

NOTICE

**THIS CONTRACT CANNOT BE UTILIZED AS A
COOPERATIVE CONTRACT**



CONTRACT NO. 132939
North Base Paratransit Services
(RFP 127419)

CONTRACTOR: Austin Ride Right
Ms. Alaina Macia
President & CEO
Ride Right LLC
16 Hawk Ridge Dr.
Lake St. Louis, MO 63367

AWARD DATE: January 29, 2014

CONTRACT TERM: May 1, 2014 through September 30, 2019

PROJECT MANAGER: Rafael Villarreal
512-389-7484
rafael.villareal@capmetro.org

CONTRACT ADMINISTRATOR: Kirk Perry
512-389-7528
kirk.perry@capmetro.org

PRICE: \$24,556,277.95

DBE GOAL: 9%

PROCUREMENT DEPARTMENT
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
2910 E. 5th STREET
AUSTIN, TEXAS 78702

CONTRACT 132939

(RFP 127419)

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FPR

**EXHIBIT A-1- Revised 2
SCHEDULE**

RFP 127419 - CONTRACTED PARATRANSIT SERVICES – NORTH BASE

THE OFFEROR IS REQUIRED TO SIGN AND DATE EACH PAGE OF THIS SCHEDULE

1. IDENTIFICATION OF OFFEROR AND SIGNATURE OF AUTHORIZED AGENT

Company Name (Printed)	Ride Right, LLC		
Address	16 Hawk Ridge Drive		
City, State, Zip	Lake St. Louis, MO 63367		
Phone, Fax, Email	888-409-6879	636-561-5686	amacia@ride-right.net
The undersigned agrees, if this offer is accepted within the period specified, to furnish any or all supplies and/or services specified in the Schedule at the prices offered therein.			
Authorized Agent Name and Title (Printed)	Aaina Macia' President and CEO		
Signature and Date	Aaina Macia'		12/3/13

2. ACKNOWLEDGEMENT OF AMENDMENTS

The offeror acknowledges receipt of the following amendment(s) to this solicitation (give number and date of each).

Amendment #	Date	Amendment #	Date
4	11/19/13		
5	11/21/13		

3. PROMPT PAYMENT DISCOUNT

# Days	--	Percentage	--%

Note, payment terms are specified in Exhibit E, Contractual Terms and Conditions.

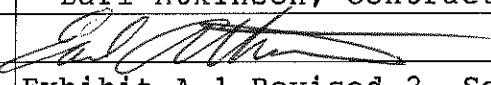
4. DBE GOAL (TO BE COMPLETED UPON AWARD BY CAPITAL METRO)

The DBE participation commitment for this contract is the following percentage of the total contract:

9 %

5. AUTHORITY'S ACCEPTANCE (TO BE COMPLETED UPON AWARD BY CAPITAL METRO)

The Authority hereby accepts this offer.

Authorized Agent Name and Title (Printed)	Earl Atkinson, Contracting Officer	
Signature and Date		01/29/14
Accepted as to:	Exhibit A-1 Revised 2, Sect 7.A through 7.E Inclusive	

Signature of Authorized Agent: Aaina Macia'

Dated: 12/3/13

The remainder of Exhibit A – Pricing Schedule has been redacted.

For further information regarding Exhibit A, you may:

- Reach out to the Contractor directly via the Contractor contact details provided on the cover page of this contract.

OR

- Submit a public information request directly to PIR@capmetro.org.

For more information regarding the Public Information Act and submitting public information requests, follow this link to our website: <https://www.capmetro.org/legal/>

EXHIBIT B
REPRESENTATIONS AND CERTIFICATIONS
(FEDERALLY ASSISTED SUPPLY/SERVICE/CONSTRUCTION CONTRACTS)
MUST BE RETURNED WITH THE OFFER

1. TYPE OF BUSINESS

(a) The offeror operates as (mark one):

- An individual
- A partnership
- A sole proprietor
- A corporation
- Another entity Limited Liability Company

(b) If incorporated, under the laws of the State of:

Missouri

2. PARENT COMPANY AND IDENTIFYING DATA

(a) The offeror (mark one):

- is
- is not

owned or controlled by a parent company. A parent company is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means that the parent company must own more than 50% of the voting rights in that company.

(b) A company may control an offeror as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominate minority voting rights, use of proxy voting, or otherwise.

(c) If not owned or controlled by a parent company, the offeror shall insert its own EIN (Employer's Identification Number) below:

[Redacted EIN]

(d) If the offeror is owned or controlled by a parent company, it shall enter the name, main office and EIN number of the parent company, below:

[Redacted parent company information]

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) The offeror certifies (and all joint venture members, if the offer is submitted by a joint venture) that in connection with this solicitation:

(1) the prices offered have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, with any other offeror or with any other competitor;

(2) unless otherwise required by law, the prices offered have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening of bids in the case of an invitation for bids, or prior to contract award in the case of a request for proposals, directly or indirectly to any other offeror or to any competitor; and

(3) no attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

4. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(a) In accordance with the provisions of 2 CFR (Code of Federal Regulations), Part 180, the offeror certifies to the best of the offeror's knowledge and belief, that it and its principals:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgement rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (a)(2) above; and

(4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

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(b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.

(c) For any subcontract at any tier expected to equal or exceed \$25,000:

(1) In accordance with the provisions of 2 CFR, Part 180, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.

(3) This certification (specified in paragraphs (c)(1) and (c)(2), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request.

5. COMMUNICATIONS

(a) All oral and written communications with the Authority regarding this solicitation shall be exclusively with, or on the subjects and with the persons approved by, the persons identified in this solicitation. Discussions with any other person not specified could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of the Authority's procurement system. If competition cannot be resolved through normal communication channels, the Authority's protest procedures shall be used for actual or prospective competitors claiming any impropriety in connection with this solicitation.

(b) By submission of this offer, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any Authority employee or other representative of the Authority (including Board Members, Capital Metro contractors or consultants), except as described below:

Individual's Name	Date/Subject of Communication

(Attach continuation form, if necessary.)

6. CONTINGENT FEE

(a) Except for full-time, bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (mark one):

- has
- has not

employed or retained any company or persons to solicit or obtain this contract, and (mark one):

- has
- has not

paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) The offeror agrees to provide information relating to (a) above, when any item is answered affirmatively.

7. CODE OF CONDUCT

(a) Declaration of Policy: The Capital Metropolitan Transportation Authority ("Capital Metro") Board of Directors, its employees, agents, and contractors must abide by the highest standards of conduct in carrying out Capital Metro's stewardship of public funds in order for the public to be assured that the actions of Capital Metro serve only the Authority's best interests.

(b) Definitions: For the purpose of this Code of Conduct, the following definitions shall apply.

(1) "Affected" means reasonably likely to be subject to a direct economic effect or consequence.

(2) "Agent" means a person authorized by Capital Metro to act for Capital Metro.

(3) "Business entity" means a sole proprietorship, partnership, limited partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized by law through which business is conducted.

(4) "Board of Directors" means the governing body of Capital Metro.

(5) "Confidential Information" means any information in Capital Metro's possession, which Capital Metro is legally required or has determined to keep confidential, and which Capital Metro has the legal right to keep confidential.

(6) A Board Member/employee has a "Conflict of Interest" if he/she has a substantial interest in a business entity that will be affected by his or her participation in a vote, decision, recommendation, or action.

(7) A Board Member/employee has a "Conflict of Interest" if he/she has a substantial interest in real property that will be affected by his or her participation in a vote, decision, recommendation, or action and the vote, decision, recommendation, or action will have a special economic effect on the value of the property, distinguishable from its effect on the public.

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(8) A Board Member/employee has a "Substantial Interest" in a business entity or real property if:

(i) the interest is ownership of ten (10%) percent or more of the voting stock or shares of the business entity or ownership of ten (10%) percent or more or \$15,000 or more of the fair market value of the business entity;

(ii) funds received from the business entity exceed ten (10%) percent of the Board Member's/employee's gross income for the previous year;

(iii) the interest in real property is an equitable or legal ownership with a fair market value of \$2,500 or more;

(iv) an organization which employs, or is about to employ, a Board Member/employee who has a substantial interest in the business entity as defined in (i), (ii) and (iii) above; or

(v) one of the following individuals has a substantial interest, as defined in subsections (i), (ii) and (iii) above, in a business entity or real property: an employee's spouse, his/her partner, mother, father, brother, sister, children, aunt, uncle, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepchild, stepparents, grandparent, or grandchild. A relationship by marriage will end by death or divorce unless there is a living child or descendent of the marriage.

(9) "Contractor" means a person or business entity that has entered into a contract with Capital Metro to provide goods or services for Capital Metro.

(10) "Employee" means any person holding a position with Capital Metro, for which compensation is received, including part-time workers employed more than ten (10) hours per week or intermittent, seasonal, or temporary workers.

(c) Standards of Conduct: Board members, employees, agents and contractors shall exercise good-faith judgment and uphold the mission of Capital Metro as follows:

(1) ensure that Capital Metro complies with all applicable laws and regulations;

(2) adhere to Capital Metro policies and procedures;

(3) efficiently transact Capital Metro business and safeguard Capital Metro assets from waste, abuse, theft or damage;

(4) exhibit a desire to serve the public, and display a helpful, tolerant manner;

(5) treat fellow Board members, employees, agents, contractors and the public with honesty, respect and dignity;

(6) reveal all material facts known to them when

reporting on work projects; and

(7) disclose immediately any information regarding unethical or wrongful conduct related to Capital Metro transactions to the Board Vice Chair or the Capital Metro Ethics Officer.

(d) Absolute Prohibitions: No Board Members, Employees, Contractors, or Agents shall:

(1) participate in a contract or real property transaction in which he/she has a substantial interest;

(2) solicit, accept, or agree to accept any benefit as consideration for his/her decision, vote, opinion or recommendation;

(3) solicit, accept, or agree to accept any benefit as consideration for his/her violation of any law or duty;

(4) solicit, accept or agree to accept any benefit from a person that is interested in any Capital Metro contract or transaction;

(5) no Board Member or employee may receive or accept any gift or favor from a contractor or potential contractor of Capital Metro;

(6) act as a surety for a business that has a contract with Capital Metro;

(7) disclose or use confidential information that Capital Metro has not made public;

(8) use his/her official position or employment or Capital Metro's facilities, equipment or supplies to obtain private gain or advantage;

(9) engage in any transaction or activity or incur an obligation in a business, contract or real property transaction that would conflict with Capital Metro;

(10) fail to disclose to his/her supervisor or appropriate Capital Metro staff his/her discussions of future employment with any business interested in Capital Metro transactions;

(11) represent, for remuneration, any person in any proceeding involving Capital Metro's interests;

(12) Capital Metro Board Members, employees, and agents shall not use their authority to unfairly influence other Board Members or other employees or agents to perform illegal, immoral or discreditable acts;

(13) communicate details of any active Capital Metro procurement or solicitation to any contractor, potential contractor or individual not authorized to receive information regarding the active procurement;

(14) No Board Member or employee shall:

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(i) participate for a business entity in which the employee has a substantial interest if the employee participated in the recommendation, bid, proposal or solicitation in a Capital Metro contract, procurement or personal administration matter for a period of two (2) years after leaving employment; and

(ii) receive any pecuniary benefit from a Capital Metro contract or procurement through the ownership of a substantial interest, as defined in Section (b), subsections (6) through (8) above, in a business entity or real property for a period of two (2) years after leaving employment.

(e) Exceptions to Prohibitions: The Prohibitions listed above do not apply to the following:

(1) A gift or other benefit conferred, independent of the Board Member's or employee's relationship with Capital Metro, that is not given or received with the intent to influence the Board Member or employee in the performance of his or her official duties. The Board Vice Chair or the Ethics Officer must be consulted for a determination as to whether a potential gift falls within this exception.

(2) Food, lodging, or transportation in consideration for legitimate services rendered by the Board Member or employee related to his or her official duties.

(f) Disclosure of Conflict of Interest Requirements:

(1) A Board Member or employee must disclose any interest in a business, a contract, or in real property that would confer a benefit by their vote or decision.

(i) A Board Member or employee cannot participate in the consideration of the matter subject to the vote or decision.

(ii) Prior to the vote or decision, the Board Member or employee shall file an affidavit relating to the interest in the business, contract or real property with the Board Vice Chair or Ethics Officer.

(2) A Board Member or employee must disclose the name of a potential employer if the prospective employer has an interest in any Capital Metro transaction upon which the Board Member or employee may be involved.

(g) Penalties: In addition to turning over evidence of misconduct to the proper law enforcement agency when appropriate, the following penalties may be enforced:

(1) The failure of a Board Member to comply with the requirements of this policy shall constitute grounds for censure or removal from the Board in accordance with Section 451.511 of the Texas Transportation Code.

(2) The failure of an employee to comply with the requirements of this policy shall result in disciplinary action up to and including termination.

(3) The failure of an agent or contractor of Capital Metro to comply with this policy shall be grounds for such

contractual remedy as may be appropriate up to and including termination of the contract and debarment of the contractor.

(h) By signing below, the offeror certifies and represents that the offeror:

(1) has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this solicitation;

(2) has read and is familiar with, and will comply with the Authority's CODE OF CONDUCT, above; and

(3) will abide by all the terms and conditions contained herein, which apply to and become a part of any contract resulting from this solicitation.

(i) To report suspected ethical abuses or fraud, contact the ethics hotline at (512) 385-0371. It is available 24 hours a day, 365 days a year. All calls are strictly confidential.

(j) In accordance with section 176.006, Texas Local Government Code, "vendor" is required to file a conflict of interest questionnaire within seven business days of becoming aware of a conflict of interest under Texas law. The conflict of interest questionnaire can be obtained from the Texas Ethics Commission at www.ethics.state.tx.us. The questionnaire shall be sent to the Authority's Contract Administrator.

8. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

(a) The offeror represents as part of its offer that it (Mark One):

- has
 has not

participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order Number 11114; and it (mark one):

- has
 has not

filed all required compliance reports.

9. AFFIRMATIVE ACTION COMPLIANCE

(a) The offeror represents as part of its offer that it has a workforce of (# of employees):

392

(b) It (Mark One):

- has developed and has on file
 has not developed and does not have on file

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at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or it (Mark One):

- [X] has
[] has not

previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

10. DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS

The goal established for this solicitation must be met or the offeror must submit clear evidence of a "good faith effort" along with the offeror's completed Schedule C of Subcontractor Participation form (listing all proposed subcontractors, DBE and non-DBE) and an executed Intent to Perform as a DBE Subcontractor form for each DBE subcontractor listed on the Schedule C as part of the proposal or sealed bid. By submission of this offer, the offeror certifies that it will comply with the provisions of Exhibit D attached to this solicitation entitled "Disadvantaged Business Enterprise Program" and will meet the goal as established in any ensuing contract.

11. CLEAN AIR AND WATER CERTIFICATION

Applicable if the offer exceeds \$100,000, or the Authority believes that orders under an indefinite contract in any year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Air Act [42 U.S.C. 7413(c)(1)] or the Water Act [33 U.S.C. 1319(c)] and is listed by the Environmental Protection Agency (EPA) as a violating facility, and the acquisition is not otherwise exempt.

By submission of this offer, the offeror certifies that:

- (a) any facility to be used in the performance of this proposed contract (mark one):

- [] is
[X] is not

listed on the EPA List of Violating Facilities;

- (b) it will immediately notify the Authority, before award, of the receipt of any communication from the Administrator, or a designee of the EPA, indicating that any facility which it proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

- (c) it will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. CERTIFICATION OF NON-SEGREGATED FACILITIES

- (a) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at an of its establish-

ments, and that it does not and will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

- (b) The offeror agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the contract.

- (c) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise.

- (d) It further agrees that (except where it has obtained identical certifications from proposed subcontracts for specific time periods) it will:

(1) obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause:

- (2) retain such certifications in its files; and

(3) forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

"NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for such subcontract or for all subcontracts during a period (i.e., quarterly, semiannually or annually). Note: the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001."

13. CERTIFICATION OF RESTRICTIONS ON LOBBYING

This Certification is applicable if the offer exceeds \$100,000.

- (a) By submission of this offer, the offeror certifies to the best of the offeror's knowledge or belief that no Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

14. VENDOR PERFORMANCE SCORING

(a) In compliance with the Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Building and Procurement Commission's Vendor Performance Tracking System (VPTS) which may be found at TBPC's website at <http://www.window.state.tx.us> and may be used in evaluating responses to solicitations for goods and services to determine the best value for the Authority.

(b) The offeror certifies to the best of the offeror's knowledge and belief that if listed in the VPTS, neither it nor its principals have, in the last two years, received less than an average vendor performance scoring of 90% in either commodity delivery, service delivery, commodity performance, or service performance categories.

15. PERCENT OF PRIME CONTRACTOR PARTICIPATION

(a) The Prime Contractor shall perform no less than 30% of the work with his own organization. The on-site production of materials produced by other than the Prime Contractor's forces shall be considered as being subcontracted.

(b) The organization of the specifications into divisions, sections, and articles, and the arrangement and titles of project drawings shall not control the Prime Contractor in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

(c) The offeror hereby certifies that the **Schedule C of Subcontractor Participation** form submitted with the Exhibit D, Disadvantaged Business Enterprise (DBE) portion of this

offer represents no more than 70% of the work will be done by subcontractors.

16. SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS

(a) These representations and certifications concern a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous or false certification, in addition to all other remedies the Authority may have, the Authority may terminate the contract for default and/or recommend that the offeror be debarred or suspended from doing business with the Authority in the future.

(b) The offeror shall provide immediate written notice to the Authority if, at any time prior to contract award, the offeror learns that the offeror's certification was, or a subsequent communication makes, the certification erroneous.

(c) Offerors must set forth full, accurate and complete information as required by this solicitation (including this attachment). Failure of an offeror to do so may render the offer nonresponsive.

(d) A false statement in any offer submitted to the Authority may be a criminal offense in violation of Section 37.10 of the Texas Penal Code.

Name of Offeror:

Ride Right, LLC dba Austin Ride Right, LLC

Type/Print Name of Signatory:

Alaina Macia, President and CEO

Signature:

Alaina Macia

Date:

10/3/13

EXHIBIT D

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. DEFINITIONS

(a) Disadvantaged business enterprise or DBE means a for-profit small business concern -- (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(b) Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

(c) Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is -- (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are des-

ignated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

2. OFFEROR'S OBLIGATION

Each subcontract the Contractor signs with a subcontractor must include the following assurance:

"The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

3. SUBMISSION OF DBE FORMS

Offerors shall submit with their offer a completed Schedule C of Subcontractor Participation form (listing all proposed subcontractors, DBE and non-DBE) and an executed Intent to Perform as a DBE Subcontractor form for each DBE subcontractor listed on the Schedule C. As required in Section 5 of this Exhibit, complete Good Faith Effort documentation (if necessary) must be submitted at this same time. The listing of a DBE by an Offeror shall constitute a representation by the Offeror to the Authority that it believes such DBE firm to be technically and financially qualified and available to perform the work. It shall also represent a commitment by the Offeror that if it is awarded the contract it will enter into a subcontract with such DBE (provided that the DBE is certified) for the work described and at the price set forth in both the Schedule C of Subcontractor Participation and the Intent to Perform as a DBE Subcontractor forms. If the price changes after the forms have been submitted but prior to award of the contract, the Offeror will immediately notify the Authority's Procurement Department of the changed amount and the reason(s) for the change. No substitutions of DBE firms may be effected without the Authority's prior written approval. If an offeror is a DBE and wishes to count its participation on the project towards the goal, it is required to perform that portion with its own work force.

4. CREDIT TOWARDS GOALS

(a) No credit toward meeting DBE goals will be allowed unless the DBE is determined to be eligible by the DBE Department of the Authority. Offerors are strongly encouraged to contact the Authority's DBE Department well in advance of the date set for receipt of offers in order to enable review of the proposed DBEs eligibility to participate in the Authority's DBE Program. The dollar value of work performed under a contract with a firm after it has ceased to be certified cannot

count toward a contract goal. Participation of a DBE subcontractor cannot count toward the prime contractor's DBE achievements until the amount being counted has been paid to the DBE.

(b) Only expenditures to DBEs that perform a Commercially Useful Function may be counted towards goals. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it is not performing a commercially useful function.

(c) The Contractor may count only the value of the work actually performed by the DBE toward DBE goals. Count the entire amount of that portion of a construction contract that is performed by a DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate). Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(d) When a DBE performs as a participant in a joint venture, the Contractor may count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(e) The Contractor may credit towards the DBE goal the full expenditures for materials and supplies provided that the DBE is a manufacturer. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. (also, produces materials from raw materials, or substantially alters materials before resale)

(f) The Contractor may credit towards the DBE goal only 60% of the total dollar cost for material and supplies purchased from DBEs that are regular dealers and not manufacturers. A regular dealer is an established firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

(g) A Contractor may count toward its DBE goals the following expenditures to DBE firms that are not manufacturers or regular dealers.

(i) The fees or commissions charged for a bona fide services such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies required for performance of the contract, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(ii) The fees charges for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in, the materials and supplies.

(iii) The fees charged for providing any bonds or insurance specifically required for the performance of the contract.

(iv) The fees charged for assistance in the procurement of the materials and supplies provided that the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

5. DEMONSTRATION OF GOOD FAITH EFFORT

(a) If an Offeror does not meet the DBE goals, it shall nevertheless be eligible for award of the contract if it can demonstrate to the satisfaction of the Authority that it has made a good faith effort to meet the DBE goals. In evaluating an Offeror's good faith effort submission, the Authority will only consider those documented efforts that occurred prior to receipt of competitive sealed bids (IFB) or competitive sealed proposals (RFP).

(1) Possible subcontracting opportunities include, but are not limited to:

Industry	NAIC Code
Clothing (Uniforms)	424320
Office Supplies & Stationary	453210
Automotive Part & Accessories	441310

Support Activities for Transportation	488000
Automotive Body, Paint, Interior	
Automotive Body, Paint, Interior, Glass	811120
Automotive Body, Paint, Repair & Maintenance	811121
Management Consulting Services	541610
Employment Services	561310
Temporary Services	561320

(2) The DBE goal for this solicitation is 9%.

(b) In the event that a firm submitted by an Offeror is not able to become certified by one of the certifying agencies under the Texas Unified Certification Program, the Offeror will be notified and given an opportunity to substitute that firm with another DBE firm. The Offeror will be given a deadline to accomplish the substitution. In the event the Offeror is unable to contract with another substitute DBE firm, the good faith efforts that the Offeror made in attempting to contract with the substitute DBE firm must be documented to the DBE Department. Documentation submitted in accordance with this subparagraph is the only exception to the requirements in subparagraph A above pertaining to the good faith efforts that the Authority will consider in determining whether the Offeror shall be otherwise eligible for award of the contract.

(c) In making a determination that the Offeror has made a good faith effort to meet the DBE goals, the Authority shall consider among other things it deems relevant, the criteria set forth below. Additionally, in determining whether a bidder has made good faith efforts, the Authority will take into account the performance of other bidders in meeting the contract goal. The Offeror shall furnish as part of its DBE utilization information provided under Section 5 such specific documentation concerning the steps it has taken to obtain DBE participation, with a consideration of, by way of illustration and not limitation the following:

(i) Whether the Offeror solicited through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

(ii) Whether the Offeror selected portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

(iii) Whether the Offeror provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(iv) Whether the Offeror negotiated in good faith with interested DBEs. It is the bidder's responsibility to make

a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(v) Whether the Offeror rejected DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

(vi) Whether the Offeror made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

(vii) Whether the Offeror made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(viii) Whether the Offeror effectively used the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(d) In determining whether an Offeror has demonstrated good faith, the Authority will look not only at the different kinds of efforts that the Offeror has made, but also the quantity and intensity of those efforts. Efforts that are mere pro forma are not good faith efforts to meet the goals (even if they are sincerely motivated) if, given all relevant circumstances, the Offeror's efforts could not reasonably be expected to produce a level of DBE participation sufficient to meet the goals.

