

CONTRACT MODIFICATION

1. CONTRACT NO: 200282 – Contracted Paratransit Services-South Base	2. CONTRACT MODIFICATION NO.: 1	3. EFFECTIVE DATE OF C.M. See Block 9	4. CONTRACTOR NAME: Ride Right, LLC
---	------------------------------------	--	--

5. AGREEMENT TO MODIFY CONTRACT:

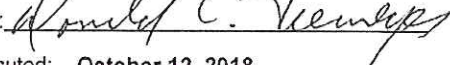
The parties hereto agree to modify the Contract identified in Block 1, above, as described in Block 10, below, pursuant to the terms and conditions of the Contract. Except as modified herein, all other provisions of the Contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

6. AMOUNT OF THIS CONTRACT MODIFICATION: NO CHANGE

7. TERM OR PERIOD OF PERFORMANCE: NO CHANGE

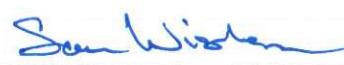
8. Ride Right, LLC - CONTRACTOR'S EXECUTION:

Name & Title: Donald C. Tiemeyer, General Counsel
(print or type)

Signature: 
Date Executed: October 12, 2018

9. CAPITAL METRO - CONTRACTING OFFICER'S EXECUTION:

Name: Sean Wighamam, Contracting Officer
(print or type)

Signature: 
Date Executed: 10/12/2018

10. DESCRIPTION OF CONTRACT MODIFICATION:

This modification is made in accordance with Exhibit E-Revised-2, Section 17, entitled CHANGES.

1. Refer to Exhibit E-Revised-2, Terms and Conditions. Exhibit E-Revised-2 shall be replaced in its entirety with **Exhibit E-Revised-3**, with revisions in highlighted text with a line in the margin, attached hereto and made a part hereof for all pertinent purposes.
2. Refer to Exhibit F-Revised-2, Scope of Services. Exhibit F-Revised-2 shall be replaced in its entirety with **Exhibit F-Revised-3**, with revisions in highlighted text with a line in the margin, attached hereto and made a part hereof for all pertinent purposes.

For and in consideration of the amount stated above, which is the final contract modification amount agreed to by both parties, the receipt of and sufficiency of which is hereby acknowledged and confessed. The contractor has released, acquitted, and forever discharged and by the presents does for itself, its successors and assigns release, acquit and forever discharge Capital Metropolitan Transportation Authority (Capital Metro) from and against any claims, debts, demands, or cause of action which the contractor has or may have had a result of furnishing labor, supplies, or materials for the change orders stated above.

This modification may be executed in multiple originals, and an executed facsimile shall have the same force and effect as an original document.

END OF MODIFICATION #1

EXHIBIT E-REVISED-3
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. FIXED PRICE CONTRACT

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

3. TERM

The Base term of the contract shall be four (4) years from the contract 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 Schedule A and A-1.
- (c) There shall be two-option periods of three (3) years in duration each.
- (d) The total term of this contract shall not exceed ten (10) years.

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, electronically to:

AP_invoices@capmetro.org

or via mail 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 insure all vehicles provided to the Contractor by the Authority for use in providing the Services and provide certificates of insurance to the Authority as requested by the Authority from time to time. Such insurance shall meet the Capital Metro-stipulated insurance requirements specified below. In addition to the insurance required to be provided by the Contractor covering the vehicles provided to the Contractor for use in providing the Services, Contractor shall furnish proof of Capital Metro-stipulated insurance requirements specified below. All insurance policies shall be primary and non-contributing with any other valid and collectible insurance or self-insurance available to the Authority and shall contain a contract waiver of subrogation in favor of the Authority. Contractor shall furnish to the Authority certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Prior to the expiration of a certificate of insurance, a new certificate of insurance shall be furnished to the Authority showing continued coverage. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to the Authority and the Authority shall be named as an Additional Insured under each policy, excluding Professional Liability insurance. All insurance policies shall be written by reputable insurance company or companies acceptable to the Authority with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas. Contractor shall notify the Authority in writing of any material alteration of such policies, including any change in the retroactive date in any "claims-made" policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto. The below requirements only represent the minimum coverage acceptable to the Authority and these requirements are not intended to represent the maximum risk or the maximum liability of Contractor. Contractor shall be responsible for setting its own insurance 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.

The Contractor shall carry and pay the premiums for insurance of the types and in the amounts stated below.

CAPITAL METRO MINIMUM COVERAGE REQUIREMENTS

Comprehensive General Liability Insurance:

Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage including Products Completed Operations.

Automobile Liability Insurance

Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than One Million Dollars and No/100 Dollars (\$1,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage.

Workers' Compensation Insurance

Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars and No/100 Dollars (\$1,000,000).

Umbrella Liability Coverage

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

Technology Error's & Omissions Insurance:

Combined Technology & Omissions Policy with a minimum Five Million and No/100 Dollars (\$5,000,000) claim limit, including (a) Professional Liability Insurance covering negligent acts, errors and omissions arising from the Contractor's work to pay damages for which the Contractor may become legally obligated (such coverage to be maintained for at least two (2) years after termination of this contract, which obligation shall expressly survive termination of this contract; and (b) Privacy, Security and Media Liability Insurance providing liability for unauthorized access or disclosure, security breaches or system attacks, as well as infringement of copyright and trademark that might result from this contract.

The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

Contractor, and all of its insurers shall, in regard to the above stated insurance, agree to waive all rights of recovery or subrogation against the Authority, its directors, officers, employees, agents, successors and assigns, and the Authority's insurance companies arising out of any claims for injury(ies) or damages resulting from the work performed by or on behalf of Contractor under this contract and/or use of any Authority premises or equipment under this contract.

Each insurance policy shall contain the following endorsements: PRIMARY AND NON-CONTRIBUTORY INSURANCE and WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS, which shall be evidenced on the Certificate of Insurance. The General Liability insurance shall include contractual endorsement(s) which acknowledge all indemnification requirements under the Agreement, which shall be evidenced on the Certificate of Insurance. 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.

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.

If any part of the contract is sublet, Contractor shall be liable for its 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. No delay in the work caused by the Contractor's enforcement of its Subcontractor's insurance requirements shall be excusable delay in the contract. 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.

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.

If the Contractor has procured insurance at the time of the Contractor's submission of its 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 Contracting Officer.

The Contractor and its lower tier subcontractors are required to cooperate with the Authority and report all potential claims (workers' compensation, general liability and automobile liability) pertaining to this contract, to the Authority's Risk Management Department at (512) 389-7549 within two (2) days of the incident.

8. INSURANCE REPORTING REQUIREMENTS

The Contractor shall:

(a) be responsible for providing written notification within a 24-hour period of any accident or physical damage and/or personal loss resulting from any accident or incident occurring under the execution of this contract. An accident includes any claim or incidence of personal loss or physical contact that occurs between a service vehicle and any other object, vehicle, or person.

(b) be responsible for providing an electronic copy of the operator and supervisor reports to Capital Metro Risk Management within a 24-hour period of any accident or incident (Email: jean.melgares@capmetro.org; Fax: 512-369-6007). The signed, original operator and supervisor reports must be forwarded to Capital Metro within two business days. Both reports must include an accident sketch detailing the specific facts of the accident, including, but not limited to the:

- (1) date and time of accident
- (2) location of accident
- (3) accident description
- (4) parties involved and contact information
- (5) individuals injured and/or transported
- (6) passenger and witness comment cards
- (7) photos and videos

(c) In the event of any fatality, pedestrian accident, bicycle accident or other Code Ten accident, the Contractor's agent(s) shall, at a minimum, contact the Program Manager, Paratransit Contracts or designee, immediately. Contractor will follow the accident/incident protocols as outlined in Attachment 2 – CMTA Accident and Incident Protocol.

9. PERFORMANCE BOND

The Contractor shall be required to furnish **an annual** Performance Bond, in the amount equal to 5% 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.

10. 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.

11. CATASTROPHIC DAMAGE TO / OR FAILURE OF FLEET VEHICLES

- (a) Capital Metro does not provide a warranty for fleet vehicles. A warranty is neither expressed nor implied.
- (b) Damage to or failure of a fleet vehicle which has been caused or contributed to by improper use or storage by any Person other than Capital Metro; failure to comply with the operating, maintenance or service instructions by any Person other than Capital Metro; modifications so as to substantially alter the operating characteristics of the equipment; improper repair or repair with parts not approved or supplied by Capital Metro; improper installation; or other circumstances beyond Capital Metro's control will be paid by Contractor and not by Capital Metro.

12. 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.

13. 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.

14. 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.

15. 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 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.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

(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 on each candidate 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.

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

(3) National Sex Offender Registry

(4) 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).

* Matters identified on the Long Form as military discipline will be considered in accordance with the corresponding crime listed below with respect to classification, severity and time elapsed. Contractor shall disclose to the Authority the type of arrests with pending dispositions and convictions for crimes according to the classification of offense and 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

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

	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)
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 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 conduct new criminal history background checks on all assigned personnel every ~~two~~ **two years** during the contract to ensure the preceding criterion are still met by the assigned personnel and notify the Authority if an employee has a subsequent arrest with pending disposition or 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.

16. 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 Manger 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.

17. 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.

~~16.~~ 18. 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.

17. 19. 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.

48- 20. 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.

49- 21. DRAWINGS AND OTHER DATA

All designs, drawings, specifications, notes, documents, reports, data, graphs, 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.

20- 22. 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.

~~24-~~ 23. 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.

~~22-~~ 24. 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 Contractor 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.

23- 25. 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, Texas Tax Code, Section 151.009, 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.

24- 26. CIVIL RIGHTS AND EQUAL OPPORTUNITY

Capital Metro is an Equal Opportunity Employer. As such, Capital Metro agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Capital Metro agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990 In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

25- 27. 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.

~~26- 28.~~ 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.

~~27- 29.~~ 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.

~~28- 30.~~ 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.

29- 31. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

(a) All documentation related to or prepared in connection with any proposal, including the contents of any proposal contracts, responses, inquiries, correspondence, and all other material submitted in connection with 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.

30- 32. 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.

34- 33. 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.

32- 34. 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.

33- 35. 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.

34- 36. 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.

35- 37. 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.

36- 38. 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.

37- 39. INDEMNIFICATION

(a) CONTRACTOR HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE AUTHORITY AND EACH OF ITS AFFILIATES AND EACH OF THE AUTHORITY'S AND SUCH AFFILIATES' OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, CUSTOMERS, INVITEES AND GUESTS (THE AUTHORITY AND EACH SUCH PERSON OR ENTITY IS AN "INDEMNIFIED PARTY") AGAINST ANY AND ALL DAMAGES DIRECTLY OR INDIRECTLY RESULTING FROM, RELATED TO, ARISING OUT OF OR ATTRIBUTABLE TO ANY ACTION, INACTION, BREACH, INACCURACY, FAILURE TO PERFORM, FAILURE TO COMPLY, DEFAULT, VIOLATION, INTERFERENCE WITH, TERMINATION OR CANCELLATION BY OR THROUGH THE CONTRACTOR OR ANY SUBCONTRACTOR, OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE, SUCCESSOR, ASSIGNEE, CUSTOMER, INVITEE, OR GUEST OF THE CONTRACTOR OR ANY SUBCONTRACTOR OF THE CONTRACTOR.

(b) FOR PURPOSES OF THIS CONTRACT, (I) "DAMAGES" MEANS ANY AND ALL DIRECT OR INDIRECT LOSSES, DAMAGES (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL, LOST PROFITS, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES), LIABILITIES, PAYMENTS, OBLIGATIONS, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES OF WHATEVER KIND, INCLUDING, WITHOUT LIMITATION, FEES AND EXPENSES OF ATTORNEYS, ACCOUNTANTS, AND OTHER PROFESSIONAL ADVISORS AND OF EXPERT WITNESSES AND OTHER COSTS (INCLUDING, WITHOUT LIMITATION, THE ALLOCABLE PORTION OF ANY INDEMNIFIED PARTY'S INTERNAL COSTS) RESULTING FROM, RELATED TO, ARISING OUT OF, ATTRIBUTABLE TO WITH ANY ACTION OR THREATENED ACTION OF ANY KIND OR NATURE WHATSOEVER, (II) "LIABILITIES" MEANS ANY AND ALL LIABILITIES OR OBLIGATIONS, WHETHER KNOWN OR UNKNOWN, ASSERTED OR UNASSERTED, ABSOLUTE OR CONTINGENT, MATURED OR UNMATURED, CONDITIONAL OR UNCONDITIONAL, LATENT OR PATENT, ACCRUED OR UNACCRUED, LIQUIDATED OR UNLIQUIDATED, OR DUE OR TO BECOME DUE, (III) "ACTION" MEANS ANY ACTION, APPEAL, PETITION, PLEAS, CHARGE, COMPLAINT, CLAIM, SUIT, DEMAND, LITIGATION, ARBITRATION, MEDIATION, HEARING, INQUIRY, INVESTIGATION OR SIMILAR EVENT, OCCURRENCE OR PROCEEDING, (IV) "THREATENED" MEANS A DEMAND OR STATEMENT HAS BEEN MADE (ORALLY OR IN WRITING) OR A NOTICE HAS BEEN GIVEN (ORALLY OR IN WRITING), OR ANY OTHER EVENT HAS OCCURRED OR ANY OTHER CIRCUMSTANCES EXIST THAT WOULD LEAD A PRUDENT PERSON OR ENTITY TO CONCLUDE THAT AN ACTION OR OTHER MATTER IS LIKELY TO BE ASSERTED, COMMENCED, TAKEN OR OTHERWISE PURSUED IN THE FUTURE, (V) "LAW" MEANS ANY LAW (STATUTORY, COMMON, OR OTHERWISE), CONSTITUTION, TREATY, CONVENTION, ORDINANCE, EQUITABLE PRINCIPLE, CODE, RULE, REGULATION, EXECUTIVE ORDER, OR OTHER SIMILAR AUTHORITY ENACTED, ADOPTED, PROMULGATED, OR APPLIED BY ANY GOVERNMENTAL BODY, EACH AS AMENDED AND NOW AND HEREINAFTER IN EFFECT, (VI) "GOVERNMENTAL BODY" MEANS ANY LEGISLATURE, AGENCY, BUREAU, BRANCH, DEPARTMENT, DIVISION, COMMISSION, COURT, TRIBUNAL, MAGISTRATE, JUSTICE, MULTI-NATIONAL ORGANIZATION, QUASI-GOVERNMENTAL BODY, OR OTHER SIMILAR RECOGNIZED ORGANIZATION OR BODY OF ANY FEDERAL, STATE, COUNTY, MUNICIPAL, LOCAL, OR FOREIGN GOVERNMENT OR OTHER SIMILAR RECOGNIZED ORGANIZATION OR BODY EXERCISING SIMILAR POWERS OR AUTHORITY, (VII) "ORDER" MEANS ANY ORDER, RULING, DECISION, VERDICT, DECREE, WRIT, SUBPOENA, MANDATE, PRECEPT, COMMAND, DIRECTIVE, CONSENT, APPROVAL, AWARD, JUDGMENT, INJUNCTION, OR OTHER SIMILAR DETERMINATION OR FINDING BY, BEFORE, OR UNDER THE SUPERVISION OF ANY GOVERNMENTAL AUTHORITY, ARBITRATOR, OR MEDIATOR, (VIII) "PERMIT" MEANS ANY PERMIT, LICENSE, CERTIFICATE, APPROVAL, CONSENT, NOTICE, WAIVER, FRANCHISE, REGISTRATION, FILING,

ACCREDITATION, OR OTHER SIMILAR AUTHORIZATION REQUIRED BY ANY LAW, GOVERNMENTAL BODY, OR CONTRACT, ANY "PERSON" MEANS ANY INDIVIDUAL, PARTNERSHIP, LIMITED LIABILITY COMPANY, CORPORATION, ASSOCIATION, JOINT STOCK COMPANY, TRUST, ENTITY, JOINT VENTURE, LABOR ORGANIZATION, UNINCORPORATED ORGANIZATION, OR GOVERNMENTAL BODY.

(c) IF ANY ACTION IS COMMENCED THAT MAY GIVE RISE TO A CLAIM FOR INDEMNIFICATION (AN "INDEMNIFICATION CLAIM") BY ANY INDEMNIFIED PARTY AGAINST CONTRACTOR, THEN SUCH INDEMNIFIED PARTY WILL PROMPTLY GIVE NOTICE TO CONTRACTOR AFTER SUCH INDEMNIFIED PARTY RECEIVES NOTICE OF SUCH ACTION. FAILURE TO NOTIFY CONTRACTOR WILL NOT RELIEVE CONTRACTOR OF ANY LIABILITY THAT IT MAY HAVE TO ANY INDEMNIFIED PARTY, EXCEPT TO THE EXTENT THE DEFENSE OF SUCH ACTION IS MATERIALLY AND IRREVOCABLY PREJUDICED BY THE INDEMNIFIED PARTY'S FAILURE TO GIVE SUCH NOTICE.

(d) CONTRACTOR WILL HAVE THE RIGHT TO DEFEND AGAINST AN INDEMNIFICATION CLAIM, WITH COUNSEL OF ITS CHOICE THAT IS SATISFACTORY TO THE INDEMNIFIED PARTY IF (i) WITHIN 10 DAYS FOLLOWING THE RECEIPT OF NOTICE OF THE INDEMNIFICATION CLAIM, THE CONTRACTOR NOTIFIES THE INDEMNIFIED PARTY IN WRITING THAT THE CONTRACTOR WILL INDEMNIFY THE INDEMNIFIED PARTY FROM AND AGAINST THE ENTIRETY OF ANY DAMAGES THE INDEMNIFIED PARTY MAY SUFFER RESULTING FROM, RELATING TO, ARISING OUT OF, OR ATTRIBUTABLE TO THE INDEMNIFICATION CLAIM, (ii) THE CONTRACTOR PROVIDES THE INDEMNIFIED PARTY WITH EVIDENCE REASONABLY ACCEPTABLE TO THE INDEMNIFIED PARTY THAT THE CONTRACTOR WILL HAVE THE FINANCIAL RESOURCES TO DEFEND AGAINST THE INDEMNIFICATION CLAIM AND PAY, IN CASH, ALL DAMAGES THE INDEMNIFIED PARTY MAY SUFFER RESULTING FROM, RELATING TO, ARISING OUT OF, OR ATTRIBUTABLE TO THE INDEMNIFICATION CLAIM, (iii) THE INDEMNIFICATION CLAIM INVOLVES ONLY MONEY DAMAGES AND DOES NOT SEEK AN INJUNCTION OR OTHER EQUITABLE RELIEF, (iv) SETTLEMENT OF, OR AN ADVERSE JUDGMENT WITH RESPECT TO, THE INDEMNIFICATION CLAIM IS NOT IN THE GOOD FAITH JUDGMENT OF THE INDEMNIFIED PARTY LIKELY TO ESTABLISH A PRECEDENTIAL CUSTOM OR PRACTICE MATERIALLY ADVERSE TO THE CONTINUING BUSINESS INTERESTS OF THE INDEMNIFIED PARTY, AND (v) THE CONTRACTOR CONTINUOUSLY CONDUCTS THE DEFENSE OF THE INDEMNIFICATION CLAIM ACTIVELY AND DILIGENTLY.

