

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

RESOLUTION NO. 24-068

**APPROVE AN AGREEMENT WITH PENN CREDIT TO PROVIDE PROCESS
SERVERS TO SUPPORT THE MOBILITY AUTHORITY'S HABITUAL VIOLATOR
PROGRAM**

WHEREAS, Section 372.112 of the Texas Transportation Code authorizes the Mobility Authority to impound motor vehicles observed by a peace officer to be operated in violation of a prohibition order issued by the Mobility Authority as part of the Mobility Authority's Habitual Violator Program; and

WHEREAS, the Mobility Authority requires process servers to serve personal notice to the registered owner of a vehicle of the Mobility Authority's intent to have a vehicle impounded, as required under Section 372.112 of the Texas Transportation Code; and

WHEREAS, the Mobility Authority extended an invitation to bid ("ITB") to five (5) qualified firms to provide process servers to support the Mobility Authority's Habitual Violator Program; and

WHEREAS, the Mobility Authority received one (1) response to the ITB from Penn Credit Corporation ("Penn Credit"); and

WHEREAS, the response was reviewed by the Executive Director and staff, and all expectations of the ITB were met with the response; and


WHEREAS, the Executive Director recommends that the Board of Directors approve an agreement with Penn Credit to provide process servers to support the Mobility Authority's Habitual Violator Program for an initial term of one (1) year with an optional one (1) year extension, and a not to exceed amount of \$150,000, in the form or substantially the same form as set forth in Exhibit A attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the agreement with Penn Credit to provide process servers to support the Mobility Authority's Habitual Violator Program for an initial term of one (1) year with an optional one (1) year extension, and a not to exceed amount of \$150,000 in the form or substantially the same form as set forth in Exhibit A attached hereto; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to execute the agreement with Penn Credit on behalf of the Mobility Authority.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of October 2024.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:



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

Exhibit A

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
UNPAID TOLLS ENFORCEMENT PROCESSING SERVICES AGREEMENT**

THIS AGREEMENT FOR UNPAID TOLLS ENFORCEMENT PROCESSING SERVICES (the “Agreement”) is made and entered into effective as of the [____] day of October, 2024 (the “Effective Date”), by and between the Central Texas Regional Mobility Authority (the “CTRMA”), and Penn Credit Corporation (the “Contractor”) (collectively, the “Parties”), for the purposes described herein.

WITNESSETH

WHEREAS, the CTRMA desires to obtain the services of a firm to provide Unpaid Tolls Enforcement Processing Services; and

WHEREAS, on July 12, 2024, the CTRMA issued an invitation to bid (the “ITB”) from firms interested in providing Unpaid Tolls Enforcement Processing Services; and

WHEREAS, the CTRMA received one (1) proposal in response to the ITB; and

WHEREAS, the CTRMA Board of Directors selected Contractor as the most qualified firm and authorized the CTRMA Executive Director to negotiate and execute this Agreement.

NOW, THEREFORE, the CTRMA and the Contractor, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

**ARTICLE 1
SCOPE OF SERVICES**

The CTRMA hereby retains the Contractor, as an independent contractor, and the Contractor agrees to provide processing services to support the CTRMA’s toll violation enforcement program, as more fully described in Attachment “A” (the “Services”). Contractor will perform the Services in accordance with the Scope of Services set forth in Attachment “A”.

**ARTICLE 2
TERM AND TERMINATION**

1. **Term.** This Agreement becomes effective on the Effective Date and shall be for an initial term of one (1) year, concluding on October 31, 2025, unless this Agreement is terminated in accordance with Article 2, section 2 below. At the discretion of the CTRMA, there may be one (1) successive one (1) year renewal terms following the expiration of the initial one (1) year period.

2. **Termination.** This Agreement may be terminated with or without cause by either party upon the giving of at least sixty (60) days’ prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. However, any termination for cause by CTRMA is effective immediately upon the delivery of notice of termination to Contractor. The CTRMA may terminate this Agreement for cause if the Contractor

fails to satisfactorily perform or adhere to any provisions of this Agreement, breaches the confidentiality requirements, or otherwise engages in activity that, in the CTRMA's sole judgment, would subject the CTRMA in any manner to damages, liability, or damage to the CTRMA's reputation. Upon any termination, the CTRMA shall pay any undisputed fees and reimbursable expenses, including non-cancelable expenses, approved by the CTRMA in accordance with the terms of this Agreement which are incurred before the termination date provided that Contractor has made reasonable efforts to mitigate all costs or other damages associated with the termination.

