



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

May 27, 2026
AGENDA ITEM #8

Discuss and consider approving an agreement with ViaPlus, LLC for transition services related to the Pay By Mail program

| | |
|----------------------------------|--------------------------------------|
| Strategic Plan Relevance: | Stewardship and Innovation |
| Department: | Operations |
| Contact: | Tracie Brown, Director of Operations |
| Associated Costs: | Not Applicable |
| Funding Source: | Operating Budget |
| Action Requested: | Discuss and approve |

Project Description/Background: In March 2018, the Mobility Authority executed a contract with Cofiroute USA, LLC for Pay By Mail services. (Cofiroute was subsequently acquired and is now doing business as ViaPlus, LLC, a Vinci Highways company.) The initial term was five years plus two additional two-year renewal options. ViaPlus's agreement is set to expire on March 8, 2027. There are no options for renewal.

Following an extensive competitive procurement process that considered both public and private solutions, the Mobility Authority awarded an agreement to Neology, LLC for Pay By Mail (PBM) services in December 2025. After discussions regarding a successful program launch, it was agreed to defer the Neology go-live date to July 1, 2027.

The gap between ViaPlus's agreement expiration date and Neology's new program launch date would delay PBM customer invoicing and prevent the Mobility Authority from meeting its fiscal year 2027 revenue projections. A new transition services agreement with ViaPlus is proposed to mitigate these impacts.

The Mobility Authority Policy Code requires that goods and services costing more than \$50,000 be procured through competitive bidding procedures or competitive sealed proposals. However, Section 401.019 of the Policy Code provides an exception for

proprietary purchases when the Executive Director determines that the Authority's requirements describe a good or service that is proprietary to a single vendor and do not allow for an equivalent product from another supplier. Policy Code 401.019. In such cases, the Executive Director must justify the Authority's requirements in writing and submit that written justification to the Board.

Action Requested: The new ViaPlus agreement covers the period required to support the complete lifecycle of toll transactions:

- **Active Invoicing Phase:** Processing toll transactions through June 30, 2027, ahead of Neology's new go-live date on July 1, 2027.
- **Standard Collection Cycle:** Managing the full collections and enforcement lifecycle of transactions incurred before July 1, 2027.
- **Revenue Recovery Phase:** An additional pursuit period for delinquent accounts to achieve typical liquidation rates and maximize Pay By Mail revenue recovered during extended collections, through June 30, 2028.

Staff recommends including a one-year renewal option if the Neology program requires additional stabilization beyond the anticipated go-live date. This gives the Mobility Authority the flexibility to continue billing and collections with the incumbent vendor without a break in billing, any impact on revenue, or a degradation of customer experience. The proposed final termination date is June 30, 2029.

Staff also recommends that the Board accept the Executive Director's written justification for the proprietary purchase of transition Pay By Mail services.

Staff Recommendation: Staff recommends the Board accept the justification for the proprietary purchase of transition Pay By Mail services and approve an agreement with ViaPlus, LLC for transition services related to the Pay By Mail program and authorize the Executive Director to execute the agreement.

Previous Actions: In December 2018, the CTRMA Board of Directors approved the first amendment to the Agreement with Cofiroute USA outlining CUSA's expected recompense for processing and collecting Pay By Mail toll transactions paid from post-paid accounts, overpayments and prior to notice generation (*Pay Item #1*). The amendment also added pay items related to insufficient funds (*Pay Item #9*) and out of state license plate lookups (*Pay Item #10*).

In July 2019, the Board approved Amendment No. 2 to the Agreement with Cofiroute USA to add a new pay item to support the habitual violator program, additional customer service hours, and additional support for the qualified veteran program.

In January 2023, the Board approved Amendment No. 3 which adjusted ViaPlus's compensation and added an incentive payment opportunity if certain collection and customer service goals are met.

Financing: Not Applicable

Backup provided: Draft Resolution
Draft Agreement
Draft Justification Letter

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

RESOLUTION NO. 26-0XX

**APPROVING AGREEMENT WITH VIAPLUS FOR PAY BY MAIL, VIOLATIONS
PROCESSING, COLLECTIONS, AND CUSTOMER SERVICES
TRANSITION SERVICES**

WHEREAS, on March 8, 2018, the Mobility Authority entered into an agreement with ViaPlus, LLC (“ViaPlus,” formerly known as Cofiroute USA, LLC) for the provision of pay by mail services, including video tolling, payment processing, collections, enforcement support, and customer services (the “ViaPlus PBM Agreement”); and

WHEREAS, the ViaPlus Agreement provides for an initial five (5) year term and two (2) two-year extensions, both of which have been exercised, and the ViaPlus PBM Agreement is set to expire on March 8, 2027; and

WHEREAS, on December 17, 2025, the Mobility Authority approved an agreement with Neology, LLC (“Neology”) to provide video tolling, payment processing, collections, enforcement support, and customer services (the “Neology PBM Agreement”); and

WHEREAS, due to the complexity of the services and the time needed for implementation, Neology will not be ready to commence services under the Neology PBM Agreement until after the expiration of the ViaPlus PBM Agreement; and

WHEREAS, to ensure uninterrupted pay by mail services between March 9, 2027, and the commencement of Neology’s services, the Mobility Authority requires transition pay by mail services and has determined that ViaPlus, as the current vendor, is the only vendor capable of providing such services during that period; and

WHEREAS, Section 401.019 of the Mobility Authority Policy Code authorizes the Mobility Authority to make a proprietary purchase upon a determination, supported by written justification, that the specified goods or services are available from only one source; and

WHEREAS, the written justification for the proprietary purchase of transition pay by mail services from ViaPlus, as required under Section 401.019 of the Mobility Authority Policy Code, is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends entering into an agreement with ViaPlus for the provision of transition pay by mail services in the form or substantially the same form as attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby accepts the justification for the proprietary purchase of transition pay by mail services from ViaPlus for the period between March 9, 2027, and the commencement of Neology’s services under the Neology PBM Agreement; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to enter into an agreement with ViaPlus for the provision of transition pay by mail services in the form or substantially the same form as attached hereto as Exhibit B.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of May 2026.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

Justification for the proprietary purchase



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

M E M O R A N D U M

DATE: May 7, 2026

TO: Central Texas Regional Mobility Authority Board of Directors

FROM: James Bass, Executive Director, Central Texas Regional Mobility Authority

SUBJECT: Sole Source Justification: New Agreement with ViaPlus, LLC for Pay By Mail (PBM) Invoicing Lifecycle Management and Collection Services

This memorandum serves as a formal justification for a sole-source procurement to negotiate and execute an agreement with ViaPlus through June 30, 2028, with a one-year renewal option. This extension is critical to ensuring the full realization of toll revenue and the orderly "run out" of transactions occurring prior to the system migration to Neology, LLC.

Background. In March 2018, the Mobility Authority executed a contract with Cofiroute, LLC for Pay By Mail services. (Cofiroute was subsequently acquired and is now doing business as ViaPlus, LLC, a Vinci Highways company (ViaPlus).) The initial term was five years plus two additional two-year renewal options. ViaPlus's contract is set to expire on March 8, 2027. There are no options for renewal.

Following an extensive competitive procurement process that considered both public and private solutions, the Mobility Authority awarded a contract to Neology, LLC for Pay By Mail services in December 2025. Neology initially proposed a February 2027 go-live date; however, the schedule was later updated to reflect a mid-March 2027 date. After discussions with the Mobility Authority's project team, we agreed to defer the Neology go-live date to July 1, 2027, to enable a successful program launch.

The gap between ViaPlus's contract expiration date and Neology's new program launch date would delay PBM customer invoicing and prevent the Mobility Authority from meeting its fiscal year 2027 revenue projections. A new transition services contract with ViaPlus is proposed to mitigate these impacts.

Period of Performance. The new ViaPlus agreement covers the period required to facilitate the complete lifecycle of toll transactions:

- **Active Invoicing Phase:** Processing toll transactions occurring through June 30, 2027, prior to the revised Neology go-live date on July 1, 2027.
- **Standard Collection Cycle:** Management of the full collections and enforcement lifecycle of transactions incurred prior to July 1, 2027.
- **Revenue Recovery Phase:** An additional pursuit period for delinquent accounts to achieve typical liquidation rates and maximize Pay By Mail revenue recovered during extended collections, through June 30, 2028.

