement, Service Provider shall indemnify and hold Mobility Authority harmless from all claims, costs, expenses, and damages (including reasonable attorneys' fees) that Mobility Authority incurs in connection with any regulatory action or third party claim arising from a Security Incident.

10. Service Provider must cooperate and permit Mobility Authority (and any governmental authorities with jurisdiction in connection with an audit requested by Mobility Authority) reasonable access for on-site review of Service Provider's data security systems and procedures to verify Service Provider's compliance with its obligations under this Agreement.

11. Whenever Mobility Authority Information is no longer needed for the performance of Services, or at any time upon written notification from Mobility Authority, Service Provider must unconditionally and without any charge or fee return or, at Mobility Authority's written election, certify the secure destruction of, all Mobility Authority Information in Service Provider's possession, custody, or control (including Mobility Authority Information in the possession, custody, or control of any of Service Provider's subcontractors or consultants).

ARTICLE VIII

MOBILITY AUTHORITY INDEMNIFIED

THE SERVICE PROVIDER SHALL INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, ARISING FROM THE SERVICE PROVIDER'S NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE SERVICE PROVIDER'S PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE SERVICE PROVIDER SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE SERVICE PROVIDER SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE SERVICE PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONSULTANTS, AND SUBCONTRACTORS OR TO THEIR CONDUCT.

ARTICLE IX

CONFLICTS OF INTEREST

The Service Provider represents and warrants to the Mobility Authority, as of the Effective Date of this Agreement and throughout the term hereof, that it, its employees and subcontractors (a) have no financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the Service Provider, except as expressly disclosed in writing to the Mobility Authority, (b) shall discharge their responsibilities under this Agreement professionally, impartially and independently, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder. In the event that a firm (individually or as a member of a consortium) submits a proposal to work for the Mobility Authority, Service Provider shall comply with the Mobility Authority's conflict of interest policies and shall make disclosures as if it were one of the key personnel designated under such policies.

ARTICLE X

INSURANCE

Prior to beginning the Services under this Agreement, the Service Provider shall obtain and furnish certificates to the Mobility Authority for the following minimum amounts of insurance:

1. **WORKERS' COMPENSATION INSURANCE.** In accordance with the laws of the State of Texas covering all of Service Provider's employees and employer's liability coverage with a limit of not less than \$1,000,000. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE.** On an "occurrence basis" with limit a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, including those resulting in death; and property damage on an "occurrence basis" with an aggregate limit of not less than \$2,000,000. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to anyone person, and for property damage on account of anyone occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Service Provider's obligations under this Agreement. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

4. **VALUABLE PAPERS INSURANCE.** With limits not less than \$500,000 to cover the full restoration of any records, information, logs, reports, diaries, or other similar data or materials of Service Provider relating to the Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Mobility Authority or otherwise completed.

5. **CYBERSECURITY INSURANCE.** Professional/technology errors and omissions liability insurance, including liability for financial loss and/or business interruption suffered by Service Provider, due to error, omission, negligence of employees and machine malfunction, cyber liability/network security/privacy coverage arising from errors, omission, negligence of employees and hardware malfunction, or causing electronic data to be inaccessible, computer viruses, denial of service, loss of service, network risks (such as data breaches, unauthorized access or use, identity theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) in connection with all Services provided by Service Provider, in an amount of at least ten million dollars (\$10,000,000), and which has no exclusion or restriction for encrypted or unencrypted portable devices;

6. **EXCESS UMBRELLA LIABILITY.** With minimum limits of \$6,000,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required. The Umbrella Policy

shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.

7. **GENERAL FOR ALL INSURANCE.** The Service Provider shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Mobility Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) registered to do business in the State of Texas; (b) rated: (i), with respect to the companies providing the insurance by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Mobility Authority.

All policies are to be written through companies registered to do business in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance shall name the Mobility Authority as additional insureds and shall protect the Mobility Authority, the Service Provider, their officers, employees, directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful wrongful acts or failures to act by the Service Provider, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Applicable Certificates shall also indicate that the contractual liability assumed is included.

The insurance carrier shall include in each of the insurance policies the following statement: "This policy will not be canceled or non-renewed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH 35, Suite 300, Austin, TX 78705, Attention: Executive Director."

ARTICLE XI

COMPLETE AGREEMENT; COORDINATION OF CONTRACT DOCUMENTS

This Agreement, including all Appendices attached hereto, sets forth the complete agreement between the parties with respect to the Services and supersedes all other agreements (oral or written) with respect thereto. Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the Mobility Authority and the Service Provider. This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by the parties to this Agreement. This provision cannot be waived orally by either party.

The Proposal dated June 22, 2020 submitted by Waycare Technology Inc. in response to the RFP is attached hereto and incorporated herein as Appendix E for all purposes (the "Proposal"). In the event of a conflict, the order of prevailing precedence (1-highest order to 4-lowest order of precedence) shall be as follows:

- a. Amendments to the Agreement
- b. The Agreement
- c. Appendices to the Agreement
- d. The Service Provider's Proposal

However, if the Proposal can reasonably be interpreted as providing higher quality materials or services than those required by the other contract documents or otherwise contains offers, statements or terms more advantageous to the Mobility Authority, Service Provider's obligations under the Agreement shall include compliance with all such statements, offers and terms contained in the Proposal.

ARTICLE XII

MAINTENANCE OF, ACCESS TO, AND AUDIT OF RECORDS

1. **RETENTION AND AUDIT OF RECORDS.** Service Provider shall maintain at its offices in Texas a complete set of all books, records, electronic files and other documents prepared or employed by Service Provider in its provision of the Services related to this Agreement. Service Provider shall maintain all records and documents relating to this Agreement, including copies of all original documents delivered to the Mobility Authority until four (4) years after the date of the termination or expiration of this Agreement. Service Provider shall notify the Mobility Authority where such records and documents are kept. If approved by the Mobility Authority, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

Service Provider shall make these records and documents available for audit and inspection to the Mobility Authority without charge, and shall allow the Mobility Authority or its representatives to make copies of such documents. The Mobility Authority may direct its own auditors or representatives to perform such audits or reviews. Service Provider shall cooperate fully with the entity performing the audit or review.

Notwithstanding the foregoing, the Service Provider shall comply with all laws pertaining to the retention of records and the provision of access thereto. The Service Provider shall maintain its books and records in accordance with generally accepted accounting principles in the United States, subject to any exceptions required by existing bond indentures of the Mobility Authority, and shall provide the Mobility Authority with a copy of any audit of those books and records as provided herein or otherwise requested by the Mobility Authority.

2. **PUBLIC INFORMATION ACT.** Service Provider acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the Mobility Authority's possession, including materials submitted by Service Provider, are subject to the provisions of the Texas Public Information Act. Service Provider shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential", as it determines to be appropriate. Service Provider is advised to contact legal counsel concerning such law and its application to Service Provider.

If any of the materials submitted by the Service Provider to the Mobility Authority are clearly and prominently labeled "Trade Secret" or "Confidential" by Service Provider, the Mobility Authority will endeavor to advise Service Provider of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will the Mobility Authority be responsible or liable to Service Provider or any other person for the disclosure of any such labeled materials, whether the disclosure is required by law, or court order, or occurs through inadvertence, mistake or negligence on the part of the Mobility Authority.

In the event of litigation concerning the disclosure of any material marked by Service Provider as "Trade Secret" or "Confidential," the Mobility Authority's sole obligation will be as a stakeholder retaining the material until otherwise ordered by the Attorney General or a court, and Service Provider shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the Mobility Authority reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable.

ARTICLE XIII

GENERAL PROVISIONS

1. RELATIONSHIP BETWEEN THE PARTIES

The parties recognize that the Mobility Authority, through its Executive Director and assigned staff, manage the day-to-day business and affairs of the Mobility Authority and that only an independent contractor relationship, and no other type of relationship, exists between the Mobility Authority and Service Provider. The Service Provider acknowledges and agrees that neither it nor any of its employees or subcontractors, shall be considered an employee of the Mobility Authority for any purpose. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the Mobility Authority whatsoever with respect to the liabilities, obligations or acts of the Service Provider, its employees, subcontractors, or any other person.

2. DELIVERY OF NOTICES

In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given either (a) when delivered by hand; (b) one (1) business day after being deposited with a reputable overnight air courier service; or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of the Service Provider:

Paul-Matthew Zamsky

1601 Vine St.

Los Angeles, CA 90027

ATTN: Chief Executive Officer or Paul-Matthew Zamsky

In the case of the Mobility Authority:

Central Texas Regional Mobility Authority

3300 N IH-35, Suite 300

Austin, TX 78705

ATTN: Executive Director

and:

Central Texas Regional Mobility Authority

3300 N IH-35, Suite 300

Austin, TX 78705

ATTN: General Counsel

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

3. REPORTING OF SUBPOENAS, NOTICES

The Contractor shall immediately send the Authority a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, subcontractors, or representatives, or received by it or them, in connection with any matter related to the Services under this Agreement.

4. MOBILITY AUTHORITY'S ACTS

Anything to be done under this Agreement by the Mobility Authority may be done by such persons, corporations, firms, or other entities as the Mobility Authority's Executive Director may designate in writing.

5. LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of the Mobility Authority under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the Authority shall have any personal obligations or liability thereunder or hereunder.

The Service Provider is obligated to comply with applicable standards of professional care in the performance of the Services. The Mobility Authority shall have no obligation to verify any information provided to the Service Provider by the Authority or any other person or entity.

6. CAPTIONS NOT A PART HEREOF

The captions or subtitles of the several articles, subsections, and divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its articles, subsections, divisions, or other provisions.

7. CONTROLLING LAW, VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes arising hereunder and waive the right to sue and be sued elsewhere.

8. TIME OF ESSENCE

With respect to any specific delivery or performance date or other deadline provided hereunder, time is of the essence in the performance of the provisions of this Agreement. The Service Provider acknowledges the importance to the Mobility Authority of the timely provision of the Services and will perform its obligations under this Agreement with all due and reasonable care.

9. SEVERABILITY

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

10. AUTHORIZATION

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each party represents and warrants that the individual executing this Agreement on its behalf is duly authorized to do so, and that this Agreement constitutes a valid and legally binding agreement enforceable against each party in accordance with its terms.

11. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the Mobility Authority, the Service Provider, and their respective heirs, executors, administrators, successors, and permitted assigns.

