

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

**RESOLUTION NO. 20-023**

**APPROVING AGREEMENTS WITH THE SOUTHWEST RESEARCH INSTITUTE  
FOR A LONESTAR SOFTWARE SUBLICENSE AND FOR IMPLEMENTATION OF A  
LONESTAR ADVANCED TRAFFIC MANAGEMENT SYSTEM**

WHEREAS, the Mobility Authority is developing a Traffic Incident Management and Intelligent Transportation System Program Plan to standardize and coordinate its regional traffic incident management operations with regional partner agencies; and

WHEREAS, to improve coordination and standardize traffic management systems across the region, the Mobility Authority will need to interface its automated traffic management system with the ActiveITS software platform (Lonestar) that is currently used by regional partner agencies; and

WHEREAS, Lonestar is made available by TxDOT through an agreement with Southwest Research Institute, the only entity authorized to sub-license the Lonestar; and

WHEREAS, the written justification for the proprietary purchase and implementation of Lonestar required under Mobility Authority Policy Code Section 401.17 is attached hereto as Exhibit A; and

WHEREAS, the Executive Director has negotiated a proposed software sublicense agreement with the Southwest Research Institute for the use of Lonestar at no cost to the Mobility Authority which is attached hereto as Exhibit B; and

WHEREAS, the Executive Director has negotiated a proposed agreement with the Southwest Research Institute for the implementation and support of the Lonestar automated traffic management system in an amount not to exceed \$175,000 which is attached hereto as Exhibit C; and

WHEREAS, the Executive Director recommends entering into the proposed software sublicense and implementation agreements with the Southwest Research Institute for the Lonestar automated traffic management system in the form or substantially the same form as attached hereto as Exhibit B and Exhibit C, respectively; and

WHEREAS, the Executive Director requests the Board authorize an additional \$17,500 to be used as project contingency to address any unforeseen issues as Lonestar is deployed.

NOW THEREFORE BE IT RESOLVED, that the Board hereby accepts the justification for the proprietary purchase of the Lonestar automated traffic management system from the Southwest Research Institute which is attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to enter into the Lonestar software sublicense agreement with the Southwest Research Institute in the form or substantially the same form attached hereto as Exhibit B; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to enter into the agreement with the Southwest Research Institute for the implementation and support of the Lonestar automated traffic management system in an amount not to exceed \$175,000 and in the form or substantially the same form attached hereto as Exhibit C; and

BE IT FURTHER RESOLVED, that the Board approves the expenditure of an additional \$17,500 to be used at the discretion of the Executive Director as project contingency to address any unforeseen issues as the Lonestar automated traffic management system is deployed.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29<sup>th</sup> day of April 2020.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey Petrov, General Counsel

Approved:

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

**Exhibit A**



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

**MEMORANDUM**

**Date:** March 25, 2020

**To:** Chairman Bobby Jenkins and the CTRMA Board of Directors

**From:** Mike Heiligenstein, CTRMA Executive Director

**Subject:** Lonestar ActiveITS Proprietary Purchase Justification

Per Section 401.17 of the Mobility Authority's Policy Code, the purpose of this memo is to provide written justification for the proprietary purchase of the Lonestar (ActiveITS), from the Southwest Research Institute (SwRI). The following explains the justification for this purchase.

**Project Background and Goals**

The Mobility Authority is working to establish a collaborative framework to improve regional traffic management and incident response with the Texas Department of Transportation (TxDOT) Austin District. CTRMA will focus on three main priorities in this partnership:

- re-aligning the Mobility Authority's TIM Center Concept of Operations with that of TxDOT;
- synergizing existing traffic and incident management resources and staff with TxDOT's TIM Center; and
- reducing the dispatch and response for traffic accidents on Mobility Authority roadways.

**Need for the Lonestar (ActiveITS) Automated Traffic Management Software**

The Lonestar software leverages the ActiveITS™ platform, an open-source software, developed and owned by both TxDOT as well as the Florida Department of Transportation (FDOT). Lonestar (ActiveITS) is commercially available to other transportation agencies and is a proven traffic management platform.