Staff recommends including a one-year renewal option if the Neology program requires additional stabilization beyond the anticipated go-live date. This gives the Mobility Authority the flexibility to continue billing and collections with the incumbent vendor without a break in billing, any impact on revenue, or a degradation of customer experience.

Sole Source Justification. Per the Central Texas Regional Mobility Authority Policy Code, this sole-source award is justified by the unique technical requirements and fiscal benefits that only the incumbent provider can offer:

- **Existing Infrastructure & Proven Performance:** ViaPlus maintains the proprietary systems, staffing, and operational workflows currently handling the Mobility Authority's PBM volume. They are the only entity capable of managing the legacy data without requiring a costly, complex data migration.
- **Avoidance of Redundant Capital Investment:** Any alternative provider would require significant financial investment to stand up a temporary back-office system (BOS) and train staff for a limited engagement. Because ViaPlus's operations are already in place, the Mobility Authority avoids these "sunk costs" and maximizes recovered revenue rather than being offset by new implementation fees.
- **Data Integrity and Continuity:** Utilizing the incumbent for the run-out phase eliminates the "operational friction" of transferring aging debt to a new vendor.

ViaPlus possesses the historical account data necessary to maintain customer service continuity and legal defensibility during the collection pursuit.

Fiscal and Operational Impact. The specific mechanics of tolling revenue stabilization drive the necessity of the proposed term:

- **Revenue Capture:** Historical data indicates that approximately 7-10% of Pay By Mail revenue is collected in the extended pursuit window (months 4 through 12). Forgoing this period by failing to extend the ViaPlus agreement would result in a direct and significant reduction in earned toll revenue.
- **Customer Service Continuity:** A new agreement allows for a "clean break" at the end of the 2028 fiscal cycle. It ensures that customers who incurred tolls during the ViaPlus era are managed by the same entity throughout their billing experience, reducing confusion and the administrative burden on the Mobility Authority.

Risk Mitigation. Attempting to transition "in-flight" transactions or delinquent accounts to the new vendor (Neology) during their initial go-live phase would place an undue burden on the new system and introduce high risks of revenue leakage. By allowing ViaPlus to manage the full lifecycle of its generated transactions, the Mobility Authority ensures that Neology can focus exclusively on a stable launch for all transactions occurring after its go-live date.

Recommendation. To protect the Mobility Authority's fiscal health and ensure a seamless transition for our customers, **I recommend that the Mobility Authority execute a sole-source transition services agreement with ViaPlus through June 30, 2028, with an optional one-year renewal period.** This approach is the only viable way to capture the full revenue tail and maintain operational integrity throughout the vendor transition.

ViaPlus Transition Services Agreement

Statement of Work

Summary

A reliable back-office system is the backbone of the Mobility Authority's fiscal health and public reputation. Following discussions with Neology, it was determined that the original February 2027 launch date posed an unacceptable risk to revenue stabilization. Consequently, the Mobility Authority proposes a new agreement with ViaPlus to bridge the gap until June 30, 2028. This measured approach prioritizes operational integrity and customer experience to complete final optimizations.

Proposed Term

- March 9, 2027 – June 30, 2028
- Additional one (1) one-year renewal option

Contract Scope

The scope of the ViaPlus Transition Services Agreement is to provide transition-related services to support the Mobility Authority's Pay By Mail (PBM) Program. The Contractor shall be responsible for all aspects of operating and maintaining its current PBM back-office system solution. In addition, the Contractor shall provide the staff, equipment, facility, communication methods, payment channels, and operations management functions required to manage the day-to-day operations of the CSC, support the Mobility Authority's customers, and collect toll and fee revenue.

The scope of Pay By Mail Transition Services Contract includes the following, at a minimum:

- 1) PBM Transaction Processing
 - a) PBM Account Management
 - b) PBM correspondence, including Toll Bills and Notices
- 2) PBM Tolls and Administrative Fees Invoicing
 - a) Registered Owner Look-up Services
 - b) General Customer Correspondence
 - c) Payment Processing
 - d) Payment Plan Establishment and Management
 - e) Maintenance of the Existing Payment Portal/Website

- 3) Violation Processing
 - a) Collection Agency Services
 - b) Enhanced Enforcement Initiatives
 - c) Payment Plan Establishment and Servicing
- 4) Customer Service Center (CSC) Operations
 - a) Call Center Management and Staffing
 - b) Walk-in Payment Center Management and Staffing
 - c) Customer Inquiries, Disputes, and Complaints Management
 - d) Customer Satisfaction Initiatives
 - e) Customer Relationship Management
 - f) Management of Payment and Communication Channels
- 5) Special Programs Management
 - a) Qualified Service Member Program
 - b) Exempt Vehicles
- 6) Financial Reporting
 - a) Financial Reconciliation
 - b) Weekly Remittance
 - c) Financial Analysis
 - d) External Auditing Compliance and Assistance
 - e) Escheatment Management and Processing
- 7) System/Data
 - a) Data Interfaces
 - b) Data Analytics and Reporting
 - c) System Configuration and Scalability
 - d) System Security and Auditing
 - e) Compliance and Quality

The Contractor shall perform all tasks necessary to perform the scope of services described, including:

- 1) Maintain all infrastructure necessary to perform the Scope of Work, including office space, Information Technology (IT), Call Distribution Management (CDM), etc.
- 2) Maintain necessary computer hardware, software, and networks required to support the Mobility Authority's Pay By Mail program.
- 3) Adhere to the Mobility Authority's requirements, including all interfaces.
- 4) Ensure appropriate staffing.
- 5) Secure all physical and digital assets.
- 6) Maintain current Service Level Agreements (SLAs).

Exhibit B

Agreement with ViaPlus, LLC

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

AGREEMENT FOR

**PAY BY MAIL, VIOLATIONS PROCESSING, COLLECTIONS, AND CUSTOMER
SERVICES
TRANSITION SERVICES**

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APPENDICES:

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- APPENDIX B — Key Performance Indicators / Service Level Agreements
- APPENDIX C — Contractor Compensation Schedule
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- APPENDIX F — Acronyms & Definitions

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AGREEMENT FOR
PAY BY MAIL, VIOLATIONS PROCESSING, COLLECTIONS, AND CUSTOMER
SERVICES TRANSITION SERVICES**

This Transition Services Agreement (the “Agreement”) is made and entered into by and between the Central Texas Regional Mobility Authority (the “Authority” or “CTRMA”), a regional mobility authority and a political subdivision of the State of Texas, and ViaPlus LLC (“ViaPlus” or the “Contractor”) to be effective as of the 9th day of March, 2027 (the “Effective Date”) with respect to transition Pay By Mail processing, violations processing, collections, and related customer services to be performed by ViaPlus, as an independent contractor, for the CTRMA.

WITNESSETH:

WHEREAS, effective March 8, 2018, the CTRMA entered into an agreement with ViaPlus (formerly known as Cofiroute USA, LLC) for the provision of pay by mail services, including video tolling, payment processing, collections, enforcement support, and customer services (the “ViaPlus PBM Agreement”);

WHEREAS, the ViaPlus PBM Agreement provided for an initial five (5) year term and two (2) two-year extensions, both of which have been exercised, and the ViaPlus PBM Agreement is set to expire on March 8, 2027; and

WHEREAS, in anticipation of the expiration of the ViaPlus PBM Agreement, in 2024, CTRMA commenced a procurement process for the provision of pay by mail services and selected Neology, LLC (“Neology”) to provide pay by mail services; and

WHEREAS, on December 17, 2025, CTRMA’s Board of Directors approved a proposed agreement with Neology to provide pay by mail processing, violations processing, collections, and related customer services (the “Neology PBM Agreement”); and

WHEREAS, because of the complexity of the services and the time needed to implement them, Neology will not be in a position to perform the pay by mail processing, violations processing, collections, and related customer services until after the expiration of the ViaPlus PBM Agreement; and

WHEREAS, CTRMA needs uninterrupted pay by mail services during the transition period between the expiration of the ViaPlus PBM Agreement and the commencement of Neology’s services, and ViaPlus, as the current vendor, is the sole vendor in a position to provide those services during the transition period; and

WHEREAS, on May 27, 2026 in Resolution 26-008, pursuant to Section 401.019 of the Mobility Authority Policy Code, the Board of Directors of the CTRMA approved a proprietary purchase from ViaPlus for the provision of pay by mail processing, violations processing, collections, and related customer services; and

WHEREAS, CTRMA and ViaPlus therefore wish to enter into this Agreement for ViaPlus to provide Transition Services (as defined below) to support continuity of CTRMA operations and the transition to Neology.