(e) SO LONG AS THE CONTRACTOR IS CONDUCTING THE DEFENSE OF THE INDEMNIFICATION CLAIM IN ACCORDANCE WITH THE IMMEDIATELY PRECEDING PARAGRAPH THE INDEMNIFIED PARTY MAY RETAIN SEPARATE CO-COUNSEL AT ITS SOLE COST AND EXPENSE AND PARTICIPATE IN THE DEFENSE OF THE INDEMNIFICATION CLAIM, (ii) THE INDEMNIFIED PARTY WILL NOT CONSENT TO THE ENTRY OF ANY ORDER WITH RESPECT TO THE INDEMNIFICATION CLAIM WITHOUT THE PRIOR WRITTEN CONSENT OF THE CONTRACTOR (NOT TO BE WITHHELD UNREASONABLY), AND (iii) THE CONTRACTOR WILL NOT CONSENT TO THE ENTRY OF ANY ORDER WITH RESPECT TO THE INDEMNIFICATION CLAIM WITHOUT THE PRIOR WRITTEN CONSENT OF THE INDEMNIFIED PARTY (NOT TO BE WITHHELD UNREASONABLY, PROVIDED THAT IT WILL NOT BE DEEMED TO BE UNREASONABLE FOR AN INDEMNIFIED PARTY TO WITHHOLD ITS CONSENT (A) WITH RESPECT TO ANY FINDING OF OR ADMISSION (1) OF ANY BREACH OR VIOLATION OF ANY LAW, ORDER OR PERMIT, (2) OF ANY VIOLATION OF THE RIGHTS OF ANY PERSON, OR (3) WHICH INDEMNIFIED PARTY BELIEVES COULD HAVE AN ADVERSE EFFECT ON ANY OTHER ACTIONS TO WHICH THE INDEMNIFIED PARTY OR ITS AFFILIATES ARE PARTY OR TO WHICH INDEMNIFIED PARTY HAS A GOOD FAITH BELIEF IT OR ANY OF ITS AFFILIATES MAY BECOME PARTY, OR (B) IF ANY PORTION OF SUCH ORDER WOULD NOT REMAIN SEALED). IF ANY CONDITION IN THE IMMEDIATELY PRECEDING PARAGRAPH IS OR BECOMES UNSATISFIED, (i) THE INDEMNIFIED PARTY MAY DEFEND AGAINST, AND CONSENT TO THE ENTRY OF ANY ORDER WITH RESPECT TO AN INDEMNIFICATION CLAIM IN ANY MANNER IT MAY DEEM APPROPRIATE (AND THE INDEMNIFIED PARTY NEED NOT CONSULT WITH, OR OBTAIN ANY CONSENT FROM, THE CONTRACTOR IN CONNECTION THEREWITH), (ii) THE CONTRACTOR WILL JOINTLY AND SEVERALLY BE OBLIGATED TO REIMBURSE THE INDEMNIFIED PARTY PROMPTLY AND PERIODICALLY FOR THE DAMAGES RELATING TO DEFENDING AGAINST THE INDEMNIFICATION CLAIM, AND (iii) THE CONTRACTOR WILL REMAIN JOINTLY AND SEVERALLY LIABLE FOR ANY DAMAGES THE INDEMNIFIED PARTY MAY SUFFER RELATING TO THE INDEMNIFICATION CLAIM TO THE FULLEST EXTENT PROVIDED IN THIS SECTION 42 39.

(f) THE CONTRACTOR HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY GOVERNMENTAL BODY, ARBITRATOR, OR MEDIATOR IN WHICH AN ACTION IS BROUGHT AGAINST ANY INDEMNIFIED PARTY FOR PURPOSES OF ANY INDEMNIFICATION CLAIM THAT AN INDEMNIFIED PARTY MAY HAVE UNDER THIS CONTRACT WITH RESPECT TO SUCH ACTION OR THE MATTERS ALLEGED THEREIN, AND AGREES THAT PROCESS MAY BE SERVED ON THE CONTRACTOR WITH RESPECT TO SUCH CLAIM ANYWHERE IN THE WORLD.

(g) THE INDEMNIFICATION OBLIGATIONS AND RIGHTS PROVIDED FOR IN THIS SECTIONS ~~42~~ 39 OF THIS CONTRACT WILL BE APPLICABLE WHETHER OR NOT THE SOLE, JOINT, OR CONTRIBUTORY NEGLIGENCE OF ANY INDEMNIFIED PARTY IS ALLEGED OR PROVEN. THE CONTRACTOR AND THE AUTHORITY AGREE THAT ALL OF THE PROVISIONS OF THE IMMEDIATELY PRECEDING SENTENCE ARE CONSPICUOUS.

38. 40. 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.

39. 41. 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.

40. 42. 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.

41- 43. 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.

42- 44. 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.

43- 45. 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.

44- 46. 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.

45- 47. 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.

46- 48. TOBACCO FREE WORKPLACE

(a) Definitions:

(1) **Tobacco products:** Tobacco products include cigarettes, cigars, pipes, snuff, snus, 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.

47- 49. 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 Pricing Schedule; (2) Contractual Terms and Conditions; (3) other provisions of the contract whether incorporated by reference or otherwise; and (4) the scope of services.

48- 50. 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.

49- 51. ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

(a) 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. 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.

50- 52. NO THIRD PARTY BENEFICIARIES

No term or provision of this Contract is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation for a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

54- 53. LABOR PROVISIONS

(a) The Authority shall be administratively and financially responsible for obligations under Section 13(c) of the Federal Transit Act (49 USC §5333(b)) and the Capital Metro 1989 13(c) Arrangement.

(b) The Contractor shall have financial liability for any 13(c) claims or obligations that are created by acts or omissions of the Contractor that are not directed by the Authority. The Contractor agrees that it is bound to the terms of the 1989 13(c) Arrangement and shall collectively bargain with the collective bargaining representative selected by the work force in accordance with the National Labor Relations Act (NLRA) and applicable law. **Additionally, the current Collective Bargaining Agreement (CBA) between MV Transit and ATU Local 1091 (Attachment 47) shall be the floor for negotiation of a new labor agreement, unless otherwise agreed between the Contractor and ATU Local 1091.** In addition, the Contractor shall cooperate with the Authority (including the provision of payroll records and other information) in the resolution or defense of any 13(c) claims or disputes, and in the implementation of any 13(c) remedies.

(c) The Contractor shall not assist or encourage any employee to file or otherwise pursue a 13(c) claim against the Authority, or take any action which is contrary to the interests of the Authority under 13(c) or its 13(c) arrangements or agreements, relating to the termination of Services under this contract, any future transition from the Contractor to service provider, or any other action or event relating to this contract. If the Contractor fails to comply with this obligation, the Contractor shall be financially liable for all costs incurred by the Authority (including attorneys' fees) associated with any 13(c) claims or delays in the receipt of Federal grants.

52- 54. CAPITAL METRO PROPERTY

(a) Capital Metro-furnished property.

(1) Capital Metro shall deliver to the Contractor, for use in connection with and under the terms of this contract, Capital Metro-furnished property described Attachment 7 – Equipment List and Attachment 9 – Tool List together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Capital Metro-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Capital Metro-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Capital Metro-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Capital Metro Program Manager, Paratransit Contracts detailing the facts, and, as directed by Capital Metro and at Capital Metro expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, Capital Metro shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Capital Metro-furnished property is not delivered to the Contractor by the required time, Capital Metro shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Capital Metro-furnished property.

(1) Capital Metro may, by written notice:

(i) decrease the Capital Metro-furnished property provided or to be provided under this contract, or

(ii) substitute other Capital Metro-furnished property for the property to be provided by Capital Metro, or to be acquired by the Contractor for Capital Metro, under this contract. The Contractor shall promptly take such action as Capital Metro may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if Capital Metro has agreed to make the property available for performing this contract and there is any-

(i) Decrease or substitution in this property pursuant to paragraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Capital Metro property.

(1) Capital Metro shall retain title to all Capital Metro-furnished property.

(2) All Capital Metro-furnished property and all property acquired by the Contractor, title to which vests in Capital Metro under this paragraph (collectively referred to as "Capital Metro property"), are subject to the provisions of this clause. Title to Capital Metro property shall not be affected by its incorporation into or attachment to any property not owned by Capital Metro, nor shall Capital Metro property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and equipment acquired by the Contractor for Capital Metro under this contract shall pass to and vest in Capital Metro when its use in performing this contract commences or when Capital Metro has paid for it, whichever is earlier, whether or not title previously vested in Capital Metro.

(4) If this contract contains a provision directing the Contractor to purchase material for which Capital Metro will reimburse the Contractor as a direct item of cost under this contract-

(i) Title to material purchased from a vendor shall pass to and vest in Capital Metro upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in Capital Metro upon-

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by Capital Metro, whichever occurs first.

(d) Use of Capital Metro property.

Capital Metro property shall be used only for performing this contract, unless otherwise provided in this contract or approved by Capital Metro.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Capital Metro property provided under this contract and shall comply with Section ~~52~~ 57, Management of Capital Metro Property in the Possession of Contractors, of this Exhibit E.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Capital Metro property in accordance with sound industrial practice and Section ~~53~~ 55. **CAPITAL METRO PROPERTY (FACILITIES)**, (h) Maintenance of this Exhibit E.

(3) If damage occurs to Capital Metro property, the risk of which has been assumed by Capital Metro under this contract, Capital Metro shall replace the items or the Contractor shall make such repairs as Capital Metro directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by Capital Metro. When any property for which Capital Metro is responsible is replaced or repaired, Capital Metro shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which Capital Metro is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access.

Capital Metro and all its designees shall have access at all reasonable times to the premises in which any Capital Metro property is located for the purpose of inspecting the Capital Metro property.

(g) Risk of loss.

Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Capital Metro property upon its delivery to the Contractor or upon passage of title to Capital Metro under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Capital Metro property or for Capital Metro property properly consumed in performing this contract.

(h) Equitable adjustment.

When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, Capital Metro may initiate an equitable adjustment in favor of Capital Metro. The right to an equitable adjustment shall be the Contractor's exclusive remedy. Capital Metro shall not be liable to suit for breach of contract for-

- (1) Any delay in delivery of Capital Metro-furnished property;
- (2) Delivery of Capital Metro-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Capital Metro-furnished property; or
- (4) Failure to repair or replace Capital Metro property for which Capital Metro is responsible.

(i) Final accounting and disposition of Capital Metro property.

Upon completing this contract, or at such earlier dates as may be fixed by Capital Metro, the Contractor shall submit, in a form acceptable to Capital Metro, inventory schedules covering all items of Capital Metro property (including any

resulting scrap) not consumed in performing this contract or delivered to Capital Metro. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Capital Metro property as may be directed or authorized by Capital Metro. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to Capital Metro as Capital Metro directs.

(j) Abandonment and restoration of Contractor's premises.

Unless otherwise provided herein, Capital Metro –

(1) May abandon any Capital Metro property in place, at which time all obligations of Capital Metro regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Capital Metro-furnished property is withdrawn or is unsuitable for the intended use, or if other Capital Metro property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications.

All communications under this clause shall be in writing.

53- 55. CAPITAL METRO PROPERTY (FACILITIES)

(a) Definitions. For the purpose of this contract, the following definitions apply:

- "Facilities," as used in this clause, means all property provided under this contract
- "Related contract," as used in this clause, means a Capital Metro contract or subcontract for supplies or services under which the use of the facilities is or may be authorized.

(b) Facilities to be provided.

Capital Metro, subject to the provisions of this contract, shall furnish to the Contractor the facilities identified in Attachment 7 – Tools and Equipment and **Exhibit F, Section 12. SOUTH BASE PARATRANSIT FACILITY** Attachment ~~6 – Building Suites~~, as Capital Metro-furnished facilities.

(c) Period of this contract.

If not otherwise specified in the contract and if not previously terminated under this Section 53 paragraph (m) below, the use of the facilities authorized under this contract shall terminate upon expiration of the contract.

(d) Title in the facilities.

(1) Capital Metro shall retain title to all Capital Metro-furnished property.

(2) Title to all facilities and components shall pass to and vest in Capital Metro upon delivery by the vendor of all such items purchased by the Contractor for which it is entitled to be reimbursed as a direct item of cost under this contract.

(3) Title to replacement parts furnished by the Contractor in carrying out its normal maintenance obligations under this Section 52 55, paragraph (h) below shall pass to and vest in Capital Metro upon completion of their installation in the facilities.

(4) Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in Capital Metro upon:

- (i) Issuance of the property for use in performing this contract;
- (ii) Commencement of processing or use of the property in performing this contract; or
- (iii) Reimbursement of the cost of the property by Capital Metro, whichever occurs first.

(5) Title to the facilities shall not be affected by their incorporation into or attachment to any property not owned by Capital Metro, nor shall any item of the facilities become a fixture or lose its identity as personal property by being attached to any real property. The Contractor shall keep the facilities free and clear of all liens and encumbrances and, except as otherwise authorized by this contract or by Capital Metro, shall not remove or otherwise part with possession of, or permit the use by others of, any of the facilities.

(6) The Contractor may at its own expense, with the written approval of Capital Metro, install, arrange, or rearrange, on Capital Metro-furnished premises, readily movable machinery, equipment, and other items belonging to the Contractor. Title to any such item shall remain in the Contractor even though it may be attached to real property owned by Capital Metro, unless Capital Metro determines that it is so permanently attached that removal would cause substantial injury to Capital Metro property.

(7) The Contractor shall not construct or install, at its own expense, any fixed improvement or structural alterations in Capital Metro buildings or other real property without advance written approval of Capital Metro. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. The term does not include foundations for production equipment.

(e) Location of the facilities.

The Contractor may use the facilities at any of the locations with the prior written approval of Capital Metro, at any other location. In granting this approval, Capital Metro may prescribe such terms and conditions as may be deemed necessary for protecting Capital Metro's interest in the facilities involved. Those terms and conditions shall take precedence over any conflicting provisions of this contract.

(f) Notice of use of the facilities.

The Contractor shall notify Capital Metro in writing:

(1) Whenever use of all facilities for Capital Metro work in any quarterly period averages less than 75 percent of the total use of the facilities; or

(2) Whenever any item of the facilities is no longer needed or usable for performing existing related contracts that authorize such use.

(g) Property control.

The Contractor shall maintain property control procedures and records and a system of identification of the facilities, in accordance with Section 55 57, MANAGEMENT OF CAPITAL METRO PROPERTY IN THE POSSESSION OF CONTRACTORS, of this Exhibit E.

(h) Maintenance.

(1) Except as otherwise provided in the Contract, the Contractor shall perform normal maintenance of the facilities in accordance with sound industrial practice, including protection, preservation, and repair of the facilities and normal parts replacement for equipment. In addition, Attachment **15 – PM & WO Requirements – 2017** ~~40 – Building and Equipment PM Program~~, the maintenance shall include, but not be limited to the following:

(i) Annual inspection and certification of existing back flow protection device on the 2" water line for the bus wash system.

- (ii) Annual industrial waste/discharge permit for the existing sludge/grease traps located on site underground.
- (iii) Annual cost of having sludge/grease pit emptied and disposal of contents at a licensed hazardous waste disposal site and tracking of hazardous waste according all local, state or other applicable regulations or EPA guidelines.
- (iv) Disposal of reclaimed motor oil
- (v) Annual inspection of existing irrigation system and replacement of damaged parts
- (vi) Plumbing lines and equipment repair
- (vii) Exterior lighting and high-bay maintenance light bulb replacement
- (viii) Bus wash gantry system annual maintenance and repair

(2) **Within twenty (20) days** after the execution of this contract, the Contractor shall submit to the Capital Metro Project Manager a written proposed maintenance program, including a maintenance records system, in sufficient detail to show its adequacy. If the Project Manager agrees to the proposed program, it shall become the normal maintenance obligation of the Contractor. The Contractor's performance according to the approved program shall satisfy the Contractor's obligations under paragraphs (h)(1) and (h)(5) of this clause.

(3) Capital Metro may at any time direct the Contractor in writing to reduce the work required by the normal maintenance program. If such order reduces the cost of performing the maintenance, an appropriate equitable adjustment may be made in any affected related contract that so provides.

(4) The Contractor shall perform any maintenance work directed by Capital Metro in writing. The Contractor shall notify Capital Metro in writing when sound industrial practice requires maintenance in excess of the normal maintenance program.

(5) The Contractor shall keep records of all work done on the facilities and shall give Capital Metro reasonable opportunity to inspect these records. All records related to asset management, maintenance and disposal will be documented in the Spear 4i asset management system. When facilities are disposed of under this contract, the Contractor shall deliver the related records to Capital Metro or, if Capital Metro directs, to third persons.

(6) The Contractor's obligation under this clause for each item of facilities shall continue until the item is removed, abandoned, or disposed of; until the expiration of the 120-day period stated in paragraph (n)(3) of this clause; and until the Contractor has discharged its other obligations under this contract with respect to such items.

(i) Access.

Capital Metro and any persons designated by it shall, at all reasonable times, have access to the premises where any of the facilities are located.

(j) Indemnification of Capital Metro.

The Contractor shall indemnify Capital Metro and hold it harmless against claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the facilities.

(k) Late delivery, diversion, and substitution.

(1) Capital Metro shall not be liable for breach of contract for any delay in delivery or non-delivery of facilities to be furnished under this contract.

(2) Capital Metro has the right, at its expense, to divert the facilities under this contract by directing the Contractor to-

(i) Deliver any of the facilities to locations other than those specified in Exhibit F-8, Equipment/Facility List; or

(ii) Assign purchase orders or subcontracts for any of the facilities to Capital Metro or third parties.

(3) Capital Metro may furnish any facilities instead of having the Contractor acquire or construct them. In such event, the Contractor is entitled to reimbursement for the cost related to the acquisition or construction of the facilities, including the cost of terminating purchase orders and subcontracts.

(4) Appropriate equitable adjustment may be made in any related contract that so provides and that is affected by any non-delivery, delay, diversion, or substitution under this paragraph (k).

(l) Representations and warranties.

(1) Capital Metro makes no warranty, express or implied, regarding the condition or fitness for use of any facilities. To the extent practical, the Contractor shall be allowed to inspect all the facilities to be furnished by Capital Metro before the award of this contract.

(2) If the Contractor receives facilities in a condition not suitable for the intended use, the Contractor shall, within 30 days after receipt and installation thereof, so notify Capital Metro, detailing the facts and, as directed by Capital Metro and at Capital Metro expense, either

(i) return such item or otherwise dispose of it or

(ii) effect repairs or modifications. An appropriate equitable adjustment may be made in any related contract that so provides and that is affected by the return, disposition, repair, or modification of any facilities.

(m) Termination of the use of the facilities.

The Contracting Officer may at any time, upon written notice, terminate or limit the Contractor's authority to use any of the facilities. Except as otherwise provided in this contract, an equitable adjustment may be made in any related contract of the Contractor that so provides and that is affected by such notice.

(n) Disposition of the facilities.

(1) The provisions of this paragraph (n) shall apply to facilities for which use has been terminated by Capital Metro under paragraph (m), except as provided in paragraph (n)(2).

(2) Within 60 days after the effective date of any notice of termination given under paragraph (m), or within such longer period as Capital Metro may approve in writing, the Contractor shall submit to Capital Metro, in a form satisfactory to Capital Metro, an accounting for all the facilities covered by the notice.