TxDOT utilizes the Lonestar (Active ITS) automated traffic management system (ATMS). The Lonestar software is the existing Combined Traffic, Emergency and Communications Center (CTECC) ATMS installation. Utilizing Lonestar allows TxDOT to access the Mobility Authority's ITS devices during non-business hours and emergency situations reducing incident response time. The Mobility Authority will also realize the benefits of Lonestar system upgrades and updates as they become available, keeping us in total synchronization with TxDOT. No other product can similarly achieve these specifications.

**Lonestar and the Southwest Research Institute**

TxDOT makes its Lonestar (ActiveITS) platform available to other public agencies via their exclusive authorized partnership with the Southwest Research Institute (SwRI). SwRI is the only entity authorized to sub-license Lonestar to other public agencies and provide any related professional services for its implementation. A letter supporting this statement is attached.

Based on the above, the Mobility Authority has solicited a bid for the sub-license and implementation of the Lonestar (ActiveITS) systems to SwRI, without using the usual competitive bidding or competitive proposal procedures. Staff recommends approval of this item.

**Exhibit B**

# SOUTHWEST RESEARCH INSTITUTE®

6220 CULEBRA ROAD 78238-5166 • P.O. DRAWER 28510 78228-0510 • SAN ANTONIO, TEXAS, USA • (210) 684-5111 • WWW.SWRI.ORG

INTELLIGENT SYSTEMS DIVISION

March 2, 2020

Mr. Greg Mack  
Central Texas Regional Mobility Authority  
104 N. Lynnwood Trail  
Cedar Park, TX 78613

Subject: Sole Source Justification for Southwest Research Institute® (SwRI®) to deploy, enhance, and support ActiveITS/Lonestar ATMS for CTRMA

Dear Mr. Mack:

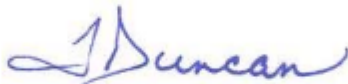
SwRI is pleased to respond to your request for a sole source justification for deploying, enhancing, and supporting an ActiveITS/Lonestar ATMS for CTRMA.

The ActiveITS ATMS codebase is currently deployed across 11 state DOTs and territories; within Texas, deployments include TxDOT (statewide), City of Lubbock, City of San Antonio, City of Grand Prairie, the North Texas Tollway Authority (NTTA), and SH288 Toll Project. As the original developer and continuing maintainer of the ActiveITS ATMS codebase, SwRI is uniquely capable of deploying, configuring, supporting, and modifying the ActiveITS codebase to meet CTRMA's specific needs while also facilitating code sharing from and to the other ActiveITS agencies. Note that this code sharing makes the latest versions of Lonestar available to CTRMA automatically on a periodic basis.

SwRI has decades of experience with deploying, enhancing, and supporting this codebase and with facilitating the code sharing mandated by the ActiveITS contract. As such, we are the only organization with the experience necessary to efficiently conduct the specified scope of work.

SwRI looks forward to working with CTRMA on this project. If you have any questions regarding this proposal, please feel free to contact me at (210) 522-3927 or by e-mail at [tammy.duncan@swri.org](mailto:tammy.duncan@swri.org). Contractual questions should be directed to Mrs. Patty Cade at (210) 522-2397 or by email at [patty.cade@swri.org](mailto:patty.cade@swri.org).

Sincerely,



Tammy Duncan  
Principal Analyst  
Transportation Management Systems  
Critical Systems Department

TD

**Exhibit C**



## **ACTIVEITS SOFTWARE SUBLICENSE AGREEMENT**

This is a Software Sublicense Agreement, effective on the \_\_\_\_ day of \_\_\_\_\_ 2020, between SOUTHWEST RESEARCH INSTITUTE® (SwRI®) a nonprofit corporation organized under the laws of the State of Texas, with offices at 6220 Culebra Road, San Antonio, Texas 78238-5166 (hereinafter referred to as “SwRI”) and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY with offices at 3300 North IH-35, Suite 300, Austin, TX 78705 (hereinafter referred to as “Mobility Authority”). SwRI agrees to grant to the Mobility Authority, and the Mobility Authority agrees to accept from SwRI, a nonexclusive, nontransferable, royalty free software sublicense in accordance with this Agreement during the term specified in Article 6.