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 1
THE SERVICES

The Authority hereby retains the Contractor, as an independent contractor, and the Contractor agrees to provide the transition services to the Authority upon the terms and conditions provided in this Agreement. The scope of services (the “Transition Services”), shall include, but not be limited to the Contractor: (1) sending and receiving electronic files containing Pay By Mail (PBM) transaction information, including images of PBM vehicles to be used to determine license plate information; (2) using a combination of Optical Character Recognition (OCR) software/hardware and manual review of video images to determine the license plate information for PBM transactions if requested by the Authority; (3) using license plate information to obtain the registered vehicle owner information from the Vehicle Titles and Registration Division of Texas Department of Motor Vehicles (VTR) and/or other sources for both Texas and non-Texas license plates; (4) maintaining a database of PBM and violation transactions with data obtained from CTRMA, VTR, customers themselves and other relevant sources to facilitate reporting on and reconciliation of PBM toll amounts, associated fees and funds disposition; (5) sending toll bills and notices to identified customers for the purpose of collecting PBM toll amounts and associated fees; (6) accepting payments of PBM toll amounts and associated fees and other ancillary payments from customers; (7) bundling and transmitting PBM toll amounts and fee payments to CTRMA on a periodic basis; (8) preparing and maintaining documents to be used in the course of legal proceedings, collection actions, etc. for violation transactions; (9) attempting to collect unpaid fees and PBM toll amounts and other ancillary payments and communicating with third party debt collection agencies as described in the Scope of Services; (10) providing full reporting and auditable data detailing the amount of PBM transactions, actual collections, outstanding amounts, account payment status, and other information requested by CTRMA, with such reporting to occur at intervals and in the format specified by CTRMA; (11) assuring that its systems (and those of its subcontractors) maintain compliance with industry standard financial, security, quality and software process standards; and (12) providing other technical services as requested as Additional Services at the rates outlined in Appendix D, Change Order Rate Schedule. The foregoing items, however, are considered to be part of the Transition Services whether or not they are more fully described in Appendix A.

The Contractor will provide CTRMA and/or representatives of CTRMA various reports and real time access to the PBM and violation database maintained by the Contractor in accordance with the terms of this Agreement and as otherwise agreed between the parties from time to time.

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

necessary to meet the key performance indicators/service level agreement (KPIs/SLAs) contained in Appendix B.

ARTICLE 2 **COMPENSATION**

Authorization for Contractor to perform the Transition Services, compensation for Contractor's work, and other aspects of the mutual obligations concerning Contractor's work and payment therefore are as follows:

FEE COLLECTION. Contractor shall collect tolls and fees consistent with the Authority's Toll Rate Policy. Such tolls and fees shall be directly collected by Contractor and a portion thereof shall be remitted to CTRMA as provided herein on a weekly basis. Contractor shall be entitled to retain on a weekly basis a portion of the tolls and fees collected as shown on Appendix C as full compensation for the performance of the Transition Services and other work under this Agreement. The Authority shall have no further obligation to pay any funds or provide any compensation to the Contractor in relation to any of the Transition Services, except as otherwise specifically provided herein.

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

FEE SUMMARIES AND RECORDS. The Contractor shall electronically submit one (1) copy of a weekly summary of tolls and fees charged and tolls and fees collected in providing the Transition Services under this Agreement during the previous week, and shall also present a reconciliation of the invoices and accounts to which the work relates. Each summary shall be in such detail as is required by the Authority. All books and records relating to the Contractor's work and Transition Services to the Authority under this Agreement shall be made available during the Contractor's normal business hours to the 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.

TAXES. The Contractor acknowledges that the Authority is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code.

AS-NEEDED BASIS. As provided for above, the Authority may request that the Contractor perform specific additional Transition Services on an as-needed basis consistent with the rates set forth in Appendix D, and the scope of such additional Transition Services shall be set forth in a separate Work Authorization that is agreed to and executed by both parties. No representation or assurance has been made on behalf of the Authority to the Contractor as to the total compensation to be paid to the Contractor under this Agreement.

ARTICLE 3
TIME OF PERFORMANCE

It is understood and agreed that the term of this Agreement shall commence on the Effective Date and conclude on June 30, 2028 (the “Expiration Date”) subject to the earlier termination of this Agreement pursuant to Articles 4 or Article 5.

ARTICLE 4
TERMINATION FOR DEFAULT

Time is of the essence with respect to the performance and completion of all the Transition Services to be furnished by the Contractor pursuant to Work Authorizations issued and which specify an agreed-upon completion or delivery date. Without limiting the foregoing, the Contractor shall furnish all Transition Services in such a manner and at such times as the CTRMA may require. Except as provided below, should the Contractor at any time (a) not carry out its obligations under this Agreement or (b) not be providing the Transition Services to be rendered hereunder in an expeditious and efficient manner and in full compliance with this Agreement, or if the Contractor shall fail in any manner to discharge any other of its obligations under this Agreement, the Authority may, upon providing the Contractor with not less than thirty (30) days prior written notice and opportunity to cure (provided that in no event shall the cure period be more than thirty (30) days from receipt of the written notice), terminate this Agreement. Such termination shall not constitute a waiver or release by the Authority of any claims for damages, claims for additional costs incurred by the Authority to complete and/or correct the work described in this Agreement, or any other claims or actions arising under this Agreement or available at law or equity which it may have against the Contractor for its failure to perform satisfactorily any obligation hereunder, nor shall such termination pursuant to this Article 4 or Article 5 below abrogate or in any way affect the indemnification obligations of the Contractor set forth in Article 16 hereof.

If the Authority terminates this Agreement as provided either in this Article 4 or Article 5, no fees of any type, other than fees due and payable as of the termination date pursuant to Article 2 hereof for work performed and acceptable to the Authority, shall thereafter be paid to or collected by the Contractor, and the Authority shall have a right to offset or otherwise recover any damages incurred by reason of the Contractor’s breach hereof, together with the right to offset amounts owed to the Contractor pursuant to the indemnity provisions. In determining the amount of any payments owed to the Contractor, the value of the work performed by the Contractor prior to termination shall be no greater than the value that would result by compensating the Contractor in accordance with Article 2 hereof for all Transition Services performed and expenses reimbursable in accordance with this Agreement.

ARTICLE 5
OPTIONAL TERMINATION

In addition to the process for termination described above, this Agreement may also be terminated as follows:

- (a) **GENERALLY.** The Authority has the right to terminate this Agreement at its reasonable option, at any time with or without cause, by providing thirty (30) days written notice of such intention to terminate pursuant to this subsection 5.a. hereof and by stating in said notice the optional termination date. Upon such optional termination, the Authority shall enter into a settlement with the Contractor upon an equitable basis as determined by the Authority, which shall fix the value of the work performed by the Contractor prior to the optional termination date. In determining the value of the work performed, the Authority in all events shall compensate the Contractor for any reasonable costs or expenses actually incurred and which are attributable to the exercise of the Authority's optional termination, including reasonable and actual costs related to developing a transition plan and providing data as provided for in Article 6 on an equitable basis as determined by the Authority as noted above, provided, however, that no consideration will be given to anticipated profit which the Contractor might possibly have made on the uncompleted portion of the Transition Services.

- (b) **NO FURTHER RIGHTS, ETC.** Termination of this Agreement and payment of an amount in settlement as described in this Article 5 shall extinguish all rights, duties, obligations, and liabilities of the Authority and the Contractor under this Agreement (except those which are designated as surviving termination, including without limitation the indemnification obligations of Contractor set forth in Article 16), and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Contractor from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute.