6. CERTIFICATION OF DBEs

(a) Capital Metro is a participating entity under the Texas Unified Certification Program (TUCP). This means that Capital Metro will accept certifications from any of the certifying

agencies that have agreed to perform the certification of DBEs within the state of Texas under the Texas Unified Certification Program (TUCP). The participating agencies are:

- Texas Department of Transportation
- North Central Texas Regional Certification Agency
- South Central Texas Regional Certification Agency
- City of Houston
- City of Austin and
- Corpus Christi Regional Transportation Authority.

(b) The City of Austin will serve as the certifying agency for the Austin region, which includes the counties of Bastrop, Caldwell, Hays, Travis and Williamson County. All prospective DBEs must submit appropriate forms, available through the City of Austin Certification Department, to prove actual ownership and control by DBEs. All such firms shall cooperate in supplying additional information as requested by the City of Austin DBE Certification Department, which will determine the certification of eligible DBEs. Blank forms may be obtained by contacting the City of Austin Certification Department, 4201 Ed Bluestein Blvd, (512) 974-7645, fax: (512) 974-7609. Vendor may also contact Capital Metro at (512) 389-7441 to obtain information.

(c) In the event the Authority determines that a firm identified by the Offeror as a potential DBE does not qualify as a DBE, the Offeror shall be informed and will be provided with an opportunity to substitute firms meeting the certifying agency's DBE eligibility criteria for the Authority's consideration.

(d) Information concerning DBEs currently certified can be obtained by contacting the DBE Department at the address in subparagraph A. Offerors may access the DBE directory at <http://www.txdot.gov/apps-cg/tucp/default.htm>. Offerors are reminded that only certified DBEs may participate in Authority contracts in such capacities. **If Offerors propose using a DBE not currently certified with any of the other recipients in the Texas Unified Certification Program (TUCP), the DBE Application must be approved by the City of Austin Certification Department no later than the date and time established for the receipt of proposals.** Any extensions to the due date by amendment to the solicitation shall automatically extend the due date of the application. If an offeror proposes using a DBE from another state, the firm must produce evidence that it is DBE certified in the state in which the business is headquartered.

7. DBE MODIFICATION OR SUBSTITUTION

In the event that an Offeror wishes to modify its Schedule C of Subcontractor Participation after its offer is submitted and/or a contract awarded, the Offeror/Contractor must notify the Authority in writing and request approval of the modification. This will include any changes to items of work, material, services or DBE firms which differ from those identified on the Schedule C of Subcontractor Participation on file. The Offeror/Contractor must cooperate in supplying the Authority with additional information with respect to the requested modification. If the modification involves a substitution and if it is approved by the Authority, the Offeror/Contractor must

make every good faith effort to replace the DBE with another DBE. In the event that the Offeror/Contractor is unable to contract with another DBE firm, such good faith efforts must be documented to the DBE Department. The substitute DBE firm must be certified by the Authority in order for the Offeror/Contractor to receive credit towards fulfilling its DBE participation goals for the contract.

8. PAYMENT DOCUMENTATION

Concurrently with the submission of the invoice or each request for a progress payment under this contract, the Contractor shall provide on the Vendor Payment Report Form a breakdown of the amounts paid to date to DBEs identified by the Contractor to participate on this contract. As provided elsewhere in this contract, the Authority may withhold all or part of any progress payment otherwise due the Contractor if the Contractor fails to submit the Vendor Payment Report Form and make prompt payment to its subcontractors, suppliers and laborers.

9. BANKS AND FINANCIAL INSTITUTIONS

The Contractor is encouraged to utilize the services of disadvantaged, minority and woman-owned banks and financial institutions.

10. SANCTIONS FOR NONCOMPLIANCE WITH THE AUTHORITY'S DBE PROGRAM PROVISIONS

Failure of the Contractor to carry out the Authority's DBE Program provision shall constitute a breach of contract and may result in termination of the contract for default or such remedy as the Authority may deem appropriate. The willful making of false statements or providing incorrect information will be referred for appropriate legal action.

**CAPITAL METRO
Schedule C of Subcontractor Participation**

Instructions: The Offeror shall complete this form by listing 1) Names of all proposed subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE or non-DBE, 5) Ethnic Code of firm 6) Age of the firm, 7) Annual gross receipts of the firm, 8) % or \$ amount of Total Contract. Those subcontractors which are listed on this form as DBEs must have current certification as a DBE with a participating TUCP certifying agency (see Exhibit D paragraph 6). The DBE certification must be complete by the time the proposals are submitted. Additionally, those subcontractors which are listed on this form as DBEs must complete an Intent to Perform as a DBE Subcontractor agreeing to the information listed here.

Name of Prime Contractor (Offeror): Ride Right LLC dba Austin Ride Right LLC

Project Name: Contracted Paratransit Services, North Base

IFB/RFP Number: RFP # 127419

Ethnic Code: A) African-American Male B) African American Female C) Asian- Indian Male D) Asian- Indian Female E) Asian -Pacific Male G) Asian-Pacific Female H) Hispanic Male I) Hispanic Female J) Native American Male K) Native American Female L) White Female M) Other

1) Name of Subcontractor	2) Address, Telephone # of DBE Firm (Including name of contact person)	3) Description of Work, Services Provided. Where applicable, specify "supply" or "install" or both.	4) DBE or non-DBE	5) Ethnic Code	6) Age of Firm	7) Annual Gross Receipts	8) DBE % or \$ amount of Total Contract
DLR Distributors, Inc.	Dennis Riley, President/CEO 4678 Hugh Howell Road, Tucker, GE 30084 770-413-0094	Vehicle parts supplier	DBE	A	14 years	\$ 1.1 million	3.20%
JCM & Associates (Blue Goose Uniforms)	Richard Crady, VP Sales 5443 E Washington Blvd, Commerce, CA 90040 323-726-9040	Supply uniforms	DBE	H	25 years	\$ 2.3 million	0.34%
BMR Janitorial & Pressure Washing Service, LLC	Ben Miller, President 507 Singleton Blvd., Dallas, TX 75212 214-744-5606	Vehicle cleaning services	DBE	A	21 years	\$ 1.2 million	5.63%

This schedule must be completed as instructed above and include every subcontractor proposed on this project.

The undersigned will enter into a formal agreement with DBE contractors for work listed in this schedule upon execution of a contract with Capital Metro. The contractor agrees to the terms of this schedule by signing below and submitting the Intent to Perform as completed by the DBE subcontractors. The contractor also certifies that no more than 70% of the work for this project will be subcontracted.

Alama Nacca

10/3/13

Signature of Authorized Representative of Offeror

Date Signed

REQUIRED SUBMITTAL

CAPITAL METRO
Intent to Perform as a DBE Contractor/DBE Subcontractor
RFP # 127419

(Note: In accordance with 49 CFR (Code of Federal Regulations) Part 26 and Board policy, DBE firms participating in Capital Metro's DBE Program must have "current" certification status with a TUCP Certifying Agency (see Exhibit D Paragraph 6) by the due date established for this IFB/RFP/SOQ.

1. TO: (name of Offeror/Prime Contractor) Ride Right, LLC dba Austin Ride Right, LLC
2. The undersigned is either currently certified under the Texas Unified Certification Program (TUCP) as a DBE or will be at the time this solicitation is due.
The undersigned is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both) Vehicle Parts Supplier

and at the following price \$ _____ and/or 3.20 % of the total contract amount (should be the same \$ or % found on Schedule C).

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____ % of the dollar value of this subcontract will be sublet and/or awarded to other contractors. Any and all subcontractors that a DBE subcontractor uses must be listed in Schedule C-1 and must also be DBE certified. (The DBE subcontractor should complete this section only if the DBE is subcontracting any portion of its subcontract.)

DJR Distributors Inc
(Name of DBE Firm)

[Signature]
(Signature of Authorized Representative)

770-413-0094
(Phone Number)

9/23/13
(Date Signed)

Ride Right, LLC dba Austin Ride Right, LLC
(Name of Offeror/Prime Contractor)

[Signature]
(Signature of Authorized Representative)

888-409-6879
(Phone Number)

10/3/13
(Date Signed)



Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a DBE in accordance with Federal Regulations 49 CFR, Part 26

DLR DISTRIBUTORS, INC. (VN 22826)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

*Current certification information will be listed in the TUCP Directory.
The TUCP Directory website is www.txdot.gov*

A handwritten signature in cursive script, reading "R.D. Brown".

R.D. Brown, MPA, CCA, Director
DBE & SBE Programs Section
Office of Civil Rights

CAPITAL METRO
Intent to Perform as a DBE Contractor/DBE Subcontractor
RFP # 127419

(Note: In accordance with 49 CFR (Code of Federal Regulations) Part 26 and Board policy, DBE firms participating in Capital Metro's DBE Program must have "current" certification status with a TUCP Certifying Agency (see Exhibit D Paragraph 6) by the due date established for this IFE RFP/SCO.

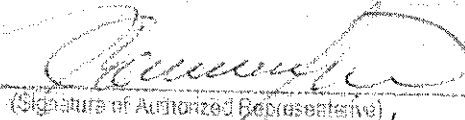
1. TO: (name of Offeror/Prime Contractor) Ride Right, LLC dba Austin Ride Right, LLC

2. The undersigned is either currently certified under the Texas Unified Certification Program (TUCP) as a DBE or will be at the time this solicitation is due.
The undersigned is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project
(where applicable specify "supply" or "install" or both) Supply uniforms

and at the following price \$ _____ and/or 0.34 % of the total contract amount (should be the same \$ or % found on Schedule C).

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____ % of the dollar value of this subcontract will be sublet and/or awarded to other contractors. Any and all subcontractors that a DBE subcontractor uses must be listed in Schedule C-1 and must also be DBE certified. (The DBE subcontractor should complete this section only if the DBE is subcontracting any portion of its subcontract.)

Jcm Associates, INC
(Name of DBE Firm)


(Signature of Authorized Representative)

800-543-3732
(Phone Number)

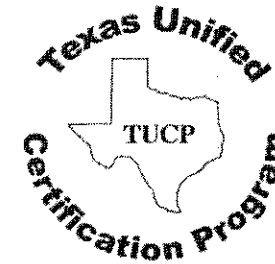
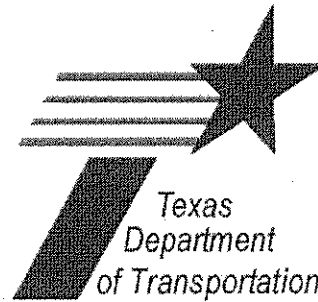
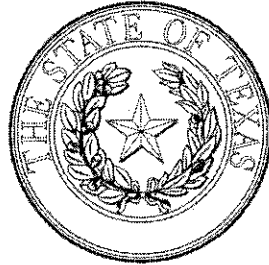
9/6/13
(Date Signed)

Ride Right, LLC dba Austin Ride Right, LLC
(Name of Offeror/Prime Contractor)

Glama Nacia
(Signature of Authorized Representative)

888-409-6879
(Phone Number)

10/3/13
(Date Signed)



Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

JCM & ASSOCIATES, INC. (VN 24130)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

*Current certification information will be listed in the TUCP Directory.
The TUCP Directory website is www.txdot.gov*

A handwritten signature in black ink, appearing to read "C. Benjamin Anyacho".

C. Benjamin Anyacho, MBA, Interim Director
DBE & SBE Programs Section
Office of Civil Rights

CAPITAL METRO
Intent to Perform as a DBE Contractor/DBE Subcontractor
RFP # 127419

(Note: In accordance with 49 CFR (Code of Federal Regulations) Part 26 and Board policy, DBE firms participating in Capital Metro's DBE Program must have "current" certification status with a TUCP-Certifying Agency (see Exhibit D Paragraph 6) by the due date established for this IFB/RFP/SOQ.

- 1. TO: (name of Offeror/Prime Contractor) Ride Right, LLC dba Austin Ride Right, LLC
- 2. The undersigned is either currently certified under the Texas Unified Certification Program (TUCP) as a DBE or will be at the time this solicitation is due. The undersigned is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both) Vehicle cleaning services

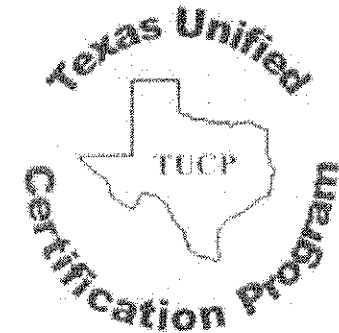
and at the following price \$ _____ and/or 5.63 % of the total contract amount (should be the same \$ or % found on Schedule C).

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____ % of the dollar value of this subcontract will be sublet and/or awarded to other contractors. Any and all subcontractors that a DBE subcontractor uses must be listed in Schedule C-1 and must also be DBE certified. (The DBE subcontractor should complete this section only if the DBE is subcontracting any portion of its subcontract.)

<u>BMR Sanitorial & Pressure Washing Service LLC</u> (Name of DBE Firm)	<u>Ben Miller President</u> (Signature of Authorized Representative)	<u>214744-5606</u> (Phone Number)	<u>9-23-2013</u> (Date Signed)
Ride Right, LLC dba Austin Ride Right, LLC (Name of Offeror/Prime Contractor)	<u>Alana Nacca</u> (Signature of Authorized Representative)	<u>888-409-6879</u> (Phone Number)	<u>10/3/13</u> (Date Signed)



Small Business Enterprise Certification



BMR Janitorial & Pressure Washing Service, LLC

has filed with the Agency an Affidavit as defined by 49 CFR part 26 and received DBE Certification and is hereby certified as a SBE to provide service(s) in the following areas:

561720; 561790; 811192; 561730;

Janitorial Services; Pressure Washing Services; Car Washes; Landscaping Services;

This Certification is valid beginning February 2013 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership or control of the firm, notification must be made immediately to the North Central Texas Regional Certification Agency or an TUCP certifying entity.

Anniversary Date February, 2014

Issued date February, 2013

Certification Administrator

CERTIFICATION NO. **BMDB56741Y0214**

**EXHIBIT E - Revised-2
CONTRACTUAL TERMS AND CONDITIONS
(SERVICES CONTRACT)**

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) The term "subcontracts" includes purchase orders under this contract.

(b) In computing any period of time established in this contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Texas holiday; in which event the period shall run to the end of the next business day.

(c) Fully burdened hourly labor rate: An hourly rate that includes all salary, overhead costs, general & administrative expenses, and profit.

2. FIRM FIXED PRICE CONTRACT

This is a fixed price contract for the supplies or services specified and stated elsewhere in the contract.

3. TERM

The term of the contract shall be sixty-five (65) months (5 years, 5 months) from the Notice to Proceed. No work shall be performed under this contract prior to issuance of a Notice to Proceed.

4. OPTION TO EXTEND TERM

(a) The Authority may extend the term of this contract before the contract expires. If feasible, The Authority shall give written notice of its intent to extend before the contract expires. The preliminary notice shall not commit the Authority to an extension and any absence of notice shall not affect the validity of any exercise of option to extend the term of this contract.

(b) The option period prices shall be the unit prices provided on the Schedule.

(c) There shall be one option period for five (5) years.

(d) The total term of this contract shall not exceed one ten years and five months (10 years, 5 months).

5. OPTION TO EXTEND SERVICES

The Authority may require continued performance of any services within the limits and rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Authority may exercise the option by written notice to the Contractor within 60 days.

6. INVOICING AND PAYMENT

(a) Invoices may be submitted once per month, and marked "original" to the attention of:

Accounts Payable
CMTA
P.O. Box 6308
Austin, Texas 78762-6308

(b) Payment shall be made within the time period allowed by law through the Texas Prompt Payment Act - Texas Government Code 2251.021(b). A prompt payment discount may be taken if offered and determined to be advantageous by the Authority.

(c) The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Authority when the amount due on such deliveries so warrants; or, when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either \$1,000 or 50% of the total amount of this contract.

7. INSURANCE

Contractor shall furnish proof of Authority-stipulated insurance requirements specified below. Proof of insurance shall be in the form of a certificate executed by an approved insurance company authorized to do business in the State of Texas. The Authority's insurance requirements are:

(a) The Contractor shall carry and pay the premiums for insurance of the types and in the amounts stated below. The Authority shall be endorsed as an ADDITIONAL INSURED by the Contractor with respect to the contract. In any event, the Contractor shall carry and pay the premiums for insurance of the types and the amounts of not less than the following:

(1) Commercial General Liability Insurance Coverage with limits of not less than One Million and No/100 Dollars (\$1,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage. Such coverage as herein provided shall be extended for and endorsements included as follows:

(i) Extended Coverages.

(A) Contractual Liability covering the Contractor's obligations herein.

(B) Personal Injury Liability extended to claims arising from employees of the Contractor and the Authority.

(ii) Endorsements Included. **The Authority named as ADDITIONAL INSURED.**

(2) Workers' Compensation Insurance: Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million and No/100 Dollars (\$1,000,000). The Contractor shall cause its insurer for Worker's Compensation Insurance to endorse the Contractor's policy to **waive subrogation against Capital Metropolitan Transportation Authority**, its directors, officers, employees, agents, successors and assigns for any and all claims incurred by the Contractor's employees which arise out of the work under this contract.

(3) Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than One Million and No/100 Dollars (\$1,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage. If the Contractor uses the delivery services of a common carrier, then the Automobile Liability insurance will not be required. If the Contractor uses personnel and vehicles provided by the Contractor, then Automobile Liability will be required. Such coverage as herein provided shall **include the Authority as an ADDITIONAL INSURED.**

(4) Umbrella Liability Coverage: Umbrella liability coverage with limits not less than Five Million and No/100 Dollars (\$5,000,000).

(b) All required insurance shall be written by an approved insurance company authorized to do business in the State of Texas.

(c) Proof that insurance coverage exists shall be furnished to the Authority by way of a Certificate of Insurance before any part of the contract work is started. The Certificate shall certify the Authority as an ADDITIONAL INSURED with a provision that in case of cancellation or any material change in the coverages stated above, the Authority shall be notified no less than thirty (30) days prior to any such change. The Contractor shall be liable for his subcontractor's insurance coverages of the types and in the amounts stated above, and shall furnish the Authority with copies of such Certificates of Insurance. If any insurance coverage required to be provided by the Contractor is canceled, terminated, or modified so that the required insurance coverages are no longer in full force and effect, the Authority may terminate this contract or obtain insurance coverages equal to the required coverage, the full cost of which will be the responsibility of the Contractor and shall be deducted from any payment due Contractor.

(d) The Contractor and all of its insurers shall, in regard to the above stated insurance, waive all rights of recovery or subrogation against the Authority and the Authority's insurance companies.

(e) The Contractor shall indemnify and hold harmless the Authority and its agents, successors, and assigns from and against all injury, loss, damage, or claims of liability, including attorney's fees and disbursements, to any person

(including employees of the Authority; Contractor's employees and Contractor's subcontractors and their employees; associates and other persons assisting the Contractor on a paid or voluntary basis) for injury to or death of the person. The Contractor shall also indemnify and hold harmless the Authority and its agents, successors, and assigns from any loss of or damage to property arising from, related to, or in connection with any negligent act, error or omission of the Contractor during the performance of this contract and the use of the premises incident to the contract.

(f) The Contractor shall defend all suits brought upon the claims described in Section (e) above and pay all costs and expenses incident to the suits. The Authority shall have the right, at its own expense, to participate in the defense in any suit without relieving the Contractor of any obligation described above.

(g) The Authority will give the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor to defend same and will give all needed information to do so. The Contractor shall similarly give the Authority immediate notice of any claim arising out of the performance of the contract. The Contractor shall furnish immediately to the Authority copies of all pertinent papers received by the Contractor regarding the suit, action or claim.

(h) If any part of the contract is sublet, the Contractor shall provide the Authority evidence of subcontractors insurance currently in place in the form of an insurance certificate. The Authority may require subcontractors to obtain insurance up to the limits required of the Contractor. In the event a subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the subcontractor as an ADDITIONAL INSURED on Contractor's policies.

(i) All insurance required to be maintained or provided by the Contractor shall be with companies and through policies approved by the Authority. The Authority reserves the right to inspect in person, prior to the commencement of the contract work, all of the Contractor's insurance policy required under this contract.

(j) If the Contractor has procured insurance at the time of the Contractor's submission of his bid, proof of the required insurance should be submitted with the Contractor's bid or proposal. Alternatively, the Contractor is requested to submit evidence of a commitment from an insurance company or companies, or a duly licensed agent, that the Contractor has made arrangements for the required insurance. If the bid or proposal is considered for award, and the Contractor has not previously furnished either the proof of insurance or evidence of commitment, the Contractor will be required to provide proof of the insurance or evidence of a commitment within five (5) days of request. If the Contractor is awarded the bid, and has submitted evidence of commitment rather than proof of the required insurance, the Contractor must furnish proof of the required insurance within five (5) days of the award of the contract. Certificate of Insurance must indicate the contract number and description. The insurance certificate should

be mailed to the attention of the buyer who made the request.

(k) The above requirements only represent the minimum insurance coverage acceptable to the Authority and these requirements are not intended to represent the maximum risk involved or the maximum liability of the Contractor.

(l) The Contractor shall be responsible for setting its own requirements, if any, for the kind and amounts of insurance to be carried by its subcontractors in excess of the insurance required by the Authority. No delay in the work caused by the Contractor's enforcements of its subcontractor's insurance requirements shall be excusable delay in the contract.

8. PERFORMANCE BOND

The Contractor shall be required to furnish an annual Performance Bond, in the amount equal to 5% of the 1st year of the total base Contract period. The bonding company providing the bond must be approved for amount of bonds on U.S. Department of Treasury Circular 570 and licensed to do business in the state of Texas. The Performance bond shall be submitted to the Contracting Officer within ten (10) calendar days after receipt of a copy of the executed Contract or a Notice of Award. **Thereafter, the Performance Bond shall be due ninety calendar days prior to the start of each year of the Contract.** The Notice to Proceed will not be issued until a properly executed bond is received and accepted by the Authority.

9. REPRESENTATIONS

Contractor represents that the Services shall be performed in conformity with the descriptions and other data set forth in this contract and with sound professional principles and practices in accordance with accepted industry standards, and that work performed by Contractor's personnel shall reflect sound professional knowledge, skill and judgment. If any breach of the applicable standard of professional care is discovered by the Authority during the process of the work or within one year after acceptance of the work by the Authority, Contractor shall again cause the nonconforming or inadequate Services to be properly performed at Contractor's sole expense and shall reimburse for costs directly incurred by the Authority as a result of reliance by the Authority on services failing to comply with the applicable standard of professional care.

10. INDEPENDENT CONTRACTOR

Contractor's relationship to the Authority in the performance of this Agreement is that of an independent contractor. The personnel performing services under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the Authority. Contractor shall be fully liable for all acts and omissions of its employees, subcontractors, and their suppliers and shall be specifically responsible for sufficient supervision and inspection to assure compliance in every respect with contract requirements. There shall be no contractual relationship between any subcontractor or

supplier of Contractor and the Authority by virtue of this contract. No provision of this contract shall be for the benefit of any party except the Authority and Contractor. Contractor shall pay wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as Social Security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

11. COMPOSITION OF CONTRACTOR

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

12. SUBCONTRACTORS AND OUTSIDE CONSULTANTS

Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to such individuals or firms as were specifically identified and agreed to by the Authority in connection with the award of this contract. Any substitution in such subcontractors, associates, or consultants will be subject to the prior approval of the Authority.

13. PERSONNEL ASSIGNMENTS

(a) Contractor shall perform the Services in an orderly and workmanlike manner, and shall employ persons skilled and qualified for the performance of the Services assigned to such persons under the contract. The Authority will have the right to review the experience and personnel records of each candidate, and approve assignments of Contractor's personnel.

(b) Contractor certifies that contractor has established a criminal history background policy that complies with guidance issued by the U.S. Equal Employment Opportunity Commission and that contractor conducts criminal history checks on its assigned personnel in accordance with such policy to identify, hire and assign personnel to work on this contract whose criminal backgrounds are appropriate for the work being performed, considering the risk and liability to the contractor and the Authority. The Authority reserves the right to require contractor to disclose any criminal or military criminal convictions of assigned personnel and the right to disapprove the use of assigned personnel with criminal or military convictions.

