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

RESOLUTION NO. 25-070

APPROVAL OF AGREEMENT
FOR VIDEO TOLLING, PAYMENT PROCESSING, COLLECTIONS, ENFORCEMENT SUPPORT, AND CUSTOMER SERVICES WITH NEOLOGY, LLC

WHEREAS, in anticipation of the expiration of the Mobility Authority's current agreement with Cofiroute USA, LLC (now known as ViaPlus by VINCI Highways or "ViaPlus"), on May 1, 2024, the Mobility Authority issued a request for qualifications from firms interested in providing video tolling, payment processing, collections, enforcement support and customer services to the Mobility Authority with a deadline to submit responses by June 28, 2024; and

WHEREAS, the Mobility Authority received eleven (11) responses by the deadline which were evaluated and ranked in accordance with the terms of the request for qualifications; and

WHEREAS, by Resolution No. 24-060, dated September 25, 2024, the Board of Directors authorized and directed the Executive Director to issue a request for proposals to a shortlist of six (6) firms determined to be the most highly qualified based on the evaluation of the responses to the request for qualifications; and

WHEREAS, pursuant to the Board of Directors' direction, the Mobility Authority issued a request for proposals to the shortlisted firms on March 19, 2025; and

WHEREAS, the Mobility Authority received five (5) responses to the request for proposals on June, 2025; and

WHEREAS, the Mobility Authority evaluated the responses in accordance with the terms of the request for proposals and then conducted interviews with each of the five eligible firms from July through August 2025; and

WHEREAS, following the conclusion of the interview process, Mobility Authority staff determined it was in the best interest of the Mobility Authority to request Best and Final Offers ("BAFOs") from all five firms who responded to the request for proposals; and

WHEREAS, the Mobility Authority issued a request for BAFOs on September 4, 2025, and received responses from each of the five eligible firms on September 18, 2025; and

WHEREAS, following evaluation of the responses to the BAFO, the Executive Director recommended that Neology, LLC be selected to provide video tolling, payment processing, collections, enforcement support and customer services to the Mobility Authority; and

WHEREAS, by Resolution No. 25-060, dated October 29, 2025, the Board of Directors approved the selection of Neology, LLC to provide video tolling, payment processing, collections, enforcement support and customer services to the Mobility Authority and authorized the Executive Director to negotiate an agreement with Neology, LLC; and

WHEREAS, the Executive Director and Neology, LLC have prepared a proposed agreement; and

WHEREAS, the proposed agreement is attached hereto as <u>Exhibit A</u> and sets forth the Scope of Services, Compensation and other terms.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts and approves the agreement in substantially the form attached hereto as <u>Exhibit A</u>; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute the agreement with Neology, LLC on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December 2025.

Submitted and reviewed by: Approved:

James M. Bass   Robert W. Jenkins, Jr.
Executive Director   Chairman, Board of Directors

Exhibit A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

AGREEMENT FOR

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

APPENDICES:

APPENDIX A — Scope of Services
APPENDIX B — Key Performance Indicators / Service Level Agreements
APPENDIX C — [Not Used]
APPENDIX D — Work Authorization Rate Schedule
APPENDIX E — Key Personnel
APPENDIX F — Contractor's Proposal
APPENDIX G — [Not Used]
APPENDIX H— Form of Performance Bond
APPENDIX I — Form of Revenue Loss Surety Bond
APPENDIX J — Form of Payment Bond
APPENDIX K — Form of Work Authorization

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

This Agreement for Pay By Mail, Violations Processing, Collections, and Customer Services (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 Neology, Inc. ("Neology" or the "Contractor") to be effective as of the [__] day of December, 2025 (the "Effective Date") with respect to Pay By Mail processing, collections, and customer services to be performed by Neology, as an independent contractor for the CTRMA, and, potentially, other toll authorities.

WITNESSETH:

WHEREAS, pursuant to that certain Request for Proposals dated March 19, 2025 (the "RFP"), the CTRMA sought to identify and obtain the services of a qualified firm to provide Pay By Mail, violation processing, collection, and customer services for the CTRMA, and, potentially, other toll authorities; and

WHEREAS, five (5) firms submitted responses setting forth their respective proposals for the work; and

WHEREAS, Neology was identified by the CTRMA as the best and most responsive proposer to provide the required services, and this Agreement has been negotiated and finalized between those parties whereby the services shall be provided by Neology as set forth herein;

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 CTRMA hereby retains the Contractor, as an independent contractor, and the Contractor agrees to provide services to the CTRMA, and possibly other toll authorities upon the terms and conditions provided in this Agreement. The scope of services (the "Services"), may 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 CTRMA; (3) using license plate information to obtain the registered vehicle owner information from the Vehicle Titles and Registration (VTR) Division of Texas Department of Motor Vehicles 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) providing full reporting and auditable data detailing the amount of PBM transactions, actual collections, outstanding amounts of revenue due, account payment status, and other information requested by CTRMA, with such reporting to occur at intervals and in the format specified by CTRMA; (10) assuring that its systems (and those of its subcontractors) maintain compliance with industry standard financial, security, quality and software process standards, as outlined in the Contractor's proposal in Appendix F; (11) administer a CTRMA branded transponder; (12) assist with efforts to pursue toll violators under a civil litigation program, in the event such a program is implemented by the CTRMA; and (13) providing additional Services as requested at the rates outlined in Appendix D. The foregoing items, however, are considered to be part of the Services whether or not they are more fully described in Appendix A.

The Contractor acknowledges and agrees that the Services provided for herein will be provided to CTRMA and may also be provided for the benefit of other toll authorities through agreements between CTRMA and the other entities. All terms related to the performance of the Services hereunder to CTRMA shall apply equally to Services provided to other toll authorities, and CTRMA shall have the right, without objection from Contractor, to seek performance hereunder and enforce the terms of this Agreement on its own behalf and on behalf of any other entities receiving the Services provided for herein.

The 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 CTRMA 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 agreements (KP1s/SLAs) contained in Appendix B.

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ARTICLE 2
COMPENSATION AND WORK AUTHORIZATIONS

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

a.   **COMPENSATION.** A not to exceed amount for this Agreement will be established by the CTRMA Board of Directors in the CTRMA annual operating budget. In no event will the not to exceed amount for a given year be exceeded without prior approval by the CTRMA Board of Directors. No compensation shall be paid for work performed that is not authorized by the CTRMA Executive Director in a written Work Authorization, as described below.

b.   **COMMENCEMENT OF WORK.** Contractor shall not proceed with any Services until a Work Authorization has been issued pursuant to section 2.c below.

c.   **WORK AUTHORIZATIONS**. Each activity, task, or project related to the Services shall be performed pursuant to a separate Work Authorization, signed by the CTRMA and the Contractor. Work shall be performed in accordance with the scope, schedule, and budget set forth in said Work Authorization. The standard form of Work Authorization is attached hereto as Appendix K and made a part hereof. The standard form of Work Authorization may be modified during the term of this Agreement at the direction of the CTRMA or as agreed to by the Parties. No amendment of this Agreement is required if the standard form of Work Authorization is amended.

Upon written (including emailed) request from the CTRMA, the Contractor shall prepare a Work Authorization for a specific task or project, to be submitted for the CTRMA's approval. A proposed Work Authorization must be submitted within thirty (30) days of receipt of the written (or emailed) request. No work shall begin on the activity until the Work Authorization is approved by the CTRMA's Executive Director and is fully executed. The basis for payment on each Work Authorization will be stated in the Work Authorization as either (i) a lump sum, which may be paid in multiple milestone payments, or (ii) using the prices shown in Appendix D. As applicable, a maximum "not-to-exceed" amount for the work will be identified in the Work Authorization, and in no event will the maximum be exceeded without prior approval by the CTRMA Executive Director.

The assignment and authorization of work, if any, shall be at the sole discretion of the CTRMA.

d.   **ADJUSTMENT OF PRICES.** The prices identified in Appendix D as being subject to this section 2.d may be adjusted annually, effective on each anniversary of the Effective Date upon approval by the CTRMA Executive Director. The adjustment shall be based on the percentage change, if any, in the Consumer Price Index for All Urban Consumers (CPI-U) for the Austin, Texas metropolitan area ("all items"), as published by the U.S. Department of Labor, Bureau of Labor Statistics. Notwithstanding the foregoing, in no event shall the annual adjustment result in an increase of more than five percent (5%) over the prices in effect for the immediately preceding year.

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

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

g.   **WITHHOLDING PAYMENTS.** The CTRMA reserves the right to withhold payment or payments, in whole or in part, for nonconforming Services work or deliverables or Services or work not completed in accordance with this Contract or the Project Schedule requirements of the RFP. The value of such Services, work action, duty or any part thereof will be determined by the CTRMA and deducted from any invoice claiming such items for payment. Payment for the non-conforming or incomplete work will be withheld by the CTRMA from any submitted invoice until such time as the Services, work or deliverable is corrected or completed. If any aspect of the Services, work or deliverables fails, in whole or in part, to pass any test required under the Scope of Services, the CTRMA may withhold approval of and any associated payments due therefor until the completion of any and all corrective action and the successful completion of any and all retests. In the event of any re-testing, Contractor shall pay for (a) the costs of CTRMA employees to participate in and to attend each re-testing, including, but not limited to, travel, meals and lodging (but not the cost of any of the CTRMA's employee salary); (b) the consulting fees and the costs of the CTRMA's consultants to participate in and to attend, including, but not limited to, travel, meals and lodging; and (c) all of Contractor's costs and fees. Contractor shall make payment to the CTRMA for these costs and expenses within thirty (30) Days of the date of the invoice from the CTRMA listing such costs and expenses.

h.   **PAYMENT NOT ACCEPTANCE.** Payment or use of any Services or work or portions thereof by the CTRMA shall not constitute an acceptance of any Services or work not performed in accordance with this Contract, nor shall payment waive any preceding or then-existing breach or default hereof by Contractor of any term, covenant or condition of this Contract. Additionally, payment shall not extend or affect (a) any time within which the Contractor is required to perform any obligation; or (b) any other notice or demand.

ARTICLE 3
TIME OF PERFORMANCE

It is understood and agreed that the initial term of this Agreement shall be a maximum of seven (7) years, commencing on the Effective Date and concluding on December, [__] 2032 (the "Initial Term") subject to the earlier termination of this Agreement pursuant to Articles 4 or 5 below, or further extension upon agreement of both parties. There may be two (2) successive two (2) year renewal terms following the expiration of the Initial Term, each of which shall be subject to approval of the CTRMA Board of Directors.

In addition to any termination rights set forth in this Agreement, either party may elect not to extend the term of one or both of the renewal terms by providing ninety (90) days written notice to the other prior to the end of the then current term. Absent such notice or termination pursuant to other provisions of this Agreement, the renewal terms will automatically take effect.

a.   Time is of the essence with respect to the performance and completion of the Services to be furnished by the Contractor pursuant to Work Authorizations issued and which specify an agreed-upon completion or delivery date. If at any time during the contract term the Contractor cannot provide the requested Services within the time required by the CTRMA or for any other reason, the CTRMA reserves the unilateral right to procure the Services from any other source it deems capable of providing those Services and in a manner it deems appropriate, in

addition to any other rights that CTRMA may have. The Contractor shall not be eligible to perform any work removed from it as a result of the Contractor's non-performance.

b.   **DELAYS IN COMPLETING SERVICES.** It is critical to the financial stability of the CTRMA and essential for the convenience of the traveling public that the performance of Services is carried out in accordance with the schedules set forth in any Work Authorization. Damages for failure to meet a schedule deadline are difficult to estimate, and therefore shall result in liquidated damages being assessed by the CTRMA, unless the failure to meet a schedule deadline is due to a Force Majeure Event or specific time extensions have been requested by the Contractor and approved by the CTRMA.

Liquidated damages shall be at a rate specified in the applicable Work Authorization. The CTRMA reserves the right to deduct the amount of liquidated damages from any funds due the Contractor. If retained funds or other funds due to the Contractor are not sufficient to cover the liquidated damages, the Contractor, or surety (as set forth in Article 8) shall promptly pay the amount due. Nothing herein shall preclude the delay in performance from being an event providing for notice and possible termination under Article 4.

c.   **CTRMA DELAYS**. If CTRMA or the CTRMA's third-party contractors' action, inaction or failure to perform prevents or delays the Contractor in performing its Services, the Contractor may be eligible for an equitable adjustment in the Project Schedule. The parties will negotiate in good faith to determine the appropriate equitable adjustments to the Project Schedule and upon agreement may amend the Work Authorization documenting the adjustments. Any extension of time granted pursuant to this shall be the sole remedy which may be provided by the CTRMA. The Contractor shall not be entitled to additional compensation from the CTRMA or mitigation of liquidated damages. Failure to timely submit a request for deviation from the Project Schedule constitutes waiver of an equitable adjustment.

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ARTICLE 4
TERMINATION FOR DEFAULT

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The Contractor shall furnish all Services in such a manner and at such times as this Agreement and subsequent Work Authorizations require. Except as provided below, should the Contractor at any time (a) not carry out its obligations under this Agreement or (b) not provide the Services in an expeditious and efficient manner and in full compliance with this Agreement, or (c) if the Contractor shall fail in any manner to discharge any other of its obligations under this Agreement, the CTRMA may terminate this Agreement, 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). Such termination shall not constitute a waiver or release by the CTRMA of any claims for damages, claims for additional costs incurred by the CTRMA 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 17 hereof.

Notwithstanding the foregoing, in the event that Contractor fails, in the sole discretion of CTRMA, to demonstrate operational readiness of local facilities (i.e., physical facilities required to meet operational requirements under this Agreement that are located in Travis or Williamson Counties) ninety (90) days prior to Go Live, as defined in and based on the Project Schedule as set forth in <u>Appendix A,</u> or as may be mutually agreed between the Parties; or fails to demonstrate the hiring and training of staffing necessary to meet the operational requirements and KPIs under this Agreement, CTRMA shall, in its sole discretion, have the right, acting in good faith, to terminate this Agreement after the CTRMA has given contractor no less than thirty (30) day prior written notice to Contractor and Contractor has, within such notice period, not cured the failure notified.

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<u>ARTICLE 5</u>
OPTIONAL TERMINATION

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

a. **GENERALLY**. The CTRMA has the right to terminate this Agreement at its reasonable option, at any time with or without cause, by providing at least six (6) months written notice of such intention to terminate pursuant to this <u>Article 5</u> hereof and by stating in said notice the optional termination date". The CTRMA may extend the optional termination date if necessary to ensure the orderly transition of Services and data. Upon such notice of the optional termination, the CTRMA shall enter into a settlement with the Contractor upon an equitable basis as determined by the CTRMA, 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 CTRMA in all events shall compensate the Contractor for any reasonable costs or expenses actually incurred and which are attributable to the exercise of the CTRMA's optional termination, including reasonable and actual costs related to developing a transition plan and providing data as provided for in <u>Article 6 </u>on an equitable basis as determined by the CTRMA 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 Services.

b. **NO FURTHER RIGHTS, ETC**. Termination of this Agreement and payment of an amount in settlement as described in this <u>Article 5</u> shall extinguish all rights, duties, obligations, and liabilities of the CTRMA 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 <u>Article 17</u>), 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 CTRMA shall terminate this Agreement as provided in this <u>Article 5</u>, 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 CTRMA shall not waive any right to damages incurred by reason of the Contractor's breach thereof. The Contractor shall not receive any compensation for Services performed by the Contractor after the optional termination date, and any such Services performed shall be at the sole risk and expense of the Contractor.

ARTICLE 6
TERMINATION, GENERALLY

If the CTRMA terminates this Agreement as provided in <u>Article 4</u>, no fees of any type, other than fees due and payable as of the termination date pursuant to <u>Article 2</u> hereof for work performed and acceptable to the CTRMA, shall thereafter be paid to or collected by the Contractor, and the CTRMA 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 <u>Article 2</u> hereof for all Services performed and expenses reimbursable in accordance with this Agreement.

The CTRMA'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 CTRMA by virtue of this Agreement or otherwise. Failure of the CTRMA 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 <u>Article 13</u> hereto, the Contractor shall update and implement the transition plan as required in <u>Appendix A</u>, 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 CTRMA may elect to suspend any portion of the Services of the Contractor hereunder, but not terminate this Agreement, by providing the Contractor with prior written notice to that effect. Thereafter, the suspended Services may be reinstated and resumed in full force and effect upon receipt from the CTRMA of written notice requesting same. If the suspension exceeds ninety (90) days, the Contractor shall be entitled to equitable adjustments in schedule and compensation for documented unavoidable expenses, excluding labor, directly related to Agreement. In the event the CTRMA elects to suspend the performance of the Services in their entirety for a period that exceeds ninety (90) days, Contractor shall be entitled to terminate the Agreement subject to <u>Appendix A</u>, Section 19.

Similarly, the CTRMA may expand, cancel (in whole or part), or otherwise modify any portion of the Services previously assigned or unassigned to the Contractor in accordance with this Agreement. In the event the Services are modified, the Parties shall agree to and execute a Work Authorization, if applicable, and Contractor's compensation shall be adjusted (up or down) based on the rates set forth in <u>Appendix D</u> 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 Services

specified in this Agreement as a result of any suspension or modifications occurring during the progress of any portion of the Services specified in this Agreement as a result of an suspension or modification of the Services or otherwise. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the CTRMA may decide. It is acknowledged, however, that permitting the Contractor to proceed to complete any 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 CTRMA or any of its rights herein.

ARTICLE 8
PERFORMANCE GUARANTY AND BOND REQUIREMENTS

a. **LOSS OF REVENUE.** Notwithstanding any other provision in this Agreement and whether or not the performance of the Services is in conformance with the requirements specified herein, in the event the CTRMA incurs a loss of revenue due to any action or inaction of the Contractor, the Contractor shall be obligated to make payment to the CTRMA of all lost revenue and other direct damages associated with the loss, including payments made to the CTRMA's third-party vendors or contractors. In the event that the CTRMA is unable to determine the amount of lost revenue because data is lost or otherwise unavailable, the Parties agree that lost revenue shall be based on historical figures maintained by the CTRMA. The CTRMA may offset lost revenue and associated damages by reducing the portion of the tolls and fees collected that the Contractor is entitled to retain on a weekly basis.

b. **NON-REVENUE DAMAGES**. In the event the CTRMA incurs damages due to any action or inaction of the Contractor for its failure to perform satisfactorily any obligation under this Agreement, and which are not subject to subsection 8.a. then the Contractor shall be obligated to make payment to the CTRMA for any costs incurred by the CTRMA to complete and/or correct the work for which the Contractor failed to perform. The CTRMA may offset costs incurred by the CTRMA by reducing the portion of the tolls and fees collected that the Contractor is entitled to retain. The maximum amount of payments Contractor is required to pay under this subsection 8.b. shall not exceed $10,000,000, with such amount being exclusive of any proceeds paid under Contractor's insurance policies or by the surety on any bonds required by this Agreement.

c. **PAYMENT AND PERFORMANCE BONDS.** The Contractor shall furnish the performance bonds and payment bonds described in this subsection 8.c. (collectively, the "Bonds") in the exact form set forth in the applicable appendix to this Agreement. The Bonds do not serve as the full extent of the Contractor's liabilities under this Agreement but are intended to secure the Contractor's obligations in providing the Services as well as to ensure adequate compensation for any loss of revenue incurred by the CTRMA under subsection 8.b.

    i. The Bonds shall be issued by a surety with an A.M. Best and Company rating level of A-minus (A-) or better, Class VIII or better, or as otherwise approved in writing by the CTRMA, in its sole discretion. If any bond previously provided becomes ineffective, or if the surety that provided the bond no longer meets the requirements hereof, the Contractor shall provide a replacement bond in the same form issued by a surety meeting the foregoing requirements, or other assurance satisfactory to the CTRMA in its sole discretion.

ii.　　　The Contractor shall provide and continuously maintain in place for the benefit of the CTRMA, a surety bond in the form of <u>Appendix I</u> (a "Revenue Loss Surety Bond") to ensure adequate compensation for any loss of revenue incurred by the CTRMA under <u>subsection 8.a.</u> The Revenue Loss Surety Bond shall each be in an amount equal to the amount of CTRMA PBM toll revenues for the immediate prior fiscal year average quarterly amount. At the conclusion of each fiscal year the Contractor shall provide a Revenue Loss Surety Bond reflecting any corresponding proportionate change in the amount CTRMA PBM toll revenues for the immediate prior fiscal year average quarterly amount. CTRMA will provide a detailed reconciliation of the revenue calculation upon request by the Contractor. The Contractor's obligation to maintain and provide the current Revenue Loss Surety Bond shall continue throughout the term of this Agreement, but the CTRMA will accept the Revenue Loss Surety Bond with a stated term of at least two (2) years with a statement set forth in the Revenue Loss Surety Bond that it shall be renewable annually in accordance with the surety's customary renewal practices.

iii.　　　Upon execution of this Agreement, the Contractor shall provide, and continuously maintain in place for the benefit of the CTRMA, (a) a performance bond in the form of <u>Appendix H</u> (with such modifications as the CTRMA approves in writing, in its sole discretion) (the "Performance Bond"), and (b) a Payment Bond in the form of <u>Appendix J</u> (with such modifications as the CTRMA approves in writing, in its sole discretion) (the "Payment Bond").

iv.　　　The Performance Bond and Payment Bond shall each be in an amount equal to 100% of the amount approved by the CTRMA Board of Directors for the Services provided under the Agreement in the CTRMA annual budget for that fiscal year. At the conclusion of each fiscal year the Contractor shall provide a Performance Bond and a Payment Bond or rider to the bond reflecting any corresponding proportionate change in the amount approved by the CTRMA Board of Directors for the Services provided under the Agreement in the CTRMA annual budget for the upcoming fiscal year.

v.　　　The Contractor's obligation to maintain and provide the current Performance Bond and Payment Bond with respect to the Services shall continue throughout the term of this Agreement. Provided that the Contractor has paid the CTRMA any applicable damages, compensation for revenue losses, and any other amounts that are payable to the CTRMA under this Agreement, the Performance Bond shall be released upon expiration of the term of this Agreement and after the satisfaction of all conditions required for completion of the Services. Upon expiration of the term of this Agreement, the CTRMA will release the Payment Bond (i) upon receipt of (A) evidence satisfactory to the CTRMA that all persons eligible to file a claim against the bond have been fully paid and (B) unconditional releases of liens and stop notices from all subcontractors who filed preliminary notice of a claim against the bond, or (ii) upon expiration of the statutory period for subcontractors to file a claim against the bond if no claims have been filed.

ARTICLE 9
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 CTRMA, to perform the Services with due and reasonable diligence to comply with the KPIs and SLAs customary of a firm providing similar services and enjoying a favorable 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 providing the 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. All persons, whether employees of the Contractor or of an approved subcontractor, providing the Services shall be fully licensed to the extent required by their professional discipline associations' codes or otherwise by law.

b. **REMOVAL OF PERSONNEL**. Any person performing Services who, as determined by the CTRMA in its sole discretion, is incompetent, by his/her conduct becomes detrimental, or providing work or services no longer needed to the provision of the Services shall, upon request of the CTRMA, immediately be removed from the Services. The Contractor shall furnish the CTRMA 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 CTRMA.

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 Services under this Agreement.

ARTICLE 10
KEY PERSONNEL

The Contractor acknowledges and agrees that the individual(s) identified in Appendix E attached hereto and incorporated herein, or in any subsequent Work Authorization 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 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 Services shall require the Contractor promptly to replace said individual with a person suitably qualified and otherwise acceptable to the CTRMA. Failure to do so within thirty (30) days of the event requiring replacement shall be an event of default under this Agreement.

The selection of the Contractor to provide the Services under this Agreement was based, in part, on the Key Personnel identified in Contractor's proposal. Because of the importance and unique nature of the Services to be provided by Key Personnel as identified in Appendix E it is impractical to calculate the actual losses that would be suffered by the CTRMA by the loss of Key Personnel from the Agreement. Therefore, the Contractor agrees to compensate the CTRMA for its losses by paying liquidated damages in the amount of $2,500 per day per Key Personnel position identified in Appendix E if any Key Personnel is removed by the Contractor without prior written approval from the CTRMA. Liquidated damages will accrue from the date the Contractor removes

the Key Personnel in <u>Appendix E</u> from the Agreement if the parties do not agree on a replacement within 21 calendar days after the Key Personnel are removed from the Agreement. If a replacement is agreed upon within that twenty-one (one) calendar day period, the liquidated damages will be waived. Liquidated damages shall cease until the parties agree on a substitute.

ARTICLE 11
BUSINESS OPPORTUNITY PROGRAM AND POLICY COMPLIANCE

Contractor acknowledges that the CTRMA has a Business Opportunity Program and Policy ("BOPP") with which it requires contractors to comply in connection with Disadvantaged Business Enterprises ("DBEs"). To the extent the Contractor utilizes subcontractors to provide the Services hereunder, Contractor agrees to comply with the BOPP and observe the guidelines set forth therein. Contractor shall provide annual reporting to the CTRMA (beginning one (1) year from the Effective Date) regarding its utilization of DBEs and the manner in which such utilization complies with, or deviates from, Contractor's commitment to DBE utilization as reflected in its response to the RFP attached as <u>Appendix F</u>.

ARTICLE 12
PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS

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

ARTICLE 13
OWNERSHIP OF REPORTS AND WORK PRODUCT

Ownership of reports and related materials prepared by Contractor (or any subcontractor) at the direction of the CTRMA 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 CTRMA's website and together with all materials and data furnished to it by the CTRMA, shall at all times be and remain the property of the CTRMA and, for a period of four (4) years from completion of the Services or such period as is required by Texas law, whichever is longer, if at any time demand be made by the CTRMA for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the CTRMA without delay. The CTRMA 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 Services described in this Agreement or (b) the termination of

this Agreement, at which time the Contractor shall deliver to the CTRMA 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 Services, it shall secure the prior written approval of the CTRMA. 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.　　**S**EPARATE **A**SSIGNMENT. If for any reason the agreement of the CTRMA and the Contractor set forth in subsection 13.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 CTRMA 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 CTRMA hereby acknowledges, however, that all documents and other work product provided by the Contractor to the CTRMA and resulting from the 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 CTRMA 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 CTRMA.

c.　　**D**EVELOPMENT OF **C**ONTRACTOR **W**ORK **P**RODUCT. The CTRMA 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.　　**O**WNERSHIP OF **M**ATERIALS, **S**OFTWARE AND **L**ICENSES. The CTRMA 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 CTRMA 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 Services to the CTRMA pursuant to this Agreement.

i.　　The provisions of this subsection 13.d. shall be without prejudice to, and shall not interfere with the CTRMA's Ownership of Reports as provided for under the subsection 13.a to 13.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 CTRMA a nonexclusive, non-transferable license to use the Software for such purposes and to the extent necessary to enable the CTRMA to receive the Contractor's 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 the license referred to in this sub-clause (iii) shall be extended for the limited purposes and term that may be necessary to give effect to any post termination or post expiry transition related obligations expressly undertaken by the Contractor under this Agreement, such that Contractor's Services shall remain continuous and uninterrupted for the duration of any post termination or post expiry transition period under this Agreement, with Contractor providing the CTRMA with all permissions and licenses necessary to enable the CTRMA to receive Contractor's Services throughout any such transition period, including permissions and licenses necessary for use of any third-party software implemented by Contractor under this Agreement.

iv.   The CTRMA shall have no right to access or use the source code of the Software.

v.   The CTRMA 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 CTRMA 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 Services to the CTRMA, including any software owned or provided by the Contractor or by a sub-consultant of the Contractor.

ARTICLE 14
SUBCONTRACTING OF WORK

All subcontracts shall be consistent with the terms and provisions of this Agreement. The Contractor or CTRMA may request removal of a subcontractor. Prior to replacing a subcontractor that is part of the Contractor's original team, the Contractor shall (a) notify the CTRMA in writing of the selection of such subcontractor; and (b) furnish to the CTRMA all information reasonably requested by the CTRMA with respect to Contractor's selection criteria. The proposed subcontractor shall be subject to the CTRMA approval not to be unreasonably withheld.

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 CTRMA. Responsibility for sublet, assigned or transferred work shall remain in all instances with the Contractor.

In addition to the legal obligations and requirements under Article 16, the Contractor shall pay all subcontractors under such agreements in accordance with the federal minimum wage under (29 U.S.C. Section 206), and with Section 2251.022 of the Texas Government Code.

ARTICLE 15
APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS

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

a. **WITNESS**. If requested by the CTRMA or on its behalf, the Contractor shall use its best efforts to help CTRMA prepare such exhibits as may be requested for all hearings and trials related to any of the Services provided under this Agreement.

b. **MEETINGS**. At the request of the CTRMA, the Contractor shall provide appropriate personnel for conferences at its offices, or attend meetings and conferences at (a) the various offices of the CTRMA, (b) the offices of the CTRMA'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 CTRMA will issue a Work Authorization, pursuant to Article 2 hereto, to cover such services.

ARTICLE 16
COMPLIANCE WITH LAWS AND CTRMA 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, intellectual property 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 CTRMA'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 CTRMA'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 CTRMA with satisfactory proof of compliance with said laws, statutes, ordinances, rules, regulations, codes, orders, and decrees above specified.

As part of their operations, CTRMA, and other toll authorities to whom services may be provided collect and maintain information about individuals (including toll customers, vehicle owners, and employees) that may include data such as a person's Social Security number, driver's license number, license-plate number, geolocation or travel data, bank account or credit card information, health information, employment-related information, or login and password credentials, and all such data pertaining to individuals, whether or not specifically listed, being "Personal Information". As part of its performance of the 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, and other toll authorities to whom services may be provided (collectively with Personal Information, "Toll Authority Information"). Contractor therefore agrees that:

a.   Contractor is responsible for the security of Toll Authority Information that it receives or accesses in performing Services, and Contractor shall at all times maintain appropriate information-security measures with respect to Toll Authority 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 Toll Authority Information in its possession, custody, or control, or to which it has access, to protect against unauthorized access or use of such Toll Authority Information. At a minimum, such safeguards shall be consistent with generally-recognized best practices for information security in the handling of similar types of data. Without limiting the foregoing, Contractor must appropriately and effectively encrypt Toll Authority Information (i) transmitted over the internet, other public networks, or wireless networks, and (ii) stored on laptops, tablets, or any other removable or portable media or devices.

c.   Contractor must identify to the CTRMA all subcontractors, consultants, and other persons who may have access to Toll Authority Information in connection with the Services. Contractor must restrict the Toll Authority Information to which a given employee or approved subcontractor has access to only that Toll Authority 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 Services.

d.   Before granting access to Toll Authority 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 Toll Authority Information).

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

f.   Contractor may use Toll Authority Information only for performing the Services, and Contractor must ensure that its employees and approved subcontractor are restricted from any use of Toll Authority Information other than for such purpose.

g.   Except to the extent otherwise expressly permitted, Contractor may not disclose Toll Authority 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 Toll Authority Information (i) in the possession, custody, or control of Contractor, its employees, its subcontractors, or any third-

party 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 Toll Authority Information is no longer needed for the performance of 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 Toll Authority Information in Contractor's possession, custody, or control (including Toll Authority Information in the possession, custody, or control of any of Contractor's subcontractors or consultants).

m.   With respect to all Toll Authority 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 17
CTRMA INDEMNIFIED

THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE CTRMA 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 CTRMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONTRACTORS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE CTRMA OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE CTRMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONTRACTOR SHALL, NEVERTHELESS, INDEMNIFY THE CTRMA OR ANY OF THE INDEMNIFIED PARTIES FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONTRACTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUB CONSULTANTS, AND CONTRACTORS OR TO THEIR CONDUCT.

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

ARTICLE 18
CONFLICTS OF INTEREST

The Contractor represents and warrants to the CTRMA, 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 CTRMA, (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 CTRMA, Contractor shall comply with the CTRMA's conflict of interest policies and shall make disclosures as if it were one of the key personnel designated under such policies.

ARTICLE 19
INSURANCE

Prior to beginning the Services designated in this Agreement, the Contractor shall obtain and furnish certificates to the CTRMA 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 CTRMA 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. This policy shall not have a deductible in excess of $25,000 per occurrence. A "Waiver of Subrogation" in favor of the CTRMA 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 CTRMA 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 Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the CTRMA 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 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. **FIDELITY INSURANCE.** Covering any loss of funds or other property due to employee dishonesty, embezzlement, forgery, fraud, robbery, burglary and other criminal acts with a policy limit of at least $2,000,000.

   h. **TECHNOLOGY ERRORS AND OMISSIONS INSURANCE.** Including network security and privacy with a limit of $1,000,000 per occurrence / $2,000,000 aggregate.

   i. **GENERAL FOR ALL INSURANCE**. The Contractor shall promptly, upon execution of this Agreement, furnish certificates of insurance to the CTRMA 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 19.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 19.f., a rating by A. M. Best Company or similar rating service satisfactory to the CTRMA and/or its insurance consultant; and (c) otherwise acceptable to the CTRMA.

   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 19.b., c., d., e., f., g., and h. above, shall name the CTRMA as additional insureds and shall protect the CTRMA, 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 Services rendered under this Agreement. Applicable Certificates shall also indicate that the contractual liability assumed in Article 17, above, is included.

   The insurance carrier shall include in each of the insurance policies required under subsections 19.a., b., c., d., e., f., g., and h. 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 20
COORDINATION OF CONTRACT DOCUMENTS

The Proposal dated June 6, 2025, submitted by the Contractor in response to the RFP is attached hereto and incorporated herein as <u>Appendix F</u> for all purposes ("Proposal"). In the event of a conflict, the order of prevailing precedence shall be subsections 20.a -highest order to d-lowest order of precedence:

a. Any amendments to the Agreement.

b. The Agreement.

c. Appendices to the Agreement.

d. The Contractor's Proposal.

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

ARTICLE 21
MAINTENANCE OF, ACCESS TO, AND AUDIT OF RECORDS

a. <u>**RETENTION AND AUDIT OF RECORDS**</u>. Contractor shall maintain 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 CTRMA until four years after the date of the termination of this Agreement. Contractor shall notify the CTRMA where such records and documents are kept. If approved by the CTRMA, 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 CTRMA, at Contractor's offices in Austin, Texas, at all reasonable times, without charge, and shall allow the CTRMA or its representatives to make copies of such documents. The CTRMA 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%), the reasonable cost of the audit or review will be borne by Contractor.