- (c) **NO FURTHER COMPENSATION.** If the Authority shall terminate this Agreement as provided in this Article 5, no fees of any type, other than fees due and payable as of the optional termination date, shall thereafter be paid to the Contractor, provided that the Authority shall not waive any right to damages incurred by reason of the Contractor's breach thereof. The Contractor shall not receive any compensation for Transition Services performed by the Contractor after the optional termination date, and any such Transition Services performed shall be at the sole risk and expense of the Contractor.

ARTICLE 6
TERMINATION, GENERALLY

The Authority's rights and options to terminate this Agreement, as provided in any provision of this Agreement, shall be in addition to, and not in lieu of, any and all rights, actions, options, and privileges otherwise available under law or equity to the Authority by virtue of this Agreement or otherwise. Failure of the Authority to exercise any of its said rights, actions, options, and privileges to terminate this Agreement as provided in any provision of this Agreement or otherwise shall not be deemed a waiver of any of said rights, actions, options, or privileges or of any rights, actions, options, or privileges otherwise available under law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute. Upon notice of termination of this Agreement by either of the parties, and subject to Article 12 hereto, the Contractor shall update and implement the transition plan as required in Appendix A, Section 19 to ensure a smooth, efficient, and uninterrupted transition to any successor Contractor or subcontractor.

ARTICLE 7
SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES

In addition to the foregoing rights and options to terminate this Agreement, the Authority may elect to suspend any portion of the Transition Services of the Contractor hereunder, but not terminate this Agreement, by providing the Contractor with prior written notice to that effect. Thereafter, the suspended Transition Services may be reinstated and resumed in full force and effect upon receipt from the Authority of written notice requesting same. In the event the Authority elects to suspend the performance of the Transition Services in their entirety for a period that exceeds ninety (90) days, Contractor shall be entitled to terminate the Agreement subject to Appendix A, Section 19.

Similarly, the Authority may expand, cancel (in whole or part), or otherwise modify any portion of the Transition Services previously assigned to the Contractor in accordance with this Agreement. In the event the Transition Services are modified, the Parties shall agree to and execute a Work Authorization and Contractor's compensation shall be adjusted (up or down) based on the rates set forth in Appendices C or D as applicable. Without limiting the foregoing, the Contractor agrees that no claims for damages or other compensation shall be made by the Contractor for any delays, hindrances or modifications occurring during the progress of any portion of the Transition Services specified in this Agreement as a result of any suspension or modifications occurring during the progress of any portion of the Transition Services specified in this Agreement as a result of an suspension or modification of the Transition Services or otherwise. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the Authority may decide. It is acknowledged, however, that permitting the Contractor to proceed to complete any Transition Services or any part of them after the originally specified date for completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Authority or any of its rights herein.

ARTICLE 8
PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY

Contractor shall provide personnel and equipment as follows:

- (a) **ADEQUATE PERSONNEL, ETC.** The Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel (drawn from its own employees or from approved subcontractors) and equipment, in the reasonable opinion of the Authority, to perform the Transition Services with due and reasonable diligence customary of a firm providing similar services and enjoying a favorable national reputation, and in all events without delays attributable to the Contractor which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Projects. All persons, whether employees of the Contractor or of an approved subcontractor, providing the Transition Services shall be fully licensed to the extent required by their professional discipline associations' codes or otherwise by law.
- (b) **REMOVAL OF PERSONNEL.** All persons providing the Transition Services, whether employees of the Contractor or of an approved subcontractor, shall have such knowledge and experience as will enable them, in the Contractor's reasonable belief,

to perform the duties assigned to them. Any such person who, as determined by the Authority in its sole discretion, is incompetent or by his/her conduct becomes detrimental to the provision of the Transition Services shall, upon request of the Authority, immediately be removed from the Transition Services. The Contractor shall furnish the Authority with a fully qualified candidate for the removed person within ten (10) days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Authority.

- (c) **CONTRACTOR FURNISHES EQUIPMENT, ETC.** Except as otherwise specified or agreed to by the CTRMA, the Contractor shall furnish all equipment, transportation, supplies, and materials required for its performance of Transition Services under this Agreement.

ARTICLE 9 **KEY PERSONNEL**

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

ARTICLE 10 **BUSINESS OPPORTUNITY PROGRAM AND POLICY COMPLIANCE**

Contractor acknowledges that the Authority has a Business Opportunity Program and Policy (“BOPP”) with which it requires contractors to comply in connection with Disadvantaged Business Enterprises. To the extent the Contractor utilizes third parties to provide the Transition Services hereunder, Contractor agrees to comply with the BOPP and observe the guidelines set forth therein.

ARTICLE 11 **PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS**

As directed by the Authority, key personnel shall meet with the Authority’s Executive Director and/or his designee(s) upon request to: (a) assess the Contractor’s performance of the Transition Services; and (b) plan staffing levels to be provided by the Contractor to the Authority for the upcoming calendar quarter. The Contractor shall permit inspections of its Transition Services and work by the Authority or others, when requested by the Authority. Nothing contained in this Agreement shall prevent the Authority from scheduling such other planning and performance reviews with the Contractor or inspections as the Authority determines necessary.

ARTICLE 12
OWNERSHIP OF REPORTS

Ownership of reports and related materials prepared by Contractor (or any subcontractor) at the direction of the Authority shall be as follows:

- (a) **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 Contractor solely under this Agreement (“work product”), including all information prepared for or posted on the Authority’s website and together with all materials and data furnished to it by the Authority, shall at all times be and remain the property of the Authority and, for a period of four (4) years from completion of the Transition Services or such period as is required by Texas law, whichever is longer, if at any time demand be made by the 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 Authority without delay. The Authority hereby grants the Contractor a revocable license to retain and utilize the foregoing materials, said license to terminate and expire upon the earlier to occur of (a) the completion of Transition Services described in this Agreement or (b) the termination of this Agreement, at which time the Contractor shall deliver to the Authority all such materials and documents. If the Contractor or a subcontractor desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the Transition Services, it shall secure the prior written approval of the Authority. Notwithstanding anything contained herein to the contrary, the Contractor shall have the right to retain a copy of the above materials, records, and documents for its archives.
- (b) **SEPARATE ASSIGNMENT.** If for any reason the agreement of the Authority and the Contractor set forth in subsection 12.a. above regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to the Authority all right, title, and interest that Contractor 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 Authority hereby acknowledges, however, that all documents and other work product provided by the Contractor to the Authority and resulting from the Transition Services performed under this Agreement are intended by the Contractor solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Contractor shall have no liability for the use by the Authority of any work product generated by the Contractor under this Agreement on any project other than for the specific purpose and Project for which the work product was prepared. Any other reuse of such work product without the prior written consent of the Contractor shall be at the sole risk of the Authority.

- (c) **DEVELOPMENT OF CONTRACTOR WORK PRODUCT.** The Authority acknowledges that the Contractor’s work product will be developed using data that is available at the time of the execution of a given work authorization, and will not constitute any guarantee or other assurance of future events. The Contractor will prepare work product using practices that are standard procedures in the industry.
- (d) **OWNERSHIP OF MATERIALS, SOFTWARE AND LICENSES.** The Authority acknowledges and agrees that, the Contractor and/or its subcontractors or licensors of 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 Contractor, its officers, employees, subcontractors or agents. Except as expressly stated herein, this Agreement does not grant the Authority any rights in or to such Intellectual Property Rights. The Contractor 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 Transition Services to the Authority pursuant to this Agreement.
- i. The provisions of this subsection 12.d. shall be without prejudice to, and shall not interfere with the Authority’s Ownership of Reports as provided for under the subsection 12.a to 12.c. of this Agreement.
 - ii. The Contractor reserves all rights in Software and all Intellectual Property associated therewith that have not been expressly granted herein.
 - iii. For the duration of this Agreement, the Contractor hereby grants to the Authority a nonexclusive, non-transferable license to use the Software for such purposes and to the extent necessary to enable the Authority to receive the Contractor’s Transition Services under this Agreement. Notwithstanding anything to the contrary in this Agreement, the license referred in this sub-clause (iii) shall not survive termination or expiry of this Agreement; provided, however, that such license shall be automatically extended for the limited purposes and period necessary to give effect to any post-termination or post-expiry transition-related obligations expressly undertaken by the Contractor under this Agreement, such that the Contractor’s Transition Services remain continuous and uninterrupted for the duration of any such transition period, and the Contractor shall provide the Authority with all permissions and licenses necessary to enable the Authority to receive the Contractor’s Transition Services throughout any such transition period, including permissions and licenses necessary for use of any third-party software implemented by the Contractor under this Agreement.
 - iv. The Authority shall have no right to access or use the source code of the Software.