(c) Contractor shall provide a list of candidates to be used to provide the Services and shall certify that a criminal history background check has been completed within the preceding 6 month period. Criminal background checks shall include the following:

(1) State Criminal History: Contractor shall research criminal history, including driving records (where applicable), covering all jurisdictions within the state, including local counties and municipalities.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

(2) Out of State Criminal History: Contractor shall research criminal history, including state driving records (where applicable), for all 50 states.

(3) Military Discharge: For any candidates that have served in the military, contractor shall review the DD

Form 214 "Certificate of Release or Discharge from Active Duty" (Long Form).

This contract may include services in the following job categories. For each of the job categories, Contractor shall disclose the type of offense to the Authority according to the timetable below

HIGH RISK SCREENING MATRIX – PERSONNEL ASSIGNMENTS

Job Category	Offense	Type	Timetable: Submit to Capital Metro
Personnel who operate a Capital Metro owned or branded vehicle with regular access to the public:	Crimes Against the Person (other than sex offenses)	Felony	Submit to Capital Metro for review if less than 10 years from date of release
		Class A or B Misdemeanor	Submit to Capital Metro for review if less than 7 years from date of conviction
		Class C Misdemeanor	Submit to Capital Metro for review if less than 5 years from date of conviction
	Crimes Against the Person - Sex Crimes	ALL	Submit to Capital Metro for review
	Crimes Against Property	Felony ONLY	Submit to Capital Metro for review if less than 10 years from date of release
	Drug Crimes	Felony	Submit to Capital Metro for review if less than 10 years from date of release
		Class A or B Misdemeanor	Submit to Capital Metro for review if less than 7 years from date of conviction
		Class C Misdemeanor	Submit to Capital Metro for review if less than 5 years from date of conviction
	Driving Offenses - DWI/DUI or other "serious driving offense"	Class A or B Misdemeanor	Disqualified if 7 years or less from date of conviction or deferred adjudication/ Submit to Capital Metro for review if between 7-10 years since conviction or deferred adjudication or more than 2 convictions in a lifetime
		Class C Misdemeanor	Disqualified if more than 2 moving violations in the past 5 years (Any more than one driving safety course taken for a moving violation that appears on a five (5) year record will be treated as a moving violation and will count against the applicant

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

Contractors with Management personnel whose primary work assignment is to perform work on the Capital Metro contract:	Crimes Against the Person (other than sex offenses)	Felony	Submit to Capital Metro for review if less than 10 years from date of release
		Class A or B Misdemeanor	Submit to Capital Metro for review if less than 7 years from date of conviction
		Class C Misdemeanor	Submit to Capital Metro for review if less than 5 years from date of conviction
	Crimes Against the Person - Sex Crimes	ALL	Submit to Capital Metro for review
		Class A or B Misdemeanor	Submit to Capital Metro for review if less than 7 years from date of conviction
		Class C Misdemeanor	Submit to Capital Metro for review if less than 5 years from date of conviction
	Drug Crimes	Felony	Submit to Capital Metro for review if less than 10 years from date of release
		Class A or B Misdemeanor	Submit to Capital Metro for review if less than 7 years from date of conviction
		Class C Misdemeanor	Submit to Capital Metro for review if less than 5 years from date of conviction
Personnel who have one-on-one or in-person contact with Capital Metro customers or employees:	Crimes Against the Person (other than sex offenses)	Felony	Submit to Capital Metro for review if less than 10 years from date of release
		Class A or B Misdemeanor	Submit to Capital Metro for review if less than 7 years from date of conviction
		Class C Misdemeanor	Submit to Capital Metro for review if less than 5 years from date of conviction
	Crimes Against the Person - Sex Crimes	ALL	Submit to Capital Metro for review

Contractor may not assign an employee to provide Services if the employee has any conviction in the applicable job categories listed above, unless an exception is granted by the Authority in accordance with subsection (d).

(d) Contractor may request the Authority perform an individual assessment of a candidate with a criminal conviction meeting one of the above categories. In conducting an individual assessment the Authority's review will include, but not be limited to, the following factors:

- (1) The nature and gravity of the offense or conduct
- (2) The degree of harm caused by the offense or conduct
- (3) The time that has elapsed since the conviction or completion of probation or jail time
- (4) The nature of the job sought, including the job duties, environment and level of supervision
- (5) Any incorrect criminal history
- (6) Wrongful identification of the person
- (7) The facts and circumstances surrounding the offense or conduct
- (8) The number of offenses for which the candidate was convicted
- (9) The subsequent conviction for another relevant offense
- (10) The age of the person at the time of conviction or completion of probation or jail time
- (11) Evidence that the person performed the same type of work, post-conviction, with the same or different employer, with no known incidents of criminal conduct
- (12) The length and consistency of employment history before and after the conviction in a similar field as the current position sought
- (13) Rehabilitation efforts, e.g., education, treatment, training
- (14) Employment or character references and any other information regarding fitness for the particular position
- (15) Whether the person is bonded or licensed under any federal, state or local program or any licensing authority
- (16) The person's statement of the circumstances surrounding the offense and conviction and relevant factors is consistent with publicly available record related to the crime and conviction, and

(17) Any other factors deemed relevant in the consideration of a particular assessment.

At the time a request is made for an individual assessment, contractor must include the following documentation:

- the candidate's application/resume;
- a copy of the criminal conviction history, including those tried in a military tribunal;
- available court information related to the conviction;
- any publicly available information related to the offense and conviction;
- a statement from the candidate addressing any/all factors set forth above and explaining why the person is qualified for the assignment notwithstanding the conviction; and
- a statement from the candidate explaining why the person is an acceptable risk for the work to be performed by the candidate.

The Authority will provide a written decision to Contractor within five (5) working days of receipt of all required documentation from Contractor.

(e) Contractor will periodically conduct new criminal history background checks on all assigned personnel to ensure the preceding criterion are still met by the assigned personnel and notify the Authority if an employee has a subsequent conviction (or change in driving record, as applicable) that requires further review by the Authority using the criterion set forth above. The Authority reserves the right to request that the assigned individual be removed from performing work under this contract.

14. BADGES AND ACCESS CONTROL DEVICES

(a) Each contractor employee shall be required to wear a Capital Metro Contractor Photo Identification Badge at all times while on the Authority's premises. The badge will be provided by Capital Metro. If contractor employee loses or misplaces their badge, contractor will be charged a \$50.00 replacement fee for each lost or misplaced badge. This fee will be deducted from the contractor invoice. If contractor fails to return all badges provided for their employees upon completion of the contract or termination of the contractor's employee, contractor will pay a \$50.00 per badge fee deducted from their final invoice. Badges should be returned to the Project Manager. All requests for new and replacement badges must be submitted in writing by the Project Manager to the Manager of Security or Project Manager of Security

(b) Access Control Devices will be issued to contractor employees as necessary to perform the duties specified in the contract. Access Control Devices are not transferable between contractor employees. Contractor employees are prohibited from loaning Access Control Devices or providing access to an unauthorized person into restricted areas without prior arrangements with the Project Manager and the

Manager of Security or the Project Manager of Security. Lost Access Control Devices must be reported to the Project Manager, the Manager of Security or the Project Manager of Security immediately. If contractor fails to return all Access Control Devices provided for their employees upon completion of the contract or termination of the contractor's employee replacement cost shall be calculated at current market value to include labor and materials. Replacement key costs shall be deducted from the contractor current or final invoice. Misuse of Capital Metro key(s) may result in termination of the contract.

15. CHANGES

(a) Offerors are expected to examine the Schedule, Solicitation Instructions and Conditions, Contractual Terms and Conditions, all drawings, specifications, the Statement of Work, and all other provisions of, and exhibits to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of offers. Failure to do so shall be at the offeror's risk.

(b) The Authority may, at any time, by written order, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under the contract.

(c) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Authority.

15. TERMINATION FOR DEFAULT

(a) The Authority may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in either one of the following circumstances:

(1) if the Contractor fails to make delivery of the supplies or to perform the service within the time specified herein or any extension thereof; or

(2) if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.

(b) In the event the Authority terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Authority for any excess costs for such

similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent, if any, it has not been terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, the following: acts of God or of the public enemy, acts of the Authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; provided, however, in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the Authority, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Authority in the manner and to the extent directed by the Authority (i) any completed supplies and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Authority, protect and preserve property in possession of the Contractor in which the Authority has an interest. Payment for completed supplies delivered to and accepted by the Authority shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Authority and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and the Authority. Failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the disputes clause of this contract. The Authority may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Authority determines to be necessary to protect the Authority against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be those provided in the Termination for the Convenience of the Authority Clause hereof. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the disputes clause of this contract.

(f) The rights and remedies of the Authority provided in this clause shall not be exclusive and are in addition to any

other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

(g) As used in paragraph (c) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

16. TERMINATION FOR CONVENIENCE

The Authority may, whenever the interests of the Authority so require, terminate this contract, in whole or in part, for the convenience of the Authority. The Authority shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

(a) The Contractor shall incur no further obligations in connection with the terminated work, and, on the date set forth in the notice of termination, the Contractor will stop work to the extent specified. The Contractor also shall terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Authority may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the Authority. The Contractor must still complete the work not terminated by the notice of termination and may incur such obligations as are necessary to do so.

(b) The Authority may require the Contractor to transfer title and deliver to the Authority in the manner and to the extent directed by the Authority: (i) any completed supplies; and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The Contractor shall, upon direction of the Authority, protect and preserve property in the possession of the Contractor in which the Authority has an interest. If the Authority does not exercise this right, the Contractor shall use its best efforts to sell such supplies and manufacturing materials.

(c) The Authority shall pay the Contractor the following amounts:

(1) contract prices for supplies or services accepted under the contract;

(2) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages), less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(3) costs of settling and paying claims arising out of the termination of subcontracts (these costs must not include

costs paid in accordance with subparagraph (2) of this paragraph); and

(4) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract.

(5) The total sum to be paid the Contractor under this section shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under this paragraph, and the contract price of work not terminated.

17. CONTRACTOR CERTIFICATION

The Contractor certifies that the fees in this Agreement have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

18. DRAWINGS AND OTHER DATA

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Authority and may be used in any manner by the Authority and without additional compensation to the Contractor. The Authority shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under Section 201(b) of Title 17, United States Code. With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights or establish any claim under the design patent or copyright laws. The Contractor, for a period of three (3) years after completion of the project, agrees to retain all works developed in the performance of the contract and to furnish all retained works to the Authority upon the Authority's request. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

19. STANDARDS OF PERFORMANCE

The Contractor shall perform all work hereunder in compliance with all applicable federal, state, and local laws and regulations. The Contractor shall use only licensed personnel to perform work required by law to be performed by such personnel.

20. INSPECTIONS AND APPROVALS

(a) All work performed by Contractor or its subcontractors or consultants shall be subject to the inspection and approval of the Authority at all times, but such approval shall not relieve Contractor of responsibility for the proper performance of the Services. Contractor shall provide sufficient, safe, and proper facilities at all times for such inspection of the work

and shall furnish all information concerning the work and give the Authority or its representatives free access at all reasonable times to the facilities where the Services are performed.

(b) "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(c) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards and the contract requires.

(d) The Authority has the right to inspect and test all services called for by this contract, to the extent practicable, at all times and places during the term of the contract. The Authority shall perform inspections and tests in a manner that will not unduly delay the work.

(e) If any of the services do not conform with contract requirements, the Authority may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Authority may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails promptly to perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Authority may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of such service or (2) terminate the contract for default.

21. SUSPENSION OF WORK

(a) The Authority may order the Contractor in writing to suspend all or any part of the work for such period of time as the Authority determines to be appropriate for the convenience of the Authority.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended or delayed by an act of the Authority in the administration of this contract, or by the Authority's failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

(c) No claim under this clause shall be allowed (1) for any costs incurred more than twenty (20) days before the Con-

tractor shall have notified the Authority in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

22. FEDERAL, STATE AND LOCAL TAXES

Personal property furnished or used in this contract will be exempt from the Limited Sales and Excise and Use Tax imposed by Chapter 20, Title 122A, Taxation-General, Revised Civil Statutes of Texas, and certain other taxes. Contractor shall obtain instructions for the issuance of and exemption certificate from the local office of the State Comptroller of Public Accounts or other tax offices. Any such taxes included on any invoice or voucher received by the Authority shall be deducted from the amount of the invoice or voucher for purposes of payment.

23. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. Offeror shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall retain and make available to the Authority records showing compliance with this Section and with Section 32.0 for three (3) years after completion of a project, or until an audit is completed and all questions, claims, disputes, negotiations, and other actions arising therefrom are resolved, whichever occurs last. Additional retention periods may be required as appropriate and stipulated in writing.

24. CONFLICT OF INTEREST

(a) Reference is made to Exhibit B, Representations and Certifications, Code of Conduct, which is incorporated herein and made a part of this contract. Capitalized terms used in this clause and not otherwise defined shall have the meanings as described to them in the Code of Conduct.

(b) Contractor represents that no Employee has a Substantial Interest in Contractor or this contract, which Substantial Interest would create or give rise to a Conflict of Interest. Contractor further represents that no person who has a Substantial Interest in the Contractor and is or has been employed by the Authority for a period of two (2) years prior to the date of this contract has or will (1) participate, for Contractor, in a recommendation, bid, proposal or solicitation on any Authority contract, procurement or personnel administration matter, or (2) receive any pecuniary benefit from the award of this contract through an ownership of a Substantial

Interest (as that term is defined in Section II, subsections (1) and (3) of the Code of Conduct) in a business entity or real property.

(c) Contractor agrees to ensure that the Code of Conduct is not violated as a result of Contractor's activities in connection with this contract. Contractor agrees to immediately inform the Authority if it becomes aware of the existence of any such Substantial Interest or Conflict of Interest, or the existence of any violation of the Code of Conduct arising out of or in connection with this contract.

(d) The Authority may, in its sole discretion, require Contractor to cause an immediate divestiture of such Substantial Interest or elimination of such Conflict of Interest, and failure of Contractor to so comply shall render this contract voidable by the Authority. Any willful violation of these provisions, creation of a Substantial Interest or existence of a Conflict of Interest with the express or implied knowledge of Contractor shall render this contract voidable by the Authority.

(e) In accordance with section 176.006, Texas Local Government Code, "vendor" is required to file a conflict of interest questionnaire within seven business days of becoming aware of a conflict of interest under Texas law. The conflict of interest questionnaire can be obtained from the Texas Ethics Commission at www.ethics.state.tx.us. The questionnaire shall be sent to the Authority's Contract Administrator.

25. GRATUITIES

The Authority may cancel this Agreement, without liability to Contractor, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any agent or representative to any Authority official or employee with a view toward securing favorable treatment with respect to the performance of this Agreement. In the event this Agreement is canceled by the Authority pursuant to this provision, the Authority shall be entitled, in addition to any other rights and remedies, to recover from the Contractor a sum equal in amount to the cost incurred by the Contractor in providing such gratuities.

26. PUBLICATIONS

All published material and written reports submitted under this project must be originally developed material unless otherwise specifically provided in the contract document. When material, not originally developed, is included in a report, it shall have the source identified. This provision is applicable when the material is in a verbatim or extensive paraphrased format.

27. REQUEST FOR INFORMATION

(a) The Contractor shall not provide information generated or otherwise obtained in the performance of its responsibilities under this contract to any party other than the Authority and its authorized agents except as otherwise provided by this contract or after obtaining the prior written permission of the Authority.

(b) This contract, all data and other information developed pursuant to this contract shall be subject to the Texas Public

Information Act. The Authority shall comply with all aspects of the Texas Public Information Act.

(c) The Contractor is instructed that any requests for information regarding this contract and the Deliverables shall be referred to the Authority.

28. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

(a) All reports, charts, schedules, or other appended documentation to any proposal, the contents of basic proposal or contracts, any responses, inquiries, correspondence, and all material submitted as part of the proposal shall become the property of the Authority upon receipt.

(b) All documents, reports, data, graphics and other materials produced under this contract shall become the sole possession of the Authority upon receipt and payment, subject only to Contractor's professional obligation to maintain copies of its work product.

29. LIMITATION OF LIABILITY

In no event shall the Authority or its officers, directors, agents or employees be liable in contract or tort, to Contractor or its subcontractors for special, indirect, incidental or consequential damages, resulting from the Authority's performance, nonperformance, or delay in performance of its obligations under this contract, or the Authority's termination of the contract with or without cause, or the Authority's suspension of the Services. This limitation of liability shall not apply to intentional tort or fraud. Contractor shall include similar liability provisions in all its subcontracts.

30. LAWS, STATUTES AND OTHER GOVERNMENTAL REQUIREMENTS

Contractor agrees that it shall be in compliance with all laws, statutes, and other governmental provisions, regulations or standards prevailing during the term of this Agreement. Contractor shall obtain any permits or licenses necessary for the performance of the Services.

31. CLAIMS

In the event that any claim, demand, suit, or other action is made or brought by any person, firm, corporation, or other entity against the Contractor, the Contractor shall give written notice thereof, to the Authority within three (3) working days after being notified of such claim, demand, suit, or action. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action; the name and address of the person, firm, corporation, or other entity making such claim or instituting or threatening to institute any type of action or proceeding; the basis of such claim, action, or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail and shall be directly sent to the attention of the President/CEO, Capital Metropolitan Transportation Authority, 2910 East Fifth Street, Austin, Texas 78702.

32. ASSIGNMENT

This contract shall be binding upon the parties, their successors, and assignees; provided, however, that neither party shall assign its obligations or delegate its duties hereunder without the prior written consent of the other. Any attempted assignment or delegation without written consent shall be void and ineffective.

33. LICENSES AND PERMITS

The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed subcontractors to perform parts of the work.

34. NOTICE OF LABOR DISPUTES

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor immediately shall give notice, including all relevant information, to the Authority.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

35. PUBLICITY RELEASES

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work hereunder which the Contractor or any of its subcontractors desires to make for the purposes of publication in whole or in part, shall be subject to approval by the Authority prior to release.

36. INDEMNITY

The Contractor, and the Contractor's subcontractors and suppliers shall defend, indemnify and save harmless the Authority, its officers, agents and employees from and against all suits, actions or claims of any character, name or description (including the cost, expenses and reasonable attorney's fees) brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of or arising out of, or in connection with, any acts or omissions of the Contractor or any subcontractor or anyone directly or indirectly employed by or under the supervision of them in the performance of this Contract, and shall in all ways hold the Authority, its officers, agents and employees harmless from any such claims, losses or damages.

37. MAINTENANCE OF RECORDS

All associated records required by this contract or by law shall be maintained for three (3) years after completion of a project, or until an audit is completed and all questions, claims, disputes, negotiations, and other actions arising therefrom are resolved, whichever occurs last. Additional retention periods may be required as appropriate and stipulated in writing.

38. EXAMINATION AND RETENTION OF RECORDS

(a) The Authority and its representatives shall have audit and inspection rights described below.

(b) If this is a cost-reimbursement, incentive, time and materials, labor hour, or price redeterminable contract, or any combination thereof, the Contractor shall maintain, and the Contracting Officer and its representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. Such right of examination shall include inspection at all reasonable times at the Contractor's plants, or such parts thereof, as may be engaged in or maintain records in connection with the performance of this contract.

(c) If the Contractor submitted certified cost or pricing data in connection with the pricing of this contract or if the Contractor's cost of performance is relevant to any change or modification to this contract, the Authority and its representatives shall have the right to examine all books, records, documents, and other data of the Contractor related to the negotiation, pricing, or performance of such contract, change, or modification for the purpose of evaluating the costs incurred and the accuracy, completeness, and currency of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the costs incurred and the cost or pricing data submitted, along with the computations and projections used therein.

(d) The materials described in (b) and (c), above, shall be made available at the office of the Contractor at all reasonable times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under this contract, except that if this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any final settlement.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts exceeding \$25,000 hereunder, altered to reflect the proper identification of the contracting parties and the Authority under the prime contract.

39. EXCUSABLE DELAYS

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence

of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Authority in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless –

(1) the subcontracted supplies or services were obtainable from other sources;

(2) The Authority ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon the request of the Contractor, the Authority shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule or period of performance shall be revised, subject to the rights of the Authority under the Termination clause of this contract.

40. LOSS OR DAMAGE TO PROPERTY

The Contractor shall be responsible for any loss or damage to property including money securities, merchandise, fixtures and equipment belonging to the Authority or to any other individual or organization, if any such loss or damage was caused by Contractor or any employee thereof, while such employee is on the premises of the Authority as an employee of the Contractor.

41. CONTRACTOR CONTACT/AUTHORITY DESIGNEE

The Contractor shall provide the Authority with a telephone number to ensure immediate communication with a person (not a recording) anytime during contract performance. Similarly, the Authority shall designate an Authority representative who shall be similarly available to the Contractor.

42. QUALITY ASSURANCE

A daily review of the Contractor's scheduled work will be performed by the Authority. If work is deemed incomplete or unacceptable in any way, the Authority will determine and cause and require the Contractor to take corrective measures in accordance with the terms of the contract.

43. NONWAIVER OF RIGHTS

Failure or delay of the Authority (a) to insist in any one or more instances upon performance of any of the terms and

conditions of this contract or (b) to exercise any rights or remedies, or (c) to approve the Services shall not release Contractor from any of its obligations under this contract and shall not be construed as a waiver or relinquishment of the Authority's rights (a) to require strict performance of Contractor's obligations or (b) to require the future performance of any terms and conditions, but the Contractor's obligations with respect to such performance shall continue in full force and effect.

44. INTERPRETATION OF CONTRACT – DISPUTES

All questions concerning interpretation or clarification of this contract or the acceptable fulfillment of this contract by Contractor shall be immediately submitted in writing to the Authority's Contracting Officer for determination. All determinations, instructions, and clarifications of the Contracting Officer shall be final and conclusive unless the Contractor files with the Capital Metro President/CEO within two weeks after the Authority notifies Contractor of any such determination, instruction or clarification, a written protest, stating in detail the basis of the protest. The President/CEO shall consider the protest and notify the Contractor within two weeks of the protest filing of his final decision. The President/CEO's decisions shall be conclusive subject to judicial review. Notwithstanding any disagreement the Contractor may have with the decisions of the President/CEO, Contractor shall proceed with the Services in accordance with the determinations, instructions, and clarifications of the President/CEO. Contractor shall be solely responsible for requesting instructions or interpretations and liable for any cost or expenses arising from its failure to do so. Contractor's failure to protest the Contracting Officer's determinations, instructions, or clarifications within the two week period shall constitute a waiver by Contractor of all of its rights to further protest.

45. TOBACCO FREE WORKPLACE:

(a) Definitions:

(1) **Tobacco products:** Tobacco products include cigarettes, cigars, pipes, snuff, chewing tobacco, smokeless tobacco, dipping tobacco and any other non-FDA approved nicotine delivery device.

(2) **Capital Metro Property:** The following tobacco free workplace policy refers to all Capital Metro owned or leased property. Note that this includes all buildings, facilities, work areas, maintenance facilities, parking areas and all Authority owned vehicles.

(b) Policy:

Capital Metro is committed to providing a safe and healthy worksite and promoting the health and well-being of its employees. Personal health hazards related to tobacco products are numerous and have been well documented. The health hazards related to tobacco use impact both users and non-users who are exposed to second-hand smoke. We care about the health of each and every employee, and our intent is to provide all employees and visitors with a work environment conducive to good health.

(1) The purpose of this policy is to promote a healthy environment for all employees and visitors by:

- (i) Protecting employees and visitors from second hand smoke
- (ii) Encouraging tobacco users to quit tobacco use
- (iii) Lowering health plan costs

(2) Tobacco use is not permitted at any time, on Capital Metro owned or leased property, including personal vehicles parked in Capital Metro parking lots.

(3) There will be no designated tobacco use areas on Capital Metro owned or leased property, since no level of tobacco exposure is considered to be safe.

(4) Littering of tobacco-related products on the grounds or parking lots is also prohibited.

(5) Capital Metro strives to be a good neighbor in the community, and as such we discourage the use of tobacco products on the property of nearby businesses and residences.

46. ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of the solicitation (including any resulting contract), the inconsistency shall be resolved by giving precedence in the following order: (1) the Schedule; (2) Solicitation Instructions and Conditions; (3) Contractual Terms and Conditions; (4) other provisions of the contract whether incorporated by reference or otherwise; and (5) the specifications or statement of work.

47. GOVERNING LAW

The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue for any action shall lie exclusively in Travis County, Texas. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

48. ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

(a) This contract, in whole or in part, provides for the Contractor to **furnish Para Transit Services at North Base**. Further, this contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of **Para Transit Services at North Base**. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.5.

(b) For the purposes of this clause, the term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.

(c) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Authority in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

EXHIBIT E-1
ADDENDUM TO CONTRACTUAL TERMS AND CONDITIONS
FEDERALLY ASSISTED SUPPLY OR SERVICE CONTRACT

The Contractor clauses and provisions of this Exhibit apply to all Federally assisted supply and service contracts. These provisions supersede and take precedence over any other clause or provision contained within this contract which may be in conflict therewith.

1. EQUAL EMPLOYMENT OPPORTUNITY

This clause applies to all contracts, except contracts for standard commercial supplies or raw materials and construction. During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. This shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) The Contractor shall include the provisions of paragraphs (a) and (b) of this clause in every subcontract or purchase order except for standard commercial supplies or raw materials and construction.

2. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(a) It is the policy of the Authority and the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of 49 C.F.R Part 26 applies to this contract.

(b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The requirements of 49 C.F.R. Part 26, and the Authority's DOT approved Disadvantaged Business Enterprise (DBE) program are incorporated in this contract by reference. Failure by the Contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy, as the Authority deems appropriate.

3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION

(a) Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which

may require or involve the employment of laborers or mechanics shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess for forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(b) Violation, Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (a) above, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under the contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the provisions set forth in paragraph (a) above.

(c) Withholding for Unpaid and Liquidated Damages. The Authority shall upon the Authority's own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payroll and Basic Records.

(1) The Contractor or subcontractor shall maintain payroll records during the course of contract work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 209 C.F.R. 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Authority or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (d) above, and also a provision requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (d) above.

4. TITLE VI CIVIL RIGHTS ACT OF 1964

During the performance of this contract, the Contractor for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(a) Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations)), which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

(d) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directive issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Authority shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the Contractor under the contract until the contractor complies; and/or

(2) cancellation, termination or suspension of the contract, in whole or in part.

(f) Incorporation of Provisions. The Contractor shall include the provisions of paragraph (1) through (f) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Authority or FTA may direct as a means of enforcing such revisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Authority, and, in addition, the United States to enter into such litigation to protect the interests of the Authority and the United States.

5. CLEAN AIR AND WATER ACT

(a) Definitions:

(1) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

(2) "Clean air standards," as used in this clause means:

(i) any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738.

(ii) an applicable implementation plan as described in Section 110(d) of the Air Act [42 U.S.C. 7410(d)]; or

(iii) an approved implementation procedure under Section 112(d) of the Air Act [42 U.S.C. 7412(d)].

(3) "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

(4) "Compliance," as used in this clause, means compliance with:

(i) clean air or water standards; or

(ii) a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

(5) "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised, by a Contractor or subcontractor, sued in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

(6) "Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

(b) The Contractor agrees:

(1) to comply with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 3098 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract.

(2) that no portion of the work required by the prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) to use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) to insert the substance of this clause into any nonexempt subcontract, including this paragraph (b)(4).

6. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall recognize mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

7. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

8. BUY AMERICA PROVISION

This contract is subject to the Buy America provisions of the Surface Transportation Assistance Act of 1982, as amended, and the Federal Transit Administration's implementing regulations found at 49 C.F.R. Part 661. The provisions of that Act and its implementing regulations are hereby incorporated by reference into this contract.

9. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

This clause only applies to contracts in which materials, equipment, or commodities may be transported by ocean vessel in carrying out the terms of the contract. As required by 46 C.F.R. Part 381, the Contractor agrees:

(a) to utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates of United States flag commercial vessels; and

(b) to furnish within thirty (30) days following the date of loading for shipments originating with the United States, or within thirty (30) working days following the date of loading for shipments originating outside of the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to the Authority, (through the prime contractor in the case of a subcontractor's bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 7th Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project; and

(c) to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

10. FLY AMERICA

The Contractor agrees that international air transportation of any persons involved in or property acquired for the contract must be provided by U.S. flag air carriers to the extent service by these carriers is available, as required by the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. 40118, in accordance with U.S. GAO regulations, "Uniform Standards and Procedures for Transportation Transactions," 4 C.F.R. Part 52, and U.S. GAO Guidelines for Implementation of the "Fly America Act" B-138942, 1981 U.S. Comp. Gen. LEXIS 2166. March 31, 1981.

11. AUDIT AND INSPECTION OF RECORDS

(a) This clause is applicable if this contract was entered into by means of negotiation and shall become operative with respect to any modification to this contract whether this contract was initially entered into by means of negotiation or by means of formal advertising.

(b) The Contractor shall maintain records, and the Authority, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such Contractor, involving transactions related to the contract, for the purpose of making audit, examination, excerpts and transcriptions.

(c) The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that the Authority, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontract, for the purpose of making audit, examination, excerpts and transactions.

12. RESTRICTIONS ON LOBBYING

(a) The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in Section 301 of Public Law 101-121, as implemented by the Department of Transportation in 49 C.F.R. Part 20, and as those authorities may be hereafter amended.

(b) If a Standard Form LLL, "Disclosure Form to Report Lobbying," is required to be completed by the Contractor or subcontractor at any tier, such disclosure form shall be furnished to the Authority.

13. ACCESS REQUIREMENTS TO INDIVIDUALS WITH DISABILITIES

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 39;

(4) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 36;

(5) DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-10;

(7) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

14. CHARTER SERVICE OPERATIONS

If this is an operational service contract:

(a) the Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604. The Contractor is prohibited from providing charter service using federally funded equipment or facilities if there is at least one (1) private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation; and

School Bus Operators

(b) pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, the Contractor may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this contract. The Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission,

or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract associated with this contract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

16. PRIVACY ACT

(a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restriction and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the contract.

(b) The Contractor agrees to include the above clause in each subcontract associated with this contract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

17. NO OBLIGATION BY THE FEDERAL GOVERNMENT

(a) Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract associated with this contract. The clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

18. NOTICE OF FEDERAL REQUIREMENTS

(a) The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in Capital Metro's grant agreement with the FTA, (Form FTA MA (2) dated October, 1995), as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

(b) The Contractor is advised that Federal requirements applicable to this contract as set forth in federal law, regulations, policies, and related administrative practices may change during the performance of this contract. Any such changes shall also apply to this contract.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS – FTA CIRCULAR 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Capital Metropolitan Transit Authority (Capital Metro) requests, which would cause Capital Metro to be in violation of the FTA terms and conditions.

20. SEISMIC SAFETY REGULATIONS

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

21. DRUG-FREE WORKPLACE PROGRAM

(a) As used in this clause:

(1) "Alcohol" means ethyl alcohol and any beverage containing ethyl alcohol.

(2) "Controlled substance(s)" means a substance, including a drug and an immediate precursor listed in Schedules I through V of Subchapter A of the Texas Controlled Substances Act, Tex. Rev. Civ. Stat. Ann. Articles 481.032 - 481.036. These substances include, but are not limited to, marijuana, heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its deriva-

tives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, methadone, cocaine, Quaaludes, amphetamines, "exotic/designer" drugs, benzodiazepines, Seconal, codeine, barbiturates, Phenobarbital, or Valium.

(3) "Safety sensitive task" means each category of work performed at a construction workplace which, if performed by a person impaired by the effects of alcohol or a controlled substance:

(i) would pose a serious risk of death or personal injury to the employee or others in the vicinity; or

(ii) could compromise the quality of the construction in such manner as would impose a significant public safety risk in the operation of the Authority's public transportation system.

(4) "Drug-free workplace" means a site for the performance of work done in connection with the Authority's construction contract at which employees are prohibited from using alcohol or from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

(5) "Employee" means an employee of a Contractor or subcontractor who may be directly engaged in the performance of work under the Authority's construction contract.

(6) "Reasonable suspicion" means the presence or absence of specific criteria identified in the Contractor's drug-free workplace program (indicating the possibility that a person is under the influence of alcohol or a controlled substance) as observed by the Contractor's supervisory personnel with reasonable training in the identification of such criteria.

(b) The program shall provide for mandatory drug testing of employees who are to perform safety sensitive tasks under the following circumstances:

(1) All employees will be tested prior to assignment to the Authority's construction project to ascertain the use of controlled substances if the employee will be performing safety sensitive tasks; and

(2) When there is a reasonable suspicion that an employee is under the influence of alcohol or a controlled substance at the workplace; and

(3) When an employee has been involved in an accident or unsafe practice (as defined in the Contractor's safety program) at the workplace.

(c) The program may, at the Contractor's discretion, include mandatory employee drug testing under the following circumstances:

(1) As part of or as a follow-up to counseling or rehabilitation for controlled substance use; or

(2) As part of a voluntary employee drug testing program.

(d) A random testing procedure to detect the use of alcohol or a controlled substance by employees performing safety sensitive tasks is required as part of the Contractor's pro-

gram for the purpose of preventing or deterring hazardous performance. The procedure shall require that, at a minimum, five percent (5%) of the Contractor's employees will be randomly tested within the contract period or within each year of the contract period, whichever period is shorter.

(e) All testing by or on behalf of the Contractor because of a requirement in the Authority's contract shall be conducted only for employees engaged (or to be engaged) in safety sensitive tasks and only for use of alcohol or a controlled substance and shall be conducted in a manner and under written policies that minimize the intrusion on the employee's privacy and personal dignity. This provision shall not preclude the Contractor from adding its own additional testing requirements.

(f) The Contractor shall publish a statement notifying employees that the use of alcohol at the workplace or the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by employees at any time is prohibited and specifying the actions that will be taken against employees for violations of such prohibition.

(g) The program must require each employee who will perform a safety sensitive task, prior to working under the Authority's contract to:

(1) Acknowledge in writing the Contractor's drug-free workplace program; and

(2) Give advance written consent to any drug testing that may be conducted under the Contractor's program and the use of test results for decisions related to employment, disciplinary action, or continued employment. The Contractor will agree, in connection with the employee's consent that the results of testing for alcohol and controlled substances will not be voluntarily referred to any law enforcement agency. If the Contractor is subject to a collective bargaining agreement:

(i) the procedure for obtaining the individual employee's acknowledgment and consent must be consistent with the Contractor's obligations under the collective bargaining agreement; and

(ii) employees shall have the right to be accompanied by a union representative when any specimen is obtained for testing.

(h) The Contractor will establish a drug-free awareness program to inform its employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees who refuse to submit to required testing and for other violations of the drug-free workplace program including, but not limited to, being unable to remain employed at the workplace until approval to return is obtained from the Authority.

(i) The Contractor's drug-free workplace program shall,

at a minimum, include:

(1) Policies and procedures for specimen collection, chain of custody for specimens, laboratory qualification standards, laboratory analysis procedures, quality control requirements, and test result reporting procedures which substantially conform to the material requirements of the Mandatory Guidelines for Federal Workplace Drug Testing Programs promulgated by the U.S. Department of Health and Human Services in effect on the date of award of the Authority's construction contract.

(2) Procedures for the Contractor's employees to report their use of prescription drugs used in the course of medical treatment or which have been prescribed and authorized for use by a licensed medical practitioner.

(3) The criteria the Contractor will use for "reasonable suspicion" testing.

(4) The levels of alcohol or controlled substances which will be used in conjunction with a determination that an employee is "under the influence" or is "impaired by the effects of" alcohol or controlled substance(s).

(j) The Contractor shall display a notice, prominently placed near each entrance to the workplace, stating that, by entering the premises, persons are consenting to an inspection of themselves and their property including, but not limited to, their clothing, vehicles, briefcases, lunch boxes, tool boxes, purses, and packages.

(k) The Contractor agrees to use its best efforts to establish and maintain a work environment free of use by employees of alcohol or controlled substances through implementation of paragraph (b) through (j) of this clause. The Contractor shall prepare and maintain records in sufficient detail to demonstrate compliance with the requirements of this clause including, but not limited to, certifications from subcontractors and records of drug or alcohol tests conducted during performance of the contract. Such records shall be subject to inspection and audit by the Authority, and the Contractor's noncompliance may authorize the Authority to withhold all or any portion of any payments due the Contractor until the Contractor demonstrates compliance.

(l) A Drug-Free Workplace Program clause identical to this clause (except for changes appropriate for designation of the parties), including this subparagraph (l) will be included in every subcontract entered into in connection with this contract.

**22. RECYCLED PRODUCTS; 42 U.S.C. 6962
40 CFR Part 247, Executive Order 12873**

(a) Applicability to Contracts

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of

one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

(b) Flow Down

These requirements flow down to all contractor and subcontractor tiers.

(c) Recovered Materials

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**23. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS; 49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215**

(a) Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

(b) Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

(c) Transit Employee Protective Provisions

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(i) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for

those projects are set forth in subsections (b) and (c) of this clause.

(ii) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(iii) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

EXHIBIT F Revised-3
CONTRACTED PARATRANSIT SERVICES – NORTH BASE
SCOPE OF SERVICES

1. CONTENTS OF SCOPE

Due to the complex and lengthy nature of this solicitation a framework of this Scope of Services is provided in this section to better identify the content elements of the document.

1. CONTENTS OF SCOPE
2. DEFINITIONS
3. CAPITAL METRO PARATRANSIT BACKGROUND
4. OVERVIEW OF PARATRANSIT OPERATIONS
5. OVERVIEW OF SCOPE
6. PROVISION OF SERVICE
7. PRE-SERVICE DAY OPERATIONS
8. SERVICE DAY OPERATIONS
9. PLAN SUBMITTAL REQUIREMENTS
10. NORTH BASE SERVICE PROVIDER FACILITY
11. FACILITIES LOCATIONS
12. VEHICLE SERVICE HOURS (VSH)
13. PRICING METHOD & STRUCTURE
14. SERVICE PERFORMANCE INDICATORS
15. ORGANIZATION & PERSONNEL REQUIREMENTS
16. GENERAL PERSONNEL
17. VEHICLE OPERATOR EXPECTATIONS, CONDUCT, & DRESS
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21. SERVICE ADMINISTRATION & REPORTING
22. TECHNOLOGY
23. VEHICLES
24. VEHICLE MAINTENANCE
25. MAINTENANCE OVERSIGHT

2. DEFINITIONS

Acceptance: Written documentation of CMTA's determination that the Service Provider's Work has been completed in accordance with the Contract.

Accident, Vehicle:

- Collisions that cause damage to CMTA-branded vehicle
- As a result of a vehicle accident, a passenger is transported by EMS, an employee (Capital Metro or contractor) is injured (WC), regardless of damage
- Collisions where claimant calls in a claim for property damage/injury due to a CMTA reported vehicle accident
- Collisions with pedestrians hit by a Capital Metro vehicle if injury is claimed

Accident, Passenger:

- Passenger transported due to injury on CMTA-branded vehicle
- Passenger making a claim due to injury on CMTA-branded vehicle that can be substantiated

Actual Vehicle Arrival Time: The time that the vehicle arrives at the ride origin or destination and is ready for boarding or alighting.

Actual Vehicle Departure Time: The time that the vehicle departs the origin or destination.

Actual Vehicle Drop-Off Time: The time that the vehicle arrives at the ride destination and is ready for alighting.

ADA: The Americans with Disabilities Act of 1990.

ADA Paratransit Eligible: The status given to a person who has been authorized to use ADA Paratransit services due to a disability or medical condition, which limits or prevents them from independently using accessible bus service some or all of the time as defined in the ADA.

ADA Paratransit Service Plan: A service plan, including regular updates, submitted to the FTA in compliance with regulation 36 CFR Part 1192 detailing how CMTA provides the ADA mandated services.

The Authority: Capital Metropolitan Transportation Authority or CMTA.

Attendant: May also be referred to as a Personal Care Attendant (PCA). A person traveling as an aide, such as a personal care attendant, requested by a person with a disability to facilitate travel and having the same origin and destination as the person with a disability.

AVL: Automatic Vehicle Locating system.

Board or Board of Directors (BOD): The guiding body responsible for making policies relative to the operation, control and management of CMTA. It is authorized to hire the President/CEO and others necessary to operate the Authority effectively.

Boarding: The transportation of a rider, companion or attendant from a point of origin to a single destination, each individual counting as a separate boarding. Used interchangeably with "rider".

Breaks: Any interval of time a run that has commenced revenue service is taken out of service for any reason.

Business Day: Monday through Friday between the hours of 8 a.m. to 5 p.m., excluding CMTA recognized holidays.

Cancel at the Door: A passenger cancels a trip in person when the driver shows up to make the pick-up. This is considered as a "no show" under the passenger no show policy as outlined in the MetroAccess Rider guide.

Cancellation: A trip that is canceled after it has been created.

Capital Metropolitan Transportation Authority: CMTA operates bus, paratransit and commuter rail services for Austin and several suburbs in Travis and Williamson counties. CMTA was established by a referendum on January 19, 1985, to provide mass transportation service to the greater Austin metropolitan area. Voters in Austin and the surrounding areas approved the creation of the agency, to be funded in part by a 1 percent sales tax. CMTA commenced operations on July 1, 1985, and took over the existing city of Austin bus services in 1986.

CMCS (database): The complaint and commendation database used in this Contract.

Companion: A person (who may or may not be registered with MetroAccess) other than a PCA traveling with an ADA eligible customer and having the same origin and destination as the MetroAccess eligible passenger.

Conditional Eligibility: An ADA paratransit service level where passengers are required to use fixed route services unless certain conditions or barriers are present that prevent them from doing so. Conditionally eligible passengers are only authorized to use MetroAccess when the limiting conditions are present.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between CMTA and the Service Provider for completion of the Work under the Contract.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with CMTA for the performance of Services or Work under the Contract, commonly referred to in this particular contract as the "Service Provider".

Control Center: Comprises three functions of the MetroAccess paratransit program currently operated by CMTA employees. These three functions are Reservations, Scheduling and Dispatch.

Curb-to-curb (C2C): Vehicle operators are only required to assist passenger into and out of the vehicle. Operators are not required to provide assistance beyond the curb of the origin or destination.

Customer: The MetroAccess eligible passenger.

DBE: Disadvantaged Business Enterprise

Deadhead (Miles and Hours): The miles and hours that a vehicle travels when out of revenue service. Deadhead includes: leaving or returning to the garage or yard facility, or changing routes when there is no expectation of carrying revenue passengers.

Demand Trips (DEM): Eligible riders who call in requests for non-routine rides at least one (1) day and up to three (3) days in advance of the desired ride. Trips requested online or through the IVR may be requested up to six (6) days in advance.

Destination: The location where a rider and their companions and/or PCA will alight from a vehicle.

Dispatcher: An individual who maintains radio contact with vehicles used in providing service, records pick-ups and drop-offs of riders, cancellations at the time of pick up, no shows, any problems encountered and informs Schedulers of changes that will impact scheduling.

Dispatching: Issuing instructions and receiving communications to and from vehicle operators via radio contact & electronic manifests.

Door-to-door (D2D): vehicle operators assist passengers through the door of the origin and through the door of the destination; applies to non-residential locations only & vehicle operators are only able to go through one set of vestibule doors while maintaining line of sight of their vehicle. Operators are not permitted to enter any passenger's home.

Eligibility Evaluation Trip: Trips that are provided to the passenger free of charge to and from an eligibility appointment at the CMTA Eligibility and Mobility Training Center (EMTC).

Eligible Rider: A person pre-registered with MetroAccess as authorized to use MetroAccess ADA paratransit transportation.

FTE: Full-time employee equivalent

Fare: CMTA determined cost to the rider for a ride on any mode of Transportation provided by CMTA.

Fixed Route Services: Transit service operated by Capital Metro in which a vehicle is operated along predefined pathways on a fixed time schedule.

Furnish: To supply and deliver any items, equipment or material under this Contract.

General Manager: The individual designated by the Service Provider to manage the project on a daily basis and who may represent the Service Provider Contract administration.

Hand-to-hand (H2H): MetroAccess vehicle operators providing this level of service must make contact with an appropriate person when meeting the passenger at the trip origin and dropping that passenger off at the trip destination (i.e. caretaker, guardian) to hand over custody of the passenger. This service is provided to passengers who have a demonstrated need to not be left alone at any point in time.

Incident: Any unusual happening (excluding vehicle accident or passenger accident) involving MetroAccess property, property used in providing MetroAccess service, personnel or rider that results in or has the potential to result in property damage, personal injury or denial of service to a rider for misconduct, or any other occurrence that may result in disruption of MetroAccess service.

Individual Subscription Ride: A ride in which an individual goes between the same origin and destination a minimum of one (1) time per week.

ITS: Intelligent Transportation System refers to an end-to-end real-time dispatching and automated vehicle location system provided by ACS Transportation Management Solutions. The system is installed on MetroAccess revenue vehicles at the South Base only.

IVR: Interactive Voice Response system. Automated telephone system allowing passengers to manage trips and access their account information.

Late Cancellation: When a passenger cancels a trip less than one hour before the 30-minute trip window opens. This is considered as a "no show" under the passenger no show policy as outlined in the MetroAccess Rider guide.

LAN: Local Area Network

Manifest: Written record of trip information in sequential order required for the vehicle operator's transportation pick-up and drop-off instructions, including scheduled and actual times.

MetroAccess: CMTA's paratransit transportation service operated under the policies set forth in CMTA's ADA Paratransit Service Plan.

MetroAccess ID number: The unique MetroAccess passenger identification number assigned by CMTA.

MetroAccess Monthly Pass: Pass issued or recognized by CMTA as valid tender for a single individual to ride on MetroAccess service during the month indicated on the card.

MDD: Mobile Data Device. A portable device or computer that allows digital communication between a vehicle and a central office.

Missed Service: The length of time cut or not covered from a run as scheduled by Capital Metro.

Missed Trip: A trip that is not completed in its entirety, transporting the wrong customer, a trip for which the customer is dropped off at an incorrect or unauthorized drop off location, or where the arrival time is more than one (1) hour after the close of the operating window.

Non-Preventable Accident: A collision in which the vehicle operator did everything reasonably possible to avoid the collision.

No Show: When a vehicle arrives for a passenger inside the trip window and the passenger does not board the vehicle within five (5) minutes. If a vehicle arrives before the opening of the window then the five minute clock does not begin until the window opens.

On Time: Within fifteen (15) minutes before to fifteen (15) minutes after the scheduled time of the trip.

Origin: The location where a rider boards a vehicle at the beginning of each ride.

Operating Window: A thirty (30) minute timeframe when a passenger must be ready to board the vehicle within 5 minutes. The window begins fifteen (15) minutes before and ends fifteen (15) minutes after the scheduled pick up time.

Overflow Trip: When a ride is provided by a taxi or other contracted overflow provider at the direction of the CMTA Control Center.

Passenger: Any person being transported.

Personal Care Attendant (PCA): A person designated specifically to provide individual assistance to the passenger.

Preventative Maintenance Inspection (PMI): The PMI includes the Inspection, the Repetitives, and the PM Repairs. A PMI is a scheduled event of condition based inspection and maintenance of vehicle systems, components and functions against established criteria. The Repetitives are a mileage and time based set of maintenance tasks and steps that are performed after the Inspection, and before the PMI repairs. The PMI Repairs are those repairs generated from the list of defects from the Inspection. All repairs are to be completed prior to the vehicle being returned to service. All work is to be completed in accordance with the standards identified in the Scope of Services. Once a vehicle begins its PMI, it is to remain out of service until all repairs are complete.

Preventable Accident: A collision in which the vehicle operator did not do everything reasonably possible to avoid the collision.

Price per vehicle service hour: The dollar amount charged to CMTA for each hour of MetroAccess service provided by the Service Provider in a CMTA-branded vehicle.

Productivity Rate: Average number of one-way trips provided per Vehicle Service Hour.