Notwithstanding the foregoing, the Contractor shall comply with applicable Texas 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 CTRMA and shall provide the CTRMA with a copy of any audit of those books and records as provided herein or otherwise requested by the CTRMA.

b.   **PUBLIC RECORDS ACT**. Contractor acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the CTRMA's possession, including materials submitted by Contractor, are subject to the provisions of Chapter 552, Texas Government Code (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 CTRMA are clearly and prominently labeled "Trade Secret" or "Confidential" by Contractor, the CTRMA 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 CTRMA 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 CTRMA.

In the event of litigation concerning the disclosure of any material marked by Contractor as "Trade Secret" or "Confidential," the CTRMA'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 CTRMA 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 CTRMA in connection with any litigation, proceeding or request for disclosure, not initiated by the CTRMA, shall be reimbursed and paid by Contractor.

c.   **Compliance with Subchapter J of the Public Information Act**.   The requirements of Subchapter J of the Public Information Act may apply to this Agreement, and the Contractor agrees that the Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

Notwithstanding any other provision of the Agreement, within five (5) business days of a request by the CTRMA, the Contractor shall provide any records related to this Agreement that are in the custody or possession of the Contractor that are subject to a pending request for information received by the CTRMA.

Not later than 180 days following the completion of the term of this Agreement, or as specified in the succession plan upon the termination of the Agreement, the Contractor shall provide the CTRMA with all records related to this Agreement in the custody or possession of the Contractor. The cost of complying with this subsection 21.c. is not subject to reimbursement by the CTRMA.

ARTICLE 22
RELATIONSHIP BETWEEN THE PARTIES

Notwithstanding the anticipated collaboration between the parties hereto, or any other circumstances, the relationship between the CTRMA 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 CTRMA for any purpose. The Contractor shall have no authority to enter into any contract binding upon the CTRMA, or to create any obligation on behalf of the CTRMA. 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 CTRMA. 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 CTRMA or serves the CTRMA 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 CTRMA. 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 CTRMA whatsoever with respect to the liabilities, obligations or acts of the Contractor, its employees, subcontractors, successor, if applicable, or any other person or entity.

ARTICLE 23
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:**

>Neology, Inc.
>1917 Palomar Oaks Way, Ste 110
>Carlsbad, CA 92008
>Attn: Chief Executive Officer
>With a copy to: legal@neology.com

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 24
REPORTING OF SUBPOENAS, NOTICES, ETC.

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

ARTICLE 25
CTRMA'S ACTS

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

ARTICLE 26
LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of the CTRMA 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 CTRMA 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 Services. The CTRMA shall have no obligation to verify any information provided to the Contractor by the CTRMA or any other person or entity.

ARTICLE 27
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 28
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 29
COMPLETE AGREEMENT

This Agreement, including all Appendices attached hereto, sets forth the complete agreement between the parties with respect to the Services and supersedes all other agreements (oral or written) with respect thereto. Capitalized terms shall have the definitions provided herein. 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 CTRMA 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 30
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 CTRMA of the timely provision of the Services and will perform its obligations under this Agreement with all due and reasonable care.

ARTICLE 31
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 32
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 33
SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the CTRMA, 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, which shall not be unreasonably withheld.

ARTICLE 34
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 35
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 36
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 CTRMA, 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 CTRMA all damages which arise from said breach. The Contractor understands and acknowledges that the Contractor's responsibilities under Articles 13 and 17 of this Agreement shall continue in full force and effect after the Contractor's contractual relationship with the CTRMA ends for any reason.

ARTICLE 37
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 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 Performing Party giving of notice to the Nonperforming Party of its intent to terminate this Agreement.

In this Agreement, "Force Majeure Event" means any act, event, or condition not foreseeable (such as fires, interruption of utility services, floods, hurricanes, tornadoes, ice storms, and other natural disasters, explosions, war, terrorist act, riots, court orders, and governmental regulations) 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 38
CONTRACTOR 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 contract, 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 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.

[Remainder of Page Intentionally Left Blank]

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

CONTRACTOR: **NEOLOGY, INC.**

By: _____
          Name: Bradley Feldmann
          Title: Chief Executive Officer

CTRMA: **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

By: _____
          Name: James Bass
          Title: Executive Director

APPENDIX A
Scope of Services

1. OVERVIEW OF CTRMA TOLL FACILITIES

The following sections provide information regarding the Scope of Services for the Pay By Mail, Violations Processing, Collections and Customer Services Project.

a. BACKGROUND

Customer's traveling on Central Texas Regional Mobility Authority's (CTRMA) toll roads and express lanes have the option of signing up for an electronic toll transponder account with a participating Central United States Interoperable (CUSIOP) or Southeastern United States Interoperable (SEIOP) agency for automatic payment. Currently the following CUSIOP and SEIOP agency transponders are accepted on CTRMA toll facilities:

- CUSIOP Agencies
  - North Texas Tollway Authority (NTTA) Toll Tag
  - Harris County Toll Road Authority (HCTRA) EZ TAG[1]
  - Cameron County Regional Mobility Authority (CCRMA) Fuego Tag
  - Kansas Turnpike Authority (KTA) KTAG
  - Oklahoma Turnpike Authority (OTA) PikePass
  - E-470 Public Highway Authority (E-470) Express Toll
- SEIOP Agencies
  - Florida Turnpike (FTE) SunPass
  - Lee County (Leeway)

CUSIOP agencies also partner and integrate with 3rd party providers and fleet management companies (e.g. BancPass, Verra Mobility, PrePass, etc.) to provide individual and commercial customers with additional toll payment options.

Customers without a valid transponder or license plate associated with one of the participating CUSIOP or SEIOP agencies, or a Registered Plate Account with CTRMA, will receive a Pay By Mail invoice. Cameras above the toll lanes record the license plate of all vehicles, and the owner of the vehicle is sent an invoice once the plate is transcribed and matched with vehicle registration records.

Toll rates for Pay By Mail customers are 50 percent higher than electronic toll transponder rates due to additional processing costs. Pay By Mail bills related to out-of-state license plates are assessed an additional fee to cover the cost of retrieving non-Texas vehicle registration information.

Pay By Mail customers have 30 days from the bill date to pay their invoice in person, by mail, online, or over the phone.

Failure to pay a toll can result in additional fees and criminal charges against the registered owner of the vehicle. The stages of the Pay By Mail billing, noticing, and enforcement include the following:

1. Toll Bill Notice (TBN): tolls + processing fee

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[1] As of November 2024, the HCTRA back-office system is processing all Texas Department of Transportation (TxDOT) toll transactions, including TxTag, on TxDOT-operated toll roads in the Austin and Houston regions

2. 1st Notice of Non-Payment (1NP, 30 days past due) unpaid tolls + unpaid processing fees + 1NP fee
3. Second Notice of Non-Payment (2NP, 60 days past due) unpaid tolls + unpaid processing fees + unpaid 1NP fees + 2NP fee
4. Final Notice of Non-Payment (FNP, 90 days past due) unpaid tolls + unpaid processing fees + unpaid 1NP fees + unpaid 2NP fees + FNP fee
5. Legal Action: (per toll, after 120 + days of non-payment): subject to criminal misdemeanor charge + toll + court fees + special fine per unpaid toll per current state legislation.
6. Habitual Violator: One hundred unpaid tolls within a year may lead to a vehicle registration block, vehicle ban, as well as criminal misdemeanor charges and impoundment of the vehicle if the ban is violated.

b. CURRENT FACILITIES

CTRMA currently operates five (5) All-Electronic Tolling (AET) facilities and one (1) Express Lane (EL) facility in the Austin area, as shown in Figure 1.
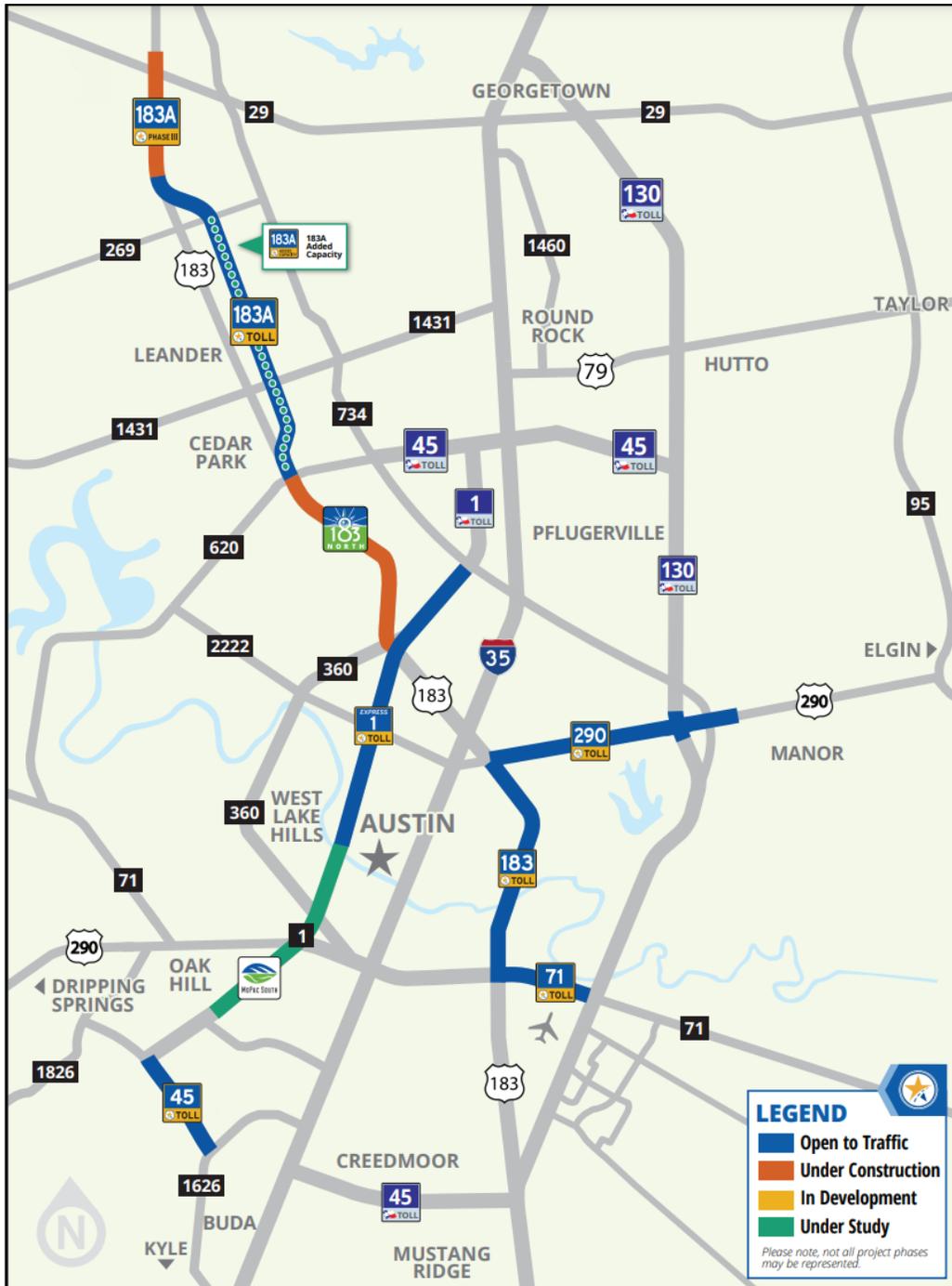
Figure 1: CTRMA Facility Map

i.   183A Toll

The 183A Toll is an 11.6-mile toll road extending from northwest Austin through Cedar Park and Leander in northwest Williamson County. The project consists of eleven (11) sites that provide open road tolling for both the northbound (NB) and southbound (SB) lanes and shoulders.

ii.   290 Toll

The 290 Toll is a 6.2-mile toll road that includes three tolled lanes and three non-tolled general-purpose lanes in each direction from US 183 to the east of Parmer Lane. The project consists of thirteen (13) sites that provide open road tolling for both the eastbound (EB) and westbound (WB) lanes and shoulders.

iii.   MoPac Express Lane

The MoPac Express Lane is an 11-mile stretch of MoPac between Parmer Lane and Cesar Chavez Street that is dynamically priced and located in the middle of the MoPac corridor, separated from the existing lanes. Drivers can access the MoPac Express Lane at Cesar Chavez Street, Far West Boulevard, RM 2222, or Parmer Lane. The project consists of four (4) sites that provide open road tolling for both the NB and SB lanes.

iv.   71 Toll Lane

The 71 Toll Lane project added a toll lane in each direction alongside SH 71, beginning at Presidential Boulevard at Austin-Bergstrom International Airport and extending east near SH 130. The project consists of four (4) sites that provide open road tolling for both the EB and WB lanes.

v.   45SW Toll

The 45SW Toll connects MoPac and FM 1626 in southern Travis and northern Hays County. The project consists of two (2) sites that provide open road tolling for both the EB and WB lanes and shoulders.

vi.   183 Toll

The 183S Toll is an 8-mile toll road from US 290 to SH 71 in east Austin. The project consists of eleven (11) sites that provide open road tolling for both the NB and SB lanes and shoulders.

c.   FUTURE FACILITIES

This section provides information about future CTRMA facilities.

i.   183A Phase III

Phase III of the 183A Toll extends the toll facility north from Hero Way to 1.1 miles north of SH 29. The 6.6-mile roadway extension will have two tolled lanes in each direction with an option to widen to three lanes in the future. The location of the proposed roadway shall be mostly within the median of the US 183 corridor. The project consists of ten (10) toll sites that provide open road tolling for both the NB and SB lanes and shoulders and is expected to open in the spring of 2025.

ii.   183 North Express Lanes

The 183 North Express Lanes include the construction of two variably priced express lanes in each direction along a 9-mile stretch of US 183 between SH 45/RM 620 and MoPac. The project

consists of five (5) toll sites that provide open road tolling for both the NB and SB lanes and shoulders. This project is expected to open in the summer of 2025.

d.   TRAFFIC INCIDENT AND MANAGEMENT CENTER (TIM CENTER)

The TIM Center is currently located at 104 North Lynnwood Trail in Cedar Park, Texas, and is staffed from 6:30 am to 8:30 pm during weekdays. The TIM Center has overall responsibility for toll operations and can override pricing and/or open managed lanes to general traffic in accordance with CTRMA. The TIM Center's operational responsibilities include the following:

1. Facilitate smooth traffic flow.
2. Actively monitor real-time traffic and incidents during peak hours.
3. Ensure trip building transactions are correct.
4. Provide monitoring and maintenance for roadside equipment.

2. SCOPE OF SERVICES

The scope of the Contract is to provide a Pay By Mail Back Office System (PBM BOS) and Customer Service Center (CSC) Operations necessary to support CTRMA's Pay By Mail (PBM) Program. The Contractor shall be responsible for all aspects of system design, testing, implementation, integration, training, and maintenance of the PBM BOS.

The Contractor shall provide the staff, equipment, facility, communication methods, payment channels, and operations management functions required to establish and manage the day-to-day operations of the CSC, support CTRMA's customers, and collect toll and fee revenue.

The scope of the PBM BOS, Violations Processing, and CSC Services Project includes the following, at a minimum:

1. PBM Transaction Processing
   a. PBM Account Management
   b. PBM correspondence including Toll Bills and Notices
   c. Pre- and Post-Paid License Plate-based Accounts
2. Transponder Account Management (Optional)
   a. Transponder fulfillment
   b. Customer Account Management
   c. Transponder account correspondence
   d. Payment processing
   e. Inventory Management
   f. Transponder (TVL) list management
   g. Website and IVR functionality to support transponder account management
   h. Reporting to support Transponder accounts
3. License Plate Image Review (Optional)
   a. OCR and Manual Image Review
   b. Miskey Corrections
4. Invoicing of PBM Tolls and Administrative Fees
   a. Registered Owner Look-up Services
   b. General Customer Correspondence
   c. Payment Processing
   d. Payment Plans
   e. Development and Maintenance of a Payment Portal/Website
5. Violation Processing
   a. Collection Agency Services
   b. Enhanced Enforcement Initiatives
   c. Court and Legal Action Support
6. CSC Operations
   a. Call Center Management and Staffing
   b. Customer Inquiries, Disputes and Complaints management
   c. Customer Satisfaction Initiatives
   d. Customer Relationship Management
   e. Management of Payment and Communication Channels
7. System/Data
   a. Data Analytics and Reporting
   b. Data Interfaces

    c. Data Migration
    d. System Configuration and Scalability
    e. System Security and Auditing
    f. Compliance and Quality

In addition, Project Management and Quality Assurance activities, including all design, testing, and implementation phases associated with the PBM BOS delivery and implementation, are required. More detailed requirements for these activities are described in later sections of this document.

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

1. Securing all infrastructure necessary to perform the Scope of Services, including office space, Information Technology (IT), Call Distribution Management (CDM), etc.
2. Securing necessary computer hardware, software, and required network.
3. Performing any development work necessary to meet CTRMA's requirements, including all interfaces.
4. Appropriate staffing.
5. Testing.
6. Data migration.
7. Security required to protect all physical and digital assets.
8. All other tasks necessary to begin operation and meet all Service Level Agreements (SLA) as defined in Appendix B and milestones in the project schedule.

All information contained herein is subject to change, and it is the Contractor's responsibility to confirm all information and requirements.

2.1 OVERVIEW OF CTRMA'S PBM TRANSACTION WORKFLOW LIFECYCLE

The transaction lifecycle for tolls and qualified trips that originate on CTRMA-operated toll road and express lane facilities are generally processed in the following manner.

The transaction lifecycle is initiated by CTRMA's Electronic Toll Collection System (ETCS) upon vehicle detection and includes capturing transponder data (if available), front and/or rear license plate images, and essential transactional data such as the transaction date/time stamp, vehicle class (2 or greater axles), location (facility, plaza, lane), image file links, license plate information using ALPR and manual image review, and other transactional toll rate assignment, and data integrity verification (duplicates, malformed transactions, processing exceptions).

Transactions processed by CTRMA's Data Platform System (DPS) are evaluated and determined to qualify for either transmission to the CUSIOP and SEIOP home agencies or CTRMA's PBM BOS. Eligibility for either path is based on CTRMA's DPS, CUSIOP/SEIOP, and PBM BOS business rules. In general, it is determined by the status of the assigned transponder and/or license plate number and state provided within CUSIOP/SEIOP Transponder (Tag) Validation Lists (TVL) and License Plate Validation List (LVL) files. The DPS prioritizes submission to CUSIOP/SEIOP and may resubmit to the CUSIOP/SEIOP home agencies if certain criteria are met (e.g. not posted or rejected and eligible based on interoperability business rules)

1. Transactions not submitted or submitted but not accepted (e.g. not posted, rejected) by CUSIOP/SEIOP, and not matched to any internal Qualified Veteran (QV) or exempt vehicle lists maintained within the DPS are then transmitted to the PBM BOS for further processing. From a transaction workflow perspective, the scope of this project begins upon receipt of the transaction and associated image data by the PBM BOS.

2. When the transaction and image data are received, the PBM BOS first completes data integrity / duplicate checks and then attempts to post the transaction to a prepaid or postpaid plate account maintained within the PBM BOS based on a matching license plate number.

3. If no eligible prepaid or postpaid license plate account exists, the PBM BOS attempts to obtain registered vehicle owner data by querying the Texas Department of Motor Vehicles (TxDMV) database(s) or a third party Out of State (OOS) database(s) based on the license plate number and state. The PBM BOS must send the initial notice to the address obtained from the TxDMV Registered Vehicle Owner (ROV) record. If the notice is returned as undeliverable, alternative methods (e.g. skip tracing) may be used for ROV lookups.

4. If successful in obtaining ROV information from TxDMV or OOS owner database, the PBM BOS then creates a new PBM account and posts the transaction. The PBM BOS then aggregates all transactions eligible for invoicing based on the billing period (e.g. 30 days) and generates and mails the TBN to the customer, including a processing fee in addition to the total toll balance for the current billing period. Customers that pay prior to issuance of the TBN are not assessed the processing fee, however this is not common. If the TBN is returned as undeliverable based on first attempting delivery to the address obtained from the TxDMV database, alternative methods (e.g. skip tracing) may be used for ROV lookups and subsequent delivery attempts.

5. If a customer does not make payment in full for the TBN balance before the payment due date as stated on the TBN, the PBM BOS then generates and mails a 1NP. An administrative fee is added to the invoice at the NNP stage. Again, the customer is given 30 days to pay the NNP in full.

6. Failure to comply with payment in full of the NNP in the allotted time results in an additional administrative fee. A 2NP is generated and mailed, and again, the customer is given 30 days to pay the 2NP in full.

7. If the customer fails to pay the 2NP within the allotted time, an additional administrative fee is added. At this time, the account / notice is eligible for collections processing.

8. Once the invoice is eligible for third party collections, a Collections Notice of Non-payment (CNP) is generated and mailed by the Collections firm on Collection agency letterhead. A bill will remain in active collections until one of the following occurs: the bill is paid; the customer enters a payment plan to pay the bill off over time; or the CTRMA initiates legal action for failure to pay toll.

9. A customer that has met the requirements for the Habitual Violator (HV) program may be determined to be eligible for HV status based on HV specific business rules (e.g. 100 unpaid transactions in a 365-day period and two required notices of non-payment sent). Once determined to be in HV status, CTRMA applies enforcement remedies including registration holds and prohibiting the driver from using CTRMA toll facilities. Prohibited customers that continue to drive on CTRMA facilities may be stopped and issued warnings by law enforcement and could have their vehicles impounded. The HV process is applied concurrently with ongoing PBM billing and collections efforts.

10. A customer may also be pre-selected for Court processing. CTRMA randomly selects customers for Pre-Court status based on pre-defined eligibility groups determined by the customer's total balance. Once selected for Pre-Court, the account history is thoroughly reviewed for Court eligibility. A Last Chance letter is mailed to the customer explaining they have 30 days to resolve their balance or CTRMA will refer their account to the appropriate county (Travis, Williamson, etc.) Justice Court. If the customer fails to act, CTRMA will select a transaction for filing with the Court and initiate the Court process. Depending on the specific procedures and systems used by each individual Court, Court processes may vary slightly in different jurisdictions.

2.2   SYSTEMS TO SUPPORT OPERATIONS

The Contractor shall own, lease, or otherwise have continual, guaranteed access to an automated system for collecting, organizing, processing and documenting violations and related collection activities as required by this Appendix A.

The Contractor shall provide all necessary hardware and software needed to include networking equipment and software, Call Distribution Management (CDM) equipment and software, as well as office equipment and software.

All data, documents, and images received and/or collected by the Contractor must be maintained in a secure environment. The Contractor must ensure that data elements are secure, and data privacy cannot be compromised. The Contractor shall maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS) as applicable. The Contractor shall advise CTRMA when updating its current Disaster Recovery Plans (DRP) for any/all systems where CTRMA's transactions will be processed. A copy of the DRP must be submitted to CTRMA at the contract's onset and whenever updates are made.

The Contractor shall provide a lockbox or similar secure operation for processing mail-in payments that is System Organization Controls (SOC) 2 Type II compliant. CTRMA's approval of the Contractor's chosen operation is required.

The Violation Processing and Collections systems shall segregate revenue received by revenue type (toll, fee), axle count, and the associated facility where the toll transactions originated. The Contractor must have the capability to expand their collection systems to accommodate volumes generated by current and future toll projects as defined in Section 2.5 PBM Capacity Requirements.

2.3 SYSTEM ENVIRONMENT REQUIREMENTS

All data must be stored in the contiguous United States.

The Contractor shall provide the necessary production, test, and development environments to deliver and maintain the PBM BOS for the duration of the contract. The table below describes the required environments.

Table 1: System Environment Requirements

Requirement ID	Requirement
SYS-REQ-1	All environments described herein shall remain separate and available for the life of the contract.
SYS-REQ-2	All environments shall comply with all required PCI DSS and SOC requirements including secure and confidential handling of all PII and payment processing data.
SYS-REQ-3	The PBM BOS shall include a production environment (e.g., real-time operation solution) that meets all required functionality and SLAs.
SYS-REQ-4	The PBM BOS shall include a reporting environment that allows for real-time analysis and reporting of production data.
SYS-REQ-5	The PBM BOS shall include a training environment with required and documented data to facilitate training classes and support CTRMA and CSC staff training needs.
SYS-REQ-6	The PBM BOS shall include a development environment for software changes and enhancements.
SYS-REQ-7	The PBM BOS shall include a test environment to support testing of software changes and enhancements, in addition to supporting integration testing with all 3rd party interfaces, as required.
SYS-REQ-8	The PBM BOS shall include a User Acceptance Test (UAT) environment to facilitate all user testing in order to demonstrate the system is ready for deployment and operations in a real-world environment.
SYS-REQ-9	The test environment shall support production level volumes and capacity to support testing of all functionalities throughout the life of the contract.
SYS-REQ-10	All PBM BOS environments shall remain current with all major releases of operating systems, databases, software, and firmware. Releases shall not be more than one (1) release behind the manufacturer's latest major release unless approved by CTRMA.

2.4 PBM BOS GENERAL SYSTEM REQUIREMENTS

The Contractor shall provide all functions for the delivery of a PBM BOS application in accordance with these general requirements.

The following table provides the PBM BOS functional requirements.

Table 2: PBM BOS General System Requirements

Requirement ID	Requirement
GEN-REQ-1	The PBM BOS shall include a browser-based standardized Graphical User Interface (GUI) across the application.
GEN-REQ-2	The PBM BOS shall include a fully redundant and scalable solution with disaster failover.
GEN-REQ-3	The PBM BOS shall support remote access users including required security and multi-factor authentication procedures in accordance with all applicable PCI and SOC requirements.
GEN-REQ-4	The PBM BOS shall include PCI and National Automated Clearing House Association (NACHA) compliant payment processing solution utilizing tokenization (e.g., credit card Primary Account Number [PAN] assignment, etc.).
GEN-REQ-5	The PBM BOS shall include configurable system parameters, attributes, and rule values (e.g., balance thresholds, account aging rules, other if/then workflow decision points).
GEN-REQ-6	The PBM BOS shall include configurable drop-down list values (e.g., reason codes, vehicle type, car make/ plazas, roads) and ensure values are consistent with CTRMA operational reporting needs and business rules.
GEN-REQ-7	The PBM BOS shall include user roles, access, permissions, and security settings (e.g., functions, drive accessibility, data, reports), as well as documentation of these roles.
GEN-REQ-8	The PBM BOS shall include the ability to customize, generate, and deliver ad hoc customer communication including marketing, alerts, and safety messaging via email, mail, and SMS texts.
GEN-REQ-9	The PBM BOS shall include the ability to hold, or pause, enable / disable, all PBM billing and aging functionality for a configurable period of time at all PBM billing and invoicing stages.
GEN-REQ-10	The PBM BOS shall include configurable parameters for all timing and duration-based variables, along with count, calculation, and rate-based parameters.
GEN-REQ-11	The PBM BOS shall include configurable operating hours and define "special event" windows, and have workflows modified accordingly.
GEN-REQ-12	The PBM BOS shall support new CTRMA toll facilities and acceptance of associated transactions and/or trips by configuration of additional facility, plaza, lane identifiers and associated toll rates.

Requirement ID	Requirement
GEN-REQ-13	The Contractor shall insure through the contract, agreement, or licensing that all data within the PBM BOS is owned in totality by CTRMA, and the cloud provider (if applicable) shall provide access to the PBM BOS and data at any time at CTRMA's request. This access shall not require approval by the Contractor. Alternatively, the Contractor can provide admin access to the data storage.
GEN-REQ-14	The Contractor shall ensure through the contract, agreement, or licensing that all data will be accessible for export by the Contractor or CTRMA on request. Alternatively, the Contractor can provide admin access to the data storage.

2.5 PBM BOS CAPACITY REQUIREMENTS

The PBM BOS capacity requirements are the minimum acceptable volumes, quantities, times, and limits of tolerances that the PBM BOS is expected to handle on a day-to-day, month-by-month, and/ or year-by-year basis. These quantities shall be used to scope the size of the PBM BOS capacity. All SLAs are independent of the capacity sizing requirements.

The following table provides the PBM BOS capacity requirements.

Table 3: PBM BOS Capacity Requirements

Requirement ID	Requirement
CAP-REQ-1	The PBM BOS shall include the capacity to process twice the anticipated volume of all roadways for the duration of the contract.
CAP-REQ-2	The PBM BOS shall clear all backlogs (e.g., transactions, payments, correspondence, processing jobs and batches) at a rate of one (1) day for every four (4) days of backlog.
CAP-REQ-3	The PBM BOS shall include the capacity to host up to five (5) million registered transponder and plate-based accounts.
CAP-REQ-4	The PBM BOS shall include the capacity to support up to 200 concurrent users with no degradation to performance.

2.6   DATA MANAGEMENT, SECURITY, AND AUDITING

The PBM BOS shall provide secure storage of all CTRMA customer data, including all Personally Identifiable Information (PII) and sensitive payment processing data.

The PBM BOS shall include user audit functionality for all system activity that is performed by the system automatically or initiated by a human user. A screen/report shall be provided that allows authorized users to understand the history of all changes made to an account, invoice, or toll/fee transaction and identify the user ID and source application (internal application, customer website, etc.) associated with these changes. System configuration changes shall be recorded along with the associated user ID.

The PBM BOS shall support the definition and application of role-based user privileges (e.g. system administrator, manager, lead, Customer Service Representative (CSR), enforcement, etc.)

The Contractor shall ensure staff is provided access to desktop software required to perform their job function, prevent installation of software that may create a security risk or affect/impair performance, and limit internet access to whitelisted websites.

Table 4: Data Management, Security and Auditing Requirements

Requirement ID	Requirement
SEC-REQ-1	The PBM BOS shall allow configurable archival and data retention parameters in compliance with CTRMA's Data Retention Policy.
SEC-REQ-2	The PBM BOS shall provide data, access, and security controls, such as: 1. Viewable workflow paths and the ability to see where in a workflow a transaction, trip, or account is in real-time 2. Transaction-level search, audit, reconciliation, tracking, and reporting (e.g., historical, lifecycle)
SEC-REQ-3	The PBM BOS shall include storage capacity to meet required SLAs based on CTRMA's Data Retention Policy..

Requirement ID	Requirement
SEC-REQ-4	The Contractor shall utilize website security best practices and methods such as: 1. Establishing web security standards for all web applications, services, and sites 2. Adhering to Web Content Accessibility Guidelines (WCAG) and Americans with Disabilities Act (ADA) standards. 3. Implementing a security method to ensure only human users can access the website (e.g. captcha) 4. Using Secure Sockets Layer (SSL) or Transport Layer Security (TLS) to encrypt the connection between a browser and a web server 5. Employing authentication and access control to ensure only authorized users can access the website and data 6. Requiring unique individual logins for all users 7. Encrypting sensitive data while in transit and at rest 8. Validating all inputs and sanitization of all outputs 9. Using web application security testing tools to secure and monitor web applications for threats and vulnerabilities 10. Protecting PII 11. Ensuring Merchant service operations complies with PCI and SOC best practices
SEC-REQ-5	The PBM BOS shall enable authorized users to deny/allow full access or allow read-only access based on user roles (e.g., specific menus, specific items on a drop-down list, specific individual screens).
SEC-REQ-6	The PBM BOS production environment shall be a fully redundant, fault-tolerant configuration of servers, storage, databases, and backup systems.
SEC-REQ-7	The Contractor shall disallow sharing or commingling CTRMA data with other Contractor projects and/or clients, with only CTRMA approved users having access to CTRMA data.
SEC-REQ-8	The Contractor shall arrange and perform an annual SOC 1 Type 2 audit for submission to CTRMA, including all vendors that access financial data. The Contractor shall address and correct any deficiencies discovered during the audit within six months of the related report date.
SEC-REQ-9	The PBM BOS shall meet the compliance of Level 1 PCI DSS, including external audits performed by a Qualified Security Assessor (QSA), quarterly network scans by an approved scanning vendor (ASV), annual penetration tests, and annual submission of a Report on Compliance (RoC) and Attestation of Compliance (AOC). All documentation required to validate PCI Compliance shall be submitted no later than September 1 annually and cover CTRMA's fiscal year period (July 1 through June 30).
SEC-REQ-10	The PBM BOS shall automatically identify all PANs within text strings and automatically mask the PAN. (e.g., ####-1234 or similar)

Requirement ID	Requirement
SEC-REQ-11	The PBM BOS shall allow real-time access to the PBM BOS database for ad-hoc queries, analysis, and data extraction by CTRMA. This may be a direct connection to production, or connection to an Online Analytical Processing (OLAP) copy updated in real or near-real time.
SEC-REQ-12	The final audited SOC 1 Type 2 Report must be delivered to CTRMA no later than May 31st of the then current year, covering the period of April 1 (of the prior year) through March 31 (of the current year). A bridge letter must be delivered to the CTRMA no later than June 30th of the then current year, covering the period April 1 (of the current year) through June 30 (of the current year), which will include a representation from Contractor about changes to the SOC 1 Type 2 controls, including information about changes in the design or effectiveness of the controls.

2.7 DATA INTERFACES

The PBM BOS shall include an interface for receiving and transmitting violation transaction information, for processing payments, and for reporting adjustments and uncollectible transactions to and from CTRMA's DPS.

CTRMA's DPS transmits fully formed transactions/trips to the PBM BOS and makes vehicle images available for the BOS to retrieve, for further processing including data format and duplicate validation, account posting, statement / invoicing generation, payment processing, collections, and enforcement.

Toll Transactions / Trips received by the PBM BOS from the DPS will include toll transaction data including the following:

- Facility
- Toll Plaza (entry and exit
- Lane
- Transaction time / date
- AVI (transponder) toll amount
- PBM (video) toll amount
- License plate number and state
- Prime image
- Image file name
- Vehicle Class (number of axles)

Based on CTRMA's current transaction processing workflow, image review processing and submission to eligible interoperable agencies are attempted prior to submission of transactions to the PBM BOS.

The Contractor shall also have the capacity to send and receive secure electronic messages (files, transactions, emails, texts, etc.) between itself and the CTRMA, the Collections system (if applicable), and law enforcement.

For transferring files to and from the CTRMA, the PBM BOS will utilize Secure File Transfer Protocol (SFTP) or secure Application Programming Interface (API).

The Contractor shall obtain electronic access to vehicle registration data from the State of Texas and all other available US states. Access to states other than Texas may include direct interfaces to the state DMV system or access via third party sources. All implementation and ongoing maintenance / usage costs and fees for Contractor managed interfaces shall be paid by the Contractor.

The following table describes the PBM BOS Data Interfaces technical requirements.