ARTICLE 3 COMPENSATION AND USE/PAYMENT OF SUBCONTRACTORS

1. **Commencement of Service.** Upon the issuance of a Notice to Proceed, Contractor shall proceed with the Services as described in Attachment "A".

2. **Compensation.** Contractor shall be compensated for performance of the Services at the rates shown in Attachment "B", and pursuant to Article 4 below. The maximum amount payable to Contractor under this Agreement is \$150,000.

3. **Prior Approval.** The Contractor shall not assign, subcontract or transfer any portion of Services under this Agreement without prior written approval from the CTRMA. Any attempted assignment in violation of this provision is void and without effect.

4. **Contractor Payment of Subcontractors.** No later than ten (10) business days after receiving payment from the CTRMA, the Contractor shall pay all subcontractors for work performed under a subcontract authorized hereunder. The CTRMA may withhold all payments that have or may become due if the Contractor fails to comply with the ten-day payment requirement. The CTRMA may also suspend the work under this Agreement until subcontractors are paid.

5. **Contractor Responsibilities.** No subcontract relieves the Contractor of any responsibilities under this Agreement.

ARTICLE 4 INVOICING FOR SERVICES AND PAYMENT REQUIREMENTS

1. **Invoicing and Payment.** The Contractor shall submit a monthly itemized billing statement in a form acceptable to the CTRMA. The billing statement shall show the total amount earned to the date of submission based on the Fee Schedule (Attachment "B"), and the amount due and payable as of the date of the current billing. The CTRMA shall pay undisputed amounts owed to the Contractor within thirty (30) business days of receipt of an invoice from Contractor, or sooner, if possible. In the event an invoice is disputed by the CTRMA, representatives of each Party shall meet to resolve the dispute or to correct the error.

2. **Withholding Payments.** The CTRMA reserves the right to withhold payment of the Contractor's billing statement in the event of any of the following: (1) if a dispute over the work or costs thereof is not resolved within a thirty (30) calendar day period; or (2) pending verification of satisfactory work performed. In the event that payment is withheld, the CTRMA shall notify the Contractor and describe actions required that would allow the CTRMA to release the payment.

ARTICLE 5
RELATIONSHIP BETWEEN THE PARTIES

The parties recognize that the CTRMA, through the Executive Director and assigned staff, shall manage the day-to-day business and affairs of the CTRMA and that only an independent contractor relationship, and no other type of relationship, exists between the CTRMA and the Contractor. The Contractor acknowledges and agrees that neither it, nor any of the Contractor's employees, officers, agents, or contractors, shall be considered an employee of the CTRMA for any purpose.

The Contractor has no authority to enter into any contract binding upon the CTRMA, or to create any obligation on behalf of the CTRMA. Under no circumstances may the Contractor represent to suppliers, contractors, subcontractors, or any other parties that the Contractor, its employees, and affiliates are employed by the CTRMA or serve the CTRMA in any capacity other than as independent contractors. The Contractor shall clearly inform others that it has no authority to bind the CTRMA.

In the performance of the Services, the Contractor as an independent contractor possesses the sole right to supervise, manage, operate, control, and direct the performance of the details incident to the Services. The Contractor is not entitled to any insurance, pension, vacation, sick leave, or other benefits customarily afforded to employees of the CTRMA. Nothing in this Agreement is deemed or construed to create a partnership, joint venture, or joint enterprise; 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 or any other person. The employees of Contractor performing the Services shall abide by all applicable laws and the rules and regulations of the CTRMA.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the CTRMA that the Contractor (a) is under no contractual or other restriction or obligation, the compliance with which is inconsistent with or would hinder the execution of this Agreement, the performance of the Contractor's obligations hereunder or of the rights of the CTRMA hereunder; (b) without limiting the representation in preceding clause, and except has otherwise been disclosed to the CTRMA, to its knowledge, after exercising reasonable diligence, each of the employees of Contractor performing the Services hereunder is not an employee, contractor, or representative of, or Contractor for any other firm currently under contract with the CTRMA or intending to bid for any contract; (c) is under no financial constraints at this time that would hinder the full performance of the obligations under this Agreement; and (d) to its knowledge, after exercising reasonable diligence, each of the employees of Contractor performing the Services hereunder is not under contract, and must not without the CTRMA's prior written consent contract, with any company, organization, or person that the Contractor reasonably believes to be in opposition or hostile to the CTRMA's operation and mission as such contract may relate to the subject matter in opposition to the CTRMA's operation and mission. The Contractor further represents and warrants that employees of Contractor intended to perform the Services have disclosed, to its knowledge, any

business relationship with CTRMA board members, employees, or agents, and that the employees of Contractor intended to perform the Services have, to its knowledge, no other business relationship with CTRMA board members, employees, or agents that would disqualify the Contractor from providing the requested Services.