The Service Provider may not assign the Agreement or any portion thereof without the prior written consent of the Mobility Authority.

12. INTERPRETATION

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

13. BENEFITS INURED

This Agreement is solely for the benefit of the parties hereto and their permitted successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in or to any other persons or entities, including the public in general.

14. SURVIVAL

The parties hereby agree that each of the provisions in the Agreement are important and material and significantly affect the successful conduct of the business of the Mobility Authority, as well as its reputation and goodwill. Any breach of the terms of this Agreement is a material breach of this Agreement, from which the Service Provider may be enjoined and for which the Service Provider also shall pay to the Mobility Authority all damages which arise from said breach. The Service Provider understands and acknowledges that the Service Provider's responsibilities under certain provisions of this Agreement shall continue in full force and effect after the Service Provider's contractual relationship with the Mobility Authority ends for any reason.

15. FORCE MAJEURE

If a Force Majeure Event occurs, the Nonperforming Party is excused from performance of its obligations under this Agreement but only for the time and to the extent that such performance is prevented by the Force Majeure Event. During a Force Majeure Event that prevents Service Provider from delivering Services, Service Provider's entitlement to compensation under this Agreement is suspended.

When the Nonperforming Party is able to resume performance of its obligations under this Agreement, it will immediately give the Performing Party (defined below) written notice to that effect and promptly resume performance under this Agreement.

The relief offered by this Force Majeure provision is the exclusive remedy available to the Nonperforming Party with respect to a Force Majeure Event.

The Performing Party may terminate this Agreement if:

1. The Nonperforming Party's failure to perform under this Agreement due to a Force Majeure Event impairs material benefits of this Agreement to the other party (the "Performing Party"); and
2. The Nonperforming Party does not resume performance in accordance with this Agreement within thirty (30) days following the giving of notice to the Nonperforming Party of the Performing Party's intent to terminate this Agreement.

In this Agreement, "Force Majeure Event" means any act, event, or condition not foreseeable by a party (the "Nonperforming Party") that: (A) prevents the Nonperforming Party from performing its obligations under this Agreement; (B) is beyond the control of, not caused in whole or in part by, and not otherwise the fault of the Nonperforming Party; and (C) is not able to be overcome or avoided by the Nonperforming Party's exercise of diligence or preventative measures. Notwithstanding the foregoing, Force Majeure Events shall be limited to the following: any earthquake, tornado, hurricane, flood or other natural disaster, fire, freight embargo, strike, blockade, rebellion, war, riot, act of sabotage or civil

commotion. The following do not constitute a Force Majeure Event: economic hardship, changes in market conditions, or insufficiency of funds.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first written above.

MOBILITY AUTHORITY:

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY
3300 N IH-35, Suite 300
Austin, TX 78705

SERVICE PROVIDER:

Waycare Technology Inc.
1601 Vine St.
Los Angeles, CA 90027

By: _____

Name: Mike Heiligenstein
Title: Executive Director

By: _____

Name: Paul-Matthew Zamsky
Title: Head of Strategic Partnerships

APPROVED AS TO FORM:

By: _____

Name: Geoff Petrov
Title: General Counsel

Appendix A

GENERAL SCOPE OF SERVICES AND REQUIREMENTS

TO PROVIDE AN ADVANCED TRANSPORTATION REPORTING AND INCIDENT MANAGEMENT/PREDICTION SYSTEM

The services and system shall provide traffic management support services to government entities using artificial intelligence and predictive analytics systems.

Provide, install, configure, and test a machine learning, cloud-based platform for real-time and predictive traffic management services within the Mobility Authority Main Offices, Traffic Incident Management System, and remote locations.

The system shall meet the following requirements:

1. Provide an automated artificial intelligence (AI) driven incident identification using historical and real-time in-vehicle data (telematics and navigation providers), Mobility Authority, Texas Department of Transportation (TxDOT), City of Austin (COA), and other agencies upon mutual agreement (loop sensors, traffic signal data, etc.);
2. Integrate with traffic operations infrastructure such as closed-circuit television (CCTV) cameras, traffic signals, microwave vehicle detection system (MVDS), inductive loops, flood sensors, dedicated short range communication (DSRC) radios, and existing Dynamic Message Signs (DMS).
3. Ability to filter duplicate information from incoming data sources to provide Mobility Authority and partner agencies a high level of certainty when responding to incidents.
4. Ability to push notifications / alerts to drivers in the accident proximity area through Waze, social media, DMSs, roadside units (RSUs), and other systems and media. Increasing awareness is key to encouraging safer driving behavior.
5. Predictive analytics to identify and predict roads with a high likelihood of problematic traffic flow, traffic crashes, or incidents to strategically allocate resources and take actions in advance of possible incidents.
6. Provide secure multiple user access enabled via cloud environment through standard internet browser via any device (desktop, workstation, laptop, tablet, and smart phone).
7. Provide training and operations manual and documentation for initial startup and for platform and functionality updates.
8. Ability to create a GIF from a CCTV feed and attach it to an incident for other users to see the incident at the time of reporting.
9. Real-time bidirectional automatic data feeds with a variety of stakeholders including but not limited to: Mobility Authority, TxDOT, COA, and other agencies upon mutual agreement.
10. Display on one screen both a layered map and list of functionality, traffic information as a separate layer on the map, queues and heads of queues leveraging in-vehicle data, detect and display in a separate color irregular congestion on the map, available CCTV cameras and link to the video stream, warnings derived from the contextual driving behavior, location of dynamic messaging signs and current messaging on them, the location of government fleet vehicles if location data is available.
11. Display events, planned construction, and road closures, as a separate layer on the map; and geolocated real-time alerts over a map overlay.

12. Predictive analytics includes forward-looking insights relation to incidents and areas at risk using external and internal data. Generate the predictions on a 24-hour rolling bases cut into two-hour segments, displayed on the system map during their relevant time of the insights, and real time forward-looking alerts of incidents impact on travel times.
13. Irregular congestion analytics to identify abnormality in traffic patterns.
14. Unified data-aggregation for retroactive mobility performance measures analysis.
15. Identify relevant data that should be associated with an incident/event utilizing geofencing technology.
16. Identify potential safety hazards using contextual driving behavior data from connected cars and smart devices (smartphones, tablets, etc.).
17. Integrate disparate systems into a streamlined intuitive GIS based interface.
18. Reporting capabilities in an PDF export format which highlights data points relevant to traffic activity and management including reconstructing the incident timeline and impact to travel times.
19. Automated alerts of incidents from both external and internal sources without being solely reliant on 911 calls, list of active incidents with relevant attribute data, user reported incident capability.
20. Incident reporting function shall include camera view of the five most relevant cameras related to the incident, Incident details, editable incident description with sharing feature to relevant public-facing services, activity log displaying changes and updates to the incident by different users, a list of relevant dynamic messaging signs with current messaging and access to a change function, current weather at the site of the incident with information from external data sources.
21. Incident reporting function with an edit feature enabling the users to change the location of the incident through a drop pin on the map, update incident information and description, share function with external systems such as Waze, ability to select a principal camera and create a GIF file to be attached to the incident.
 - a) Communicate with connected vehicle protocols (DSRC and 5G) to aggregate data in real-time and transfer alerts to vehicles in a geofenced area.
 - b) Automatically aggregate numerous sources of data, historical and in real-time, into a normalized data warehouse including road crashes, road incidents, weather events, major events (e.g. sports events), construction and infrastructure, traffic lights status, extreme weather alerts, in-vehicle data, average speed, harsh breaks, harsh acceleration, excess steering, breakdowns, crashes, stoppage at an intersection, DMSs, variable speed limits, and CCTV images.
 - c) Functional and flexible permission management capability to add and remove agencies, change level of access to system, change levels of access to other agencies and public.
 - i. Provide at least 100 user accounts for use by first responders and other operational partners.
 - ii. Establish different user privileges into at least 3 categories: full system access including configuration changes, read/write access, read only/view access.
 - iii. Cross-agency collaboration and seamless communication and data sharing between partner agencies to support existing workflows and incident management operations.
 - iv. Receive, store and disseminate information relating to transportation concerns including but not limited to congestion and head of queue analysis, road construction, on-going and upcoming special events, crashes, incidents, and hazards, predictive insights of areas at high risk of crashes, and local weather information.

- d) Cloud-based systems hosted off-site includes performance analytics software to monitor performance and issue alerts.
22. During the Initial Term, Services shall be provided for the MoPac North, 290 Toll, and 45SW corridors. During Year 2, Year 3, and thereafter Services shall be provided for the entire service area as identified in orange, blue, and green on Attachment A (MOBILITY AUTHORITY SERVICE AREA/CORRIDORS). Services may be expanded by written amendment to interstate highway, United States or state highway route, or other corridors by the Mobility Authority or partner agencies.
23. The **Initial Term: Limited Proof of Concept “Go Live”** project payment outlined in both Appendix B and Appendix C shall not be paid until the Service Provider has produced a mutually agreed to Proof of Concept Plan and successfully completed the requirements of such Proof of Concept Plan. The Proof of Concept plan shall at a minimum implement the following scope of services items defined in Appendix A: Item (1) excluding third party data, Item (3), Item (6), Item (7), Item (8), Item (10), Item (15), Item (16), Item (17), Item (19), Item (20), Item (21) excluding sub-item (a).
24. The **Initial Term: Services “Go Live”** project payment outlined in both Appendix B and Appendix C shall not be made until the Service Provider has produced a mutually agreed to Final Implementation Plan and successfully completed the requirements of such Final Implementation Plan. The Final Implementation Plan shall include implementation of the remaining scope items not covered by the Limited Proof of Concept Plan including: Item (1) third-party data integration, Item (2), Item (4), Item (5), Item (9), Item (11), Item (12), Item (13), Item (14), Item (18), Item (21) sub-item (a).
25. Should the Service Provider be unable to complete one or more of the scope items in a timely manner due to technical challenges, integration issues or other factors caused by the Mobility Authority or its other third-party partners, the Mobility Authority reserves the right to alter the schedule and scope requirements.