### **WHEREAS:**

SwRI has obtained and currently has licenses from Florida and Texas to computer programs whose purposes are operation of traffic management centers, and SwRI has the right to sublicense the same under licenses obtained from Florida and Texas who own such computer programs; and

SwRI, as an authorized distributor of such computer programs, desires to market and sublicense those computer programs; and

SwRI and the Mobility Authority wish to enter into an agreement authorizing the Mobility Authority and/or any of its designated contractors to use copies of those computer programs for the benefit of the Mobility Authority; and

The Mobility Authority wishes to save development time and reduce costs by leveraging Florida and Texas Software.

### **NOW, IT IS HEREBY AGREED:**

#### **1.0 DEFINITIONS**

1.1 Florida and Texas who are listed in the table of Exhibit A, mean the original issuers of licenses for individual or collective software programs to SwRI.

1.2 “Software” means the actual transportation management center computer programs, source code, and software modules under license to SwRI at the time of this Agreement.

1.3 “Documentation” means the user manuals and other materials, including issues lists in printed or electronic form, which facilitate the use of the Software by the Mobility Authority.

1.4 “Licensed Software” means any combination of the Software and Documentation covered by any of the license agreements listed in Exhibit A and furnished by SwRI to the Mobility Authority.

1.5 “Modifications” mean any modifications, improvements, enhancements, or changes to the Licensed Software and any and all computer programs in any code form and associated documentation, derived from or based upon the Licensed Software, developed, or otherwise acquired by the Mobility Authority, SwRI, or their employees, contractors, or agents.

1.6 “Geographic Limits” means the established geopolitical boundaries associated with the Mobility Authority.

## 2.0 SUBLICENSE

2.1 Sublicense Grant. In consideration of the premises put forth, and subject to all other conditions herein, SwRI hereby grants to the Mobility Authority a nontransferable and nonexclusive license to use and modify the Licensed Software and its changes, modifications, or enhancements for its internal purposes, with no right to sublicense, sell, lease, assign, or transfer the Licensed Software.

2.2 Notwithstanding 2.1 herein and with SwRI’s written approval, the Mobility Authority may sub-sublicense, royalty free, the executable code of the Sub-Sublicense to other governmental entities within the Geographic Limits.

2.3 Sublicense. This Sublicense, granted by SwRI in 2.1 herein, shall be only for use in the Geographic Limits.

2.4 Title in Licensed Software and Modifications. Title and all proprietary rights in the Licensed Software, including changes, modifications, or enhancements made by or for the Mobility Authority, shall at all times remain the property of Florida and Texas.

2.5 No Support by Florida and Texas. the Mobility Authority recognizes and agrees that Florida and Texas will not provide any support or maintenance and that any warranties provided are provided solely by SwRI and not on behalf of Florida and Texas.

2.6 The Mobility Authority-Owned Modules. the Mobility Authority will own all computer software programs that are created and/or developed for the Mobility Authority, but not changes, modifications, or enhancements of the Licensed Software, even though they are incorporated into a system that includes the Licensed Software.

## 3.0 CERTAIN SwRI OBLIGATIONS

3.1 Compliance. SwRI agrees to comply fully with all of its obligations under this Agreement.

3.2 Maintenance and Support. SwRI will solely and on behalf of itself, where appropriate, enter into agreements with the Mobility Authority for maintenance and support of the Licensed Software.

#### 4.0 CERTAIN MOBILITY AUTHORITY OBLIGATIONS

4.1 The Mobility Authority agrees to reproduce, and have reproduced on all permitted copies of Licensed Software existing copyright and other proprietary notices.

4.2 The Mobility Authority agrees to require its employees, contractors, and agents to comply with the terms and conditions of this Agreement prior to permitting any access to use the Licensed Software by the individual and shall take all steps necessary to remedy any violation, including, but not limited to, immediately terminating the individual's access to and use of the Licensed Software.

4.3 The Mobility Authority agrees it will not authorize, permit, or allow the use or disclosure of the Licensed Software by its employees, contractors, or agents except as expressly authorized under this agreement.