ARTICLE 7 CONFIDENTIAL INFORMATION

All materials and ideas developed during the performance of this Agreement in whole or in part by the Contractor is proprietary and confidential information and is owned by the CTRMA, and the CTRMA will retain ownership of all work-in-progress. The Confidential Information of CTRMA and information may only be used by the Contractor during the term of this Agreement as necessary to carry out the purposes of this Agreement. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature that is obtained by Contractor from CTRMA. The Contractor shall return all Confidential Information of CTRMA in the Contractor's possession to the CTRMA upon termination of this Agreement except for (a) copies retained in work paper files retained to comply with Contractor's professional or legal obligations and (b) such Confidential Information retained in accordance with Contractor's normal data back-up procedures; provided that any such Confidential Information so retained shall remain subject to the confidentiality obligations as set forth in this Article 7. The Contractor agrees not to disclose during the period of retention under this Agreement or at any time thereafter to any unauthorized person, association, firm, corporation, or other party any Confidential Information of the CTRMA, and the Contractor confirms that such Confidential Information constitutes the exclusive property of the CTRMA.

The parties agree that each of the provisions in this Article 7 are important and material, and significantly affect the successful conduct of the CTRMA's business, as well as its reputation and goodwill. Any breach of the terms of this Agreement, including but not limited to the provisions of this Article 7, is a breach of this Agreement, from which CTRMA may seek that the Contractor may be enjoined and for which CTRMA may seek that the Contractor also shall be liable to the CTRMA for all damages arising or resulting from the breach. The Contractor understands and acknowledges that the Contractor's responsibilities under this Article 7 continue in full force and effect after the Contractor's contractual relationship with the CTRMA ends for any reason.

Notwithstanding anything in this Agreement to the contrary, the Contractor has no obligation of confidentiality with respect to information that (a) is or becomes part of the public domain through no act or omission of the Contractor; (b) was in the Contractor's lawful possession prior to the disclosure and had not been obtained by the Contractor either directly or indirectly from the CTRMA; (c) is lawfully disclosed to the Contractor by a third party without restriction on disclosure; (d) is independently developed by the Contractor without use of or reference to the CTRMA's confidential information; or (e) is required to be disclosed by law or judicial, arbitral or governmental order or duly executed process, provided the Contractor gives the CTRMA prompt written notice of the requirement sufficient to permit the CTRMA a reasonable opportunity to seek a protective order or other appropriate relief. Notwithstanding anything to the contrary herein, Contractor shall retain exclusive ownership to and in its (i) work papers (e.g. its internal

documentation to substantiate the Services) and (ii) professional methodologies, techniques, processes and procedures or general know-how.

ARTICLE 8 INDEMNIFICATION

THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CTRMA AND ITS OFFICERS, DIRECTORS, AND EMPLOYEES FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT BY THE CONTRACTOR OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE SERVICES. IN SUCH EVENT, THE CONTRACTOR SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE CTRMA, ITS OFFICERS, DIRECTORS, AND EMPLOYEES FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED BY THE CTRMA IN LITIGATING OR OTHERWISE RESISTING SUCH SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE CTRMA, ITS OFFICERS, DIRECTORS, OR EMPLOYEES, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONTRACTOR SHALL, NEVERTHELESS, INDEMNIFY THE CTRMA FROM SUCH SAID CLAIMS FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONTRACTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS IN THE PERFORMANCE OF THE SERVICES.

ARTICLE 9 PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY

Contractor shall provide personnel and equipment as follows:

1. **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 customary of a firm providing similar services and enjoying a favorable national reputation. 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.

2. **Removal of Personnel.** 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. Any such person who, as determined by the CTRMA in its sole discretion, is incompetent or by his/her conduct becomes detrimental 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.

3. **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 GENERAL PROVISIONS

1. **Compliance with Laws.** The Contractor shall comply with all applicable federal, state, and local statutory and regulatory laws, ordinances, codes, and regulations, and with the applicable orders and decrees of any courts, administrative bodies, or tribunals, in each case as applicable to the performance of Services under this Agreement, which may include, without limitation, workers' compensation laws, antidiscrimination laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, and licensing laws and regulations.

2. **Audit.** The CTRMA may audit the records of the Contractor directly related to the Services to verify the costs or expenses incurred in the performance of this Agreement. Materials, documentation, and work products produced must be archived for a period of four (4) years by the Contractor and made available to the CTRMA upon reasonable prior written request. In the event an audit conducted by the CTRMA reveals material overcharges by the Contractor for any statement, the Contractor shall pay the reasonable, documented and out of pocket costs incurred by the CTRMA in connection with the audit.