- v. The Authority shall not attempt to make any part of the Software or any accompanying documentation supplied by the Contractor 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.
- vi. The 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.
- vii. For purposes of this Agreement, the term Software shall mean any software used by the Contractor or any subcontractor of the Contractor to provide the Transition Services to the Authority, including any software owned or provided by the Contractor or by a sub-consultant of the Contractor.

ARTICLE 13 **SUBLETTING OF WORK**

The Contractor shall not sublet, assign, or transfer any part of the work or obligations included in this Agreement without the prior written approval of the Authority, which approval shall not be unreasonably withheld. Responsibility for sublet, assigned or transferred work shall remain in all instances with the Contractor.

ARTICLE 14 **APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS**

Contractor shall cooperate with the Authority and requests for attendance at meetings and in various types of proceedings as follows:

- (a) **WITNESS**. If requested by the Authority or on its behalf, the Contractor shall use its best efforts to help Authority prepare such exhibits as may be requested for all hearings and trials related to any of the Transition Services provided under this Agreement.
- (b) **MEETINGS**. At the request of the Authority, the Contractor shall provide appropriate personnel for conferences at its offices, or attend meetings and conferences at (a) the various offices of the Authority, (b) the offices of the Authority's legal counsel, bond counsel, and/or financial advisors, or (c) any reasonably convenient location.
- (c) **WORK AUTHORIZATION**. In the event that services under this section are not covered by an existing Work Authorization, the Authority will issue a Work Authorization, pursuant to Article 2 hereto, to cover such services.

ARTICLE 15
**COMPLIANCE WITH LAWS AND AUTHORITY POLICIES; PROTECTION OF
DATA AND INFORMATION**

The Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance under this Agreement, including, without limitation, debt collection laws, workers' compensation laws, antidiscrimination laws, environmental laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), other applicable portions of the Texas Transportation Code, and all amendments and modifications to any of the foregoing, if any. The Contractor shall also comply with the Authority's policies and procedures related to operational and administrative matters, such as, but not limited to, security of and access to CTRMA information and facilities. When requested, the Contractor shall furnish the Authority with satisfactory proof of compliance with said laws, statutes, ordinances, rules, regulations, codes, orders, and decrees above specified.

As part of their operations, CTRMA collects and maintains 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 Transition Services, Contractor may have access to, handle, or receive Personal Information or other confidential or proprietary materials, information, or data maintained by or concerning CTRMA (collectively with Personal Information, "RMA Information"). Contractor therefore agrees that:

- (a) Contractor is responsible for the security of RMA Information that it receives or accesses in performing Transition Services, and Contractor shall at all times maintain appropriate information-security measures with respect to RMA Information in a manner consistent with applicable law.
- (b) Contractor must implement and maintain current and appropriate administrative, technical, and physical safeguards with respect to RMA Information in its possession, custody, or control, or to which it has access, to protect against unauthorized access or use of such RMA 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, Contractor must appropriately and effectively encrypt RMA 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.
- (c) Contractor must identify to CTRMA all subcontractors, consultants, and other persons who may have access to RMA Information in connection with the Transition Services. Contractor must restrict the RMA Information to which a given employee or approved subcontractor has access to only that RMA Information which such employee or

approved subcontractor needs to access in the course of such employee's or approved subcontractor's duties and responsibilities in connection with the Transition Services.

- (d) Before granting access to RMA Information, Contractor 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 RMA Information).
- (e) Absent CTRMA's advance written permission, RMA Information must not be stored, accessed, or processed at any location outside of the United States.
- (f) Contractor may use RMA Information only for performing the Transition Services, and Contractor must ensure that its employees and approved subcontractor are restricted from any use of RMA Information other than for such purpose.
- (g) Except to the extent otherwise expressly permitted, Contractor may not disclose CTRMA Information except as required by law or a governmental authority having jurisdiction over Contractor. In the event of such required disclosure, Contractor must notify CTRMA in advance (if legally permissible to do so) and reasonably cooperate with any decision by CTRMA to seek to condition, minimize the extent of, or oppose such disclosure.
- (h) Contractor will immediately notify CTRMA if Contractor discovers any actual or reasonably suspected breach of security or unauthorized use of RMA Information (i) in the possession, custody, or control of Contractor, its employees, or its subcontractors and/or (ii) effectuated using access permissions or credentials extended to an employee or subcontractor of Contractor (either of occurrences (i) or (ii) being referred to as a "Security Incident"). In no event shall Contractor's notification to CTRMA be later than three (3) calendar days after Contractor 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. Contractor 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, Contractor must promptly undertake appropriate remediation measures and inform CTRMA regarding the same.
- (i) Subject to requirements of data security or privacy laws, CTRMA, 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 CTRMA before they are distributed. Contractor must reimburse CTRMA for costs or expenses CTRMA 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, Contractor shall indemnify and hold CTRMA harmless from all claims,

costs, expenses, and damages (including reasonable attorneys' fees) that CTRMA incurs in connection with any regulatory action or third party claim arising from a Security Incident.

- (j) Contractor must cooperate and permit CTRMA (and any governmental authorities with jurisdiction in connection with an audit requested by CTRMA) reasonable access for on-site review of Contractor's data security systems and procedures to verify Contractor's compliance with its obligations under this Agreement.
- (k) Each calendar year, Contractor must provide a current Type 2 Service Organizations Control (SOC) report or comparable report satisfactory to CTRMA, confirming the adequacy of Contractor's controls under the Trust Services Principles and Criteria of the American Institute of CPAs, or comparable principles and requirements satisfactory to CTRMA. The scope of each report must include all of Contractor's applications and systems that have access to or are involved in the processing of CTRMA Information, and each report must include a list of the controls that were tested.
- (l) Whenever RMA Information is no longer needed for the performance of Transition Services, or at any time upon written notification from CTRMA, Contractor must unconditionally and without any charge or fee return or, at CTRMA's written election, certify the secure destruction of, all RMA Information in Contractor's possession, custody, or control (including RMA Information in the possession, custody, or control of any of Contractor's subcontractors or consultants).
- (m) With respect to all RMA Information that constitutes payment cardholder information under the PCI DSS and with respect to any actions or activity that may impact the security of CTRMA's systems securing payment cardholder information, Contractor must, and must cause its approved subcontractors, as applicable, to:
 - i. abide by PCI DSS, as updated from time to time (currently, version 3.2), and related security and reporting requirements or standards imposed by applicable payment card brand(s) including through the provision of, preparation of, or cooperation in connection with any all reports, assessments, audits, inquiries, or attestations made, to be made, or desired by CTRMA pursuant to PCI DSS or applicable payment card brand requirements or standards;
 - ii. annually, and at such other times as CTRMA may reasonably request, provide CTRMA with a certification demonstrating compliance with PCI DSS in the relevant capacity, without charging CTRMA any fee or other amount with respect to such compliance or certification thereof; and
 - iii. without limiting the foregoing, refrain from any recording or storage of card security codes, render primary account numbers unreadable wherever stored, and dispose of payment cardholder information in compliance with PCI DSS Requirement 9.8.

ARTICLE 16
AUTHORITY INDEMNIFIED

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

NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR THE FAILURE OF ANY UNRELATED OR UNAFFILIATED CONTRACTOR, CONTRACT OR CONTRACTOR VENDOR, OR OTHER PROJECT PARTICIPANT, NOT UNDER CONTRACT TO THE CONTRACTOR, TO FULFILL CONTRACTUAL RESPONSIBILITIES TO THE AUTHORITY OR TO COMPLY WITH FEDERAL, STATE OR LOCAL LAWS, REGULATIONS AND CODES.

ARTICLE 17
CONFLICTS OF INTEREST

The Contractor represents and warrants to the 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 Contractor, except as expressly disclosed in writing to the 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 Authority, Contractor shall comply with the Authority's conflict of interest policies and shall make disclosures as if it were one of the key personnel designated under such policies.