Provide: Furnish without additional charge.

Reservation Agent: May also be referred to as a MetroAccess Call Center Agent; an individual who responds to requests for transportation and informs a rider of the disposition of the ride request.

Return Trip: Second leg of a round trip

Road Call: Any perceived or real mechanical failure for which a revenue vehicle cannot continue in service; a mechanic is sent to the revenue vehicle; and/or the revenue vehicle is sent to a mechanic - regardless of whether service was missed.

Round Trip: When a passenger returns to the point of origin from a single destination within the same day (Note: all paratransit trips are considered an individual trip so neither trip is dependent on the other).

Same Day Scheduler: An individual responsible for reviewing service on the road and making changes to trips and routes to account for delays, no-shows, weather and traffic conditions.

Scheduler: Personnel responsible for reviewing and organizing future trips in an efficient manner onto runs.

Scheduled Drop-off Time: Drop-off time agreed to by the rider and reservation agent, at the time of the ride request

Scheduled Pick-up Time: Pick-up time agreed to by the rider and reservation agent, at the time of the trip request

Scope of Work (SOW): A section of the Contract consisting of written descriptions of Services to be performed or the technical requirements to be fulfilled under this Contract contained within the Scope of Work section.

Service Animal: An animal that is individually trained to do work or perform tasks for a person with a disability.

TTY or TDD: Telecommunication display device, also known as a "text telephone." This device enables persons with hearing and speech impairments to send and receive typed messages via telephone. May also be called "TT."

Total Hours: Total hours recorded including vehicle service hours, hours incurred during breaks, fueling, scheduled and unscheduled maintenance period and training.

Total Miles: Total miles recorded on the vehicle including vehicle service hours, miles incurred during breaks, fueling, scheduled and unscheduled maintenance periods and training.

TRAPEZE, Inc.: The current owner/developer of the PASS software utilized by MetroAccess' CMTA Control Center and Service Providers.

Trapeze PASS: Paratransit Automated Scheduling System (PASS), a product from the Trapeze Software company.

Trip: The transportation of a rider(s) from a point of origin to a single destination. Each registered passenger counts as a single trip. One trip may also include a companion and/or an attendant from a point of origin to a single destination.

Upgrade: Subsequent releases of any Software and Documentation that generally have a new major version number, i.e. version 6.3 to version 7.0, not 6.3 to 6.4. Technical or functional additions to any Software to improve Software Functionality and/or operations.

UPS: Uninterrupted Power Supply

VSM: Vehicle Service Miles. The mileage from the time a vehicle leaves the base to the time the vehicle returns to the base less miles incurred during breaks, fueling and scheduled and unscheduled maintenance periods.

Vehicle Breakdown: Anytime a mechanical failure occurs during revenue service.

Vehicle Operator: Synonymous with driver. Direct-hire employees of the Service Provider with whom CMTA contracts service; Employees who operate vehicles transporting passengers.

Vehicle Service Hours (VSH): The time a vehicle leaves its base for the first passenger pick-up of the vehicle operator's shift or service day, to the time it arrives at its base from the last passenger drop-off of the vehicle operator's shift or service day. Not included as part of VSH are breaks, pre-trip inspection time, and scheduled and unscheduled maintenance periods (vehicle breakdowns).

WAN: Wide Area Network

Work: Everything to be provided and done for the fulfillment of the Contract which shall include any Software, Hardware and Services specified under this Contract, including Contract Changes and settlements.

3. CAPITAL METRO PARATRANSIT BACKGROUND

Capital Metropolitan Transportation Authority (hereinafter "CMTA" or "the Authority") is a public agency responsible for providing mass transit service within the City of Austin and the surrounding communities of Leander, Lago Vista, Jonestown, Manor, San Leanna, Volente, and Point Venture, as well as the unincorporated area of Travis County within Precinct 2 and the Anderson Mill area of Williamson County.

CMTA provides paratransit service called "MetroAccess" in response to the requirements of Title II of the Americans with Disabilities Act (ADA) of 1990. The MetroAccess ADA Paratransit Program is for persons who have a disability or medical condition which limits or prevents them from independently using accessible bus service some or all of the time as defined in the ADA. Persons certified by CMTA under this program may ride MetroAccess within $\frac{3}{4}$ miles of CMTA's non-commuter fixed route bus service on the same days and during the same hours as the fixed route service in their area. This includes weekends and late nights in many areas of the CMTA service area. Paratransit service may be offered to passengers outside of the ADA service area on a limited basis, but all trips will begin and end within the CMTA service area.

All of CMTA's revenue service (bus, paratransit and rail) are provided through contract with private service providers. This practice is consistent with the requirements set forth in Senate Bill 650, passed by the Texas Legislature in 2011.

4. OVERVIEW OF PARATRANSIT OPERATIONS

- 4.1 CMTA provides ADA complementary paratransit service through a coordinated mix of CMTA employees and service providers. CMTA is responsible for coordinating these resources to provide high quality and sustainable paratransit service called "MetroAccess".
- 4.2 **Program Management:** CMTA's MetroAccess employees oversee multiple Service Provider contractors throughout the service area. MetroAccess also operates the Eligibility Department and the Control Center to coordinate paratransit service. This division is also responsible for all other duties required to successfully operate CMTA's ADA Paratransit program including, but not limited to: budgeting, annual reporting, public outreach, service planning, regional coordination, inventory control, complaint resolution, and federal compliance.
- 4.3 **Eligibility Department:** CMTA's MetroAccess division operates this department and is responsible for determining eligibility for ADA paratransit service, determining passenger service levels, providing travel training and maintaining the integrity of passenger account information.
- 4.4 **CMTA Control Center:** The CMTA Control Center is comprised of Reservations, Scheduling and Dispatch for CMTA's MetroAccess ADA paratransit services.

- 4.4.1 The CMTA Control Center is responsible for receiving all requests for customer trip requests based on the appropriate level of eligibility granted to the customer by the Eligibility Department. The CMTA Control Center then coordinates the provision of services by efficiently scheduling trips to one of the various MetroAccess Service Providers.
- 4.4.2 The CMTA Control Center determines which specific run a customer is scheduled on and which Service Provider shall provide the trip. When the scheduling function is done, it is the responsibility of the CMTA Control Center to communicate with the various Service Providers as to what level of service will be required for the next day of service and to provide their manifest of trips through the Trapeze PASS system.
- 4.4.3 On the day of service, the CMTA Control Center is responsible for coordinating quality and on-time service among all Service Providers and processing no shows.

4.3 Service Providers

- 4.3.1 There are multiple Service Providers operating MetroAccess paratransit trips for CMTA.
- 4.3.2 Service Providers are responsible for daily deployment and return of vehicles and vehicle operators.
- 4.3.3 Service Providers are responsible for managing their own fleet, vehicle operators, maintenance, supervisors, technology and safety program under the terms and conditions outlined within this Contract.
- 4.3.4 CMTA shall provide schedules and access to Trapeze PASS. In addition, CMTA shall provide access to trip manifest data sufficient to populate the service provider's MDD implementation via CMTA's existing PassMon interface.
- 4.3.5 Service Providers are defined by facility location for this contract. Facility location does not implicitly nor explicitly guarantee trips will be assigned to Service Providers by the Control Center based on origin or destination. Facility locations are identified in the following way:
 - 4.3.5.1 **North Base Service Provider:** This is the service being solicited. The successful bidder will supply staffing, facility, small paratransit vehicles and equipment. The service provider will provide real-time GPS-enabled vehicle data communications equipment (MDD) to be used in all revenue vehicles. MDD equipment shall pull the location of each vehicle in revenue service a minimum of one time per minute and at each arrive, perform or communication event with either CMTA Control Center or service provider's dispatch.
 - 4.3.5.2 **South Base Service Provider:** This SERVICE IS NOT BEING SOLICITED and is currently provided by MV Transportation. This base is located at 509 Thompson Lane in Austin and provides an estimated 23,200 service hours per month with a mix of Champion lift-equipped vehicles, sedans and/or small paratransit accessible vehicles.

4.4 Contracted Security Force

- 4.4.1 CMTA only provides on-site security personnel to monitor building access for CMTA owned facilities, grounds or buildings.
- 4.4.2 All contractor employees are expected to visibly wear a CMTA issued badge while on CMTA grounds, inside all CMTA buildings, and while providing services to CMTA customers.
- 4.4.3 All contractor employees will comply with directions given by security department personnel including producing issued access control badges upon demand.
- 4.4.4 Visitors must be escorted while on CMTA grounds or inside CMTA buildings.

4.5 Contracted Local Law Enforcement

- 4.5.1 CMTA contracts with off duty sworn police officers to provide police assistance for incidents that occur during daily operations.
- 4.5.2 CMTA expects Service Provider's Dispatch to utilize available internal police force for incidents which include but are not limited to: disorderly conduct, passenger intoxication, criminal trespass, theft of services, use of drugs, smoking on CMTA controlled property, vandalism, suspicious activity, suspicious packages and vehicle towing.
- 4.5.3 Major incidents where passengers, vehicle operators or the public are in imminent harm or danger should be called into 911. After reporting to 911, CMTA's internal police should also be dispatched. Major incidents include but are not limited to: passenger, operator or public need of medical assistance, assault, fighting on the vehicle or on CMTA controlled property, display and/or use of weapons, bomb threats or threats against the public.

5. OVERVIEW OF SCOPE

- 5.1 Service Providers shall deliver CMTA with a fully functional MetroAccess ADA Paratransit operation as outlined in this RFP. This North Base service will operate limited weekday and weekend hours as outlined in this document. Unless explicitly stated as a CMTA responsibility, the Service Provider is responsible for all equipment, supplies, staff, efforts and management services necessary to operate a high quality public transportation service. The Service Provider will provide all personnel necessary to perform the Scope of Services and all other goods and services necessary to deliver the services described herein.
- 5.2 The Service Provider shall work with CMTA to ensure a well-coordinated transition from existing services. The service provider must work with CMTA to provide paratransit customers with a seamless transition that aims to provide customers with high-quality and uninterrupted service throughout this process.
- 5.3 Service Providers shall receive trip schedules from the CMTA Control Center on a daily basis and shall send out MetroAccess-branded vehicles with well-trained vehicle operators to provide trips. The Service Provider shall transport MetroAccess passengers in accordance with CMTA approved MetroAccess policies in the most courteous, safe and efficient manner possible.
- 5.4 The Service Provider shall maintain a dispatch function at their base to manage daily deployment and return of vehicles and vehicle operators. The Service Provider Dispatch shall be responsible for communicating with their vehicle operators directly for nearly all operational issues such as passenger issues, location issues, lost vehicle operators, vehicle breakdowns, accidents, incidents, and other similar issues. The Service Provider Dispatch shall also communicate directly with the CMTA Control Center's Radio Dispatch regarding vehicle and vehicle operator availability, schedule adherence, and any other operational issues that impact service. CMTA will provide TrapezePass scheduling/dispatch software and radio equipment to the Service Provider Dispatch for communications to the operators.
- 5.5 The Service Provider shall transport passengers with a comfortable, clean, safe, and secure environment during all phases of their trip. The Service Provider shall endeavor to provide the systematic approach necessary to provide reliable service with compassion and understanding, and provide the support services in maintenance, operations and administration to meet passenger needs. The Service Provider shall ensure that its employees respond to passenger inquiries and requests in a positive, prompt and appropriate manner.
- 5.6 The Service Provider shall make recommendations to the CMTA Contract Performance Manager about operational or process changes as they become apparent. The Service Provider is expected to work with CMTA in the ongoing development of "Policies and Procedures" which will establish and maintain operating methods, procedures and protocols for all to follow. The Service Provider shall be open to change, development and flexibility in order to achieve an integrated, smoothly operating MetroAccess transportation service. Participation in regular coordination meetings with CMTA, CMTA Control Center and other Contracted Service Providers is required.
- 5.7 CMTA shall consistently refine the service delivery process in order to ensure that the highest possible quality of service is provided. Given the nature of this project, CMTA is seeking firms that

will bring a “can-do attitude” and significant paratransit management expertise to the program. The project may undergo revisions and modifications to operating and administrative requirements as it is implemented and developed. CMTA is looking for firms that will work cooperatively with CMTA on these changes. It will not be acceptable for Service Providers to react to every suggestion of a change or modification of their procedures with resistance. Firms should view this project as a team effort and strive for decisions which result in a “win-win” outcome.

- 5.8 Demand for service may increase or decrease over the term of the Contract. Although a reasonable effort has been made to establish service level estimates, it is not possible to precisely determine demand at any given point in time. Due to the demand responsive nature of this system, the Service Provider is not guaranteed a minimum or maximum number of trips during the term of this Contract.
- 5.9 Mobilization: Contractor will provide an implementation/mobilization schedule necessary to perform the services including all of the key elements and resources necessary to guarantee uninterrupted services on the date established for contracted services to begin (Schedule will be based on the anticipated contract award date of December 2013 and the contracted services to begin May 2014). The mobilization plan must be provided with the proposal.

6. PROVISION OF SERVICE

- 6.1 **Demand Response Trips:** Service Provider shall transport ambulatory and transferable wheelchair, MetroAccess customers (hand-to-hand, door-to-door, or curb-to-curb as specified) in accordance with CMTA approved MetroAccess policies and in the most courteous, safe, and efficient manner possible.
- 6.2 **Paratransit Eligibility Trips:** Applicants who wish to be considered for MetroAccess service must attend an in-person interview and possible functional assessment conducted by CMTA Eligibility Staff located at 209 W. 9th Street in downtown Austin, Texas. These round trips are provided at no cost to the applicant. Evaluation trips will require the Service Provider’s Dispatch to call the Eligibility Department 5 to 10 minutes before the vehicle arrives at the facility. Vehicle operators performing these trips may also be required to provide information about the applicant’s pickup location. These trips will be within the CMTA service area, but may not always be within the ADA corridor.
- 6.3 **Transfer Trips:** CMTA is one of many transportation providers in the greater Austin area. Therefore, regular travel between other transportation service areas in the region may occur, requiring transfer between the various providers. In addition, CMTA has established “transfer points” at several transit center locations in CMTA, where passengers are brought to transfer onto other transit vehicles in order to consolidate transportation demand. When passengers are to be dropped off at a transfer point but the receiving transfer vehicle has not arrived, the vehicle operator must notify the CMTA Control Center and wait with the passenger until the other transfer vehicle arrives.
- 6.4 **Feeder-to-Fixed Route Trips:** Passengers who have barriers getting to the fixed route service but can successfully ride fixed route service upon reaching an accessible zone or station may receive “feeder-to-fixed-route” service. MetroAccess vehicles will provide the paratransit service to the passenger at either end of their fixed route trip, when required. This service requires coordination by the CMTA Control Center with fixed route and train schedules both in scheduling and service delivery.
- 6.5 **Open Return Trips:** Trips offered by MetroAccess to provide additional flexibility to passengers who may not know an exact time of when their return trip will be needed. The trips will be scheduled with an estimated time before the day of service, but may be rescheduled by the CMTA Control Center throughout the day of service per the passengers’ request. These schedule changes will be updated and sent directly to the Service Provider’s mobile data device.
- 6.6 **Standby Trips:** Trips provided on the same day as requested. MetroAccess will provide standby trips only when excess capacity exists at the time of the request, when an error occurs in service that is no fault of the passenger, or when a passenger is stranded at a location other than their home. CMTA reserves the right to grant other kinds of standby trips on a case-by-case basis.
- 6.7 **Hours of Service:** MetroAccess provides transportation comparable to non-commuter, fixed-route service. CMTA uses several maps, called service area boundaries, that describe the times and areas served. While transportation is currently provided seven (7) days a week and 24 hours a day, the service area will expand and diminish with changes in the amount of fixed route service available

(i.e. more service during peak commute times). The North Base service provider will NOT be required to provide service during all of the MetroAccess hours of service. The hours of service to be provided by the North Base will be limited to the hours outlined in the section of this document titled "Vehicle Service Hours"

- 6.8 **Holiday Service:** Holiday Service generally offers a reduced level of trips in a smaller service area over a corresponding reduced fixed route service area. The number of runs to be operated is determined during the week prior to the holiday and will reflect a comparable level of service provided on the fixed route bus system. Holiday Service will likely be provided on eight (8) CMTA recognized holidays per year:

HOLIDAY	DATE OBSERVED
New Year's Day	January 1 st
Martin Luther King, Jr. Day	Third Mon. in January
Memorial Day	Last Mon. in May
Independence Day	July 4 th
Labor Day	First Mon. in September
Thanksgiving Day	Fourth Thurs. in November
Day After Thanksgiving	Fri. following Thanksgiving
Christmas Day	December 25 th

- 6.9 **Adverse Weather/Emergency Conditions:** Regular service may be suspended in any area due to adverse weather or other emergency conditions. CMTA may also make other exceptions for events such as civil disruptions or natural disasters.

6.9.1 When this occurs, the Service Provider shall ensure that vehicle operators are available to meet emergency service needs and critical trips. Service Provider shall develop, implement, and maintain a program to respond to emergencies and routine problems that may occur. Occurrences include, but are not limited to:

- Passenger injuries
- Disturbances
- Illness
- Vehicle failures
- Inclement weather
- Accidents
- Detours
- Employee Injuries
- Strike/Walkout/Work Slowdown

6.9.2 The general areas of responsibility for managing and supporting service in adverse weather or other emergencies are as follows:

- Contact CMTA for service level definition.
- Determine level of service available for the day and notify CMTA management.
- Provide status reports of service changes and roadway conditions throughout the day.

6.10 **Fares, Collection, Recording, Handling, and Reconciliation**

6.10.1 No cash fares are accepted from MetroAccess customers. Fares in the form of a MetroAccess ticket or monthly pass, or other media as approved by CMTA shall be collected and processed for each:

- Eligible rider, regardless of age
- Companion six (6) years of age and older

6.10.2 Fares shall not be charged for:

- Personal Care Attendants (PCAs)
- Companions age five (5) and under

- Service Animals

- 6.10.3 The Service Provider's vehicle operators are responsible for collecting or verifying a valid fare media from each passenger upon boarding. This includes verifying each pass for each passenger each time they ride (passengers may not share the same pass). Vehicle operators must also check each passenger for a valid MetroAccess ID card when validating fare.
- 6.10.4 The Service Provider's vehicle operators are responsible for recording the fare presented by each passenger or companion, and any non-payments, directly onto the mobile data device and/or manifests. Vehicle operators shall turn in all collected tickets at the end of each shift.
- 6.10.5 Monthly Fare Reporting, from each vehicle, for each date is to be counted and subtotaled as to number of tickets, number of passes, number of non-payments or other fare media assigned by CMTA. This information shall be reported in a format specified by CMTA. Service Providers must securely destroy all fare media collected once it has been reconciled.
- 6.10.6 CMTA may choose to implement smart card technology or other alternative fare media at any time during this Contract at the cost of CMTA. As with all new technology integrations that may occur under this Contract, the Service Provider is expected to take an active role with CMTA in testing and validating new technologies at no additional cost to CMTA.

7. PRE-SERVICE DAY OPERATIONS

- 7.1 Runs have established start times, as determined by a regular run bidding process; however, these times may be flexed by the CMTA Control Center to within 60 minutes before or after the regularly assigned time to meet operational requirements. Flexing of the start time does not automatically shorten nor extend the run end time. The CMTA Control Center shall provide the Service Provider with the total number of runs, run start times, and run end times by 18:00 the day before the service is to be provided. The CMTA Control Center shall provide final Service Provider manifests electronically by 20:00 the day before service is provided. The Service Provider is expected to provide adequate staffing and vehicles to avoid any service delay on the day of service. In the event of an electronic failure, the Control Center may provide an alternate format for manifest information to the effected Service Provider, but it is the Service Provider that is responsible for coordinating this effort with the Control Center.
- 7.2 The Service Provider may use an on-site scheduler to review and adjust only the trips assigned to their manifests after 20:00 and one hour prior to the beginning of the service day. The on-site scheduler function allows the Service Provider the opportunity to adjust runs with a goal of increasing productivity, managing on-time performance, adjusting trip order and improving customer satisfaction.
- 7.3 Service providers may not reschedule runs to begin before their start times nor extend past their times as established at 18:00 by the Control Center on the evening before. CMTA reserves the right to consolidate or expand runs and/or to release a vehicle operator early on the day of service.
- 7.4 Service Provider must ensure that all vehicle and vehicle operator information is accurately updated in Trapeze and/or any other applicable software as soon as possible, but no later than the time at which the vehicle operator reports for their run assignment.

8. SERVICE DAY OPERATIONS

- 8.1 Daily service will be managed through the combined efforts of the CMTA Control Center Radio Dispatch in coordination with the Service Provider's dispatch.
- 8.2 The Service Provider is required to have a transportation supervisor on duty and dispatch operations during all hours that a vehicle is in service under this contract. The CMTA Control Center will only address service day situations as outlined within this section while all other service day situations shall be addressed by the Service Provider's dispatch.

- 8.3 The CMTA Control Center Radio Dispatch will make adjustments to increase the system-wide overall productivity. Manifests will be electronically adjusted by the CMTA Control Center through the mobile manifest data device throughout the service day to allow the CMTA Control Center to optimize the scheduled runs. The goal is to ensure on-time provision of MetroAccess paratransit service and allow for schedule adjustments.
- 8.4 The vehicle operator shall ensure the MetroAccess customer is picked up within the operating window listed on their manifest. The Service Provider's dispatch is responsible for assisting vehicle operators with routing, location, building, gate, passenger and any other issues that may cause a delay.
- 8.5 If a vehicle operator arrives at a pick up location early and the customer is prepared and willing to depart early, the vehicle may do so. The vehicle operator is never allowed to coerce a passenger to leave before the thirty (30) minute operating window opens. If the vehicle operator is running one (1) minute behind schedule or is more than thirty (30) minutes ahead of schedule, they shall notify CMTA Control Center dispatch. Trips may only be removed, reordered or added by the CMTA Control Center.
- 8.6 In addition to early and late notifications, the vehicle operator is also responsible for notifying CMTA Control Center dispatch in the event of:
- 8.6.1 **Cancel at Door:** When the vehicle operator arrives at the pickup location (within the 30 minute operating window) and makes contact with the customer and is informed that the customer does not wish to travel. The vehicle operator must log this occurrence with CMTA Control Center dispatch and provide details of the occurrence before continuing on the run.
- 8.6.2 **Passenger not ready:** When a vehicle operator makes contact with a customer within the 30 minute operating window, but the customer is not ready to go within five (5) minutes (i.e. attempting to board the vehicle), the trip will be declared a Cancel at Door. The vehicle operator must log this occurrence with CMTA Control Center dispatch and provide details of the occurrence before continuing on the run.
- 8.6.3 **No Show:** When the vehicle operator arrives within the 30 minute operating window and the passenger does not board the vehicle within five (5) minutes. The vehicle operator must log this occurrence with CMTA Control Center dispatch and provide details of the occurrence before continuing on the run.
- 8.7 The Service Provider's dispatch will serve as a backup to the Control Center's dispatch as needed. This could include taking over all dispatch duties related to North Base trips in the event of a major system failure or when specifically asked to do so by CMTA. The Service Provider's dispatch may be required to take over all dispatch duties for North Base operations in late evenings or other periods of time when trip volumes are extremely low.
- 8.8 When vital trip information (i.e. odometer counts, pick up and drop off times, fare collection, number of passengers, etc.), and add-on trip information (including customer name and pick up/drop off street addresses) is not reliably or accurately being recorded by the mobile data device, the vehicle operator shall communicate this information in detail for manifest reconciliation by the Service Provider. It is the responsibility of the Service Provider to reconcile all missing or incorrect data into Trapeze. This should be done on the day of service if possible but must be complete within two (2) business days after the service is performed.
- 8.9 In the event of an accident, incident, or any other event which may cause a significant delay in service, the vehicle operator shall contact the Service Provider dispatch immediately. Depending on the severity of the event, the Service Provider's dispatch will contact the proper authorities, the Service Provider's first responders, the passenger's emergency contact and coordinate with CMTA Control Center dispatch. CMTA Control Center dispatch shall coordinate the transfer of passenger trips or activate additional runs as needed.
- 8.10 The Service Provider Transportation Supervisors shall respond to the scene of an accident or incident per the procedures outlined in the corresponding section of this solicitation. Details on the current contractor's process can be seen in Attachment # 1 "Accident and Incident Procedures".