3. **Entire Agreement.** This Agreement is the entire agreement of the parties, and supersedes any and all oral representations, warranties, understandings, stipulations, agreements, or promises pertaining to this Agreement that are not incorporated in writing in this Agreement.

4. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

5. **Venue.** The parties acknowledge that venue is proper in Travis County, Texas, for all disputes.

6. **Severability.** In the event any one or more of the provisions contained in the Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. **Modification.** This Agreement may not be changed, altered, or modified unless in writing and signed by the parties.

8. **Binding Effect.** The rights and benefits of the Contractor under this Agreement are personal to each of CTRMA and the Contractor and may not be subject to voluntary or involuntary alienation, assignment, subletting, or transfer without the written consent of the other party.

9. **Waiver.** Waiver by either party of any breach of this Agreement by the other party is not effective unless in writing, and no such waiver operates as a waiver of any subsequent breach.

10. **Acknowledgment.** Each party hereto agrees by its signature to this Agreement that it (a) fully understands this Agreement's purposes, terms, and provisions and (b) expressly acknowledges receipt of a copy of this Agreement.

11. **Dispute Resolution.** The parties shall make every reasonable effort to communicate and cooperate with each other to resolve any disputes. Should informal resolution fail, the parties may attempt to resolve the dispute through mediation, using a mediator mutually agreed upon by the Contractor and the CTRMA, prior to initiating litigation. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

12. **Benefits Inured.** This Agreement is solely for the benefit of the parties 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.

13. **Survival.** Articles 5, 6, 7, 8 and 10 survive the expiration or termination of this Agreement for any reason.

14. **Availability of Funds.** The awarding of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, this Agreement may be terminated, or the scope may be amended; provided that Contractor shall have no obligation to perform services unless the parties have mutually agreed upon the terms as to such services. A thirty (30) day written notice shall be issued to the Contractor, and there will be no penalty or removal of charges incurred by the CTRMA. Notwithstanding the foregoing, if any Services have been provided by the Contractor to the CTRMA under this Agreement prior to such termination, the CTRMA will be liable for the undisputed fees incurred.

15. **Notices.** Notice is deemed given under this Agreement (a) when delivered by hand; (b) one business day after being deposited with a reputable overnight air courier service; or (c) three 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:

Penn Credit Corporation
2800 Commerce Dr.
Harrisburg, PA 17110

In the case of the CTRMA:

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

16. **Third-Parties and Use.** All Services hereunder shall be solely for the CTRMA's use and benefit pursuant to the client relationship hereunder. This engagement does not create privity between the Contractor and any person or party other than the CTRMA and is not intended for the express or implied benefit of any third party. Although the CTRMA may disclose the Contractor's advice, opinions, reports, or other services (but not the work papers) to any person without limitation, no third party is entitled to rely, in any manner or for any purpose, on the Services or deliverables of the Contractor hereunder.

17. **Data and Information.** Contractor shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by CTRMA, its personnel, representatives, and agents shall be complete and accurate. Unless otherwise agreed to by the parties, Contractor shall not assume any responsibility for any financial reporting with respect to the Services.

18. **Email Communications.** The Contractor disclaims and waives, and the CTRMA releases the Contractor from, any and all liability for the interception or unintentional disclosure of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted or received by the Contractor in connection with the performance of the Services.

19. **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 giving of notice to the Nonperforming Party of the Performing Party's intent to terminate this Agreement.

In this Agreement, “Force Majeure Event” means any act, event, or condition not foreseeable by a party (the “Nonperforming Party”) that: (A) prevents the Nonperforming Party from performing its obligations under this Agreement; (B) is beyond the control of, not caused in whole or in part by, and not otherwise the fault of the Nonperforming Party; and (C) is not able to be overcome or avoided by the Nonperforming Party’s exercise of diligence or preventative measures. Provided, however, economic hardship, changes in market conditions, or insufficiency of funds do not constitute a Force Majeure Event.

20. **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 shall be reimbursed and paid by Contractor.

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 Subchapter J of the Public Information Act are not subject to reimbursement by the CTRMA.

21. **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 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 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.

c. Entities that Discriminate Against Firearm Entities or Trade Associations. The Contractor verifies that: (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, the Contractor shall promptly notify the CTRMA.

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

PENN CREDIT CORPORATION

By:  _____

Rhett Donagher
Chief Revenue Officer

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: _____

James Bass
Executive Director

ATTACHMENT A

Scope of Services

CTRMA toll facilities utilize modern toll collection technology to capture data from passing vehicles enabling CTRMA to collect tolls electronically. CTRMA employs all electronic tolling technology in which roadside equipment identifies radio frequency transponders when present and mounted in customers' vehicles with transponder-based accounts.