4.4 The Mobility Authority agrees that it retains no rights in the Licensed Software or its changes, modifications, or enhancements and other Licensed Software-related materials except for the limited rights specifically granted under this Agreement.

4.5 The Mobility Authority agrees to inform SwRI of any changes, modifications, or enhancements to be made to the Licensed Software by the Mobility Authority and/or any of its designated contractors.

4.6 The Mobility Authority agrees to provide SwRI source code for all changes, modifications, or enhancements and documentation updates made to the Licensed Software by the Mobility Authority and/or any of its designated contractors.

4.7 The Mobility Authority agrees it will make no changes to the Licensed Software without corresponding changes also being made to applicable Documentation.

4.8 The Mobility Authority agrees to utilize the issues database established by SwRI to track the identification and resolution of issues associated with the Licensed Software products utilized under this Agreement.

4.9 The Mobility Authority agrees to provide a report to SwRI due not later than January 7, April 7, July 7, and October 7 of each year this license is in effect, detailing the use of the Licensed Software. The report will include a description of modifications made to the Licensed Software, specific name of the Mobility Authority, the Mobility Authority site location, and specific programs licensed.

4.10 The Mobility Authority agrees the Licensed Software contains highly confidential information. The Mobility Authority agrees to take all reasonable precautions to protect the Licensed Software and preserve its confidential, proprietary and trade secret status in perpetuity. The Mobility Authority agrees it is responsible for the supervision, management, and control of its use of the Licensed Software.

4.11 The Mobility Authority agrees to notify SwRI promptly and provide reasonable assistance to SwRI, Florida and Texas without charge in prosecution of any trade secret, copyright, trademark, or service mark infringements that come to the attention of the Mobility Authority.

4.12 The Mobility Authority agrees that if at any time it becomes aware of unauthorized use, copying, or disclosure of the Licensed Software, it shall immediately notify SwRI and fully cooperate with Florida and Texas to protect the proprietary rights of Florida and Texas. The Mobility Authority shall agree that a breach or threatened breach of its obligation to protect the Licensed Software may cause immediate and irreparable harm, entitling Florida and Texas to seek immediate termination of the Sublicense. The Mobility Authority's compliance with this paragraph shall not be construed in any way as a waiver of the rights of Florida and Texas to recover damages or obtain other relief against the Mobility Authority for harm to the proprietary rights of Florida and Texas or for breach of contractual rights.

4.13 The Mobility Authority agrees that any warranties provided are provided solely by SwRI and not on behalf of Florida and Texas. The Mobility Authority agrees to accept the Limitation of Liability and Disclaimer of Warranty provisions included in this Agreement for the benefit of SwRI and Florida and Texas.

4.14 The Mobility Authority agrees that Florida and Texas may make Modifications to the Licensed Software without notice to the Mobility Authority. Florida and Texas shall not be required to provide any Modifications of the Licensed Software. If any copy of a Modification of the Licensed Software is received by the Mobility Authority, the Mobility Authority agrees that all the terms and conditions of their agreement with SwRI apply to the Modification.

## 5.0 LIMITATION OF LIABILITY and DISCLAIMER OF WARRANTY

5.1 EXCEPT AS OTHERWISE PROVIDED IN THE VENDOR CONTRACT, SWRI DISCLAIMS ALL WARRANTIES WITH REGARD TO THE LICENSED SOFTWARE SOLD OR LICENSED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OBLIGATIONS OR LIABILITIES FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE. SERVICES MAY BE WARRANTED IN A SERVICE AGREEMENT.

5.2 EXCEPT AS OTHERWISE PROVIDED HEREIN, FLORIDA AND TEXAS DISCLAIM ALL WARRANTIES WITH REGARD TO THE LICENSED SOFTWARE SOLD OR LICENSED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF FLORIDA AND TEXAS FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE LICENSED SOFTWARE.

## 6.0 TERM AND TERMINATION

6.1 This Agreement shall enter into force on the \_\_\_\_ day of \_\_\_\_\_, 2020 and shall continue as long as SwRI's licenses from Florida and Texas are in force plus one year from the date Florida or Texas terminate the license to SwRI.