- 8.11 The Service Provider shall comply with CMTA & MetroAccess policies and procedures for lost and found items (Attachment 1a), passenger evaluations (Attachment 1b), location evaluations (Attachment 1c), lost passengers (Attachment 1d), IT system failures (Attachment 1e) and fare collection procedures (Attachment 1f). Additional procedures will be provided as necessary.

9. PLAN SUBMITTAL REQUIREMENTS

- 9.1 All plans referenced in the scope of service (Exhibit F) requested by CMTA shall be submitted by the Service Provider and approved by CMTA no less than thirty (30) days prior to the start of service unless the plan has a specified due date. A summary of required plans and due dates can be found in Attachment # 2.
- 9.2 Failure to submit the required plans thirty (30) days before the start of service or by each plan's specific due date shall result in a \$250 disincentive per day for each plan not submitted within the defined time period. Disincentives shall be deducted from monthly invoices at the discretion of CMTA. The Service Provider may not be allowed to begin service until all plans are submitted and approved by CMTA.

- 10. North Base Service Provider Facility** (to be obtained by the North Base service provider with CMTA approval): The Service Provider must acquire and pay for an operations base location within the North Austin Corridor that is located within the ADA service area and within proximity of high concentrations of MetroAccess passengers. This cost will be incorporated into the service provider's pricing. CMTA will make the final approval of the location. Should the facility and location not be approved by CMTA during evaluation/selection process, the Service Provider shall have the opportunity to make corrections to proposed facility site or procure alternative solution. See Attachment # 3 (Map) preferred facility location.

- 10.1 The facility proposed by the contractor for this service is to be of size to adequately provide for office space, parking, maintenance and fueling for the support of and provision of services under this contract. The proposed facility cannot be a current CMTA facility. The facility should not be a shared facility without an adequate plan for separation and accounting for North Base specific assets. The facility is to be fenced, lighted and capable of being secured. The facility shall provide for the activities and functions of contractor's staff and employees in support of the operation of the service and maintenance of the vehicles as required under this contract. The facility must have adequate parking for revenue vehicles and personal cars without the use of street parking.

10.1.1 The facility is to be equipped with gasoline storage and dispensing equipment that allows for daily refueling of revenue and non-revenue vehicles. Fueling facilities must meet all codes and law. CMTA will provide and pay for the fuel required to provide the service. Contractor will: supply the fuel storage equipment, supply the fuel dispensing equipment, monitor fuel inventories, order fuel, receive fuel, perform reconciliations for deliveries, meet all city and TCEQ requirements, monitor and record all fuel dispensed by vehicle by day and report to CMTA in an approved format.

10.1.2 If the revenue vehicle maintenance is proposed to be performed on site, an appropriate area is to be dedicated to this function, consistent with industry practices.

11. OTHER FACILITY LOCATIONS

- 11.1 Current facilities are intentionally located within CMTA's current ¾ mile Paratransit ADA service area, because nearly all MetroAccess trips will be provided within the area; however there are no formal provider-specific service area boundaries. All Service Providers are expected to provide transportation services throughout the CMTA service area as needed.

11.1.2 **South Base Service Provider Facility:** CMTA facility located at 509 Thompson Lane.

11.1.3 **Administration Facility:** Facility located at 624 North Pleasant Valley Road.

- MetroAccess management, contract oversight & administrative functions.

11.1.4 **Eligibility Department & Mobility Training Center:** Located at 209 W 9th St

- Paratransit eligibility assessment center
- Travel Training & Tether Strap Program headquarters

12. VEHICLE SERVICE HOURS (VSH)

12.1.1 Vehicle Service Hours (VSH): The basic measure for service levels and variable unit of compensation in the Contracts; the time a vehicle leaves from its base as scheduled to pull out for the first passenger pick-up of the vehicle operator's shift or service day, to the time it arrives at its base from the last passenger drop-off of the vehicle operator's shift or service day. Pre-trip inspection time as well as scheduled and unscheduled maintenance periods are not included as part of Vehicle Service Hours.

12.1.2 The Service Provider is responsible for ensuring compliance with all applicable laws and regulations related to employee work times. Fueling time, vehicle breakdown time, employee drug testing, and other non-revenue service related times are not part of a VSH. CMTA will use Trapeze data to verify these records. It is the responsibility of the Service Provider to ensure accurate data is recorded into the CMTA Trapeze system.

12.1.3 The target number of service hours will be determined by the CMTA Control Center Manager and Contract Performance Manager. These hours may increase or decrease according to service demand.

12.1.4 Service for the North Base is scheduled to operate:

- Weekdays - 4:30 am to 9:00 pm
- Weekends - 6:00 am to 6:00 pm

12.1.5 The CMTA Control Center prepares run bids (usually in the spring, fall, and winter) which maximize system resources. Run shift times determine the general start time and duration of runs, but can vary by up to one hour, on a daily basis. Runs shall pullout at the scheduled pull out time. CMTA reserves the right to adjust runs, cancel runs, or prepare an entirely new run bid as service demands change. Adequate advance notice shall be given to the Service Provider.

12.2 Adjustment in Vehicle Service Hours (VSH)

12.2.1 Service Providers shall run the number of Vehicle Service Hours specified by CMTA as scheduled by the CMTA Control Center. The scheduled pull out time for each run shall not be adjusted by the Service Provider unless authorized by the Control Center. The CMTA Control Center shall have the ability to make daily adjustments to the number of daily service hours to be operated predicated by demand.

12.2.2 CMTA may for any reason adjust the allocation of Vehicle Service Hours of any or all Service Providers higher or lower, depending upon efficiency, price, productivity, service quality, ride demand and adherence to the terms and conditions of their Contracts.

12.3 Projected Ten Year VSH:

12.3.1 The following table contains the projected vehicle service hours for the North Base Service Provider. These are projections for a maximum of **ten (10)** years and 5 (five) months, and do not constitute a guaranteed number of Vehicle Service Hours. Distribution of service among Service Providers is subject to change during the life of the Contract. Year one of the contract will be 17 months long to allow CMTA to align this contract with the Agency's fiscal year cycle.

12.3.2 The table below displays the annual distribution of Vehicle Service Hours. These are projections/estimates and do not constitute guaranteed Vehicle Service Hours. Distribution of service between Service Providers is subject to change.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

Estimated Annual Service Hours by Contract Year	Base Year 1 (17 Months) 2014-2015	Base Year 2 2015-2016	Base Year 3 2016-2017	Base Year 4 2017-2018	Base Year 5 2018-2019	Option Year 6 2019-2020	Option Year 7 2020-2021	Option Year 8 2021-2022	Option Year 9 2022-2023	Option Year 10 2023-2024
North Base	130,000	92,500	93,000	93,500	94,000	94,500	95,500	96,000	96,500	97,000

Table 1 – MetroAccess Vehicle Service Hour (VSH) Projections

12.3.3 Capital Metro reserves the right to adjust service at any time. Modifications to services may include, but are not limited to, extending, deleting or adding routes, or parts of routes, and expanding or decreasing scheduled vehicle hours. Scheduled vehicle hours are determined by Capital Metro.

12.3.4 Using the estimated base of hours provided in the above table as the baseline of anticipated service level, Service Providers are to include in their proposal at what increment (of service hours) their proposed pricing will increase or decrease. Pricing schedules must be included for each increment provided, and are detailed in Exhibit A and Exhibit A-1-Revised-1.

13. PRICING METHOD & STRUCTURE

13.1 Service Preparation Charges: Service preparation period, or start up charges, are those expenses incurred by the Service Provider from the date of award through the first day of service. Service preparation charges should be spread over the term of the contract and incorporated into the fixed costs detailed in Exhibit A-1-Revised-1.

13.2 Fixed Monthly Cost: A fixed monthly cost will be billed uniformly throughout the life of the contract each month. The cost is intended to cover those expenses (i.e., management and administrative salaries, benefits, office supplies, profit, standard liability insurance) in each of the Vehicle Service Hour ranges outlined in Section 12 of Exhibit F. This cost will not be affected by the number of VSH delivered until the numbers fall outside the maximum or minimum of the range identified for each Service Provider. (See Exhibit A-1-Revised-1).

13.3 Variable Rate: In addition to the fixed monthly cost, the Service Provider shall be paid a variable rate for other expenses necessary to provide transportation services. This shall include compensation for all hourly staff (including vehicle operators, supervisors, administration, maintenance staff wages, overtime, training, and benefits) and shall be calculated on the basis of how many Vehicle Service Hours are dispatched by the CMTA Control Center, and delivered by the Service Provider.

13.4 The variable rate for service will be billed according to actual VSH delivered. (See Exhibit A-1-Revised-1). CMTA may adjust, at any time, the allocation of VSH of any or all Service Providers higher or lower, depending upon efficiency, price, productivity, service quality, ride demand, changes in fixed route scheduling, and or changes in policy.

14. SERVICE PERFORMANCE INDICATORS

14.1 Performance Indicator Overview

14.1.1 Performance measures are included in this contract in order to provide the highest level of service possible. CMTA reserves the right to monitor the Service Provider in their performance of the Contract to ensure adherence to all performance specifications.

14.1.2 The Service Provider is expected to meet or exceed the performance metrics as outlined in this contract on a (overall average) monthly basis unless otherwise specified in this

contract. Should the Service Provider exceed or fall short of acceptable standards, payments to the Service Provider will be adjusted from the total original invoice. Adjustments are based on the incentive or disincentive percentage indicated in the contract.

- 14.1.3 The Service Providers are expected to meet the requirements of this Contract by delivering all service scheduled by the CMTA Control Center. This includes during times of service delay such as vehicle breakdowns, accidents, adverse weather or similar service interruptions. In the event of a widespread disruption that results in the suspension of service refer to Section 6 of Exhibit F under the "Adverse Weather/Emergency Conditions" section. The Service Provider shall submit a Service Contingency Plan in accordance with the requirements defined in Section 9 of Exhibit F.
- 14.1.4 Service demand may change from day to day. Start and/or end times for each schedule may vary; therefore the Service Provider shall ensure that its work assignments allow for this variability. The Service Provider shall ensure that sufficient flexibility is built into its staffing plans to adjust to the scheduling requirements on a day-to-day basis.
- 14.1.5 CMTA will meet with the Service Provider to determine a set of performance goals for the upcoming year. Operational measures may include on time performance, customer complaints, vehicle and passenger accidents, miles between road calls and productivity.

14.2 On Time Performance (OTP)

- 14.2.1 "On time" is defined as when a MetroAccess customer is picked up within the operating window. At the time of the initial trip request, the customer (or individual requesting the trip) shall be informed what the operating window will be. For example: A pick-up scheduled on the vehicle manifest as 10:15, the operating window is between 10:00 and 10:30. Vehicles arriving at or before 9:59 are early; vehicles arriving at or after 10:31 are late. Where CMTA does not assign a scheduled pick up time for a trip, the Service Provider shall make a reasonable attempt to pick up the customer within one (1) hour of the requested pick up time.
- 14.2.2 The on time performance (OTP) goal for a pick up is 95% but a disincentive does not occur until the service provider falls below 92%. All customers shall be picked up no later than the end of the operating window. Service Providers are expected to manage vehicle operator work assignments and resources to attain 95% on time service delivery. Incentives and disincentives are outlined below:

OTP Level	Disincentive
92.00% - and Above	0%
90.00% - 91.99%	-0.25%
89.99% and Below	-0.50%

- 14.2.3 Passengers may be picked up before the opening of the operating window if the passenger agrees to do so, but this is the sole discretion of the passenger. This type of trip shall not be counted toward the Service Provider's OTP.
- 14.2.4 Service Provider may provide a list of trips for review in which the trips were late due to late scheduling by the CMTA Control Center and/or other conditions that are clearly proven to be beyond the Service Provider's control. Upon verification by CMTA, such trips shall not be counted toward the Service Provider's OTP.

14.3 Vehicle Performance Standards

- 14.3.1 The Service Provider is expected to properly maintain their vehicles to achieve a low number of unexpected road calls. Incentives and Disincentives are calculated per 100,000 vehicle total miles as outlined below:

Miles Between Mechanical Road Calls	Incentive/ Disincentive
30,001 and Above	0.25%
20,001 - 30,000	0%
12,001 - 20,000	-0.25%
12,000 and Below	-0.50%

14.4 Vehicle & Passenger Accident Rate

14.4.1 The rate for preventable vehicle accidents shall be no more than 1.70 per 100,000 total miles.

14.4.2 Incentives and disincentives shall be applied to the Service Provider's monthly invoice based on the ability to run a safe operation. Incentives and disincentives are calculated using the number of preventable vehicle accidents per 100,000 vehicle service miles as outlined below. A preventable accident is one in which the driver failed to do everything that reasonably could have been done to avoid the crash, as defined by the National Safety Council's Guide to Determine Motor Vehicle Accident Preventability. Final determination of preventability is at the sole discretion of Capital Metro.

Vehicle Accident Rate	Incentive/ Disincentive
0.80 and Below	0.25%
0.81 – 0.95	0%
0.96 – 1.80	-0.25%
1.81 and Above	-0.50%

14.4.3 The rate for preventable passenger accidents shall be no more than .25 per 10,000 passengers.

14.4.4 Incentives and disincentives shall be applied to the Service Provider's monthly invoice based on the ability to run a safe operation. Incentives and disincentives are calculated per 10,000 passenger boardings as outlined below:

Passenger Accident Rate	Incentive/ Disincentive
0.0	0.25%
0.01 - 0.85	0%
0.86 - 0.99	-0.25%
1.00 and Above	-0.50%

14.5 Vehicle Operator & Service Availability

14.5.1 The Service Providers shall ensure that it has an adequate number of vehicle operators available to provide service according to the schedules developed by the CMTA Control Center. Disincentives have been incorporated into this contract to ensure reliable run coverage.

14.5.2 Each vehicle operator shall leave base no later than the daily scheduled pull out time of the run. At least 95% of all runs shall depart on time. Incentives and disincentives are outlined below:

On Time Lot Leave	Disincentive
95.00% and Above	0%
92.00% - 94.99%	-0.25%
91.99% and Below	-0.50%

14.6 Missed Service

- 14.6.1 The Service Provider is required to provide a specific number of runs and VSH as identified by the CMTA Control Center by 18:00 the night before service. Failure to perform a portion of or an entire run as assigned by the CMTA Control Center will result in a disincentive based on the sum of cumulative hours missed per month. The disincentive for every thirty (30) minute increment of missed service shall be \$100.00.
- 14.6.2 Ongoing failure to provide runs and VSH by a Service Provider will be considered a material breach of contract.
- 14.6.3 A disincentive payment of \$100 per missed trip shall be applied to the monthly invoice. A missed trip is defined as a trip that is not completed in its entirety, transporting the wrong customer, a trip for which the customer is dropped off at an incorrect or unauthorized drop off location, or where the arrival time is more than one (1) hour after the close of the operating window.
- 14.6.4 CMTA requires the Service Provider to maintain a missed trip percentage of less than 0.05%. Failure to maintain this percentage will be considered a material breach of contract.
- 14.6.5 The disincentives in this section will not apply if the failure to perform is caused by an Excusable Delay in accordance with the provisions set forth in Exhibit E.

14.7 Complaints, Concerns & Commendations

- 14.7.1 In general most complaints, concerns and commendations are reported directly to CMTA. The Service Provider shall follow the Customer Call Report Procedure. This requires the Service Provider to investigate and resolve passenger complaints and comments regarding the service. The Service Provider will contact each complainant by telephone, or follow up with written correspondence when necessary. If an investigation is required, the Service Provider will conduct an investigation and the complainant will be contacted by telephone or written correspondence regarding the results of the investigation. (See Attachment # 4 Customer Call Report Procedure).
- 14.7.2 The Service Provider shall notify CMTA immediately of any complaint alleging employee misconduct such as inappropriate conversation, touching, assault, (physical or verbal), etc.
- 14.7.3 Customer Call Reports should be responded to within three (3) business days. Some cases involve multiple parties (Service Provider, CMTA Control Center, etc.). The CMTA standard is to close all cases within four (4) working days. All files shall be reviewed daily for pending responses. Failure to respond to a customer complaint by the start of the fifth (5th) business day will result in a \$50 charge per day and per occurrence.
- 14.7.4 CMTA will provide the Service Provider with CMCS software (or other customer service software replacement). CMTA will provide the Service Providers with instructions and training on the software used to collect and report passenger comments. The Service Provider shall designate a specific person(s) (action officer) to handle passenger comments/complaints.
- 14.7.5 Should the Service Provider receive passenger feedback, the comments shall be delivered to CMTA within 24 hours of receipt. In the unusual event of a manager or Transportation Supervisor receiving a comment, the Service Provider shall report all passenger contacts (comments, complaints and commendations) to CMTA within 24 hours of receipt. CMTA requires follow through on complaints received by CMTA regarding transportation. The Service Provider shall resolve any complaint received from CMTA using the Customer Call Report Procedure.
- 14.7.6 Occasionally there are priority cases. The Service Provider shall respond to fax, email or telephone inquiries within 24 hours. The Service Provider shall keep CMTA informed of investigations that take longer than 24 hours.

- 14.7.7 The Service Provider shall respond to requests by CMTA for information to assist in the investigation and resolution of a complaint. If requested, the Service Provider shall conduct their own internal investigation and provide CMTA with their written findings.
- 14.7.8 All complaints will be considered “chargeable” to the Service Provider for the basis of calculating the incentive or disincentive. Complaints will remain chargeable to the Service Provider unless clear evidence is presented to CMTA showing that the complaint was due to circumstances beyond the service provider’s control. The details of this process are outlined in the Customer Call Report Procedure.
- 14.7.9 The rate for chargeable complaints will be measured per 10,000 passenger boardings.
- 14.7.10 Incentives and disincentives are applied to Service Provider’s monthly invoice as outlined below:

Chargeable Complaint Rate	Incentive/ Disincentive
9.0 and Below	0.25%
9.1 – 11.0	0%
11.1 – 12.0	-0.25%
12.1 and Above	-0.50%

14.7.11 A disincentive will not be applied for complaints which are not directly attributable to the service provided by the Service Provider. Those in question will be reviewed jointly by the Service Provider and CMTA. CMTA shall have the final decision in each case.

15. ORGANIZATION & PERSONNEL REQUIREMENTS

15.1 Organization

15.1.1 Before starting any Work, the Service Provider shall submit to CMTA an organizational chart showing the proposed organization established by the Service Provider for the performance of the Work, including lines of authority, responsibility, and communication; and names, titles, and functions of all positions. This information shall be incorporated into the Startup Plan.

15.2 Workforce Requirements & Staffing Plan

15.2.1 The Service Provider shall be responsible for determining the direct staffing levels and salaries required to deliver the service assigned through the CMTA Control Center. The Service Provider shall also be responsible for ensuring that all MetroAccess policies and procedures are followed.

15.2.2 The Service Provider shall ensure that sufficient staff are hired and retained to meet this contract’s service requirements and remain in compliance with applicable State and Federal law. Following Authority approval of the Staffing and Personnel Plan, the Service Provider is contractually obligated to comply with that Plan throughout the Contract Term and may not change that Plan during the Contract Term without the prior written approval of CMTA.

15.2.3 On or before the Contract Start Date the Service Provider shall hire all necessary operators, maintenance personnel, and supervisory and administrative personnel as identified in its Staffing Plan.

15.3 Criminal History, Driving History and Motor Vehicle Requirements

The requirements for all personnel including drivers are located in Exhibit E.

15.4 Staff Conduct

15.4.1 The Service Provider (includes all staff and subcontractors) are expected to conduct themselves in a professional manner at all times when transporting or communicating with

a customer. The Service Provider staff is expected to be polite and courteous in their speech and manner including exercising patience and self-control even when others do not. When confronted with a disruptive or unruly customer or situation, staff and subcontractors are expected to follow the procedures outlined in the ADA sensitivity training class and any other instruction provided by the Service Provider or relayed to the Service Provider by CMTA related to complaints regarding their conduct.

- 15.4.2 All Service Provider staff performing services under this contract must wear a CMTA-issued identification badge at all times while on duty. This badge must be clearly visible at all times. Any staff member who has not yet received an official badge or who does not bring the badge to work must be provided a temporary ID by the Service Provider that clearly identifies the employee's name and job title.
- 15.4.3 Upon the request of CMTA, the Service Provider shall promptly remove from work any employee who CMTA considers unsuitable for such work or who has displayed any act of discourtesy, rudeness, use of profanity, or any other act deemed unacceptable by CMTA.

15.5 Key Personnel Staffing

- 15.5.1 The Service Provider shall assign Key Personnel to the Project in accordance with its Staffing and Personnel Plan. Key Personnel shall include, in addition to the General Manager, personnel who perform work in accordance with the job functions as outlined in this section of the Contract. Personnel identified in this contract as key personnel should have a minimum of four (4) years of experience performing a similar job function in a similar transit environment before being assigned to this contract.
- 15.5.2 CMTA must approve the General Manager assigned to this contract, as well as other Key Personnel. Key Personnel includes: the General Manager and the most senior person in charge of the following functional areas: service operations, vehicle maintenance, technology, and safety and training. One individual key staff member may be responsible for more than one functional area.
- 15.5.3 The Service Provider shall maintain the Key Personnel identified in its Staffing Plan throughout the Contract Term. All of the Service Provider's Key Personnel work hours shall be 100 percent dedicated to providing services for CMTA under this Agreement, unless otherwise approved in writing by CMTA. CMTA shall have the authority to direct the removal of any Key Personnel if it is determined that such individual is not performing the Work in a proper or skillful manner or that such removal is otherwise in the best interests of CMTA.
- 15.5.4 The requirements of this section shall not be construed to (1) restrict Service Provider authority to determine that more than the minimum number of employees identified in subsection (a) are needed to perform the Work; (2) impose a mandatory staffing level throughout the Contract Term; (3) limit the Service Provider's ability to manage the number of positions and size of workforce it determines to be necessary to perform the Work, consistent with its Staffing and Personnel Plan, as vacancies occur or as services are adjusted, during the Contract Term; or (4) restrict the Service Provider's ability to dismiss employees for cause during the Contract Term.
- 15.5.5 The Service Provider will fill vacant Key Personnel positions with CMTA approved persons within sixty (60) calendar days of such a position becoming vacant. For each day the position remains vacant, CMTA shall be issued a rebate equal to the cost of the salary and benefits for which such position is not filled beginning on day one (1) of the vacancy. A disincentive will be assessed for key positions that remain vacant for over sixty (60) days. Beginning on day 61 a \$1,000 per day disincentive will be assessed for a vacant General Manager position and a \$500 per day disincentive will be assessed for any other Key Personnel position that remains vacant. Unreasonable delays with filling key position vacancies caused solely by CMTA shall not be counted against the Service Provider.
- 15.5.6 In order to ensure the continuity of consistent high service standards over the life of this Contract, it is CMTA's expectation that the Service Provider shall retain qualified and experienced key personnel to perform services pursuant to the Contract requirements. It is CMTA's expectation that the Service Provider make every reasonable effort to retain the

services of the General Manager it names in its proposal to provide services pursuant to this Contract for a minimum of one (1) year from the Contract Start date.