Appendix B
COMPENSATION

1. The Time Period in the table below represents the anticipated time frame for payments based on the Project Schedule set forth in Appendix C. The “Not to Exceed Amount” reflects the maximum that could be paid if there are no budgetary adjustments and corresponding modifications to the Scope of Services per Article III; said amounts do not reflect the amount to which the Service Provider is entitled to receive:

Term	Fiscal Year	Time Period	Not to Exceed Amount
Initial	21	August 3, 2020 to June 30, 2021	\$150,000
Year 2	22	July 1, 2021 to June 30, 2022	\$225,000
Year 3	23	July 1, 2022 to June 30, 2023	\$225,000
Total			\$600,000

2. Invoicing shall be in accordance with the following schedule and shall only occur as provided for below. The “Not to Exceed Amount” reflects the maximum that could be paid if there are no budgetary adjustments and corresponding modifications to the Scope of Services per Article III; said amounts do not reflect the amount an amount to which the Service Provider is entitled:

Payment Element	Type	Not to Exceed Amount
Mobilization: Notice to Proceed (1)	Lump Sum	\$5,000
Initial Term: Limited Proof of Concept “Go Live” (2)	Lump Sum	\$15,000
Initial Term: Services “Go Live” (3)	Lump Sum	\$28,500
Initial Term: Services (4)	Monthly	\$14,500
Year 2 Services (5)	Monthly	\$18,750
Year 3 Services (5)	Monthly	\$18,750

(1) An invoice may only be submitted upon receipt of a Notice to Proceed (“NTP”) from the Mobility Authority, and only for the amount authorized in the NTP.

(2) An invoice may only be submitted upon the Mobility Authority’s approval of the Limited Proof of Concept as provided for in Appendix A, Paragraph 23, and only in the amount authorized by the Mobility Authority which may reflect a reduction in scope per Article III.

(3) An invoice may only be submitted upon the Mobility Authority’s approval to “Go Live” with the Services as provided for in Appendix A, Paragraph 24, and only in the amount authorized by the Mobility Authority which may reflect a reduction in scope per Article III.

(4) Monthly invoicing for Services for the Initial Term may only commence upon the Mobility Authority's approval to "Go Live" and only in the amount authorized by the Mobility Authority which may reflect a reduction in scope per Article III. Invoicing shall only be for those months remaining in the Initial Term after "Go Live" approval is given.

(5) Monthly invoicing for Services for Years 2 and 3 may only commence if each respective Automatic Renewal Term becomes effective and only in the amount authorized by the Mobility Authority which may reflect a reduction in scope per Article III.

Appendix C
PROJECT SCHEDULE

The services shall be implemented in a phased approach based upon milestone date ranges outlined below and the process described within the Service Provider proposal. An exact schedule will be based upon an agreed upon the amount of integration/adoption needed, in conformance with milestone date ranges and subject to approval by the Mobility Authority.

SERVICES shall commence upon the execution of the Agreement and the issuance of a notice to proceed by the Mobility Authority. The milestone date ranges schedule shall be in accordance with the following schedule:

Contract Execution and Notice to Proceed	August 3, 2020
Initial Term: Limited Proof of Concept “Go Live”	September to October, 2020
Initial Term: Services “Go Live”	November 2020
Year 2 Services “Go Live”	July 1, 2021 to June 30, 2022
Year 3 Services	July 1, 2022 to June 30, 2023

Appendix D
PERSONNEL

1. Na'ama Goldberg - Project Manager
2. Ayala Rosenbaum - Product Manager
3. Paul-Matthew Zamsky - Strategic Partnership Lead
4. Kali Breheny - Proposal Manager
5. Alex Smolyak - Algorithm & Data Science Team Lead
6. Efrat Barak - Customer Support Lead

Appendix E

RESPONSE TO THE REQUEST FOR PROPOSALS

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
REQUEST FOR PROPOSALS
to provide
ENHANCED TRAFFIC INFORMATION AND MANAGEMENT SERVICES

RFP Issue Date: June 3, 2020
Response Due: 4:00 P.M., C.S.T. on June 22, 2020
Addressed To: Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, Texas 78705
Attn: Fabiola Bowers
Email: fbowers@ctrma.org

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

REQUEST FOR PROPOSALS

to provide

ENHANCED TRAFFIC INFORMATION AND MANAGEMENT SERVICES

The Central Texas Regional Mobility Authority (the "MOBILITY AUTHORITY") is a political subdivision of the State of Texas established pursuant to the request of Travis and Williamson Counties, Texas, and the approval of the Texas Transportation Commission. The MOBILITY AUTHORITY is governed pursuant to the provisions of Texas Transportation Code, Chapter 370, and is seeking proposals from SERVICE PROVIDERS interested in providing ENHANCED TRAFFIC INFORMATION AND MANAGEMENT SERVICES to the MOBILITY AUTHORITY and potentially other governmental entities.

Responding firms must demonstrate a history of providing traffic management support services to governmental entities using artificial intelligence and predictive analytics systems for traffic safety and traffic flow optimization services.

Certain information is necessary to evaluate each responding firm's ability to provide the desired services. This Request for Proposals (the "RFP") details the information that will enable the MOBILITY AUTHORITY to evaluate properly the abilities of the responding firms. The anticipated work is described herein and in Exhibit A and shall sometimes be referred to as the "Services" in the context of this RFP.

1. DESCRIPTION OF MOBILITY AUTHORITY

The MOBILITY AUTHORITY is a regional entity granted powers under state law to study, design, construct, operate, expand, enlarge, extend, and maintain transportation facilities within the region of the MOBILITY AUTHORITY (currently Travis and Williamson Counties) and adjacent areas as permitted by law. Transportation facilities over which the MOBILITY AUTHORITY may exercise responsibility include but are not limited to toll highways and facilities, freight and passenger rail facilities, certain types of airports, intermodal hubs, and systems of transportation facilities. The powers and duties exercised by the MOBILITY AUTHORITY and its Board of Directors are impacted by numerous federal and state laws, rules, and regulations.

2. RESPONSE FORMAT AND REQUIREMENTS

This RFP broadly outlines the information that proposers must submit to enable the MOBILITY AUTHORITY to evaluate the experience and capabilities of the responding proposers.

All submittals must be responsive to the general format and guidelines outlined within this RFP. A responsive submittal is one that follows the general guidelines of this RFP, includes all documentation requested, is submitted following the general format outlined herein, displays sound justification for recommendations, is submitted by the deadline, and has the appropriate signatures as may be required. Failure to comply may result in the submittal being deemed nonresponsive.

Respondents should follow the outline in Section 3 using section headings and subheadings. Clearly identify each request being addressed and answer each specifically and succinctly. Please provide a response to every question or request for information identified. If no response is given, clearly explain why.

Submittals **must not exceed twenty (20) pages** (8.5 x 11 inches with 1-inch margins from all sides), type font size not less than 11 points, and printed on one side. Response shall be submitted as a bound document and printed single-sided on standard 8½" x 11" paper. Graphics, charts,

photographs, and/or exhibits may be on 11" x 17" paper but must be folded to the standard size; foldout pages count as one page.

The page limit does not include the cover page, cover letter (limited to 1 page), front/back cover sheets, dividers, table of contents, the Disclosure Statement Forum (Exhibit C), resumes (limited to 1 page each) or other items requested to be included in an appendix. The minimum type size shall be 11 point. Materials submitted in excess of the specified 20 pages will not be reviewed.

Proposals Submittal

Proposal can be submitted by mail, delivered by commercial carriers or messenger services, and shall be received to:

Fabiola Bowers, Traffic & Incident Manager
Central Texas Regional Mobility Authority
3300 N IH35, Suite 300
Austin, Texas 78705

If the Proposal is submitted by mail, the sealed envelope shall state "PROPOSAL ENCLOSED" and include the Proposer's name and address and the Solicitation Title. The only acceptable evidence to establish the time of receipt is the time/date stamp on the proof of delivery provided by the commercial carriers or messenger services.

Proposal can also be submitted electronically. The proposal, including appendices, shall be emailed in a single PDF file. If the PDF file is delivered as an attachment to an email, it cannot exceed 20Mb in size. For PDF files exceeding 20Mb, a link shall be provided for CTRMA to download the PDF file from a cloud location. If the Proposal is submitted electronically, it shall be e-mailed to:

Attn: Fabiola Bowers, Traffic & Incident Manager
Email: fbowers@ctrma.org
Email Subject: **CTRMA-RFP- Enhanced Traffic Information and Management Services**

RESPONSES TO THIS RFP SHALL BE DELIVERED BY MAIL or ELECTRONICALLY, AS INDICATED ABOVE, NO LATER THAN 4:00 P.M., C.S.T., JUNE 22, 2020.

The MOBILITY AUTHORITY is not responsible for any conditions which may preclude timely delivery of responses, including weather, traffic, or technology issues precluding timely receipt of proposals.

Proposals will not be accepted delivered by fax.

The MOBILITY AUTHORITY reserves the right to request additional information or clarifications from any respondents or to allow corrections of errors or omissions.

3. RESPONSE CONTENT

Responses to this RFP shall include the following information:

- a) Company Contact Information
 - i. Name, title, address, telephone number, fax number, e-mail address of individual submitting the proposal and to whom questions or requests for additional data should be directed.

- b) Company Information, including:
- i. Brief history of the responding firm.
 - ii. Firm organization, senior management, and proposed staffing for this potential project.
 - iii. Corporate address.
 - iv. Other office locations and addresses.
 - v. Any litigation (including any formal administrative proceedings or investigations by any regulatory agencies) in which the firm is currently involved or has been involved since 2017 resulting from the firm providing traffic management support services. Indicate the case style, court or venue where pending, and current status or disposition of such litigation or proceedings.
 - vi. Any litigation, complaint, or filing against the firm since 2017 regarding equal employment, discrimination, or sexual harassment and the disposition of any such complaint.
 - vii. A summary of the firm's experience providing services for governmental entities for 2017, 2018, 2019, and to date.
 - viii. Firm Financial Statements. At the time of submission of its Response, a complete set of the firm then previous two (2) years of consolidated financial statements, including, without limitation, balance sheet and income statements, and notes related thereto shall be provided. By submitting a Response, the firm, if awarded the project, agrees to deliver to the MOBILITY AUTHORITY, current and updated unaudited financial statements, certified as true, complete, and accurate by the Firm's Chief Financial Officer, reasonably requested by the MOBILITY AUTHORITY from time to time. The Firm's Financial Statements shall be provided in Appendix to the Response and are excluded from page limits.
- c) Technical Approach, Service/System Capabilities, and Personnel
- i. Proposed organizational chart to perform services for the Mobility Authority
 - ii. Describe the technical approach to providing the Services described herein.
 - iii. Describe the service/system capabilities
 - iv. Identify key members to be assigned to this engagement, with the anticipated role and a brief biography of each individual (full resumes may be included as an appendix material (one page each) but should not be included in the main body of the firm's proposal).
- d) Compensation and Schedule
- i. Pricing structure/methodology and the cost for Services in the initial term, Year 2, and Year 3. For each term, the firm shall separate in its response the Cost for Implementation Services, the Cost for Maintenance and Support Services, and the Cost for Licenses and provide the pricing methodology that apply to each.
 - ii. Proposed Project schedule.
- e) References
- i. Provide at least three (3) references (name, title, address, telephone number, and email address) that the MOBILITY AUTHORITY may contact. The MOBILITY AUTHORITY reserves the right to independently contact other references. Input received may be considered as part of the scoring. A reasonable effort will be made to contact all references.
- f) Historically Underutilized ("HUB") and Disadvantage Business Enterprise ("DBE") Participation
- i. Indicate whether the responding firm is a certified HUB or DBE and if so, provide supporting documentation, including evidence of certification through the State of Texas or a Texas regional certification agency.