Table 5: Data Interfaces Technical Requirements

Requirement ID	Requirement
DIN-REQ-1	The PBM BOS shall implement all functionality.
DIN-REQ-2	The Contractor shall obtain and manage TxDMV data in a secure environment for use in ROV research and discount/enforcement management (QV Program). Any costs, including deposit/escrow, one time or recurring fees, will be the responsibility of the contractor. DMV data files include: 1. A weekly update file, a fixed-width file containing DMV/registration activity for the prior week. A complete dump of this database (30M+ records), called a Masterfile, may be required at project launch. This file contains ROV data that should be the primary method of establishing accounts/invoices. 2. A Special Plates file, a fixed-width file containing DMV/registration activity for all plates identified by the TxDMV as "specialty" license plates. This file has between one and two million records, and a new version is available for downloading and processing daily. This data is used to identify vehicles that need special handling in the Enforcement process. 3. An eTAG file, a fixed-width file containing vehicle info for "paper plates" issued by dealers to car buyers. This file has between 5 and 10 million records, available daily. This file also contains ROV data that should be the primary method of establishing accounts/invoices if the plate is not found in the main DMV dataset.
DIN-REQ-3	The Contractor shall obtain and manage TxDMV MVINet access, to allow Contractor employees to perform ROV research as needed.
DIN-REQ-4	The Contractor shall obtain, test, manage, and maintain an interface with TxDMV for the purpose of instituting and removing registration holds. Costs for setup and management of the interface, as well as ongoing costs for flagging and clearing holds, will be the responsibility of the Contractor.
DIN-REQ-5	The Contractor shall maintain a file system, accessible by CTRMA, containing all files processed (created or received) by the PBM BOS for a configurable period.
DIN-REQ-6	The Contractor shall document, build, test, and deploy interfaces with downstream Contractor managed 3rd parties / vendors, such as mail house or external collection agencies, and provide documentation of these efforts to CTRMA upon request.

Requirement ID	Requirement
DIN-REQ-7	The Contractor shall provide interface documentation, including interface control documents (ICDs) and integration test results, to CTRMA for all third-party interfaces. The Contractor will also notify CTRMA of all integration test sessions and allow CTRMA to attend such sessions.
DIN-REQ-8	The PBM BOS shall implement all functionality.
DIN-REQ-9	The Contractor shall ensure that file exchange parameters, including file size and scheduling, are configurable by authorized users
DIN-REQ-10	The Contractor shall implement a set of monitoring processes and procedures, including automatic alerts for unexpected system events such as file processing failures or internal job failures. All monitoring and alert information will be configurable to the extent practical, and CTRMA will have access to monitoring and alert information in real time. The Contractor shall implement/manage additional alerts as determined to be necessary and requested by CTRMA's through the life of the contract.
DIN-REQ-11	The PBM BOS shall perform a vehicle license plate check against the TxDMV for updated owner information based on a configurable interval.
DIN-REQ-12	Contractor shall obtain or contract with a 3rd party provider to obtain access to state DMV information to perform OOS ROV lookups for all 50 states.

2.8   PBM Billing Life Cycle and Invoice Processing

The Contractor shall maintain a relational database of PBM transactions including all transactional data received from the DPS, registered vehicle owner information, customer correspondence, account, invoice toll and fee balances, vehicle license plate data with data obtained from the DMV and other relevant sources to facilitate reporting on and reconciliation of transactions and funds. All data, of all types, shall be stored and eventually archived. No data shall be purged or erased.

The Contractor shall send toll bills and subsequent non-payment notices to identified vehicle owners for the purpose of collecting tolls and, if applicable, administrative fees.

The Contractor shall provide PBM and violation processing services, collection activities related to violations and the management of accounts receivables, support of Court and Habitual Violator enforcement remedies, and skip tracing services.

CTRMA requires that the first toll bill be sent to each PBM customer in the form of a single communication. The layout and design of the toll bill, notices, and other required Pay By Mail correspondence shall be reviewed and approved by the CTRMA through a collaborative design process with the PBM Contractor.

If multiple transactions exist for the applicable billing period, all transactions shall be aggregated and included in the toll bill and subsequent violation notices if the balance due is not fully resolved (paid or dismissed).

Once in the violation lifecycle, the system shall assign varying penalties depending on the duration of time and at what point the violation is finally adjudicated. When PBM customers do not pay a toll bill or non-payment notice by the required due date, an additional notice shall be generated with added non-payment fees. If a toll bill or notice is returned due to an invalid customer address and a new address is obtained, then the transactions included within the returned document shall restart the aging process and shall be mailed to the updated address.

The PBM toll bill/notices must carry appropriate language, approved by CTRMA, that communicates the exact meaning of all charges. At least one vehicle/violation image shall be included per license plate on the communication that has reached a violation status. In all situations, this toll bill/notice must meet, both in verbiage and delivery, the thirty-day notice of non-payment requirements of Section 370.177(c) of the Texas Transportation Code, as amended.

The toll bill and notices shall include language indicating that CTRMA reserves the right to take further action against egregious violators for non-payment, in accordance with Texas Transportation Code 372.106, which offers strong enforcement action for people chronically refusing to pay. This is known as the Habitual Violator statute which provides various remedies including the ability to block vehicle registration renewal.

The Contractor shall provide skip tracing services or an equal and approved method with documentation providing a description of when and how these services and methods are used.

All information obtained through skip tracing and other approved methods shall be provided to CTRMA upon request. Address and contact information may be requested from the Contractor by CTRMA when violation notices are sent and returned as undeliverable for any reason.

Each PBM toll bill/notice and other documents issued by the PBM BOS shall have a barcode associated with the document. The barcode shall be used to quickly archive and associate a document with a customer account. These documents and others received by the system in

relation to a specific account shall be saved in an electronic document management system. Once in the system a CSR shall be able to query a customer and see any document affiliated with a customer.

The Contractor shall maintain awareness and ensure technical and operational compliance with all applicable local, state, and federal legislation that impact CTRMA's PBM Program.

The following table provides the PBM billing life cycle and invoice processing requirements.

Table 6: PBM Billing Lifecycle and Invoice Processing Requirements

Requirement ID	Requirement
PBM-REQ-1	The PBM BOS shall have the ability to create, transmit, regenerate, cancel, and /or postpone correspondence by type.
PBM-REQ-2	The PBM BOS shall allow all correspondence to be created and resent upon demand.
PBM-REQ-3	The PBM BOS shall provide and maintain a history of all outgoing correspondence including the attempted method of delivery and the date of creation.
PBM-REQ-4	The PBM BOS shall utilize the United States Postal Service (USPS) Intelligent Mail Barcode (IMb) to allow for tracking the delivery of all mailed correspondence and record processing and/or scanned dates. USPS tracking history shall be recorded in the PBM BOS for handling disputes and in support of Court filings.
PBM-REQ-5	The PBM BOS shall allow configurable fees based on customer correspondence delivery methods (e.g., mail fee)
PBM-REQ-6	The PBM BOS shall allow an authorized user, or customer, to select and save preferred delivery methods based on correspondence types.
PBM-REQ-7	The PBM BOS shall include the ability to review individual or batched correspondence by type.
PBM-REQ-8	The PBM BOS shall have the ability to define a percentage of correspondence by type to require a manual quality review.
PBM-REQ-9	The PBM BOS shall assign a unique invoice ID for each TBN generated for each billing period and retain the same invoice ID for each subsequent invoice associated with each initial TBN billing period.

	March 1- 30th		April 1 - 30th		May 1 - 30		June 1 - 30	
Toll Bill	Invoice ID 1				Invoice ID 3			
	Txn 001 (3/1)	$1.00	Invoice ID 2		Txn 008 (5/1)	$1.00		
	Txn 002 (3/2)	$0.75	Txn 005 (4/1)	$0.75	Txn 009 (5/2)	$1.00	Invoice ID 4	
	Txn 003 (3/3)	$1.00	Txn 006 (4/2)	$0.50	Txn 010 (5/3)	$1.50	Txn 012	$0.50
	Txn 004 (3/4)	$0.50	Txn 007 (4/3)	$1.00	Txn 011 (5/4)	$0.75	Txn 013	$1.00
	TBN Fee	$1.00	TBN Fee	$1.00	TBN Fee	$1.00	TBN Fee	$1.00
	Invoice ID 1 Bal.	$4.25	Invoice ID 2 Bal.	$3.25	Invoice ID 3 Bal.	$5.25	Invoice ID 4 Bal.	$2.50
Notice of Non-Payment (NNP)			Invoice ID 1				Invoice ID 3	
			Txn 001 (3/1)	$1.00	Invoice ID 2		Txn 008 (5/1)	$1.00
			Txn 002 (3/2)	$0.75	Txn 005 (4/1)	$0.75	Txn 009 (5/2)	$1.00
			Txn 003 (3/3)	$1.00	Txn 006 (4/2)	$0.50	Txn 010 (5/3)	$1.50
			Txn 004 (3/4)	$0.50	Txn 007 (4/3)	$1.00	Txn 011 (5/4)	$0.75
			TBN Fee	$1.00	TBN Fee	$1.00	TBN Fee	$1.00
			NNP Fee	$14.00	NNP Fee	$14.00	NNP Fee	$14.00
			Invoice ID 1 Bal.	$18.25	Invoice ID 2 Bal.	$17.25	Invoice ID 3 Bal.	$19.25
2nd Notice of Non-Payment (2nd NNP)					Invoice ID 1			
					Txn 001 (3/1)	$1.00	Invoice ID 2	
					Txn 002 (3/2)	$0.75	Txn 005 (4/1)	$0.75
					Txn 003 (3/3)	$1.00	Txn 006 (4/2)	$0.50
					Txn 004 (3/4)	$0.50	Txn 007 (4/3)	$1.00
					TBN Fee	$1.00	TBN Fee	$1.00
					NNP Fee	$14.00	NNP Fee	$14.00
					2nd NNP Fee	$15.00	2nd NNP Fee	$15.00
Collections					Invoice ID 1 Bal.	$33.25	Invoice ID 2 Bal.	$32.25
Final Notice of Non-Payment (FNP)							Invoice ID 1	
							Txn 001 (3/1)	$1.00
							Txn 002 (3/2)	$0.75
							Txn 003 (3/3)	$1.00
							Txn 004 (3/4)	$0.50
							TBN Fee	$1.00
							NNP Fee	$14.00
							2nd NNP Fee	$15.00
							Final NNP Fee	$15.00
							Invoice ID 1 Bal.	48.25
Total Account Balance Due		$4.25		$21.50		$55.75		$102.25

Figure 2: Invoice Lifecycle example

Disclaimer – fees shown are for example purposes only and subject to change.

2.9 PBM ACCOUNT MANAGEMENT

Users with the appropriate privileges will have access to the accounts management system screens, menus, and functionality. The accounts management system will provide customer service and account management support to CTRMA CSRs and customers via multiple communication channels.

The following table provides the PBM account management requirements.

Table 7: PBM Account Management Requirements

Requirement ID	Requirement
AMG-REQ-1	The PBM BOS shall allow authorized users to add and edit customer account data, including demographics, contact information, vehicle(s), notes, and payment methods.
AMG-REQ-2	The PBM BOS shall maintain all account data history and changes.
AMG-REQ-3	The PBM BOS shall allow authorized users to manually pay, adjust, or dismiss, any portion of a transaction or fee.
AMG-REQ-4	The PBM BOS shall automatically apply payments received to the appropriate transaction(s) and fee(s).
AMG-REQ-5	The PBM BOS account history shall reflect all transactions, regardless of payment or status in the PBM lifecycle, including collections, Court, and HV.
AMG-REQ-6	The PBM BOS shall allow for the creation of accounts, either through automated process or by manual creation.
AMG-REQ-7	The PBM BOS shall allow all authorized users to merge PBM accounts, maintaining integrity of all historical account data.
AMG-REQ-8	The PBM BOS shall provide a tool, report, or system procedure to identify candidate accounts for possible account merge based on criteria such as the owner's name, address, and/or vehicle information.
AMG-REQ-9	The PBM BOS shall allow for selection of all North American states, provinces, territories, and districts for all applicable address and vehicle information fields.
AMG-REQ-10	The PBM BOS shall allow for multiple payment methods and assign a payment method hierarchy (e.g. primary, secondary, tertiary).
AMG-REQ-11	The PBM BOS shall allow authorized users to move or reassign a transaction, or group of transactions, from one PBM account to another PBM account.
AMG-REQ-12	The PBM BOS shall allow for selection of a reason code when performing adjustments, dismissals of a toll and/or fee.
AMG-REQ-13	The PBM BOS shall maintain the history of all account data changes, communications, notifications, contact history, and user activity.
AMG-REQ-14	The PBM BOS shall allow an authorized user to select and export transaction and/or trip history and associated vehicle images.

Requirement ID	Requirement
AMG-REQ-15	The PBM BOS shall include the capability to manually and automatically add or remove account flags based on configurable conditions, statuses, and events such as collections, Court, enforcement, bankruptcy.
AMG-REQ-16	The PBM BOS shall allow for the creation of a "Hot" or "Problem" list of license plates through authorized user manual entry or use of an imported list that are exempt from the PBM workflow.
AMG-REQ-17	The PBM BOS shall include the ability to attach incoming and outgoing documents and correspondence, either scanned hardcopies or electronic copies, to the appropriate PBM account.
AMG-REQ-18	The PBM BOS shall include the capability to acquire, store, and assign a primary mailing address, including DMV registered owner, DMV renewal recipient, and customer-provided billing address, in original and validated form (e.g., DMV, National Change of Address (NCOA), skip tracing).
AMG-REQ-19	The PBM BOS shall provide account statuses with configurable flags and parameters.

The PBM BOS shall provide access to account management services via multiple communication channels and methods based on the set of functionalities per the table below.

Table 8: PBM BOS Account Management Access Channels

Functions	Live CSR Assistance	Self-service Website	Self-service IVR	ChatBot
Authenticate User Information (e.g., log on or verify identity)	✓	✓	✓	✓
Add or Update Account Personal Contact Information (e.g., phone, email address)	✓	✓		✓
Make a Payment (e.g., standard violation, fees, one-time, or recurring)	✓	✓	✓	✓
Dispute a Transaction or Charge	✓	✓		✓
Search, View, Print, Request, or Download Violation Notice, Invoice, Statement, Document or Communication	✓	✓		✓
Request Call Back or Enter Virtual Hold			✓	✓
Reset Account Access or Password	✓	✓		✓
ADA Accessibility	✓	✓	✓	✓
View Collections Status	✓	✓	✓	✓
View Court Status	✓			
Check Account Balance or Recent Travel Activity (e.g., check one violation but see whole balance or activity)	✓	✓	✓	✓
Open Request for Refund or Toll Modification	✓	✓		✓
Open Request for Financial Hardship or Notify of Bankruptcy	✓			
Set up a payment plan	✓			
Obtain Contact, Traffic, Toll Rates, Operation Hours, or other General information or news		✓	✓	✓
Add or Update notification preferences	✓	✓		✓
Convert unregistered plate accounts to a Registered Plate Account	✓	✓		✓

2.10   PBM PLATE-BASED ACCOUNT PROGRAM

The PBM BOS shall support prepaid and postpaid license plate-based accounts. Pre/Postpaid accounts shall be established with license plate data obtained directly from the registered vehicle owner.

Prepaid and postpaid license plate accounts shall be charged a rate above the AVI toll rate.

If a customer maintains a prepaid balance on the account and an email address has been provided, the PBM BOS shall send the account statement electronically to the customer. If no email address is provided and/or the customer is a postpaid customer, the PBM BOS shall generate and mail the statement to the customer's billing address. If the customer is postpaid with an email address on file but fails to pay the account balance within a configurable period, then the PBM BOS shall mail the account statement to the customer's address.

CTRMA may choose at some point in the future to share a License Plate Validation (LVL) list containing all CTRMA prepaid and postpaid license plates with the DPS for further processing.

Table 9: Prepaid Plate Account Management Requirements

Requirement ID	Requirement
PRE-REQ-1	The PBM BOS shall allow users with the appropriate user roles/privileges to access Prepaid Registered Plate Accounts management system, including all screens/GUIs, menus, dashboards, reports, and related functionality, appropriate with role permissions.
PRE-REQ-2	The PBM BOS shall utilize address standardization for all Prepaid Registered Plate Accounts created via the PBM website (external) or PBM BOS (internal).
PRE-REQ-3	The PBM BOS shall perform email validation for all Prepaid Registered Plate Account customers before electronically transmitting correspondence (e.g. customer statements, notifications, reminders, etc.).
PRE-REQ-4	The PBM BOS shall require the account type, Individual or Commercial, for all Prepaid Plate accounts.
PRE-REQ-5	The PBM BOS shall allow the user to enter a business name for Prepaid Registered Plate Accounts designated as commercial.
PRE-REQ-6	The PBM BOS shall require a customer acknowledgement for the use of automatic payments associated with Prepaid Plate Accounts

Table 10: Postpaid Plate Account Management Requirements

Requirement ID	Requirement
POS-REQ-1	The PBM BOS shall allow users with the appropriate user roles/privileges to access Postpaid Registered Plate Accounts management system, including all screens/GUIs, menus, dashboards, reports, and related functionality, appropriate with role permissions.
POS-REQ-2	The PBM BOS shall utilize address standardization for all Postpaid Registered Plate Accounts created via the PBM website (external) or PBM GUI (internal).
POS-REQ-3	The PBM BOS shall perform email validation for all Postpaid Registered Plate Account customers before transmitting any correspondence (e.g. customer statements, notifications, reminders, etc.).
POS-REQ-4	The PBM BOS shall require the account type (individual or commercial) for all Postpaid Plate accounts.
POS-REQ-5	The PBM BOS shall allow the user to enter a business name for Postpaid Plate accounts designated as commercial.
POS-REQ-6	The PBM BOS shall allow bulk upload of license plates to an account to support add/edit/delete functionality of customer license plate data.
POS-REQ-7	The PBM BOS shall require a customer acknowledgement for the use of automatic payments associated with Postpaid Plate Accounts

2.11 IMAGE REVIEW (OPTIONAL)

Image processing is currently conducted by the roadside Toll System Integrator (TSI). A fully formed transaction inclusive of toll amount due, license plate details (plate number and jurisdiction), a region of interest (ROI) image and front and/or rear images shall be provided to the PBM BOS Contractor for processing. However, CTRMA may, during the term of this contract, choose to task the PBM BOS Contractor with image processing responsibility in place of the current methods. To that end, the Contractor shall provide an image processing solution to CTRMA for review and optional inclusion in the overall solution. CTRMA intends to purchase this as a service based on a per-transaction (not per-image) fee structure.

2.12 CUSTOMER SERVICE OPERATIONS (CSO)

The Contractor shall provide all office space, staff, software, hardware, and the equipment required to support all back office administrative and operational tasks to meet the required SLAs as stated in Appendix B. The Contractor shall implement a program with the following goals and objectives:

1. Lowering CTRMA's violation rates by way of deterrent (collections, enforcement),
2. Improving collection rates at the earlier stages of the PBM invoicing cycle
3. Encouraging PBM customers to become electronic toll transponder account holders
4. Establishing prepaid plate-based accounts for customers uninterested in a toll transponder account
5. Establishing postpaid plate-based accounts for commercial customers with vehicle fleets

The Contractor shall provide necessary staff to manage the CSO and support all customer communications and interactions, including bilingual support, of all communication channels (phone, chat, email, in person) during CSC operation hours.

The Contractor shall fully equip CSO account management functionality to provide the following services:

1. Payment Channels and Processing
2. Payment Plans
3. Customer Inquiry and Dispute Management
4. Customer Relationship Management

The Contractor shall allow access to the above services via the channels:

1. Online Customer Service Center Website
2. CTRMA-Developed Mobile Application Integration
3. Integrated Voice Recognition (IVR) and Call Distribution Management
4. ChatBot and Live Chat
5. Walk In Center

The following table provides CSO requirements.

Table 11: CSO Requirements

Requirement ID	Requirement
CSO-REQ-1	The location of the CSO center is subject to the CTRMA approval and must be located within the contiguous United States.
CSO-REQ-2	The PBM BOS shall provide an integrated CDM/call handling system that shall utilize the existing toll-free number through which customers can contact the customer service center.
CSO-REQ-3	The PBM BOS shall contain unified messaging to allow integration with the CSO interactions - ensure that information passes from all communication channels to the PBM BOS so that CSRs are immediately informed of customers' experiences through self-service when escalations to live agents occurs.
CSO-REQ-4	The PBM BOS shall be noted/informed regarding all activity that occurs from any ingoing/outgoing notice/correspondence and regarding any activity taken by any channel with which the customer interacts.
CSO-REQ-5	The Contractor shall provide a searchable knowledge base made of knowledge articles/job aids approved by CTRMA for use by all CSO staff for training, quality audit, and production and for use by all customer serving applications including natural language recognition responses in the IVR and chat functions.
CSO-REQ-6	The PBM BOS shall possess agent/channel assist capabilities like providing guidance cards, automating call summaries, and other functions to: 1. improve consistency in customer handling 2. reduce training time 3. provide consistency in documenting customer accounts 4. reduce after average handle time and after call work 5. notify customers of actions needed to maintain their account in good standing on self-help platforms

2.12.1 Payment Processing

The Contractor will process payments for toll bills, non-payment notices, accounts/invoices in Collections and Habitual Violator status, or transactions at any time during the PBM lifecycle, excluding individual transactions filed with the Court. Payments, including partial payments, shall be applied in First in First out (FIFO) order, paying off the oldest invoice in its entirety before moving to the next oldest invoice. Payment tracking in the PBM BOS shall be traceable and auditable. CTRMA requires that customers can make payments via retail channels in the geographic area of CTRMA toll roads (Austin metro area). The following table provides payment processing system requirements.

The Contractor shall pay any additional service or convenience fees charged by retail payment providers and not charge the customer for any additional charges associated with retail payment processing.

Table 12: Payment Processing Requirements

Requirement ID	Requirement
PAY-REQ-1	The PBM BOS shall accept payments from all sources including: 1. Walk-In Center 2. IVR that is available 24x7x365 3. Web portal that is available 24x7x365 4. CTRMA-developed mobile application that is available 24x7x365 5. USPS 6. Retail channels (e.g. Walmart, H-E-B, Walgreen's, etc.) 7. Walk-In services at TxDMV
PAY-REQ-2	The PBM BOS shall accept payments via the following methods: 1. Credit Card 2. Debit Card 3. ACH (Automated Clearinghouse) 4. EFT (Electronic Funds Transfer) 5. PayPal, Venmo (web portal and CTRMA-developed mobile application only) 6. Digital Wallet options such as ApplePay and GooglePay 7. Cash (Walk-in Center and lockbox only) 8. Money Order (Walk-in Center and lockbox only) 9. Cashier's Check (Walk-in Center and lockbox only) 10. Personal Check (Walk-in Center and lockbox only)
PAY-REQ-3	The PBM BOS shall allow the customer or an authorized user to manually apply payments to a specific invoice(s) based on user selection.

Requirement ID	Requirement
PAY-REQ-4	The PBM BOS shall detail at least the following payment details: 1. Date 2. Amount 3. Source (where the payment was processed) 4. Method (what instrument was used to process the payment) 5. Unique and searchable reference number/ID 6. Payment disposition (success/failure)
PAY-REQ-5	The PBM BOS shall produce a receipt for the customer upon request for any payment submitted by any channel.
PAY-REQ-6	The PBM BOS shall apply a nonsufficient funds (NSF) fee if a check is returned for insufficient funds.
PAY-REQ-7	The Contractor shall reconcile all bank and merchant accounts daily, including payments, reversals, chargebacks, and NSF to all financial activity recorded in the PBM BOS, including payments processed through the Lockbox and Walk-in locations.
PAY-REQ-8	The PBM BOS shall allow an authorized user to transfer payments from one account to another account.
PAY-REQ-9	The PBM BOS shall provide a tool, report, or system procedure to identify candidate accounts for possibly applying overpayments based on criteria such as the same owner's name, address, and/or vehicle information.

2.12.2 Payment Plans

CTRMA allows the establishment of payment plans in cases where the customer is unable to satisfy their balance with a single payment. A payment plan agreement between CTRMA and the customer must be made in writing and clearly state the terms including the total amount due in tolls and fees, the duration of the agreement, and the amount of each payment.

The Contractor shall develop all payment plan correspondence for CTRMA review and approval.

Payment plans may be established by customers during any phase of the PBM billing cycle, including all areas of enforcement, excluding any transaction(s) filed with the Court.

The following table provides payment plan system requirements.

Table 13: Payment Plan Requirements

Requirement ID	Requirement
PPL-REQ-1	The PBM BOS shall allow payment plan statuses: 1. Initiated, pending first term payment 2. Active, in good standing 3. Paid in full, closed/resolved 4. Late, but not yet defaulted 5. Defaulted 6. Canceled (not considered as a defaulted payment plan)
PPL-REQ-2	The PBM BOS shall allow for a configurable payment plan terms including the payment plan amount and payment plan term.
PPL-REQ-3	The PBM BOS shall record the number of payment plans, including previous and current, assigned to each account and flag an account exceeding the number of allowed payment plans.
PPL-REQ-4	The PBM BOS shall allow an authorized user to 'cancel' payment plans.
PPL-REQ-5	The PBM BOS shall not count a canceled payment plan in consideration for creation of a new payment plan.
PPL-REQ-6	The PBM BOS shall allow the customer to select the method of payment plan correspondence, USPS or email, and record acknowledgement of the customer's choice.
PPL-REQ-7	The PBM BOS shall send correspondence informing the customer the payment plan was satisfied in full.

Requirement ID	Requirement
PPL-REQ-8	The PBM BOS shall send payment plan agreements including the following information: 1. List of all invoices included in the payment plan 2. Total value of payment plan 3. Value of payment expected 4. Date payments are expected 5. Details regarding default 6. Statement regarding sanctions that may apply if payment plan is defaulted
PPL-REQ-9	The PBM BOS shall send a late payment notification if payment is not received by a configurable number of days after a payment due date.
PPL-REQ-10	The PBM BOS shall send a default notification if payment is not received by a configurable number of days after a payment due date.
PPL-REQ-11	The PBM BOS shall consider a payment plan in default if the customer allows TBN to go unpaid by a configurable number of days after the TBN due date.
PPL-REQ-12	The PBM BOS shall allow an authorized user to apply an entire balance, invoice, or individual tolls and fees to be included in the payment plan.
PPL-REQ-13	The PBM BOS shall allow customers to make payments on their payment plans via the payment locations/sources below: 1. Walk-In Center 2. IVR 3. Web portal 4. USPS 5. Participating Retail locations 6. CTRMA developed mobile application

2.12.3 Incoming Customer Correspondence

The Contractor shall manage all incoming correspondence originating from customers, including customer inquiries and disputed invoices and toll transactions, that are delivered to CTRMA's PBM CSC or CTRMA's offices via email, Online Customer Service Center Website (OLCSC) portal submission, in person, or physical mail. The Contractor shall utilize an automated system, that is either contained within the PBM BOS or a 3rd party ticket/workflow tracking tool integrated to the PBM BOS to manage all incoming correspondence including logging the request, workflow management, work assignment, status tracking, reporting, and disposition/resolution of all requests.

In conjunction with the PBM BOS, CTRMA currently uses an internal tracking tool, Zendesk, to handle all inquiries and disputes received directly by CTRMA staff via phone, mail, email, or submission via CTRMA's managed website (www.mobilityauthority.com). CTRMA's customer request tracking system is currently licensed and managed by CTRMA and is not integrated with the PBM BOS. CTRMA prefers a shared solution, either provided by the Contractor and adopted by CTRMA staff, or the Contractor and CTRMA utilizing CTRMA's existing tool to streamline the management of disputes and inquiries in the future. CTRMA requires an efficient and timely exchange of information between CTRMA and the PBM Contractor for handling customer inquiries and disputes, including more complex scenarios where both the Contractor and CTRMA staff must take action to resolve a customer request.

Customer correspondence may be submitted to the CSC or directly to CTRMA.

Disputes are generally categorized as any request for dismissal or exemption from toll charges, toll bill, or PBM account balance. Inquiries are generally categorized as requests for information regarding CTRMA's toll road operation or general agency information. Currently, for correspondence submitted directly to CTRMA, the request is assigned to the PBM Contractor if it is categorized as a dispute. If the request is determined to be an inquiry, the request is reviewed and managed by CTRMA staff. If CTRMA determines an inquiry received by CTRMA necessitates an adjustment or dismissal of toll and/or fee charges on a customer account, CTRMA shall notify the PBM Contractor to perform the required action within the PBM BOS.

Under Texas law, customers can dispute toll and fee charges if one of the following criteria is met:

- A customer is no longer the legal owner of the vehicle at the time it was on the toll road
- The vehicle was leased or rented to another entity at the time it was on the toll road
- The vehicle was stolen prior to its use of the toll road

The PBM Contractor is responsible for confirming if the request and supporting document(s) qualifies for one of these exemptions. The customer must submit written proof using a Toll Violation Defense form to prove the vehicle was not legally under their ownership or control at the time the vehicle was on the toll road. The customer must mail or email a copy of the toll bill(s) along with one of the following documents to the CSC:

- A copy of the Texas Motor Vehicle Transfer Notification Form confirming sale or transfer of your vehicle to another owner
- A copy of the rental or lease agreement, which includes the name and address of the party responsible for the car at the time the toll charges were incurred

- A copy of the police report showing the vehicle was reported stolen prior to the time the toll charges were incurred

CTRMA authorizes the Contractor to process toll and fee charge dismissals related to ETCS and/or PBM BOS system processing errors, unique customer scenarios such as bankruptcy, or qualification for CTRMA's QV or Exempt Vehicle programs in accordance with agency policies. Common scenarios that may result in an adjustment or dismissal to the customer's account include the following:

- Valid transponder tag/plate at time of toll transaction - adjusted to AVI toll rate
- Duplicate transaction - dismissal
- Incorrect vehicle class – adjusted to correct vehicle class
- Wrong Plate/Image Mis-key – dismissal

When customers verbally request a dismissal, regardless of the communication channel, CSRs will conduct a preliminary review. If the CSR identifies a prior error on the account and determines the customer is not liable for any charges on their account, immediate efforts should be made to correct the error and address any downstream consequences to assist the customer in resolving the dispute. However, if no errors are obvious or customer proof is needed to substantiate the request for dismissal, the CSR should guide the customer on how to submit a written request for dismissal. There is no limitation of time for a customer to report a dispute, including transactions at the collections, Court, and habitual violator stage.

Dispute procedures must be submitted to CTRMA for approval prior to program implementation to define what is required to evaluate and accept or reject each type of dispute and dismiss any eligible toll and fee charges. The valid (not liable) procedure will detail the action to be taken on the customer's account including dismissal of eligible charges from the customer account and transferring charges to another account. The procedures shall detail monitoring for any statistically significant change in the dispute volume by category requiring further investigation.

The Contractor shall submit response templates for CTRMA approval for each category of disputes for valid, invalid, and insufficient findings. Response templates must direct customers on any action necessary to resolve their dispute. These response templates must be approved prior to implementation to ensure disputes are handled accurately and in a timely manner.

For QV inquiries/disputes, the Contractor shall assign the request to a dedicated, contractor-managed QV team to be handled in accordance with specific QV procedures and policies. Further information regarding the QV program and procedures is defined in Section 2.15 of this Scope of Services.

For Exemption Vehicle Requests, such as qualified fire, police and emergency vehicles, the Contractor shall notify CTRMA staff of all such requests for CTRMA review and approval. Exempt vehicles lists are managed within the CTRMA DPS by CTRMA staff.

While the current process requires the use of separate Contractor and CTRMA managed customer service ticketing systems, CTRMA will consider the use of a shared solution and/or ticket workflow improvements if proposed by the Contractor and determined to be an efficient approach.

Table 14: Customer Inquiry and Dispute Management Requirements

Requirement ID	Requirement
DIS-REQ-1	The PBM BOS shall automatically generate an inquiry/dispute record based on the selection made in submitting the Inquiry/Dispute OLCSC form.
DIS-REQ-2	The PBM BOS shall allow an authorized user to select and assign any toll or fee transactions in dispute at the invoice or transaction level.
DIS-REQ-3	The PBM BOS shall allow an authorized user to manually create an inquiry (unrelated to a specific account, invoice or toll charge) or a dispute for all requests received by email, phone, or mail.
DIS-REQ-4	The PBM BOS shall record the following information for all inquiry / dispute requests: 1. Customer First name 2. Customer last name 3. Customer email address 4. Customer phone number 5. Customer street address 6. Customer zip code 7. Customer license plate
DIS-REQ-5	The PBM BOS shall record customer comments for all inquiry requests.
DIS-REQ-6	The PBM BOS shall record the following details associated with each dispute record: 1. Start date of disputed toll / fee charges 2. End date of disputed toll / fee charges 3. Dispute category 4. Account # 5. Invoice ID 6. Uploaded documents (if provided) 7. Comments
DIS-REQ-7	The PBM BOS shall provide a special queue and set of categories to provide for special handling of "advanced escalations." Advanced escalations are complaints filed via the Better Business Bureau, Customer Financial Protection Bureau (CFPB), States' Attorneys General, media, or other escalated external agency.
DIS-REQ-8	The PBM BOS shall record the source of all inquiries and disputes.

Requirement ID	Requirement
DIS-REQ-9	The PBM BOS shall record the date all inquiries and disputes are created, assign a due date, and the date they are closed/resolved.
DIS-REQ-10	The PBM BOS shall forward general inquiries to a queue and / or the CTRMA ticket management system to be worked on by CTRMA staff.
DIS-REQ-11	The PBM BOS shall utilize a list of dispute reasons (e.g. Stolen Vehicle, Rental / Lease, Sale / Transfer, Wrong / Mis-keyed Plate) for each dispute request.
DIS-REQ-12	If the customer is submitting a dispute using the OLCSC, the OLCSC must require the customer to select a dispute category and shall notify the customer of associated proof to be uploaded, if any, upon submission of the web form.
DIS-REQ-13	The PBM BOS must associate the dispute request, including the dispute category and any uploaded attachments to the customer's individual account if the provided account or invoice ID is matched to a PBM BOS account.
DIS-REQ-14	The PBM BOS shall have a designated queue for CTRMA personnel to access Toll Bill Inquiries where agency approval or assistance is requested.
DIS-REQ-15	The PBM BOS shall pause the aging process for selected invoices and/or toll and fee transactions for a configurable period while a dispute is open/active.
DIS-REQ-16	The PBM BOS shall allow an authorized user to transfer the disputed invoices / transactions to a different account if the liable owner's name and address information is available and verified.
DIS-REQ-17	The PBM BOS shall, when a registered owner is changed or removed by a CSR, roll back the account to ensure it follows normal necessary lifecycle actions as if the date of the change of liability was the date of the transaction. These actions include DMV Registered Owner acquisition, re-application of fees/fines as the lifecycle directs, resending of notices, and any other actions required to allow the account to age as normal.
DIS-REQ-18	The PBM BOS shall resume normal billing processes based on a configurable number of days after determination that the dispute is not valid.
DIS-REQ-19	The PBM BOS shall resume normal billing processes based on a configurable number of days after a customer is asked for required supporting documentation if the documentation is not submitted.