(3) Within 120 days after the Contractor accounts for any facilities under paragraph (n)(2), Capital Metro shall give written notice to the Contractor as to the disposition of the facilities, except as otherwise provided in paragraph (n)(5). In its disposition of the facilities, Capital Metro may either-

(i) Abandon the facilities in place, in which case all obligations of Capital Metro regarding such abandoned facilities and the restoration or rehabilitation of the premises in and on which they are located shall immediately cease; or

(ii) Require the Contractor to comply, at Capital Metro expense, with such directions as Capital Metro may give with respect to:

(A) The preparation, protection, removal, or shipment of the affected facilities;

(B) The retention or storage of the affected facilities; provided that Capital Metro shall not direct the Contractor to retain or store any items of facilities in or on real property not owned by Capital Metro if such retention or storage will interfere with the Contractor's operations;

(C) The restoration of Capital Metro-owned property incident to the removal of the facilities from such property; and

(D) The sale of any affected facilities in such manner, at such times, and at such price as may be approved by Capital Metro, except that the Contractor shall not be required to extend credit to any purchaser.

(4) If Capital Metro fails to give the written notice required by paragraph (n)(3) within the prescribed 120-day period, the Contractor may, upon not less than 30 days' written notice to Capital Metro and at Capital Metro risk and expense,

(i) retain the facilities in place, or

(ii) remove any of the affected severable facilities located in Contractor-owned property and store them at the Contractor's plant or in a public insured warehouse, in accordance with sound practice. Except as provided in this paragraph, Capital Metro shall not be liable to the Contractor for failure to give the written notice required by paragraph (n)(3).

(5) Non-severable items of the facilities or items of the facilities subject to patent or proprietary rights shall be disposed of in such manner as the parties may have agreed to in writing.

(6) Capital Metro, either directly or by third persons engaged by it, may remove or otherwise dispose of any facilities for which the Contractor's authority to use has been terminated, other than those for which specific provision is made in paragraph (n)(5).

(7) The Contractor shall, within a reasonable time after the expiration of the 120-day period specified in paragraph (n)(3), remove all of its property from Capital Metro property and take such action as Capital Metro may direct in writing with respect to restoring that Capital Metro property (to the extent that it is affected by the installation of the Contractor's property) to its condition before such installation.

(8) Unless otherwise specifically provided in this contract, Capital Metro shall not be obligated to the Contractor to restore or rehabilitate any property at the Contractor's plant, except for restoration or rehabilitation costs caused by removal of the facilities under subdivision (n)(3)(ii). The Contractor agrees to indemnify Capital Metro against all suits or claims for damages arising out of Capital Metro's failure to restore or rehabilitate any property at the Contractor's plant or property of its subcontractors, except any damage as may be caused by the negligence of Capital Metro, its agents, or independent contractors.

54- 56. LIABILITY FOR THE FACILITIES

(a) The term "Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant or separate location in which the facilities are installed or located; or

(3) A separate and complete major industrial operation in connection with which the facilities are used.

(b) The Contractor shall not be liable for any loss or destruction of, or damage to, the facilities or for expenses incidental to such loss, destruction, or damage, except as provided in this clause.

(c) The Contractor shall be liable for loss or destruction of, or damage to, the facilities, and for expenses incidental to such loss, destruction, or damage-

(1) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;

(2) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(3) For which the Contractor is otherwise responsible under the express terms of this contract;

(4) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(5) That results from a failure, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel-

(i) To establish, maintain, and administer a system for control of the facilities in accordance Section 52 55 of this Exhibit E; or

(ii) To maintain and administer a program for maintenance, repair, protection, and preservation of the facilities, in accordance with Section 52 55, item (h) MAINTENANCE of this Exhibit E, or to take reasonable steps to comply with any appropriate written direction that Capital Metro may prescribe as reasonably necessary for the protection of the facilities.

(d) If the Contractor fails to act as provided by paragraph (c)(5) of this clause, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of Capital Metro's disapproval, withdrawal of approval, or non-acceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

Furthermore, any loss or destruction of, or damage to, the Capital Metro property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage:

(1) Did not result from the Contractor's failure to maintain an approved program or system; or

(2) Occurred while an approved program or system was maintained by the Contractor.

(e) If the Contractor transfers facilities to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the facilities. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the facilities while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of Capital Metro , relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all the facilities in as good condition as when received, except for reasonable wear and tear or for their utilization in accordance with the provisions of the prime contract.

(f) Unless expressly directed in writing by Capital Metro, the Contractor shall not include in the price or cost under any contract with Capital Metro the cost of insurance (including self-insurance) against any form of loss, destruction, or damage to the facilities. Any insurance required under this clause shall be in such form, in such amounts, for such periods of time, and with such insurers (including the Contractor as self-insurer in appropriate circumstances) as Capital Metro shall require or approve. Such insurance shall provide for 30 days advance notice to the Contracting Officer, in the event of cancellation or material change in the policy coverage on the part of the insurer. Documentation of insurance or an authenticated copy of such insurance shall be deposited promptly with Capital Metro. The Contractor shall, not less than 30 days before the expiration of such insurance, deliver to Capital Metro documentation of insurance or an authenticated copy of each renewal policy. The insurance shall be in the name of Capital Metro, the Contractor, and such other interested parties as Capital Metro shall approve, and shall contain a loss payable clause reading substantially as follows: Any loss under this policy shall be adjusted with (Contractor) and the proceeds, at the direction of Capital Metro, shall be paid to (Contractor). Proceeds not paid to (Contractor) shall be paid to the office designated by Capital Metro.

(g) When there is any loss or destruction of, or damage to, the facilities-

(1) The Contractor shall promptly notify Capital Metro and, with the assistance of Capital Metro, shall take all reasonable steps to protect the facilities from further damage, separate the damaged and undamaged facilities, put all the facilities in the best possible order, and promptly furnish to Capital Metro (and in any event within 30 days) a statement of-

- (i) The facilities lost or damaged;
- (ii) The time and origin of the loss or damage;
- (ii) All known interests in commingled property of which the facilities are a part; and
- (iv) Any insurance covering any part of or interest in such commingled property;

(2) The Contractor shall make such repairs, replacements and renovations of the lost, destroyed, or damaged facilities, or take such other action as Capital Metro may direct in writing; and

(3) The Contractor shall perform its obligations under this paragraph (g) at Capital Metro expense, except to the extent that the Contractor is liable for such damage, destruction, or loss under the terms of this clause, and except as any damage, destruction, or loss is compensated by insurance.

(h) Capital Metro is not obliged to replace or repair the facilities that have been lost, destroyed, or damaged. If Capital Metro does not replace or repair the facilities, the right of the parties to an equitable adjustment in delivery or performance dates, price, or both, and in any other contractual condition of the related contracts affected shall be governed by the terms and conditions of those contracts.

(i) Except to the extent of any loss or destruction of, or damage to, the facilities for which the Contractor is relieved of liability, the facilities shall be returned to Capital Metro or otherwise disposed of under the terms of this contract-

- (1) In as good condition as when received by the Contractor;
- (2) Improved; or
- (3) As required under the terms of this contract, less ordinary wear and tear.

(j) If the Contractor is in any way compensated (excepting proceeds from use and occupancy insurance, the cost of which is not borne directly or indirectly by Capital Metro) for any loss or destruction of, or damage to, the facilities, the Contractor, as directed by Capital Metro, shall-

- (1) Use the proceeds to repair, renovate, or replace the facilities involved; or
- (2) Pay such proceeds to Capital Metro.

(k) The Contractor shall do nothing to prejudice Capital Metro's right to recover against third parties for any loss or destruction of, or damage to, the facilities. Upon the request of the Contracting Officer, the Contractor shall furnish to Capital Metro, at Capital Metro expense, all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of Capital Metro) in obtaining recovery.

55- 57. MANAGEMENT OF CAPITAL METRO PROPERTY IN THE POSSESSION OF CONTRACTORS

(a) **Scope**

This section prescribes the minimum requirements contractors must meet in establishing and maintaining control over Capital Metro property. If there is any inconsistency between this section and the terms of the contract under which the Capital Metro property is provided, the terms of the contract shall govern.

(b) **Definitions**

(1) "Accessory item," as used in this section, means an item that facilitates or enhances the operation of plant equipment but which is not essential for its operation.

(2) "Auxiliary item," as used in this section, means an item without which the basic unit of plant equipment cannot operate.

(3) "Contractor-acquired property," as used in this part, means property acquired or otherwise provided by the contractor for performing a contract and to which Capital Metro has title.

(4) "Custodial records," as used in this section, means written memoranda of any kind, such as requisitions, issue hand receipts, tool checks, and stock record books, used to control items issued from tool cribs, tool rooms, and stockrooms.

(5) "Discrepancies incident to shipment," as used in this section, means all deficiencies incident to shipment of Capital Metro property to or from a contractor's facility whereby differences exist between the property purported to have been shipped and property actually received. Such deficiencies include loss, damage, destruction, improper status and condition coding, errors in identity or classification, and improper consignment.

(6) "Facilities," as used in this section, means a contract under which Capital Metro facilities are provided to a contractor or subcontractor by Capital Metro for use in connection with performing one or more related contracts for supplies or services.

(7) "Capital Metro-furnished property," as used in this part, means property in the possession of, or directly acquired by, Capital Metro and subsequently made available to the contractor.

(8) "Capital Metro property," means all property owned by or leased to Capital Metro or acquired by Capital Metro under the terms of the contract. It includes both Capital Metro-furnished property and contractor-acquired property as defined in this section. "Individual item record," as used in this section, means a separate card, form, document or specific line(s) of computer data used to account for one item of property.

(9) "Plant equipment," as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

(10) "Property administrator," as used in this section, means an authorized representative of Capital Metro assigned to administer the contract requirements and obligations relating to Capital Metro property.

(11) "Real property," as used in this part, means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

(12) "Property," as used in this part, means all property, both real and personal. It includes facilities, material, special tooling, special test equipment, and agency-peculiar property.

(13) "Salvage," as used in this section, means property that, because of its worn, damaged, deteriorated, or incomplete condition or specialized nature, has no reasonable prospect of sale or use as serviceable property without major repairs, but has some value in excess of its scrap value.

(14) "Scrap," as used in this section, means personal property that has no value except for its basic material content.

(15) "Special test equipment," as used in this part, means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a contract. It consists of items or assemblies of equipment including standard or general purpose items or components that are interconnected and interdependent so as to become a new functional entity for special testing purposes. It does not include material, special tooling, facilities (except foundations and similar improvements necessary for installing special test equipment), and plant equipment items used for general plant testing purposes.

(16) "Special tooling," as used in this part, means jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, all components of these items, and replacement of these items, which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services. It does not include material, special test equipment, facilities (except foundations and similar improvements necessary for installing special tooling), general or special machine tools, or similar capital items.

(17) "Stock record," as used in this section, means a perpetual inventory record which shows by nomenclature the quantities of each item received and issued and the balance on hand.

(18) "Summary record," as used in this section, means a separate card, form, document or specific line(s) of computer data used to account for multiple quantities of a line item of special tooling, special test equipment, or plant equipment costing less than \$5,000 per unit.

(19) "Utility distribution system," as used in this section, includes distribution and transmission lines, substations, or installed equipment forming an integral part of the system by which gas, water, steam, electricity, sewerage, or other utility services are transmitted between the outside building or structure in which the services are used and the point of origin, disposal, or connection with some other system. It does not include communication services.

(20) "Work-in-process," as used in this section, means material that has been released to manufacturing, engineering, design or other services under the contract and includes undelivered manufactured parts, assemblies, and products, either complete or incomplete.

(c) **Contractor Responsibility**

(1) The contractor is directly responsible and accountable for all Capital Metro property in accordance with the requirements of the contract. This includes Capital Metro property in the possession or control of a subcontractor. The contractor shall establish and maintain a system in accordance with this section to control, protect, preserve, and maintain all Capital Metro property. This property control system shall be in writing unless the property administrator determines that maintaining a written system is unnecessary. The system shall be reviewed and, if satisfactory, approved in writing by the property administrator.

(2) The contractor shall maintain and make available the records required by this section and account for all Capital Metro property until relieved of that responsibility. The contractor shall furnish all necessary data to substantiate any request for relief from responsibility.

(3) The contractor shall be responsible for the control of Capital Metro property under this section upon:

(i) Delivery of Capital Metro-furnished property into its custody or control;

(ii) Delivery, when property is purchased by the contractor and the contract calls for reimbursement by Capital Metro (this requirement does not alter or modify contractual requirements relating to passage of title);

(iii) Approval of its claim for reimbursement by Capital Metro or upon issuance for use in contract performance, whichever is earlier, of property withdrawn from contractor-owned stores and charged directly to the contract; or

(iv) Acceptance of title by Capital Metro when title is acquired pursuant to specific contract clauses or as a result of change orders or contract termination.

(4) Property to which Capital Metro has acquired a lien or title solely as a result of advance, progress, or partial payments is not subject to the requirements of this section.

(5) The contractor shall require subcontractors provided Capital Metro property under the prime contract to comply with the requirements of this section. Procedures for assuring subcontractor compliance shall be included in the contractor's property control system.

(6) If the property management finds any portion of the contractor's property control system to be inadequate, the contractor must take any necessary corrective action before the system can be approved. If the contractor and property administrator cannot agree regarding the adequacy of control and corrective action, the matter shall be referred to the contracting officer.

(7) When Capital Metro property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall promptly-

(i) Record such property according to the established property control procedure; and

(ii) Furnish to the property administrator all known circumstances and data pertaining to its receipt and a statement as to whether there is a need for its retention.

(8) The contractor shall promptly report all Capital Metro property in excess of the amounts needed to complete full performance under the contracts providing it or authorizing its use.

(9) When unrecorded Capital Metro property is found, both the cause of the discrepancy and actions taken or needed to prevent recurrence shall be determined and reported to the property administrator.

(d) **Receipts For Capital Metro Property**

The contractor shall furnish written receipts for all or specified classes of Capital Metro property only when the property administrator deems it essential for maintaining minimum acceptable property controls. If evidence of receipt is required for contractor-acquired property, the contractor shall provide it before submitting its request for payment for the property. For Capital Metro-furnished property, the contractor shall provide the required receipt immediately upon receipt of the property.

(e) **Discrepancies Incident To Shipment**

(1) Capital Metro-furnished property. If overages, shortages, or damages are discovered upon receipt of Capital Metro-furnished property, the contractor shall provide a statement of the condition and apparent causes to the property administrator and to other activities specified in the approved property control system. Only that quantity of property actually received will be recorded on the official records.

(2) Contractor-acquired property. The contractor shall take all actions necessary in adjusting overages, shortages, or damages in shipment of contractor-acquired property from a vendor or supplier. However, when the shipment has moved by Capital Metro bill of lading and carrier liability is indicated, the contractor shall report the discrepancy in accordance with paragraph (1) of this subsection.

(f) **Relief from Responsibility**

Unless the contract or Capital Metro provides otherwise, the contractor shall be relieved of property control responsibility for Capital Metro property by-

(1) Reasonable and proper consumption of property in the performance of the contract as determined by the property administrator;

(2) Retention by the contractor, with the approval of Capital Metro, of property for which Capital Metro has received consideration;

(3) The authorized sale of property, provided the proceeds are received by or credited to Capital Metro;

(4) Shipment from the contractor's plant, under Capital Metro instructions, except when shipment is to a subcontractor or other location of the contractor; or

(5) A determination by Capital Metro of the contractor's liability for any property that is lost, damaged, destroyed, or consumed in excess of that normally anticipated in a manufacturing or processing operation, if-

(i) The determination is furnished to the contractor in writing;

(ii) Capital Metro is reimbursed where required by the determination; and

(iii) Property rendered unserviceable by damage is properly disposed of, and the determination is cross-referenced to the shipping or other documents evidencing disposal.

(g) **Contractor's Liability**

(1) Subject to the terms of the contract and the circumstances surrounding the particular case, the contractor may be liable for shortages, loss, damages, or destruction of Capital Metro property. The contractor may also be liable when the use or consumption of Capital Metro property unreasonably exceeds the allowances provided for by the contract, the bill of material, or other appropriate criteria.

(2) The contractor shall investigate and report to the property administrator all cases of loss, damage, or destruction of Capital Metro property in its possession or control as soon as the facts become known or when requested by the property administrator. A report shall be furnished when completed and accepted products or end items are lost, damaged, or destroyed while in the contractor's possession or control.

(3) The contractor shall require any of its subcontractors possessing or controlling Capital Metro property accountable under the contract to investigate and report all instances of loss, damage, or destruction of such property.

(h) **Records and Reports of Capital Metro Property**

(1) The contractor's property control records shall constitute the Capital Metro's official property records unless an exception has been authorized. The contractor shall establish and maintain adequate control records for all Capital Metro property, including property provided to and in the possession or control of a subcontractor. The property control records specified in this section are the minimum required by Capital Metro. Unless the property administrator directs otherwise, when a subcontractor has an approved property control system for Capital Metro property provided under its own prime contracts, the contractor shall use the records created and maintained under that system.

(2) The contractor's property control system shall provide financial accounts for Capital Metro -owned property in the contractor's possession or control. The system shall be subject to internal control standards and be supported by property records for such property.

(3) Official Capital Metro property records must identify all Capital Metro property and provide a complete, current, auditable record of all transactions. The contractor's system of records maintenance shall be sufficient to adequately control Capital Metro property as required by this section. The contractor's system of records maintenance, as a minimum, shall be equivalent to and maintained in the same manner as the contractor's system for maintaining records of contractor-owned property, but need not exceed the requirements of this section. The records shall be safeguarded from tampering or destruction. Records shall be accessible to authorized Capital Metro personnel.

(4) Separate property records for each contract are desirable, but a consolidated property record may be maintained if it provides the required information.

(5) Special tooling and special test equipment fabricated from materials that are the property of Capital Metro shall be recorded as Capital Metro-owned immediately upon fabrication. Special tooling and special test equipment fabricated from materials that are the property of the contractor shall be recorded as Capital Metro property at the time title passes to Capital Metro.

(6) Property records of the type established for components acquired separately shall be used for serviceable components permanently removed from items of Capital Metro property as a result of modification.

(7) The contractor's property control system shall contain a system or technique to locate any item of Capital Metro property within a reasonable period of time.

(i) **Basic Information**

(1) Unless summary records are used as authorized under paragraph (b) of this section, the contractor's property control records shall provide the following basic information for every item of Capital Metro property in the contractor's possession, regardless of value:

(i) The name, description, and Stock Number (if furnished by Capital Metro or available in the property control system).

(ii) Quantity received (or fabricated), issued, and on hand.

(iii) Unit price (and unit of measure).

(iv) Contract number or equivalent code designation.

(v) Location.

(vi) Disposition.

(vii) Posting reference and date of transaction.

(2) Summary records are normally adequate for special tooling, special test equipment, and plant equipment costing less than \$5,000 per unit, except where Capital Metro determines that individual item records are necessary for effective control, calibration, or maintenance. Summary records shall provide the information listed in paragraphs (1)(i) through (1)(vii) of this section, but may reference a general location, provided the contractor can locate the property within a reasonable period of time.

(j) **Records of Pricing Information**

(1) Requirement for unit prices.

(i) The contractor's property control system shall contain the unit price for each item of Capital Metro property except as provided in (2) of this section. When a contractor records the unit price of property on other than the quantitative inventory records, those supplementary records shall become part of the official Capital Metro property records.

(ii) The requirement that unit prices be contained in the official Capital Metro property records does not apply to those separate property records located at a contractor's secondary sites and subcontractor plants; provided, that-

(A) Records maintained by the prime contractor at its primary site include unit prices; and

(B) The prime contractor agrees to furnish actual or estimated unit prices to the secondary site or subcontractor as the need arises.

(iii) When definite information as to unit price cannot be obtained, reasonable estimates will be used.

(2) Determining unit price.