- ii. Describe the responding firm's process for encouraging HUB/DBE participation in the work.
- g) Conflict of Interest Disclosure
 - i. See Item 6 below regarding requirement of Conflict of Interest Disclosure Statement(s). These, if applicable, must be included in the appendix.

4. MINIMUM REQUIREMENTS

Firms interested in providing Services shall demonstrate two (2) years of experience providing services substantially the same as required in Exhibit A. The determination of acceptable experience shall be at the sole discretion of the MOBILITY AUTHORITY.

Failure to meet minimum requirements may result in the submittal being deemed nonresponsive.

5. SCOPE OF SERVICES

The Scope of Services to be provided are described in Exhibit A. It is anticipated that the Proposal of the responding firm selected to provide the Services will be included as an appendix to the agreement to provide services entered into with the MOBILITY AUTHORITY.

6. CONFLICTS OF INTEREST AND ETHICS:

Proposers should familiarize themselves with and comply with the MOBILITY AUTHORITY'S Conflict of Interest Policy (available on the MOBILITY AUTHORITY'S website at <http://www.mobilityauthority.com/about>). All Respondents and team members are required to complete and submit with the Proposal a Conflict of Interest Disclosure Statement (attached as Exhibit C) if the Respondent or a team member has a current or previous (defined as one terminating within 12 months prior to submission of the Proposal) business relationship with any of the Mobility Authority's key personnel. The disclosure shall include information on the nature of the relationship, the current status, and the date of termination or expected termination, if known, of the relationship.

7. QUESTIONS CONCERNING THE RFP/UPDATES

ALL QUESTIONS CONCERNING THIS RFP SHALL BE RECEIVED BY EMAIL AS INDICATED BELOW NO LATER THAN 4:00 P.M., C.S.T., JUNE 10, 2020.

Attn: Fabiola Bowers, Traffic & Incident Manager

Email: fbowers@ctrma.org

Email Subject: **CTRMA-RFP- Enhanced Traffic Information and Management Services**

Responses to questions posed will be posted on the MOBILITY AUTHORITY website.

The MOBILITY AUTHORITY reserves the right to contact the person submitting a question to clarify the question received, if necessary. The MOBILITY AUTHORITY further reserves the right to modify, summarize, or otherwise alter the content of a question to protect the identity of the requestor and to provide responses that the MOBILITY AUTHORITY believes will best inform interested parties of potentially relevant information. The MOBILITY AUTHORITY further reserves the right to decline to answer questions.

Interested parties are responsible for monitoring the MOBILITY AUTHORITY website (<https://www.mobilityauthority.com/business/opportunities/procurements>) for information, updates, or announcements regarding this RFP. Such information may include changes to the procurement schedule and addenda related to technical information and the anticipated Scope of Services.

8. ANTI-LOBBYING PROHIBITION

Except for questions concerning this RFP which may be submitted pursuant to Section 7 above, responding firms shall not contact, either directly or indirectly, members of the MOBILITY AUTHORITY'S Board, or any employee of the MOBILITY AUTHORITY or a consultant to the MOBILITY AUTHORITY on any matter related to the content of the proposal or other matter related to this MOBILITY AUTHORITY solicitation. Responders may reply in writing only to questions posed by an official representative of the MOBILITY AUTHORITY.

Any proposer judged to be in violation of this anti-lobbying prohibition may be disqualified from being considered in this procurement.

9. SELECTION OF SERVICE PROVIDER

The MOBILITY AUTHORITY will make its selection based on demonstrated competence, experience, knowledge, qualifications, and cost of Services as reflected in the criteria set forth below.

The Mobility Authority may shortlist Service Providers based upon an initial evaluation of the proposals. Shortlisted Service Providers may be required to conduct a remote demonstration of the proposed services. The final evaluation score will be determined following the conclusion of the demonstration process.

Scoring Criteria

The proposers shall be evaluated according to the following criteria:

Response Element	Maximum Score
<i>Litigations and Complaints about Discrimination</i>	<i>Pass/Fail</i>
<i>Conflict of Interests and Ethics</i>	<i>Pass/Fail</i>
<i>Qualifications and experience of the firm, Diverse workforce and commitment to HUB/DBE involvement, and Soundness of the Firm Financial Statements</i>	<i>400</i>
<i>Technical approach and proposed staff capability</i>	<i>400</i>
<i>Cost and Cost methodology</i>	<i>200</i>
TOTAL:	1000

Selection Committee

An RFP review team will be formed by the MOBILITY AUTHORITY to evaluate and score the responses received to this RFP. The MOBILITY AUTHORITY may, but shall not be required to, conduct interviews, or require a remote presentation or demonstration of the proposed SERVICES from one or more of the responding firms. Should interviews with or presentations from any proposer(s) be deemed desirable by the MOBILITY AUTHORITY, the proposer(s) will be notified, and a date and time confirmed between June 29, 2020 and July 3, 2020.

A final score will be tallied, and a recommendation will be made to the Board of Directors concerning the most qualified firm to provide the SERVICES. In its sole discretion, the MOBILITY AUTHORITY Board of Directors will award the contract to the Respondent it determines is best qualified to provide consultant services for the MOBILITY AUTHORITY.

Once the firm is approved by the Board of Directors, the MOBILITY AUTHORITY will attempt to negotiate and finalize the agreement for SERVICES as provided on Exhibit B of this RFP. The MOBILITY AUTHORITY may decline to utilize a firm if such negotiations are not successful.

The MOBILITY AUTHORITY anticipates announcing the selected firm at the July 29, 2020 Board meeting with an anticipated start date of August 10, 2020.

10. AGREEMENT

The MOBILITY AUTHORITY anticipates that it will enter into an agreement with the responding firm selected to provide the SERVICES in the form of the sample agreement in Exhibit B.

11. TERM OF AGREEMENT

The MOBILITY AUTHORITY seeks to secure an agreement with an initial term ending on June 30, 2021, with two successive one (1) year renewals and an option to extend for up to two (2) additional years thereafter subject to concurrence of the MOBILITY AUTHORITY Board of Directors. Renewals shall be automatic each year unless the MOBILITY AUTHORITY notifies the selected provider that it will not be renewing the term.

The initial term of the agreement shall provide Services for MoPac Express Lane, 290 Toll, and 45SW Toll for an amount not to exceed \$150,000.

Services shall be provided for the entire SERVICE AREA in subsequent years (i.e. Year 2 and Year 3), unless otherwise modified through contract amendment. That shall include extending the Services to all MOBILITY AUTHORITY corridors open to traffic and under construction, including 183 Toll, 183A, 183 North, 183 South, 290/130 Flyovers, and 71 Toll.

12. RELEASE OF INFORMATION AND PUBLIC INFORMATION ACT

All responses to this RFP shall be deemed, once submitted, to be the property of the MOBILITY AUTHORITY. Response documents may be subject to public disclosure under the Texas Public Information Act ("PIA"). Any material deemed to be proprietary, confidential, or otherwise exempt from disclosure under the PIA should be clearly marked as such. If the MOBILITY AUTHORITY receives a request for public disclosure of all or any portion of a proposal, the MOBILITY AUTHORITY 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.

13. COST OF RESPONSES

All costs directly or indirectly related to preparation of a proposal submitted in response to this RFP and any later oral interviews and presentations required to supplement and/or clarify the proposal shall be the sole responsibility of, and shall be borne by, proposers.

14. RESPONDERS ACKNOWLEDGEMENT

All written, printed, and electronic correspondence related to this RFP and all printed materials, Exhibits, brochures, appendices, photographs, graphs, charts, and reports submitted as a part of the proposal are, upon receipt by the MOBILITY AUTHORITY, the property of the MOBILITY AUTHORITY and may not be returned to the proposers.

By submitting a proposal, each proposer unequivocally acknowledges that the proposer has read and fully understands this RFP, and that the proposer has been provided the opportunity to ask questions and, if questions have been asked, has received satisfactory answers from the MOBILITY AUTHORITY regarding any provision of this RFP with regard to which the proposer desired clarification.

15. PROTESTS

All protests relating to the procurement of an Enhanced Traffic Information And Management Services Consultant must be made in writing and received by the Executive Director of the Authority by USPS certified mail within five (5) business days of the selection of a firm or firms by the Board of Directors. Each protest must include the name and address of the protestor (and the Respondent it represents, if different); a statement of the grounds for protest; and all documentation supporting the protest. A decision and response to the protest will be prepared by the Executive Director within a reasonable time after receipt of a properly prepared written protest. Any appeal of a decision and response regarding a protest must be made to the Board of Directors in writing and must be filed with the Executive Director of the Mobility Authority, with a copy to the Chairman of the Board, within ten (10) calendar days after the decision and response regarding the original protest are issued. Written appeals shall include all information contained in the original written protest, as well as any newly discovered documentation supporting the protest that was not reasonably available to the protestor when the original protest was filed. Subject to all applicable laws governing the Mobility Authority, the decision of the Board of Directors regarding an appeal shall be final.

16. RIGHTS RESERVED BY THE MOBILITY AUTHORITY

The MOBILITY AUTHORITY reserves the rights with respect to this RFP to:

- a) Cancel this RFP in whole or in part at any time without incurring any cost obligations.
- b) Reject any and all proposals received at any time.
- c) Modify all dates set or Services described.
- d) Terminate evaluations of proposals.
- e) Issue addenda, supplements, modifications, and clarifications.
- f) Seek or obtain data and advice from any source that has the potential to enhance the MOBILITY AUTHORITY'S comprehension and evaluations of the proposals.
- g) Exercise all rights available under Texas and federal laws.