Requirement ID	Requirement
DIS-REQ-20	The PBM BOS shall utilize a list of inquiry statuses (e.g. pending, accepted, rejected, pending customer information) for each record to manage workflows and appearance of the record in queues and reports.
DIS-REQ-21	The PBM BOS shall quantify, track, and report the number of correspondence items received (including inquiries, toll bill inquiries and returned mail) by category and date.

2.12.4 Customer Relationship Management (CRM)

The PBM BOS shall include Customer Relationship Management (CRM) functions that will maintain accurate account information and demographics, support customer service account management functions, and assist in all communication from CTRMA to its customers.

The CRM deals with managing interactions with customers for data gathering to evaluate the services provided and implement improvements where possible. CRM also receives data from customer feedback through various communication channels including phone, email, web chat, social media, and mobile solutions. The goal of CTRMA is to determine, based on customer input, how well the PBM program meets customers' needs and expectations while seeking opportunities for improvement.

CTRMA requires the ability to gather immediate feedback from customers after they interact with the customer service center through surveys, regardless of the method of contact. In addition, the Contractor must describe what CRM activities the proposer recommends for this project.

The following table provides the PBM BOS and customer interaction requirements.

Table 15: Customer Relationship Management (CRM) Requirements

Requirement ID	Requirement
CRM-REQ-1	The PBM BOS shall store, track, and modify customer information within an account.
CRM-REQ-2	The PBM BOS shall track inbound and outbound communication.
CRM-REQ-3	The PBM BOS shall allow search, view, and edit demographic information (e.g., customer name, address, phone number, email address).
CRM-REQ-4	The PBM BOS shall provide pre-set speed dial for outbound calls directly from the CRM for to the customer.
CRM-REQ-5	The PBM BOS shall store communication templates and set configurable parameters (e.g., frequency, urgency) for each communication channel (e.g., email, text, notification).
CRM-REQ-6	The PBM BOS shall require the customer's validation of a customer email address if an email address is provided.
CRM-REQ-7	The PBM BOS shall require the customer's confirmation for texting and SMS communication.
CRM-REQ-8	The PBM BOS shall maintain a history of all previous addresses, address sources, and address types by date.

Requirement ID	Requirement
CRM-REQ-9	The PBM BOS shall allow a search for a customer by any data entry field available on the account.
CRM-REQ-10	The PBM BOS shall support customer surveys and record customer survey responses by voice, chat, callback, or email.
CRM-REQ-11	The PBM BOS shall document failed communication attempts and mark the information as "undeliverable" or similar after a configurable number of delivery attempts.
CRM-REQ-12	The PBM BOS shall provide CSRs address standardization based on the UPSPS or the Melissa Address Key (MAK) standard address check tool.
CRM-REQ-13	The PBM BOS shall provide the capability to initiate an automated skip-tracing process.
CRM-REQ-14	The PBM BOS shall reverify the registered owner's name and address before posting any PBM transactions for out-of-state plates based on a configurable time period.
CRM-REQ-15	The PBM BOS shall reverify the registered owner's name and address before posting any instate PBM transactions.
CRM-REQ-16	All PBM invoices must first be mailed to the registered owner address as determined by the Texas or out-of-state DMV record.
CRM-REQ-17	The PBM BOS shall utilize the NCOA database and reattempt delivery of the PBM invoice for any mail returned as undeliverable. If the NCOA fails to result in an updated address, the name and prior address will be sent to a skip trace vendor at least every 30 days for up to 4 months to attempt to obtain an updated address.
CRM-REQ-18	The PBM BOS shall utilize skip tracing for any returned mail without an available NCOA update for up to 2 months to attempt to obtain an updated address.
CRM-REQ-19	The PBM BOS shall include use of an address validation API to verify and standardize all customer entered addresses.

2.12.5 Online Customer Service Center Website

The Contractor shall provide an OLCSC website that supports users with all necessary PBM and Registered Plate Account management and payment functionality. The Contractor shall work with CTRMA to integrate and link the OLCSC and CTRMA's public webpage (www.mobilityauthority.com) to provide a seamless experience to the user. The OLCSC website

shall have the same look-and-feel as the CTRMA website and the Contractor will coordinate with CTRMA's Marketing and Communications team for design, review, and approval of all OLCSC web pages. CTRMA shall be responsible for the deployment and maintenance of CTRMA's website, including content management. The Contractor shall only be responsible for the deployment and maintenance of the OLCSC.

CTRMA will acquire the domain, manage ongoing renewals, and monitor security certificates for the Contractor-provided OLCSC.

Table 16: General Website Functionality

Requirement ID	Requirement
WEB-REQ-1	The OLCSC shall be device and browser-agnostic.
WEB-REQ-2	The Contractor shall provide web analytics tools to track, measure, and report on all OLCSC activity for the purpose of understanding and optimizing website usage, business and market research, and to assess and improve the effectiveness of the OLCSC.
WEB-REQ-3	OLCSC shall include online chat functionality, accessible via the website, that allows customers to initiate a chat.
WEB-REQ-4	The OLCSC shall allow a user to login as a PBM customer or a Registered Plate Account customer.
WEB-REQ-5	The OLCSC shall be mobile device friendly, detect and provide pages and content optimized to provide a "mobile experience" such as performance, accessibility, user experience (UX), user interface design (UI), and security.
WEB-REQ-6	The OLCSC shall be optimized for web navigation, speed, screen presentation, and consistent user experience, regardless of the web browser used.
WEB-REQ-7	The OLCSC shall detect and advise if the browser being used is out-of-date or not supported.
WEB-REQ-8	The OLCSC shall log all account actions taken by an OLCSC user and record those activities in the PBM BOS.
WEB-REQ-9	The OLCSC shall provide "forgot username" and "forgot password" links and related workflows.
WEB-REQ-10	The OLCSC shall require acknowledgement of terms and conditions when accessing system and record the acknowledgment prior to establishing an account.
WEB-REQ-11	The OLCSC shall obtain acknowledgement from users for consent to use cookies on their device.
WEB-REQ-12	The OLCSC shall allow a PBM customer to submit a dispute using a web form using the following fields: 1. Customer information i) Name

Requirement ID	Requirement

	ii) Address
	    iii) Contact method (email or phone)
	    iv) Invoice #
	    v) Account #
	    vi) License Plate #
	2. Category / Reason
	3. Description of issue
	4. Upload an attachment

WEB-REQ-13	The OLCSC shall support customizable alerts such as agency news, toll road information, or security alerts when a user accesses their account.
WEB-REQ-14	The PBM BOS shall include a customer-facing content and functionality that can be displayed, communicated, and scripted in English or Spanish, with preferences remembered for subsequent user interactions
WEB-REQ-15	The OLCSC shall include use of an address validation API to verify and standardize all customer entered addresses.
WEB-REQ-16	The OCLSC shall inform customers of potential cost savings if they open a transponder account (e.g. NTTA, HCTRA).

Table 17: OLCSC PBM Account Functionality

Requirement ID	Requirement
WEB-REQ-17	The OLCSC shall provide a method for PBM customers to access their account using one of the following input fields: • Invoice Number, and, • License Plate Or • License Plate #, and, • Zip Code
WEB-REQ-18	The OLCSC shall restrict the display of Personably Identifiable Information (PII) when viewing a PBM account via the website for all users, including any information that could detail a path of travel.
WEB-REQ-19	The OLCSC shall allow an authorized PBM customer to view and submit payment for all unpaid invoices for all stages of the PBM workflow, (PBM, Collections, HV, excluding transactions filed at Court.
WEB-REQ-20	The OLCSC shall display the following details for each PBM account invoice: 1. Invoice # 2. Invoice Date 3. Due Date 4. Invoice Status 5. Invoice Amount 6. Payment(s)/ Adjustment(s) 7. Toll Amount 8. Fee Amount 9. Total Amount due
WEB-REQ-21	The OLCSC shall display the following details for each PBM account with balances owed at collections, separated by collection agency: 1. Invoice # 2. Invoice Date 3. Due Date 4. Invoice Status 5. Invoice Amount 6. Payment(s)/ Adjustment(s) 7. Toll Amount 8. Fee Amount 9. Total Amount due

Requirement ID	Requirement
WEB-REQ-22	The OLCSC shall allow a PBM customer to pay any amount, up to the total sum of all unpaid invoice amounts or enter a custom amount for payment less than the total amount due.
WEB-REQ-23	The OLCSC shall interface with user device and browser's security features, such as biometrics for login and auto-populate feature, where applicable.
WEB-REQ-24	The OLSCS shall clearly display HV related information for customers in active HV status.

Table 18: OLCSC Registered Plate Account Functionality

Requirement ID	Requirement
WEB-REQ-25	The OLCSC shall allow a customer to securely create a Registered Plate Account by establishing a unique user ID and password.
WEB-REQ-26	The OLCSC shall require a Registered Plate Account creation is completed prior to account activation (e.g., name, address, vehicle information, contact method, payment information, etc.).
WEB-REQ-27	The OLCSC shall allow an authorized user to add or update a credit card on the account and make a one-time payment.
WEB-REQ-28	The OLCSC shall allow an authorized Registered Plate Account customer to add or update account address and mailing information.
WEB-REQ-29	The OLCSC shall allow an authorized Registered Plate Account customer to add or update an email address.
WEB-REQ-30	The OLCSC shall require an authorized Registered Plate Account customer to verify an email address.
WEB-REQ-31	The OLCSC shall allow an authorized Registered Plate Account customer to add, remove, and update vehicle information (make, model) and license plate information (license plate number and license plate state).
WEB-REQ-32	The OLCSC shall allow an authorized Registered Plate Account customer to generate and download on-demand statements, transactions, or payment reports based on specific criteria (e.g. date range, license plate, etc.) in .xlsx and .pdf format.
WEB-REQ-33	The OLCSC shall allow an authorized user to view all correspondence associated with the Registered Plate Account.
WEB-REQ-34	The OLCSC shall allow an authorized Registered Plate Account customer to view account history including transactions, activity, and payments.
WEB-REQ-35	The OLCSC shall allow an authorized Registered Plate Account customer to view and manage communication methods (mail, email, SMS) for each type of correspondence.

Requirement ID	Requirement
WEB-REQ-36	The PBM BOS shall allow an authorized user to add, edit, and remove vehicles (make, model, year, license plate, start date, end date, etc.) for submission via the web portal using a standard template.

2.12.6 CTRMA-Developed Mobile Application Integration

CTRMA is currently developing a mobile application and requires that the PBM BOS provides APIs to support management of Pay By Mail, Registered Plate Account, and possibly Transponder based accounts.

General functionality includes allowing users to manage account information such as demographics, vehicles, and payment processing via the mobile application resulting in real time updates in the PBM BOS system.

Table 19: CTRMA-Developed Mobile Application Integration Requirements

Requirement ID	Requirement
MBL-REQ-1	The PBM BOS shall interface with the CTRMA-developed mobile application via API to send and receive data and ensure the PBM BOS and CTRMA-developed mobile application reflects activity in real time originating from either application.

Table 20: PBM Account Mobile App Integration Functions

Functions	Self-service Mobile App
Authenticate User Information (e.g., log on or verify identity)	✓
Add or Update Account Personal Contact Information (e.g., phone, email address)	✓
Make a Payment (e.g., standard violation, fees, one-time, or recurring)	✓
Dispute a Transaction or Charge	✓
View Collections Status	
View Court Status	
Check Account Balance or Recent Travel Activity	✓
Set up a payment plan	
Convert PBM account to a Registered Plate account	✓

Table 21: Registered Plate Account Mobile App Integration Functions

Functions	Self-service Mobile App
Authenticate User Information (e.g., log on or verify identity)	✓
Manage Account Replenishment or Recurring Payment Options	✓
Make a onetime payment	✓
Add or Update Account Personal Contact Information (e.g., phone, email address)	✓
Open Account	✓
Close Account	✓
Add Vehicle to Account	✓
Remove Vehicle from the Account	✓
Add License Plate Information	✓
Remove or Modify License Plate Information	✓
Add Payment Information	✓
Remove or Modify Payment Information	✓
Manage Account Notification or Alert Options	✓

2.12.7 Call Distribution Management (CDM) and Integrated Voice Recognition (IVR)

The Contractor shall provide a fully capable and integrated natural language based IVR system to provide self-service options and after-hours operations. The CDM/IVR shall manage all calls with features such as call processing, call queuing, and voicemail. Services offered via the IVR shall be available in at least English and Spanish.

The following table provides the PBM BOS CDM requirements.

Table 22: CDM Requirements

Requirement ID	Requirement
CDM-REQ-1	The Contractor shall provision an IVR and CDM solution that allows CSRs to receive inbound and make outbound calls, from onsite and remote locations.
CDM-REQ-2	The Contractor shall maintain a toll-free telephone number for customer service and include the number on all correspondence to customers.
CDM-REQ-3	The Contractor shall utilize the existing toll-free number through which customers can contact the customer service center.
CDM-REQ-4	The CDM system shall allow for a sufficient number of concurrent calls to achieve performance stated in Appendix B.
CDM-REQ-5	The IVR shall identify the customer's chosen language and provide all utterances in at least English and Spanish in response to the customer's language choice.
CDM-REQ-6	The IVR shall include the following education functions: 1. A message up front for general announcement that can be used by CTRMA for traffic notifications, system outages, etc. 2. Category-specific instructions for document submission requirements and methods (dispute, Qualified Veteran (QV), account adjustment request, etc.) using natural language customer question to categorize the inquiry 3. Instructions for and benefits of obtaining a transponder
CDM-REQ-7	The IVR shall include the following natural language functions: 1. A natural language ability where customers can request conversationally what they need and skip previously linear menu levels of "Press 1" to arrive at the optimal IVR functionality 2. Offer customers the ability to register voice for future voice verification 3. Verify the customer using voice verification or, if not available, two-factor verification 4. Optimized natural language functions that easily interpret letters and number for license plate entry

Requirement ID	Requirement
	5. Honor request to transfer to the agent from any location on the IVR menu or if the IVR identifies that the customer request cannot be satisfied during CSC hours or leave a message during non-CSC hours. 6. Provide answers to frequently asked questions based upon knowledge articles/job aids approved by CTRMA

CDM-REQ-8	The IVR shall include the following self-help functions after the customer verifies their account:
	1. Verify individual invoice and total account balance based upon:
	    a. a license plate verification
	    b. a notice number verification
	    c. a payment plan verification
	2. Process individual invoice, total account, and/or payment plan individual payments based upon:
	    a. a license plate verification
	    b. a notice number verification
	    c. a payment plan verification
	3. Update, add, remove demographic and payment information
	4. Retrieve and provide account status such as open, closed, in collections, at Court, HV, etc.

CDM-REQ-9	The IVR shall pass verification status to a CSR if the customer is routed from the IVR to a live representative to mitigate the need for double verification.
CDM-REQ-10	The CDM shall have customer convenience features including the ability to leave a callback number so that a CSR can call the customer back without losing their place in the queue.
CDM-REQ-11	The Contractor shall digitally record all inbound and outbound calls, including escalated calls, and shall have the ability to configure call recordings based on business rules (recordings shall be stored for a minimum of two years and retrieval within 24 hours).
CDM-REQ-12	The CDM solution shall be used to auto-dial customers, deliver messages, play the spoken name, and ask the caller for confirmation.
CDM-REQ-13	The IVR shall integrate with the Payment Processor for processing Credit Card information while maintaining compliance with PCI DSS requirements.
CDM-REQ-14	The CDM solution shall offer a method for a customer to provide an electronic payment within a live agent call without the customer exposing their payment data to the CSR.

Requirement ID	Requirement
CDM-REQ-15	The IVR shall have the capability to limit the types of transactions and activities customers can access via the IVR-based on account attributes.
CDM-REQ-16	The CDM solution shall contain a dashboard that allows operations management to monitor the performance of the CSC operations (e.g., SLAs, call times, efficiency).
CDM-REQ-17	The Contractor will provide the following supervisory CDM management tools: 1. Access real-time agent performance statistics 2. Access real-time group performance statistics 3. CSR development tools 4. Call de-escalation tools (e.g., Barge and Whisper)
CDM-REQ-18	The CDM/IVR shall support virtual call backs allowing customers to select the option of receiving a call back when an agent is available.

2.12.8 Customer Service Call Center (CSC)

The Contractor shall provide a call center to assist customers via telephone in resolving their inquiries and customer account service needs.

The following table provides CSC requirements.

Table 23: CSC Requirements

Requirement ID	Requirement
CSC-REQ-1	The PBM BOS shall allow CSRs to receive inbound and make outbound calls through CDM solution, from both onsite and remote locations.
CSC-REQ-2	The Contractor shall forecast call volumes and associated necessary staff to answer calls within the required service levels detailed in Appendix B.
CSC-REQ-3	The Contractor shall support agent-assisted customer calls regarding account management, payment processing, disputes, and inquiries for a period of no less than 10.5 hours a day (7:30 am to 6:00 pm Central Time), five (5) days a week, excluding CTRMA approved holidays.
CSC-REQ-4	The Contractor shall staff the required number of bilingual employees (English and Spanish) to accommodate projected Spanish speaking customer volumes.
CSC-REQ-5	The Contractor shall facilitate a method to assist customers who speak languages other than English and Spanish.

2.12.9 ChatBot and LiveChat

The Contractor shall provide a chat solution that includes both a chatbot and live agent chat option. The solution should help to improve CTRMA's customer service and support, increase response times and provide a streamlined user experience. The chat solution should:

- Offer instant responses to common queries
- Automate routine tasks allowing human agents to focus on more complex tasks
- Provide quick and accurate information to improve the user's overall experience
- Collect valuable data on user interactions to help identify trends and areas for improvement
- Ensure consistent responses to queries and reduce the risk of human error
- Proactively notify users of recent changes/issues in the program such as construction, billing issues, or other important updates
- Make information and support accessible to users (English, Spanish) with disabilities through voice and text options
- Easily scale to handle peak times without additional staffing

The following table provides the PBM BOS ChatBot and LiveChat requirements.

Table 24: Chat Requirements

Requirement ID	Requirement
CHT-REQ-1	The Contractor shall implement a chatbot to automatically handle common customer inquiries and tasks.
CHT-REQ-2	The ChatBot shall provide comprehension of the customer request in their natural language
CHT-REQ-3	The ChatBot shall provide customer verification by plate, account number, invoice ID, or payment plan ID
CHT-REQ-4	The ChatBot shall provide a link to the relevant OLCSC webpage based upon the customer's natural language request
CHT-REQ-5	The ChatBot shall provide answers to Frequently Asked Questions (FAQ).
CHT-REQ-6	The ChatBot shall provide responses to inquiries related to toll rates, payment methods, account balances, etc.
CHT-REQ-7	The ChatBot shall provide 24/7/365 support.

Requirement ID	Requirement
CHT-REQ-8	The ChatBot shall provide multi-lingual support communicating with the customer in their chosen language.
CHT-REQ-9	The ChatBot should facilitate transponder account requests including the benefits of transponder usage and a link to eligible agency websites.
CHT-REQ-10	The Contractor shall provide a live agent chat option for more complex issues, only if live agents are available, or provide estimated wait times if live agents are not immediately available.
CHT-REQ-11	The Contractor shall analyze chatbot interactions, including unresolved requests or items associated with transfers to a live agent to continuously improve ChatBot support.
CHT-REQ-12	The Contractor shall ensure staffing is in place during call center hours to provide live agent support, including handling of any calls and/or chats in queue immediately prior to closing (e.g. in queue at 5:59:59 PM).
CHT-REQ-13	The Contractor shall draft and submit for CTRMA's approval live chat 'scripts' used in responding to common questions and inquiries.
CHT-REQ-14	The Contractor shall draft and submit for CTRMA's approval a live chat training module.
CHT-REQ-15	The PBM BOS CDM system shall include tools to monitor and evaluate agent performance including call and chat recording and analytics.

2.12.10 Walk In Center (WIC)

The Contractor shall staff a WIC at the required (location(s) TBD) to accept payments, answer questions, handle disputes, and provide supporting account information and documentation. The goals of the WIC include:

1. Prompt Assistance: Aim to minimize wait times and ensure customers receive timely assistance.

2. Accurate Information: Provide precise and up-to-date information regarding toll rates, payment options, account balances, and other inquiries.

3. Personalized Service: Tailor interactions to meet the specific needs and preferences of each customer.

4. Problem Resolution: Resolve issues efficiently and effectively on the first visit whenever possible.

5. Customer Education: Educate customers on how to use CTRMA managed online services, mobile app, and other self-service options to reduce future visits.

6. Feedback Collection: Actively seek customer feedback to identify areas for improvement and enhance service quality.

7. Accessibility: Make the center accessible to all customers, including those with disabilities, by providing necessary accommodations.

8. Facilitate Access to Alternative Payment Methods: Ensure that underbanked customers have access to a variety of payment options beyond traditional banking methods. This includes accepting cash, prepaid cards, mobile payment solutions, and other alternative payment methods.

9. Proactive Communication: Inform customers about any changes in toll rates, policies, or other relevant updates proactively.

The following table provides the WIC requirements.

Table 25: WIC Requirements

Requirement ID	Requirement
WIC-REQ-1	The contractor shall ensure sufficient staff at each walk-in customers during all WIC operational hours.
WIC-REQ-2	The Contractor shall have sufficient staffing to cover vacations and sicknesses.
WIC-REQ-3	The Contractor shall support walk-in customer interactions for Monday through Friday, from 7 AM to 7 PM CST, and Saturday from 9:00 AM to 2:00 PM excluding CTRMA approved holidays.
WIC-REQ-4	The Contractor shall ensure all transactions and payments processed in the WIC are reconciled daily through the PBM BOS.

2.13   TRANSPONDER ACCOUNT MANAGEMENT (OPTIONAL SCOPE)

CTRMA currently promotes the use of their interoperable partner's transponder-based accounts (TxDOT's TxTag, NTTA's TollTag, and HCTRA's EZ Tag). CTRMA currently does not issue, manage, or distribute transponders but may choose to do so as part of CTRMA's customer service offerings during the term of this contract.

CTRMA seems an "out of the box" solution that may be implemented with minimal modification and additional software development.

Transponder account management may consist of, but is not limited to, the following:

1. Creating personal and commercial accounts
2. Updating transponder information or status and associated vehicle assignments on an account
3. Setting and modifying replenishment amounts on an account through multiple payment channels based on configurable parameters
4. Managing all transponder workflows, statuses, transfers and assignments
5. Configuring and changing account statuses in real-time
6. Entering and viewing comments on both personal and commercial accounts
7. Creating and modifying account flags such as active, delinquent, pending close, etc.
8. Integrating with the DPS system for file exchange to maintain an accurate, auditable record of transactions and support CUSIOP/SEIOP interoperability
9. Managing transponder inventory
10. Generating and delivering transponder account related correspondence
11. Providing transponder account specific reports including account management and financial related data
12. Website and IVR functionality necessary to support transponder account management including offering customers conversion offers (fee / toll discounts) for establishing a tag account
13. Integration with CTRMA's mobile app to allow customers to self-service account management and payment activity

2.14 ENFORCEMENT

The PBM BOS Contractor shall provide distinct workflows to dictate system actions associated with each enforcement status.

The following table details the Enforcement Requirements.

Table 26: Enforcement Requirements

Requirement ID	Requirement
ENF-REQ-1	The PBM BOS shall send enforcement letters for all stages within the Enforcement period.
ENF-REQ-2	The PBM BOS shall support a customer in multiple phases of enforcement concurrently including collections, HV, and Court.
ENF-REQ-3	The PBM BOS shall clearly indicate within an account screen if a customer is currently in collections, HV, and / or Court status.
ENF-REQ-4	The PBM BOS shall allow an authorized user to manually add or remove an account from any enforcement status.

2.14.1 Collections

Violators who have not fulfilled their account balance by the due date of the 2NP shall enter 3rd party collection processing (collections activities managed under an officially licensed collection company name).

CTRMA requires the Contractor to secure two collection agencies to compete for new placements to ensure optimal collection recovery and SLA achievement. The two agencies must be certified in all states to perform collections and must collect in a manner compliant with the FDCPA and all applicable laws, rulemakings, and court int relations. If the primary Contractor meets all requirements, it may serve as one of the two collection agencies.

Contractor Requirements - Managing Assignments between the Two Collection Agencies

The Contractor shall meet with CTRMA every six months to present liquidation rates and service level results for each collection agency. Based on the performance of each collection agency and CTRMA's approval, the assigned placement volumes shall be adjusted.

1. Initially, the Contractor shall assign an equal share of accounts to each collection agency.

2. Every six months, the Contractor shall evaluate the weighted average of the liquidation rates based on the adjusted placement value for the previous rolling 12-month period. (The first evaluation shall be based on the results of the initial 6 months.)

3. With CTRMA approval, the Contractor shall increase the allocation percentage to the top-performing agency by 5% if one collection firm is collecting more than 1% higher than the other, ensuring accounts for a single LPN/registered owner are not split.

4. CTRMA may request the Contractor to reallocate accounts based upon customer service/SLA results if an agency fails to meet service level metrics outlined in Appendix B.

5. The Contractor shall ensure that no less than 25% of total new accounts are forwarded to a collection agency without written agency approval.

Within five days of entry into the collection process, a CNP shall be mailed to the customer. The Contractor shall submit a collection strategy and associated report including outbound contacts via email, text, or dialing to be implemented after the CNP is mailed.

If an account is selected for Court, any transaction(s) filed with the Court must be recalled from collections and not pursued via traditional collection methods.

The Contractor or their contracted 3rd party collection agency must maintain staffing and equipment to ensure achievement of prescribed service levels as defined in Appendix B.

The following requirements apply to the PBM BOS relating to the assignment of accounts to each Collection agency:

Table 27: Requirements for 3rd Party (external) Collections

Requirement ID	Requirement
COL-REQ-1	The PBM BOS shall ensure all eligible open accounts associated with a single LPN/registered owner combination shall be placed with the same collection agency to avoid multiple contacts for the registered owner. Future opened accounts for the same LPN/registered owner combination shall always go to the agency who received the registered owner's first account.
COL-REQ-2	The PBM BOS shall track monthly collection agency liquidation levels for each batch, adjusted for appropriately applied dismissals. Liquidation is measured by the amount collected on a batch divided by the placement value minus dismissals.

Collection Agency Requirements

Both contracted 3rd party collection agencies must maintain staffing and equipment to ensure achievement of prescribed service levels as defined in Appendix B, and must have a system capable of performing the system requirements below. The Contractor and/or Collection Agencies must:

1. Implement data integrity procedures to ensure each file and record is loaded only once.

2. Utilize a file naming convention and file handling process allowing multiple files to be accepted/placed daily with no loss of data integrity.

3. Exchange data securely via Secure File Transfer Protocols (SFTP) or secure APIs.

4. Ensure all data including demographic, account and balance data (NSF, chargebacks, reversals, dismissals, etc.), are reconciled and in alignment between the Collection System and the PBM BOS.

5. Reconcile all account balances and statuses between the BOS and Collection System 90 days after collections processing begins or after any change is made to the interface and annually thereafter.

6. Complete a root cause analysis for any mismatch information from the reconciliation and implement new programming to maintain future alignment for each cause identified.

7. Return to the PBM BOS overpayments within 60 days if the collection agency cannot apply the money to another RO/LPN combination within their system.

8. Provide a receipt to the customer, if requested, for any payment made.

9. Follow all requirements in the section, Incoming Customer Correspondence.

10. Maintain copies of all outbound correspondence and make copies available to resolve customer escalations.

11. Process refunds as requested by the customer if funds were applied in error to an account and/or it is determined the customer has no other outstanding balance with the agency.

The following requirements applies to both collection agency systems.:

Table 28: Requirements for 3rd Party (external) Collections

Requirement ID	Requirement
COL-REQ-3	The collection system shall accept placements from the PBM BOS, if collection processes are performed outside the PBM BOS.
COL-REQ-4	The collection system shall exchange files/data each business day to transmit and receive changes in balances, statuses, and demographic information on accounts.
COL-REQ-5	The collection system must report to the PBM BOS when a customer has requested a Cease and Desist.
COL-REQ-6	The collection system shall support audit functions to ensure all files and records are correctly processed or rejected back to the file originator for correction and resubmission.
COL-REQ-7	The collection system shall support recalls initiated by the PBM BOS at the transaction level (not the invoice level).
COL-REQ-8	The collection system shall prevent immediate, duplicate submission of a payment offered by the customer via an electronic platform.
COL-REQ-9	The collection system shall place a deceased and bankruptcy scrub on all accounts that are placed in collections and take appropriate action if a positive hit is received.
COL-REQ-10	The collection system shall ensure all payment plan statuses added after placements are sent to and received from the PBM BOS in a manner allowing sanction management.
COL-REQ-11	The collection system shall allow customer-submitted documents to be indexed or attached to the customer's account and made retrievable for the duration of the contract.
COL-REQ-12	The collection system shall maintain in electronic format all outbound correspondence, including standard and custom responses, including the date and method of customer delivery.
COL-REQ-13	The collection system shall handle demographic updates from sources such as NCOA and skip tracing services via files or automated means and maintain historical demographic information including addresses associated with undeliverable mail.

Collection Agency Operations

The collection agency, if collection activities are done by an entity other than the Contractor, shall assign an ongoing relationship manager that will be responsible to:

1. Monitor program performance
2. Manage program issues including:
    a. Achievement of all performance requirements
    b. Tracking of action items associated with failing requirements
    c. Identification and management to completion of any outstanding reconciliation issues including root cause resolution
    d. Escalation issues requiring coordination between at least two of the three agencies to resolve customer issues - Tolling Agency, Contractor and collection agency
    e. Obtaining approval of program- supporting collection agency documents that need client approval including agency specific customer communications, call scripts, and CTRMA-specific job aids (including dispute and general knowledge related information aids).
    f. Other ad hoc issues needed to support a collaborative collection program

2.14.2 Habitual Violator

The Habitual Violator (HV) program, under Texas Transportation Code 372.106, defines a HV as a registered vehicle owner who has been issued two notices of non-payment for 100 or more unpaid toll charges within a 12-month period. Vehicle owners determined as a HV shall be identified and tracked within the PBM BOS for the purpose of monitoring HV status and applying statutory enforcement remedies.

The PBM BOS should track HV eligibility criteria, manage the workflow associated with the HV program, send HV correspondence to customers as they qualify for HV stages and remedies, manage appeals from the customers, and provide HV related performance, payment, and associated PBM account reports.

The HV business rules and process flows direct HV notification letters. The PBM BOS must be able to send all associated CTRMA-approved HV notifications to comply with process requirements.

The primary stages of the HV process are as follows:

HV Pre-determination

- In the HV pre-determination stage, CTRMA sends a Courtesy letter to the registered owner of the vehicle to the address on file with the DMV. The pre-determination letter notifies the owner that they meet the Habitual Violator requirements and have 30 days to contact CTRMA and resolve their outstanding balance before they enter HV status.

HV Determination

- If the registered owner does not resolve their account balance, the registered owner is eligible for HV determination status. CTRMA sends another letter notifying the registered owner they have been determined to be a habitual violator and have 30 days to request an appeal. This determination is final should the owner fail to reach out to CTRMA within 30 days.

HV Enforcement Remedies – Vehicle Registration Block

- Once the registered owner status as a habitual violator is determined to be final, the CTRMA PBM BOS initiates a process with the TxDMV, following the TxDMV Scofflaw process and DMV interface, to flag the registered owner's vehicle record with a registration hold based on the TxDMV title number. Once the registration hold is in place, the PBM BOS will flag the account accordingly and the registered owner will be blocked from registration renewal within the TxDMV system until the registration block is cleared.

HV Enforcement Remedies – Prohibition

- Once the registered owner's status as a habitual violator is determined to be final, the CTRMA PBM BOS will generate a list of prohibited vehicles in preparation for CTRMA board review and approval during the monthly CTRMA board meeting. Once approval is confirmed, the PBM BOS will flag the account accordingly and the vehicle owner is prohibited from driving on CTRMA toll facilities 10 days after a notice of prohibition is mailed to the registered owner.

HV Enforcement Remedies – Impoundment

- Once the registered owner's status as a habitual violator is determined to be final, and the CTRMA board has approved prohibition of the registered owner's vehicle, the registered owner's license plate is added to a "hot list" and transmitted to CTRMA's ALPR system. The registered owner's vehicle is subject to being stopped by County law enforcement, contracted by CTRMA, if an officer is alerted to the vehicle's presence on a CTRMA toll facility.

  Law enforcement officers access an online file share system hosted by CTRMA and integrated with CTRMA's PBM BOS to review information about the registered owner's HV status and balance owed, vehicle information, account history, past stops, and eligibility for impoundment. Officers may issue an additional verbal and written warning of the registered owner's prohibition, including a Notice of Intent to Impound, and consequences for continued use of CTRMA's toll facilities. Once a prohibited registered owner has been stopped 3 or more times and has been provided legal notice of intent to impound, the vehicle is eligible for towing and impoundment.

The PBM BOS shall log all process service attempts, and officer-provided blue and red cards issued as depicted in the flow chart and provide the ALPR vendor with the information needed to properly interact with the HV program.

If Law Enforcement is unable to deliver the Notice of Intent to impound to the registered owner of the vehicle during the stop, the Contractor will initiate the steps to attempt delivery by a Certified Process Server. The Certified Process Server will communicate results of their efforts to the PBM BOS to be recorded to the customer's account.

The Contractor shall submit all HV letter templates for CTRMA review and approval, including required data elements, system triggers for HV notification generation, and manage the print and mail process.

The following table depicts the HV requirements:

Table 29: Requirements for Habitual Violator

Requirement ID	Requirement
HV-REQ-1	The PBM BOS shall allow an authorized user to upload a customer's request for Court, apply a Court filing fee, assign a Justice of the Peace (JP) jurisdiction, input a Court hearing date and reflect status as HV hearing requested.
HV-REQ-2	The PBM BOS shall allow for exclusions of HV eligibility.
HV-REQ-3	The PBM BOS shall allow an authorized user to upload a customer's request for an appeal, input a Court appeal date, and reflect status as HV appeal requested.