(i) Contractor-acquired and contractor-fabricated property. Except for items fabricated by nonprofit organizations for research and development purposes, the unit price of contractor-acquired and contractor-fabricated property shall be determined in accordance with the system established by the contractor in conformance with consistently applied sound accounting principles. Generally, separate unit prices should be applied to items of special tooling and special test equipment fabricated or acquired by the contractor. However, if the contractor's accounting system is acceptable, and if maintaining detailed cost records results in excessive accounting cost or is otherwise impracticable, group pricing may be used for special tooling, special test equipment, and work-in-process in accordance with the contractor's acceptable cost accounting system. All processed material, fabricated parts, components, and assemblies charged to the contractor's work-in-process inventory, including items in temporary storage while awaiting processing, may be considered as work-in-process for this purpose.

(ii) Capital Metro-furnished property. Capital Metro shall determine and furnish to the contractor the unit price of Capital Metro-furnished property. Transportation and installation costs shall not generally be considered as part of the unit price for this purpose. Normally, the unit price of Capital Metro-furnished property will be provided on the document covering shipment of the property to the contractor. In the event the unit price is not provided on the document, the contractor will take action to obtain the information.

(k) **Records of Material**

(1) General. All Capital Metro material furnished to the contractor, as well as other material to which title has passed to Capital Metro by reason of allocation from contractor-owned stores or purchase by the contractor for direct charge to a Capital Metro contract or otherwise, shall be recorded in accordance with the contractor's property control system and the requirements of this section.

(2) Consolidated stock record. When a contractor has more than one Capital Metro contract under which Capital Metro material is provided, a consolidated record for materials may be authorized by the property administrator, provided, the total quantity of any item is allocated to each contract by contract number and each requisition of material from contractor-owned stores is charged to the contract on which the material is to be used. The supporting document or issue slip shall show the contract number or equivalent code designation to which the issue is charged.

(3) Custodial records. The contractor shall maintain custodial records for tool crib items, guard force items, protective clothing, and other items issued to individuals for use in their work.

(4) Use of receipt and issue documents. The property administrator may authorize the contractor to maintain, in lieu of stock records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of Capital Metro-provided material that is issued for immediate consumption and is not entered in the inventory record as a matter of sound business practice. This method of control may be authorized for-

(i) Material charged through overhead;

(ii) Material under research and development contracts;

(iii) Subcontracted or outside production items;

(iv) Nonstock or special items;

(v) Items that are produced for direct charge to a contract, or are acquired and issued for installation upon receipt, and involve no spoilage; and

(vi) Items issued from contractor-owned inventory direct to production or maintenance, etc.

(5) The contractor shall take physical inventories of material in stores included in the systems (other than work-in-process) at least annually, extend and reconcile prices to the quantitative balance for each item, and record adjustments in the stock record and financial inventory control accounts. Such physical inventories and adjustments,

as well as equitable distribution to cost accounts of any inventory losses, shall be reviewed by and are subject to the approval of the property administrator.

(l) **Records of Real Property**

The contractor shall maintain an itemized record of the description, location, acquisition cost, and disposition of all Capital Metro real property (including unimproved real property); all alterations, all construction work, and sites connected with such alteration and construction, acquired by purchase, lease, or otherwise. These records, including maps, drawings, plans, specifications, and supplementary data where necessary, shall-

- (1) Be complete;
 - (2) Show the original cost of the property and improvements and the cost of any changes and additions;
- and
- (3) Be appropriately indexed.

(m) **Records of Scrap or Salvage**

(1) The contractor shall maintain records of all scrap or salvage generated. These records shall conform to the contractor's established system of scrap and salvage control approved by the property administrator.

- (2) The contractor's property control system shall provide the following information:
- (i) Contract number, if practical, or equivalent code designation from which the scrap or salvage derived.
 - (ii) Nomenclature or description of salvable items or classification (material content) of scrap.
 - (iii) Quantity on hand.
 - (iv) Posting reference and date of transaction.
 - (v) Disposition.

(n) **Records of Related Data and Information**

The contractor shall maintain property control and accountability, in accordance with sound business practice, of manufacturing or assembly drawings; installation, operation, repair, or maintenance instructions; and other similar information furnished to the contractor by Capital Metro or generated or acquired by the contractor under the contract and for which title vests in Capital Metro. The requirements of this section do not otherwise apply to such property.

(o) **Reports of Capital Metro Property**

(1) The contractor's property control system shall provide annually the total acquisition cost of Capital Metro property for which the contractor is accountable under each contract, including Capital Metro property at subcontractor plants and alternate locations. The following classifications (property classifications may be varied to meet individual agency needs) shall be reported:

- (i) Land and rights therein.
- (ii) Other real property, including utility distribution systems, buildings, structures, and improvements thereto.
- (iii) Plant equipment.
- (iv) Special tooling.

- (v) Special test equipment.
- (vi) Material.
- (vii) Agency peculiar property.

(2) The contractor shall report the information under paragraph (1) as directed by the contracting officer.

(p) **Identification**

(1) Upon receipt of Capital Metro property, the contractor shall promptly:

- (i) Identify the property in accordance with Capital Metro procedures;
- (ii) Mark the property in accordance with this section; and
- (iii) Record the property in its property control records.

(2) Except for the following, all Capital Metro property shall be marked with an indication of Capital Metro ownership:

(i) Items issued to individuals for use in their work (e.g., protective clothing or tool crib tools) where adequate physical control is maintained over the items.

(ii) Property of a bulk type, or where its general nature of packing or handling precludes adequate marking.

(iii) Material that is commingled with contractor's

(iv) Where the property administrator agrees that marking is impractical.

(v) Exempted items shall be entered and described on the accountable property records.

(3) In addition to marking with an indication of Capital Metro ownership, the following property shall be marked with a serial number in accordance with procedures approved by the property administrator:

(i) Special tooling.

(ii) Special test equipment.

(iii) Components of special test equipment that have an acquisition cost of \$5,000 or more and are incorporated in a manner that makes removal and reutilization feasible and economical.

(iv) Plant equipment.

(v) Accessory or auxiliary equipment associated with a specific item of plant equipment that is recorded on the property records, if necessary to assure return with the associated basic item.

(4) The contractor shall record assigned numbers on all applicable documents pertaining to the property control system.

(5) If the property is included in the Capital Metro system, the contractor may use the property's registration number as the serial number. The contractor should obtain the registration number through the property administrator.

(6) The markings in paragraphs (2) and (3) of this section shall be:

- (i) securely affixed to the property,
- (ii) legible, and

(iii) conspicuous. Examples of appropriate markings are bar coding, decals, and stamping. If marking will damage the property or is otherwise impractical, the contractor shall promptly notify the property administrator and ask for the item to be exempted (see paragraph (2) of this section). Markings shall be removed or obliterated when Capital Metro property is sold, scrapped, or donated.

(q) **Segregation of Capital Metro Property**

Capital Metro property shall be kept physically separate from contractor-owned property. However, when advantageous to Capital Metro and consistent with the contractor's authority to use such property, the property may be commingled-

(1) When Capital Metro property is special tooling, special test equipment, or plant equipment clearly identified and recorded as Capital Metro property;

(2) When-

(i) Scrap of a uniform nature is produced from both Capital Metro-owned and contractor-owned material and physical segregation is impracticable,

(ii) Scrap produced from Capital Metro-owned material is insignificant in consideration of the cost of segregation and control, or

(iii) Capital Metro contracts involved are fixed-price and provide for the retention of the scrap by the contractor; or

(3) When otherwise approved by the property administrator.

(r) **Physical Inventories**

The contractor shall periodically, but not less than every two (2) years, physically inventory all Capital Metro property (except materials issued from stock for manufacturing, research, design, or other services required by the contract) in its possession or control and shall cause subcontractors to do likewise. The contractor, with the approval of the property administrator, shall establish the type, frequency, and procedures. These may include electronic reading, recording and reporting or other means of reporting the existence and location of the property and reconciling the records. Type and frequency of inventory should be based on the contractor's established practices, the type and use of the Capital Metro property involved, or the amount of Capital Metro property involved and its monetary value, and the reliability of the contractor's property control system. Type and frequency of physical inventories normally will not vary between contracts being performed by the contractor, but may vary with the types of property being controlled. Personnel who perform the physical inventory shall not be the same individuals who maintain the property records or have custody of the property unless the contractor's operation is too small to do otherwise.

(s) **Inventories Upon Termination or Completion**

(1) General. Immediately upon termination or completion of a contract, the contractor shall perform and cause each subcontractor to perform a physical inventory, adequate for disposal purposes, of all Capital Metro property applicable to the contract, unless the requirement is waived as provided in paragraph (2) of this section.

(2) Exception. The requirement for physical inventory at the completion of a contract may be waived by the property administrator when the property is authorized for use on a follow-on contract; provided, that-

(i) Experience has established the adequacy of property controls and an acceptable degree of inventory discrepancies; and

(ii) The contractor provides a statement indicating that record balances have been transferred in lieu of preparing a formal inventory list and that the contractor accepts responsibility and accountability for those balances under the terms of the follow-on contract.

(3) Listings for disposal purposes.

(i) Standard items that have been modified may be described on listings for disposal purposes as standard items with a general description of the modification.

(ii) Items that have been fabricated, such as test equipment, shall be described in sufficient detail to permit a potential user to determine whether they are of sufficient interest to warrant further inspection.

(t) **Reporting Results of Inventories**

The contractor shall, as a minimum, submit the following to the property administrator promptly after completing the physical inventory:

(1) A listing that identifies all discrepancies disclosed by a physical inventory.

(2) A signed statement that physical inventory of all or certain classes of Capital Metro property was completed on a given date and that the official property records were found to be in agreement except for discrepancies reported.

(u) **Quantitative and Monetary Control**

When requested by Capital Metro, the contractor's reports of results of physical inventory shall be prepared on a quantitative and monetary basis and segregated by categories of property.

(v) **Care, Maintenance, and Use**

The contractor shall be responsible for the proper care, maintenance, and use of Capital Metro property in its possession or control from the time of receipt until properly relieved of responsibility, in accordance with sound industrial practice and the terms of the contract. The removal of Capital Metro property to storage, or its contemplated transfer, does not relieve the contractor of these responsibilities.

(w) **Contractor's Maintenance Program**

(1) Consistent with the terms of the contract, the contractor's maintenance program shall provide for-

(i) Disclosure of need for and the performance of preventive maintenance;

(ii) Disclosure and reporting of need for capital rehabilitation; and

(iii) Recording of work accomplished under the program.

(2) Preventive maintenance is maintenance performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences. An effective preventive maintenance program shall include at least-

(i) Inspection of buildings at periodic intervals to assure detection of deterioration and the need for repairs;

(ii) Inspection of plant equipment at periodic intervals to assure detection of maladjustment, wear, or impending breakdown;

- (iii) Regular lubrication of bearings and moving parts in accordance with a lubrication plan;
- (iv) Adjustments for wear, repair, or replacement of worn or damaged parts and the elimination of causes of deterioration;
- (v) Removal of sludge, chips, and cutting oils from equipment that will not be used for a period of time;
- (vi) Taking necessary precautions to prevent deterioration caused by contamination, corrosion, and other substances; and
- (vii) Proper storage and preservation of accessories and special tools furnished with an item of plant equipment but not regularly used with it.

(3) The contractor's maintenance program shall provide for disclosing and reporting the need for major repair, replacement, and other capital rehabilitation work for Capital Metro property in its possession or control.

(4) The contractor shall keep records of maintenance actions performed and any deficiencies in the Capital Metro property discovered as a result of inspections.

(x) **Use of Capital Metro Property**

- (1) The contractor's procedures shall be in writing and adequate
 - (i) To assure that Capital Metro property will be used only for those purposes authorized in the contract and that any required approvals will be obtained, and
 - (ii) To provide a basis for determining and allocating rental charges.
- (2) With respect to plant equipment with an acquisition value of \$5,000 or more, the procedures, as a minimum, shall-
 - (i) Establish a minimum level of use below which an analysis of need shall be made and retention justified, except for inactive plants and equipment retained for mobilization (the use level may be established for individual items or families of items, depending upon circumstances of use);
 - (ii) Provide for recording authorized and actual use consistent with the established use levels;
 - (iii) Require periodic analyses of production needs for plant equipment utilization based upon known requirements; and
 - (iv) Provide for prompt reporting to Capital Metro of all plant equipment for which retention is not justified.

(y) **Property In Possession Of Subcontractors**

The contractor shall require any of its subcontractors possessing or controlling Capital Metro property to adequately care for and maintain that property and assure that it is used only as authorized by the contract. The contractor's approved property control system shall include procedures necessary for accomplishing this responsibility.

(z) **Audit of Property Control System**

Capital Metro may audit the contractor's property control system as frequently as conditions warrant. These audits may take place at any time during contract performance, upon contract completion or termination, or at any time thereafter during the period the contractor is required to retain such records. The contractor shall make all such records and related correspondence available to the auditors.

56.58. SUSTAINABILITY

The Contractor is to provide the Authority with all information that the Authority may reasonably request regarding the environmental impact of the supply and use of materials the contractor selects for use in this contract. Products used by the Contractor can provide various environmental benefits, including resource efficiency, reduced toxicity, durability, and recycled content.

The Contractor is encouraged to suggest economically viable amendments to the Authority's requirements which may improve environmental performance in the carrying out of the service or works included in this contract.

59. FUNDING AVAILABILITY

Funding after the current fiscal year of any contract resulting from this solicitation is subject to revenue availability and appropriation of funds in the annual budget approved by the Authority's Board of Directors.

SCOPE OF SERVICES – CONTRACT 200282 (RFP #303335)

EXHIBIT F-REVISED-3

CONTRACTED PARATRANSIT SERVICES – SOUTH BASE Capital Metropolitan Transportation Authority, Austin, Texas

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. OVERVIEW OF SCOPE
4. CAPITAL METRO PARATRANSIT BACKGROUND
5. CMTA PARATRANSIT ADMINISTRATION AND OPERATIONS OVERVIEW
6. TYPES OF SERVICE PROVIDED
7. DAILY OPERATIONS
8. RUN CUTS AND SERVICE SCHEDULING
9. SERVICE HOURS
10. FARE HANDLING AND RECONCILIATION
11. PARATRANSIT FACILITIES LOCATION OVERVIEW
12. SOUTH BASE SERVICE PROVIDER FACILITY
13. MOBILIZATION STARTUP AND PLAN SUBMISSION
14. SERVICE PERFORMANCE INDICATORS
15. ORGANIZATION & PERSONNEL REQUIREMENTS
16. GENERAL PERSONNEL
17. VEHICLE OPERATOR EXPECTATIONS, CONDUCT, & DRESS
18. SAFETY & ACCIDENT/INCIDENT INVESTIGATION AND STANDARDS
19. VEHICLE OPERATOR & FRONT LINE STAFF TRAINING
20. DRUG & ALCOHOL PROGRAM
21. SERVICE ADMINISTRATION & REPORTING
22. TECHNOLOGY
23. VEHICLES
24. VEHICLE MAINTENANCE
25. MAINTENANCE OVERSIGHT

2. DEFINITIONS

Accident (Collision), Vehicle:

1. Collisions that cause damage to a CMTA vehicle
2. Because of a vehicle accident, a fatality is reported, a passenger is transported by EMS, an employee (CMTA or Service Provider) is injured, regardless of damage
3. Collisions where claimant calls in a claim for property damage/injury due to a CMTA reported vehicle accident
4. Collisions between pedestrians and a CMTA vehicle if injury is claimed
5. Any other collision caused by a CMTA vehicle where there is known damage regardless of whether a claim is made

Accident (Incident), Passenger:

1. Passenger transported due to injury on a CMTA vehicle
2. Passenger making a claim due to injury on a CMTA vehicle that can be substantiated (as determined by CMTA)

Action Plan: A written plan submitted by the Service Provider at the request of CMTA to address deficiencies or shortcomings.

ADA: The Americans with Disabilities Act of 1990 (and 2008 amendment).

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.

Asset Management System: Software provided by CMTA that tracks, schedules and archives all vehicle and facility maintenance activities and materials.

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

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

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

Bus and Paratransit Services (BPS): The division of CMTA that is responsible for the overall operations and administration of Fixed Route and Paratransit modes of transportation services offered within the CMTA service area.

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 or responsible party cancels a trip in person when the Vehicle Operator 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: (Used interchangeably with “CMTA”, “Capital Metro”, “The Authority”) CMTA operates bus, paratransit and commuter rail services for Austin and several suburbs in Travis and Williamson counties.

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

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

Contracting Officer's Technical Representative: The COTR is responsible for monitoring the Service Provider's progress in fulfilling the technical requirements specified in this contract. The COTR maintains administration records, approves invoices and performs periodic (month/quarter/annual) monitoring reports to confirm the Service Provider is meeting the terms and conditions under this 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 document 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): Service level where Vehicle Operators only assist passengers into and out of the vehicle. Vehicle Operators do not provide assistance beyond the curb of the origin or destination.

Customer: Any MetroAccess passenger.

Customer Service Representative: A CMTA staff member who responds to requests for transportation and informs requester of the disposition of the ride request.

Deadhead (Miles and Hours): The miles and hours that a vehicle travels when not in 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.

Destination: The location where a passenger trip ends.

Dispatcher: An individual who maintains radio contact with Vehicle Operators used in providing service, monitors location and availability of vehicles in real time, ensures timely transport of passengers, records cancellations and no shows, handles issues and service disruptions encountered and ensures operational data is correctly reconciled in dispatching applications.

Door-to-door (D2D): Service level where Vehicle Operators assist passengers to the door of the origin and the destination. Vehicle Operators can go through only one set of vestibule doors at commercial locations while maintaining line of sight of their vehicle. Vehicle Operators are never permitted to enter any passenger's home.

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

Fare: Payment required from each passenger for a ride on any mode of transportation provided by CMTA.

Fixed Route Services: Public transit service in which a vehicle is operated along predefined routes on a fixed time schedule.

General Manager: The individual designated by the Service Provider to manage the project daily and who may represent the Service Provider in contract administration.

Hand-to-hand (H2H): Service level where Vehicle Operators must contact an appropriate person (e.g. caretaker, guardian) when taking custody of the passenger at the trip origin and dropping that passenger off at the trip destination to hand over physical custody of the passenger. This service is provided to passengers who have a demonstrated need to not be left alone at any point while under MetroAccess care.

Incident: Any unusual occurrence (excluding a vehicle or passenger accident), disruption or misconduct involving MetroAccess service that results (or has the potential to result) in property damage, personal injury or denial of service to a passenger.

Manifest: Written or digital 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: Branding of the CMTA paratransit transportation service.

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

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

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

Missed Service: Any length of time cut or not covered from a run as scheduled by CMTA.

Missed Trip: A trip that is not completed in its entirety, transporting the wrong passenger, a trip for which the passenger 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.

Non-Revenue Vehicle: Vehicles provided by the Service Provider used for field supervision and other operational support.

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, the five-minute clock does not begin until the window opens.

Observation Report: A written record of CMTA Quality Assurance audits, inspections or reviews that may require a written response by the Service Provider.

On Time: Arriving within the operating window (see below).

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.

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

Passenger: Any person being transported. Used interchangeably with "rider" in this document.

Personal Care Attendant (PCA): See "Attendant".

Performance Deficiency Credit (PDC): A fixed dollar amount for Contractor's failure to perform a specific obligation under this Contract which amount shall be reflected as a credit against amounts owing Contractor under the Contract; a penalty under Texas Transportation Code Section 451.137.

Preventable Accident/Collision: A collision in which the Vehicle Operator failed to do everything that reasonably could have been done to avoid it.