6.2 If the license from Florida or Texas to SwRI is terminated, or under termination, SwRI shall notify The Mobility Authority within ten business days.

6.3 In the event that the license from Florida or Texas to SwRI is terminated as specified in 6.2, then the Mobility Authority, if not in breach of any terms and conditions with this Agreement, may elect, with Florida or Texas approval, to continue with this Agreement directly with Florida and Texas under the same terms and conditions as were agreed between SwRI and Florida and Texas, as long as those terms are not more burdensome than the terms of the latest agreement between Florida and Texas and SwRI.

6.4 If either party fails to perform any other term, covenant, or condition of this Agreement, and has not performed such term, covenant, or condition within sixty (60) days after a notice of default has been received, the non-defaulting party shall have the right to forthwith terminate this Agreement by means of a written notice to the other party.

6.5 The Mobility Authority agrees to immediately return or certify destruction of the Licensed Software Documentation, including any copies, information, or notes relating thereto except to the extent retention is necessary to keep the Traffic Management Centers ("TMCs") installed with Intelligent Transportation Systems ("ITS") Software operational for up to one (1) year or until the Mobility Authority receives a license from Florida and Texas directly upon any sublicense termination under Article 6 of this Agreement.

## 7.0 REMEDIES

7.1 The rights of the Mobility Authority and SwRI, pursuant to Article 6 hereof, are without prejudice to any other rights or remedies that the Mobility Authority and SwRI may have. The Mobility Authority's and SwRI's pursuit and enforcement of any one or more remedies shall not be deemed an election or waiver by the Mobility Authority or SwRI of any other remedy.

## 8.0 NOTICES

Service of all notices under this Agreement by either party to the other shall be sufficient only if posted by certified or registered post, return receipt requested, or personally delivered and receipted. Either party may change its address for service of all notices by written notice to the other.

AS TO SwRI:

Contracts: Director of Contracts  
Southwest Research Institute

Post Office Drawer 28510  
San Antonio, Texas 78228-0510  
U.S.A.

Technical: ISD Department Director  
Southwest Research Institute  
Post Office Drawer 28510  
San Antonio, Texas 78228-0510  
U.S.A.

#### AS TO MOBILITY AUTHORITY:

Contracts: Geoff Petrov  
General Counsel  
Central Texas Regional Mobility Authority  
3300 N IH-35, Suite 300  
Austin, Texas 78705  
U.S.A.

Technical: Greg Mack  
Assistant Director of IT & Toll Systems  
Central Texas Regional Mobility Authority  
3300 N IH-35, Suite 300  
Austin, Texas 78705  
U.S.A.

#### 9.0 UNFORESEEN EVENTS

Neither party shall be responsible for any delay or failure to perform due to causes beyond reasonable control of the party, including, but not limited to, strikes, lockouts, or other labor disputes, riots, civil disturbances, actions, or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather (including hurricanes), fire, Acts of God or the public enemy, nuclear disasters, or default of a common carrier.

#### 10.0 SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be held unenforceable in any respect under the United States patent and copyright laws that are in effect, such unenforceability shall not affect any other provision, and this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.

#### 11.0 ENTIRE SUBLICENSE AGREEMENT

This Agreement and its Exhibit A constitutes the entire agreement governing the sublicense of Licensed Software from SwRI to the Mobility Authority. SwRI acknowledges that

it has not been induced to enter into this Agreement by representations or statements, oral or written, not expressly contained herein. This Agreement may be modified only in writing signed by duly authorized representatives of each party.

**12.0 GENERAL CONDITIONS**

12.1 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

12.2 The headings and subheadings in this Agreement are for convenience only and do not form a part of this Agreement.

12.3 The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions.

12.4 This Agreement may be executed electronically and in counterparts, each of which shall be deemed to be an original, and when taken together, shall constitute one binding agreement. A facsimile or exact image of an original signature transmitted to the other party is as effective as if the original were sent to the other party.