ARTICLE 18 INSURANCE

Prior to beginning the Transition Services designated in this Agreement, the Contractor shall obtain and furnish certificates to the Authority for the following minimum amounts of insurance:

- (a) **WORKERS' COMPENSATION INSURANCE.** In accordance with the laws of the State of Texas covering all of Contractor'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 Authority shall be provided.
- (b) **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 Authority shall be provided.
- (c) **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 Contractor's obligations under this Agreement. A "Waiver of Subrogation" in favor of the Authority shall be provided.
- (d) **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 Contractor relating to the Transition Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Authority or otherwise completed.
- (e) **CYBERSECURITY INSURANCE.** Professional/technology errors and omissions liability insurance, including liability for financial loss and/or business interruption suffered by CTRMA, 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 Transition Services provided by Contractor, 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;
- (f) **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 at a. - e. above. 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.

- (g) **GENERAL FOR ALL INSURANCE.** The Contractor shall promptly, upon execution of this Agreement, furnish certificates of insurance to the 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 under subsections 18.a. through e., above, 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 under subsection 18.f., a rating by A. M. Best Company or similar rating service satisfactory to the Authority and/or its insurance consultant; and (c) otherwise acceptable to the 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 furnished under subsections 18.b., c., d., e. and f. above, shall name the Authority as additional insureds and shall protect the Authority, the Contractor, 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 Contractor, its officers, employees, directors, agents, and representatives in the performance of the Transition Services rendered under this Agreement. Applicable Certificates shall also indicate that the contractual liability assumed in Article 16, above, is included.

The insurance carrier shall include in each of the insurance policies required under subsections 18.a., b., c., d., e., and f. 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 19 **COORDINATION OF CONTRACT DOCUMENTS**

In the event of a conflict, the order of prevailing precedence (a-highest order to d-lowest order of precedence) shall be as follows:

- (a) Any amendments to the Agreement.
- (b) The Agreement.

- (c) Appendices to the Agreement.

ARTICLE 20
MAINTENANCE OF, ACCESS TO, AND AUDIT OF RECORDS

a. **RETENTION AND AUDIT OF RECORDS.** Contractor shall maintain at its offices in Austin, Texas, a complete set of all books, records, electronic files and other documents prepared or employed by Contractor in its management, scheduling, cost accounting and other activities related to this Agreement. Contractor shall maintain all records and documents relating to this Agreement, including copies of all original documents delivered to the Authority until four years after the date of the termination of this Agreement. Contractor shall notify the Authority where such records and documents are kept. If approved by the Authority, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

Contractor shall make these records and documents available for audit and inspection to the Authority, at Contractor's offices in Austin, Texas, at all reasonable times, without charge, and shall allow the Authority or its representatives to make copies of such documents. The Authority may direct its own auditors or representatives to perform such audits or reviews. Contractor shall cooperate fully with the entity performing the audit or review. In the event that an audit or review shows an underpayment to CTRMA of amounts owed for the period reviewed by more than two percent (2%) reasonable cost of the audit or review will be borne by Contractor.

Notwithstanding the foregoing, the Contractor shall comply with all laws pertaining to the retention of records and the provision of access thereto. The Contractor 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 Authority, and shall provide the Authority with a copy of any audit of those books and records as provided herein or otherwise requested by the Authority.

b. **PUBLIC RECORDS ACT.** Contractor acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the Authority's possession, including materials submitted by Contractor, are subject to the provisions of the Public Information Act. Contractor 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. Contractor is advised to contact legal counsel concerning such law and its application to Contractor.

If any of the materials submitted by the Contractor to the Authority are clearly and prominently labeled "Trade Secret" or "Confidential" by Contractor, the Authority will endeavor to advise Contractor of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will the Authority be responsible or liable to Contractor 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 Authority.

In the event of litigation concerning the disclosure of any material marked by Contractor as “Trade Secret” or “Confidential,” the Authority’s sole obligation will be as a stakeholder retaining the material until otherwise ordered by a court, and Contractor shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the Authority reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees, including attorneys’ fees and costs, incurred by the Authority in connection with any litigation, proceeding or request for disclosure shall be reimbursed and paid by Contractor.

ARTICLE 21
RELATIONSHIP BETWEEN THE PARTIES

Notwithstanding the anticipated collaboration between the parties hereto, or any other circumstances, the relationship between the Authority and the Contractor shall be one of an independent contractor. The Contractor acknowledges and agrees that neither it nor any of its employees or subcontractors, shall be considered an employee of the Authority for any purpose. The Contractor shall have no authority to enter into any contract binding upon the Authority, or to create any obligation on behalf of the Authority. As an independent contractor, neither the Contractor nor its employees shall be entitled to any insurance, pension, or other benefits customarily afforded to employees of the Authority. Under no circumstances shall the Contractor, or its employees, or subcontractors, represent to suppliers, contractors or any other parties that it is employed by the Authority or serves the Authority in any capacity other than as an independent contractor. The Contractor shall clearly inform all suppliers, Contractors and others that it has no authority to bind the Authority. 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 Authority whatsoever with respect to the liabilities, obligations or acts of the Contractor, its employees, subcontractors, or any other person.

ARTICLE 22
DELIVERY OF NOTICES, ETC.

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 Contractor:

ViaPlus, LLC
[]
Attn: President & CEO

In the case of the CTRMA:

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

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.

ARTICLE 23
REPORTING OF SUBPOENAS, NOTICES, ETC.

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 Transition Services under this Agreement.

ARTICLE 24
AUTHORITY'S ACTS

Anything to be done under this Agreement by the Authority may be done by such persons, corporations, firms, or other entities as the Authority may designate.

ARTICLE 25
LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of the 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 Contractor is obligated to comply with applicable standards of professional care in the performance of the Transition Services. The Authority shall have no obligation to verify any information provided to the Contractor by the Authority or any other person or entity.

ARTICLE 26
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.

ARTICLE 27
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.

ARTICLE 28
COMPLETE AGREEMENT

This Agreement, including all Appendices attached hereto, sets forth the complete agreement between the parties with respect to the Transition Services and supersedes all other agreements (oral or written) with respect thereto. Capitalized terms shall have the definitions provided herein and in Appendix F. 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 Authority and the Contractor. 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.

ARTICLE 29
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 Contractor acknowledges the importance to the Authority of the timely provision of the Transition Services and will perform its obligations under this Agreement with all due and reasonable care.

ARTICLE 30
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.

ARTICLE 31
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.

ARTICLE 32
SUCCESSORS

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

ARTICLE 33
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.

ARTICLE 34
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.

ARTICLE 35
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 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 Contractor may be enjoined and for which the Contractor also shall pay to the Authority all damages which arise from said breach. The Contractor understands and acknowledges that the Contractor's responsibilities under Articles 12 and 16 of this Agreement shall continue in full force and effect after the Contractor's contractual relationship with the Authority ends for any reason.

ARTICLE 36
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 Contractor from delivering Transition Services, Contractor'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:

- (a) 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
- (b) the Nonperforming Party does not resume performance in accordance with this Agreement within 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. Provided, however, economic hardship, changes in market conditions, or insufficiency of funds do not constitute a Force Majeure Event.

ARTICLE 37 **CERTIFICATIONS**

- (a) **Entities that Boycott Israel.** The Contractor represents and warrants that (1) it does not, and shall not for the duration of this Agreement, boycott Israel or (2) the verification required by Section 2271.002(a) of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Contractor shall promptly notify the CTRMA.
- (b) **Entities that Boycott Energy Companies.** The Contractor represents and warrants that: (1) it does not, and will not for the duration of this Agreement, boycott energy companies, as defined in Section 809.001(1) of the Government Code; except if not applicable as provided by Section 2276.002(a) of the Government Code, the CTRMA determines such representation and warrant verification is not required as provided by Section 2276.002(c) of the Government Code.
- (c) **Entities that Discriminate Against Firearm Entities or Trade Associations.** The Contractor verifies that: (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, the Contractor shall promptly notify the CTRMA.