Price per Vehicle Service Hour (VSH): The dollar amount charged to CMTA for each hour of MetroAccess service provided by the Service Provider in a CMTA-branded vehicle. VSH are measured from gate-to-gate.

Productivity Rate: The number of passengers per vehicle service hour.

Project/Program Manager: The CMTA technical representative who has been designated as having the responsibility for assessing the Service Provider's technical performance and progress, inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptability of the Service Provider's work in its entirety or any portion thereof, as required by the contract documents.

Revenue Vehicle: A vehicle which transports CMTA MetroAccess customers. May be assigned multiple trips on a Run or single trips if serving as overflow.

Run: A Vehicle Operator's daily work assignment. One or more runs can work a single block. Runs can also work on multiple blocks. A Vehicle Operator's schedule is primarily determined for each sign-up period through the run-cut process where bus schedules are integrated with driver assignments.

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

Scope of Services: A section of the Contract consisting of written descriptions of services to be performed or the technical requirements to be fulfilled. Commonly referred to “Exhibit F” throughout this document.

Service Animal: An animal that is specifically trained to perform tasks for a person with a disability.

Service Coordinator: An agent of CMTA who provides pre-day and same-day trip scheduling and Run management as well as serving as the primary dispatcher for all Service Providers.

Service Provider: See “Contractor”.

Shall: This term will be used throughout this Scope of Services interchangeably to mean “has a duty to”, or “is required to” perform a particular function or task.

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

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

Vehicle Service Miles (VSM): Vehicle Service Miles. The mileage from the time a vehicle leaves the gate to the time the vehicle returns to the gate 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 to operate vehicles transporting passengers.

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

3. OVERVIEW OF SCOPE

3.1 Services:

The services to be procured in this Contract are for the CMTA MetroAccess South Base service. Service Providers shall deliver CMTA a fully functional MetroAccess ADA Paratransit operation as outlined in this RFP. Unless explicitly stated as a CMTA responsibility, the Service Provider shall be responsible for all equipment, supplies, staff, effort and management services necessary to operate a high quality Public Transportation service. The Service Provider shall provide all personnel necessary to perform the Scope of Services as outlined herein.

3.2 Facilities:

The South Base Service Provider shall operate from **two facilities under this scope. The CMTA owned facility at 509 Thompson Lane will be the primary facility.** ~~A secondary leased facility shall be required for the South Base Service Provider to procure for the duration of this Contract.~~ **A secondary facility at 414 Thompson Lane will be leased by CMTA for use by the Service Provider for the duration of this Contract.** The facility requirements and details are contained herein. **These facilities** facility will contain revenue vehicles, non-revenue vehicles, administration, on-site staff, vehicle maintenance, and any other resources needed to deliver MetroAccess paratransit service in the safest, most courteous, and efficient manner possible.

3.3 Operations:

Service Providers will receive trip manifests from the CMTA Control Center the day before service is provided. Service Providers shall coordinate with CMTA to provide service on the street throughout the CMTA ADA service area. Service Providers shall send out MetroAccess-branded vehicles driven by fully trained Vehicle Operators.

3.4 Hours and Service Area:

MetroAccess provides transportation comparable to standard fixed-route service. CMTA uses several maps with different service area boundaries, that describe the times and areas served. While transportation is currently provided seven (7) days a week and twenty-four (24) hours a day, the service area will increase and decrease with changes in the amount of fixed route service available, i.e. larger service area during peak commute times. The ADA corridor for the CMTA service area can be found at https://www.capmetro.org/service_maps/ada001.aspx. The South Base service provider shall be required to provide service during all the MetroAccess hours of service. Trips are typically operated between the hours of 4 a.m. and 1 a.m. prevailing local time with only rare requests for late night/early morning trips outside this window. CMTA expects comparable levels of performance across all hours of service. The Service Provider shall ensure that, even on weekends and holidays, qualified, capable and experienced staff and supervision are available to ensure the delivery of safe, professional, and high quality service.

3.5 Vehicles and Technology:

CMTA will provide all revenue vehicles required to operate South Base service. The Service Provider shall take possession of CMTA revenue vehicles in accordance with the terms and conditions outlined in this solicitation. The Service Provider shall perform maintenance on CMTA fleet vehicles and on-board vehicle equipment to standards established by CMTA. The Service

Provider shall also be required to provide in-vehicle GPS enabled tablets tied into the CMTA scheduling and operations systems. The vehicle and technology requirements are further described herein.

3.6 Cooperation:

CMTA will consistently refine the service delivery process 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 positive 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. The Service Provider shall make recommendations to CMTA management 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 to achieve an integrated, smoothly operating transportation service. It will not be acceptable for Service Providers to react to suggestions for change or modification of its procedures with resistance. Service Provider should view this project as a team effort and strive for decisions which result in a mutually beneficial outcome.

3.7 Passengers:

CMTA passengers are the core of the service, therefore customer service is of paramount importance. The Service Provider shall transport passengers within a safe, comfortable, clean, and secure environment during all phases of their trips. 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.

4. CAPITAL METRO PARATRANSIT BACKGROUND

CMTA 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, 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 branded "MetroAccess" in response to the requirements of Title II of the Americans with Disabilities Act (ADA) of 1990 (and as amended in 2008). 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 the time. Passengers with unconditional eligibility under this program may ride MetroAccess within ¼ mile 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 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.

5. CMTA PARATRANSIT ADMINISTRATION AND OPERATIONS OVERVIEW

5.1 Service: CMTA provides ADA complementary paratransit service through a coordinated mix of CMTA employees and independent Service Providers. CMTA is responsible for coordinating these resources to provide high quality and sustainable paratransit service.

5.2 MetroAccess Administration: CMTA MetroAccess employees oversee multiple paratransit Service Providers. This team is led by the Director of Paratransit who is 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.

5.3 Eligibility Department: CMTA operates this department that is responsible for determining eligibility for ADA paratransit service, determining passenger service levels, providing travel training and maintaining the integrity of passenger account information.

5.4 CMTA Control Center: The CMTA Control Center is comprised of Reservations, Scheduling and Dispatch for CMTA's MetroAccess ADA paratransit services.

5.4.1 The CMTA Control Center is responsible for receiving all requests for customer trips, and then coordinating the provision of services by scheduling trips as efficiently as practical to one of the various MetroAccess Service Providers.

5.4.2 The CMTA Control Center determines which specific run a passenger is scheduled on and which Service Provider shall provide the trip.

5.4.3 On the day of service, the CMTA Control Center is responsible for coordinating quality and on-time service among all Service Provider Vehicle Operators with the assistance of the Service Providers' on-site Dispatchers.

5.5 Contract Oversight: Staff functions include (but are not limited to) administration of contract monitoring plans, execution of contract modifications, operations and vehicle maintenance quality assurance audits (remote, records and in-service), preparing

observation reports to document contract compliance, assessing incentives/penalties/PDC's and reviewing Service Provider invoices to accurately compensate for work performed.

6. TYPES OF SERVICE PROVIDED

6.1 ADA Demand Response Trips:

Service Provider shall transport MetroAccess eligible passengers, passengers using a mobility device (transferrable and non-transferrable) and passengers with applicable service level (hand-to-hand, door-to-door, or curb-to-curb as specified) in accordance with CMTA approved MetroAccess policies and in the safest, most courteous, and efficient manner possible.

6.2 Eligibility Evaluation Trips: Applicants who wish to be considered for MetroAccess service must attend an in-person interview and possible functional assessment conducted by the CMTA Eligibility department. These round trips are provided at no cost to the applicant. Vehicle Operators performing these trips may also be required to provide information about the applicant's pickup location. These trips 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 the CMTA service area, where passengers are transported to transfer onto other transit vehicles 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 or as otherwise directed.

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.

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 shall 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 shall 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 Auto-dispatched Demand Responsive Trips: This type of trip represents a range of innovative demand response services provided by CMTA to paratransit and non-paratransit eligible passengers. Trips are most commonly booked through an online-enabled platform such as a smart phone app. These trips are directly assigned to the route in real time as the trip is requested with minimal Dispatcher intervention. Passengers are also able to book trips by telephone for this service through the CMTA Control Center as needed. This service includes but is not limited to community circulator and first-mile/last-mile services.

7. DAILY OPERATIONS

7.1 Daily service shall be managed through the combined efforts of the CMTA Control Center Dispatch in coordination with the Service Provider's on-site dispatch. Vehicle Operators and Dispatchers shall be supported by Transportation Supervisors in the field. Vehicle Operator shifts and manifest schedules shall be provided to the Service Provider by the CMTA Control Center in advance of the service day as outlined in the following section titled Run Cuts and Service Scheduling.

7.2 Control Center Dispatch:

The CMTA Control Center Dispatch is responsible for managing passenger trips on the day of service. Dispatch shall adjust, move, re-assign or cancel trips as necessary. Their primary obligation is to provide safe, excellent service to customers by attending to on time performance, productivity, same day service and driver requests for manifest adjustments. Manifests will be electronically adjusted by the CMTA Control Center throughout the service day via the electronic tablet located in the vehicle. The Control Center will also have direct radio voice communication with the Vehicle Operator. The CMTA Control Center Dispatch will maintain communication with the Service Providers' on-site dispatch operation as needed to coordinate driver availability, service disruptions and other operational issues. CMTA Control Center dispatch shall receive notification from the Vehicle Operators when a passenger cancels at the door, the passenger is not ready or the passenger "no shows" the trip.

7.2.1 Cancel at Door: When the Vehicle Operator arrives at the pickup location (within the 30-minute operating window) and contacts the passenger and is informed that the passenger does not wish to travel. The Vehicle Operator will log this occurrence with CMTA Control Center dispatch and provide details of the occurrence before continuing the run.

7.2.2 Passenger not ready: When a Vehicle Operator contacts a passenger within the 30-minute operating window, but the passenger 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 shall log this occurrence with CMTA Control Center dispatch and provide details of the occurrence before continuing the run.

7.2.3 **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 shall log this occurrence with CMTA Control Center dispatch and provide details of the occurrence before continuing the run.

7.3 **Service Provider On-Site Dispatch:**

The Service Provider shall maintain a dispatch function at its base to manage daily deployment and return of vehicles and Vehicle Operators. The Service Provider's On-Site Dispatch shall be responsible for communicating directly with its Vehicle Operators regarding most operational issues, to include: routing, location questions, lost Vehicle Operators, building issues, gate codes, passenger disruptions, close calls/near misses, accidents, incidents, mechanical issues and any other situation that does not fall under the responsibility of the Control Center Dispatch. The Service Provider Dispatch shall also communicate directly with the CMTA Control Center regarding vehicle availability, run slack and productivity, schedule adherence, and any other operational issues that impact service. On-site Dispatch shall be on duty at all hours while the Service Provider's Vehicle Operators are in service. **The Service Provider will be required to dedicate one (1) Dispatcher to operate from a combined dispatch location to be identified by CMTA as operational needs evolve.**

7.4 **Dispatch Coordination:**

The Service Provider's on-site dispatch shall serve as a backup to the CMTA Control Center's dispatch. This could include taking over all dispatch duties related to South Base trips during emergencies or when specifically asked to do so by CMTA for staff meetings or any other temporary basis. The Service Provider's dispatch shall be required to take over all dispatch duties for South Base operations beginning at 9 p.m. prevailing local time, seven (7) days a week. A comprehensive explanation of the Service Provider On-site Dispatch and the CMTA Control Center Dispatch duties may be found in Attachment #1 Dispatch Responsibility Matrix.

7.5 **Transportation Supervisors:**

Transportation Supervisors serve a vital role in the overall provision of paratransit service. They provide support to the Vehicle Operators, Service Provider operations and CMTA operations. They are expected to immediately respond to major incidents and all accidents that occur in the field at all hours of the service day within thirty (30) minutes of being notified. CMTA does not employ Transportation Supervisors and therefore must rely on Service Provider Supervisors for issues in the field. Transportation Supervisor tasks include (but are not limited to) accident/incident response, service monitoring, public meeting support, site evaluations, incident investigations, customer evaluations. The Service Provider is required to have a Transportation Supervisor on duty during all hours that a Vehicle Operator is in service under this Contract. Further clarification and expectations for Transportation Supervisors is contained in the "General Personnel" section of this document.

7.6 **Vehicle Operators:**

The Vehicle Operator shall ensure the MetroAccess passenger is picked up within the operating window listed on their manifest. If a Vehicle Operator arrives at a pick-up location early and the passenger is prepared and willing to depart early, the Vehicle Operator may do so. The Vehicle Operator is never allowed to pressure a passenger to leave before the thirty (30) minute operating window opens. If the Vehicle Operator is not going to arrive before the end of the next pick-up window or is more than thirty (30) minutes ahead of schedule, the Vehicle Operator shall notify CMTA Control Center dispatch. Trips may only be removed, reordered or added by the CMTA Control Center. In addition to early and late notifications, the Vehicle Operator is also responsible for notifying CMTA Control Center dispatch in the event of a cancel at the door, passenger not ready or a passenger no show as outlined in the passenger no show process. Further clarification and expectations for Vehicle Operators is contained in the "General Personnel" section of this document.

7.7 **Manifest Reconciliation:**

When vital trip information (i.e. odometer readings, pick up and drop off / pull-in and pull-out times, fare collected, passenger count, etc.), and add-on trip information (including passenger 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 scheduling and operations systems. This should be done on the day of service if possible, but shall be complete within two (2) calendar days after the service is performed. Failure to reconcile all missing or incorrect data into the system within three (3) calendar days after the conclusion of the month will result in a \$500 PDC per day.

7.8 **Accident/Incident Response:**

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 shall contact the proper authorities, the Service Provider's first responders, the passenger's emergency contact and coordinate with CMTA Control Center dispatch. The Service Provider Transportation Supervisors shall respond to the scene of every accident or incident per the procedures outlined in the corresponding section of this solicitation. Service Providers shall strictly adhere to Attachment #2, CMTA Accident and Incident Protocols. CMTA Control Center will coordinate the transfer of passenger trips or activate additional runs as needed. Attachment #3 MetroAccess Service Disruption/Customer Issue Process

7.9 **Policies and Procedures:**

The Service Provider shall comply with all CMTA operations policies and procedures. A complete list of these policies and procedures will be found in the attachments to this solicitation as well as on the CMTA file sharing site for the duration of this Contract. CMTA will periodically modify, update or introduce policies and procedures. All current CMTA Policies and Procedures and each attachment referenced in this exhibit are located: https://capmetro.sharepoint.com/sites/EXT_MOSP. Updates and new policies and procedures shall be reviewed with Service Provider Management prior to implementation. The Service Provider

shall be responsible for the distribution of current and updated policies and procedures, and that assigned personnel are familiar with them.

7.10 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. When this occurs, the Service Provider shall ensure that Vehicle Operators are available to meet emergency service needs and critical trips. Service Provider shall follow Attachment #4 Adverse Weather/Emergency Conditions. The Service Provider shall develop, implement, and maintain an Emergency Operations/Service Contingency Plan to respond to emergencies and routine problems that may occur outside the scope of the existing CMTA policies and procedures. Occurrences include, but are not limited to vehicle failures, unforeseen detours and employee injuries.

7.11 Lost and Found

Service Provider shall adhere to the Lost and Found Policy (see Attachment #5).

7.12 Tolls and Citations

Service Provider is responsible for the payment of any tolls incurred in the operation of these services. Service Provider is responsible for payment of any civil citations received associated with the operation of these services, including but not limited to red light camera violations and school bus stop arm camera violations.

7.13 Security and Access Control

- 7.13.1 CMTA provides on-site contracted security personnel to monitor building access for CMTA owned facilities, grounds or buildings.
- 7.13.2 All Service Provider employees are expected to visibly wear a CMTA issued badge while on CMTA grounds, inside all CMTA buildings and while providing services to CMTA passengers. Badge must be used at card reader locations when accessing facilities or displayed to security personnel as requested.
- 7.13.3 All Service Provider employees shall comply with directions given by the CMTA security department personnel including producing issued access control badges upon demand.
- 7.13.4 Visitors shall be escorted while on CMTA grounds or inside CMTA buildings. See Attachment #10, CMTA Access Control Policy.

7.14 Contracted Local Law Enforcement

- 7.14.1 CMTA contracts with off duty sworn police officers to provide police assistance for incidents that occur during daily operations.
- 7.14.2 CMTA expects Service Provider's Dispatch to utilize CMTA contracted police for incidents which include but are not limited to: disorderly conduct, criminal trespass, theft of services, use of drugs, smoking on CMTA controlled property, vandalism, suspicious activity, suspicious packages and vehicle towing.
- 7.14.3 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 contracted police should also be dispatched. Major incidents include but are not limited to: passenger, Vehicle Operator or public need of medical assistance, assault, fighting on the vehicle or on CMTA controlled property, display or use of weapons, bomb threats or threats against the public.

- 7.15 **Annual Bus Roadeo:** The annual Roadeo is typically held in the spring (late March/Early April) at CMTA's North Operations facility. Vehicle Operators and maintenance teams from all CMTA's Bus and Paratransit Service Providers are eligible to participate. Staff from CMTA and other Service Providers can be expected to serve as judges. Local Roadeo winners (top scoring Vehicle Operator and maintenance team) will be sent to the APTA International Bus Roadeo. CMTA will reimburse the winners' employer for actual travel expenses associated with this trip for the competitors only, provided such travel occurred within CMTA's travel guidelines.

8. RUN CUTS AND SERVICE SCHEDULING

- 8.1 Runs have established start times, as determined by a regular run bidding process; however, up to 20% of these South Base run 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 will provide the Service Provider with the total number of runs, run start times, and run end times by 6 p.m. local prevailing time the day before the service is to be provided. This includes the run start time adjustments on regularly scheduled runs. The CMTA Control Center will provide final Service Provider manifests electronically by 10 p.m. local prevailing time 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 rare event of a technology failure, the CMTA Control Center may provide an alternate format for manifest information to the effected Service Provider.

- 8.2 The Service Provider shall use an on-site scheduler to review and adjust only the trips assigned to their manifests after 10 p.m. local prevailing time and up to 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 optimizing productivity, managing on-time performance, checking for mobility aid conflicts, adjusting trip order and improving customer satisfaction. Service providers may not reschedule runs to begin before the start times nor extend past the times as established at 6 p.m. local prevailing time by the CMTA Control Center on the evening before. CMTA reserves the right to consolidate or expand runs or to release a Vehicle Operator early on the day of service.
- 8.3 Service Provider shall ensure that all vehicle and Vehicle Operator information is accurately updated in the operations and scheduling system and any other applicable software as soon as possible, but no later than the time at which the vehicle leaves the yard.
- 8.4 The CMTA Control Center prepares run shifts (usually in the spring, fall, and winter) which maximize system resources. CMTA does not assist in packaging runs into blocks or Vehicle Operator shifts, but will provide a list of changes to the current service level (new/deleted runs, vehicle types, start/end times, etc.). Run shift times determine the general start time and duration of runs, but can vary by up to one hour, daily. 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 notice of at least 6 weeks prior to the new run bid shall be given to the Service Provider.

9. SERVICE HOURS

9.1 Service Hours:

The basic measure for service levels and variable unit of compensation in the Contract; the time a vehicle leaves from the gate as scheduled to pull out of the lot for revenue service to the time it arrives at the gate and goes out of revenue service. Pre-trip and post-trip inspection time, scheduled and unscheduled maintenance periods, and service interruptions are not included as part of service hours.

9.2 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 service hours during the term of this Contract.

9.3 Service demand may change from day to day. Start and end times for each up to 20% of all South Base scheduled runs 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.

9.4 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 included in compensated service hours to the Service Provider. CMTA will use the scheduling and operations system (currently Trapeze) data to verify these records.