The remainder of customers are video tolled through the Authority's Pay By Mail system. In this process the roadside toll system captures images of the vehicle's license plate(s). After license plate transcription is performed, these transactions, along with the transactional information (location, date/time, classification of the vehicle, toll amount, license plate information, etc.) are sent to the Pay By Mail service provider for matching against DMV registration records, invoicing, and pursuit of toll and administrative fee revenues.

Under Section 370.177 of the Texas Transportation Code, all violators are eligible to be pursued in criminal court for Failure to Pay Toll.

The Transportation Code offers additional remedies under the Habitual Violator legislation (*Transportation Code Sec. 372.106. et. seq.*). These remedies include denial of motor vehicle registration, prohibition of operation of the subject vehicle on the toll facility, and impoundment of a motor vehicle found to be in violation of the prohibition order. The impoundment services are the subject of this bid invitation.

Unpaid Tolls Enforcement Processing Services include:

- the identification and location of registered vehicle owners,
- serving a *Notice of Intent to Impound* to these vehicle owners,
- and providing a sworn declaration to the Authority that the *Notice* was served.

ATTACHMENT B

Fee Schedule

DESCRIPTION	UNIT COST
Up to three (3) personal service attempts of CTRMA's <i>Notice of Intent to Impound</i> for identified registered passenger vehicle owners	Service in Travis/Williamson Counties: \$95.00
	Service in all other Texas Counties: \$135.00
Each additional registered passenger vehicle owner attempt	Service in Travis/Williamson Counties: \$35.00
	Service in all other Texas Counties: \$50.00
Up to five (5) personal service attempts of CTRMA's <i>Notice of Intent to Impound</i> for identified registered commercial vehicle owners	Service in Travis/Williamson Counties: - First 3 attempts: \$95.00 - Attempts 4 & 5 are \$35.00 each
	Service in all other Texas Counties: - First 3 attempts: \$135.00 - Attempts 4 & 5 are \$50.00 each
Each additional registered commercial vehicle owner attempt	Service in Travis/Williamson Counties: \$35.00
	Service in all other Texas Counties: \$50.00



Central Texas Regional Mobility Authority

Invitation to Bid for Unpaid Tolls Enforcement Processing Services

Procurement Executive Summary

CTRMA and AtkinsRéalis prepared the Invitation to Bid (ITB) from qualified Contractors to provide processing services to support CTRMA's toll violation enforcement program. These services include the identification and location of registered vehicle owners, serving a *Notice of Intent to Impound* to these vehicle owners, and providing a sworn declaration to the Authority that the *Notice* was served.

The initial term for these services is one (1) year and may be extended for one additional 1-year renewal. The maximum contract value is \$150,000 annually.

Information provided in the ITB

- Contractor will be required to submit a sworn Declaration confirming delivery of the impound notice or provide information if the service attempt is unsuccessful. A sample Process Server Declaration was included in the ITB.
- Contractor must be certified by the Texas Judicial Branch Certification Commission and eligible to serve notices in Bastrop, Bell, Burnet, Hays, Travis, and Williamson counties.
- Preference is given to firms who can receive notices and submit delivery confirmation and status updates electronically. A copy of CTRMA's Impoundment Remedy Workflow was included with the ITB.

Requested Responses from Proposers

- Letter from proposer confirming their understanding of the request and confirmation of their ability to deliver.
- Company profile information (form with specific questions)
- Bid Tabulation Sheet (form to complete)
 - Unit cost for up to three (3) personal service attempts of CTRMA's Notice of Intent to Impound for identified registered passenger vehicle owners
 - Unit cost for each additional registered passenger vehicle owner attempt
 - Unit cost for up to five (5) personal service attempts of CTRMA's Notice of Intent to Impound for identified registered commercial vehicle owners
 - Unit cost for each additional registered commercial vehicle owner attempt
- Signed Conflict of Interest Form

Schedule Two updates were made to the ITB, and one clarification email was provided to proposers of Events

- 7/12/2024 – ITB v1.0 sent to three vendors
- 8/15/2024 – ITB V1.1 sent to four vendors with Updated updated due date and simplified response form
- 8/20/2024 – ITB V1.2 sent to five vendors with Updated due date
- 8/23/2024 – Clarification meeting held with Penn Credit to hear their questions
- 8/23/2024 – Clarifications sent to five vendors via email
- 9/5/2024 – Due date for responses



One response was received from Penn Credit, listing Sparre Processing as a subcontractor. All expectations of the proposers were met with the response.