**EXECUTED BY BOTH PARTIES AS PROVIDED BELOW:**

SOUTHWEST RESEARCH INSTITUTE

MOBILITY AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

<b>Software Name</b>	<b>Licensor</b>	<b>Date of License</b>
TxSoftware	TxDOT	May 30, 2006
SunGuide	FDOT	Sep 1, 2006



**Southwest Research Institute®**  
**PROPOSAL AND FIXED-PRICE CONTRACT FOR SERVICES**

SOUTHWEST RESEARCH INSTITUTE, a Texas nonprofit corporation located at 6220 Culebra Road, San Antonio, Texas, 78238-5166 (SwRI®), proposes to provide the services described in SwRI Proposal No.10-88923-1 (Project) for **CENTRAL TEXAS REGIONAL MOBILITY**, located at 104 N. Lynnwood Trail, Cedar Park, Texas 78613 (Client).

This proposal will be effective until June 23, 2020 and, if accepted by Client on or before the above date or such other date as may be mutually agreeable, it will become effective as a contract on the following terms and conditions:

1. Performance will begin at the earliest practicable date, but in no event later than five (5) days after Client fully executes this contract, and shall continue for a period of three (3) months unless this performance period is modified by mutual agreement in writing.

2. SwRI shall devote such time and attention to the Project as is needed for its proper and diligent conduct and shall provide SwRI-owned and available scientific equipment, and laboratory and service facilities as required.

3. Payment terms will be as described in Exhibit A.

4. Scope of Work will be as described in Exhibit B.

5. SwRI shall report to Client from time to time as the Project progresses all significant information resulting from this Project. In addition, all information obtained by SwRI, as a result of the Project will be available to Client at any time while this contract is in force. SwRI shall not publish or disclose to third parties the results of the Project or any information obtained from or on behalf of Client which is proprietary and confidential to Client (Confidential and Proprietary Information) without Client's written approval. Confidential and Proprietary Information shall not include information (a) which was available to the public by publication or otherwise or was a part of the public domain at the time of such disclosure by Client; (b) which becomes available to the public by publication or otherwise or becomes part of the public domain after a disclosure by Client; (c) which is or has been disclosed by Client to any third party without the same or substantially the same obligations of nondisclosure as those imposed on SwRI; (d) which was already known to SwRI prior to disclosure by Client; or (e) which is required by law, government agency or court order to be disclosed by SwRI.

6. No advertising or publicity containing any reference to SwRI or any of its employees, either directly or by implication, shall be made use of by Client or on Client's behalf without SwRI's written approval. In the event Client distributes any report issued by SwRI on this Project outside its own organization, such report shall be used in its entirety, unless SwRI approves a summary or abridgement for distribution.

7. SwRI represents that each of its employees assigned to work on the Project will have entered into an employment contract with SwRI which provides for the assignment to SwRI of all inventions of such employees which fall within the terms of this contract with Client. If, during the time this contract with Client is in force, an SwRI employee as a result of his/her work on the Project makes an invention or discovery which relates exclusively to the Project, SwRI shall promptly make the fact of such invention or discovery known to Client. At Client's request, SwRI shall use its diligent efforts to cause its employees to execute all papers necessary or incidental to timely and proper applications for Letters Patent of the United States and all foreign countries and to convey to Client complete title to all such inventions and discoveries. All applications for Letters Patent shall be prepared, filed and prosecuted at the expense of Client by attorneys employed by Client

and all expenses, including SwRI employees' time and travel incurred in connection with such applications, shall be obligations of Client. All such expenses incurred by SwRI and its employees under this Article 6 shall be separately invoiced and paid by Client in addition to the payments provided for in Exhibit A.

8. SwRI shall not undertake simultaneous research and development projects for more than one client when, in the judgment of SwRI, the objectives of the projects or the nature and scope of the work required to be done may result in a conflict of interest.

9. A delay in or failure of either SwRI or Client to perform its obligations hereunder as described shall not constitute default under this contract nor give rise to any claim for damage if and to the extent such delay or failure is caused by occurrences beyond the control of the party affected, including but not limited to: acts of God; expropriation or confiscation of facilities or compliance with any order or request of any governmental authority or person purporting to act therefore which affects to a degree not presently existing the supply, availability or use of materials or labor; acts of war or the public enemy; public disorders, rebellion, or sabotage; floods; riots; strikes; whether direct or indirect; or any causes whether or not the class or kind specifically named above, not within the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent, mitigate or remove.