- 15.5.7 The Service Provider shall ensure that its Key Personnel, including the General Manager, are sufficiently experienced, qualified and skilled to provide the service requirements established in this Contract at a high level of professionalism throughout the life of this Contract. In the event the Service Provider intends to replace the named General Manager, or other Key Personnel, CMTA shall be afforded notice and the opportunity to provide input regarding any proposed replacement. As such, the Service Provider shall submit to CMTA the resume and qualifications of a suitable replacement within thirty (30) days after notification of the General Manager's resignation or termination. The Service Provider agrees to give serious consideration to CMTA's input regarding any proposed Key Personnel replacements. The Service Provider's failure to provide a suitable General Manager, or Key Personnel, who is qualified and capable of satisfactorily providing the services required pursuant to this Contract, may result in termination of the Contract.
- 15.5.8 The Service Provider shall determine the appropriate assignment of Contract management staff to successfully implement the scope of this Contract. The General Manager shall be the Service Provider's representative for the administration of the Contract documents and the supervision of work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual recommended or proposed changes, CMTA shall accept commitments and instructions of the Service Provider only from the General Manager or a duly authorized representative of the General Manager as designated in writing.
- 15.5.9 In all aspects of managing this service, the Service Provider shall ensure that the Key Personnel exhibits a customer service focus and continuous commitment to improving the delivery of service. The Service Provider shall ensure that the Key Personnel exemplifies a "can do" attitude and belief in a team approach, fostering good communication with all parties involved with the use and delivery of MetroAccess service.
- 15.5.10 In the temporary absence of the General Manager, the Service Provider shall ensure that other designated supervisory personnel shall be assigned responsibility for proper operation of the service as set forth in this Contract. The Service Provider shall ensure that the General Manager or the designated supervisory personnel shall be available during all hours of service to make decisions and provide coordination as necessary.

16. GENERAL PERSONNEL

16.1 Vehicle Operators

- 16.1.1 CMTA recognizes that the strength of its transportation program is built upon the strength of its vehicle operators.

16.2 Dispatch

- 16.2.1 While some Radio Dispatching and data messages shall be handled by the CMTA Control Center, the Service Provider shall have a radio/dispatch position to coordinate services. Duties of this position are described in Attachment # 5 – Dispatch Call Scenario.

16.3 Transportation Supervisors

- 16.3.1 The Service Provider's Transportation Supervisors are the first line of response for all MetroAccess operational issues. It is vital to the success of the service provider to have adequate staff available to perform all of the duties required of this position. Transportation Supervisors respond to accidents and incidents. They also assist with ensuring that vehicle operators pull out from base on time, assist the CMTA Control Center dispatch in picking up late or missed customers, finding lost customers and all other duties required to provide great customer service. The Service Provider will provide qualified personnel in this capacity to fulfill the requirement at any hour that revenue vehicles are in service.

- 16.3.2 The Service Provider shall ensure that Transportation Supervisors perform regular observations of the vehicle operators while providing service to ensure satisfactory service delivery pursuant to the terms and conditions of this Contract. The Transportation Supervisors may also be used to investigate and assist CMTA with resolving passenger concerns.
- 16.3.3 The Service Provider's Transportation Supervisors may be called upon to investigate passenger concerns, evaluate passenger mobility aids, perform site evaluations of specific locations and submit documentation of findings to Capital Metro when applicable.
- 16.3.4 It is the expectation that most of a Transportation Supervisor's time will be spent on the road monitoring the service for safety and on time compliance, ensuring correct passenger assistance techniques are used, and conducting ride checks to ensure operator adherence to procedures. In rare cases, it may be expected for a Transportation Supervisor to respond to an emergency situation for a vehicle operator of a different service provider at the request of the CMTA Control Center or transport passengers when revenue vehicles are not available to transport.
- 16.3.5 CMTA reserves the right to reduce the Service Provider's monthly invoice appropriately for any Transportation Supervisor position left vacant for more than sixty (60) Days.
- 16.3.6 Transportation Supervisors shall be required to provide ad hoc support to CMTA, including the management of MetroAccess customers attending public meetings, assisting with public outreach activities, etc.
- 16.3.7 The Service Provider shall ensure there are qualified supervisory personnel available to physically respond (as necessary) to any accidents/serious incidents or other service disruptions during all hours of revenue service in accordance to contract requirements.
- 16.3.8 Transportation Supervisors are required to wear CMTA approved uniforms.

16.4 Vehicle Mechanics

- 16.4.1 The Service Provider will be responsible for staffing and directing the vehicle maintenance function to assure that there is a sufficient supply of safe, reliable and clean vehicles for service every day.

16.5 Technology

- 16.5.1 The Service Provider shall have designated staff member(s) to serve as a technology liaison between CMTA and the Service Provider. This job function provides support to the Service Provider operations to ensure stability, integrity and availability of all network resources, computers, applications, installations, and other systems in use by the Service Provider. This job function is also responsible for Service Provider user support and system health monitoring. The Service Provider shall ensure the reliable transmission of real-time trip information into the CMTA Trapeze PASS system. The Service Provider shall also provide and make use of existing and/or new hardware, software and personnel toward testing to ensure through accurate reconciliation of submitted data that real time data is being transmitted into the CMTA Trapeze PASS software system. This job function may not require full-time on-site staff.

16.6 On-site Scheduler

- 16.6.1 Service Provider shall have staff to provide the job function of an On-site Scheduler to assist the CMTA Control Center and increase the Service Provider's productivity. The On-site Scheduler assists in finalizing schedules for next day service and ensures vehicle operator and vehicle availability. The On-site Scheduler is responsible for communicating schedule and quality issues to the Service Provider's General Manager on issues related to the CMTA Control Center's scheduling department.

16.7 Suitable Personnel

- 16.7.1 The Service Provider's provision of qualified, capable and experienced personnel is essential to the performance of its contractual obligation as described herein. As such, failure to provide suitable personnel consistent with CMTA's contractual expectations as set forth herein shall be deemed a material breach of contract and subjects the Contract to immediate termination at CMTA's option. The Service Provider shall ensure that its employees are qualified, capable and suitable to perform the requirements of this Contract and CMTA reserves the right to provide input to the Service Provider in determining the suitability of any employee to continue performing the work pursuant to this Contract. The Service Provider shall provide all pertinent employee records regarding incidents/accidents, passenger complaints, etc., to CMTA as soon as possible upon request.
- 16.7.2 Employees assigned by the Contractor to work on CMTA's contract shall be deemed ineligible for rehire by another contract service provider of CMTA if their employment is involuntarily separated as a result of a drug and alcohol policy violation, safety or customer service violation, or significant accident history, including those resulting in major property damage or personal injuries. See Attachment # 6, Reference Check Form-Safety Sensitive Positions. The Contractor shall be responsible for making a reasonable attempt to verify eligibility for rehire with the other CMTA contract service providers. Contractor shall meet Department of Transportation (DOT) requirements when requesting employment history information from any former employer. The requirements of the DOT Title 49: Transportation, Part 40 – Procedures for Transportation workplace drug and alcohol testing which states that an employer must maintain a copy of the written request for information sent to the former employer including the signature of the potential employee authorizing the release of this information to Contractor. The Contractor must comply with the reasonable attempts by other CMTA contract service providers to verify that former employees are not ineligible for re-hire as a result of a drug and alcohol policy violation or significant accident history, including those resulting in major property damage or personal injuries
- 16.7.3 All employees shall receive regular training that develops skills and increases understanding of people with varying disabilities and of varying ages, regardless of ethnic/national origin, color, race, religion, gender, or orientation. All employees shall also be required to receive an orientation on CMTA's service offerings, including MetroAccess paratransit service.
- 16.7.4 The Service Provider shall propose training programs for staff and vehicle operators, which shall be incorporated into this Contract upon CMTA's approval. The training program shall include methods for measuring the effectiveness of the training in developing skills and improving performance. More information related to training requirements can be found in Section 19 of Exhibit F.

17. VEHICLE OPERATOR EXPECTATIONS, CONDUCT, & DRESS

17.1 Vehicle Operator Expectations (Additional reference: Attachment # 7, MetroAccess Rider Guide)

- 17.1.1 Vehicle operators are required to have a working knowledge of driving times and the service area.
- 17.1.2 Deviations from the schedule including unscheduled stopovers are not permitted unless the operator receives authorization from the CMTA Control Center, the police, a Supervisor, or other authorized persons in charge.
- 17.1.3 If the Operator is running one (1) minute behind schedule or is more than thirty (30) minutes ahead of schedule, they shall contact the CMTA Control Center dispatch for assistance. Trips may be removed or added to ensure the Operator's run is optimized.
- 17.1.4 Vehicle operators must not intentionally operate their vehicle behind schedule. If unavoidably delayed, the operator must report the cause for the delay to the CMTA Control Center dispatch.

17.1.5 The Service Provider shall immediately remove any vehicle operator from service if found to commit unsafe or inappropriate acts while providing service under this Contract. The Service Provider shall notify CMTA in the event that an Operator must be removed from service for this reason within 24 hours

17.1.6 Vehicle operators shall wear DOT approved reflective safety vests at all times while providing service outside the vehicle.

17.2 Prohibited Conduct: Cause for Removal From Service

17.2.1 CMTA may require Service Provider to immediately remove any vehicle operator from CMTA service (pending investigation) for any one of, but not necessarily limited to, the following:

- Committing unsafe or inappropriate acts while providing service.
- Failure to follow CMTA policies and procedures.
- Failure to carry a valid vehicle operator's license while providing service.
- Cell phone use while operating Capital Metro vehicle, including texting and use of Bluetooth devices.
- Revocation, suspension or non-renewal of a valid Texas vehicle operator's license.
- Conviction of any felony criminal offense.
- Use of any tobacco product on Capital Metro vehicle or property, in accordance with the Tobacco Free policies of Capital Metro.
- Failure to follow safety rules and regulations.
- Failure to follow security policies, guidelines and procedures.
- Notification of an active warrant from any law enforcement or judicial agency.
- Failure to meet vehicle operator employment requirements in Exhibit E and/or F.

17.3 Vehicle Operator Dress Code and Personal Appearance Standards

17.3.1 The Service Provider shall ensure its vehicle operators conform to professional appearance standards consistent with the contractual guidelines set forth below. These guidelines will ensure a standard appearance among Service Providers that is consistent with the high standards CMTA's professional vehicle operators are expected to meet every day. When reporting to work, vehicle operators must present a neat and clean appearance and wear only the uniform (if applicable), which conforms to the specifications of their job.

17.3.2 The Service Provider shall cause its vehicle operators to observe professional standards regarding personal appearance when reporting for duty and while on duty, including training assignments that require operation of CMTA branded equipment. The Service Provider is authorized to allow its vehicle operators reporting for non-driving training or duties to wear casual clothing, appropriate for the workplace. The Service Providers shall ensure that all clothing worn by its employees shall fit well, be clean, wrinkle-free and in good repair.

17.3.3 In addition to standards for professional appearance and hygiene, the vehicle operator shall wear a uniform approved by CMTA, provided at the expense of the Service Provider or vehicle operator. See Attachment # 8, Appearance Standards and Dress Code.

18. SAFETY & ACCIDENT/INCIDENT INVESTIGATION AND STANDARDS

18.1 Service Provider Safety Program

18.1.1 The Service Provider is to develop an ongoing safety program approved by CMTA. This program shall include:

- Vehicle operator procedures for handling emergencies and incidents (medical, fire, safety, fuel and other fluid spills)
- Handling emergency equipment
- Road emergency
- Assault information

- Handling potential blood borne pathogens
- Accident response plan
- Accident review process and analysis
- Criteria for determination of accidents as preventable or non-preventable, using National Safety Council guidelines
- Employee re-training provision
- Programs and methods to be used in promoting safety awareness

18.1.2 The Service Providers shall ensure that safety staff attends a monthly meeting with CMTA staff.

18.1.3 Service Provider is required to document its Safety Program. CMTA's Contract Performance Manager and Safety Manager will review the program to ensure that it is consistent with desired safety program requirements

18.1.4 Contractor must participate in periodic emergency readiness training and drills at the direction of CMTA.

18.2 Safety Equipment

18.2.1 The Service Providers shall have hazardous material clean-up kits ready in all non-revenue vehicles to ensure that a kit is available for clean-up(s) at all times. The Service Providers shall ensure that these kits comply with OSHA and any other applicable regulatory standards.

18.2.2 Each Service Provider shall provide appropriate equipment in all non-revenue vehicles to evaluate locations for their safety. Materials include digital camera, inclinometer, distance measuring wheel, and tape measure.

18.2.3 The Service Providers shall ensure that all vehicles have properly operating safety equipment, fire extinguishers, and reflectors.

18.3 Accident or Severe Incident Procedure

18.3.1 Upon receiving notification of an accident or severe incident from a vehicle operator, the Service Provider shall notify CMTA Control Center dispatch. All accidents involving property damage preventing a vehicle from proceeding in service operation, severe incidents in which on-site medical or first aid attention is given to a rider, vehicle operator, or other person involved in the accident or severe incident, or if any person is transported to a medical facility or in any instance that the exterior of the vehicle comes into contact with a pedestrian, CMTA Contract Performance Manager or designee shall be notified immediately (via phone). See Attachment # 9, "Emergency Notification Procedure".

18.4 Vehicle & Passenger Accidents

18.4.1 **Vehicle Accident:** Collisions that cause damage to CMTA-branded vehicle; as a result of a vehicle accident, a passenger is transported by EMS, an employee (Capital Metro or contractor) is injured (WC), regardless of damage; collisions where claimant calls in a claim for property damage/injury due to a CMTA reported vehicle accident; collisions with pedestrians hit by a Capital Metro-branded vehicle if injury is claimed.

18.4.2 **Passenger Accidents:** Passenger transported due to injury on CMTA-branded vehicle, and/or passenger making a claim due to injury on CMTA-branded vehicle that can be substantiated.

18.4.3 All events classified as an accident shall be reported to CMTA within 24 hours or less from the time of the accident. Accident reports shall be legible and include information as described in Attachment # 10.

18.4.4 The Service Provider's designated accident investigation staff shall respond immediately in person to the above described incidents or accidents and complete an accident investigation.

- 18.4.5 Details about the accident shall be entered into the incident management software provided by CMTA.
- 18.4.6 At the request of CMTA, a follow-up summary of all action taken by the Service Provider which may include final resolution, repairs, and/or corrective action, shall be submitted.
- 18.4.7 A final report detailing the disposition of the previous month's accidents and incidents by type and determination of preventability for each, shall be provided to the Contract Performance Manager no later than the fifth (5) business day of the following month.

18.5 Incidents

- 18.5.1 Any unusual disturbance on or in the vicinity of CMTA property or property dedicated for the use of CMTA operations which requires the assistance of any person other than the operator; an occurrence which causes a disruption or delay of service; or any other situation which requires a supervisor, security officer, emergency personnel, including passengers struck while crossing in front/behind the bus, etc. An incident may either be directly witnessed or communicated to an employee, CMTA, or its contractors by another person. CMTA retains the right to make a final determination of what is or is not considered an incident.
- 18.5.2 At the request of CMTA, a follow-up summary of all action taken by the Service Provider which may include final resolution, repairs, and/or corrective action, shall be submitted.

18.6 Biological Hazards – See Attachment # 11.

18.7 Safety in the Workplace

- 18.7.1 The Service Provider shall be responsible for compliance with all applicable State and local laws, ordinances, and regulations during the performance of this work. Service Provider shall indemnify CMTA for fines, disincentives, and corrective measures that result from the acts of commission or omission of Service Provider, its Subcontractors (if any), agents, employees, and assigns and their failure to comply with such safety rules and regulations. CMTA may require Service Provider to comply with additional safety requirements. Such additional requirements will be provided in writing.
- 18.7.2 Service Provider shall implement safety rules and procedures in accordance with transit industry best practices and CMTA procedures. These include but are not limited to the following:
 - Furnish and enforce the use of any and all personal protective equipment needed to complete the tasks required by this contract.
 - Provide its employees special safety training prior to working with hazardous materials or operations.
 - Provide warning signs, barricades and verbal warnings as required.
 - Have a formal manual for emergency/evacuation policies and procedures OSHA compliant, available on site and shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening catastrophes.
- 18.7.3 The provider shall provide a Safety Management System (SMS) plan that includes the elements, components and key activities of a SMS. The provider shall also provide a safety policy and emergency response plan, which are part of the SMS.

The plan shall include how the provider will strategically apply resources to risk and is based on ensuring that an organization or transit agency has the necessary organizational infrastructure in place to support decision-making at all levels regarding the assignment of resources, which is essential to effectively manage safety risks during the delivery of service.

The elements of an organizational infrastructure include, but are not limited to:

- Defined roles and responsibilities
- Strong executive safety leadership
- Formal safety accountabilities and communication
- Effective policies and procedures
- Active employee involvement

SMS Components:

- Safety Policy – safety commitment and accountability, safety roles and responsibilities, safety resource allocation to support safety performance targets
- Safety Risk Management – safety hazard identification, safety risk-based analysis and implementation of safety risk controls
- Safety Assurance – monitoring of safety risk controls to ensure they are achieving their intended objective while assessing the need for new risk control strategies
- Safety Promotion – achieving the safety mission through clear safety communication channels and safety training programs
- Emergency Response Plan – ensure that safety team integrates security and emergency preparedness information into its assessments of risk
- Safety Culture – promotes an environment where management and employees work together to identify risks and act together to control them
- Safety Reporting – places an emphasis on safety training and safety communication to guarantee that the all employees understand the SMS policies and procedures, and supports an effective safety-reporting environment within all levels of the workforce

Key SMS Activities:

- Collecting and analyzing data and information to proactively identify hazards
- Taking actions to mitigate the risk associated with the potential consequences of hazards
- Ongoing monitoring of risk through a system of safety controls
- Using data to support allocation of resources that promote and support safety performance

19. VEHICLE OPERATOR & FRONT LINE STAFF TRAINING

19.1 The Service Provider will be expected to develop, implement, and maintain a formal training and retraining program for all vehicle operators and operations staff members including but not limited to supervisors, dispatchers, and mechanics. The program must provide formal retraining measures, including criteria for determining the success of retraining efforts. The program must also include a plan for ongoing in-service evaluations. It is the Service Provider's responsibility to provide additional training if the training requirements are determined to be insufficient. New vehicle operators shall have a minimum of forty (40) hours of classroom training, forty (40) of behind-the-wheel training and forty (40) of one-on-one training. The Service Provider shall outline training in the training program. The training program will be submitted to CMTA for review and approval. All training will be documented for each employee and submitted to CMTA, upon request.

19.2 CMTA may audit the training program and documentation at any time. The vehicle operator's training program shall include a minimum of forty (40) hours of classroom training prior to any vehicle operator operating a vehicle in service. The training for vehicle operators, dispatchers, transportation supervisors and all other front line staff shall include:

- Training on MetroAccess policy and procedures as contained in the MetroAccess Rider Guide. The latest version may be found in Attachment # 7.
- Passenger Assistance Technique (P.A.T.) certification or an equivalent course which shall be approved by CMTA.
- Defensive vehicle operator Training, per National Safety Council (NSC) standards, or an equivalent course approved by CMTA.
- Vehicle breakdown, accident, adverse weather and other emergency procedures including emergency vehicle evacuation.
- Proper response to emergencies used in paratransit, including how to dispose of hazardous waste.

- Operation of vehicles assigned to the Service Provider and all equipment installed in the vehicle or required to be carried in all vehicles pursuant to the requirements of this Contract.
 - Map reading, address mapping and location recognition.
 - Familiarity with how trips are scheduled.
 - Familiarity with the completion of necessary paperwork, paper manifests or run/trip sheets, accident reports, incident reports, etc.
 - Introduction to the Americans with Disabilities Act & the role of paratransit.
 - Sensitivity Training, including, but not limited to, sensitivity towards persons with disabilities, sexual harassment, violence in the workplace, diverse individuals, mental health awareness (NAMI) and strategies for handling compassion fatigue.
 - Passenger service, including dealing with difficult people.
 - Communication and conflict management.
 - English competency (English competency is a requirement for reading, writing and speaking).
 - Familiarity with the various vehicle types in use, capacities, limitations, mechanical/maintenance requirements, lift operation, use of safety equipment.
 - Behind-the-wheel training (BTW) which includes assignments similar to what the Service Provider's vehicle operators shall initially perform when they finish training (not required for dispatch staff).
- 19.3 In order to comply with the contractual requirements and meet the professional service expectations of CMTA, the Service Provider shall ensure that its vehicle operators, dispatchers, and Transportation supervisors receive refresher training at a minimum of every two (2) years. Service Providers shall provide an outline of how they plan to accomplish this refresher training with their submittal.
- 19.4 The Service Providers shall hold a series of regular meetings attended by all staff which shall cover issues related to safety, customer service, and other operational issues. Providers shall provide a description of how they plan to accomplish this requirement - with their submittal.
- 19.5 Annually vehicle operators should receive a minimum of 24 hours of training through either monthly meetings (i.e. safety meetings or refresher classes).
- 20. DRUG & ALCOHOL POLICY**
- 20.1 Drug and Alcohol Program**
- 20.1.1 Service Provider agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Texas or the CMTA Transportation Authority, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and review the testing process.
- 20.1.2 Service Provider Drug and Alcohol policy must include zero tolerance for positive results. Employees with a confirmed positive drug or alcohol test may not be used to perform work under this contract
- 20.1.3 The Service Provider agrees further to certify annually its compliance with Part 655 before March 1st and to submit the Management Information System (MIS) reports before February 10th to CMTA.
- 20.1.4 To certify compliance, the Service Provider shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
- 20.1.5 The Service Provider agrees further to submit for review and approval before notice to proceed (NTP) a copy of its Policy Statement developed to implement its drug and alcohol testing program.

- 20.1.6 In addition, the Service Provider agrees to consult with CMTA at the initiation of the contract and in the event of a service agent change related to the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.
- 20.1.7 The Service Provider is responsible for the costs of establishing and maintaining (including costs of defending related claims and actions) the required drug and alcohol prevention program under this Contract. Such costs shall be included as part of this Contract.

21. SERVICE ADMINISTRATION & REPORTING

21.1 Data Collection, Reports and Surveys

- 21.1.1 The Service Providers shall be responsible for collecting and updating service data information in the software applications supplied by CMTA. The required reports shall be determined in cooperation with CMTA. As the Authority's requirements for data changes from time to time, Service Provider will assist CMTA in implementing revised data collection procedures and methods as established through new technology. CMTA retains the right to add or delete any report in which it is needed to help maintain the reliability of the fleet and the efficiency and quality of the services provided by The Service Provider.
- 21.1.2 The Service Providers will be responsible for accurate and timely completion of any requested forms at given time intervals. All data collected and/or reports must be prepared legibly and be typed or developed using an MS Word or Excel (version 2010 or later) format and will be submitted electronically unless otherwise requested by the Authority.
- 21.1.3 Reports and their source documentation (computer files, vehicle operator logs, etc.) shall be retained by the Service Providers throughout the term of this Contract and for a period of six (6) years after the end date of this Contract.
- 21.1.4 The quality of operational reports relies on accurate trip information in the Trapeze PASS software system. It is the responsibility of the Service Provider to perform manifest reconciliation to ensure the service performed on the street matches the information (odometer counts, pick up times, drop off times, fare collection, number of passengers, addresses, etc.) within the Trapeze dispatching software. Failure to reconcile all missing or incorrect data into Trapeze within two (2) business days after the conclusion of each month will result in a \$250 disincentive per day.
- 21.1.5 The Service Provider shall submit the following daily reports due no later than 11:59 am on the following business day. Failure to submit the daily reports by the time and day due, will result in a disincentive of \$50 per calendar day:
- Previous day's on-time performance percentage.
 - Previous day's road calls with details about the complaint, cause, and repair.
 - Number of late & missed pullouts from the previous service day.
 - Number of late & missed trips from the previous service day.
 - Status of unresolved customer complaints that are 3 weekdays old or older.
- 21.1.6 The Service Provider shall submit the following monthly reports due no later than the tenth, (10th) business day of the following month. Failure to submit the monthly reports by the time and day due will result in a disincentive of \$100 per calendar day:
- The daily reports listed in the previous section shall be aggregated on a weekly, Monthly and year-to-date basis and a report provided to CMTA.
 - NTD monthly report detailing the prior month and year to date data collected for the NTD report.
 - Logs and rates of passenger/vehicle accidents and incidents related to the contract.
 - Number of down vehicles by day including the number of days each vehicle has been down.

- Written update of current employees, by number and by function (i.e., operators, mechanics, dispatchers, supervisors, etc.) working under this Agreement. Specifically identify all new employees and their positions.
- Monthly summary of PMIs and mileage intervals.
- Number of PMI overdue and amount of mileage overdue.
- Monthly summary of fuel deliveries, reconciled with fuel dispensed.