Procurement Order of Events

7/12/2024	Extension of Invitation to Bid sent to three proposers: <ul style="list-style-type: none">▪ Austin Process LLC▪ Professional Civil Process▪ Sparre Process Serving, LLC▪ Professional Civil Process Bid Proposal Packages Due Date – 8/13/2024
7/19/2024	Sparre Process Serving sent pricing via email, but will not formally respond.
7/26/2024	Last Day to Receive Questions; no questions received
8/13/2024	Bid Proposal Packages Due; no responses received.
8/15/2024	Updated ITB Documents <ul style="list-style-type: none">▪ CTRMA Process Services ITB v1.1.pdf<ul style="list-style-type: none">○ Updated Bid Proposal Packages Due Date – 8/22/2024▪ CTRMA Process Services ITB v1.1 Exhibits.docx<ul style="list-style-type: none">○ Simplified response forms Emailed updated ITB v1.1 documents: <ul style="list-style-type: none">▪ Emailed to original three proposers▪ ITB also sent to Penn Credit
8/19/2024	Penn Credit requested a clarification phone call; scheduled for 8/23/2024. <u>Emailed updated ITB v1.1 documents:</u> <ul style="list-style-type: none">▪ ITB sent to Wyatt Process Service
8/20/2024	Updated ITB Documents sent to all proposers <ul style="list-style-type: none">▪ CTRMA Process Services ITB v1.2.pdf<ul style="list-style-type: none">○ Updated Bid Proposal Packages Due Date – 9/9/2024
8/23/2024	Clarification phone call held with Penn Credit <ul style="list-style-type: none">▪ Clarification Email sent to all proposers
9/9/2024	Bid Proposal Packages Due – one response received from Penn Credit



Penn Credit Bid Tabulation Sheet

DESCRIPTION	UNIT COST
Up to three (3) personal service attempts of CTRMA's <i>Notice of Intent to Impound</i> for identified registered passenger vehicle owners	Service in Travis/Williamson Counties: \$95.00 Service in all other Texas Counties: \$135.00
Each additional registered passenger vehicle owner attempt	Service in Travis/Williamson Counties: \$35.00 Service in all other Texas Counties: \$50.00
Up to five (5) personal service attempts of CTRMA's <i>Notice of Intent to Impound</i> for identified registered commercial vehicle owners	Service in Travis/Williamson Counties: - First 3 attempts: \$95.00 - Attempts 4 & 5 are \$35.00 each Service in all other Texas Counties: - First 3 attempts: \$135.00 - Attempts 4 & 5 are \$50.00 each
Each additional registered commercial vehicle owner attempt	Service in Travis/Williamson Counties: \$35.00 Service in all other Texas Counties: \$50.00

	Travis / Williamson County		Other Counties Service	
	Passenger Vehicle	Commercial Vehicle	Passenger Vehicle	Commercial Vehicle
TOTAL	\$285.00	\$355.00	\$405.00	\$505.00
1st Attempt	\$95.00	\$95.00	\$135.00	\$135.00
2nd Attempt	\$95.00	\$95.00	\$135.00	\$135.00
3rd Attempt	\$95.00	\$95.00	\$135.00	\$135.00
4th Attempt	\$35.00	\$35.00	\$50.00	\$50.00
5th Attempt	\$35.00	\$35.00	\$50.00	\$50.00
6th Attempt	\$35.00	\$35.00	\$50.00	\$50.00
All after 6	\$35.00	\$35.00	\$50.00	\$50.00

	3 attempts	5 attempts	3 attempts	5 attempts
95 vehicles	\$27,075.00	\$33,725.00	\$38,475.00	\$47,975.00

380 Estimated number of vehicles
 1,520 Estimated number of attempts
 \$147,250.00 Estimated Total Cost

PennCredit

2800 Commerce Drive, Harrisburg, PA 17110
www.penncredit.com
800.800.3328

INVITATION TO BID (ITB)

UNPAID TOLLS ENFORCEMENT PROCESSING SERVICES

Respectfully submitted to:

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

PennCredit

2800 Commerce Drive • Harrisburg, PA 17110

September 5, 2024

Central Texas Regional Mobility Authority
Attention: Tracie Brown, Director of Operations
3300 N IH-35, Suite 300
Austin, Texas 78705

Subject: ITB Unpaid Toll Enforcement Processing Services

Dear Ms. Brown:

Having carefully examined the Bid Scope, of the above subject project, as well as the premises and the conditions affecting the work, the undersigned proposes to furnish all labor and materials called for and equipment necessary and to accomplish the entire work within the time period indicated in accordance with the said documents for the prices presented in the price schedules included on the attached Bid Tabulation Sheet.