10. United States export control laws and regulations apply to this contract and SwRI will comply with such laws and regulations in the performance of the contract. Client expressly assures SwRI that no unpublished technical data, or hardware, furnished by SwRI to Client and no direct product thereof will be furnished or made available by Client to any third party except in accordance with the applicable laws and regulations of the United States then in force.

11. Either party may execute this contract and any additional documents including, but not limited to, modifications, and representations and certifications, related to this contract by facsimile or electronic signature. The other party shall be entitled to rely on such facsimile or electronic signature as evidence that this contract has been duly executed by an authorized representative. Further, neither party shall contest the validity of this contract based on the use of facsimile or electronic signatures.

12. This contract comprises the full and complete agreement of the parties with respect to the subject matter hereof, and replaces and supersedes all prior communications, understandings and agreements between the parties, whether oral or written, expressed or implied with respect to the matters addressed herein. No change, modification or revision to this contract or any related, referenced or attached contractual document shall be deemed valid unless such is in writing signed by a duly authorized representative of each of the parties herein. For purposes of clarity, the authorized representatives of SwRI for such purposes are the individuals listed for "Contractual" in Article 13 below or any designees of SwRI's Director, Contracts.

13. This contract shall terminate upon the first to occur of the following events: (a) completion of the Project; (b) expiration of the performance period specified in Article 1 or subsequently agreed upon; (c) receipt by SwRI of written notice of termination from Client; (d) receipt by Client of written notice of termination from SwRI, provided however, SwRI shall have no right to terminate unless Client has failed to pay any invoice rendered by SwRI when due and has failed to remedy such failure within ten (10) days following receipt of notice from SwRI stating its intention to terminate. If terminated by Client prior to completion of the Project, Client agrees to pay for all services performed on incomplete milestones prior to the effective date of termination, for milestones completed and accepted, plus the reasonable costs necessary to bring the Project to an orderly close.

14. Personnel for any negotiations required on this procurement may be contacted as follows:

Ms. Patty Cade, Principal Specialist, Contracts Department, 210/522-2397, facsimile 210/522-3559, e-mail [patty.cade@swri.org](mailto:patty.cade@swri.org);

Ms. Vera Elizondo, Manager, Contracts Department, 210/522-3949, facsimile 210/522-3559, e-mail [vera.elizondo@swri.org](mailto:vera.elizondo@swri.org);

Mr. W. Troy Nagy, Director, Contracts Department, 210/522-2230, facsimile 210/522-3559, e-mail [troy.nagy@swri.org](mailto:troy.nagy@swri.org).

Electronic notification of award should be sent to e-mail address [contract@swri.org](mailto:contract@swri.org).

Payment: Credit or payment inquiries should be directed to email [credit@swri.org](mailto:credit@swri.org) or phone 210/522-3715.

15. Correspondence shall be addressed:

Southwest Research Institute  
P.O. Drawer 28510  
San Antonio, Texas 78228-0510

**SOUTHWEST RESEARCH INSTITUTE**

By: W. Troy Nagy  
Name: W. Troy Nagy  
Title: Director, Contracts  
Date: April 8, 2020

**Accepted:  
CENTRAL TEXAS REGIONAL MOBILITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Southwest Research Institute® (SwRI®)**  
Proposal and Fixed-Price Contract for Services  
Exhibit A  
Proposal 10-88923-1 Payment Terms  
CENTRAL TEXAS REGIONAL MOBILITY

Client shall pay SwRI \$107,000 (USD) for the Project Base. SwRI shall submit one (1) invoice for \$35,668 (USD) and two (2) invoices for \$35,666 (USD) each to be invoiced at the end of each subsequent four (4) weeks after receipt of order. Prior to commencement of work, SwRI must receive a signed copy of this proposal and/or Client's acceptable purchase order.

Client shall have the Option to authorize the work below and shall be invoiced at the end of each four (4) weeks after authorization to proceed for cost incurred for the prior four (4) weeks.

Option 1            Cloud Hosting Services            \$68,000 (USD) – Estimated Cost\*

\* This is the best total cost estimate of the Option that can be made at this time.