EXHIBIT A
GENERAL SCOPE OF SERVICES AND REQUIREMENTS
FOR
ENHANCED TRAFFIC INFORMATION AND MANAGEMENT SERVICES

ENHANCED TRAFFIC INFORMATION AND MANAGEMENT SERVICES for the MOBILITY AUTHORITY and potentially other entities. The services and system shall provide traffic management support services to government entities using artificial intelligence and predictive analytics systems.

Provide, install, configure, and test a machine learning, cloud-based platform for real-time and predictive traffic management services within the MOBILITY AUTHORITY Main Offices, Traffic Incident Management System, and remote locations.

The system shall meet the following requirements:

1. Provide an automated artificial intelligence (AI) driven incident identification using historical and real-time in-vehicle data (telematics and navigation providers), Mobility Authority, Texas Department of Transportation (TxDOT), City of Austin (COA), and other agencies upon mutual agreement (loop sensors, traffic signal data, etc.);
2. Integrate with traffic operations infrastructure such as closed-circuit television (CCTV) cameras, traffic signals, microwave vehicle detection system (MVDS), inductive loops, flood sensors, dedicated short range communication (DSRC) radios, and existing Dynamic Message Signs (DMS).
3. Ability to filter duplicate information from incoming data sources to provide MOBILITY AUTHORITY and partner agencies a high level of certainty when responding to incidents.
4. Ability to push notifications / alerts to drivers in the accident proximity area through Waze, social media, DMSs, roadside units (RSUs), and other systems and media. Increasing awareness is key to encouraging safer driving behavior.
5. Predictive analytics to identify and predict roads with a high likelihood of problematic traffic flow, traffic crashes, or incidents to strategically allocate resources and take actions in advance of possible incidents.
6. Provide secure multiple user access enabled via cloud environment through standard internet browser via any device (desktop, workstation, laptop, tablet, and smart phone).
7. Provide training and operations manual and documentation for initial startup and for platform and functionality updates.
8. Ability to create a GIF from a CCTV feed and attach it to an incident for other users to see the incident at the time of reporting.
9. Real-time bidirectional automatic data feeds with a variety of stakeholders including but not limited to: Mobility Authority, TxDOT, COA, and other agencies upon mutual agreement.
10. Display on one screen both a layered map and list of functionality, traffic information as a separate layer on the map, queues and heads of queues leveraging in-vehicle data, detect and display in a separate color irregular congestion on the map, available CCTV cameras and link to the video stream, warnings derived from the contextual driving behavior, location of dynamic messaging signs and current messaging on them, the location of government fleet vehicles if location data is available.
11. Display events, planned construction, and road closures, as a separate layer on the map; and geolocated real-time alerts over a map overlay.

12. Predictive analytics includes forward-looking insights relation to incidents and areas at risk using external and internal data. Generate the predictions on a 24-hour rolling bases cut into two-hour segments, displayed on the system map during their relevant time of the insights, and real time forward-looking alerts of incidents impact on travel times.
13. Irregular congestion analytics to identify abnormality in traffic patterns.
14. Unified data-aggregation for retroactive mobility performance measures analysis.
15. Identify relevant data that should be associated with an incident/event utilizing geofencing technology.
16. Identify potential safety hazards using contextual driving behavior data from connected cars and smart devices (smartphones, tablets, etc.).
17. Integrate disparate systems into a streamlined intuitive GIS based interface.
18. Reporting capabilities in an PDF export format which highlights data points relevant to traffic activity and management including reconstructing the incident timeline and impact to travel times.
19. Automated alerts of incidents from both external and internal sources without being solely reliant on 911 calls, list of active incidents with relevant attribute data, user reported incident capability.
20. Incident reporting function shall include camera view of the five most relevant cameras related to the incident, Incident details, editable incident description with sharing feature to relevant public-facing services, activity log displaying changes and updates to the incident by different users, a list of relevant dynamic messaging signs with current messaging and access to a change function, current weather at the site of the incident with information from external data sources.
21. Incident reporting function with an edit feature enabling the users to change the location of the incident through a drop pin on the map, update incident information and description, share function with external systems such as Waze, ability to select a principal camera and create a GIF file to be attached to the incident.
 - a) Communicate with connected vehicle protocols (DSRC and 5G) to aggregate data in real-time and transfer alerts to vehicles in a geofenced area.
 - b) Automatically aggregate numerous sources of data, historical and in real-time, into a normalized data warehouse including road crashes, road incidents, weather events, major events (e.g. sports events), construction and infrastructure, traffic lights status, extreme weather alerts, in-vehicle data, average speed, harsh breaks, harsh acceleration, excess steering, breakdowns, crashes, stoppage at an intersection, DMSs, variable speed limits, and CCTV images.
 - c) Functional and flexible permission management capability to add and remove agencies, change level of access to system, change levels of access to other agencies and public.
 - i. Provide at least 100 user accounts for use by first responders and other operational partners.
 - ii. Establish different user privileges into at least 3 categories: full system access including configuration changes, read/write access, read only/view access.
 - iii. Cross-agency collaboration and seamless communication and data sharing between partner agencies to support existing workflows and incident management operations.

- iv. Receive, store and disseminate information relating to transportation concerns including but not limited to congestion and head of queue analysis, road construction, on-going and upcoming special events, crashes, incidents, and hazards, predictive insights of areas at high risk of crashes, and local weather information.
- d) Cloud-based systems hosted off-site includes performance analytics software to monitor performance and issue alerts.

22. SCHEDULE

SERVICES shall commence upon the mutual signing and execution of the Agreement. The anticipated schedule for implementation and operation is provided below.

INITIAL TERM: July 2020 to June 2021:

- MOBILITY AUTHORITY Board Consideration and Approval – July 2020
- Agreement Execution and Project Start – August 2020
- Initial SERVICES Stand-Up (Proof of Concept) for – September/October 2020
- Go-Live of Initial SERVICES – November 2020
- Initial Term Ends – June 2021.

YEAR 2: July 2021 to June 2022:

- SERVICES provided for the entire MOBILITY AUTHORITY's SERVICE AREA – June 2022.

YEAR 3: July 2022 to June 2023:

- SERVICES provided for the entire MOBILITY AUTHORITY's SERVICE AREA – June 2023.

23. SERVICE AREA

SERVICE PROVIDER shall provide SERVICES along MOBILITY AUTHORITY open or planned corridors. SERVICES may be expanded to interstate highway, United States or state highway route, or other corridors by the MOBILITY AUTHORITY or partner agencies. The MOBILITY AUTHORITY SERVICE AREA/corridors are identified in orange, blue, and green on the map on Attachment A to this RFP.

EXHIBIT B
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AGREEMENT FOR
ENHANCED TRAFFIC INFORMATION AND MANAGEMENT SERVICES

This Agreement (the “Agreement”) is made and entered into by and between the Central Texas Regional Mobility Authority (the “Mobility Authority”), a regional mobility authority and a political subdivision of the State of Texas, and _____ (the “Service Provider”) to be effective as of the ___ day of _____, 2020 (the “Effective Date”) for the purposes of providing enhanced traffic information and management services for the Mobility Authority and potentially other governmental entities.

WITNESSETH:

WHEREAS, the Mobility Authority desires to obtain the services of a firm to provide enhanced traffic information and management services for traffic safety and traffic flow optimization on facilities operated by the Mobility Authority and facilities operated by other governmental entities; and

WHEREAS, pursuant to a Request for Proposals dated June __, 2020 (the “RFP”), the Mobility Authority sought to identify and obtain the services of a qualified firm to provide such services to the Mobility Authority, and potentially other governmental entities; and

WHEREAS, ___ firms submitted proposals for the work; and

WHEREAS, based on the representations made in the response to the RFP submitted by Service Provider, the Mobility Authority Board of Directors selected Service Provider as the best and most responsive proposer to provide the required services; and

WHEREAS, the Service Provider is willing to provide its services for the Mobility Authority, subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual and individual benefits received and realized by the respective parties hereto, the parties do hereby agree as follows:

ARTICLE I
DESCRIPTION OF SERVICES

The Mobility Authority hereby retains the Service Provider, as an independent contractor, and the Service Provider agrees to provide services to the Mobility Authority, and possibly other entities, based upon the terms and conditions provided in this Agreement. The Service Provider agrees to provide those services listed in the Scope of Services, as set forth in the attached Appendix A (the “Services”) in a professional and complete manner in all respects. The Services may be performed directly by Service Provider or, subject to the agreement of the Mobility Authority, provided by Service Provider through its subcontractors and subconsultants. Service Provider agrees to provide adequate resources at all times throughout the term of this Agreement to provide the Services promptly and professionally as requested by the Mobility Authority. Without limiting any of its other rights under this Agreement or otherwise, the Mobility Authority may withhold payment of compensation to Service Provider if the Service Provider fails to meet any provision of this Agreement.

The Service Provider acknowledges and agrees that the Services provided for herein will be provided to Mobility Authority and will also be provided for the benefit of additional entities. All terms related to the performance of the Services to the Mobility Authority shall apply equally to the Services provided to other entities, and the Mobility Authority shall have the right, without objection from Service

Provider, to seek performance hereunder and enforce the terms of this Agreement on its own behalf and on behalf of any other entities receiving the Services provided for herein.

The Service Provider will provide Mobility Authority and/or representatives of Mobility Authority various reports and real time access to the records and data developed and maintained by the Service Provider in accordance with the terms of this Agreement and as otherwise agreed between the parties from time to time.

The Service Provider shall be expected to operate independently from the Mobility Authority and without extensive oversight and direction. The Service Provider shall commit the personnel and resources reasonably required to promptly and fully perform and fulfill the responsibilities and tasks

ARTICLE II **TERM**

The initial term of this Agreement shall commence on the Effective Date, terminating on June 30, 2021, (the “Initial Term”) subject to the earlier termination of this Agreement or further extension upon the agreement of both parties. The Agreement shall automatically extend for two (2) additional one (1) year periods following the expiration of the Initial Term (the “Automatic Renewal Terms”). By mutual written agreement of the Mobility Authority and the Services Provider, following the Initial Term and the two (2) Automatic Renewal Terms, this Agreement may be extended for up to one (1) additional two (2) year term. In addition to any termination rights set forth in this Agreement, either party may elect not to extend the term of the Agreement through the Automatic Renewal Terms by providing sixty (60) days written notice to the other prior to the end of the then current term. Absent such notice or termination pursuant to other provisions of this Agreement, the Automatic Renewal Terms will automatically take effect. If at any time during the term of this Agreement the Service Provider cannot provide the Services required by the Mobility Authority or for any other reason, the Mobility Authority reserves the unilateral right to procure the Services from any other service provider it deems capable of providing those Services in addition to any other rights that the Mobility Authority may have.