Requirement ID	Requirement
HV-REQ-4	The PBM BOS shall automatically and no less than daily check all PBM BOS accounts for changes in HV determination and HV remedy status
HV-REQ-5	The PBM BOS shall allow for assignment/payment/dismissal of configurable HV fees amounts including the following: • Enhanced Enforcement fee • Court Filing fee
HV-REQ-6	The PBM BOS shall support the HV hearing and appeal process including the following statuses: • JP Hearing requested • JP Hearing disposition • Appeal hearing requested • Appeal hearing disposition
HV-REQ-7	The PBM BOS shall generate a prohibition list/report for CTRMA Board approval and mark all associated accounts as pending Board Prohibition approval.
HV-REQ-8	The PBM BOS shall record CTRMA Board approval/denial of prohibition and generate the Prohibition Notice for all approved accounts and note the account as prohibition approved.
HV-REQ-9	The PBM BOS shall allow an authorized user to manually apply/remove a defined HV status and/or HV remedy
HV-REQ-10	The PBM BOS must assign, track, and remove all stages of the HV determination workflow and reflect status of HV processing.
HV-REQ-11	The PBM BOS must assign, track, and remove all stages of HV remedies workflow and reflect status of and within HV remedies.
HV-REQ-12	The PBM BOS shall generate all required HV correspondence and notifications.
HV-REQ-13	The PBM BOS shall interface with the TxDMV, in accordance with the Texas Scofflaw process, to place and remove registration holds for eligible HV status accounts
HV-REQ-14	The PBM BOS shall interface with CTRMA's 3rd Party ALPR system to add/update/remove HV eligible license plates to a HV Hot List

Requirement ID	Requirement
HV-REQ-15	The PBM BOS shall interface with the Contractor's 3rd Party process server to communicate a Notice of Intent to Impound request
HV-REQ-16	The PBM BOS shall provide web-based access to the PBM BOS allowing remote law enforcement officers to retrieve and view the HV account information related in support of stops
HV-REQ-17	The PBM BOS shall provide web-based access to the PBM BOS allowing remote law enforcement officers to update the HV account information in support of stops and roadside HV enforcement.
HV-REQ-18	The PBM BOS shall support assignment of a configurable Enhanced Enforcement Administrative Habitual Violator (EEAHV) Fee to the account that was assigned HV status.
HV-REQ-19	The PBM BOS shall record the result of the process server's attempt to serve notice of CTRMA's intent to impound the registered owner's vehicle.

2.14.3 Court

CTRMA may choose to pursue violators through the Justice of the Peace Courts in accordance with Texas law.

Once a violation has progressed through Enforcement, including the collections process without payment or other resolution, the Contractor must support the following:

1. Facilitate the selection of accounts that will be selected for Pre-Court
2. Facilitate the selection of transactions that will be selected for Court
3. Prepare a Court evidence package for each transaction selected for legal action.

Violators who have entered the collection phase of enforcement are eligible for Pre-Court and Court processing.

CTRMA utilizes a Pre-Court selection process where a limited number of Violators are randomly selected based on qualifying for Court determined by their outstanding total balance. For example, Group 1 may include customers that owe less than $100 in total, Group 2 may include customers that owe more than $100 but less than $200, and Group 3 may include customers that owe more than $200. Selecting violators based on different groupings allows CTRMA to select a limited and random sample of violators based on their outstanding toll and fee balances.

Once a customer has been selected for Pre-Court, a CSR will closely review their account history and correspondence for any errors, anomalies, or other unique situations that may exempt the violator from further Court processing.

After the account has been reviewed and deemed eligible for Court, the violator is then mailed a "Last Chance Letter" notifying the violator that failure to resolve their balance within 30 days will result in Court action and additional fines.

If the violator does not contact CTRMA to settle their account balance within the allotted time frame, a CSR takes action to select a single toll transaction to file with the Court. The CSR will prepare an evidence packet containing all documentation required to proceed with the filing and submit it to the Court on behalf of CTRMA. Once the transaction has been filed with the Court, the Contractor may no longer accept payments for the selected toll transaction.

All documents and communications shall be maintained in the PBM BOS and associated with the violator's account for use during legal proceedings by the Contractor and CTRMA staff. This includes:

1. Reporting the accounts and transactions eligible for filing in Court based on criteria such as age of debt, number of violations by precinct, and account balance owed
2. Generating an evidence packet in support of filing selected Court transactions
3. Administer CTRMA's toll violation prosecution program in the Justice of the Peace precincts where CTRMA operates toll roads.
4. Manually and/or electronically file the evidence packet with the Court.
5. Provide testimony and additional supporting information related to toll violations as requested by the Court and/or CTRMA.
6. Manage updates on Court dates, dispositions, filings, and the transfer of funds.
7. Be available in person for meetings with CTRMA and/or Court.

The number of liaisons may vary over time as transaction volumes change or Court processes evolve.

CTRMA will provide staff supervision of the Court process and related activities.

The following table details Court system requirements:

Table 30: Court Requirements

Requirement ID	Requirement
CRT-REQ-1	The PBM BOS shall allow a user to designate an account for pre-Court status to reflect the account is under review for Court selection and eligible to receive a Last Chance letter. Last Chance letter is considered a courtesy and is optional, not legally required.
CRT-REQ-2	The PBM BOS shall allow a user to select a transaction for Court to reflect the transaction was filed with Court
CRT-REQ-3	The PBM BOS shall track the Court precinct and use it for reference with applicable Court related correspondence.
CRT-REQ-4	The PBM BOS shall make the designation of pre-Court and Court status obvious to authorized users when accessing customer accounts
CRT-REQ-5	The PBM BOS shall support assignment of a configurable Enhanced Enforcement Administrative Court (EEAC) Fee to the transaction that was selected for Court.
CRT-REQ-6	The PBM BOS shall recall a transaction filed with Court from collections, HV, and prevent payment from being applied by any payment channel while in Court status.
CRT-REQ-7	The PBM BOS shall allow for automated creation of an evidence packet based on CTRMA defined reports and correspondence templates.
CRT-REQ-8	The PBM BOS shall allow for the manual modification of an evidence packet to upload additional supporting documentation not contained within the PBM BOS.
CRT-REQ-9	The PBM BOS shall allow an authorized user to update the disposition of transactions selected for Court (e.g. guilty, not guilty, dismissed)

2.15 QUALIFIED VETERANS (QV)

The Qualified Veteran Discount Program allows qualified veterans toll-free travel on all CTRMA operated non-Express Lane facilities. Express Lanes are not eligible for the program as price is determined by demand. Qualifying veterans are required to apply for the discount program with CTRMA. Registration is not automatic or guaranteed.

To be eligible for the Qualified Veteran Discount Program, the following criteria must be met at the time of registration.

1. The vehicle must have current registration with the Texas Department of Motor Vehicles
2. The vehicle must be registered in the name of the QV
3. The vehicle must be issued a qualifying specialty plate and have it properly displayed
    a. Qualifying specialty plates include those registered under Section 504.202 or 504.315 of the transportation code
    b. Purple Heart recipients
    c. Legion of Valor recipients
    d. Congressional Medal of Honor recipients
4. The vehicle must have no outstanding Mobility CTRMA toll violations
5. The vehicle has an electronic toll transponder properly displayed and associated with the vehicle's license plate
6. Program participation is limited to one (1) vehicle per veteran except under special "hardship" circumstances, then the limit is two (2) vehicles per veteran

The application for the Qualified Veteran Discount Program can be found on the CTRMA web page at https://www.mobilityauthority.com/veterans. Applications are processed in the order they are received. The applicant will receive an email to approve or decline eligibility within 5 business days.

Contractor employees will be responsible for processing applications and providing recommendations to CTRMA staff daily. CTRMA staff will review Contractor veteran program recommendations and notify Contractor which applications are approved and which are denied. For approved applications, CTRMA staff will add the customer's transponder/plate to the DPS, where the discount program is administered.

Contractor staff will send confirmation and denial emails to all applicants after receiving notification from CTRMA staff. Emails are sent on an individual basis using a template provided by CTRMA.

State law allows for a second vehicle to be enrolled in the program if a hardship application is completed and approved. The hardship application can be found on the CTRMA web page at www.mobilityauthority.com/veterans/hardship. Hardship applications will be processed the same as regular applications, with the exception of allowing 2 vehicles per veteran.

From time to time, a customer will need to update their information with CTRMA. Changes to the phone number, email address, mailing address and electronic transponder numbers may be updated by having the customer send an email to veterans@ctrma.org. Contractor staff will monitor this email address and forward the email from the customer to CTRMA staff requesting any changes. Once CTRMA processes the update, a confirmation email will be sent to the Contractor. Upon

receipt, the Contractor will send the customer an "Update Confirmation" email using the template provided by CTRMA.

2.16 ESCHEATMENT

The Contractor shall provide the following services regarding escheatment:

1. Identify and process accounts eligible for escheatment based on Texas law.
2. Notify customers with inactive (no toll transaction, payment, or account activity) accounts that meet a configurable escheatment threshold amount and time period, in accordance with CTRMA business policies.
3. Aggregate escheated account balances for the same persons.
4. Electronically send residual account balances to the Texas State Comptroller annually, in accordance with CTRMA business policies, and report activity to CTRMA.
5. Deactivate or end date all stored payment methods on inactive accounts (balance not claimed within 3 years) with $0 balance immediately after residual funds are transmitted to CTRMA.
6. Close inactive accounts with $0 balance after residual funds are transmitted to CTRMA.

2.17 REMITTANCE OF FUNDS

This section describes a process for remitting toll and fee revenue collected on behalf of CTRMA and invoicing for services performed by the Contractor. The process may be adjusted during design to allow for alignment with the Contractor's system and CTRMA's desired process, pending CTRMA approval.

The Contractor shall remit funds collected by the Contractor to CTRMA's designated financial institution using the following guidelines. Based on revenue type (tolls, fees, associated toll facility, etc.), the remittance amounts may be forwarded to more than one CTRMA designated account. Interest accrued from money collected on behalf of CTRMA shall be disbursed to the CTRMA as a separate revenue type.

The Contractor shall bundle daily payments and transmit the payments, minus any applicable adjustments (e.g. nonsufficient funds, chargebacks, refunds, etc.) to CTRMA within <u>two banking days</u>. The Contractor shall remit payments as described below:

1. The Contractor, including all subcontractors who collect funds associated with the contract, shall each establish a trust account for all CTRMA funds where the Contractor remains accountable to manage all funds and transactions associated with payments, reversals, and refunds.
2. The Contractor, including all subcontractors who collect funds associated with the contract, shall seed the account with at least two days of normal deposit value that will be returned to the Contractor at the end of the contract. Any large, unexpected refund project may cause a need for the Contractor to add to the seed until deposits replenish back to basic seed level. The Contractor will be responsible to maintain a positive account balance and will be liable if any refund cannot be processed due to insufficient funds.
3. The Contractor, including all subcontractors who collect funds associated with the contract, shall deposit all CTRMA payments directly into CTRMA trust accounts via Electronic Funds Transfer except where prohibited.
4. The Contractor, including all subcontractors who collect funds associated with the contract, shall manage all chargeback and NSFs reported on CTRMA payments reversing the payment and its application to accounts. Reversal of payment will restart the account's natural lifecycle from the day of the payment making the account eligible for any late fee(s).
5. The Contractor, including all subcontractors who collect funds associated with the contract, shall reconcile all bank and merchant accounts daily, including payments, reversals, chargebacks, and Non-Sufficient Funds (NSF) to all financial activity recorded in the PBM BOS, including payments processed through the Lockbox and Walk-in locations.
6. The prime contractor will be accountable to remit all funds received and reversed on behalf of CTRMA. The prime contractor is responsible and accountable to report all funds received and reversed on behalf of CTRMA.

Table 31: Remittance of Funds

Requirement ID	Requirement
REM-REQ-1	The PBM BOS shall provision for deposit, reconciliation and remittance of funds collected by the contractor and any subcontractors for CTRMA per SOW.

2.17.1 Daily Deposit

The Contractor shall transfer funds from the trust account to a designated CTRMA bank account within two (2) banking days of the customers' payment.   The amount of transfer shall be equal to all payments processed from customers minus all reversals such as chargeback and NSF reversals and approved customer refunds.

2.17.1.1 Daily Gross Deposits Process

Daily, the Contractor shall perform the following steps:

1. Process all chargebacks, NSF, and refund requests.
2. Reconcile payments from the *System Payments and Reversal Detail Report*, described in 2.17.1.2, to the payments deposited into the Contractor-owned CTRMA trust account.
3. Net reversals from payments to determine the gross deposit to be transferred from the Contractor-owned CTRMA trust account to the CTRMA direct account.
4. Transfer funds from the Contractor-owned CTRMA trust account to the CTRMA direct account.
5. Send an email to CTRMA detailing the amount of the deposit and including the following reports:
    a. *System Payments and Reversal Detail Report*
    b. *Fee Allocation Summary Report,* described in 2.17.1.2, allowing CTRMA to properly record fee revenue.

2.17.1.2 Daily Required Reports

The contractor will run the following reports to properly calculate the amount of dollars to transfer to CTRMA and to inform them how to properly book the revenue:

1. *System Payments and Reversal Detail Report* - The Contractor shall submit a list of all payments and reversals including the account number associated with the transaction to CTRMA. The difference between the payments and reversals must match the bank deposit for that day's deposit. It is understood that breakoff times for funds and system application may differ requiring explanation of few payments each day. The difference between the reconciled payments and reversals will be the amount transferred from the CTRMA trust account to the CTRMA direct account.
2. *Fee Allocation Summary Report* - The Contractor shall submit to CTRMA a breakdown of the underlying source of total amount by toll facility (183A, 183, 183 North Express, 290, 45SW, Mopac Express, 71, and any new toll points added in the future).
    a. Actual tolls collected must be supplied for each roadway.

b. Supporting details for the distribution of fees applied to each roadway shall be calculated based on the percentage of tolls paid for each roadway relative to the total tolls paid for all roadways.

c. Supporting details for the distribution of fees applied to each roadway shall be calculated based on the percentage of tolls paid for each roadway relative to the total tolls paid for all roadways. Fees for each PBM billing stage are distributed based on the distribution factor for each roadway.

See the following example for more details:

	Volume
183A Plaza 1	15,000
183A Plaza 2	15,000
183A Plaza 3	30,000
183A Total	60,000
290 Plaza 1	10,000
290 Plaza 2	15,000
290 Plaza 3	15,000
290 Total	40,000

Total Transactions 100,000

Total Fees collected $50,000

183A Fees distribution factor = 60% = $30,000

290es distribution factor = 40% = $20,000

2.17.1.3 Daily Remittance Process Workflow

Daily

PROPOSED STATE – Part 1 of 2
Contractor to CTRMA
Gross Daily Remit

Merchant Deposit	Merchant Chargebacks	Lockbox Deposit	Walk In Center Deposit	NSF Reversals	Refund Reversals

Prime Contractor Owned/ Prime Managed Bank Account

(CTRMA trust account)

Daily Contractor Process:
1. Process Chargebacks and NSF Notifications and Refund Requests
2. Run system report detailing amount of payment applied to and reversed from customer accounts
3. Reconciles payments and reversals from "System Payments and Reversal Report" to daily deposit (portal payments may not always align completely with bank deposits)
4. Net reversals from payments to determine gross deposit total for CTRMA account transfer within 2 banking days*

* Liquidated Damages based on SLA TBD

System Payments and Reversal Report – List of all payments and reversals to each account to reconcile with bank deposit

Collection Agency 1	Sub Contractor Owned/ Sub Managed Bank Account (CTRMA trust account)	Contractor transfers gross revenue to CTRMA account	Sub Contractor Owned/ Sub Managed Bank Account (CTRMA trust account)	Collection Agency 2

Contractor emails CTRMA support documentation to substantiate deposit
1. System Payments and Reversal Report as reconciled with the bank deposit
2. Roadway revenue associated with deposit
   * Toll $s collected per roadway
   * Fees collected as allocated to each roadway based on tolls paid

Fee Allocation Report
*Document # of tolls by toll point
*Calculate fee allocation based upon tolls/toll point

Figure 3: Daily Remittance Process Workflow

2.17.2 Monthly Contractor Invoice Process

1. The Contractor calculates what is owed to them from the prior month collections using the following reports, described further in section 2.17.2.1.
   a. ***Summary of Funds Received Report*** – includes tolls and fees, collected or returned for each stage – this report corresponds to the pricing model and details for each toll and fee collected the distribution between the Contractor portion and CTRMA's portion
   b. ***Summary of Miscellaneous Activities/Pass Fees Costs*** – includes all line items eligible for compensation from CTRMA to the Contractor for contractual miscellaneous items performed
   c. ***SLA / Incentive Report*** – Appendix B details the required SLAs and the associated compensation implications. SLA results and earned compensation should be submitted to CTRMA by the 15th of the month.
2. The Contractor shall make a Summary/Cover Sheet detailing the total amount owed from CTRMA to the Contractor with line items that clearly tie to subtotal or total amounts to each report.
3. The Contractor will submit the invoice with all required monthly reports attached by the 24th of the month following closed month. CTRMA will review, approve, and pay the invoice within 30 days.

2.17.2.1   Monthly Required Reports

The contractor will run the following reports to properly calculate the amount of dollars to be billed to CTRMA and to inform them how to properly book the revenue sent throughout the month:

1. Compilation of ***List of Deposits*** – This report shall detail each deposit to the CTRMA direct account made for the month including date and total of each deposit.
2. Compilation of ***System Payments and Reversals Detail Report*** – This report should list each payment and reversal and should include at least the account number, the source (WIC, Portal, IVR, CSR), the method (Check, ACH, Cash, CC, Chargeback, NSF, Refund), applied to accounts that month. This report should contain all payments and reversals detailed in the daily reports for the month.
3. Summary and/or compilation of ***Fee Allocation Summary Report*** – This report must sum of the daily amounts allocated to each roadway for the prior month.
4. Summary of ***Funds Received Report*** – this report will include tolls and fees, collected or returned, for each PBM billing stage:
   a. Transactions Paid from Pre/Post paid account
   b. Transactions paid prior to Toll Bill Notice stage
   c. Paid at Toll Bill Notice (1st invoice stage)
   d. Paid at 1st Notice of Nonpayment (2nd invoice stage)
   e. Paid at 2nd Notice of Toll Violation (3rd invoice stage)
   f. Paid at Collections (4th invoice stage)

For each PBM billing stage, funds collected shall be summarized in the following manner:

    a. Total Tolls Collected

    b. Total Fees Collected

    c. Grand Total

    d. Contractor Tolls Portion

    e. CTRMA Tolls Portion

    f. Contractor Fees Portion

    g. CTRMA Fees Portion

    h. Supporting details of all tolls and fees collected, including volumes and amounts, shall be provided for each PBM billing stage.

    i. Supporting details of all tolls and fees returned, including volumes and amounts, shall be provided for each PBM billing stage.

5. Summary of *Miscellaneous Activities/Fees Report* – This report will detail all miscellaneous fees applied or collected, including volumes and amounts. All fees that can be directly associated to a single roadway may be assigned directly to the roadway. Additionally, or alternatively, the fee allocation percent for each roadway as detailed in the monthly *Summary of Fee Allocation Report* may be applied to remaining/all fee totals. All miscellaneous and/or Contractor processing fees shall be summarized as follows:
    a. Court Packets created
    b. Habitual Violator Enhanced enforcement fees
    c. Court Enhanced enforcement fees
    d. Special correspondence fees (Habitual Violator letters, other)
    e. Non-Sufficient Funds fee
    f. Out of State look up fee
    g. Credit Card fees – fixed
    h. Credit Card fees – variable

6. Approved *SLA/Incentive Report* - This report should have been submitted by the 15th of the month and must be accepted and approved before application onto the Invoice. If approval is not received by the 24th of the month, the Contractor, with CTRMA approval, may submit the report without the application of SLA implications, applying the implications for the following month's invoice.

2.17.2.2 Monthly Invoice Workflow

Monthly

PROPOSED STATE – Part 2 of 2
Contractor to CTRMA
Invoice Requirements

Summary of Funds Received (including tolls and fees, collected or returned, for each stage)

List of Miscellaneous Activities/ Pass Through Costs Qualifying for Additional Processing Fees (Court, HV, etc.) – Sub totals must be reported by roadway allocation per monthly Fee Allocation Report.

Approved KPI/Performance Report

Contractor calculates what is owed to them from prior month collections:
1. Money owed per stage from "Summary of Funds Received"
2. Fees for special tasks from "List of Miscellaneous Activities/Pass Through Costs"
3. Incentive earned or compliance damages owed from "KPI/Performance Report"

List of Deposits
Date and Amount for all prime and sub contractor deposits

System Payments and Reversal Report – List of all payments and reversals to each account to reconcile with bank deposit

Summary of Fee Allocation Report

By the 24th of the following month (e.g.Feb 24th for January Invoice) Contractor submits Invoice to CTRMA with appropriate backup:
1. Cover Page Detailing Amount Owed by CTRMA to Vendor
2. "Summary of Funds Received" report
3. "List of Miscellaneous Activities/Pass Through Costs"
4. Approved "KPI/Performance Report"
5. Monthly compilation of "List of Deposits – Date and Amount"
6. Monthly compilation of "System Payments and Reversal Report"
7. Monthly compilation of "Summary of Fee Allocation Report"

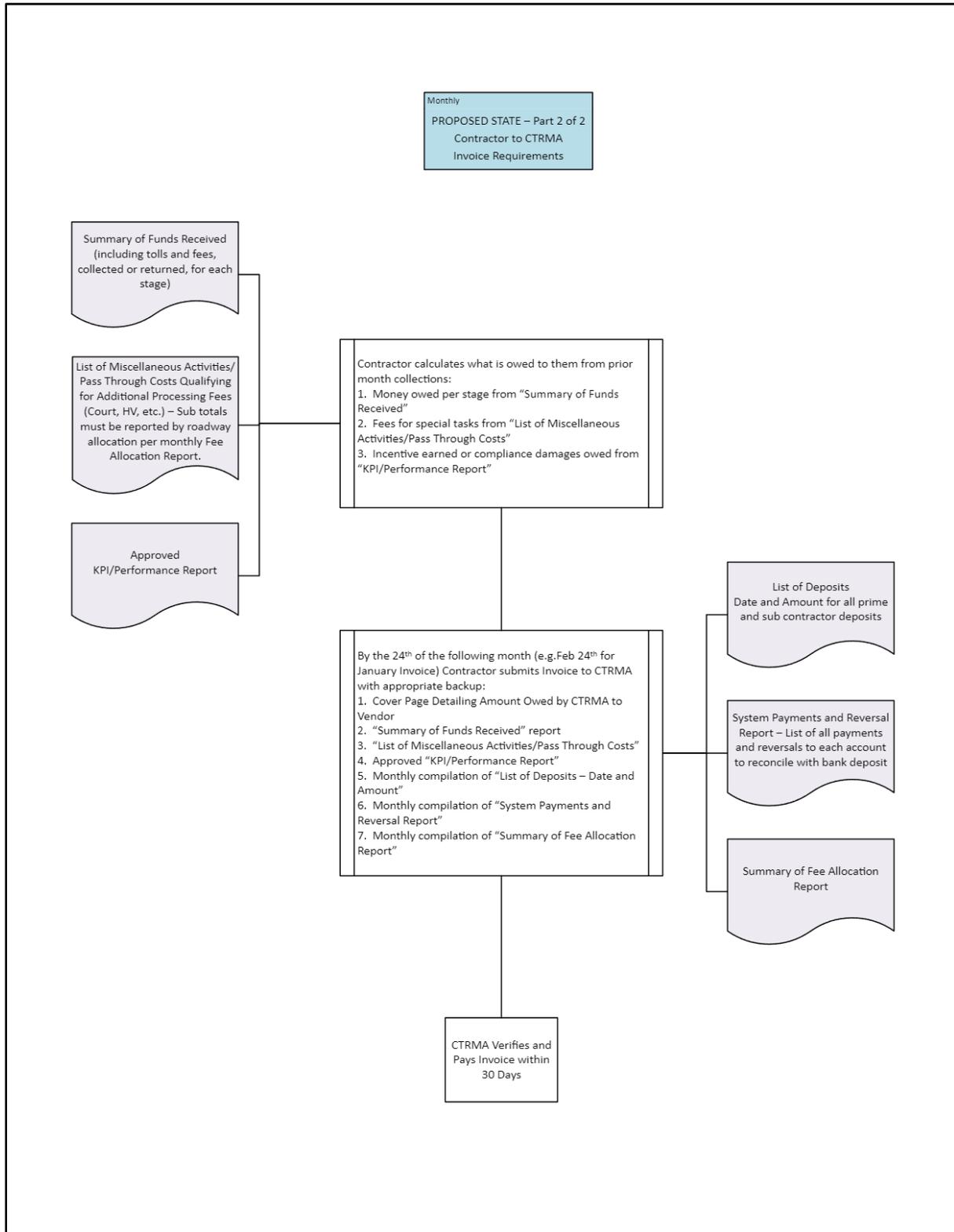CTRMA Verifies and Pays Invoice within 30 Days

Figure 4: Monthly Invoice Workflow

2.18   REPORTING

The Contractor shall provide CTRMA a Financial Reconciliation and Reporting System utilizing a comprehensive reporting engine and reporting database environment. Appropriate transactions and revenue, reconciliation, operational and system performance as well as financial and audit reports shall all be provided to CTRMA on an approved schedule (depending on the reports these may be ad hoc, daily, weekly, or monthly timeframes). Reports shall be developed and approved during the Design Phase of the project. Reports shall have the option to be run for calendar or CTRMA fiscal year (July 1 through June 30) periods.

The reporting database shall provide cradle to grave details for all PBM transactions within the BOS for accurate revenue reporting and auditability. The Contractor will work with CTRMA to detail all reports required for program auditing, operations and call center metrics, customer service, SLAs, KPIs and system performance, and revenue reporting.

The data contained within the reports must be clear in its meaning with supporting documentation.

The Contractor shall be responsible for designing, developing, testing, and implementing up to twenty (20) custom reports, in addition to the Contractor's standard suite of reports (e.g., common reports found on the reference projects provided).

Some examples of custom reports include:

1. Reconciliation reports
2. Liquidation report
3. Account summaries
4. Transaction reconciliation reports
5. Batch summaries (correspondence metrics) and dashboards
6. Payment plans
7. HV status reports
8. Pre-Court and Court reports
9. Dispute reports
10. Interface reconciliation (PBM – DPS, PBM to "X" system, collections, mail house) reports
11. KPI Reports

These custom reports shall be based on CTRMA's requirements. If CTRMA is unable to provide the requirements for all custom reports prior to Go-Live, the Contractor shall still be responsible for the design, development, testing, and implementation of all remaining custom reports for the term of the agreement.

The Contractor shall be responsible for ten (10) additional reports up to twelve (12) months after system acceptance to make significant updates to or develop up to ten (10) additional reports or dashboards at no additional cost. With each successive contract year, the Contractor will also be responsible for making significant updates to or developing up to ten (10) reports or dashboards at no additional cost.

The Contractor shall give CTRMA direct read-only access to data warehouse database tables, data, and mapping without requiring Contractor assistance.

The Contractor shall provide connectivity to CTRMA-owned data tools including Google Looker and Microsoft PowerBI.

The Contractor shall provide a data dictionary and Entity Relationship Diagram (ERD) for all database objects.

Table 32: Reporting Requirements

Requirement ID	Requirement
RPT-REQ-1	The PBM BOS shall provide dashboard(s) for the system and operational performance.
RPT-REQ-2	The PBM BOS reporting system shall provide reports in support and management of all requirements of this Appendix A to measure customer service, revenue, operational performance, system performance, and contractual requirements.
RPT-REQ-3	The PBM BOS reporting system shall provide reports for all performance requirements, as defined in Appendix B.
RPT-REQ-4	The PBM BOS shall provide users with the ability to customize and personalize their Dashboard to display data elements selected by the user
RPT-REQ-5	The PBM BOS shall allow filtering and sorting for any field contained in reports
RPT-REQ-6	The PBM BOS shall allow for scheduling reports to be generated automatically based on user-defined frequency (e.g. daily, weekly, monthly)
RPT-REQ-7	The PBM BOS shall use a standardized report format with layouts, headers, footers, and other general display criteria as defined during the design phase and approved by CTRMA
RPT-REQ-8	The PBM BOS shall provide an account summary in a printer-friendly format
RPT-REQ-9	The PBM BOS shall support reporting on an ad hoc basis
RPT-REQ-10	The PBM BOS shall allow a user to export reports in .pdf, Comma-Separated Values (CSV), and Excel format to the user's desktop and formatted according to approved templates (e.g. presentable and user-friendly format)

2.18.1 Key Reports

2.18.1.1   Total Transaction Liquidation Report

The Transaction Liquidation report captures the following metrics related to toll and fee revenue collected.

1. Reports on the liquidation rate of transactions posted each month, for the current and each previous month of operation.

Per example below, as of the data reported April 15, 2024, and as of the end of March, transactions posted in January have a liquidation rate of 37.88%, and transactions posted in February have a liquidation rate of 29.08%, and transactions posted in March have a liquidation rate of 4.08%.

Example 1:

Reported Date	February 15, 2024	March 15, 2024	April 15, 2024	May 15, 2024
	January 2024	February 2024	March 2024	April 2024
Posted in January 2024	15.10%	33.11%	37.88%	42.32%
Posted in February 2024		17.45%	29.08%	38.98%
Posted in March 2024			4.08%	26.32%
Posted in April 2024				5.75%
Total Average Liquidation	15.10%	25.22%	30.01%	33.55%

2.18.1.2   Total Transaction Liquidation by Roadway

Total transactions liquidation by roadway shows the following data points for all combined toll facilities and each individual toll facility.

Percentage of transactions	100%	26%	3%	38%	11%	2%	20%
	ALL ROADS	**183A**	**MOPAC**	**290**	**SH71**	**SW45**	**183S**
# of Transactions Billed:	336,936,478	114,789,466	13,413,645	83,769,303	23,276,890	10,017,413	91,669,761
# of Transactions Uncollectable:	21,970,177	7,491,168	1,129,105	5,524,399	1,612,670	483,600	5,729,235
# of Collectable Transactions:	314,966,301	107,298,298	12,284,540	78,244,904	21,664,220	9,533,813	85,940,526
Total # of Paid Transactions:	164,403,842	61,423,175	7,156,527	37,270,135	11,070,378	6,454,569	41,029,058
Uncollected Transactions:	150,562,459	45,875,123	5,128,013	40,974,769	10,593,842	3,079,244	44,911,468
Overall Liquidation Rate	54.95%	57.25%	58.26%	47.63%	51.10%	67.70%	47.74%

2.18.1.3 Total Transaction Liquidation by Transactions Age

Total transactions liquidation by transaction age for all combined toll facilities and each individual toll facility

Transaction Age	All roads # Paid	All roads Liq %	183A # Paid	183A Liq %	Mopac # Paid	Mopac Liq %	290 # Paid	290 Liq %	SH71 # Paid	SH71 Liq %	SW 45 # Paid	SW 45 Liq %	183S # Paid	183S Liq %
[0-30]	54,132,182	12.98%	15,469,876	14.37%	1,900,661	15.44%	18,290,610	11.74%	5,712,598	12.82%	1,915,148	20.07%	10,843,289	12.61%
[31-60]	80,735,942	19.66%	23,443,631	21.92%	2,673,293	21.87%	27,882,804	18.18%	8,546,906	15.66%	2,616,608	27.68%	15,572,700	18.28%
[61-90]	26,973,835	6.59%	7,635,902	7.13%	926,066	7.57%	9,459,682	6.16%	2,854,046	4.55%	793,893	8.40%	5,304,246	6.21%
[91-120]	12,157,271	2.94%	3,407,984	3.16%	412,939	3.35%	4,351,878	2.82%	1,243,328	1.87%	323,225	3.38%	2,417,917	2.80%
[121+]	38,745,125	8.93%	11,465,782	10.49%	1,243,568	9.99%	14,555,296	9.33%	3,783,878	2.14%	805,695	8.28%	6,890,906	7.80%
Uncollected	202,131,070	48.90%	45,875,123	42.93%	5,128,013	41.79%	81,949,538	51.76%	21,187,684	62.95%	3,079,244	32.19%	44,911,468	52.31%
Collected	212,744,355	51.10%	61,423,175	57.07%	7,156,527	58.22%	74,540,270	48.23%	22,140,756	37.04%	6,454,569	67.81%	41,029,058	47.70%

2.18.1.4 Collections Performance Report
1. Total Collected
2. List of all payments applied including:
    a. Customer Name
    b. Tolling Agency Account Number
    c. Customer LPN
    d. Amount Applied to Tolls
    e. Amount Applied to Fees
3. Dismissal Reports shall include a list of all non-cash dismissals applied including:
    a. Customer Name
    b. Tolling Agency Account Number
    c. Customer LPN

      d. Toll Value Dismissed

      e. Fee Value Dismissed

      f. Dismissal Reason (Reasons to be agreed upon between Tolling Agency and Collection Agency)

4. List of all customer calls from prior month including:

      a. Customer Name

      b. Tolling Agency Account Number

      c. Customer LPN

      d. Call Date

      e. Call Time

5. List of all customers written disputes from prior month including:

      a. Customer Name

      b. Tolling Agency Account Number

      c. Customer LPN

      d. Dispute Date

      e. Dispute Response

6. List of Advanced Escalations – list of customers from prior month that submitted a complaint to BBB, State Attorney General or Complaint Agency, CFPB including:

      a. Customer Name

      b. Tolling Agency Account Number

      c. Customer LPN

      d. Complaint Date

      e. Complaint Response Date

      f. Complaint Root Cause Category

7. Regression reports – list of batches by month including:

      a. Total placed

      b. Adjusted balance (total placed-dismissed and recalled amount)

      c. Cumulative $ collected

      d. Cumulative % collected

      e. % collected from batch each month from placement month to current month

8. Outbound activity report

      a. # of outbound attempts via phone, text, email, push, USPS notice 1, USPS notice 2, USPS notice 3, USPS subsequent notice (each value presented by channel)

      b. # of unique customers receiving an outbound attempt

3   PROJECT MANAGEMENT

3.1   WORK AUTHORIZATION AND PROJECT DELIVERY

Each phase of the Contract, project implementation and maintenance, will be based on individual Work Authorizations approved by CTRMA. Each Work Authorization will include, at a minimum, the following:

1. General requirements of the PBM BOS and services to be performed
2. Scope of Work (SOW)
3. Project implementation schedule
4. Coordination and project management requirements
5. Milestone payment schedule
6. Price sheet
7. Project documentation

The Milestone Payment Schedule as shown in Table 33 is based on the Work Authorization issued for the implementation phase of the work. A separate Work Authorization will be issued following system acceptance for the maintenance and CSC operations phase of the work.