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

Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____

Name:

Title:

Contractor:

VIAPLUS, LLC

By: _____

Name:

Title:

Appendix A

ViaPlus Transition Services Agreement Statement of Work

Summary

A reliable back-office system is the backbone of the Mobility Authority's fiscal health and public reputation. Following discussions with Neology, it was determined that the original February 2027 launch date posed an unacceptable risk to revenue stabilization. Consequently, the Mobility Authority proposes a new agreement with ViaPlus to bridge the gap until June 30, 2028. This measured approach prioritizes operational integrity and customer experience to complete final optimizations.

Proposed Term

- March 9, 2027 – June 30, 2028
- Additional one (1) one-year renewal option

Contract Scope

The scope of the ViaPlus Transition Services Agreement is to provide transition-related services to support the Mobility Authority's Pay By Mail (PBM) Program. The Contractor shall be responsible for all aspects of operating and maintaining its current PBM back-office system solution. In addition, the Contractor shall provide the staff, equipment, facility, communication methods, payment channels, and operations management functions required to manage the day-to-day operations of the CSC, support the Mobility Authority's customers, and collect toll and fee revenue.

The scope of Pay By Mail Transition Services Contract includes the following, at a minimum:

- 1) PBM Transaction Processing
 - a) PBM Account Management
 - b) PBM correspondence, including Toll Bills and Notices
- 2) PBM Tolls and Administrative Fees Invoicing
 - a) Registered Owner Look-up Services
 - b) General Customer Correspondence
 - c) Payment Processing
 - d) Payment Plan Establishment and Management
 - e) Maintenance of the Existing Payment Portal/Website

- 3) Violation Processing
 - a) Collection Agency Services
 - b) Enhanced Enforcement Initiatives
 - c) Payment Plan Establishment and Servicing
- 4) Customer Service Center (CSC) Operations
 - a) Call Center Management and Staffing
 - b) Walk-in Payment Center Management and Staffing
 - c) Customer Inquiries, Disputes, and Complaints Management
 - d) Customer Satisfaction Initiatives
 - e) Customer Relationship Management
 - f) Management of Payment and Communication Channels
- 5) Special Programs Management
 - a) Qualified Service Member Program
 - b) Exempt Vehicles
- 6) Financial Reporting
 - a) Financial Reconciliation
 - b) Weekly Remittance
 - c) Financial Analysis
 - d) External Auditing Compliance and Assistance
 - e) Escheatment Management and Processing
- 7) System/Data
 - a) Data Interfaces
 - b) Data Analytics and Reporting
 - c) System Configuration and Scalability
 - d) System Security and Auditing
 - e) Compliance and Quality

The Contractor shall perform all tasks necessary to perform the scope of services described, including:

- 1) Maintain all infrastructure necessary to perform the Scope of Work, including office space, Information Technology (IT), Call Distribution Management (CDM), etc.
- 2) Maintain necessary computer hardware, software, and networks required to support the Mobility Authority's Pay By Mail program.
- 3) Adhere to the Mobility Authority's requirements, including all interfaces.
- 4) Ensure appropriate staffing.
- 5) Secure all physical and digital assets.
- 6) Maintain current Service Level Agreements (SLAs).

Appendix B – Key Performance Indicators/Service Level Agreements

KEY PERFORMANCE INDICATORS

Table B-1: Key Performance Indicators - Accessibility

| Accessibility Category | Performance Measure | Description |
|---|--|--|
| Abandoned calls | Maximum 5% | The caller hangs up or ends the call before speaking with a CSR. |
| Average hold time | Maximum 90 seconds | The average time between customer requesting a CSR to connection to CSR. |
| Average Speed of Answer | Maximum 30 seconds; <30 seconds | The average time for line to be answered (either by the IVR or a CSR) from completion of dialing. |
| Trunk Utilization | 1% Maximum | Maximum percent of time phone trunks are at capacity. |
| Percent of calls placed on hold | Maximum 2% | Customer placed on hold for any reason during call with CSR. |
| Hold or queue time | Maximum 60 seconds | CSR places customer on hold for any reason during call. |
| Percent of calls escalated | Maximum 1% | Initial CSR must pass customer to someone else for resolution (as a percent of total call volume). |
| Respond to email inquiries | 100% within 2 days from time of system auto response | Complete, accurate responses to customer email inquiries. |
| Respond to written inquiries | 98% in 2 days; 100% in 4 days of stamped receipt | Complete, accurate responses to customer written inquiries. |
| Respond to telephone inquiries or complaints | 98% w/in 1 day 100% w/in 2 days | Complete, accurate response to customer messages left via telephone. |
| Customer requests correspondence, customer brochures, and others (receipts, statements) | Minimum of 85% processed within 48 hours of receipt Remainder (100%) processed within 72 hours of receipt Minimum accuracy rate of 99.5% | Time to complete fulfillment of customer requests |

Table B-2: Key Performance Indicators - Quality

| Quality Category | Performance Measure | Description |
|-----------------------------------|--|--|
| Correspondence Accuracy / Quality | Data entry minimum 99.5% Quality monitoring 83% - 93.9% Quality assurance score of 98% Quality score of 94% | Measures the accuracy of data input to minimize errors, rework, and complaints |

Pay By Mail, Violations Processing, Collections, and Customer Services

| Quality Category | Performance Measure | Description |
|--|---|--|
| Incidence of customer service complaints | Not more than 2 per 1,000 of all customer correspondence | This number or percentage of customer complaints compared to a set number of total customer contacts. |
| Percent of calls monitored | Minimum 2% for experienced CSRs Minimum of 5% for inexperienced CSRs (6 months or less on job) | The percent of calls that are monitored by supervisor or training personnel to ensure customer service representatives (CSRs) are providing professional, knowledgeable, and polite service. |
| Customer satisfaction | 95.5% | Acceptable score on after-call survey (to be defined in design). |

Table B-3: Key Performance Indicators – System Availability

| System Availability Category | Performance Measure | Description |
|-------------------------------|---------------------|--|
| CSC / BOS System Availability | 98% uptime | System is operational and properly processing transactions, reporting and supporting customer self-service activities. |
| Website Accessibility | 99.5% uptime | All functions of website fully available 99% of the time, excluding Agency-approved maintenance windows. |

Table B-4: Key Performance Indicators – Image Processing (Optional service to be executed at the direction of the Authority)

| Image Processing Category | Performance Measure | Description |
|---------------------------|---------------------|---|
| Image Processing Accuracy | 99.5% | Percentage of transactions that have correct license plate number and jurisdiction indicated. Note: this measure excludes transactions which have no associated images in which the license plate number and jurisdiction can be accurately determined by the human eye. |
| Image Processing Response | 72 hours | The amount of time Contractor is allocated to process transaction images and return the required license plate state and jurisdiction data to the Authority. This time period begins when the transaction is made available to the Contractor and ends when the Contractor has made the results available to the Authority. |

Pay By Mail, Violations Processing, Collections, and Customer Services

Table B-5: Key Performance Indicators – Collection Performance

| Collections Category | Performance Measure | Description |
|----------------------|---------------------|--|
| Collection Rate | 95% | Percentage of toll transactions received by the Contractor that result in full payment of the toll, including automatic payment to prepaid plate-based accounts, payment of toll bills, violation notices, and collections activities. |