ARTICLE III **COMPENSATION**

Authorization for Service Provider to perform the Services, compensation for the Service Provider’s work, and other aspects of the mutual obligations concerning Service Provider’s work and payment are as follows:

1. **COMPENSATION GENERALLY.** The Mobility Authority shall have no further obligation to pay any funds or provide any compensation to the Service Provider in relation to any of the Services, except as otherwise specifically provided herein.
2. **TAXES.** The Service Provider acknowledges that the Mobility Authority is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. All payments to be made by the Mobility Authority to Service Provider pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based.
3. **OVERALL COMPENSATION.** The Board of Directors shall identify an annual budget amount for the Services in each annual budget it approves. The aggregate of expenditures approved under this Agreement may not exceed, on a corresponding annual basis, the amount identified in the budget for the Services or a corresponding amendment to the budget approved by the Mobility Authority Board of Directors.

4. **EXPENSES.** The compensation described above is anticipated by the Mobility Authority and the Service Provider to be full and sufficient compensation and reimbursement for the Services. The Service Provider shall not be entitled to reimbursement from the Mobility Authority for out of pocket expenses incurred by the Service Provider related to the performance of its duties under this Agreement.

5. **BOOKS AND RECORDS.** All books and records relating to the Service Provider's work and Services to the Mobility Authority under this Agreement shall be made available during the Service Provider's normal business hours to the Mobility Authority and its representatives for review, copying, and auditing throughout the term of this Agreement and, after completion of the work, for four (4) years, or such period as is required by Texas law, whichever is longer.

6. **INVOICING.** Service Provider shall invoice the Mobility Authority monthly for Services rendered according to the compensation for Services contained in Appendix B. Each invoice must include the total amounts payable, the total amount paid during the Mobility Authority fiscal year, and such other detail or information as the Mobility Authority requests from time to time. Service Provider shall certify each invoice as true and correct for the month for which invoiced Services were provided and reimbursable expenses were incurred. Except as otherwise agreed to by the Parties, no compensation shall accrue or be paid prior to the effective date of any license agreement necessary to make the data and information described in this Agreement (including without limitation Appendix A) available to the Mobility Authority and other governmental entities.

By mutual agreement between the Mobility Authority and the Service Provider, certain compensation, including but not limited to license fees, milestone payments, or other monthly payments, may be made in advance of certain Services being performed; provided, however, that in the event of termination, such advance compensation shall be reimbursed to the Mobility Authority in a pro rata share for the Services actually performed under the Agreement. In no event shall the compensation exceed the amount approved by the Mobility Authority's Board of Directors in its annual budget.

Service Provider acknowledges that the compensation to be paid for any Automatic Renewal Term will depend on budgetary considerations of the Mobility Authority and operational success of earlier performance of the Services. The Initial Term shall provide for Services to be made available with respect to the Mobility Authority projects listed on Appendix B and at the compensation amount stated thereon. While it is anticipated that the Services during the Automatic Renewal Terms will be provided for all Mobility Authority projects then in operation, it is possible the Services will only be provided with respect to a subset of Mobility Authority projects, in which case Appendix B will be revised accordingly by agreement of the Parties.

Upon receipt of an invoice that complies with the requirements set forth herein, the Mobility Authority shall pay all undisputed amounts, which are due and payable within thirty (30) days. The Mobility Authority reserves the right to withhold payment of all or part of a Service Provider invoice in the event of any of the following: (1) dispute over the work or costs thereof is not resolved within a thirty (30) day period; (2) pending verification of satisfactory work performed; or (3) if required reports are not received.

Invoices shall be sent to:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
Attn: _____

ARTICLE IV
TERMINATION

1. **TERMINATION.** Either party may terminate this Agreement for any reason, with or without cause, and thereby sever the independent contractor relationship between Service Provider and the Mobility Authority, by providing a minimum of thirty (30) days prior written notice of its election to terminate to the other party. However, any termination for cause by Mobility Authority is effective immediately upon the delivery of notice of termination to Service Provider. The Mobility Authority may terminate this Agreement for cause if Service Provider fails to satisfactorily perform or adhere to any provisions of this Agreement, breaches the confidentiality requirements, or otherwise engages in activity that, in the Mobility Authority's sole judgment, would subject the Mobility Authority in any manner to damages, liability, or damage to the Mobility Authority's reputation. Subject to the following, upon any termination the Mobility Authority shall pay any undisputed fees and reimbursable expenses, including non-cancelable expenses, approved by the Mobility Authority in accordance with the terms of this Agreement which are incurred before the termination date provided that Service Provider has made reasonable efforts to mitigate all costs or other damages associated with the termination. Notwithstanding the foregoing, in the event of a termination for cause the Mobility Authority may withhold funds in order to pay for expenses incurred as a result of the termination and potential transition to a new service provider.

2. **OPERATIONAL READINESS.** In the event that Service Provider fails, in the sole discretion of the Mobility Authority, to demonstrate operational readiness of the Service sixty (60) days prior to the date determined in and based on the Project Schedule as set forth in Appendix C or as may be mutually agreed between the Parties and the Service Provider fails to cure such failure within thirty (30) days, the Mobility Authority shall, in its sole discretion, have the right, acting in good faith, to terminate this Agreement for cause after the Mobility Authority has given Service Provider no less than thirty (30) day prior written notice that Service Provider has, within such notice period, not cured the failure.

ARTICLE V
PERSONNEL, EQUIPMENT, AND MATERIAL

3. **PERSONNEL.** The Service Provider acknowledges and agrees that the individual(s) identified in Appendix D, attached hereto and incorporated herein, are key and integral to the satisfactory performance of the Services by the Service Provider under this Agreement. Throughout the term of this Agreement, the Service Provider agrees that the identified individual(s) will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The death or disability of any such individual, his/her disassociation from the Service Provider or the approved subcontractor, or his/her failure or inability to devote sufficient time and attention to the Services shall require the Service Provider promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Mobility Authority. Failure to do so within thirty (30) days of the event requiring replacement shall be an event of default under this Agreement.

4. **SUBCONSULTANTS.** The Consultant may provide for the performance of portions of the Services with the assistance of one or more subconsultants or subcontractors provided that any subconsultant or subcontractor proposed to be utilized is approved, in advance and in writing, by the Mobility Authority. In the event Service Provider does utilize one or more approved subconsultants or subcontractor, Service Provider shall remain fully liable for the actions or inactions of such subconsultants or subcontractors and shall be solely responsible for compensating the subconsultants or subcontractors.

5. **REMOVAL OF PERSONNEL.** All persons providing the Services, whether employees of the Service Provider or of an approved subconsultant or subcontractor, shall have such knowledge and experience as will enable them, in the Service Provider's reasonable belief, to perform the duties assigned to them. Any such person who, as determined by the Mobility Authority in its sole discretion, is

incompetent or by his/her conduct becomes detrimental to the provision of the Services shall, upon request of the Mobility Authority, immediately be removed from performance of the Services. The Service Provider shall furnish the Mobility Authority with a fully qualified candidate for the removed person within thirty (30) days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Mobility Authority.

6. **CONTRACTOR FURNISHES EQUIPMENT, ETC.** Except as otherwise specified or agreed to by the Mobility Authority, the Service Provider shall furnish all equipment, transportation, supplies, and materials required for its performance of the Services under this Agreement.

ARTICLE VI **OWNERSHIP OF REPORTS, SOFTWARE AND LICENSES**

Ownership of reports and related materials prepared by Service Provider at the direction of the Mobility Authority shall be as follows:

1. **GENERALLY.** All of the documents, reports, plans, computer records, software maintenance records, discs and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, opinions, testing reports, photographs, drawings, analyses and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Service Provider under this Agreement (the "Work Product"), including all information prepared for or posted on the Mobility Authority's website and together with all materials and data furnished to it by the Mobility Authority, shall at all times be and remain the property of the Mobility Authority and, for a period of four (4) years from completion of the Services or such period as is required by Texas law, whichever is longer, if at any time demand be made by the Mobility Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Mobility Authority without delay. The Mobility Authority hereby grants the Service Provider a revocable license to retain and utilize the foregoing materials, with said license to terminate and expire upon the earlier to occur of: (a) the completion of Services described in this Agreement or (b) the termination of this Agreement, at which time the Service Provider shall deliver to the Mobility Authority all such materials and documents. If the Service Provider, subconsultant, or a subcontractor desires later to use any of the data generated or obtained by it in connection with the Work Product resulting from the Services, it shall secure the prior written approval of the Mobility Authority. In the event that Work Product owned by the Mobility Authority hereunder is located on servers or other storage devices owned or controlled by the Service Provider, the Service Provider shall grant access to any third parties designated by the Mobility Authority as authorized to receive any designated portion of the Work Product.

2. **SEPARATE ASSIGNMENT.** If for any reason the agreement of the Mobility Authority and the Service Provider regarding the ownership of the Work Product and other materials is determined to be unenforceable, either in whole or in part, the Service Provider hereby assigns and agrees to assign to the Mobility Authority all right, title, and interest that Service Provider may have or at any time acquire in said Work Product and other materials which are prepared for this Agreement, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The Mobility Authority hereby acknowledges, however, that all documents and other Work Product provided by the Service Provider to the Mobility Authority and resulting from the Services performed under this Agreement are intended by the Service Provider solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Service Provider shall have no liability for the use by the Mobility Authority of any Work Product generated by the Service Provider under this Agreement on any project other than for the specific purpose for which the Work Product was prepared.