The undersigned firm agrees to keep this offer open for acceptance for sixty (60) days after the date of the Bid Proposal Package opening. The signer of this Proposal hereby declares that the only person, persons, company, or parties interested in this Bid Proposal Package as principals are named herein, that this Bid Proposal Package is made without connection with any other person, persons, company, or parties submitting a proposal; and that it is in all respects fair and in good faith, without collusion or fraud.



Thomas Foley, Jr.
Chief Executive Officer

9/5/24

Date



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

EXHIBIT D: CONFLICT OF INTEREST DISCLOSURE STATEMENT

This Disclosure Statement outlines potential conflicts of interest because of a previous or current business relationship between the undersigned individual (and/or the firm for which the individual works) and an individual or firm submitting a Qualification Statement or otherwise under consideration for a contract associated with the CTRMA Process Services Procurement.

Section I of this Disclosure Statement Form describes the potential conflicts of interest.

Section II of this Disclosure Statement Form describes the Respondent's management plan for dealing with potential conflicts of interest as described in Section I of this form.

This Disclosure Statement is being submitted in compliance with the Central Texas Regional Mobility Authority's Conflict of Interest Policy for Consultants. The undersigned acknowledges that approval of the proposed management plan is within the sole discretion of the Central Texas Regional Mobility Authority.

SECTION I. Description of Potential Conflicts of Interest.

Penn Credit is not aware of any potential conflicts of interests in our bid to provide Process Services.

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

Not applicable

SIGNED:  DATE: September 5th, 2024

PRINTED NAME AND TITLE: Thomas Foley, Jr, Chief Executive Officer

REPRESENTING: Penn Credit Corporation

SECTION III. APPROVED BY THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

SIGNED: _____ DATE: _____

NAME AND TITLE: _____



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

EXHIBIT B: COMPANY PROFILE AND SERVICE PLAN

REQUESTED INFORMATION	RESPONSE
Respondents Firm Name	Penn Credit Corporation
Firm Mailing Address	2800 Commerce Drive, Harrisburg, PA 17110
Firm Email Address	www.PennCredit.com
Primary Contact Telephone Number	888-801-4602
Primary Contact Fax Number	717-238-8441
Number of Years in Business	37 years
Major Business Lines/Markets Served	<p>Penn Credit is a leading provider of debt collection services for toll road Pay-By-Mail invoices, toll violations and toll road property damage as well as DMV registered owner skip tracing services to toll agencies throughout the country. In addition to the tolling industry, Penn Credit provides debt collection services to State, county and local governments, courts, utilities and healthcare entities. Our first-party division, Penn Billing, also provides a range of customer contact and billing solutions.</p> <p>For this opportunity, Penn Credit is proposing as a subcontractor, Sparre Process Serving, LLC (Sparre). Based in Austin (TX), Sparre's primary business line is process serving; they also offer mobile notary services.</p>
Company History	<p>Penn Credit was established in 1987 and has been providing services to the tolling industry since 1998. As a subcontractor on CTRMA's Pay-By-Mail contract with ViaPlus, Penn Credit has been providing DMV registered owner skip tracing services since late 2018 and debt</p>

	<p>collection services for delinquent Pay-By-Mail toll invoices since April 2019.</p> <p>Sparre Process Serving was founded in Austin in 2008 by Corin Sparre and has grown organically throughout the past 16 years. Their commitment to reliability, effectiveness, and superior customer service has generated a word-of-mouth campaign that has become their most valuable and effective means of advertising. Today, the firm operates not only in the Austin metro area but throughout the country.</p>
Relevant Operating Segments	<p>Penn Credit provides third party debt collection services, first party collection and contact center services (in the name of our client) as well as DMV registered owner skip tracing.</p> <p>Sparre provides process serving as well as mobile notary services.</p>
Office Locations	<p><i>Penn Credit Headquarters:</i> 2800 Commerce Dr., Harrisburg, PA 17110</p> <p><i>Sparre Process Serving Headquarters:</i> 500 E. 4th St., #143, Austin, TX 78701</p>
Any Joint Venture Partners	Penn Credit is not proposing a joint venture.
List of specific officers who are authorized to execute agreements on behalf of the Respondent	Richard Templin (President) and Thomas Foley, Jr. (CEO) are authorized to executive agreements on behalf of Penn Credit.
Confirmation of counties eligible to serve notices as certified by the Texas Judicial Branch Certification Commission	<p><i>Please answer Yes or No to each:</i></p> <p>Bastrop County - Yes Bell County - Yes Burnet County - Yes Hays County - Yes Travis County - Yes Williamson County - Yes</p> <p><i>Please list other areas eligible to serve:</i></p> <p>Sparre is able to provide process services throughout Texas and if needed, nationally. Sparre and all of its servers are certified with the Texas Judicial Branch Certification Commission.</p>