9.5 The annual service hours will be determined by CMTA. These hours may increase or decrease per service demand. CMTA will inform the Service Provider at least thirty (30) days in advance of its intention to change service level ranges. The Service Provider will have three (3) business days to respond to CMTA with any concerns it may have.

9.6 Adjustment in Service Hours:

Service Providers shall run the number of service hours specified by CMTA as scheduled by the CMTA Control Center. The scheduled pull out time for each run will not be adjusted by the Service Provider unless authorized by the CMTA Control Center. The CMTA Control Center will make daily adjustments to the number of daily service hours to be operated predicated by demand. CMTA reserves the right to adjust scheduled service at any time. Modifications to services may include, but are not limited to, extending, deleting or adding runs, or parts of runs, and expanding or decreasing scheduled vehicle hours depending upon efficiency, price, productivity, service quality, ride demand and adherence to the terms and conditions of their contracts.

9.7 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 three (3) weeks 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

9.8 Projected Ten Year Service Hours:

The following table contains the projected vehicle service hours for the South Base Service Provider. These are projections for a maximum of ten (10) years, and do not constitute a guaranteed number of vehicle service hours, or the exercise of all contract options. Distribution of service among Service Providers is subject to change during the life of the Contract. 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.

Estimated Annual Service Hours by Contract Year	Base Year 1 2018-2019	Base Year 2 2019-2020	Base Year 3 2020-2021	Base Year 4 2021-2022	Option Year 5 2022-2023	Option Year 6 2023-2024	Option Year 7 2024-2025	Option Year 8 2025-2026	Option Year 9 2026-2027	Option Year 10 2027-2028
South Base	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000

Table 1 – MetroAccess Vehicle Service Hour (VSH) Projections

Scheduled vehicle hours are determined by CMTA. 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 shall be included for each increment provided, and are detailed in Exhibit A and Exhibit A-1.

10. FARE HANDLING AND RECONCILIATION

10.1 No cash fares are currently accepted for MetroAccess service, but CMTA reserves the right to introduce technology that may include cash as a fare medium. Fares in the form of a MetroAccess ticket or monthly pass, or another 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

Fares will not be charged for:

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

10.2 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 current MetroAccess ID card when validating fare.

10.3 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 manifests. Vehicle Operators shall turn in all collected tickets at the end of each shift.

10.4 Monthly Fare Reporting, from each vehicle/run, for each date is to be counted and subtotaled as to number of tickets, number of passes, number of non-payments or another fare media assigned by CMTA. This information shall be reported in a format specified by CMTA. Service Providers shall securely destroy all fare media collected once it has been reconciled per Attachment #6 Fare Collection and Audit Process.

10.5 CMTA may choose to install fare boxes or 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 a cooperative and active role with CMTA in testing, validating and training staff for new technologies at no additional cost to CMTA.

11. PARATRANSIT FACILITIES LOCATION OVERVIEW

11.1 There are multiple Service Providers operating MetroAccess paratransit service for CMTA. Each Service Provider is responsible for daily deployment and return of vehicles and Vehicle Operators. CMTA also operates from several different facilities to coordinate the provision of MetroAccess paratransit service.

- 11.2 Paratransit facilities are intentionally located within CMTA's current ¼ 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 paratransit Service Providers are expected to provide transportation services throughout the CMTA service area as needed.
- 11.3 Paratransit Service Providers are defined by facility location for this Contract. Facility location does not implicitly nor explicitly guarantee trips shall be assigned to Service Providers by the Control Center based on origin or destination. Each paratransit Service Provider is responsible for managing Vehicle Operators, vehicle movement, vehicle maintenance, Supervisors, technology and Safety programs under the terms and conditions outlined within this Contract. Facility locations are identified in the following way:
- 11.3.1 **South Base Paratransit Service:** This is the service up for bid through this solicitation. The Service Provider shall supply staffing and some equipment, but will be provided a CMTA-owned administrative office and maintenance facility at 509 Thompson Lane, Austin, Texas.
- 11.3.2 **North Base Paratransit Service:** This SERVICE IS NOT BEING SOLICITED and is currently provided by another contracted provider.
- 11.3.3 **Overflow Paratransit Service:** This SERVICE IS NOT BEING SOLICITED and is currently provided by another contracted provider.

12. SOUTH BASE PARATRANSIT FACILITY

CMTA will provide the Service Provider with a paratransit operations and vehicle maintenance facility located at 509 Thompson Lane Austin Texas 78742, including onsite workspaces, and total access to the Facility that includes administration, maintenance and fueling areas. The 509 Thompson Lane property is flood prone. The property has flooded in the past, affecting the back (southeast side) of the parking lot and usually subsides within a few hours. The flooding displaces 10 -12 revenue vehicles that must be temporarily relocated whenever heavy rain is forecast. CMTA will provide alternate locations to stage affected vehicle when necessary.

- 12.1.1 Service Provider may not modify the buildings or make alterations or changes to the function of any space without the prior written approval of CMTA. The cost of such modifications is the responsibility of the Service Provider.
- 12.1.2 Service Provider shall perform all facility maintenance except for major repairs that exceed \$6,000. All such replacements must be approved by CMTA. If a replacement unit is better suited and reduces ongoing maintenance, then CMTA reserves the right to require the \$6,000 limit from the Service Provider
- 12.1.3 CMTA will provide and pay for water, sewer and electrical utilities. Service Provider shall maintain all systems to insure safe and efficient use. CMTA cannot provide utilities during service outages, Service Provider shall provide such emergency needs to provide continued services.
- 12.1.4 CMTA provides the facility with some large capital equipment required to maintain vehicles. Equipment provided by CMTA shall be maintained by Service Provider per the OEM specifications and as detailed in this Exhibit F.
- 12.1.5 CMTA will be responsible for major repairs exceeding \$6,000 for repairs to the in-ground diesel fuel storage tanks, underground storage tanks, pipes, and lines, if such repairs are not the result of Service Provider's actions, abuse, misuse, neglect, or negligence. Service Provider is responsible for maintenance of the fuel delivery system, including pumps, dispensers, valves, piping monitors and fuel management. CMTA will maintain the fuel management software and back end systems.
- 12.2 Service Provider shall provide 24 (twenty-four) hour building maintenance services for the CMTA facility.
- 12.3 **Building and Equipment Maintenance**
Service Provider shall be responsible for the ongoing routine and preventive maintenance of the facility buildings and equipment. Service Provider shall be responsible for the building maintenance of the Vehicle Maintenance and Administration building, Service Island building, revenue vehicle parking lot, employee parking lot, gates, fencing, yard lights, emergency generator, all structures, equipment and machines, and all regulatory, environmental and waste streams. Service Provider shall be responsible for the entire site, except where otherwise identified in the Scope of Services. The Service Provider shall provide a Facility Maintenance Plan for CMTA approval no later than 60 days after NTP. The Facility Maintenance Plan shall be updated annually.
- 12.4 CMTA has provided existing major shop equipment such as bus lifts, portable bus lifts, jack stands, special tools, portable fans, specialized test equipment, A/C servicing machines, etc. See Attachment #7 – Equipment List. CMTA will be responsible for any catastrophic failure of major systems and large equipment that exceeds the dollar limits as established and that is not the result of Service Provider's actions, abuse, misuse, neglect, or negligence. Any additional equipment Service Provider deems necessary to fulfill its contractual obligations is the sole responsibility of the Service Provider. CMTA must approve additional equipment prior to acquisition and installation.
- 12.5 Service Provider is responsible for the preventive maintenance on all the building systems and the shop and garage equipment. CMTA will identify the preventive maintenance inspections required for the facility. See Attachment #8 – Facilities Preventive Maintenance List. Service Provider shall have full responsibility for the maintenance, proper use, and handling of shop, major shop equipment, air handling equipment, bus lifts, heaters, water piping, bus wash, air compressors, oil and grease delivery systems, or any such equipment. It is expected that this type of equipment will last throughout the term of this Contract with

proper care and maintenance by Service Provider. It is the Service Provider's responsibility to provide for the care and maintenance of all such equipment, including special tools. See Attachment #9 – Tool List.

- 12.6 In cases of catastrophic failure of major systems or equipment that is not the result of abuse, misuse, or neglect on the part of the Service Provider, CMTA will address the situation as a capital project at CMTA's expense. It is the expectation of CMTA that the Service Provider continue with the routine and preventive maintenance program for the equipment and facility. The Service Provider shall assist with coordinating activities to address the solution. Examples of items that would be outside the scope if the dollar limits exceed the Service Providers amount, (if not caused by Service Provider): underground storage tanks, separators, piping, roofs, foundations, concrete, portable bus lifts, and electrical wiring up to the breaker panels.
- 12.7 Ad hoc work required by CMTA is within the scope of routine and preventive maintenance performed by the Service Provider.
- 12.8 Service Provider understands that equipment is in various stages of life cycles, and that replacement of some tools and equipment is considered normal. Service Provider shall return like inventory and shop equipment at the end of Contract in a good, usable condition. Service Provider is responsible for any equipment or tool repair/replacement unless the repair cost is more than 50% of the replacement cost and its value is over \$6,000. This does not apply to any abuse, neglect or lack of preventive maintenance and shall be subject to review by CMTA staff. CMTA will decide when equipment or tools shall be replaced unless the item will restrict Service Provider's abilities to provide paratransit services. CMTA reserves the right to change brands, types of equipment/ tools and shall purchase the replacements.
- 12.9 CMTA will be responsible for replacement of major systems such as roofs, asphalt and concrete repairs, and major underground storage tank repairs. Service Provider is responsible for fuel delivery monitoring and fuel quality issues such as filtration maintenance and occasions of microbial growths and the treatment of such in underground tanks and bus fuel tanks.
- 12.10 CMTA will provide a contract for HVAC maintenance. Service Provider shall coordinate maintenance activities for HVAC systems with CMTA's designated HVAC contractor. See Attachment #11 – CMTA Contracted Services HVAC.
- 12.11 CMTA will provide a contract for landscape maintenance. See Attachment #12 – CMTA Contracted Services, Landscaping
- 12.12 Clean Work Areas: CMTA will provide a contract for janitorial service. See Attachment #13 – CMTA Contracted Services, Janitorial. Service Provider shall provide coordination and some direction with janitorial service. Service Provider is responsible for maintaining the cleanliness of all maintenance work areas (maintenance shop and Service Island). CMTA will inspect and evaluate all work areas, and shall provide corrective action requests if Service Provider fails to maintain cleanliness of all maintenance work areas. If, following a corrective action request, Service Provider does not correct the issue within forty-eight (48) hours, a \$100 PDC per day shall be assessed until the Service Provider corrects and addresses the issue to the satisfaction of CMTA.
- 12.13 Service Provider shall be responsible for bird control and cleaning in the maintenance shop areas, as well as other pest prevention that is not within the pest control services contract held by CMTA. See Attachment #14 – CMTA Contracted Services, Pest Control.
- 12.14 Preventive Maintenance (PM) Inspections and the Asset Management System (currently Spear 4i). CMTA will provide training on its Asset Management System and Service Provider shall be required to use the system to manage routine and preventive maintenance programs. Preventive Maintenance Inspections are required for facility systems and equipment. If Service Provider fails to perform PM inspections, Service Provider shall be assessed a \$100 PDC per day for past due inspections, and shall be charged this amount each day until the inspection is performed to the satisfaction of CMTA.
- 12.15 The Asset Management System will track the performance dates and produce a monthly report. Service Provider shall follow the priority rating list and dates of issue (see Attachment #15 – Contracted PM and WO Requirements). CMTA will also perform random inspections and if it is determined that corrective action is necessary, a corrective action request shall be generated by CMTA, or CMTA will instruct the Service Provider to enter a corrective action request. If, following a corrective action request Service Provider does not correct/address a corrective action request within twenty-four (24) hours of receipt, a \$100 per day PDC shall be assessed until the Service Provider corrects or addresses the issue to the satisfaction of CMTA.
- 12.16 Service Provider shall review, fully complete, and close all preventative maintenance work within fourteen (14) calendar days. If standard preventative maintenance work is not fully completed and closed within the fourteen (14) calendar day period, and no exception is approved, a \$100 per day PDC shall be assessed until the Service Provider corrects or addresses the issue to the satisfaction of CMTA.
- 12.17 Preventative maintenance work that relates to critical regulatory or environmental matters that affect the daily operations of the facility shall be addressed by Service Provider per the priority ratings, but not later than fourteen (14) days after the date provided in the Asset Management System. If Service Provider does not address and perform the required preventative maintenance work correctly within the time frame, a \$400 PDC per day shall be assessed until the Service Provider corrects or addresses the issue to the satisfaction of CMTA.
- 12.18 Equipment and tools are subject to inspection and audit at any time by CMTA. If Service Provider fails to maintain equipment and tool(s), CMTA will place the unmaintained equipment and tool(s) out of service, and Service Provider shall perform all necessary repairs. Such action shall not relieve the Service Provider of their obligation to perform services under the Contract.

Equipment that requires replacement due to Service Provider's failure to maintain shall be replaced by Service Provider at Service Provider's expense with equipment of equal quality and of a type approved by CMTA.

- 12.19 Service Provider shall manage all waste streams and follow all applicable City, State, and Federal environmental laws. All records, inspections, manifests shall be made available for review. CMTA will help maintain some site permits and shall provide copies to Service Provider, however any permits or inspections not on file with CMTA and that are necessary for the work shall be secured by Service Provider. A biannual update shall be required and Service Provider shall be responsible to update and submit a regulatory and environmental compliance record.
- 12.20 Service Provider shall maintain all protective fire systems. CMTA will provide fire panel annual inspections under a separate contract, Service Provider shall provide access. Service Provider shall maintain fire risers and annual inspections. If such inspections require repairs or changes, Service Provider shall obtain written approval from CMTA before performing the repairs. Service Providers shall maintain all fire extinguishers, annual inspections and have all routine maintenance provided (re-charging, testing etc.). This will also include all backflow devices listed with City of Austin, fire hydrant annual testing or other devices as required by city code, state code or federal codes. Fire suppression systems shall be inspected annually per regulations if applicable.
- 12.21 Service Provider shall make every effort to reduce waste, recycle waste, and reduce carbon foot print before disposal. CMTA reserves the right to require the Service Provider to comply with any environmental sustainability management procedures in CMTA's ESMS (Environmental Sustainability Management System) program as developed. Waste sludge shall be treated using approved biological treatment, tested after treatment before disposal, sludge water shall be treated until it does not show any oil sheen, tested and disposed to sanitary sewer in accordance with local laws. Sludge once tested shall be approved by the landfill, manifested and copies of all documents shall be provided to CMTA in the biannual report. CMTA reserves the right to approve the process used by the Service Provider.
- 12.22 Service Provider shall provide good housekeeping to all areas and parking lots. Oil spots shall be spot treated and cleaned following local laws. All areas shall be kept clean of any trash and all drums, containers etc. shall be maintained in orderly fashion. Failure to keep areas cleaned shall result in a disincentive of \$200 PDC per incident found.
- 12.23 All lighting shall be maintained by Service Provider including, but not limited to, shop lights, parking lot lighting, exit signs. Replacement parts shall be kept on hand to avoid long down times.
- 12.24 Service Provider shall maintain all grease traps, if applicable, and have them serviced every ninety (90) calendar days. All drain line connected to a grease trap shall be cleaned every four months. Service Provider shall clean kitchen hood on an annual basis or as regulations require. Copies of service shall be kept and reported in the biannual reports to CMTA Building Maintenance QA.
- 12.25 CMTA will provide yard re-striping every three years, or as needed. If Service Provider wishes to change any striping they must obtain advance approval from CMTA and provide the agreed upon changes at no cost to CMTA. Service Provider shall keep any compliance striping in approved condition (fire lanes, barriers, walkways etc.), and make any repairs to provide safe and visible states.
- 12.26 Service Provider shall maintain all fences, gates, motor controllers, barricades, and storm water drain inlets. Service Provider shall maintain spill stations as required for sound environmental safety, following all compliance requirements for employees and buildings. A "spill station" is defined as a central location allowing easy access for emergency cleanup.
- 12.27 Service Provider shall maintain all exiting signage and replace when needed due to wear or damage. Name plates and room numbers shall be created by the Service Provider.
- 12.28 In addition to all PDC assessments included in this Section, the following may be assessed due to Service Provider's delays, negligence, or unsatisfactory performance:
 - 12.28.1 ~~8-28-1~~ In the event CMTA must rent facility space or equipment: \$300.00 PDC per day.
 - 12.28.2 ~~8-28-2~~ In the event CMTA must replace or repair equipment or structures: \$600.00 PDC per day.
- 12.29 CMTA Furnished Equipment. CMTA will provide the Service Provider with the following: Attachment #7 - Equipment List.
- 12.30 Safety Data Sheet (SDS). The Service Provider shall provide access to Safety Data Sheet (SDS) on all chemicals stored or used by them. Service Provider shall follow all local, federal and state requirements on storing and using chemicals, products or waste.

13. MOBILIZATION STARTUP AND PLAN SUBMISSION

13.1 Mobilization:

Service Provider shall provide an implementation/mobilization schedule necessary to perform the services including all the key elements and resources necessary to guarantee uninterrupted services on the date established for contracted services to begin (Schedule shall be based on the anticipated contract award date of April 1, 2018 and the contracted services to begin October 1, 2018). The Mobilization Plan shall be provided with the proposal.

- 13.2 During mobilization, CMTA will make available to the Service Provider two (2) vehicles for training during the weekday, and up to five (5) vehicles during the weekend for training purposes. During this period, CMTA will be responsible for servicing and maintenance of these vehicles. The Service Provider shall be responsible for any damage and abuse arising out of the Service Provider's training activities.
- 13.3 The incoming paratransit Service Provider shall work with CMTA and the outgoing service provider to ensure a well-coordinated transition from existing services. The incoming service provider shall provide paratransit passengers a seamless transition that aims to provide those passengers with high-quality and uninterrupted service throughout this process.
- 13.4 Service Provider shall have adequate staff onsite before the startup of the Contract. The Service Provider shall also maintain adequate staffing levels up through the transition.
- 13.5 Service Provider mobilization plan shall detail the communication with incumbent employees and timelines for application, interview, training, etc. Should employees being transferred be required to undergo training, Service Provider shall work with the existing Service Provider as to agreeable dates/times employees may be allowed to attend training session(s).
- 13.6 All plans referenced in the Scope of Services requested by CMTA shall be submitted by the Service Provider in accordance with the due dates outlined in Attachment #46 Plan Submittal Requirements. All plans require CMTA approval before implementation.
- 13.7 Failure to submit the required plans specific to this scope of services by the respective due date shall result in a \$250 PDC per day for each plan not submitted within the required time. The Service Provider may not be allowed to begin service until all plans are submitted and approved by CMTA.
- 13.8 Service Providers recognizes that the services under this Contract are vital to CMTA and shall be continued without interruption and that upon Contract expiration, another entity, either CMTA or another Service Provider, may continue them. Service Provider agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition.