3. **OWNERSHIP OF MATERIALS, SOFTWARE AND LICENSES.** The Mobility Authority acknowledges and agrees that the Service Provider, its subconsultants, subcontractors or licensors are the exclusive owners all copyrights, trade secret rights and related intellectual property rights (such

rights together referred to herein as “Intellectual Property Rights”) in all Software and accompanying documentation developed, produced or implemented in connection with this Agreement by the Service Provider, its officers, employees, subcontractors or agents. Except as expressly stated herein, this Agreement does not grant the Mobility Authority any rights in or to such Intellectual Property Rights. The Service Provider reserves the right to grant licenses to use such Software to any other party or parties, provided that any such licenses do not affect the provision of any of the Services to the Mobility Authority pursuant to this Agreement. The provisions of this subsection shall be without prejudice to and shall not interfere with the Mobility Authority’s ownership of reports.

The Service Provider reserves all rights in Software and all associated Intellectual Property that have not been expressly granted under this Agreement.

For the duration of this Agreement, the Service Provider grants to the Mobility Authority a non-exclusive, non-transferable license to use the Software for such purposes and to the extent necessary to enable the Mobility Authority to receive the Services under this Agreement. Notwithstanding anything to the contrary in this Agreement, the license shall not survive termination or expiration of this Agreement. Provided, however, that the license referred to in this paragraph shall be extended for the limited purposes and term that may be necessary to give effect to any post termination or post expiration transition related obligations expressly undertaken by the Service Provider under this Agreement, such that Services shall remain continuous and uninterrupted for the duration of any post termination or post expiration transition period under this Agreement, with Service Provider providing the Mobility Authority with all permissions and licenses necessary to enable the Mobility Authority to receive the Services throughout any such transition period, including permissions and licenses necessary for use of any third-party software implemented by Service Provider under this Agreement.

The Mobility Authority shall have no right to access or use the source code of the Software.

The Mobility Authority shall not attempt to make any part of the Software or any accompanying documentation supplied by the Service Provider along with the Software, available to any third party, or otherwise allow access to the same to any third party except as required by law.

The Mobility Authority shall not attempt to reverse compile, decompile, disassemble or reverse engineer the Software, nor shall it amalgamate, amend, incorporate, modify, reproduce, translate or otherwise alter the same into or with any other software or use the same in conjunction with any third party's software.

For purposes of this Agreement, the term “Software” shall mean any software used by the Service Provider or any subcontractor of the Service Provider to provide the Services to the Mobility Authority, including any software owned or provided by the Service Provider, or its subconsultant or subcontractor.

ARTICLE VII **PROTECTION OF DATA AND INFORMATION**

As part of their operations, Mobility Authority and other entities to whom Services may be provided collect and maintain information about individuals (including toll customers, vehicle owners, and employees) that may include data such as a person’s Social Security number, driver’s license number, license-plate number, geolocation or travel data, bank account or credit card information, health information, employment-related information, or login and password credentials (all such data pertaining to individuals, whether or not specifically listed, being “Personal Information”). As part of its performance of the Services, Service Provider may have access to, handle, or receive Personal Information or other confidential or proprietary materials, information, or data maintained by or concerning the Mobility Authority and other entities to whom Services may be provided (collectively with Personal Information, the “Mobility Authority Information”). Service Provider therefore agrees that:

1. Service Provider is responsible for the security of Mobility Authority Information that it receives or accesses in performing the Services, and Service Provider shall at all times maintain appropriate information-security measures with respect to Mobility Authority Information in a manner consistent with applicable law.

2. Service Provider must implement and maintain current and appropriate administrative, technical, and physical safeguards with respect to Mobility Authority Information in its possession, custody, or control, or to which it has access, to protect against unauthorized access or use of such Mobility Authority Information. At a minimum, such safeguards shall be consistent with generally recognized best practices for information security in the handling of similar types of data. Without limiting the foregoing, Service Provider must appropriately and effectively encrypt Mobility Authority Information (i) transmitted over the Internet, other public networks, or wireless networks, and (ii) stored on laptops, tablets, or any other removable or portable media or devices.

3. Service Provider must identify to the Mobility Authority all subconsultants, subcontractors, and other persons who may have access to Mobility Authority Information in connection with the Services. Service Provider must restrict the Mobility Authority Information to which a given employee or approved subcontractor has access to only that Mobility Authority Information which such employee, or approved subcontractor or subconsultant, needs to access in the course of such employee's, or approved subcontractor's or subconsultant's, duties and responsibilities in connection with the Services.

4. Before granting access to Mobility Authority Information, Service Provider must ensure that its employees and each approved subcontractor agrees to abide by these information security measures (or other applicable measures that are at least as protective of Mobility Authority Information).

5. Absent Mobility Authority's advance written permission, Mobility Authority Information must not be stored, accessed, or processed at any location outside of the United States.

6. Service Provider may use the Mobility Authority Information only for performing the Services, and Service Provider must ensure that its employees, approved subcontractor, or approved subconsultant are restricted from any use of Mobility Authority Information other than for such purpose.

7. Except to the extent otherwise expressly permitted, Service Provider may not disclose Mobility Authority Information except as required by law or a governmental authority having jurisdiction over Service Provider. In the event of such required disclosure, Service Provider must notify Mobility Authority in advance (if legally permissible to do so) and reasonably cooperate with any decision by Mobility Authority to seek to condition, minimize the extent of, or oppose such disclosure.

8. Service Provider will immediately notify Mobility Authority if Service Provider discovers any actual or reasonably suspected breach of security or unauthorized use of Mobility Authority Information (i) in the possession, custody, or control of Service Provider, its employees, or its subcontractors and/or (ii) effectuated using access permissions or credentials extended to an employee or subcontractor of Service Provider (either of occurrences (i) or (ii) being referred to as a "Security Incident"). In no event shall Service Provider's notification to Mobility Authority be later than three (3) calendar days after Service Provider discovers the Security Incident; provided, however, that more immediate notification shall be given as the circumstances warrant or if more immediate notification is required by law. Service Provider must provide all necessary and reasonable cooperation with respect to the investigation of such Security Incident, including the exchange of pertinent details (such as log files). In addition, Service Provider must promptly undertake appropriate remediation measures and inform the Mobility Authority regarding the same.

9. Subject to requirements of data security or privacy laws, Mobility Authority, in its sole discretion, will determine whether, and when to provide notice of a Security Incident to (a) any individuals whose personal information has been actually or potentially compromised; (b) any governmental authority; and/or (c) any other entity, including, but not limited to, consumer credit reporting agencies or the media.

All notices must be approved by Mobility Authority before they are distributed. Service Provider must reimburse Mobility Authority for costs or expenses Mobility Authority incurs in connection with such notices (including the provision of credit monitoring or other identity protection services, to the extent the provision of such services is legally required or customary for similar data security incidents). Furthermore, and in addition to any other indemnification requirements under this Agreement, Service Provider shall indemnify and hold Mobility Authority harmless from all claims, costs, expenses, and damages (including reasonable attorneys' fees) that Mobility Authority incurs in connection with any regulatory action or third party claim arising from a Security Incident.

10. Service Provider must cooperate and permit Mobility Authority (and any governmental authorities with jurisdiction in connection with an audit requested by Mobility Authority) reasonable access for on-site review of Service Provider's data security systems and procedures to verify Service Provider's compliance with its obligations under this Agreement.

11. Whenever Mobility Authority Information is no longer needed for the performance of Services, or at any time upon written notification from Mobility Authority, Service Provider must unconditionally and without any charge or fee return or, at Mobility Authority's written election, certify the secure destruction of, all Mobility Authority Information in Service Provider's possession, custody, or control (including Mobility Authority Information in the possession, custody, or control of any of Service Provider's subcontractors or consultants).

ARTICLE VIII **MOBILITY AUTHORITY INDEMNIFIED**

THE SERVICE PROVIDER SHALL INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, ARISING FROM THE SERVICE PROVIDER'S NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE SERVICE PROVIDER'S PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE SERVICE PROVIDER SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE SERVICE PROVIDER SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE SERVICE PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONSULTANTS, AND SUBCONTRACTORS OR TO THEIR CONDUCT.

ARTICLE IX
CONFLICTS OF INTEREST

The Service Provider represents and warrants to the Mobility Authority, as of the Effective Date of this Agreement and throughout the term hereof, that it, its employees and subcontractors (a) have no financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the Service Provider, except as expressly disclosed in writing to the Mobility Authority, (b) shall discharge their responsibilities under this Agreement professionally, impartially and independently, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder. In the event that a firm (individually or as a member of a consortium) submits a proposal to work for the Mobility Authority, Service Provider shall comply with the Mobility Authority's conflict of interest policies and shall make disclosures as if it were one of the key personnel designated under such policies.

ARTICLE X
INSURANCE

Prior to beginning the Services under this Agreement, the Service Provider shall obtain and furnish certificates to the Mobility Authority for the following minimum amounts of insurance:

1. **WORKERS' COMPENSATION INSURANCE.** In accordance with the laws of the State of Texas covering all of Service Provider's employees and employer's liability coverage with a limit of not less than \$1,000,000. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE.** On an "occurrence basis" with limit a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, including those resulting in death; and property damage on an "occurrence basis" with an aggregate limit of not less than \$2,000,000. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to anyone person, and for property damage on account of anyone occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Service Provider's obligations under this Agreement. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

4. **VALUABLE PAPERS INSURANCE.** With limits not less than \$500,000 to cover the full restoration of any records, information, logs, reports, diaries, or other similar data or materials of Service Provider relating to the Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Mobility Authority or otherwise completed.

5. **CYBERSECURITY INSURANCE.** Professional/technology errors and omissions liability insurance, including liability for financial loss and/or business interruption suffered by Service Provider, due to error, omission, negligence of employees and machine malfunction, cyber liability/network security/privacy coverage arising from errors, omission, negligence of employees and hardware malfunction, or causing electronic data to be inaccessible, computer viruses, denial of service, loss of service, network risks (such as data breaches, unauthorized access or use, identity theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) in connection with all Services provided by Service Provider, in an amount of at least ten million dollars (\$10,000,000), and which has no exclusion or restriction for encrypted or unencrypted portable devices;

6. **EXCESS UMBRELLA LIABILITY.** With minimum limits of \$6,000,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.

7. **GENERAL FOR ALL INSURANCE.** The Service Provider shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Mobility Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) registered to do business in the State of Texas; (b) rated: (i), with respect to the companies providing the insurance by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Mobility Authority.

All policies are to be written through companies registered to do business in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance shall name the Mobility Authority as additional insureds and shall protect the Mobility Authority, the Service Provider, their officers, employees, directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful wrongful acts or failures to act by the Service Provider, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Applicable Certificates shall also indicate that the contractual liability assumed is included.