<p>Respondent's understanding of CTRMA's intent and objectives.</p>	<p>Penn Credit is knowledgeable of CTRMA's habitual violator program and the need to collect tolls from all motorists, particularly those who incur a high number of tolls on a regular basis. One of the enforcement options available to CTRMA is to impound a vehicle that continues to drive on CTRMA facilities without payment. For this to occur, personal notice must be given to the habitual violator either by a peace officer during a vehicle stop or by process service.</p> <p>CTRMA's intent through this ITB is to procure a process service and have the selected vendor establish an efficient/accurate exchange of data with CTRMA's Pay-By-Mail vendor, ViaPlus. This will include receiving details for the habitual violator to be served and receive back from the selected vendor, result of the process service and affidavit of service.</p>
<p>Respondent's plan to achieve objectives.</p>	<p>Penn Credit will establish an efficient exchange of data with ViaPlus following Attachment D:</p> <ul style="list-style-type: none"> - Receive letter records from ViaPlus and Penn Credit will then create the letters to be served as a PDF. - PDF letters for process service will be electronically submitted to our proposed Austin based subcontractor, Sparre Process Serving. - Process service attempts will be made in accordance with CTRMA requirements (e.g. 3 attempts for passenger vehicles and 5 attempts for commercial vehicles). - If delivery is successful, Penn Credit will receive an Affidavit of Service from Sparre or notification that delivery was unsuccessful. - These results will be processed by Penn Credit and exported to ViaPlus in the Acknowledgment File format listed in Attachment D. - Penn Credit's system will generate delivery result reports and invoices for

	<p>services at the frequency requested by CTRMA.</p>
<p>Respondent's plan for implementing the described services, including any proposed approach to project management, strategies, and any additional factors that may be beneficial to CTRMA in achieving its goals.</p>	<p>Once the agreement is finalized and approved, Penn Credit will have an initial meeting with CTRMA/ViaPlus staff to review the Interface Control Document, Affidavit of Service and the timeline to start services. From there, conference calls between Penn Credit and ViaPlus' technology teams will be established to ensure a secure exchange of data is in place and thoroughly tested before the go-live date.</p> <p>The project will be managed by the following staff at Penn Credit:</p> <ul style="list-style-type: none"> - Donald Burkhart, VP of Information Technology; Don has been with Penn Credit for nearly 35 years and has personally handled all data file exchange and custom reports requested by ViaPlus on our current CTRMA debt collection/DMV look-up subcontract. - Tim Foley, VP of Collections; Tim has been with Penn Credit for 30 years and currently oversees all debt collection operations for our work with CTRMA/ViaPlus. - Rhett Donagher, Chief Revenue Officer; Rhett has served as a project manager for Penn Credit's subcontract with ViaPlus since the program began in 2018 and is highly experienced with all facets of our services to CTRMA. - Richard Carrier, SVP of ETC & Parking Solutions; Richard has also served as a project manager for Penn Credit's subcontract with ViaPlus since the program began in 2018, he will be available to provide additional support for the project as needed. <p>Once all data exchange testing and impoundment letter creation processes are finalized and approved, Penn Credit will be</p>

	<p>prepared for live production. Given our over 5 years of experience working with ViaPlus' programming and information technology staff, we anticipate a quick and efficient setup for this program. All programming and data exchange work will be handled internally by Penn Credit's technology staff – these functions are not outsourced. Should CTRMA or ViaPlus request changes to processes, data files or reports during the contract, these will be quickly implemented as requested.</p>
<p>Estimated Resources Required from CTRMA for Proposed Plan Implementation – Including Facilities, Equipment, Personnel, Communication Technologies and Other Resources</p>	<p>As discussed previously, we will request an initial kick-off meeting with CTRMA/ViaPlus to review and confirm the Interface Control Document, Affidavit of Service and the timeline to start services. Thereafter, our setup/testing work will be with ViaPlus' staff and the involvement needed from CTRMA personnel should be minimal; we do not have any facilities or equipment needs from CTRMA. We would like to have an operational level contact at CTRMA that we can direct inquiries to if needed during the term of the contract; we are also agreeable to routing those through our existing ViaPlus management contacts as well.</p>



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

EXHIBIT C: BID TABULATION SHEET
ITB UNPAID TOLLS ENFORCEMENT PROCESSING SERVICES

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