14. SERVICE PERFORMANCE INDICATORS

14.1 Performance Indicator Overview

- 14.1.1 Performance measures are included in this Contract to provide the highest level of service possible. CMTA will monitor the Service Provider in its performance of the Contract to ensure adherence to all performance specifications always.
- 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 shall be adjusted from the total fixed and variable costs of the original invoice (not including other reimbursements, fees, etc.). Adjustments are based on the incentive or PDC percentage indicated in the Contract. The Service Provider shall be required to submit detailed Action Plans to address any performance indicators that fall short of the standard. Failure to submit such Action Plans by the deadline given shall result in a PDC of \$100 per day per occurrence.
- 14.1.3 CMTA Quality Assurance staff for both Vehicle Maintenance and Operations shall perform audits of the Service Provider's performance throughout the term of this Contract. These include (but are not limited to) audits of personnel or vehicle files, remote audits of archival data, in-service and yard audits, etc. The results of these audits shall be rated and recorded via Observation Report. Deficiencies noted via Observation Reports may require a written response from the Service Provider. Failure to respond to such Observation Reports by the deadline given shall result in a PDC of \$100 per day per instance.
- 14.1.4 CMTA will periodically meet with the Service Provider to consider its input on performance goals adjustments. Operational measures may include on time performance, passenger complaints, vehicle and passenger accidents, miles between road calls and productivity. CMTA shall have the final say in the setting of performance indicator goals.
- 14.1.5 The Service Provider shall develop and submit a Performance Monitoring Plan with its proposal. This plan shall include (at a minimum) details regarding how the Service Provider will:
 - Monitor daily operations, to include (but not limited to) Vehicle Operator check-in, pull-out, productivity, Safety, schedule adherence, pull-in, etc.
 - Oversee Dispatch functions to optimize productivity and On-Time Performance
 - Measure training/retraining efforts, including accident and Customer Service retraining.
 - Perform Quality Assurance inspections for both Operations and Maintenance and the supervision of these functional areas.
 - Manage Customer Service issues and CCR workflow – establishing/maintaining a culture of courtesy
 - Perform in-service (on board, shadow, etc.) audits, with focus on passenger boarding/alighting, mobility aid securement, service levels, safe operation, etc.

The plan shall include methods the Service Provider will use to identify metrics and goals, the process to measure performance success, establish frequencies of quality assurance inspections, the process to establish steps to correct deficiencies in performance, and the plan to communicate findings to CMTA.

14.1.6 The Service Provider shall provide CMTA with monthly customer satisfaction survey results conducted by an independent third party surveyor. This shall be accomplished by completing a minimum of sixty (60) surveys per monthly report from a random sample of the Service Provider's customers via telephone, email or online survey. The methodology and questions within the survey shall be approved by CMTA prior to implementation at onset of contractual period. CMTA will review and agree upon the finalized questions and overall process to ensure an independently validated methodology. Results will be submitted directly from the third-party provider to CMTA and the Service Provider simultaneously. See Attachment #16 Customer Service Survey Example of the current monthly report provided to the paratransit Eligibility program.

14.1.7 From time to time, situations may arise wherein a factor outside of the control of the Service Provider may impede performance. When such a situation arises, the Service Provider may be eligible for an exception or extension, consistent with the provisions set forth in Exhibit E, Contractual Terms and Conditions, section entitled "Excusable Delays". Whenever possible, the Service Provider must request an exception or extension in advance. Such requests must be submitted in writing (see Contract Performance Exception Request, attachment #17) and should fully explain the circumstances being faced; the specific contractual requirement or deadline for which an exception or extension is being requested; an explanation of efforts undertaken to mitigate the impacts of the exception or extension; and the specific relief being requested. The request should be submitted to the COTR, or his/her designee for consideration. If the Service Provider is dissatisfied with the COTR's determination, they may request that the CMTA Director of Procurement or his designee, review the request. CMTA retains sole discretion in approving all exceptions or extensions.

14.2 On Time Performance (OTP) / Productivity

14.2.1 "On time" is defined as when a MetroAccess passenger is picked up within the operating window. At the time of the initial trip request, the passenger (or individual requesting the trip) will be informed what the operating window is. 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 10:30 are late.

14.2.2 The Service Provider is expected to manage Vehicle Operator work assignments and resources to attain on time service delivery. Incentives and PDC's for monthly performance are outlined below:

		Productivity (Passengers per Service Hour)												
		<i>Rounded to the nearest tenth</i>												
		1.00	1.10	1.20	1.30	1.40	1.50	1.60	1.70	1.80	1.90	2.00	2.10	
On Time Performance	<i>Rounded to the nearest percent</i>	87%	(\$11,000)	(\$10,000)	(\$9,000)	(\$8,000)	(\$7,000)	(\$5,000)	(\$4,000)	(\$3,000)	(\$2,000)	(\$1,000)	\$0	\$1,000
		88%	(\$10,000)	(\$9,000)	(\$8,000)	(\$7,000)	(\$6,000)	(\$4,000)	(\$3,000)	(\$2,000)	(\$1,000)	\$0	\$1,000	\$2,000
		89%	(\$9,000)	(\$8,000)	(\$7,000)	(\$6,000)	(\$5,000)	(\$3,000)	(\$2,000)	(\$1,000)	\$0	\$1,000	\$2,000	\$3,000
		90%	(\$7,000)	(\$6,000)	(\$5,000)	(\$4,000)	(\$3,000)	(\$1,000)	\$0	\$1,000	\$1,000	\$2,000	\$3,000	\$4,000
		91%	(\$6,000)	(\$5,000)	(\$4,000)	(\$3,000)	(\$2,000)	\$0	\$1,000	\$2,000	\$3,000	\$4,000	\$5,000	\$6,000
		92%	(\$5,000)	(\$4,000)	(\$3,000)	(\$2,000)	(\$1,000)	\$1,000	\$2,000	\$3,000	\$4,000	\$5,000	\$6,000	\$7,000
		93%	(\$4,000)	(\$3,000)	(\$2,000)	(\$1,000)	\$0	\$2,000	\$3,000	\$4,000	\$5,000	\$6,000	\$7,000	\$8,000
		94%	(\$3,000)	(\$2,000)	(\$1,000)	\$0	\$1,000	\$3,000	\$4,000	\$5,000	\$6,000	\$7,000	\$8,000	\$9,000
		95%	(\$2,000)	(\$1,000)	\$0	\$1,000	\$2,000	\$4,000	\$5,000	\$6,000	\$7,000	\$8,000	\$9,000	\$10,000
		96%	(\$1,000)	\$0	\$1,000	\$2,000	\$3,000	\$5,000	\$6,000	\$7,000	\$8,000	\$9,000	\$10,000	\$11,000

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 be counted as "on time" when calculating the Service Provider's on-time performance (OTP).

14.3 Vehicle Performance Standards

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

Miles Between Mechanical Road Calls	Incentive/ PDC
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 Collision/Accident Rate

14.4.1 The rate for preventable vehicle collisions shall be no more than 1.20 per 100,000 total miles.

14.4.2 Incentives and PDC's shall be applied to the Service Provider's monthly invoice based on the ability to run a safe operation. Incentives and PDC's are calculated using the number of preventable vehicle collisions per 100,000 vehicle service miles

as outlined below. "A preventable collision is one in which the driver failed to do everything that they reasonably could have done to avoid it", as defined by the National Safety Council's Guide to Determine Motor Vehicle Collision Preventability. Final determination of preventability is at the sole discretion of CMTA.

Vehicle Accident Rate	Incentive/ PDC
0.60 and Below	0.25%
0.61 – 1.20	0%
1.21 – 1.50	-0.25%
1.51 and Above	-0.50%

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

14.4.4 PDC's shall be applied to the Service Provider's monthly invoice based on the ability to run a safe operation, and are calculated per 10,000 passengers transported as outlined below:

Passenger Accident Rate	PDC
0.00 - 0.25	0%
0.26 - 0.54	-0.25%
0.55 and Above	-0.50%

14.5 Vehicle Operator & Service Availability (On-Time Lot Leave)

14.5.1 The Service Providers shall ensure that it has an adequate number of Vehicle Operators available to provide service in accordance with the schedules developed by the CMTA Control Center. PDCs have been incorporated into this Contract to ensure reliable run coverage.

14.5.2 Each Vehicle Operator shall leave the operating base no later than the daily scheduled pull out time of the run. At least 98.6% of all runs shall depart on time. PDCs are outlined below:

On Time Lot Leave	PDC
98.6.00% and Above	0%
95.4.00% - 97.5.99%	-0.25%
94.3.99% 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. Failure to perform a portion of or an entire run as assigned by the CMTA Control Center shall result in a PDC based on the sum of cumulative time missed per month. The PDC for every thirty (30) minute increment of missed service shall be \$100. Additionally, missed service is not compensated at the variable rate.

14.6.2 In the event a scheduled run cannot be completed in its entirety, the CMTA Control Center will determine where the remaining trips are assigned.

14.6.3 A PDC payment of \$200 per missed trip shall be applied to the monthly invoice. A missed trip is defined as:

- A trip where the Service Provider arrives one hour or later after the close of the 30-minute operating window (e.g. For an operating window of 12:00 to 12:30, a trip is categorized as missed at 13:30)
- A trip where the Service Provider fails to notify CMTA that they cannot perform the work until after the 30-minute ready window has begun, thus causing another Service Provider to arrive one hour or later after the close of the operating window
- A trip that is not completed in its entirety
- Transporting the wrong passenger
- A trip for which the passenger is dropped off at an incorrect or unauthorized drop off location

14.6.4 CMTA requires the Service Provider to maintain a missed trip percentage of less than 0.05%.

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 (CCR) Procedure (Attachment #18). This requires the Service Provider to investigate and resolve

passenger complaints and comments regarding the service. The Service Provider shall contact each complainant by telephone, and follow up with written correspondence when necessary. All telephone contact with customers shall originate from a recorded line. It is the expectation that the Service Provider shall take initiative to resolve all customer concerns satisfactorily with little direction from CMTA.

- 14.7.2 The Service Provider shall notify CMTA immediately of any complaint alleging employee or passenger misconduct such as inappropriate conversation, touching, assault, (physical or verbal) and serious Safety violations. The Service Provider shall cooperate fully with all law-enforcement and social protective service entities in the investigation and resolution of any allegation of misconduct.
- 14.7.3 Customer Call Reports should be responded to within 24 hours of assignment. Some cases involve multiple parties (Service Provider, CMTA Control Center, etc.). The CMTA standard is to close all cases within four (4) calendar days. All files shall be reviewed daily for pending responses. Failure to resolve a customer complaint by the start of the fifth (5th) business calendar day shall result in a \$100 charge per day per occurrence.
- 14.7.4 CMTA will provide the Service Provider with Service One 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 staff member (Action Officer) and identify a backup to process passenger comments/complaints.
- 14.7.5 The Service Provider shall respond to requests by CMTA for any information to assist in the investigation and resolution of not only complaints, but also for any other service disruption, to include eligibility matters. When requested, the Service Provider shall conduct its own internal investigation and provide CMTA with its written findings.
- 14.7.6 The rate for complaints (CCR's minus compliments) shall be measured per 10,000 passengers transported. Incentives and PDCs are applied to Service Provider's monthly invoice as outlined below:

Complaint Rate	Incentive/ PDC
24.9 and Below 11.99 and Below	0.25%
25.0 – 32.0 12.00 to 15.00	0%
32.1 – 39.0 15.01 to 17.00	-0.25%
39.1 and Above 17.01 and Above	-0.50%

15. ORGANIZATION & PERSONNEL REQUIREMENTS

15.1 Organization

- 15.1.1 The Service Provider shall submit an Organization Chart to CMTA with its proposal. The organization chart proposed by the Service Provider shall include lines of authority, responsibility, and communication for all positions. This information shall be incorporated into the Mobilization Plan.

15.2 Labor Relations

- 15.2.1 Nothing in this Scope of Services shall be construed as requiring the Service Provider to assume or otherwise be bound by the terms and conditions of any collective bargaining agreement or other labor contract of CMTA's prior paratransit Service Provider (incumbent).
- 15.2.2 **The Service Provider shall recognize ATU Local 1091 as the authorized representative, for purposes of collective bargaining, of its employees who perform work of the type performed by the prior employer bargaining unit represented by ATU Local 1091.** ~~The Service Provider shall negotiate a collective bargaining agreement with any labor organization that is designated or selected, in accordance with applicable law, as the collective bargaining representative of the Service Provider's employees.~~ Any such collective bargaining agreement shall include provisions addressing health benefits, retirement, grievance procedures, recognition of seniority, and related matters that are normally the subject of collective bargaining between management and labor in the private sector transportation industry. Nothing in this provision, however, shall be construed to limit the ability of the Service Provider to set initial terms and conditions of employment consistent with applicable law.

15.2.3 The service provider shall establish initial terms and conditions of employment in accordance with the following requirements:

- **Seniority Rights. The Service Provider shall recognize the seniority rights of represented employees in accordance with the existing seniority roster at the prior employer. Seniority shall apply to those matters normal subject to seniority status under collective bargaining agreements in the transit industry, including layoffs, re-hiring/return from furlough, bidding on shifts and selection of vacation.**

- **Health and Welfare.** The Service Provider shall offer health, disability, dental, life and accidental death insurance for its employees that is substantially equivalent, in terms of type and scope of coverage, to the insurance coverage offered by the prior employer. The Service Provider shall bargain collectively with ATUL Local 1091 regarding contributions to premiums, co-payments, deductibles and other economic matters relating to such insurance.
- **Retirement.** The Service Provider shall provide a retirement plan for its employees. The Service Provider shall bargain collectively with ATUL Local 1091 regarding the terms and conditions of such retirement plan, including the levels or amounts of employee and employer contributions to the plan.
- **Wages.** The Service Provider shall pay each employee of the prior employer an hourly wage, at the outset of his or her employment with the Service Provider, that is not less than the hourly wage in effect for such employee on the date of his or her separation from employment with the prior employer.
- **Grievances.** The Service Provider shall establish a procedure for the consideration, appeal and resolution of grievances.
- **Discipline.** The Service Providers shall establish a procedure for handling employee discharge and other discipline that allows for discharge or discipline if work is not satisfactory of for other just cause and that provides advance written notice to the employee, an opportunity for response before a proposed disciplinary action becomes final, and a process for appeal to a neutral party.
- **Accrued Leave.** The Service Provider shall coordinate with the prior employer to transfer financial liability for accrued leave through payment negotiated between the prior employer and Service Provider. The Service Provider must ensure that individual employee balances of accrued sick and vacation leave are established at the level which are in existence on the date of the employee's separation of employment with the prior employer. This will include any vacation earned that has not been taken. The Service Provider shall honor the vacation mark ups of the prior employer.
- **The terms and conditions specified above shall remain in effect as initial terms and conditions of employment until a collective bargaining agreement is reached with the union. The collective bargaining agreement between the Service Provider and the union must contain (at a minimum) the terms, conditions and subjects specified above unless the Service Provider and the union expressly agree to alternative terms.**

15.2.34 The Service Provider shall not enter into a collective bargaining agreement or other labor contract with the labor organization representing its workforce for a longer term than the base term of this Contract with CMTA, or if any option is exercised, for longer than the term of that option.

15.2.45 The Service Provider shall provide CMTA, throughout the Contract term, with copies of all collective bargaining agreements, side letters, and amendments entered **into** with any union representing the Service Provider's employees.

15.2.56 The Service Provider shall propose a comprehensive Labor Relations Plan. The Labor Relations Plan should detail Service Provider's approach to labor relations, including efforts expected to avoid a work stoppage. Additionally, Service Provider shall certify that it has a plan for continuing to provide service in the event of a work stoppage.

15.2.67 The Service Provider shall be responsible for the payment of all liabilities to its employees accrued during the term of the Contract (and any option periods exercised by CMTA), including accrued vacation, sick time, and any other benefits accrued under the terms of any collective bargaining agreement between the Service Provider and the union representing its employees or under the terms of any employment contract or agreement. All such payments shall be made by the Service Provider at the end of the Contract term (or option period) **to the next employer**, and no additional compensation shall be provided by CMTA for such accrued liabilities. The Service Provider shall not have any obligation for the liabilities of the prior Service Provider (incumbent) to its employees.

15.2.78 The Service Provider shall recognize existing seniority of employees. The Service Provider shall provide a priority of employment to employees of CMTA's prior (incumbent) paratransit Service Provider **who are represented by the union and are employed by the incumbent on the day prior to the commencement of services under this contract. The Service Provider shall offer a priority of employment to non-represented employees of the prior employer.** The Service Provider shall not be required to offer employment to any person who:

- Fails to successfully complete drug and alcohol testing
- Fails to successfully complete a physical examination for the specific position involved
- Fails the background or MVR checks conducted per exhibit E, Terms & Conditions
- ~~Fails to successfully complete training~~
- ~~Any employee who CMTA considers unsuitable or who has displayed any act deemed unacceptable by CMTA.~~

15.2.9 CMTA will reimburse the Service Provider for the wages of union representatives required to attend mandatory CMTA sanctioned pension meetings. This reimbursement shall be paid at the member's straight time rate and does not include any other expenses related to travel.

15.3 Workforce Requirements & Staffing Plan

- 15.3.1 The Service Provider shall be responsible for determining the direct staffing levels and salaries required to deliver the service assigned through the MetroAccess Control Center. Staffing levels by the Service Provider shall be adequate to reflect service levels throughout the Contract term. Unless the scope of services is modified by CMTA, changes to staffing levels deemed necessary by the Service Provider to meet the Contract requirements and provide high quality service shall be implemented at no cost to CMTA.
- 15.3.2 The Service Provider shall ensure that sufficient staff are hired and retained to meet this Contract's service requirement and remain in compliance with applicable CMTA policies and procedures, and all local, State and Federal laws throughout the term of the Contract.
- 15.3.3 On the Contract start date, the Service Provider shall have hired and trained all necessary Vehicle Operators, maintenance, supervisory and administrative personnel as identified in its staffing and personnel plan (Staffing Plan). The Staffing Plan shall be submitted with the Service Provider's proposal.

15.4 Criminal History, Driving History and Motor Vehicle Requirements

- 15.4.1 The requirements for all personnel including Vehicle Operators are in the "Personnel Assignments" section of the Terms and Conditions (Exhibit E).

15.5 Staff Conduct

- 15.5.1 The Service Provider (includes all staff and subcontractors) are expected to conduct themselves in a professional manner always, especially when transporting or communicating with a passenger. 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 passenger or situation, staff and subcontractors are expected to follow the procedures and training as outlined in the Service Provider's proposed ADA sensitivity training, and any other instruction provided by the Service Provider or relayed by CMTA.
- 15.5.2 All Service Provider staff performing services under this Contract shall always wear a CMTA-issued photo identification badge while on duty. This badge must be clearly visible and front-facing. Any staff member who has not yet received a CMTA Service Provider badge, or misplaces it must be provided a temporary ID by the Service Provider that clearly identifies the employee's name and job title and reported to CMTA Security. Replacement of lost ID badges shall result in a \$50 chargeback on the monthly invoice per instance.
- 15.5.3 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.

15.6 Key Personnel Staffing

- 15.6.1 The Service Provider shall assign Key Personnel to the Contract 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. Key personnel should have a minimum of four (4) years of recent (within the past eight (8) years) experience in their field of expertise managing a transit (paratransit preferred) operation of similar size, scope and complexity.
- 15.6.2 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, Safety and Training, Vehicle and Building Maintenance, and Information Technology. The Service Provider shall propose the General Manager with their proposal, and Key Personnel within 30 days of the issuance of Notice to Proceed by CMTA. The Service Provider Staffing Plan shall describe the selection process, job summary, required qualifications and timeline for selecting Key Personnel. All Key Personnel shall be in place at least 90 days prior to October 1st, 2018. CMTA will 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.
- 15.6.3 The Service Provider shall maintain the Key Personnel identified in its Staffing Plan throughout the Contract term. Key Personnel changes during the Contract term shall require a letter with explanation and replacement schedule/plan. All the Service Provider's Key Personnel work hours shall be 100 percent (100%) dedicated to providing services for CMTA under this Contract, unless otherwise approved in writing by CMTA. CMTA operations span the entire seven-day week. Working hours of Key Personnel are expected to include weekends, as needed. CMTA will 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.