Appendix C - Compensation

Pay By Mail Pricing (BASE CONTRACT)

| Pay Item | Description of Item | Unit | Volume ² (per month) | Unit Price | | % of Toll Collected | |
|----------|--|--|------------------------------------|-------------------------|--------------------------|----------------------------|------------------------|
| | | | | Proposed Price (USD) | Maximum Allowed (USD) | Proposed Percentage (%) | Maximum Allowed (%) |
| 1 | Transactions Paid from Pre-paid Balance (Plate-based Account) | Transaction | 0-150,000 | | | 18% | 25% |
| | | | 150,001-300,000 | | | 15% | 25% |
| | | | >300,000 | | | 10% | 25% |
| 2 | Paid First Video Bill (paid prior to issuance of 1st Notice of Non-Payment) | One Paid Bill (30 days of transactions) | 0-50,000 | \$ 0.54 | \$ 1.00 | 17% | 20% |
| | | | 50,001-75,000 | \$ 0.54 | \$ 1.00 | 17% | 20% |
| | | | > 75,000 | \$ 0.54 | \$ 1.00 | 17% | 20% |
| 3 | Paid 1st Notice of Non-Payment (paid prior to issuance of Violation Notice) | One Paid Notice (30 days of transactions) | 0-20,000 | \$ 2.50 | | 13% | 15% |
| | | | 20,001-40,000 | \$ 2.50 | | 13% | 15% |
| | | | > 40,000 | \$ 2.50 | | 13% | 15% |
| 4 | Paid Violation Notice | One Paid Notice (30 days of transactions) | 0-10,000 | \$ 5.60 | | 8% | 10% |
| | | | 10,001-20,000 | \$ 5.60 | | 8% | 10% |
| | | | >20,000 | \$ 5.60 | | 8% | 10% |
| 5 | Paid in Collections | Each Transaction Paid | 0-5,000 | \$ 3.52 | | 0% | 5% |
| | | | 5,001-10,000 | \$ 3.52 | | 0% | 5% |
| | | | >10,000 | \$ 3.52 | | 0% | 5% |
| 6 | Image Review ¹ | Transaction | 0-3,000,000 | \$ 0.03 | | | |
| | | | 3,000,001-4,000,000 | \$ 0.02 | | | |
| | | | >4,000,000 | \$ 0.02 | | | |
| 7 | Court Packets | Packet | 0-50 | \$ 20.00 | | | |
| | | | 51-150 | \$ 17.00 | | | |
| | | | >150 | \$ 15.00 | | | |
| 8 | Legal Support (Liaisons) | Per Liaison | As Needed | \$ 16,360.00 | | | |

NOTES:

A - Proposers should not make any changes to the format or structure of the spreadsheet.

B - Proposers are to fill in all green-shaded cells. Zero is an acceptable entry.

C - Each set of transactions on a bill or notice shall age together.

D - The Contractor shall only be paid for one of the pay items for each set of transactions. That is, once a set of transactions moves from the toll bill to the 1st Notice of Non-Payment, the unit prices in rows 21-23 are used to determine payment. The unit prices in rows 13-15 no longer apply to this set of transactions. Transactions shall only be charged once, according to the phase in which the transaction was paid.

E - ²The unit price shall be determined by the unit price listed next to the total number of units that occurred in the calendar month.

F - The prices above should include all costs for performance of all aspects of the Scope of Services, except Section 2.6 (Image Processing) and any costs associated with performing any required data migration.

G - ¹Image Processing (Review) is an optional service. The cost of reviewing all images associated with one transaction, including non-revenue transactions.

H - Data Migration will be treated as a negotiated change to the contract.

I - Court packet pricing will only apply when an Authority does not need the services of Court Liaisons but only needs the packages prepared.

J - Legal Support pricing should include all costs of the Liaisons, any support staff necessary, and the preparation of the court packages and all other functions necessary for the legal support.

Appendix C - Compensation

Pay By Mail Pricing (INCENTIVE)

Contract amendment pricing and incentives effective following amendment execution

| INCENTIVE METRICS | |
|---|------------|
| Metric | Target |
| A. Collection / liquidation percentage within 30 days of invoicing | ≥ 31% |
| B. Average customer satisfaction score (for customer service call survey responses) | 96.50% |
| C. Average speed of answer (for customer and payment-related calls) | 45 seconds |
| D. Average hold time | 45 seconds |
| E. Average abandonment rate | 5% |
| <i>i. If metrics not met, no incentive payment earned</i> | |
| <i>No penalty for missing incentive target</i> | |

| INCENTIVE PAYMENT APPROACH | |
|--|------------|
| <i>Splits Cofiroute incentive into two incentive opportunities:</i> | |
| 1. Cofiroute receives 2% additional on paid first video bill rate on toll for achieving: | |
| A. Collection / liquidation percentage within 30 days of invoicing | ≥ 31% |
| B. Average customer satisfaction score (for customer service call survey responses) | 96.50% |
| C. Average speed of answer (for customer and payment-related calls) | 45 seconds |
| D. Average hold time | 45 seconds |
| E. Average abandonment rate | 5% |
| <i>i. Does not include previous month values into calculation of liquidation</i> | |
| <i>ii. New report generated to calculate liquidation based upon first TBN invoice date</i> | |
| 2. Cofiroute receives an additional 2% (total 4%) on paid first video bill rate on toll for achieving: | |
| A. A collection / liquidation percentage within 30 days of invoicing | ≥ 33% |
| <i>i. Does not include previous month values into calculation of liquidation</i> | |
| <i>ii. New report generated to calculate liquidation based upon first TBN invoice date</i> | |
| 3. Incentive payments to be made monthly in arrears via separate direct invoice. Calculated on all paid TBN for the previous month. | |

Appendix D - Change Order Rate Schedule

| Staff Position/Classification | Loaded Hourly Rate (2018) |
|-------------------------------|------------------------------|
| Database Administrator | \$ 89.29 |
| Manager, QA/QC | \$ 111.47 |
| QA/QC | \$ 54.60 |
| Network Administrator | \$ 77.22 |
| Project Manager | \$ 163.65 |
| Software Architect | \$ 134.47 |
| Software Development Engineer | \$ 118.29 |
| Software Development Manager | \$ 139.15 |
| Software Programmer I | \$ 68.96 |
| Software Programmer II | \$ 62.06 |
| System Administrator | \$ 78.47 |
| System Analyst | \$ 82.34 |
| Technology Manager | \$ 124.13 |
| Training Manager | \$ 83.27 |
| CSC Manager / Supervisor | \$ 67.24 |
| Finance Manager | \$ 116.33 |
| Finance Clerk | \$ 38.77 |

Appendix E

Key Personnel

Project Principal

Project Manager

Quality Assurance Manager

Software Technical Maintenance Manager

Software Development

Appendix F— List of Acronyms/Terms

| Term | Definition |
|----------------|---|
| Authority | Central Texas Regional Toll Mobility Authority (CTRMA) |
| ATC | Alternative Technical Concept |
| AVI | Automatic Vehicle Identification is the radio frequency system that identifies vehicles using transponders as they pass fixed antennas or readers to automatically charge the toll to the Customer. |
| BOPP | Business Opportunity Program and Policy |
| BOS | Back Office System is the toll processing system that contains the Host, Image Review, Customer Service and Violations Processing subsystems. |
| Business Rules | Rules that define the business and are intended to assert business structure to control the behavior of the business. |
| Contractor | The prime contractor resulting from this Request for Proposal |
| CRM | Customer Relationship Management |
| CSC | Customer Service Center |
| CSR | Customer Service Representative is a person that interacts with Mobility Authority Customers on its behalf. |
| DBE | Disadvantaged Business Enterprises |
| Deliverables | Documents provided by the Contractor as part of the agreed to contract terms. |
| DMV | Department of Motor Vehicles is the Texas state agency that provides vehicle registration information to the Mobility Authority. |
| ETC | Electronic Toll Collection is a means of toll revenue collection which uses AVI technology to automatically charge the toll to the Customer. |
| FIFO | First in, First Out describes the order in which payments are applied to outstanding transactions. |
| GAAP | Generally Accepted Accounting Principles |
| ICD | Interface Control Document describes the technology, format, frequency, and processing requirements for data exchanged between systems. |
| IFRS | International Financial Reporting Standards |
| IOP | Interoperability |
| ISMS | Information Security Management System |
| ISO | International Organization for Standardization |
| KPI | Key Performance Indicator |
| Notice | Violation notification document provided to the roadway violators |
| OCR | Optical Character Recognition |
| PBM | Pay By Mail |

| | |
|-------------|--|
| PCI-DSS | Payment Card Industry Data Security Standard |
| Proposal | A Proposer's response to this RFP |
| Proposer | Any of the pre-qualified firms submitting a proposal |
| RFP | Request for Proposal |
| SOC | Service Organization Control |
| SLA | Service Level Agreement |
| Transaction | An event that occurs when a vehicle travels through a tolling location where the event may or may not be associated with a transponder read. Refers to both a transponder or Video transaction. |
| Transponder | A device placed on or within a motor vehicle that capable of transmitting or receiving information used to assess or collect tolls that results in recognizable vehicle identification for tolling purposes. |
| SSAE | Statement on Standards for Attestation Engagements |
| Violation | A video transaction that does not match to a Transponder account and remains unpaid after initial invoicing. |
| VTR | Vehicle Titles & Registration, a division of the Texas Department of Transportation |