All invoices submitted to Client by SwRI shall be paid within thirty (30) days from date of invoice. SwRI is expressly authorized to declare the contract in default and to suspend or terminate work, without penalty, at any time any invoice is not paid by its due date. Should SwRI complete the Project prior to the estimated period of performance, Client shall be invoiced for all remaining payments upon the delivery of the final deliverable.

The preferred method of payment is by electronic funds transfer to the account of Southwest Research Institute.

- Financial Institution:            Bank of America, N.A.
- Account Number:                000000000000
- ACH ABA Routing Number:    000000000
- Wire ABA Routing Number:    000000000

Please reference the applicable invoice number with the payment or provide remittance information by email to [remit@swri.org](mailto:remit@swri.org). If this preferred method of payment is not feasible, please send all payments issued by check and/or any other information to the address identified on the invoice.

Please direct questions regarding payment by phone to (210) 522-3715 or by email to [credit@swri.org](mailto:credit@swri.org).

All invoices shall be submitted in duplicate and shall be addressed to:

Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Client's Tax Id No. \_\_\_\_\_

(To be completed by Client)

Please direct requests for a W-9 by fax to (210) 522-4755 or by email to [remit@swri.org](mailto:remit@swri.org)

## **Scope of Work**

At start of work, SwRI will take the most recent LoneStar ATMS baseline and ensure that the deployed version meets CTRMA Phase 1 requirements as discussed during the February 28, 2020 team teleconference. The following scope of work is in accordance with those requirements and will be conducted on a fixed-price (FP) basis.

- **Documentation**

- Project Management Plan with documentation, change management, risk management, and software security plans
- Project Schedule
- Test Plan(s) – existing TxDOT Lonestar test plans will be modified as needed
- Assist CTRMA with Concept of Operations redesign and development
- Support WSP with system requirement development
- Lead software requirement development – while not anticipating any new software development, this task is dependent on system requirement development and will serve as input to test plan development step
- Lead system design documentation development - dependent on system requirements and will serve to document “as built”/deployed system

- **Deployment**

- SwRI will deploy Lonestar to CTRMA’s preferred hosting environment (on-site or cloud) and will work with CTRMA staff to ensure the system has appropriate access to CTRMA networked resources.
- SwRI assumes a VPN connection will be available and operative.

- **Lonestar Integration by Module**

- General
  - Migrate data from existing system and configure new system for field ITS equipment to be integrated in Phase 1 (listed below)
  - Configure user administration
  - Configure map interface
  - Configure event management
  - Configure video management
  - Configure schedule actions
  - Configure system reporting and data analysis
  - Configure incident detection
  - Configure performance measures
- Closed Circuit Television (CCTV)
  - Integrate with CoHu 3960 HDTV/H.264 and HD 4260 Rise PTZ cameras
  - Integrate with CoHu Octima 3430 HD fixed cameras
- Dynamic Message Sign (DMS)
  - Integrate with Daktronics Front Access Vanguard VMS VF-2420 Series and VF-2420-27-110-66-A DMS
- Vehicle Presence Detection
  - Integrate with Wavetronix SmartSensor V and HD RVSD

- Wrong Way Driver System (WWDS)
  - Integrate with Tapco BlinkerSigns – only if sufficient time and funding remain after completion of other Phase 1 tasks
- Center-to-Center (C2C)
  - Integrate CTRMA LS deployment with TxDOT Austin district ATMS via C2C
- **Integration and Migration Testing**
  - Ensure that data has been properly translated and systems successfully integrated
  - SwRI has planned for one person to be on-site at CTRMA's site for four days for this final testing, possibly in conjunction with the training sessions.
- **Training**
  - SwRI has assumed two people for administrator and operator training sessions on-site over three days.
- **Support**
  - Our estimate provides for approximately 24 hours of support over the projected week remaining within the task POP after the system is deployed; additional support can be provided on a T&M or FP basis via a separate support and maintenance contract.
  - SwRI assumes that a VPN connection to the CTRMA system will be available for remote troubleshooting.
- **Warranty**
  - The Lonestar software version to be deployed is being provided as is and without warranty.