21.2 Monthly Invoicing Report

21.2.1 Service Provider shall bill CMTA monthly after the end of the prior month. The Service Provider shall have until the close of business on the tenth (10th) business day of the month to get the prior month's invoice submitted.

21.3 National Transit Database Requirements

21.3.1 The Service Provider shall collect data, keep records, and provide reports including, but not limited to, forms A-30, F-30, R-20, and S-10 (including independent audit) sufficient to enable the Authority to meet its Federal Transportation Administration NTD reporting requirements. Such reports shall be due no later than November 30th of each year and will encompass data from the previous fiscal year.

21.3.2 The Service Provider is responsible for obtaining all pertinent FTA NTD regulations and procedures (FTA Circular C2710.1A) to ensure that all required information is collected and reported in a timely fashion.

21.3.3 On a monthly basis, Service Provider will provide a report detailing the prior month and year to date data collected for the NTD report. This report is due on or before the tenth (10th) calendar day of the following month.

21.3.4 The Service Provider must obtain an independent (3rd party) audit of annual NTD operation statistics (currently included in the S-10 form) at the Service Provider's expense. Audits must comply with federally mandated audit procedures (current details available on the NTD Program website <http://www.ntdprogram.gov>).

21.3.5 Timelines for annual NTD report submissions shall be subject to CMTA's filing requirement. Unless otherwise notified, all NTD reporting indicated by CMTA must be received on or before November 30th for the prior fiscal year (ending September 30th). Failure to submit complete and accurate NTD reporting by the required timeline will result in a total disincentive of \$500 per calendar day. Reports not received on or before December 15th will result in a total disincentive of \$2,000 per calendar day. CMTA may, at its discretion, waive disincentives for extenuating circumstances.

21.4 Marketing and Public Relations

21.4.1 CMTA shall furnish all schedules, maps, and other printed materials required for marketing the service.

21.4.2 Service Provider shall distribute CMTA passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by CMTA from time to time.

21.4.3 The Service Provider will be responsible for displaying or making available CMTA provided materials. The Service Provider may also be responsible for ensuring at least one CMTA provided Braille document is on board the vehicle when directed by CMTA.

21.4.4 The Service Provider may be required to represent itself as a CMTA or MetroAccess service provider in its email signatures, business cards, non-revenue vehicles, uniforms and any other correspondence or communication to the public regarding services provided under this contract. Any use of the CMTA or MetroAccess logos or names must be approved in advance by CMTA.

21.4.5 CMTA shall be the exclusive public media spokesperson in connection with transportation service. Under no circumstances shall Service Provider or its employees be permitted to distribute any unauthorized printed or written materials pertaining to CMTA or other affiliates without permission from the CMTA Contract Performance Manager. See Attachment # 12 CMTA Media Relations Policy.

21.4.6 Public Information Requests: Capital Metro has a right of access to certain information created, collected, assembled or maintained under the terms of this contract. The Service Provider shall be required to provide such information, including but not limited to, video recording and/or other media and information to CMTA in accordance with the Public Information Act (the "Act"), Texas Government Code, Chapter 552, by the required deadline. The Service Provider shall notify Capital Metro prior to the required deadline if they wish to assert that the requested information is not subject to disclosure under the terms of the contract and the Public Information Act. Failure to provide the information releasable under the Act by the due date shall result in a \$250.00 disincentive for each day beyond the due date.

21.5 Continuity of Services

21.5.1 Service Provider recognizes that the services under this contract are vital to CMTA and must be continued without interruption and that upon contract expiration, a successor, either CMTA or another Service Provider, may continue them. Service Provider agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

21.5.2 Should employees being transferred be required to undergo training, Service Provider shall work with the successor as to agreeable dates/times employees may be allowed to attend training session(s).

21.6 Improvements to Scope

21.6.1 It is CMTA's desire to provide the most efficient and cost effective service without compromising service quality.

21.6.2 If there are requirements that are included in the Scope of Service that could be modified to reduce cost or improve quality, please identify those areas on a separate attachment, cross-referencing Exhibit A-1 along with potential savings.

21.6.3 CMTA has high standards and the Service Provider must support those standards.

21.7 Failure to Comply

21.7.1 If any services performed hereunder or equipment provided hereunder are not in conformity with the requirements of this Contract, CMTA shall have the right to require the Service Provider to immediately take all necessary steps to ensure future performance of the services in conformity with the requirements of the Contract and reduce the Contract price to reflect the reduced value of the actual scheduled vehicle hours performed. In the event the Service Provider fails promptly to take necessary steps to ensure that future performance of the services is in conformity with the requirements of the Contract, CMTA shall have the right to terminate this Contract for default.

21.8 EMS environmental objectives and targets

21.8.1 CMTA is committed to the protection of our environment, and the continual improvement of environmental practices. This is a management responsibility as well as the responsibility of every employee of CMTA and all contracted service providers. As such, the Service Provider shall adhere to CMTA's commitment to environmental law requirements and innovative green business practices through the implementation of environmentally responsible initiatives consistent with the Federal Transit Administration (FTA) sponsored and supported Environmental Management System. These best practices procedures include, but are not limited to, adhering to the EMS environmental objectives and targets that are measurable, meaningful and understandable; operating facilities and conducting

business taking into consideration the efficient use of energy and materials which minimizes environmental impacts to our community while also ensuring fiscal responsibility; conducting employee training and awareness of environmental concerns, actions and responsibilities; and implementing resource reduction, recycling, and reuse practices, and handling and disposing of all hazardous waste through safe and responsible methods. All aspects of operations must be consistent with all laws, regulations, policies, programs and practices, while consistently delivering efficient, quality service. The new Service Provider shall continuously improve environmental practices with the goal of meeting or exceeding all environmental initiatives. See Attachment #13 – “Contractor/Supplier Environmental Guidelines”.

22. TECHNOLOGY

22.1 Technology Responsibilities

22.1.1 CMTA relies on technology throughout the Authority and with its Service Providers to ensure a quality transportation system. The technology elements listed within this section represent the current requirements of this contract, but are subject to change as new technologies are embraced by CMTA. The Service Providers will be required to participate with any future technology testing that may be required by CMTA. Additionally, CMTA will provide the following technology for use by the contractor: TrapezePass, Trapeze PassMon, LCRA radios, CMCS (or similar) complaint management software, Incident Management software for logging in-service delays and issues. See Attachment #14 for interface requirements.

22.2 Computer System

- 22.2.1 The Service Provider shall comply with Capital Metro direction on all procedures for transferring, entering and managing data required to operate the service.
- 22.2.1 Capital Metro shall provide real-time data backup and storage of customer and operations data native to Trapeze scheduling software which is necessary to provide service. The Service Providers are responsible to back up their own system's company data.
- 22.2.2 The service provider will be responsible for providing their employees with desktop or laptop computers and telephones (and associated peripherals), any corporate-use software outside of CMTA-provided Trapeze or ITS software, network infrastructure, data backup and storage of data not produced by CMTA (i.e. payroll records, etc.), individual user email accounts and distribution lists, and any ITS equipment desired for non-revenue vehicles. The service provider shall be responsible for technical support for the equipment and services they obtain and shall provide troubleshooting for CMTA-provided equipment or software which requires technical assistance from CMTA's IT department or its technology vendors.
- 22.2.3 Software distributed by CMTA and the CMTA Control Center under this Contract shall be for the exclusive use of this Contract. The Service Providers shall protect the software from unlawful copying, duplication and theft.

22.3 Radio Communications System

- 22.3.1 The Service Providers must ensure that radio communications are operational for all vehicle operators in revenue service, all Transportation supervisors on duty, and for the Service Provider's Dispatch.
- 22.3.2 CMTA will provide voice communication equipment for all revenue vehicles. CMTA will provide seven (7) voice communication devices for use by operations staff. Replacement batteries, clips, microphones, receivers and other ancillary equipment shall be the responsibility of Service Provider. Service Provider shall replace any equipment lost, stolen or damaged beyond repair at the market price. LCRA will perform all repairs at the Service Provider's expense. CMTA will provide air time for the voice communication system.

22.4 Customer Service Software

22.4.1 The Service Provider is required to use the CMTA provided customer service software to manage all customer complaints, comments, or commendations.

22.5 Trapeze Dispatching Software (Trapeze PASS)

22.5.1 Service Provider is required to use CMTA provided Trapeze software to perform trip edit function to reconcile manifest data with actual data. Service Provider is required to use CMTA provided software to print manifests, assign vehicle operators, monitor on-time performance, review vehicle operator routing concerns, monitor vehicles leaving the lot late, and vehicles not returning to the lot promptly.

22.6 On-board Vehicle Surveillance Video Camera and Recordings

22.6.1 All revenue vehicles must be equipped with surveillance video equipment with continuous recording that at minimum provides a front and rear view.

22.6.2 Video recordings will be made available to CMTA upon request and the equipment shall maintain storage of recording for a minimum of forty (40) hours.

23 VEHICLES

23.1 Vehicle Composition

23.1.2 A minimum of forty three (43) revenue vehicles are required for this work at startup. The contractor shall be responsible for providing any additional revenue vehicles needed as spares. Spare revenue vehicles would allow for one or more of the revenue vehicles to be out of service for a maintenance routine, accident, or any other activity or condition that would not allow a revenue vehicle to be placed into service. These spare revenue vehicles must be of the same type, color and configuration as the 43 revenue vehicles.

Contractor is to provide pricing to CMTA with this proposal for the cost difference for each vehicle added to the peak vehicle requirement.

23.1.1 The service provider will be required to procure transportation supervisor vehicles as outlined in the "Non-revenue Vehicle Requirements" section below.

23.2 Vehicle Branding

23.2.1 Vehicles procured under this contract shall be decaled (at the cost of the Service Provider) with CMTA approved MetroAccess branding. Decaling of Service Provider vehicles shall mirror decaling found on existing MetroAccess vehicles.

23.2.2 A logo identifying the Service Provider is allowed, but the design must be approved by the Authority. A sample of preferred logo styling may be found in the Vehicle Branding Attachment # 15.

23.3 Non-revenue Vehicle Requirements

23.3.1 Vehicles used in service by Transportation supervisors shall be procured by the Service Provider. The vehicle shall be a small accessible vehicle and must be equipped to safely transport at least 2 passengers or a passenger using a mobility device. The transportation supervisor's vehicles are to be equipped with a full size LED light bar on the roof. Other vehicles used under this contract for general non-revenue use are not required to have the capability to transport wheelchair passengers.

23.3.2 All non-revenue vehicles (NRVs) procured under this contract shall have a white exterior unless a change is approved by the Authority to ensure uniformity of appearance. The NRVs shall be white in color. The vehicle shall be new, within one model year.

- 23.3.3 Vehicles shall be decaled at the cost of the Service Provider with CMTA approved branding as outlined in the Vehicle Branding Attachment # 15. Final branding schemes of the service provider's vehicles must receive final approval from the CMTA Marketing Department.
- 23.3.4 Transportation supervisor vehicles shall not be used for regular revenue service.
- 23.3.5 Contractor will supply all Non-Revenue vehicles for street supervision, vehicle operator relief, maintenance service calls, and other use by contractor's staff.
- 23.3.6 Contractor shall be responsible for all maintenance, fueling, and repairs for these vehicles. The vehicles will be new at the start of contract, white in color, and decaled per CMTA specifications.
- 23.3.7 CMTA does not intend to maintain ownership of these non-revenue vehicles procured by the Service Provider at the end of the contract. Upon termination of the contract the Service Provider shall remove all CMTA related branding from any vehicle not being transferred back to CMTA.

23.4 Revenue Vehicles

- 23.4.1 Revenue Vehicle Requirements. The revenue vehicles shall be new, within one (1) model years ,similar to the Dodge Grand Caravan, or Chrysler Town and Country, seven (7) passenger vans of the same make and model. The vehicle can be a model year newer or older, but must be new. The exterior color must be white. These same revenue vehicle specifications are required for the five-year option period.
- 23.4.2 MetroAccess branded revenue vehicles shall only be used for the transportation of eligible riders registered by CMTA, unless specifically directed to do so otherwise by CMTA.
- 23.4.3 Service Providers shall ensure that vehicles used under this contract are stored in an enclosed building or a lighted, fenced and secured parking lot while not in service.
- 23.4.4 Service Providers are required to ensure vehicle am/fm radios are disconnected on all revenue vehicles used for MetroAccess revenue service.
- 23.4.5 All revenue vehicles procured under this contract shall have a white exterior color.
- 23.4.6 Maintenance and operational standards for these vehicles shall be consistent with the requirements outlined below.

24. VEHICLE MAINTENANCE

- 24.1 Contractor shall be responsible for all maintenance and repair of revenue and non-revenue vehicles, and shall maintain records for same. Maintenance shall be performed to original equipment manufacturer (OEM) standards and/or CMTA's written instructions or specifications. Where a manufacturer identifies maintenance intervals specific for "severe service", that "severe service" is to be used. OEM or equivalent parts will be used.

24.2 Maintenance Program

- 24.2.1 The Contractor shall provide a description of the maintenance program that is intended to be used for their fleet with their proposal. This plan shall include, at a minimum, the contractor's plan for preventive maintenance, mechanic training, shop safety, engine and transmission rebuilding, corrective repairs, warranty administration and body repairs for specific fleet of vehicles.
- 24.2.2 Contractor is responsible for all preventive maintenance, major repair, minor repairs, running repairs, body work of any type, electronics systems, servicing, road calls, corrective repairs, and daily and detailed cleaning necessary to keep their vehicles in a safe, reliable and well-maintained condition, assuring that all on-board systems are fully functional and operational. Contractor shall either perform all or part of the work using contractor's personnel, and/or shall utilize subcontractor(s) to perform all or part of the work. In either

case, the contractor is responsible for assuring that the work is performed by qualified personnel.

24.2.3 Contractor shall provide onsite refueling capability for the revenue fleet. Capital Metro will provide for a fuel supplier and pay for fuel delivered for revenue vehicles. Contractor is responsible for fuel ordering, receiving, dispensing and reconciling. Contractor is responsible for all necessary permits, site preparation, fuel storage, and dispensing equipment.

24.2.4 Contractor shall document all fueling activity and supply timely reports that properly represent all fuel dispensed.

24.3 Scheduled Maintenance

24.3.1 The contractor shall schedule maintenance activities to assure a sufficient supply of safe, reliable, and clean revenue vehicle for service every day. The following are vehicle maintenance activities that are expected to be performed on a scheduled basis. The schedule of maintenance tasks is to be a component of the Maintenance Program supplied to CMTA by the Contractor. Examples of scheduled maintenance tasks are:

- PM inspections
- Engine fluid changes
- Transmission fluid changes
- Fire extinguisher inspection
- Texas State inspection
- Electronics (camera system) inspection

24.3.2 In the schedule of maintenance tasks, the Contractor shall state the mileage or time interval for each major task; e.g. PM Inspection at 3,000 miles or 60 calendar days.

24.3.3 Revenue vehicles shall not be operated in service if they are past due for a PM Inspection, or any safety related task.

24.4 Individual Vehicle Record File – CMTA-branded Vehicles

24.4.1 The service provider shall keep individual vehicle record files that will be made available during the Contract period to CMTA personnel who shall have immediate and unrestricted access to all vehicles and all maintenance records. A vehicle record file shall be maintained for each vehicle that is operated by the Service Provider for this service using a reliable maintenance software or record system.

24.5 Vehicle operator Pre-Trip Inspections

24.5.1 The Service Providers shall propose a protocol for its vehicle operators to be able to determine from the pre-trip inspection any vehicles with serious defects, which would take the vehicle out of service.

24.5.2 All safety and emergency equipment in each vehicle shall be maintained to meet applicable local, state and federal standards.

24.5.3 The Service Providers shall also ensure that all vehicle operator complaints and/or reported vehicle defects are addressed prior to the next time that the vehicle is dispatched into revenue service.

24.5.4 The Pre-Trip inspection shall include a thorough review of and ensure the functionality, sufficiency, and roadworthiness of the following items:

- Directional signals and flashers
- Headlights
- Brake lights and tail lights
- Windshield wipers/washers
- Interior lights

- Horn
- Service and parking brakes
- Door operation
- Fire extinguisher, first aid kit and reflector kit
- Heater/defroster
- Tires
- Mobile Data Device (MDD) and Radio communications
- Video Camera
- Body damage including dents, scrapes, broken lenses or windows
- Interior conditions including seats

24.6 Out of service criteria

24.6.1 The following are examples of conditions that shall cause a vehicle to be taken out of service. CMTA reserves the right to remove any vehicle from service.

- Class 3 oil leak
- Any class of fuel leak
- Class 2 or 3 coolant leak
- Brakes slack, inoperative, weak, slow
- Exhaust smoke
- Inoperative horn
- Inoperative turn signal lights
- Inoperative brake lights
- Inoperative headlight
- HVAC not capable of attaining interior temperature to 72 degrees cooling, or 68 degrees heating
- Inoperative wheelchair restraints (if wheelchair accessible)
- Inoperative door latches and locks
- Tire low air pressure (10+ psi)
- Tire tread under 4/32" for front tires, and 2/32" for rear tires
- Vehicle operator's seat unable to maintain position (height or slide)
- Vehicle operator's seat belt inoperative
- Cracked windshield glass in the vehicle operator's field of vision
- Cracked passenger window glass
- Transmission slipping, or not shifting
- Engine lack of power
- Engine no start
- Engine shuts down
- Defroster inoperative
- Entrance or exit doors inoperative
- Major body damage
- Body fluid discharge on interior of vehicle
- Inoperable windshield wipers
- Outside mirrors that become loose and unusable
- Inoperable wheelchair lift or ramp (if equipped) – lift or ramp can be used to exit a passenger, however no passenger is to be loaded using a lift in "manual"
- Exhaust / fuel fumes or smoke in vehicle
- Power steering system failure
- Loose or restricted steering
- Loss of suspension
- Graffiti

24.6.2 Contractor shall ensure that all vehicles in revenue service do not have any out-of-service criteria items. Should an out of service criteria item occur while the vehicle is in revenue service, Contractor shall arrange for a change out of the failed vehicle. The vehicle shall be changed out within no more than one hour from the time the failure was reported. Failure to change out the vehicle within one hour will result in a disincentive of \$100 per incident, per hour. If the vehicle must be towed, the assessment will occur after a two hour period.

24.6.3 No revenue vehicle shall be placed into revenue service with an open road call work order.

24.7 Vehicle Cleanliness & Daily Service

24.7.1 The Service Provider shall ensure that all vehicles are serviced daily as described below before being placed into service:

24.7.2 All vehicles must be fueled and serviced daily by the Service Provider; oil, transmission, coolant levels, tires checked daily and windshield washer fluid checked and added if necessary.

24.7.3 The Service Provider will inspect units nightly and complete a check-off list of such inspections. This listing will be provided to CMTA upon request or may be inspected by CMTA at any time.

24.7.4 All vehicle interiors will be cleaned daily. This includes removing trash, sweeping floor, and mopping floor, all glass and windshields cleaned, wipe stanchions and grab rails. The vehicle operator's area will be wiped down, including, but not limited to, dash controls, dashboard and above the vehicle operator area and along the front dashboard.

24.7.5 The Service Providers shall also ensure that the exteriors of all vehicles are washed daily. Less frequent washing may be approved by CMTA in writing during a water shortage. Vehicle rims will be cleaned (hand scrubbed) daily.

24.7.6 The Service Providers shall ensure that, on a monthly basis, the interiors of all vehicles are fully and thoroughly cleaned (with disinfectant) throughout including dashboard, ceilings, walls and all other interior areas and surfaces.

24.7.7 All passenger and vehicle operator seats will be shampooed once every four (4) months within the fleet.

24.7.8 Vehicles will be treated for fleas once every three (3) months.

24.7.9 The Service Providers shall ensure that any vehicle that has been marked with graffiti is removed from service until the graffiti is cleared.

24.7.10 Service Provider inspections will be conducted to ensure that the vehicles are cleaned in accordance with instructions outlined above. A disincentive of \$250 will be assessed for each incident in which the Service Provider fails to clean and service vehicles as required above.

24.8 Preventive Maintenance Inspections (PMI)

24.8.1 The Service Provider shall follow the maintenance schedule as prescribed by the manufacturer for the revenue vehicle and for how it is operated.

24.8.2 The Service Provider shall maintain accurate records of defects found and work performed.

24.8.3 All repairs required from the PM Inspection are to be completed prior to the vehicle being returned to revenue service. Any exceptions must be approved in advance by CMTA and cannot affect safety and reliability. Failure to adhere to this schedule will result in a vehicle being removed from service by CMTA. Such action does not relieve Service Provider's obligation to provide service under the terms of the contract.

24.8.4 Service Provider's Preventative Maintenance program must be approved by CMTA and submitted for approval prior to contract start up. A copy shall be provided with Service Provider's proposal.

24.8.5 If Service Provider's maintenance plan includes using their own mechanics to perform the maintenance tasks, Service Provider shall provide in their Proposal the hiring criteria for such positions.

24.9 Service Calls

- 24.9.1 The Service Provider shall maintain accurate records of all service calls whether the vehicle is changed-out or repaired upon return. Road calls are defined as anytime that a vehicle cannot continue in service and/or a mechanic is sent to the vehicle or the vehicle is sent to a mechanic; regardless if revenue service was missed or not. A road call will be reported in an approved format as required to CMTA.
- 24.9.2 Any and all records maintained by The Service Provider during the term of the Contract shall become the property of and be furnished to CMTA at the end of the Contract term.
- 24.9.3 Once a vehicle in service reports a condition that causes the vehicle to become out of service, the Service Provider is to replace the vehicle within 1 hour, as outlined in the "Out of Service Criteria" section above.

25. MAINTENANCE OVERSIGHT

- 25.1 During the Contract period, CMTA shall have immediate and unrestricted access to all vehicles and all maintenance records during planned or unannounced visits or inspections of Contractor's facility. This includes total access to any electronic program or system(s), which maintain any records (present or historical) for CMTA-branded assets supplied under the contract.
- 25.2 CMTA personnel shall have immediate and unrestricted access to all vehicles and all areas of the facilities. CMTA QA may perform inspections and audits on contractor operated vehicles and equipment.
- 25.3 During the Contract period, CMTA shall have, at its sole discretion, the authority to remove from service, any vehicle that poses a safety, reliability, or appearance issue. Any vehicle removed from service shall remain out of service until repairs are completed to ensure the vehicle is suitable for service. Such action does not relieve Contractor's obligation to provide service under the terms of the contract.
- 25.4 Contractor shall maintain maintenance records for any maintenance activities requiring more than five (5) minutes. Defects identified are to be addressed prior to the vehicle being returned to revenue service. Vehicle defect cards are to be kept on file by bus number for a 60- day period.
- 25.5 CMTA may conduct regular in- service audits and inspections of vehicles. The type of inspections and audits that CMTA may do are: PM follow-up inspections, in-service inspections, cleanliness inspections, and random fleet audit inspections during the contract. Contractor is required to make vehicles available for such inspections on suitable lifts or inspection pits. Sample audit inspection forms are provided in Attachment # 16, "MetroAccess Vehicle Condition Form".

25.6 Monthly Inspections

- 25.6.1 CMTA may schedule routine vehicle inspections with Contractor. CMTA and Contractor will complete all vehicle inspections jointly. CMTA shall coordinate such inspections with Contractor's designated representative. If defective items are found that are not sufficient to cause the vehicle to be out of service, then the vehicle can continue to be used in revenue service
 - 25.6.1.1 All deficiencies will be corrected within seven (7) days of the joint inspection.
 - 25.6.1.2 At the end of the seven (7) day period, CMTA may schedule a follow up joint inspection to ensure that all items identified for repair were corrected.
 - 25.6.1.3 If repairs were not completed, CMTA may assess a disincentive in the amount of \$100 per day, per vehicle, until all repairs are made and verified by the CMTA inspector.

25.7 For any item that is found defective that causes the vehicle to be placed out of service, the contractor must notify CMTA when repairs are complete and request a re-inspection. Once the re-inspection is completed and it is confirmed that repairs have been made, the vehicle can return to revenue service.