Table 33: Milestone Payment Schedule

Milestone Payment Schedule			
Payment Milestone	% Paid	Cumulative % Paid	Date
Notice to Proceed	10%	10%	NTP Date
System Detail Design Document Approved	20%	30%	Per Project Schedule
Factory Acceptance Testing	30%	60%	Per Project Schedule
System Integration Testing	10%	70%	Per Project Schedule
Go-Live	20%	90%	Per Project Schedule
Operational Acceptance Test Completed	10%	100%	Per Project Schedule

3.2 PROJECT DELIVERABLES

The Contractor shall conduct a kick-off meeting to present a detailed project schedule and discuss with the CTRMA their plans to begin the work. Key project personnel shall be in attendance in-person for this meeting. The Contractor shall be prepared to initiate their plans for meeting all required milestones in the timeframes listed in the applicable Work Authorization.

All documentation shall be submitted to the CTRMA for review, comment and approval. Updated versions of the draft documentation may be required by CTRMA before approval is given. All versions of documentation shall be delivered electronically and in searchable format to CTRMA allowing for comments within the deliverable document. Documents shall be delivered using Microsoft Office Word format and shall be delivered in native file format, unless CTRMA agrees otherwise. Updated versions should include redline and "clean" versions with proper version control. Final deliverable review durations may be discussed during contract negotiation.

3.3 PROJECT SCHEDULE

The Contractor shall prepare and submit a detailed project schedule based on a work breakdown structure that includes all tasks, activities, resources, and milestones related to the software development and delivery lifecycle including, but not limited to, requirements gathering, design, development, procurement, implementation, testing, training, migration, and deployment of the proposed system. The schedule shall contain all the detailed discrete work packages and planning packages (or lower-level tasks/activities) including task dependencies to support project events. The Contractor shall maintain the project schedule in Microsoft Project format (Microsoft Office 2016 or newer) and provide copies in .pdf format. The Contractor shall identify all milestones and events, starting with the Notice to Proceed (NTP), to the end of the deployment phase, culminating with the final Operational Acceptance Test (OAT).

The schedule shall be updated, and resource loaded following NTP to baseline the schedule by including unknowns and any changes agreed upon during negotiation. All subsequent schedule updates shall be made to the revised baseline for the duration of the project. The Contractor shall update and make the project schedule available to CTRMA no less than every month. The Contractor shall also submit an updated version of the project schedule as part of the monthly progress report, described in Section 3.4.1, Regular Project Meetings.

The project schedule shall include activity start dates and durations, milestones dates, predecessor and successor dependencies, baseline and actual dates, resources by name, and a critical path representing activities without any slack. The project schedule shall provide for CTRMA documentation/deliverable review cycles that include the following:

- The initial submission of the documentation
- CTRMA's review and comment on the documentation
- The Contractor's update of the documentation per CTRMA's review comments
- The subsequent second CTRMA review and comment on the documentation, if needed

The project schedule shall reflect each document submittal in whole and sections as agreed upon for CTRMA review, including CTRMA review time periods.

At least monthly, the project schedule shall be submitted to CTRMA in Microsoft Project format with a searchable PDF file and associated narrative with the following updates:

1. The project schedule shall provide the completion status of all tasks, activities, and milestones (e.g., deliverable submittal, project review meeting).
2. The project schedule shall provide all task activities resource loaded by name, and resource reports generated to demonstrate staff is not over-allocated across all tasks.
3. The project schedule shall identify tasks, activities, or milestones that are behind schedule. For example, if the preparation of a deliverable has expended 60% of the scheduled completion time while the completion percentage is only at 50%, then this deliverable is behind schedule. If a recovery schedule cannot prevent a project completion delay, the Contractor shall provide a risk matrix/register with a mitigation strategy for critical path tasks and activities. Near-critical path analysis shall be accomplished as well.
4. The Contractor shall provide version control with project schedule updates.
5. The project schedule shall account for nonworking days (weekends, CTRMA approved holidays, etc.)

All scheduled tasks for the project schedule shall include at a minimum:

2. WBS number
3. WBS name
4. Resources performing the task activity
5. Subsystem affected
6. Task duration (includes start to finish of activities to complete a task)
7. Planned versus actual time at the start of the task
8. Predecessors and successors

3.4 PROJECT MEETINGS

3.4.1   Regular Project Meetings

Monthly project progress meetings shall be held at a location agreed and approved by CTRMA and shall follow a defined agenda. The Contractor shall submit a progress report and a meeting agenda to CTRMA at least two (2) business days before the scheduled meeting.

The progress report and agenda shall include but not be limited to the following:

1.   Updated project schedule showing progress since the previous meeting and including any proposed changes from the latest approved project schedule.
2.   Completed work descriptions and the percentage complete for each task in progress.
3.   Identification of all critical path tasks.
4.   Risk/issue matrix changes, including associated recommended mitigation/resolution strategies or contingency plans intended to avoid potential delays.
5.   Report on testing activities, including status and overview of defect tracking results (when applicable).
6.   Descriptions of any pending and proposed change orders, or if any change order work is in progress, the status of the associated work.
7.   Accomplishments during the reporting period.
8.   Six (6)-week look ahead work plan for activities to be accomplished on the project.
9.   Updated action items list providing the status of the open action items, identifying and explaining action items that can be closed, and documenting new action items resulting from the discussion of outstanding issues and concerns. The action items list shall contain both the open action items assigned to CTRMA, and the open action items assigned to the Contractor.

Other project meetings shall be required to address specific issues and tasks. The Contractor shall perform the following:

1.   Coordinate date and time with the CTRMA Project Manager and distribute notices of the project meeting by email and post them on the approved project document management location.
2.   Prepare the agenda in coordination with the CTRMA Project Manager.
3.   Attend the meeting with all required staff in attendance or present by video/virtual conferencing (e.g. MS Teams).
4.   Prepare draft minutes of the meeting, with decisions and action items noted, and forward them to the CTRMA Project Manager immediately following (within 24 hours of) the meeting.

3.4.2   Project Kick-off and Work Progress

A project kick-off meeting shall be held between CTRMA and the Contractor within fifteen (15) business days of the project NTP. At this meeting, all appropriate lines of communication for both oral and written correspondence shall be established. Appropriate methods for documenting meetings, telephone conversations, and other communications shall be defined. The project schedule shall be reviewed in detail and refined, as necessary.

The Contractor shall prepare and submit to CTRMA monthly progress reports on the status of all major items and activities. The progress report shall include an updated project schedule.

Project progress meetings shall be conducted monthly at the CTRMA offices, at a schedule to be proposed by the Contractor and accepted by CTRMA. The purpose of these meetings shall be to monitor progress, discuss design issues, and plan for testing, transition, risks, 3rd party coordination, and implementation.

3.4.3 Workshops

The Contractor shall conduct workshops with appropriate stakeholders, including 3rd parties and subcontractors, if necessary, to review all submissions, validate system requirements, design approach and design, report and report formats, and other technical discussions requiring coordination between CTRMA and the Contractor. With CTRMA's approval, some workshops may be conducted via conference call.

3.5 PROJECT MANAGEMENT PLAN

A Project Management Plan (PMP) shall be submitted to the CTRMA, which shall reflect that the Contractor follows the processes and tools consistent with the most recent and applicable Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK). The PMP shall include a description of the management techniques to be used during all phases of the project.

The Contractor shall develop and submit to CTRMA for review and approval of a PMP describing the overall management, staffing, and measurable controls used to meet the requirements contained herein.

This PMP will be a living document, and as such, shall be updated periodically to reflect any changes as approved in writing by the CTRMA. Requirements for the PMP plan are detailed below. The Contractor shall maintain and keep current all incorporated individual plans, procedures, and processes that comprise the PMP for the duration of the contract.

3.5.1 Document Submittals

CTRMA will accept no more than three (3) original first submittal documents from the Contractor per review cycle. CTRMA shall accept additional documents within a review cycle provided the additional documents represent materials previously reviewed by CTRMA and now contain new Contractor updates that address CTRMA comments.

All plans and documentation shall be submitted in the English language to CTRMA electronically through a secured document management system. Refer to Section 3.4.2, Online Document Sharing and Document Management System, for more information.

All plans and documentation shall be submitted to CTRMA for review and acceptance. Plans and other documentation shall be submitted to allow time for a minimum of two iterations of the CTRMA review/Contractor revisions to be completed and still adhere to the targeted final document deliveries identified by the Contractor and approved by CTRMA. Any need for resubmittal shall not be a cause for delay in completing the project following overall project milestones. Acceptance of documents shall not relieve or limit the Contractor's responsibility to provide a PBM BOS in full compliance with the contract. If corrections or improvements are

requested, the Contractor shall resubmit the plans and documentation until the plans and documentation are fully accepted.

In addition, CTRMA has the right to reject and request resubmittal of any documentation that contains quality issues (i.e., multiple errors related to spelling, grammar, incomplete, lacking substance, and formatting).

Deviations from the Scope of Services requirements that may be contained within Contractor-submitted documents, even though CTRMA may accept the document, shall not have the effect of modifying contract requirements. Only specific requests to CTRMA from the Contractor for waivers or specification changes that are formally accepted by CTRMA will change the requirements in the contract.

The Contractor shall maintain a tracking tool, posted in an accessible location to CTRMA, for maintaining document submittal and review status. The Contractor shall update the tool weekly for document submittals in a two (2) week look ahead, and in real-time for submittals sent to CTRMA for review, and for reviewed documents received from CTRMA.

3.5.2   Online Document Sharing and Document Management System

The Contractor shall utilize CTRMA's SharePoint to internally manage, share, and distribute project documents, deliverables, and information, including copies of all submitted versions of plans and documentation.

The Contractor shall provide and maintain for the duration of the contract, a secure document management system. This document management system shall identify, categorize, track and manage all project plans, manuals, business rules, and requirements, design documentation, test cases, training materials, as-built documentation, and other project documents defined under the applicable Work Authorization. All documentation and artifacts contained in the document management system shall be easily searchable. Updated versions of project documents shall be submitted to CTRMA for approval whenever significant revisions are made to project documentation. All documentation developed by the Contractor for the project, including materials developed to support training and marketing, shall be the property of CTRMA.

All documentation shall be submitted to CTRMA for review, comment, and approval. CTRMA may require updated versions of draft documentation before providing approval. Draft and final versions of documentation shall be uploaded electronically to CTRMA using CTRMA's SharePoint site. The Contractor shall deliver documents in a standard Microsoft Office application format, which allows for red-lining and tracking changes. All documents are subject to version control; once submitted to CTRMA, the Contractor shall submit all future revisions of a document in both red-lined and clean versions.

3.5.3   Organization Chart and Project Staffing

The PMP shall include an organization chart(s) listing key personnel together with their roles and responsibilities and the percentage of time that will be dedicated to the Project. The organization chart(s) shall indicate the Project Manager as well as other personnel who will be responsible for requirements, software development, testing, networking, maintenance, training, and documentation aspects of the Project.

The Contractor shall be responsible for assigning and maintaining enough competent and qualified professionals and other technical personnel needed to deliver a PBM BOS that meets the

requirements defined in this Appendix A. The Contractor shall submit to CTRMA for approval a description of an onboarding process that ensures all personnel assigned to the program pass a drug screen and background check requirements per the process specifications.

The Contractor shall clearly describe categories of work that will be performed by the Contractor's own personnel and those categories that will be performed by subcontractors. The Contractor shall also include a description of the procedures that will be used for managing all subcontractors.

The Contractor shall provide detailed resumes for each key personnel resource. The Contractor shall submit any changes to these key personnel to CTRMA in writing for approval for the duration of the contract. CTRMA shall require the Contractor to promptly replace the said individual with a person suitably qualified, within thirty (30) days of the event requiring replacement and acceptable to CTRMA.

Table 34: Key Positions

Key Position	Description	% Allocation during Implementation	% Allocation during Operations and Maintenance
Principal-In-Charge	The Principal-In-Charge shall have a minimum of ten (10) years of experience in the PBM, violations processing, collections and customer services industry, of which at least the last five (5) years shall have included senior management responsibility for major projects of which at least one (1) project shall have been five (5) million dollars or more in value. The Principal-In-Charge is responsible for the performance of the Program Manager and a point of contact for any escalated project issues that cannot be resolved by the Program Manager.	20%	10%
Project Manager	The Project Manager shall have a minimum of ten (10) years of experience in the PBM, violations processing, collections and customer services industry, of which at least the last five (5) years shall have included senior management responsibility for major projects of which at least one (1) project shall have been five (5) million dollars or more in value. Certification as a Project Management Professional by the Project Management Institute is preferred but not required. The Project Manager is responsible for the overall conduct and performance of the project, oversight of the project and is primarily responsible for the day-to-day execution of the work required to implement the system and prepare the call center for daily operation.	100%	As needed

Key Position	Description	% Allocation during Implementation	% Allocation during Operations and Maintenance
	The Project Manager is responsible for the execution of the work, acts as an agent, a single point of contact in all matters on behalf of the Contractor and must be present (or an approved designee shall always be present) at the project site to attend all workshops and/or meetings and as required by CTRMA. The Project Manager must be available to execute instructions and directions received from CTRMA or its authorized representatives. The Project Manager shall attend meetings at CTRMA's office as required.		
Operations Manager	The Operations Manager shall have a minimum of five (5) years of experience in the PBM, violations processing, collections and customer services industry. The Operations Manager is responsible for managing all activities related to the customer service program detailed in the Scope of Services.	25%	100%

Key Position	Description	% Allocation during Implementation	% Allocation during Operations and Maintenance
Lead Business Analyst	The Lead Business Analyst shall have a minimum of five (5) years of experience in the PBM, violations processing, collections and customer services industry. The Lead Business Analyst is responsible for working with CTRMA and the business to define and document processes, procedures, and requirements, especially as it relates to business and system monitoring.	25%	100%
Call Center Manager	The Call Center Manager oversees the daily operations of the call center, ensuring efficient and effective customer service. They manage a team of agents, providing training, support, and performance evaluations to maintain high service standards. The Call Center Manager monitors call center metrics, such as call volume, response times, and customer satisfaction, to identify areas for improvement and execute associated improvement plans. They also handle escalated customer issues, implement policies and procedures, and coordinate with other departments to ensure seamless operations.	25%	100%

Key Position	Description	% Allocation during Implementation	% Allocation during Operations and Maintenance
Operational Quality Assurance Manager	The Quality Manager is responsible for creating quality audits for each operational team and for each support team, including HV, Quality, and Advanced Escalation teams. They ensure an appropriate number of work items are evaluated for each exempt employee. Additionally, they gather and address trends at both the program and individual levels to maintain high standards and continuous improvement across the organization.	10%	25%
Work Force Manager	The Workforce Manager ensures accurate projections for workload volume and resource needs for each operational department across four levels: long-term, mid-range, short-term, and intraday. For the long-term, they forecast for the next year, considering seasonal variations. At the mid-range level, they plan quarterly, focusing on new hire teams. In the short-term, they create weekly schedules and manage intraday adjustments for real-time issues like call-ins.	25%	25%

3.5.4 Advanced Support Groups

CTRMA requires additional advanced support groups that must have dedicated personnel who do not report to or supplement ongoing daily operations. Operational teams include, but are not limited to, call center, back office processing (inbound correspondence handling), lockbox, or data entry. These support team personnel need to maintain an arms-length arrangement separate from ongoing operations to ensure strong controls within the program.

1. Habitual Violator / Enforcement lead
2. Advanced Escalations lead
3. Quality Analyst lead
4. Commercial Customer lead

3.5.5 Planning, Communications and Reporting

The PMP shall include a description of the protocol and procedures that will be used for communications with the CTRMA related to planning, issues resolution and reporting. This description shall address correspondence, document control, submittals and submittal letters, change orders, reporting of project status, and the CTRMA's access to the Contractor's key personnel.

3.5.6 Risk Management

The PMP shall describe the system of risk management that the Contractor will implement to identify, track and mitigate areas of project risk. Factors that shall be tracked over the course of the project include the events subject to risk, probability, impact, mitigation, contingency and reduction. A special focus shall be the protection and privacy of customer data.

The PMP shall describe the risk management method the Contractor shall implement to identify, track, and mitigate areas of project risk, including cost. The Contractor shall track concerns throughout the project, such as the occurrence of certain events with assigned and described risk probability, impact, and mitigation (e.g., elimination, contingency, and reduction). Special risk planning sessions shall be initiated by the Contractor at least five (5) months before go-live activities are planned. These risk planning sessions shall include the following deliverables:

1. Identify all high-risk events which could occur as part of the deployment in terms of transaction processing and historical data retrieval and reporting.
2. Produce queries that seek to identify any occurrence of the high-risk items identified in the item.
3. At pre-defined intervals, review reports and queries for validity, and notify the responsible Contractor resources for immediate issue assessment if the results are invalid. The CTRMA-assigned distribution list shall receive status reports of the results generated and sent daily, during a defined time (e.g., four [4] weeks) immediately after go-live.

3.5.7 Cooperation with Others

CTRMA shall be entitled to full and prompt cooperation of the Contractor in all aspects of the work. The Contractor shall use best efforts to minimize any disruption to CTRMA's regular business operations (including am and pm peak hours as applicable) when the Contractor is

performing services. Close coordination between the Contractor, the CTRMA operations staff, and other contractors shall exist during all phases of the project. The Contractor shall work closely with any other contractors working for CTRMA in coordinating any activity which may affect both the contractors and CTRMA. This coordination especially pertains to CTRMA's DPH connectivity and integration testing, testing, and researching networking issues, which may involve multiple contractors.

The Contractor shall also cooperate with other parties, including vendors, governmental agencies, and other maintenance providers, as required, to ensure that maintenance functions are handled effectively, efficiently, and per all specifications of any applicable vendors, governmental agencies, and other maintenance providers.

The Contractor shall respond to the CTRMA requests for information within two (2) business days unless otherwise agreed to by CTRMA.

3.6   PROJECT QUALITY ASSURANCE

The Contractor shall establish, maintain, and follow an effective QA/QC Program to ensure adequate conformance to requirements and quality delivery of all project deliverables and tasks. This conformance to requirements includes design, development, testing, training, implementation, and maintenance.

The QA/QC Program shall be overseen by a dedicated QA/QC Manager who reports at an organizational level above the Contractor's Project Manager, or outside of the Project Manager's direct staff, during design and development of the PBM BOS. The responsibilities may shift to the Project Manager during maintenance after OAT is accepted, should the contractor deem it appropriate.

The Contractor shall document the QA/QC program as part of a Quality Management Plan (QMP). The QMP shall describe the processes and procedures instituted by the Contractor to ensure the QA/QC program functions as an integral part of the project.

The QA/QC Program shall include a process for logging and tracking system issues. CTRMA shall designate CTRMA users and/or CTRMA representatives with access to tracking systems. This process shall include the initial recording of issues, follow-up tracking, and final disposition tracking during the design, development, testing, and implementation phases of the project. The QA/QC process shall ensure accurate problem or issue description and recording, assignment of personnel, tracking of progress for corrections/revisions, and regression testing, as applicable. The Contractor shall use a fully integrated problem or issue-tracking tool that includes reporting capability.

The Contractor shall propose an internal change control process as part of their QMP. Once approved by CTRMA, the change control process shall be instituted and utilized throughout the duration of the contract.

3.6.1   Configuration Management

The Contractor shall use proven configuration management tools and techniques throughout the project to track and control versions of Commercial Off-The-Shelf (COTS) software products, and customized software. The Contractor shall control their documentation through a configuration

management system that tracks changes to documents and controls configuration release and version numbering. This plan shall include the methodology for keeping all products current and the planning of upgrade testing needed to accomplish this.

On an annual basis, the Contractor shall ensure that all COTS software remains supported by its original manufacturer. The Contractor shall also update system software and hardware to support any changes in third-party interface communications (through ICDs) and industry standards. If a COTS vendor announces the end of support for any installed COTS software products, the Contractor shall make the necessary changes to support a replacement COTS product for at least the duration of the contract. If licensing requires renewal or action by CTRMA, the Contractor shall make this request from CTRMA at least sixty (60) days before the expiration date of the license or product. If there are modifications to industry standards that warrant addressing to maintain required security, communication, safety, and performance, the Contractor shall immediately notify CTRMA and shall propose an update or replacement equal or better to the current COTS product or custom software. This replacement plan shall include a schedule and proposed testing for approval before migration to the new product.

Once the Contractor places any portion of the proposed system into operational service, the Contractor shall not change or replace any production software without written approval from CTRMA. The Contractor shall monitor and implement any required software updates/patches to ensure functionality and security remain current no less than quarterly. The Contractor shall document any such approved changes as part of the configuration management process. The Contractor shall provide and maintain specific change and release management plans reflecting the methodologies for the approval and release of any subsystem changes, including simple configuration changes or hard code changes.

The Contractor shall obtain CTRMA's review and approval before any needed updates to the system(s) or communication network updates.

The Configuration Management Plan shall address the following areas:

1. Configuration Control:
   a. Requirements management
   b. Deviation and specification change requests
   c. Data management
   d. Configuration audits: functional and physical
   e. Acceptance requirements for the implemented PBM BOS
   f. Testing requirements for the implemented PBM BOS
2. Configuration Accounting:
   a. Document Control and the Library Function
   b. Accepted Documents
   c. Revision History for Documents
   d. Status of Changes
   e. Changes by Product/Serial Number
   f. Results of Configuration Audits
   g. Configuration Management Accounting (As Designed, As-Built, As Delivered)
   h. Revision Status of Implemented PBM BOS
   i. Version control

The Configuration Management Plan shall describe procedures to track and manage COTS and custom application software, configuration files, and project documentation. The Configuration Management Plan shall include the number of user licenses used for all COTS products, the methodology for keeping all products current, any testing required for an upgrade, corrective actions, and monitoring vendor support termination.

In addition to procedures to assure uniformity of installed software version and release for the project duration, the plan shall include the maintenance of an end-of-project checklist verifying all installed COTS and custom products are the current version and release. All COTS hardware shall provide information about the manufacturer, vendor contact information, model or part number, serial number, and feature set.

The Contractor shall submit the Configuration Management Plan to CTRMA for review and approval.

The Contractor shall identify, categorize, code/label/name, track, and manage all project requirements, plans, design documentation, manuals, drawings, correspondence, memorandums, subcontracts, and other documents under the Contractor's control. The Contractor shall document and track all revisions using a system of version control and change control logs.

All documentation developed by the Contractor for the project, including materials developed to support training and marketing, shall be the property of CTRMA.

3.7   REQUIREMENTS TRACEABILITY MATRIX

The Contractor shall prepare and submit a Requirements Traceability Matrix (RTM) during the system requirements and design phase of the project. The RTM shall document, at a minimum, the following:

1. All requirements as described herein with a unique ID and unchanging number.
2. The intended primary and secondary (if any) means used to verify the requirement, such as inspection (I), analysis (A), demonstration(D), or test (T).
3. The uniquely identified test procedure or script number used to verify a requirement.
4. The date verified (to be used during testing and verification).

The RTM shall trace verification of all requirements contained in the Scope of Services back to their source (e.g., Scope of Services, or via discovery) and forward to their design element and eventual test cases.

The RTM shall include the following, at a minimum:

1. System requirements shall reflect their associated Scope of Services section numbers for each requirement (to lowest level section).
2. Business rules shall be linked and can be traced to their associated system requirements.
3. Testable requirements derived from the Scope of Services
4. Design elements contained in the System Detailed Design Document (SDDD) (to lowest level section).
5. Verification method.
6. Test cases as applicable per verification method.
7. Training modules as applicable.

8. The Contractor shall maintain the documentation traceability of RTM by the document management system and as part of change control for the duration of the contract. In this way, a change order or defect/deficiency fix, or repair could result in changes to other components or system elements and therefore require an update to the RTM. Refer to Section 3.4.2 for more information on the document management system. After system acceptance, the Contractor shall provide any changes to the RTM. These changes shall be submitted to CTRMA for approval.
9. The Contractor shall update the RTM through the maintenance period.

The Contractor may include additional tracing elements information in the RTM to assure all requirements are accounted for as part of the design and development phases before commencing system testing.

An updated RTM shall be provided with each iteration of the SDDD and no less than two weeks prior to any formal test period.

3.8   SYSTEM DETAILED DESIGN DOCUMENTS

As part of the design phase of the project, the Contractor shall submit an SDDD that describes the design specifications of all hardware, software, and communications/networks to be provided by the Contractor to meet the requirements of the PBM BOS as described in the Scope of Services. Hardware design shall describe all hardware specifications including appropriate diagrams and facility layouts. Software design shall describe the module and/or process level.

The SDDD shall include the following, at a minimum:

1. Computer/server sizing and design details
2. System architecture to include cloud environment (primary/secondary) (if applicable)
3. Description of all the Contractor-developed and third-party software
4. Preliminary report samples and formats
5. Description of system diagnostics, status monitoring and error handling
6. Description of redundancy and failover processes
7. ICDs (if developed by the Contractor or a 3rd party)
8. Data integrity assurance plan
9. Data communications/network diagram.
10. Workflow diagrams and screenshots to support all functionality

The SDDD shall be kept current. The document shall be updated after every significant release or configuration change of any portion of the PBM BOS.

3.9   DISASTER RECOVERY AND CONTINUITY PLAN

The Contractor must develop, implement, and maintain a comprehensive DRP for CTRMA's PBM BOS to ensure the continuity and recovery of the tolling program's operations in the event of a disaster. The DRP must address all critical aspects of the tolling program, including but not limited to, data integrity, system functionality, and customer service continuity. The Contractor must adhere to relevant regulations and industry standards.

The primary objectives of the DRP are to:

1. Minimize disruption to tolling operations.
2. Protect the integrity and confidentiality of tolling data.
3. Maintain customer service levels during and after a disaster.
4. Integration with monitoring system(s) to include alerts and notifications of the success or failure of backup systems or jobs
5. Ensure rapid recovery of backup systems, applications, and data.

The DRP must cover the following areas:

1. Risk Assessment and Business Impact Analysis: Identify potential risks and their impact on tolling operations.
2. Archival and Recovery Strategies: Develop strategies for data backup, archival, system recovery, and business continuity.
3. Emergency Response Procedures: Outline immediate actions to be taken in the event of a disaster.
4. Communication Plan: Establish protocols for internal and external communication during a disaster.
5. Testing and Maintenance: Define the procedure for testing the DRP and execute the test annually including any updates necessary to ensure its effectiveness.
6. Recovery Point Objective (RPO): the maximum acceptable amount of data loss for all critical PBM services, after an unplanned data-loss incident, expressed as an amount of time which shall be zero
7. Recovery Time Objective (RTO): the maximum acceptable amount of time for restoring critical PBM services and regaining access to data after an unplanned disruption, which shall not exceed twenty-four (24) hours
8. Level of Service (LOS): the combination of throughput and functionality required to sustain PBM business operations

The disaster recovery plan shall be kept current throughout the duration of the contract and tested as part of Integration testing, and annually thereafter. The Contractor will also notify CTRMA whenever environments are compromised or otherwise operating in an alternative environment or manner in the event of a disaster event.

Table 35: Disaster Recovery (DR) and Continuity Requirements

Requirement ID	Requirement
DRP-REQ-1	PBM BOS shall provide the DR capability to store 100% of the PBM electronic information
DRP-REQ-2	All transactional data (including violation images) will be retained in accordance with the CTRMA data retention policy and then may be archived in a permanent long-term storage subsystem
DRP-REQ-3	PBM BOS shall provide the capability to purge archived data on a periodic basis in the DR environment
DRP-REQ-4	PBM BOS shall provide CSRs the equivalent capability to perform all back-office functions in the DR environment
DRP-REQ-5	PBM BOS shall provide real-time data synchronization between the active-active sites. Any changes made in the primary environment shall be instantly replicated to the secondary environment.
DRP-REQ-6	PBM BOS shall perform daily incremental backups of the production data
DRP-REQ-7	PBM BOS shall provide a backup process including scheduling full and incremental backups
DRP-REQ-8	PBM BOS shall provide a reconciliation history of items planned for removal and those removed in DR
DRP-REQ-9	PBM BOS shall provide failover to a backup/redundant system(s) in the case the primary system fails, and the CTRMA directs the Contractor to begin the failover
DRP-REQ-10	Disaster Recovery Time shall be tested once during the SAT period and annually thereafter
DRP-REQ-11	Should communications fail between the PBM and any CTRMA-operated facility, the PBM BOS shall be capable of re-transmitting appropriate files to the affected Facility automatically
DRP-REQ-12	PBM BOS shall automatically back up the PBM data daily using appropriate size, time, and subsystems

Requirement ID	Requirement
DRP-REQ-13	Available Disaster Recovery supported by a Tier 2 (or greater) data center complying with the Telecommunications Infrastructure Standard for Data Centers (TIA-942)

3.10 TRANSITION AND CUTOVER PLAN

The PBM Transition/Cutover Plan shall include detailed accounting for all activities, operations, and systems necessary for the transition and Go-Live of the new PBM, including but not limited to:

1. Transition tasks and activities: including all activities, deliverables, sequencing, checkpoints, and schedules for transitioning from the current legacy back-office system to the new PBM. This typically includes elements such as customer communication, coordination with third-party providers, interface providers, legacy vendors, transitioning call center operations, migrating phone systems, staff transfer, and interoperable partners/entities, as well as the identification of personnel resources and availability, and training of resources. This may include tasks and deliverables that are many weeks or even months in advance of the cutover date.
2. Pre-deployment tasks: includes tasks and deliverables that are required for a clean and successful cutover and Go-Live, but that may precede the actual deployment by a few days or weeks. This is typically where checklists are reviewed, resources are re-confirmed, and advance notices of outages are communicated.
3. Deployment tasks: these are the actual detailed Go-Live tasks that are performed for the implementation, usually starting 24 to 48 hours prior to Go-Live
4. Post-deployment tasks: these are all the quality monitoring and production verification tasks post Go-Live, to ensure all systems are operating as expected. The incident management procedures for Go-Live will be included in this section of the plan. The Contractor shall propose an extended period of "Hyper-care" for up to 4 weeks, or whenever incidents level off (whichever comes first). This Hyper-care period would include additional Contractor resources to monitor the system 24/7, report and communicate incidents, resolve problems, and report on the queries identified in the Special Risk Planning session.
5. Rollback plan: this is the detailed plan for rollback, in the event it should be required, and the parameters and conditions which would necessitate a rollback.

All Pre-deployment, Deployment, and Post-deployment tasks on the plan shall include at a minimum:

1. Task number
2. Task name
3. Resources performing the task
4. Subsystem affected

5. Task duration (timing cell in the plan)
6. Running time expired, at the start of the task (timing cell in the plan)
7. 3rd party impacts, if applicable
8. Actual time at the start of the task (timing cell in the plan). The Contractor should use Excel or some cell calculator to calculate the timing cells in the plan. Otherwise, any change to the plan can be onerous for all the timing cells in the plan.

As part of this plan, the Contractor will identify the number of trained software, hardware, and network maintenance personnel who will be assigned to each job category including:

1. Supervisors
2. Network and systems engineers
3. Database and systems administrators
4. Desktop support and level 2 system troubleshooting (full-time, on-site, with competency to manage code)

These resources will also be reflected in the Staffing Plan and Resource List.

3.11 TRAINING PLAN

The Contractor shall plan all training courses, content, and resources as required to support the PBM program. The Contractor shall provide all necessary training equipment and materials.

The Contractor shall develop a Training Plan for CTRMA's review, comment, and approval. The Training Plan shall include a sample training course with sample training materials for CTRMA's review, comment, and approval. Additionally, the Training Plan shall provide the following for each training course:

1. The purpose of the course
2. The qualification requirements for the trainer(s) and the intended audience
3. Course content outline/summary
4. Estimated training course duration
5. Training materials to be provided
6. All equipment required for delivery
7. Any logistical requirements
8. Training plan schedule
9. Training methodology

The Training Plan shall include how all training materials shall be generated and maintained electronically over time so that at the end of the contract, all training materials are current. To the extent possible, PBM BOS training shall be hands-on using the actual system software and actual production knowledge base.

The Contractor shall identify training courses required for CTRMA staff, including Operations, Information Technology, Finance, and other CTRMA-specified departments who require an understanding of the entire or specific subset of PBM BOS functionality. All training courses must be completed before System Integration Testing (SIT).

3.12 INTERFACE CONTROL DOCUMENTS

As part of the requirements phase for the project, the Contractor shall define a list of interfaces and related requirements for the project. During the design phase, the Contractor shall develop appropriate ICDs for CTRMA's review, comment, and approval. These ICDs shall fully describe the interfaces, including file formats, message delivery guarantee structure and receipt acknowledgment, error checking and handling, retransmission procedures, archiving, and other related specifications.

These ICDs shall address the physical, functional, and performance aspects of all interfaces. Data flow diagrams shall be used to illustrate the objectives of the interface. The ICD shall provide information on the proposed security protection consistent with the public exposure of the interface data.

4. DATA MIGRATION

The Contractor shall be required to develop and execute a data migration wherein data from the CTRMA's existing legacy PBM BOS is brought forward to be supported by the Contractor as described herein.

4.1 DATA MIGRATION REQUIREMENTS

CTRMA requires the following for migration:

1. A detailed Data Migration Plan
2. Detailed data mapping from the legacy PBM BOS to the new PBM BOS
3. Data conversion testing (multiple rounds) including proofing the designated reports to be used in the validation of data
4. Complete data migration from the legacy PBM BOS to the new PBM BOS shall be executed as part of pre-deployment tasks and just before PBM BOS go-live

4.2 DATA MIGRATION PLAN

During the design phase, the Contractor shall propose, design, and deliver a comprehensive Data Migration Plan. This plan shall include an analysis of the data to be migrated as approved by CTRMA, legacy database structure(s) with details for data migration, and the needed conversion into the new PBM BOS database structures. The Contractor shall confirm data conversion requirements before submitting the plan to CTRMA for review. The plan shall include the following, at a minimum:

1. All files, tables, and other database constructs to be built in the PBM BOS
2. Data sources for the files and other constructs to be built in the PBM BOS
3. Detailed data mapping from the retained data elements in the legacy system to the finalized data element in the new system. This plan shall also include any conversion processes used
4. A process flow diagram which defines the data migration process through all its stages and steps
5. Data validation checks to be performed
6. Expected data volumes migrated and the total duration time to migrate all data
7. Roles, responsibilities, and a schedule for the migration effort, which includes multiple data conversion test iterations
8. Identification of where automated conversion tools shall be used

CTRMA will provide the approval of this Data Migration Plan before it is implemented for the data conversion test described in the following section.