The insurance carrier shall include in each of the insurance policies the following statement: "This policy will not be canceled or non-renewed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH 35, Suite 300, Austin, TX 78705, Attention: Executive Director."

ARTICLE XI **COMPLETE AGREEMENT; COORDINATION OF CONTRACT DOCUMENTS**

This Agreement, including all Appendices attached hereto, sets forth the complete agreement between the parties with respect to the Services and supersedes all other agreements (oral or written) with respect thereto. Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the Mobility Authority and the Service Provider. This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by the parties to this Agreement. This provision cannot be waived orally by either party.

The Proposal dated _____ submitted by _____ in response to the RFP is attached hereto and incorporated herein as Appendix E for all purposes (the "Proposal"). In the event of a conflict, the order of prevailing precedence (1-highest order to 4-lowest order of precedence) shall be as follows:

- a. Amendments to the Agreement
- b. The Agreement
- c. Appendices to the Agreement
- d. The Service Provider's Proposal

However, if the Proposal can reasonably be interpreted as providing higher quality materials or services than those required by the other contract documents or otherwise contains offers, statements or terms more advantageous to the Mobility Authority, Service Provider's obligations under the Agreement shall include compliance with all such statements, offers and terms contained in the Proposal.

ARTICLE XII **MAINTENANCE OF, ACCESS TO, AND AUDIT OF RECORDS**

1. **RETENTION AND AUDIT OF RECORDS.** Service Provider shall maintain at its offices in Texas a complete set of all books, records, electronic files and other documents prepared or employed by Service Provider in its provision of the Services related to this Agreement. Service Provider shall maintain all records and documents relating to this Agreement, including copies of all original documents delivered to the Mobility Authority until four (4) years after the date of the termination or expiration of this Agreement. Service Provider shall notify the Mobility Authority where such records and documents are kept. If approved by the Mobility Authority, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

Service Provider shall make these records and documents available for audit and inspection to the Mobility Authority without charge, and shall allow the Mobility Authority or its representatives to make copies of such documents. The Mobility Authority may direct its own auditors or representatives to perform such audits or reviews. Service Provider shall cooperate fully with the entity performing the audit or review.

Notwithstanding the foregoing, the Service Provider shall comply with all laws pertaining to the retention of records and the provision of access thereto. The Service Provider shall maintain its books and records in accordance with generally accepted accounting principles in the United States, subject to any exceptions required by existing bond indentures of the Mobility Authority, and shall provide the Mobility Authority with a copy of any audit of those books and records as provided herein or otherwise requested by the Mobility Authority.

2. **PUBLIC INFORMATION ACT.** Service Provider acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the Mobility Authority's possession, including materials submitted by Service Provider, are subject to the provisions of the Texas Public Information Act. Service Provider shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential", as it determines to be appropriate. Service Provider is advised to contact legal counsel concerning such law and its application to Service Provider.

If any of the materials submitted by the Service Provider to the Mobility Authority are clearly and prominently labeled "Trade Secret" or "Confidential" by Service Provider, the Mobility Authority will endeavor to advise Service Provider of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will the Mobility Authority be responsible or liable to Service Provider or any other person for the disclosure of any such labeled materials, whether the disclosure is required by law, or court order, or occurs through inadvertence, mistake or negligence on the part of the Mobility Authority.

In the event of litigation concerning the disclosure of any material marked by Service Provider as "Trade Secret" or "Confidential," the Mobility Authority's sole obligation will be as a stakeholder retaining the material until otherwise ordered by the Attorney General or a court, and Service Provider shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the Mobility Authority reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable.

ARTICLE XIII
GENERAL PROVISIONS

1. RELATIONSHIP BETWEEN THE PARTIES

The parties recognize that the Mobility Authority, through its Executive Director and assigned staff, manage the day-to-day business and affairs of the Mobility Authority and that only an independent contractor relationship, and no other type of relationship, exists between the Mobility Authority and Service Provider. The Service Provider acknowledges and agrees that neither it nor any of its employees or subcontractors, shall be considered an employee of the Mobility Authority for any purpose. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the Mobility Authority whatsoever with respect to the liabilities, obligations or acts of the Service Provider, its employees, subcontractors, or any other person.

2. DELIVERY OF NOTICES

In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given either (a) when delivered by hand; (b) one (1) business day after being deposited with a reputable overnight air courier service; or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of the Service Provider:

Service Provider (name)
Street Address
City, State Zip Code
ATTN: Chief Executive Officer or Authorized Representative (name)

In the case of the Mobility Authority:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
ATTN: Executive Director

and:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
ATTN: General Counsel

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

3. REPORTING OF SUBPOENAS, NOTICES

The Contractor shall immediately send the Authority a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, subcontractors, or representatives, or received by it or them, in connection with any matter related to the Services under this Agreement.

4. MOBILITY AUTHORITY'S ACTS

Anything to be done under this Agreement by the Mobility Authority may be done by such persons, corporations, firms, or other entities as the Mobility Authority's Executive Director may designate in writing.

5. LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of the Mobility Authority under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the Authority shall have any personal obligations or liability thereunder or hereunder.

The Service Provider is obligated to comply with applicable standards of professional care in the performance of the Services. The Mobility Authority shall have no obligation to verify any information provided to the Service Provider by the Authority or any other person or entity.

6. CAPTIONS NOT A PART HEREOF

The captions or subtitles of the several articles, subsections, and divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its articles, subsections, divisions, or other provisions.

7. CONTROLLING LAW, VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes arising hereunder and waive the right to sue and be sued elsewhere.

8. TIME OF ESSENCE

With respect to any specific delivery or performance date or other deadline provided hereunder, time is of the essence in the performance of the provisions of this Agreement. The Service Provider acknowledges the importance to the Mobility Authority of the timely provision of the Services and will perform its obligations under this Agreement with all due and reasonable care.

9. SEVERABILITY

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

10. AUTHORIZATION

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each party represents and warrants that the individual executing this Agreement on its behalf is duly authorized to do so, and that this Agreement constitutes a valid and legally binding agreement enforceable against each party in accordance with its terms.

11. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the Mobility Authority, the Service Provider, and their respective heirs, executors, administrators, successors, and permitted assigns. The Service Provider may not assign the Agreement or any portion thereof without the prior written consent of the Mobility Authority.

12. INTERPRETATION

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

13. BENEFITS INURED

This Agreement is solely for the benefit of the parties hereto and their permitted successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in or to any other persons or entities, including the public in general.

14. SURVIVAL

The parties hereby agree that each of the provisions in the Agreement are important and material and significantly affect the successful conduct of the business of the Mobility Authority, as well as its reputation and goodwill. Any breach of the terms of this Agreement is a material breach of this Agreement, from which the Service Provider may be enjoined and for which the Service Provider also shall pay to the Mobility Authority all damages which arise from said breach. The Service Provider understands and acknowledges that the Service Provider's responsibilities under certain provisions of this Agreement shall continue in full force and effect after the Service Provider's contractual relationship with the Mobility Authority ends for any reason.

15. FORCE MAJEURE

If a Force Majeure Event occurs, the Nonperforming Party is excused from performance of its obligations under this Agreement but only for the time and to the extent that such performance is prevented by the Force Majeure Event. During a Force Majeure Event that prevents Service Provider from delivering Services, Service Provider's entitlement to compensation under this Agreement is suspended.

When the Nonperforming Party is able to resume performance of its obligations under this Agreement, it will immediately give the Performing Party (defined below) written notice to that effect and promptly resume performance under this Agreement.

The relief offered by this Force Majeure provision is the exclusive remedy available to the Nonperforming Party with respect to a Force Majeure Event.

The Performing Party may terminate this Agreement if:

1. The Nonperforming Party's failure to perform under this Agreement due to a Force Majeure Event impairs material benefits of this Agreement to the other party (the "Performing Party"); and
2. The Nonperforming Party does not resume performance in accordance with this Agreement within thirty (30) days following the giving of notice to the Nonperforming Party of the Performing Party's intent to terminate this Agreement.

In this Agreement, "Force Majeure Event" means any act, event, or condition not foreseeable by a party (the "Nonperforming Party") that: (A) prevents the Nonperforming Party from performing its obligations under this Agreement; (B) is beyond the control of, not caused in whole or in part by, and not otherwise the fault of the Nonperforming Party; and (C) is not able to be overcome or avoided by the Nonperforming Party's exercise of diligence or preventative measures. Notwithstanding the foregoing, Force Majeure Events shall be limited to the following: any earthquake, tornado, hurricane, flood or other natural disaster, fire, freight embargo, strike, blockade, rebellion, war, riot, act of sabotage or civil commotion. The following do not constitute a Force Majeure Event: economic hardship, changes in market conditions, or insufficiency of funds.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first written above.

MOBILITY AUTHORITY:

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY
3300 N IH-35, Suite 300
Austin, TX 78705

SERVICE PROVIDER:

Company Name
Street Address
City, State Zip Code

By: _____

Name: _____

Title: Executive Director

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: Geoff Petrov

Title: General Counsel

Appendix A

Scope of Services

Appendix B
Compensation

Appendix C
Project Schedule

Appendix D

Personnel

Appendix E

Response to the Request for Proposals

EXHIBIT C
CONFLICT OF INTEREST DISCLOSURE STATEMENT

This Disclosure Statement outlines potential conflicts of interest as a result of a previous or current business relationship between the undersigned individual (and/or the firm for which the individual works) and an individual or firm submitting a proposal or otherwise under consideration for a contract associated with _____. Section I of this Disclosure Statement Form describes the potential conflicts of interest. Section II of this Disclosure Statement Form describes the proposer's management plan for dealing with the potential conflicts of interest as described in Section I of this form. This Disclosure Statement is being submitted in compliance with the Central Texas Regional Mobility Authority's Conflict of Interest Policy for Consultants. The undersigned acknowledges that approval of the proposed management plan is within the sole discretion of the Central Texas Regional Mobility Authority.

SECTION I. Description of Potential Conflicts of Interest.

SECTION II. Management Plan for Dealing with Potential Conflicts of Interest.

SIGNED: _____ DATE: _____

NAME AND TITLE: _____

REPRESENTING: _____

APPROVED BY THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY:

SIGNED: _____ DATE: _____

NAME AND TITLE: _____

ATTACHMENT A
MOBILITY AUTHORITY CORRIDORS