4.3 DATA CONVERSION TEST

The Contractor shall execute a test of the Data Migration Plan. CTRMA's requirement is such that the Contractor shall test the migration of all the legacy system data into the Contractor's production ready environment. This effort shall include the following, at a minimum:

1. Execution of the data conversion process
2. Monitoring of the conversion process as required
3. Validation of results are as expected using any designated reports

4. Documentation of results and discrepancies
5. Determination of updates needed to the conversion process
6. Retesting

Data conversion testing may require multiple iterations, and CTRMA will provide the approval to continue at each iteration.

4.4   FULL DATA MIGRATION

Full data migration shall occur before the Operational Acceptance of the PBM BOS. The Contractor, with CTRMA's concurrence, shall determine a stopping point in accepting data into the legacy environment while maintaining data integrity and no loss of data. The data migration team, while working closely with the CTRMA resources, shall migrate all CTRMA's legacy data into the new production environment following previously tested/implemented migration scripts, utilizing the approved Data Migration Plan. Once data migration is complete, the PBM BOS shall start accepting data from CTRMA's lane systems.

CTRMA requires that all data validation checks, as defined in the Data Migration Plan, are executed, and approved before approval of the full data migration.

5.   PBM BOS TESTING

The Contractor shall conduct testing of the PBM BOS to validate functionality, availability, reliability, accuracy, and compliance to the requirements of this Scope of Services or any changes to requirements due to change orders or break/fix activities. This includes all the functionality delivered by the proposed system and all third-party components.

The Contractor shall conduct internal tests of the PBM BOS and interfaces (dry runs) following approved test plans and procedures before CTRMA observes formal test phases. Dry run testing shall be successfully completed by the Contractor no less than two weeks before any formal test phase that it precedes. The Contractor will provide the results of these dry runs to CTRMA before the commencement of the formal and observed tests. CTRMA may require the Contractor to re-run the internal tests before conducting a formal and observed test if the preliminary test results do not indicate the test would be passed per the test plan and procedures.

The Contractor shall document, by way of an issues list, all defects and issues discovered during all test phases including dry runs. All issues and defects shall be logged, assigned a resolution date and severity/priority level. This issues list shall be provided to CTRMA within two (2) days of completion of each test phase. The Contractor shall be responsible for tracking all defects and issues found during all testing phases until a complete resolution is reached with CTRMA's approval. The Contractor shall implement or utilize a system defect and testing tracking environment (JIRA) for the duration of the contract. Issues (tickets) logged in this system shall be available to CTRMA, and CTRMA shall have access to this system. CTRMA may require that updates to this issue list be submitted to CTRMA, and software demonstrations performed to verify that the updates have been completed. All defects must be fixed, tested, and resolved to CTRMA's satisfaction in each formal test phase before moving onto the next phase of testing or final system acceptance. At CTRMA's sole discretion, minor defects may be allowed to be scheduled for resolution after the completion of any test phase.

The Contractor shall maintain and have readily available for CTRMA access a test environment.

5.1   MASTER TEST PLAN

The Contractor shall submit a Master Test Plan to CTRMA for review, comment, and approval. This Master Test Plan shall provide the standards for developing individual test plans and procedures for the different phases of formal testing. These standards shall describe how each formal test shall be conducted, document test procedure format, discrepancy/issue/defect severity level definitions, discrepancy/issue/defect tracking, and the entry, exit, and acceptance criteria for each test phase. CTRMA must approve entry and exit criteria for all test phases. All functionality delivered by The PBM BOS shall be demonstrated/tested, and the Master Test Plan shall describe these demonstrations. The Master Test Plan shall describe the overall testing strategy and approach to each test phase, whereas each formal test shall have its own test plan comprised of detailed test cases and procedures specific to that phase.

The Contractor shall use the following priority levels with associated descriptions for all test phases and describe their approach to the handling of these priority levels in the Master Test Plan.

1. **Priority One:** Typical characteristics of this class of defect include the following:

   a. The defect is related to a legal or revenue impacting issue that must be resolved before deployment. The PBM BOS cannot go into production until the defect is fixed.
   b. The defect has a measurable, negative impact on CTRMA's revenue.
   c. The defect will result in a customer-facing issue for CTRMA.
   d. It will directly impact users or operations in a major, noticeable way.
   e. It occurs (or will occur once the application is released) quite often (e.g., daily) in actual production or simulation.
   f. There is no real workaround.
   g. The defect causes downtime to the point the applicable availability SLAs is not able to be met for the OAT period.

2. **Priority Two:** Typical characteristics of this class of defect include the following:

   a. It directly impacts users, or operations, in a major, noticeable way.
   b. It occurs (or will occur once the application is released) often (at least once a week) in actual production or simulation.
   c. The problem causes application downtime or blocks test/test sets.
   d. There is no real workaround, or there is only one workaround that requires significant effort on the part of the user.

3. **Priority Three:** Typical characteristics of this class of defect include the following:

   a. It occurs (or will occur once the application is released) less often than weekly in actual production or simulation.
   b. The defect does not cause significant application downtime.
   c. The defect is not functioning as documented or expected.

4. **Priority Four:** Typical characteristics of this class of defect include the following:

   1. It relates to content, documentation, or other "non-application" aspects of the PBM BOS or subsystem.

2. If functionally related, the problem seldom occurs (or seldom will occur once the application is released) in actual production or simulation.
3. Users have not noticed, or are unlikely to notice, that there is a problem

As design and development activities take place, testing strategies and plans may change and require revisions. As such, throughout the implementation phase, updated versions of the Master Test Plan and related test documents (individual test plans and final test reports) shall be revised or appended to the Master Test Plan and delivered to CTRMA for review and approval. In this way, the Master Test Plan will stand as a record of all testing performed during development, implementation, and acceptance. After OAT, system testing shall be managed as part of the Contractor's QMP. This plan shall address QA testing and regression testing to verify changes to the PBM BOS, including equipment, hardware, application, database, operating systems, COTS upgrades, and all types of patching.

Formal tests shall conform to the standards defined in the Master Test Plan. For formal tests that require test cases/procedures (e.g., FAT, and Integration testing at a minimum), test cases/procedures shall include the following elements, at a minimum:

3. Introduction
    a. Test purpose
    b. Test platform (including required equipment, environmental resources, and connectivity)
    c. Requirements to be demonstrated (cross-referenced to lowest level requirement and the RTM)
    d. Time estimate
    e. Prerequisites
    f. Set-up and test data preparation needed

4. Individual Test Conditions/Steps
    a. Test condition identifier (e.g., a reference to requirement)
    b. Description of steps to execute the test case
    c. Expected results for each step
    d. Actual results and the party responsible for executing the test (entered after test execution)
    e. Pass/Fail checkbox for each step
    f. Notes/comments

As test cases for specific formal tests are developed, they shall be submitted to CTRMA for review, comment, and approval. Once approved, the test cases (and later the results) shall be added to the Master Test Plan as addendums.

5.2 FACTORY ACCEPTANCE TEST (FAT)

The Contractor shall conduct a Factory Acceptance Test (FAT) to demonstrate that all requirements and functionality have been incorporated into the PBM BOS. FAT shall demonstrate to CTRMA the full functionality operating in a test environment with hardware and software representative of the final system as deployed into production. The FAT will demonstrate all requirements of the PBM BOS, as documented in the RTM and the SDDD. The FAT will include

a performance test that demonstrates that the PBM BOS will handle twice the expected transaction volumes of CTRMA facilities. CTRMA or CTRMA's representatives will observe the formal FAT.

All PBM BOS functionalities including CSC, IVR, website, CTRMA-developed mobile application, interfaces capacity/performance, and ease of use (GUIs), shall be tested and demonstrated during FAT. All reports shall be generated from the PBM BOS to verify that delivered reporting functionality meets all requirements. Reports testing shall utilize test data sets. Internal and external interfaces shall be observed and verified against requirements and for data accuracy. As the availability of third-party interface providers to support FAT testing may be limited, interface testing during FAT may be simulated if approved by CTRMA.

CTRMA will observe all FAT testing. If the Contractor fails some portion or all of FAT, and CTRMA desires a retest, then the Contractor shall be held accountable for any costs incurred by CTRMA to support and observe the additional FAT event(s).

5.2.1   FAT Plan

The Contractor shall develop a FAT Plan, including test cases/procedures/scenarios designed to demonstrate all functionality and requirements of the fully operational system operating in a factory/test environment. The Contractor shall submit the FAT Plan and Procedures to CTRMA for review and approval. The FAT Plan shall include descriptions of how the FAT will be conducted, along with a schedule that includes a day-by-day listing of the different sub-systems, modules, and interfaces to be tested. The FAT Plan and Procedures shall include the requirements to be tested along with the expected results, a description of test data used for functional testing, and a description of the priority levels used for classifying and recording any defects noted during FAT.

5.3   PBM BOS SYSTEM INTEGRATION TEST (SIT)

PBM BOS SIT is an end-to-end test to verify that all aspects, components, and modules of the system components and interfaces meet functional and performance requirements. SIT is to be performed in a production-ready hardware, equipment, network, and connectivity configuration. For any controlled testing during this phase, previous test procedures from FAT can be reused if appropriate and approved by CTRMA.

All third-party interfaces with the PBM BOS shall be demonstrated during the SIT and shall be verified to comply with appropriate ICDs. Test cases and test procedures for SIT will demonstrate that all required data/files/images can be retrieved from and sent to CTRMA's Data Platform Host with appropriate validation checks, per the ICD for that platform. All data transmission failure cases with failure codes per the ICD shall be demonstrated, and all system-to-system reconciliation processes shall be demonstrated.

5.3.1   SIT Plan

The Contractor shall develop a SIT Plan including test cases/procedures/scenarios for CTRMA review and approval. Similar to the FAT Plan, the SIT Plan shall include performance testing with simulated transaction volumes representative of twice the expected real-world load.

5.4 PARALLEL OPERATIONS TEST (POT)

Parallel Operations Testing (POT) is to demonstrate the PBM BOS can accept incoming data files based on production volumes and time schedules, exercise internal business rules and system design workflows in a production like setting, and produce accurate outgoing data and results.

The focus of POT and related validation efforts is confirmation that the requisite network, software design and development, system configurations, and data throughput match or exceed the CTRMA's expectations and requirements of a production environment. Key reports and queries will be defined prior to the start of POT and used to compare the Contractor provided PBM BOS to CTRMA's current PBM BOS to ensure the PBM BOS is ready to move into a production state.

5.4.1 POT Plan

The Contractor shall develop a POT Plan including test cases/procedures/scenarios for CTRMA review and approval to be used during POT execution.

POT shall be executed over a period of approximately 2 months to confirm consistent and reliable performance, and to expose the PBM BOS to a variety of production, real world scenarios. Generally, for each identified functional area, results are analyzed in the PBM BOS using predefined reports, if available, or queries, developed for POT validation. The results will be compared against existing production reports where possible, to validate the performance and accuracy of the PBM BOS.

In general, the test cases and scenarios will be executed daily to continuously monitor the progress and results of testing.

The Contractor and CTRMA may exclude some PBM BOS functions, such as payment processing, mailing correspondence, etc. that are not replicable in a test environment. Any functionality or business rules the Contractor suggests is excluded from POT must be reviewed and approved by CTRMA prior to the start of the POT phase.

5.5 USER ACCEPTANCE TEST (UAT)

UAT is conducted to demonstrate the full PBM BOS functionality such that both the Contractor and CTRMA can conclude that from a user perspective, the PBM BOS is ready for production. The Contractor shall perform a UAT with the PBM BOS operating in a pre-production capacity with CTRMA observing the use of the system. An entry criterion for UAT is a certification from the Contractor that the full go-live production environment in its final configuration is ready. In short, the same environment that will be used for the production go-live is the environment that will be used for UAT.

As with FAT, all PBM BOS functionalities including CSC, IVR, website, CTRMA-developed mobile application, interfaces capacity/performance, and ease of use (GUIs), shall be tested and demonstrated during UAT.

5.5.1 UAT Plan

The Contractor shall develop a UAT Plan including test cases/procedures/scenarios designed to demonstrate all user and reporting functionality and requirements of the fully operational PBM BOS are operating in a pre-production environment. The UAT Plan shall include descriptions of

how UAT will be conducted, along with a schedule that includes a day-by-day listing of all modules to be tested. The UAT Plan shall be submitted to CTRMA for review and approval.

5.6 OPERATIONAL ACCEPTANCE TEST (OAT)

The Contractor shall perform an OAT after the PBM BOS has been deployed into a production environment. The OAT shall have a duration of 3 months (90 consecutive days) with the fully implemented PBM BOS supporting CTRMA operations and staff.

An entry criterion to OAT is that the PBM BOS is meeting or exceeding all functionality and performance requirements as demonstrated during FAT, SIT, UAT and that all SLAs are being met, and all defects are resolved. Two weeks before OAT, the Contractor shall conduct an in-person OAT readiness meeting with CTRMA to walk through OAT entry criteria and the system's and Contractor's readiness. During the OAT, the Contractor shall demonstrate all SLAs are being met by way of the SLA reporting requirements described in Appendix B.

CTRMA shall have access to all data sets and reports used by the Contractor to demonstrate compliance with the SLAs during OAT. The Contractor is solely responsible for executing OAT and recording the results. However, at its discretion, CTRMA may observe and report defects during OAT.

CTRMA may stop the OAT whenever a priority 1 level issue is detected and cannot be remedied within contractual guidelines. CTRMA and the Contractor will determine if the OAT period is restarted from the beginning, or if the OAT period will continue once the issue is resolved. If any portion of OAT requires repeated restarts due to no fault of CTRMA, the Contractor may be held accountable for any costs incurred by CTRMA to support any additional acceptance testing period(s).

The Contractor shall be given full project acceptance and authorization to initiate invoicing for the PBM BOS, upon the successful completion and the CTRMA approval of the OAT and meeting of other conditions as specified in the contract documents.

5.6.1 OAT Plan

The Contractor shall develop an OAT Plan that includes all procedures that will be used to demonstrate the PBM BOS is meeting all SLAs. The OAT Plan will describe entry and exit criteria, will include sample SLA reports, and will describe procedures for halting and re-starting OAT including the triage, testing, and fully resolving any high-priority defects. The OAT Plan shall describe the process for correcting defects/issues found during the OAT period, and the regression testing required to implement fixes. The OAT Plan shall be submitted to CTRMA for review and approval.

5.7 TEST REPORTS

No more than ten (10) business days following the completion of each formal test, the Contractor shall submit a Test Report to CTRMA for review and approval. The Test Report shall describe:

1. Test phase (e.g., FAT, SIT, UAT, OAT, POT)
2. Description of the testing process
3. Results of the test
4. Listing of all defects identified along with the severity level of each defect

5. Impact analysis of all defects including impacts to operations, customers, CTRMA and 3rd parties, etc.
6. Plan for resolving defects
7. Recommendation for retests (if appropriate)

The final approved test report for each formal test shall also be added to the Master Test Plan. CTRMA reserves the right to withhold approval and any associated payments pending completion of corrective action and any necessary retests.

During FAT, SIT, and UAT the Contractor shall submit daily progress reports that contain the following:

1. Total test cases executed
2. Total test cases closed (% complete)
3. Total defects opened
4. Total defects closed
5. Remaining open defects by priority

6   MAINTENANCE

The Contractor shall provide all necessary maintenance services to support all hardware, software and network for the PBM BOS. The Contractor will provide maintenance services 24 hours a day, 7 days a week for all days in the year for the duration of the Contract. The Contractor shall provide full-time remote help desk support services to assist in troubleshooting and incident/case management for identified software and system issues.

The Contractor shall perform maintenance activities on a priority basis to detect, isolate, and rectify a fault or substantial degradation in the functionality of the PBM BOS to restore it to its normal operable state. The Contractor shall prioritize all PBM BOS maintenance events based on the potential impact on performance, operations, and the ability to collect revenue.

The Contractor may enter into the maintenance phase upon successful completion and CTRMA acceptance of all test phases, approval of deliverables, and final system acceptance. A separate Work Authorization will be issued for this maintenance phase.

7   OPERATIONAL QUALITY AND COMPLIANCE

All information, data, and records made available to, utilized, or generated by the Contractor shall, at all times, be utilized and referenced in full compliance with all applicable laws, rules, and regulations relating to the Contractor's scope of work.

The Contractor shall be required to participate in audits conducted by outside, independent auditors hired by CTRMA.

The Contractor shall submit their Compliance Program Plan in accordance in accordance with the timeline in the applicable Work Authorization and how it ensures adherence to all applicable laws, rules, and routine Court findings. The Compliance Program Plan shall include the following:

1. **Compliance Program Governance:**
   a. Leadership and Oversight: Designate a compliance officer or committee responsible for the program.

b. Policies and Procedures: Develop and maintain written policies and procedures that address compliance with applicable laws and regulations.
2. **Risk Assessment:**
   a. Identify Risks: Conduct regular risk assessments to identify potential compliance risks.
   b. Mitigation Strategies: Implement strategies to mitigate identified risks.
3. **Training and Education:**
   a. Employee Training: Provide ongoing training for employees on compliance policies, procedures, and relevant laws (e.g., Fair Debt Collection Practices Act).
   b. Documentation: Maintain records of training sessions and attendance.
4. **Monitoring and Auditing:**
   a. Internal Audits: Conduct regular audits to ensure compliance with policies and procedures.
   b. Monitoring Systems: Implement systems to monitor compliance activities and detect potential violations.
5. **Reporting and Communication:**
   a. Whistleblower Policies: Establish procedures for employees to report compliance concerns without fear of retaliation.
   b. Communication Channels: Ensure clear communication channels for compliance-related information.
6. **Response and Prevention:**
   a. Investigation Procedures: Develop procedures for investigating and responding to compliance violations.
   b. Corrective Actions: Implement corrective actions to address and prevent future violations.
7. **Documentation and Recordkeeping:**
   a. Maintain Records: Keep detailed records of compliance activities, including risk assessments, training, audits, and investigations.
8. **Continuous Improvement:**
   a. Review and Update: Regularly review and update the compliance program to reflect changes in laws, regulations, and business practices.

The Contractor shall create and obtain approval from the agency for quality requirements/scorecards and an evaluation plan for each transactional-based team including:

1. Contractor Payment Processing
2. Contractor Customer Service Call Center
3. Contractor Chat Support
4. Contractor Dispute and Case Management Handling
5. Collection Agency Call Center
6. Collection Agency Dispute and Case Management Handling
7. Collection Agency Chat
8. Collection Agency Payment Processing
9. File Management and Error Handling
10. Transaction Reconciliation

The Contractor shall conduct an appropriate number of audits for each team to routinely evaluate and provide feedback on their performance.

Monthly, the Contractor shall provide a list of all calls, disputes, payment batches, accounts, and files exchanged. The agency will select representative calls, disputes, batches, accounts, and files to audit for compliance to standards using the scorecard designed by the Contractor and agreed to by the agency for evaluation.

The Contractor shall comply with a set of Key Performance Indicators (KPIs). These KPIs are listed in Appendix B, along with the target performance levels. The Contractor shall measure these KPIs periodically (no less often than monthly) and report them to the CTRMA along with all necessary reports and data to support the measured levels of performance.

7.1   CONTINUAL IMPROVEMENT PROGRAM

The Contractor shall participate in a Continual Improvement Program (CIP) with CTRMA. The CIP intends to realize improvements in the system and operations that shall benefit CTRMA and CTRMA customers. Benefits for CTRMA and CTRMA customers include the following, at a minimum:

1. Increasing revenue
2. Decreasing operating costs
3. Improving customer experience
4. Improving data management, reporting, and audibility
5. Enhancing the efficiency and safety of the PBM BOS and the PBM BOS operations

Beginning with approval of the OAT, and annually after that, the Contractor shall meet with CTRMA to identify elements of the PBM BOS and the Contractor's operations to improve. The specific schedule for the CIP shall be determined after the contract award, but the Contractor should assume that the first CIP meeting shall be held with CTRMA within one (1) year after system acceptance.

Within four (4) weeks of each meeting, the Contractor shall provide CTRMA with a written proposal including the following elements:

1. A description of the element(s) of the PBM BOS and the Contractor's operations identified for improvement. The description shall include how the Contractor shall achieve the improvement(s), including all work necessary, changes to the PBM BOS or software, and any required coordination or involvement from CTRMA and 3rd parties.
2. A specific improvement goal(s), which indicates both the current performance level for the element(s) and the proposed improved performance level.
3. How the performance of the element(s) shall be tracked and measured. When applicable, improvements shall be driven by measurable performance characteristics. Results shall be measured to document performance improvements. All measured performance characteristics shall be based on objective criteria. The Contractor shall clearly describe how CTRMA shall be able to review and validate the performance of the element(s).
4. A detailed description of benefits to CTRMA and CTRMA customers that would result from the improvement(s). If possible, the description of benefits shall include a financial analysis of how the proposed improvement(s) would result in the following:
   a. Higher revenue
   b. Accuracy, efficiency, and/or reliability of services
   c. Improved system performance
   d. Lower operating costs
   e. Improved customer service
   f. Data management
   g. Reporting
   h. Audibility
   i. Enhancement of the efficiency of the PBM BOS and the PBM BOS operations

5. A detailed schedule presenting the activities required to realize the proposed improvement, including the time frame over which the improvement shall be measured and the date by which the improvement goals shall be reached.
6. A description of how the Contractor shall maintain the improved element(s) at a higher performance level.
7. A detailed cost estimate to implement the improvement. The cost shall include the Contractor's labor, materials, and other costs.

CTRMA shall have four (4) weeks to review the Contractor's proposal and approve, reject, or ask for modifications. If CTRMA requests modifications, the Contractor shall provide a revised proposal to CTRMA within four (4) weeks. CTRMA may choose not to implement an improvement at any time before accepting a proposal and instructing the Contractor to proceed with an improvement(s). CTRMA may postpone CIP meetings or suspend the CIP program at any time at its sole discretion.

8   OPERATIONAL MANAGEMENT AND REPORTING

At the end of the first full month of live operations, and for the duration of the contract term thereafter, the Contractor shall submit a Monthly Performance Report (MPR) and a Monthly Quality Report (MQR) for CTRMA's review. The Contractor shall establish a recurring meeting with CTRMA staff to present and review the monthly MPR. The Contractor shall submit a draft version of the MPR no less than 90 days prior to Go-Live, for CTRMA review and approval. The MPR should include operational, financial, and SLA performance results, including the following topics:

1. Operational Performance
   a. Call handling
   b. Email and chat handling
   c. Incoming inquiry and dispute handling
   d. Storefront / walk-in customer handling
   e. All methods of incoming / Outgoing correspondence handling
   f. Website statistics
   g. Payment processing statistics for all offered payment channels and methods
   h. Customer satisfaction
   i. SLA targets and results
   j. Staffing levels
   k. Enforcement statistics and results (habitual violator, court processing)
   l. Registered plate account statistics
   m. Quality assurance, including updates pertaining to the Continual Improvement Program
   n. Financial liquidation for < 30, 30, 60, 90, 120, 180 days and 1 year

8.1   TRANSACTIONAL QUALITY VERIFICATION

The purpose of the Transaction Quality Verification is to validate the effectiveness of the customer support functions of lockbox/payment handling, call center, chat support, incoming correspondence handling, advanced escalation handling, and file management/error handling for all agencies supporting the CTRMA program. The Contractor shall submit a draft version of the MQR no less than 90 days prior to Go-Live, for CTRMA review and approval. The MQR should include for each function and each vendor the volume of transactions, the number of quality audits completed, the average number of audits completed for each person, and the score earned.

One week prior to the scheduled meeting, the Contractor will forward to CTRMA the prior month's quality results. CTRMA will request random quality samples to be reviewed in the meeting. Additionally, CTRMA my request random work products to be submitted for live quality evaluation within the meeting.

The agenda of the Transaction Quality Verification meeting will be:

1. Review of action items from prior meeting
2. Operational Quality – review selected transaction quality results
3. Escalated Complaint Review – review any complaint and associated response submitted to CFPB, BBB, state or federal regulatory agency related to a CTRMA account, if any

4. Operational Documentation – review any CTRMA-specific documents that may be needed to support improved quality
5. Action Item Summary – verify all new/outstanding action items, expectations, and associated owners

9   PROJECT CLOSEOUT

Upon CTRMA's direction, the Contractor shall be responsible for services in support of transitioning the responsibilities under this contract to CTRMA and/or another entity whenever this contract terminates, or if contract scope is reduced. The Contractor shall be responsible for the following activities in support of succession:

1. The proposed approach to support the transition to a successor at the conclusion of the contract.
2. Update all documentation to include any previously undocumented changes, additions, alterations, and configurations for delivery to CTRMA and any succeeding entity.
3. Provide all service contracts, agreements, licenses, manuals, Standard Operating Procedures, correspondence, outstanding invoices, manuals, and training materials to CTRMA and any succeeding entity.
5. Participate in meetings to plan for the transition of the data to another system.
6. Participate in testing of migration procedures and applications.
7. Provide any technical data requested by CTRMA or any succeeding entity.

The Contractor shall prepare and submit a Succession Plan to CTRMA. The Succession Plan shall include the following, at a minimum:

1. Provide information and a schedule for the transition of the system.
2. Define the personnel, roles, and responsibilities to maintain and execute the plan.
3. Define the processes, activities, and controls required.
4. Provide for an orderly transition of all components comprising the PBM BOS from the incumbent Contractor to the incoming Contractor.
5. A description of what procedures shall be necessary to prepare and transfer all data and documentation to CTRMA or a succeeding entity.
6. A proposed schedule for the succession activities necessary for an efficient, accurate, and complete transition to a succeeding entity.
7. The Succession Plan shall support a 120-day succession period to transition operations from the incumbent Contractor to the incoming Contractor. During this 120 -day period the Contractor must provide continued services and transition support to ensure that there is business continuity and no negative effects to customers and customer service during the transition and compliance with all SLAs/KPIs is maintained.
8. The initial Succession Plan shall be submitted no later than ninety (90) days after Go-Live. The Contractor shall update the Succession Plan annually to reflect any changes resulting from maintenance, configuration, or upgrades that may impact any aspect of the Succession Plan. All updates to the Succession Plan shall be submitted to CTRMA for review and approval. The Contractor shall be responsible for supporting the transition to the successor system, without additional cost, at the end of the contract.

APPENDIX B
Key Performance Indicators / Service Level Agreements

SERVICE LEVEL AGREEMENT (SLA)

1.1 GENERAL PROVISIONS

The Contractor shall meet defined levels of performance in the execution of the Scope of Services. This Appendix B describes the minimum system and operational performance requirements the Contractor must meet. The Contractor is responsible for demonstrating that the performance requirements of the Scope of Services and, as otherwise described herein, can be met or exceeded before Final System Acceptance. The measurement of these service level SLAs shall be automated where possible and shall be straightforward and data-driven, as agreed to by the Contractor and CTRMA. CTRMA, at their discretion, may periodically audit the reported results.

The Contractor shall maintain all corresponding data in compliance with the data retention policies outlined in the Scope of Services, and the data shall be made available to CTRMA upon request. The methods and results of the measurement process shall be fully subject to independent audit. They shall be utilized by the Contractor to take corrective action to correct any deficiencies and failures to meet the required availability, accuracy, operational, and performance requirements. The Contractor shall be subject to liquidated damages as described in the SLA table for failure to provide the required reports within the specified timeframe or if reports are not accurate or complete.

Actual performance shall be defined and measured against the requirements and time periods in the SLA table to assess the availability, accuracy, and performance of the delivered system. This appendix addresses these requirements for the following levels of service:

1. Availability (AV#)
2. Accuracy (AC#)
3. Timing (TC#)
4. Operations Performance (OP#)
5. Help Desk (HD#)

The sections below provide general conditions that apply to the SLAs described herein. Should a specific SLA section define terms or conditions which appear contrary to these general provisions, the terms or conditions within the specific SLA section take precedence.

1.2 KEY PERFORMANCE REQUIREMENTS

1.2.1 Availability Requirements

The Availability requirements, as specified in the SLA table, shall be measured during the Operations Acceptance Test and monthly thereafter. The availability requirements will not include approved scheduled preventive maintenance activities.

These requirements shall be initially applied at the start of the maintenance and CSC operations phase. Once CTRMA has certified systems acceptance the PBM BOS system shall transition to the maintenance phase. The monthly Contractor compensation, as applicable, shall be subject to the monthly assessment of availability and reliability measurement, as well as other criteria as outlined in the SLA table, and applicable damages for failure to meet such criteria.

1.2.2 Performance Reviews

CTRMA will review the Contractor's PBM system and CSC operations performance monthly, using required system reports provided by the Contractor, including operational reports created by the Contractor and delivered to CTRMA for review as defined in Appendix A. Performance reviews shall begin one (1) month after the start of the maintenance and CSC operations phase and shall include evaluation of the previous month of operation. CTRMA may elect to waive or impose damages during the first three (3) months of the CSC operations phase.

The availability calculation will not include downtime during any approved maintenance period unless such failure to approve is the result of the Contractor not following the CTRMA procedures in making the request.

1.2.3 Chargeable and Non-Chargeable Failures

For purposes of calculating availability performance chargeable and non-chargeable failures are defined as follows:

1. Chargeable Failures

Chargeable failures include any failures that are not specifically identified as non-chargeable in Section 6.2.3.2, including but not limited to:

1. A malfunction that prevents the ETCS PBM BOS (hardware or software) from performing its designated function, when used and operated under its intended CSC operational and environmental conditions as detailed in the Scope of Services.

2. Any failure of equipment or software that allows revenue loss to occur that is not already accounted for as a separate performance failure.

3. Significant software anomalies and bugs that affect the performance and operation of the PBM BOS and CSC.

4. Failure to properly process a PBM toll transactions in accordance with implemented workflows.

5. Failure to accurately reconcile the PBM BOS.

6. Loss of data including failure to meet data retention requirements.

7. Failure to electronically send or receive information in adherence with approved Interface Control Documents.

8. Failure to generate the reports required to operate, reconcile, and audit the system.

2. Non-Chargeable Failures

Non-chargeable failures include any failures that are not specifically identified as chargeable in section 1.2.3.1, including but not limited to:

1. Force majeure event, as defined in the Agreement.
2. Vandalism

3. System component failures caused by environmental or operating conditions outside the design standards of the equipment
4. Failures that are customer or user induced

3. Stop Clock Conditions

The Contractor may be excused from its obligation to meet the performance and service level requirements set forth herein under certain conditions that shall be referred to as "Stop Clock Conditions." Only the time during which such conditions are present shall be excluded from the timeframes used to measure the Contractor's performance as set forth below:

1. The Contractor will exclude from its availability calculations the time arising from any of the following "Stop Clock Conditions," provided that Contractor makes reasonable efforts to contact CTRMA immediately upon the commencement of the Stop Clock Condition time period:

   a. Routine Scheduled Maintenance provided such schedule was provided to and approved by CTRMA in advance and in writing; provided however, that in no event shall the Stop Clock Condition time period be extended beyond the standard routine scheduled maintenance time period.

   b. Force Majeure Events.

   c. Interruption, failure, or general unavailability of internet due to the failure of the internet service provider that materially and adversely affects Contractor's ability to perform the Work, unless caused by Contractor, Contractor affiliates or subsidiaries, or subcontractors.

   d. Power outages that materially and adversely affect Contractor's ability to perform the Work that are caused by electrical utility providers or common carriers.

   e. Interruption, failure, or general unavailability of the cloud data service provider due to a failure of the cloud data service provider.

   f. Impacting the primary hosting location that materially and adversely affects the Contractor's ability to perform the Work. However, the time period for this Stop Clock Condition, if it is limited in duration by the applicable failover requirement in the Contract Documents; or

   g. Impacting both the primary and secondary hosting locations that materially and adversely affects the Contractor's ability to perform the Work.

   h. CTRMA or CTRMA third-party contractor act or failure to act that materially and adversely affects the Contractor's ability to perform the Work.

2. Notwithstanding any other provision of the Contract Documents to the contrary, Stop Clock Conditions do not apply to:

a. Contractor's response time performance requirements as detailed in the SLA table in this appendix.

b. Testing or maintenance initiated by Contractor outside of routine scheduled maintenance windows.

c. Time period during which CTRMA has made reasonable efforts to notify Contractor's Project Manager or Help Desk of a problem, but Contractor's Project Manager or Help Desk was not available or reachable.

d. Failure of the Contractor to provide adequate infrastructure to ensure delivery of the contracted services will not be considered a valid Stop Clock Condition to the extent such failure of Contractor contributed to the Stop Clock Condition.

e. Any other reason or cause not expressly listed above.

If Contractor asserts a Stop Clock Condition as an excuse to meet performance and service level requirements, in order for the Stop Clock Condition to apply for the period of time claimed, Contractor must prove the following to CTRMA's satisfaction:

1. that the claimed Stop Clock Condition was the sole proximate cause of Contractor's inability to perform;
2. that Contractor took reasonable steps to minimize and mitigate the delay and damages caused by the claimed Stop Clock Condition(s) when known or should have been known;
3. that Contractor timely notified CTRMA of the Stop Clock Condition which is claimed; and
4. Contractor otherwise complied with any applicable failover requirements under the Contract Documents.

1.2.4   Accuracy Requirements

Accuracy requirements are specified in the SLA Table.

1.2.5   Time Constraint Requirements

Time Constraint requirements are specified in the SLA Table.

1.2.6   Operational Performance Requirements

Operational Performance requirements are specified in the SLA Table.

1.2.7   Help Desk Support Requirements

Help Desk requirements are specified in the SLA Table.

1.2.8   Miscellaneous

If the Contractor fails to complete the repair according to the service levels outlined in the SLAs, then the Contractor shall, in addition to the liquidated damages assessed for the single event, be responsible for liquidated damages resulting from not meeting the repair time service levels for the affected systems.

1.2.9 Base and Incentive Metrics

Each SLA defined in the SLA table below is designated as either a "Base" or "Incentive" SLA. The Contractor must successfully meet all "Base" SLAs as stated in the SLA table to qualify for a monthly incentive payment.

The Contractor is not eligible for an Incentive payment if any of the Base metrics are not met, regardless of their performance associated with all other metrics.

For example, if the Contractor fails to meet the Base SLA, AV1, PBM BOS Application, but does meet all other SLA requirements as defined in the SLA table, the Contractor is ineligible for an incentive payment.

However, if the Contractor fails to meet the Incentive SLA, OP11, but meets all other SLA requirements as defined in the SLA table, the Contractor may qualify for an incentive payment based on their total Performance Points.

1.2.10 Performance Points

The Contractors eligibility for Incentives or Liquidated damages is determined by the sum of their Performance Points score based on their monthly cumulative performance for all SLAs described in the SLA Table.

Each SLA in the SLA table is assigned a performance point value. If the Contractor successfully meets the required SLA requirement, they are awarded the corresponding Performance Point value. If the Contractor fails to meet an SLA requirement, they are not awarded a Performance Point for any applicable SLA.

For example, if the Contractor meets all SLAs as defined in the SLA Table, except for AV1, PBM BOS Application Availability, valued at 4 Performance Points, the assigned Performance score is 96 for that particular month.

1.2.11 Performance Score

Based on the Contractor's total Performance Points for the month, the Contractor may 1) be awarded an incentive payment, 2) assessed a non-compliance penalty, or 3) remain neutral (not qualify for an incentive or a penalty).

The Contractor's Performance Score is determined by dividing the Performance Points Earned by the Total Possible Performance Points. For example, if the Contractor earns 98 Performance Points out of a possible 100 Performance Points (98/100=98%), they would qualify for a score of "A+", and an incentive amount equal to the monthly compensation owed multiplied by a factor of 4%.

Performance Scores will be rounded up, so that a score of 96.5% would be evaluated as a score of 97%

Example :   Contractors Monthly Compensation: $500,000

Performance Points Earned: 98%, or A+

Performance Score Factor: 4%

Contractor Incentive: $500,000 x .04 = $20,000

Contractor Total Monthly compensation: $520,000

The table below defines the range of scores used to determine the Contractor's Incentive or Penalty.

Performance Score Rating	Low Range	High Range	+ / -	Compensation Factor
A+	98%	100%	+	+ 4%
A	94%	97%	+	+ 2%
A-	90%	93%		-
B	80%	89%	-	- 2%
C	70%	79%	-	- 4%
D	60%	69%	-	- 6%
F	50%	59%	-	- 8%
F-	0%	49%	-	- 30%

1.2.12 Calculation of Damages for Consecutive Failures

Recurring and consecutive failure to comply with the SLAs provided in this Agreement will result in substantial harm to CTRMA, but damages from such harm are difficult to quantify. Damages will increase for prolonged periods, and therefore for any SLA that is missed for three consecutive months, the missed Performance Points will be doubled for each subsequent month where the SLA is missed. For example, if SLA AV3, IVR and Telephony availability, and assigned 4 Performance Points is missed for 3 consecutive months, eight (8) Performance Points will be deducted from the Performance Score, rather than four (4), each subsequent month until the issue is remedied, and the SLA is meet.

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
				Base Metrics					
AV1	**Back Office**	**Availability**	**PBM BOS (application)**	The PBM BOS application will be considered available if it is functioning per the approved system design requirements and is accessible by all Contractor and CTRMA operational personnel who are dependent on PBM BOS application functionality for their day-to-day work.	Measured Monthly for entire time period	**99.50%**	X		**4**

Measurement Method:

PBM BOS Availability % = 1 - [total application downtime / (expected time of operations – exclusions)]

1. System report to be provided monthly by the Contractor to indicate availability (see TC4).

2. This addresses software applications that fail and are not available.

3. Interfaces are included based on Contractor interface availability only.

4. SLA includes hardware availability.

5. Exclusions are events or conditions set forth in **Section 6.2.3.3 (Stop Clock Conditions)** in the preamble of this **Appendix B**

6. If redundant systems are available so that there is no interruption or degradation of service, then this SLA is not triggered.

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
AV2	**Phone System**	**Availability**	**IVR and Telephony Uptime**	The IVR and supporting Telephony system is available, answering calls, responding to user inputs, and functioning per the approved design.	Measured Monthly for entire time period	**99.50%**	X		**4**

Measurement Method:

IVR Availability % = 1 - [total IVR downtime / (expected time of operations – exclusions)]

1. System report to be provided monthly by the contractor to indicate availability (see TC4).

2. SLA includes hardware availability.

3. Exclusions are events or conditions set forth in **Section 6.2.3.3 (Stop Clock Conditions)** in the preamble of this **Appendix B**

4. If redundant systems are available so that there is no interruption or degradation of service, then this SLA is not triggered.

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
AV3	Website	Availability	**OLCSC Uptime**	Contractor provided customer facing OLCSC (www.xxxxxxx.com) is available and functioning per the approved design.	Measured Monthly for entire time period	**99.50%**	X		**4**

Measurement Method:

Website Availability = 1 - [total website downtime / (expected time of operations – exclusions)]

1. SAT and Operational measurement methods to be the same.
2. System report to be provided monthly by the contractor to indicate availability (see TC4).
3. SLA includes hardware availability.
4. Exclusions are events or conditions set forth in **Section 6.2.3.3 (Stop Clock Conditions)** in the preamble of this **Appendix B**

If redundant systems are available so that there is no interruption or degradation of service, then this SLA is not triggered.

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
AC1	Back Office	Accuracy	**Posting to Accounts**	Each correctly formed trip/transaction (per the applicable and approved ICD) is posted or excepted accurately (including all applicable data values) to the correct account, or made available to the RO DMV lookup process.	Measured Monthly for entire time period	98% of transactions within 4 hours and 100% of transactions within 24 hours	X		**6**

Measurement Method:

1. System report to be provided monthly by the contractor to indicate accuracy (see TC4)
2. All transactions for the audit period to be reported upon, including:
   a. Appropriate details regarding the transaction received by the third-party system.
   b. Transaction characteristics/details related to transaction posting.
   c. Final posting disposition.
   d. For transactions not yet in their final disposition at time of audit: information to be provided on current transaction status.

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
AC2	ROV	Accuracy	**Transaction billing**	Percentage of eligible transactions classified as billable/unbillable <= 30 business days for Texas plates and <= 50 business days for Non-Texas plates	Measured Monthly for entire time period	100%	X		**6**

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points

	Measurement Method:
	
	1. System report to be provided monthly by the contractor to indicate accuracy (see TC4)
	
	2. All transactions for the audit period to be reported upon, including:
	
	    a. Appropriate details regarding the result received by the third-party system.
	
	    b. Transaction characteristics/details related to license plate result.								

TC1	Interfaces	Timing	**Third Party Interface(s) Data Timing**	For all interfaces with batch submission requirements (periodic groups of transactions, messages, etc.), the time duration between the scheduled timeframe for transmission of data and the actual time data was transmitted. "Data" includes all data described in the applicable ICD (e.g. files, records, XML, images, etc.).	Measured Monthly for entire time period	99.5% of all data transmitted by batch must be transferred and processed within 2 hours of scheduled time as stated in the applicable ICD. This is measured for any Contractor provided or Contractor developed system interface.	**X**		**3**
	Measurement Method: **Third Party Interface(s) Data Response = Time made available to 3rd party system < (or earlier than) Time per the ICD** 1. System report to be provided monthly by the contractor to indicate response time(s) (see TC4). 2. Damages example: For all batch interface transfers during the month: In this example, during the measurement period, 980 of the 1000 expected file transfers occurred within the required timeframe. This percentage equals 980/1000 = 98%.								
TC2	Reporting	Timing	**Report Generation (< 1,000,000 records in the report)**	Report Generation pertains to the display of non-ad-hoc reports generated by the PBM BOS and all other systems developed under the scope of the Project, measured from the time the user completes the report request in the UI to the time the report is displayed on the screen or generated as a .csv file.	Measured Monthly for entire time period	Within 45 seconds 100% of the time and within 15 seconds 95% of the time.	**X**		**1**

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
TC3	**Measurement Method:** **<1M Report Generation Time = Time** Report Available **− Time** Report Requested 1. System report to be provided monthly by the contractor to indicate response time(s) (see TC4). 2. Use software like SNAGIT to record video of screens with time to determine SLA, with time increments of 0.1 Sec.									
	Reporting	**Timing**	**Report Generation (>= 1,000,000 records in the report)**	Report Generation pertains to the display of non-ad-hoc reports generated by the PBM BOS and all other systems developed under the scope of the Project, measured from the time the user completes the report request in the UI to the time the report is displayed on the screen or generated as a .csv file. For measurement of this SLA, no more than three report requests that will result in 1,000,000+ records returned will be conducted simultaneously.	Measured Monthly for entire time period	Within 5 minutes for every 1,000,000 records included in the report.	**X**		**1**
	Measurement Method: **>=1M Report Generation Time = Time** Report Available **− Time** Report Requested 1. System report to be provided monthly by the contractor to indicate response time(s) (see TC4). 2. Use software like SNAGIT to record video of screens with time to determine SLA, with time increments of 0.1 Sec.									
TC4	**Reporting**	**Timing**	**Submission of Monthly System and Operations Performance Report**	The monthly SLA report, accurately detailing system performance relative to all Project SLAs, shall be submitted to CTRMA each month.	Measured Monthly for entire time period	Report submitted each month by the 15th calendar day of the month.	**X**		**1**
	Measurement Method: **Monthly SLA Report Days Late = Date** Report Delivered **- Date** Report Due 1. System and as necessary manual report to be provided by the contractor to indicate performance. 2. Contractor to provide complete report, cover page, table of contents, SLA table and summaries, format to be agreed upon during design.									

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
TC5	Reporting	Timing	Issue Notification	The time it takes to notify CTRMA's designated contact via email of Priority 1 and 2 issues/ outages that occur. This time period begins when the Contractor identifies and responds to a Priority 1 or 2 issue notification.	Measured Monthly for entire time period	2 business hours	X		2

Measurement Method:

P1/P2 Response Time = Time $_{Acknowledge}$ – Time $_{Notice}$

1. Report to be provided by the CSS Contractor monthly (see TC4) to indicate performance

2. Provide a report and detail log of all priority 1/2 events including:

    a. Maintenance event, failure detection, and notification time.

    b. Response time when the Contractor acknowledges the associated alarm or issue.

    c. Time duration between the event notification and response for each ticket.

    d. Events will be tracked on an individual basis and summarized by Contractor for monthly reporting.

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
TC6	Reporting	Timing	Issue Incident Report	The time it takes to submit a completed incident report to CTRMA's designated contact via email when Priority 1 and 2 issues are resolved. This time period begins when the Contractor resolves a P1 or P2 issue	Measured Monthly for entire time period	Within 1 business day of P1/P2 issue resolution	X		3

Measurement Method:

Monthly Incident Report Days Late = Date $_{Report\ Delivered}$ - Date $_{Report\ Due}$

1. Contractor to provide complete incident report, including details of the incident, impact, incident handling/resolution, and mitigation to prevent future incidents. Exeact format of the incident report to be agreed upon during design.

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
TC7	Remittance	Timing	Fund Remittance	The PBM BOS Contractor remits money from Contractor CTRMA-trust account to CTRMA direct account within 2 business days (excluding bank holidays)	Measured Monthly for entire time period	90%	X		6

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
	Measurement Method: **Monthly Fund Remittance % on time = (Number of remittance days in month – Number of remittance days missed) / Number of remittance days in month** 1. Contractor to provide remittance report detailing the number of days taken to remit all funds to CTRMA's trust account									
HD1	Help Desk	Help Desk	**Help Desk Priority 1 Response**	For Contractor or CTRMA-initiated Help Desk requests, the PBM BOS Contractor will respond to requests based on the following priority levels and timeframes. The issue is revenue impacting or customer facing and affects more than one individual or is mission critical with no available workaround. The response must be a human user response and not an automated ticketing system response	Measured Monthly for entire time period	**2 business hours*** *Business hours are measured based on hours of CSC Operation*	X		3

	Measurement Method:
	
	P1 Response Time = Time $_{Acknowledge}$ – Time $_{Notice}$
	
	1. Report to be provided by the Contractor monthly (see TC4) to indicate performance
	2. Provide a report and detail log of all priority 1 events including:
	   a. Time duration between the CTRMA initiated event notification and Contractor response for each ticket.
	   b. Events will be tracked on an individual basis and summarized by Contractor for monthly reporting.									

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
HD2	Help Desk	Help Desk	**Help Desk Priority 2 Response**	For Contractor or CTRMA-initiated Help Desk requests, the PBM BOS Contractor will respond to requests based on the following priority levels and timeframes. The issue is affecting one or more individuals and/or workarounds exist and any SLAs are affected. The response must be a human user response and not an automated ticketing system response	Measured Monthly for entire time period	**8 business hours*** **Business hours are measured based on hours of CSC Operation*	X		2

Measurement Method:

P2 Response Time = Time $_{Acknowledge}$ – Time $_{Notice}$

1. Report to be provided by the Contractor monthly (see TC4) to indicate performance

2. Provide a report and detail log of all priority 2 events including:

    a. Time duration between the CTRMA initiated event notification and Contractor response for each ticket.

    b. Events will be tracked on an individual basis and summarized by Contractor for monthly reporting.

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
HD3	**Help Desk**	**Help Desk**	**Help Desk Priority 3 Response**	For Contractor or CTRMA-initiated Help Desk requests, the PBM BOS Contractor will respond to requests based on the following priority levels and timeframes. The issue affects one or more individuals and a work around is available and no SLAs are impacted. The response must be a human user response and not an automated ticketing system response	Measured Monthly for entire time period	**16 business hours*** *Business hours are measured based on hours of CSC Operation*	**X**		**1**

Measurement Method:

P3 Response Time = Time $_{Acknowledge}$ **– Time** $_{Notice}$

1. Report to be provided by the Contractor monthly (see TC4) to indicate performance
2. Provide a report and detail log of all priority 3 events including:
   a. Time duration between the CTRMA initiated event notification and Contractor response for each ticket.
   b. Events will be tracked on an individual basis and summarized by Contractor for monthly reporting.

| OP1 | CSC | Operations | CSC Speed to answer - General | Percentage of inbound calls received at the CSC answered by a CSR with <=90 seconds | Measured Monthly for entire time period | Average Speed to Answer <=90 seconds | X | | 1 |

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
	Measurement Method: 1. Report to be provided by the Contractor monthly (see TC4) to indicate performance 2. Speed to Answer is defined as the duration measured from the moment the Interactive Voice Response (IVR) system determines that a call needs to be routed to a Customer Service Representative (CSR) until the CSR answers the call.								
OP2	**CSC**	**Operations**	**CSC Speed to answer - Special Programs**	Percentage of inbound calls received at the CSC answered by a CSR with <= 90 seconds Calls measured for this SLA are specific to Special Programs including Enforcement, Habitual Violator, Court, and Qualified Veterans.	Measured Monthly for entire time period	**Average Speed to Answer <=90 seconds**	**X**		**1**
	Measurement Method: 1. Report to be provided by the Contractor monthly (see TC4) to indicate performance 2. Speed to Answer is defined as the duration measured from the moment the Interactive Voice Response (IVR) system determines that a call needs to be routed to a Customer Service Representative (CSR) until the CSR answers the call. If multiple queues provide service associated with special programs, the weighted average shall be calculated based on the number of calls offered to each queue and the speed to answer of each queue.								
OP3	**Collections**	**Operations**	**Collection Agency Speed to answer**	Percentage of inbound calls received at the Collection Agency answered by a CSR with <= 90 seconds	Measured Monthly for entire time period	**Average Speed to Answer <=90 seconds**	**X**		**1**
	Measurement Method: 1. Report to be provided by the Contractor monthly (see TC4) to indicate performance 2. Speed to Answer is defined as the duration measured from the moment the Interactive Voice Response (IVR) system determines that a call needs to be routed to a Customer Service Representative (CSR) until the CSR answers the call. The speed to answer should be reported as a weighted average of all collection agency queues' speed to answer results based on the number of calls OFFERED to each queue.								
					Incentive Metrics				

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
OP4	CSC	Operations	**CSAT Score - phone and chat**	Weighted average of customer satisfaction scores based on phone calls and web chat interactions	Measured Monthly for entire time period	96.50%		X	4

Measurement Method:

1. Report to be provided by the Contractor monthly (see TC4) to indicate performance

2. CSAT Score is a metric used to evaluate the satisfaction of customers following their interactions with the agency, whether through web or phone calls. The survey results are weighted across departments based on the number of completed interactions in each department.

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
OP5	CSC	Operations	**CSC Speed to answer - General****	Average speed to answer of inbound calls received at the CSC answered by a CSR with <=45 seconds	Measured Monthly for entire time period	Average Speed to Answer <= 45 seconds		X	2

Measurement Method:

1. Report to be provided by the Contractor monthly (see TC4) to indicate performance

2. Speed to Answer is defined as the duration measured from the moment the Interactive Voice Response (IVR) system determines that a call needs to be routed to a Customer Service Representative (CSR) until the CSR answers the call.

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
OP6	CSC	Operations	**CSC Speed to answer - Special Programs****	Average speed to answer of inbound calls related to special programs received at the CSC answered by a CSR with <=60 seconds Calls measured for this SLA are specific to Special Programs including Enforcement, Habitual Violator, Court, and Qualified Veterans.	Measured Monthly for entire time period	**Average Speed to Answer <= 60 seconds**		X	2

Measurement Method:

1. Report to be provided by the Contractor monthly (see TC4) to indicate performance

2. Speed to Answer is defined as the duration measured from the moment the Interactive Voice Response (IVR) system determines that a call needs to be routed to a Customer Service Representative (CSR) until the CSR answers the call. If multiple queues provide service associated with special programs, the weighted average shall be calculated based on the number of calls offered to each queue and the speed to answer of each queue.

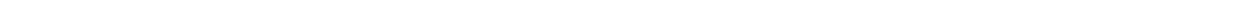| SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
OP7	**Collections**	**Operations**	**Collection Agency Speed to answer - Collections****	Average speed to answer of inbound calls received at the Collection Agency answered by a CSR with <=45 seconds	Measured Monthly for entire time period	**Average Speed to Answer <= 45 seconds**		**X**	**2**
	Measurement Method: 1. Report to be provided by the Contractor monthly (see TC4) to indicate performance 2. Speed to Answer is defined as the duration measured from the moment the Interactive Voice Response (IVR) system determines that a call needs to be routed to a Customer Service Representative (CSR) until the CSR answers the call. The speed to answer should be reported as a weighted average of all collection agency queues' speed to answer results based on the number of calls OFFERED to each queue.								
OP8	**CSC**	Operations	**CSC Chat Handling**	Percentage of website chat interactions resolved within 15 minutes	Measured Monthly for entire time period	**80% < = 15 minute**		**X**	**3**
	Measurement Method: 1. Report to be provided by the Contractor monthly (see TC4) to indicate performance 2. Time to Resolve is defined as the duration measured from the moment a customer initiates a chat session until the issue is fully resolved and the chat is closed.								
OP9	**CSC**	**Operations**	**CSC Inquiry and Dispute Response**	Percentage of Inquiries/Disputes Responded To is defined as the proportion of individual inquiries or disputes received by CTRMA or its BOS representative from customers via any communication channel (e.g., written correspondence, USPS, webform, email that are responded to within the service level timeframe). A system automated default response only acknowledging receipt of the Inquiry / Dispute does not qualify as a response.	Measured Monthly for entire time period	**100% <= 4 business days for USPS/hand delivered inquiry ; Electronically submitted 100% <= 3 business days**		**X**	**6**

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
	Measurement: **CSC Inquiry / Dispute Response Time = Time** Inquiry/Dispute Response receipt **– Time** Inquiry/Dispute Response 1. Report to be provided by the Contractor monthly (see TC4) to indicate performance 2. Provide a report and detail log of all received inquiries and disputes: a. Time duration between the Inquiry / Dispute receipt and Contractor response for each Inquiry / Dispute. b. Details of the dispute including categorization of the dispute/inquiry type, dispute / inquiry disposition (or current status if still pending), relevant account information such as license plate, account number, etc. c. Events will be tracked on an individual basis and summarized by Contractor for monthly reporting.								
OP10	Collections	Operations	**Collections Dispute Response**	Percentage of disputes resonded to by the Collection or CSC and resolved within the service level timefram days Response is defined as responded to the request including requesting additional information (e.g. documentation, additional customer, vehicle, travel, account details, etc.)	Measured Monthly for entire time period	**90% <= 2 business days**		**X**	**4**
	Measurement Method: **Collections Dispute Response Time = Time** Collections Dispute receipt **– Time** Collections Dispute Response 1. Report to be provided by the Contractor monthly (see TC4) to indicate performance 2. Provide a report and detail log of all received collections disputes: a. Time duration between the Dispute/Inquiry receipt and Contractor response for each Dispute/Inquiry. b. Details of the dispute including categorization of the dispute type, dispute disposition (or current status if still pending), relevant account information such as license plate, account number, etc.									
OP11	CSC	Operations	**Escalated Complaints - Back Office Provider - Resolved**	Average days to resolve - < x days	Measured Monthly for entire time period	**5 business days**		**X**	**5**

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points

				Measurement Method:
				
				 Escalated Complaints CSC Response Time = Time $_{\text{Escalated Complaint receipt}}$ **– Time** $_{\text{Escalated Complaint response}}$
				
				 1. Report to be provided by the Contractor monthly (see TC4) to indicate performance
				
				 2. Provide a report and detail log of all received escalated complaints:
				
				    a. Time duration between the escalated compliant receipt and escalated complaint response for each complaint.
				
				    b. Details of the complaint including categorization of the complaint type, complaint disposition (or current status if still pending), relevant account information such as license plate, account number, etc.					

OP12	Collections	Operations	**Escalated Complaints - Collections - Resolved**	Average days to resolve < x days	Measured Monthly for entire time period	**5 business days**		X	5

				Measurement Method:
				
				 Escalated Complaints Collections Response Time = Time $_{\text{Escalated Complaint receipt}}$ **– Time** $_{\text{Escalated Complaint response}}$
				
				 1. Report to be provided by the Contractor monthly (see TC4) to indicate performance
				
				 2. Provide a report and detail log of all received escalated complaints:
				
				    a. Time duration between the escalated compliant receipt and escalated complaint response for each complaint.
				
				    b. Details of the complaint including categorization of the dispute type, complaint disposition (or current status if still pending), relevant account information such as license plate, account number, etc.					

OP13	Lockbox	Operations	**Lockbox general payment processing**	Average days to post - < x business days (start date is receipt date at Lockbox vendor)	Measured Monthly for entire time period	**1 business day**		X	3

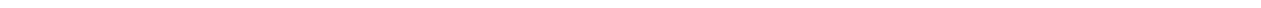| SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
				Measurement Method: 1. Report to be provided by the Contractor monthly (see TC4) to indicate performance 2. *Average Days to Post Payment* is defined as the average number of days from the receipt of a payment until the payment is posted to the customer's account and the funds are deposited into the CTRMA trust account.					
OP14	**Lockbox**	**Operations**	**Lockbox exception payment processing**	Average days to post - < x business days (start date is receipt date at Lockbox vendor)	Measured Monthly for entire time period	**2 business days**		**X**	**3**
				Measurement Method: 1. Report to be provided by the Contractor monthly (see TC4) to indicate performance 2. Exception Payments are defined as payments that deviate from standard processing criteria and require special handling. Exception Payments include: a. Payments submitted without a coupon. b. Payments submitted for an amount different than the accompanying coupon. c. Payments submitted for a different balance than what is owed on the account. 3. Average Days to Post Payment is defined as the average number of days from the receipt of a payment until the payment is posted to the customer's account and the funds are deposited into the CTRMA trust account.					
OP15	**Quality**	**Operations**	**Quality Score**	Percentage quality score for all transaction based employees	Measured Monthly for entire time period	**88.75%**		**X**	**5**
				Measurement Method: 1. Report to be provided by the Contractor monthly (see TC4) to indicate performance 2. Quality Score is defined as the average score for all transactional quality audits, comparing performance to CTRMA expectations. This metric evaluates how well interactions meet established quality standards. If necessary, the weighted average is calculated based on the actual number of audits completed for each department, ensuring an accurate representation of performance across different areas.					
OP16	**Financial**	Operations	**Toll Liquidation**	Toll Revenue liquidation percentage for payments received before the 1st Notice of Nonpayment due date. This metric includes Pay by Mail, Pre and Post paid account payments.	Measured Monthly for entire time period	**Liquidation by the 1st Notice of Nonpayment due date Target = 35%**		**X**	**6**

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
				Measurement 1. Report to be provided by the Contractor monthly (see TC4) to indicate performance 2. Toll Liquidation is defined as the percentage of paid toll transactions where payment is applied prior to the 1st Notice of Nonpayment due date, including the Toll Bill Notice stage, compared to the number of toll transactions invoiced. This metric is used to assess the effectiveness of payment collections and is reported one month in arrears.					

* **ALL base metrics must be met to qualify for top two tier incentives.**

** **These appear duplicative to similar metrics in base. Achieving the lower base level SLAs will allow incentive earned. Achieving the better incentive level SLAs will qualify the vendor for more points.**
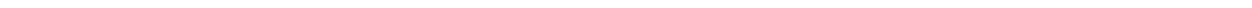
APPENDIX C
[Not Used]

APPENDIX D
Work Authorization Rate Schedule
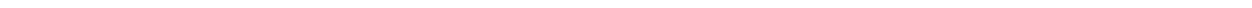
APPENDIX E
Key Personnel

APPENDIX F
Contractor's Proposal

APPENDIX G
[Not Used]

APPENDIX H
Form of Performance Bond

FORM OF PERFORMANCE BOND

AGREEMENT FOR FOR PAY BY MAIL, VIOLATIONS PROCESSING, COLLECTIONS AND CUSTOMER SERVICES

Bond No. _____

      KNOW ALL PERSONS BY THESE PRESENTS, that the _____, a _____, as "Principal" and _____, as "Surety" or as "Co-Sureties", each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "Authority"), a political subdivision of the State of Texas, as "Obligee", in the sum of [$_____] (the "Bonded Sum"), for the payment whereof Principal and Surety (or Co-Sureties), bind themselves, and their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

      WHEREAS, the Obligee, has awarded to Principal, the Agreement for Pay By Mail, Violations Processing, Collections and Customer Services, duly executed and delivered as of [_____], 202[_] (the "Agreement"), on the terms and conditions set forth therein; and

      WHEREAS, upon the execution of the Agreement under <u>Article 8, subsection (c)(iii)</u>, Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Agreement;

      NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Agreement, including any and all amendments and supplements thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Obligee shall release this bond upon the conclusion of the term of the Agreement as set forth in Article 8(c)(v) of the Agreement.

      The following terms and conditions shall apply with respect to this bond:

1.   The Agreement is incorporated by reference herein.

2.   This bond specifically guarantees the performance of each and every obligation of Principal under the Agreement, as it may be amended and supplemented, including but not limited to, its liability for liquidated damages as specified in the Agreement, but not to exceed the penal amount described in Article (8)(d)(iv).

3.   Whenever Principal shall be, and is declared by the Obligee to be, in default under the Agreement and the Obligee has formally terminated the Principal's right to complete the Services required under the Agreement, provided that the Obligee is not then in material default thereunder, Surety shall promptly take one of the following actions with the consent of the Obligee:

      a.   arrange for the Principal to perform and complete the Agreement;

b.   complete the Services required under the Work Authorizations then in effect in accordance with the terms and conditions of the Agreement then in effect, through its agents or through independent contractors;

c.   obtain bids or negotiated proposals from qualified contractors acceptable to the Obligee for a contract for performance and completion of the Services required under the Work Authorizations, arrange for a contract to be prepared for execution by the Obligee and the contractor selected with the Obligee's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Agreement in an amount that corresponds to the amount of the Work Authorization to be completed, and pay to the Obligee the amount of damages as described in Article 8 of the Agreement; or

d.   waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, (i) after investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefore to the Obligee, or (ii) deny liability in whole or in part and notify the Obligee citing reasons therefore.

5.   If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Obligee to Surety demanding that Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to the Obligee. If Surety proceeds as provided in Subparagraph 3.d, and the Obligee refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice the Obligee shall be entitled to enforce any remedy available to the Obligee.

6.   After the Obligee has terminated the Principal's right to complete the Agreement, and if Surety elects to act under Subparagraph 3.a, 3.b, or 3.c above, then the responsibilities of Surety to the Obligee shall not be greater than those of the Principal under the Agreement, and the responsibilities of the Obligee to Surety shall not be greater than those of the Obligee under the Agreement. To the limit of the Bonded Sum, Surety is obligated without duplication for:

a.   the responsibilities of the Principal for correction of defective work and completion of the Services required under the Agreement;

b.   additional legal and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 3; and

c.   liquidated damages under the Agreement.

7.   No alteration, modification or supplement to the Agreement or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond.

8.   Correspondence or claims relating to this bond should be sent to Surety at the following address:

_____

_____

_____

9.   No right of action shall accrue on this bond to or for the use of any entity other than the Obligee or its successors and assigns.

10.   If any legal action be filed on this bond, venue shall be in Travis County, Texas.

11.   This bond is executed in accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended.

12.   Initially capitalized terms not otherwise defined herein shall have the definition set forth in the Agreement.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of [_____], 202[_].

Principal: _____

                            By: _____

                            Its: _____

                            (Seal)

Surety: _____
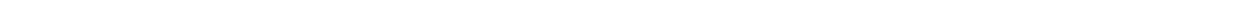
                            By: _____

                            Its: _____

                            (Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

APPENDIX I
Form of Revenue Loss Surety Bond

FORM OF REVENUE LOSS SURETY BOND

AGREEMENT FOR ROADSIDE TOLL COLLECTION SYSTEM INSTALLATION AND MAINTENANCE SERVICES

Bond No. _____

      KNOW ALL PERSONS BY THESE PRESENTS, that the _____, a _____, as "Principal" and _____, as "Surety" or as "Co-Sureties", each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "Authority"), a political subdivision of the State of Texas, as "Obligee", in the sum of [$_____] (the "Bonded Sum"), for the payment whereof Principal and Surety (or Co-Sureties), bind themselves, and their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

      WHEREAS, the Obligee, has awarded to Principal, the Agreement for Pay By Mail, Violations Processing, Collections and Customer Services, duly executed and delivered as of [_____], 202[_] (the "Agreement"), on the terms and conditions set forth therein; and

      WHEREAS, under Article 8, subsection (c)(ii), Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Agreement.

      NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Agreement, including any and all amendments and supplements thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Obligee shall release this bond upon the conclusion of the term of the Agreement as set forth in Article 3 of the Agreement.

      The following terms and conditions shall apply with respect to this bond:

1.   The Agreement is incorporated by reference herein.

2.   This bond specifically guarantees any loss of revenue incurred by the CTRMA under Article 8 of the Agreement.

3.   No alteration, modification or supplement to the Agreement or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond.

4.   Correspondence or claims relating to this bond should be sent to Surety at the following address:

_____

_____

_____

5.   No right of action shall accrue on this bond to or for the use of any entity other than the Obligee or its successors and assigns.

6.   If any legal action be filed on this bond, venue shall be in Travis County, Texas.

7.   This bond is executed in accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended.

8.   Initially capitalized terms not otherwise defined herein shall have the definition set forth in the Agreement.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of _____, 202[_].

Principal:

                                    _____

                                    By: _____

                                    Its: _____

                                    (Seal)

Surety: _____

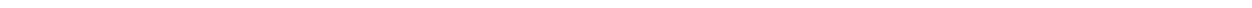   By: _____

                                    Its: _____

                                    (Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

APPENDIX J
Form of Payment Bond

FORM OF PAYMENT BOND

AGREEMENT FOR PAY BY MAIL, VIOLATIONS PROCESSING, COLLECTIONS AND CUSTOMER SERVICES

Bond No. _____

      KNOW ALL PERSONS BY THESE PRESENTS, that the _____, a _____, as "Principal" and _____, as "Surety" or as "Co-Sureties", each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "Authority"), a political subdivision of the State of Texas, as "Obligee", in the sum of [$_____] (the "Bonded Sum"), for the payment whereof Principal and Surety (or Co-Sureties), bind themselves, and their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

      WHEREAS, the Obligee, has awarded to Principal, the Agreement for Pay By Mail, Violations Processing, Collections And Customer Services, duly executed and delivered as of [_____], 202[_] (the "Agreement"), on the terms and conditions set forth therein; and

      WHEREAS, upon the execution of the Agreement under Article 8, subsection (c)(iii) Principal is required to furnish and continuously maintain in place a bond guaranteeing payment of claims, subcontractors, suppliers, materialmen and mechanics.

      NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall fail to pay any valid and timely claims of subcontractors, suppliers, materialmen and mechanics with respect to the Services, then Surety shall pay for the same in an amount not to exceed, in the aggregate, the Bonded Sum; otherwise this obligation shall be null and void upon the conclusion of the term of the Agreement as set forth in Article (8)(c)(v) of the Agreement.

      The following terms and conditions shall apply with respect to this bond:

1.   The Agreement is incorporated by reference herein.

2.   No alteration, modification or supplement to the Agreement or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond.

3.   Correspondence or claims relating to this bond should be sent to Surety at the following address:

_____

_____

_____

4.   This bond shall inure to the benefit of the persons identified above so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

5.   To the extent permitted by law, the only permitted claimants under this Bond shall be those entities having a contract with Principal and those entities having a contract with an entity which has a contract with Principal.

6.   If any legal action be filed on this bond, venue shall be in Travis County, Texas.

7.   This bond is executed in accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended.

8.   Initially capitalized terms not otherwise defined herein shall have the definition set forth in the Agreement.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of [_____], 202[_].

Principal: _____

                                    By: _____

                                    Its: _____

                                    (Seal)

Surety: _____

                                    By: _____

                                    Its: _____

                                    (Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

APPENDIX K
Form of Work Authorization
WORK AUTHORIZATION NO. ____

This Work Authorization is made as of this _____ day of _____, 202_, under the terms and conditions established in the AGREEMENT FOR PAY BY MAIL, VIOLATIONS PROCESSING, COLLECTIONS AND CUSTOMER SERVICES, dated as of _____, 2025 (the "Agreement"), between the **Central Texas Regional Mobility Authority** (the "Authority") and Neology, Inc. (the "Contractor"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

[Brief description of the Project elements to which this Work Authorization applies]

Section A. - Scope of Services

A.1. The Contractor shall perform the following Services:

[Enter description of the Scope of Services here for which this Work Authorization applies, or make reference to an attached Appendix]

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority:

A.3. In conjunction with the performance of the foregoing Services, the Contractor shall provide the following submittals/deliverables (Documents) to the Authority:

Section B. - Schedule

The Contractor shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the Contractor the amount not to exceed $ _____, based on the attached fee estimate. Compensation shall be in accordance with the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the Contractor according to the terms of a future Work Authorization.

Section D. – Liquidated Damages/Incentive Payments

1

The parties agree to the following methodology with respect to the payment of an early completion incentive or the assessment of any liquidated damages:

Section E. – Key Personnel

[Enter list of key personnel here]

Section F. Authority's Responsibilities

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the Contractor. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

Section G. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority:	Central Texas Regional Mobility Authority	Contractor:	Neology, Inc.
By:	_____	By:	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____