- 15.6.4 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 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.
- 15.6.5 Any change in the General Manager position that occurs within twenty-four (24) months of the Contract start date shall require the Service Provider to pay CMTA a PDC of fifteen thousand dollars (\$15,000), per position, per change. Any change in other Key Personnel positions that occurs within twenty-four (24) months of the Contract start date shall require the Service Provider to pay CMTA a PDC of ten thousand dollars (\$10,000), per position, per change. At the sole discretion of CMTA, the PDC may be waived if the Service Provider provides a qualified replacement as determined by CMTA.
- 15.6.6 The Service Provider shall 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 the open position beginning on day one (1) of the vacancy. A PDC shall be assessed for key positions that remain vacant for over sixty (60) days. Beginning on day sixty-one (61) a \$1,000 per day PDC shall be assessed for a vacant General Manager position and a \$500 per day PDC shall 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.
- 15.6.7 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 Key Personnel it names in its proposal to provide services pursuant to this Contract for a minimum of one (1) year from the Contract start date.
- 15.6.8 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 or Key Personnel's resignation or termination. The Service Provider agrees to consider CMTA's input regarding any proposed Key Personnel replacements, and CMTA reserves the right to interview candidates at our discretion. 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.
- 15.6.9 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.
- 15.6.10 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 positive attitude and a team approach, fostering good communication with all parties involved with the use and delivery of MetroAccess service.
- 15.6.11 In the temporary absence of one (1) day or longer of the General Manager or other Key Personnel, 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 notify CMTA whenever the General Manager or key personnel are temporarily unavailable, and identify the staff member who will be serving as backup. 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. CMTA reserves the right to receive rebates equal to the wages and benefits for extended (2 weeks or longer) General Manager or Key Personnel absences.
- 15.6.12 A member of the Service Provider's Management team shall be required to attend periodic meetings, such as the monthly Operations Committee of the Board of Directors, the monthly Board of Directors general meeting, monthly Access Advisory Committee meetings and others as requested by CMTA. Service Provider Transportation Supervisors should attend to assist.

16. **GENERAL PERSONNEL**

16.1 Vehicle Operators

16.1.1 CMTA recognizes that the success of its transportation program, service delivery and overall customer experience is built upon the strength of its Vehicle Operators. The expectation is that the Service Provider shall field qualified, highly-skilled and well-trained Vehicle Operators with a primary focus on Safety and excellent Customer Service.

16.1.2 In addition to the qualifications listed in the "Personnel Assignments" section of the Terms and Conditions (Exhibit E), Vehicle Operators shall meet the following pre-employment requirements:

- Possess a valid State of Texas Driver's License appropriate for the class of vehicle to be operated. Vehicle Operators must have maintained a valid driver's license for five (5) years.
- Demonstrate English language competency (reading, writing and speaking). CMTA encourages bilingual (English/Spanish) hiring practices.
- Have good oral and written communication skills as demonstrated in pre-employment testing.
- Vehicle Operators must have sensitivity to passengers' needs and can handle complaints and problems as required.
- Any personnel who may operate a CMTA revenue vehicle shall pass a biennial Federal Department of Transportation (DOT) physical examination and a comprehensive drug screen as detailed by 49 CFR 391.41.
- Demonstrate the physical agility to perform the requirements of this position, including but not limited to, the ability to assist a passenger in a manual wheelchair move up or down ADA ramps and be physically able to fold and store a manual mobility device if necessary.

16.2 Dispatch

16.2.1 While some Radio Dispatching and data messages will be handled by the CMTA Control Center, the Service Provider shall maintain a radio/run dispatch position to coordinate services. Some duties of this position are described in Attachment # 1 – Dispatch Responsibility Matrix.

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 the duties required of this position. Transportation Supervisors shall respond to accidents and incidents. They also assist with ensuring that Vehicle Operators pull out from the base location on time, assist the CMTA Control Center dispatch in picking up late or missed passengers, helping to locate lost passengers and all other duties required to provide excellent customer service. The Service Provider shall 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.

16.3.3 The Service Provider's Transportation Supervisors (or other qualified staff) shall be required to investigate passenger concerns, evaluate passenger mobility aids, perform site evaluations of specific locations and submit documentation of findings to CMTA when applicable. The Service Provider shall ensure these tasks are performed proactively as needed, with little CMTA direction. See Attachment #3 MetroAccess Service Disruption/Customer Issue Process.

16.3.4 Location ("Site") Evaluations: See Attachment #19, Location Evaluation Procedures and Attachment #20, Location Evaluation Template. This is a survey taken of a given location to determine the safe access (entry and exit) of the largest paratransit vehicle. The Service Provider shall ensure its Transportation Supervisors are fully trained in the site evaluation process, and their non-revenue vehicles are equipped with the proper tools to do so. Failure to submit a Location Evaluation within 4 calendar days shall result in a PDC of \$200 per day. It is the expectation that the Service Provider shall initiate site evaluations on their own whenever the following issues are encountered during service:

- Unsafe backing or maneuvering necessary to access a location
- A vehicle accident occurs due to clearance issues
- A passenger accident occurs due to irregular pathway
- The Vehicle Operator loses line-of-sight to the vehicle while assisting a passenger
- The Service Provider is made aware of service disruptions due to vehicle access at a passenger's origin or destination.
- Any other situation identified by CMTA

16.3.5 It is the expectation of CMTA that most of a Transportation Supervisor's time shall be spent on the road monitoring the service for Safety and on time compliance, timely response to accidents and incidents, ensuring correct passenger assistance techniques are used, and conducting ride checks to ensure Vehicle Operator adherence to procedures. In rare cases, it may be expected for a Transportation Supervisor to respond to an emergency 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.

16.3.6 Transportation Supervisors shall be required to provide ad hoc support to CMTA, including the management of MetroAccess passengers 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 as described in Attachment #21 CMTA Uniform and Appearance Standards.

16.4 Vehicle Maintenance Technicians (Mechanics)

16.4.1 The Service Provider shall 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. Some of the duties of Vehicle Maintenance Technicians are described in Section 24 of this Exhibit F.

16.5 On-site Scheduler

16.5.1 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.

16.6 Suitable Personnel

16.6.1 The Service Provider's provision of qualified, capable and experienced personnel is essential to the performance of its contractual obligation. As such, failure to provide suitable personnel consistent with CMTA's contractual expectations as described in this Scope of Services shall be deemed a material breach of Contract and subjects the Contract to termination for default. The Service Provider shall ensure that its employees are qualified, capable and suitable to perform the requirements of this Contract. The Service Provider shall provide all pertinent employee records regarding driving records, training, qualifications, incidents/accidents, passenger complaints and related matters to CMTA as soon as possible upon request.

16.6.2 Employees assigned by the Service Provider to work on the Contract shall be deemed ineligible for rehire by another contract service provider of CMTA if their employment is involuntarily separated because of a drug and alcohol policy violation, serious Safety or customer service violation, or significant accident history, including those resulting in major property damage or personal injuries. See Attachment #22, Contractor Reference Check Form. The Service Provider shall be responsible for making a reasonable attempt to verify eligibility for rehire with the other CMTA contract service providers. Service Provider 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 shall 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 Service Provider. The Service Provider shall comply with the reasonable attempts by other CMTA contract service providers to verify that former employees are not ineligible for re-hire because of a drug and alcohol policy violation or significant accident history, including those resulting in major property damage or personal injuries.

16.6.3 In the event an applicant's background or qualifications may not meet the criteria set forth in the Terms and Conditions (Exhibit E), the Service Provider may request CMTA review via Attachment #23 Risk Assessment Request Form.

16.6.4 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, sex, gender or orientation. All employees shall also be required to receive an orientation on CMTA's services, including MetroAccess paratransit service.

16.6.5 The Service Provider shall propose training programs for Vehicle Operators, Transportation Supervisors, Dispatchers and Mechanics 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

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 breaks are not permitted unless the Vehicle Operator receives authorization from the CMTA Control Center, law enforcement, a Supervisor or other authorized persons in charge.

17.1.3 If the Vehicle Operator is running behind schedule or is more than thirty (30) minutes ahead of schedule, the Vehicle Operator shall contact the CMTA Control Center dispatch for assistance. Trips may be removed or added to ensure the Vehicle Operator's run is optimized.

- 17.1.4 Vehicle Operators shall not intentionally operate their vehicle behind schedule or take unauthorized/excessive breaks. If unavoidably delayed, the Vehicle Operator shall report the cause for the delay to the CMTA Control Center dispatch. Vehicle Operators are required to make themselves available for additional assignment whenever there are thirty (30) minutes or more between trips ("slack").
- 17.1.5 Vehicle Operators shall wear ANSI Class 3 (or similar) reflective safety vests always while providing service outside the vehicle.
- 17.1.6 Vehicle Operators shall set out Safety cones as needed for each stop where the vehicle may obstruct traffic, will be parked for an extended period, and each time the wheelchair lift or ramp is deployed.

17.2 Prohibited Conduct: Cause for Removal from Service

- 17.2.1 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 if a Vehicle Operator will be removed from service for this reason, and submit a written report within 24 hours
- 17.2.2 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, inappropriate or criminal 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 CMTA vehicle, including texting and use of wireless headphones or devices.
 - Revocation, suspension or non-renewal of a valid Texas Driver's License.
 - Use of any tobacco product on CMTA vehicle or property, in accordance with the Tobacco Free policies of CMTA.
 - Failure to follow Safety rules and regulations.
 - Failure to follow security policies, guidelines and procedures.
 - Arrests for any reason
 - Notification of an active warrant from any law enforcement or judicial agency.
 - Failure to meet Vehicle Operator employment requirements in Exhibit E 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 in Attachment #21, Uniform and Appearance Standards. These guidelines shall ensure a standard appearance among Vehicle Operators and Supervisors that is consistent with the high standards CMTA's professional Vehicle Operators are expected to meet every day. When providing service under this Contract, Vehicle Operators shall present a neat and clean appearance and wear only the CMTA authorized uniform. Each incident of Service Provider Vehicle Operators not wearing the approved uniform in service shall result in a PDC of \$200 per instance.
- 17.3.2 The Service Provider shall ensure 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 must fit well, be clean, wrinkle-free and in good repair.

18. **SAFETY & ACCIDENT/INCIDENT INVESTIGATION AND STANDARDS**

- 18.1 Service Provider shall implement a safety program that adopts the Safety Managements System (SMS) approach defined by the FTA, and shall submit a comprehensive SMS Plan to CMTA for review.

18.1.1 This program shall include:

- Vehicle Operator procedures for handling emergencies and incidents (medical, fire, safety, fuel and other fluid spills)
- Accident Investigation Training
- Hazard Identification (as defined in SMS Plan)
- Assault Prevention & Awareness
- Handling potential blood borne pathogens
- Accident Response Plan
- Accident review process and trend analysis
- Process for determination of accidents as preventable or non-preventable, using National Safety Council guidelines
- Employee re-training provision
- Facility and yard safety
- Shop Safety

- Maintenance practices to promote safe function of the vehicles
- Programs and methods to be used in promoting Safety awareness, including administrative functions

18.1.2 The Service Providers shall ensure that a Safety staff member attends monthly System Safety meeting with CMTA staff.

18.1.3 Service Provider shall participate in periodic emergency readiness training and drills at the direction of CMTA.

18.1.4 Service Provider's Safety management personnel shall complete DOT Transit Safety and Security Program (TSSP) certification within two (2) years of being assigned to safety management duties under this Contract.

18.2 Safety Equipment

18.2.1 The Service Providers shall have biohazard clean-up and first aid kits in all non-revenue vehicles. The Service Providers shall ensure that these kits comply with OSHA and any other applicable regulatory standards. Service Providers shall make disposable gloves and anti-microbial wipes available to all Vehicle Operators.

18.2.2 The Service Provider shall provide appropriate equipment in all non-revenue vehicles for accident investigation and to evaluate locations for safe access. 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, reflectors, cones and belt cutters. Each smaller accessible revenue and non-revenue vehicle shall be equipped with a bariatric step stool rated at 500 pounds.

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 immediately notify CMTA Control Center. CMTA shall be notified immediately (via phone) of 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, whenever a passenger is lost, 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 or bicyclist, See Attachment #25, Emergency Notification Procedure and Attachment #24 Lost Passengers.

18.4 Vehicle & Passenger Accidents

18.4.1 See Attachment #26 Accident and Incident Scene Responsibilities and Attachment #2 – Accident/Incident Protocols for details.

18.4.2 Reporting shall follow Federal, State and CMTA requirements (per Attachment #27, Accident Definitions & Criteria for Monthly Reporting). All events classified as an accident shall be reported to CMTA within twenty-four (24) hours or less from the time of the accident. Accident reports shall be legible and include information as described in CMTA & MetroAccess policies and procedures, and Attachment #28. Accident/Incident Report templates. Failure to submit Vehicle Operator and Supervisor Accident reports, photographs and video within twenty-four (24) hours shall result in a \$100 PDC per day per instance.

18.4.3 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. Unreported/discovered vehicle damage shall be reported to the same manner as above. Service Provider shall make every effort to investigate the cause and preventability of unreported damage using Attachment #29 – Preventability Checklist for Unreported Damage. If preventability remains undetermined upon due diligence, CMTA shall meet with the Service Provider to reach agreement.

18.4.4 Details of every vehicle and passenger accident or incident, including vehicle number, damage estimates to CMTA vehicles, preventability claims and severity category shall be reported to CMTA in the format detailed in Attachment #30 Monthly Accident/Incident Log by the fifth (5th) business day of the following month. The Service Provider shall also submit a Quarterly Accident Claims log (Attachment #31) due by 10th business day after quarter ends. Failure to submit these reports by the deadlines shall result in a PDC of \$100 per day per instance.

18.4.5 Accident preventability shall be based on the National Safety Council's "Guide to Determine Motor Vehicle Collision Preventability". Whenever preventability determinations are in question, the Service Provider safety staff shall consult with CMTA to reach agreement. CMTA will make the final determination of preventability on all accidents and incidents.

18.5 Biological Hazards – See Attachment #32 Operating Procedure - Biological Hazards for CMTA procedures for handling biohazard materials.

18.6 Safety in the Workplace

18.6.1 The Service Provider shall be responsible for compliance with all applicable Federal, State and local laws, ordinances, and regulations during the performance of this Contract. Service Provider shall indemnify CMTA for fines, PDCs, 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 shall be provided in writing.

18.6.2 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 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 by OSHA.
- Have a formal manual for emergency/evacuation policies and procedures 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.
- Develop yard/lot Safety policies for the operating facility and submit them to CMTA.

18.6.3 Service Provider is required to document its Safety Program in its Safety Management System (SMS) plan that includes the elements, components and key activities of a SMS, and an Emergency Response Plan as listed in Attachment #46, Plan Submittal Requirements for review by the CMTA Program Manager, Paratransit Contracts.

18.6.4 The Service Provider is required to submit an OSHA 300 log detailing industrial injuries to CMTA on a quarterly basis. Failure to submit this report by the end of the month following the quarter shall result in a PDC of \$200 per day.

19. VEHICLE OPERATOR & FRONT LINE STAFF TRAINING

19.1 The Service Provider shall 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 Transportation Supervisors, Dispatchers, and Vehicle Maintenance Technicians. The program shall provide formal accident retraining measures, including criteria for determining the success of training/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.

19.2 The program shall detail the training proposed for incumbent Vehicle Operators, Transportation Supervisors, Dispatchers and Vehicle Maintenance Technicians. Incumbent training shall take place and be completed before the first day of service. The Service Provider's Training Plan shall describe how incumbent employees will be trained to assure that they are fully ready for operation at the start of service.

19.3 New Vehicle Operators shall have a minimum of forty (40) hours of classroom training, forty (40) hours of behind-the-wheel and Customer Service training and forty (40) hours of one-on-one training in revenue service. The Service Provider shall outline training in the Training Plan. The Training Plan shall be submitted to CMTA for review and approval prior to start up.

19.4 All training and re-training shall be documented for each employee. The Training Plan shall include curriculum/topics, frequency and measurements of effectiveness. The curriculum/topics shall be reviewed and adjusted with input from CMTA as necessary to reflect trends and urgency.

19.5 CMTA Quality Assurance may attend and audit the training program, training sessions and documentation at any time.

19.6 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 revenue or non-revenue service. No Service Provider employee shall be allowed to operate any MetroAccess branded vehicle before a clear Motor Vehicle Report and background check has been completed and verified. The training for Vehicle Operators, Dispatchers, Transportation Supervisors and all other front line staff shall include:

- Training on MetroAccess policy and procedures as defined in Attachment #33 MetroAccess Rider Guide.
- Passenger Assistance Technique (P.A.T.) certification or an equivalent course which shall be approved by CMTA.
- Passenger Identification and the use of tactile tools for deaf/blind passengers.
- Defensive Driving 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 procedures for handling biohazards.
- 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.
- Location Evaluation and Hazard reporting
- Navigation (map reading, digital tools, following verbal & written instructions, etc.), route planning, common location and landmark familiarity.
- 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 and 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 or similar) and strategies for handling compassion fatigue.
- Customer Service, including dealing with difficult people.
- Provision for Customer Service re-training as necessary
- Communication and conflict management.
- Mobility device securement, lift/ramp operation,
- Use of safety/emergency equipment.
- Behind-the-wheel training (BTW) which includes assignments similar to what the Service Provider's Vehicle Operators will ultimately perform once training is completed (not required for dispatch staff).

- 19.7 No Vehicle Operator shall be allowed to operate equipment in CMTA service until they have successfully completed a CMTA-approved defensive driving course. All Vehicle Operators shall successfully complete a defensive driving course at a minimum of once every three (3) years.
- 19.8 No Vehicle Operator shall be allowed to operate equipment in CMTA service until signed off by a qualified instructor as to their completion of the training necessary to properly operate the vehicle type to which they have been assigned. A "qualified instructor" shall have a record of safe driving, at least two (2) years' experience of professional operation, and a demonstrated ability to provide high quality customer service.
- 19.9 A qualified instructor or Supervisor shall evaluate each Vehicle Operator employed under the Contract at least once every six (6) months, following their internal training program requirements, including in-service evaluation, and license and medical certificate checks.
- 19.10 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 fourteen (14) hours annually. Refresher training is in addition to any regularly scheduled Safety meetings. Service Providers shall provide an outline of how it plans to accomplish this refresher training with its Training Plan submittal. Annual refresher training should cover pertinent topics to improve performance, but shall include at least two (2) hours refresher training on the topic of ADA compliance and assistance to persons with disabilities and at least eight (8) hours refresher training on Customer Service.
- 19.11 Vehicle Operators shall receive a minimum of twelve (12) hours of training annually through either monthly Safety meetings or classes. The meeting schedule and topics shall be provided to CMTA Quality Assurance in advance, and are subject to audit.
- 19.12 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. The Service Provider shall furnish a description of how it plans to accomplish this requirement with the Training Plan submittal.
- 19.13 A PDC of \$500 per instance shall be assessed for each Vehicle Operator discovered to be in service without the minimum required training/re-training as outlined above and in accordance with the Service Provider's Training Plan.

20. DRUG & ALCOHOL PROGRAM

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 CMTA, 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 shall include zero tolerance for positive results. Employees with a confirmed positive drug or alcohol test shall not be used to perform work under this Contract
- 20.1.3 The Service Provider agrees to certify annually its compliance with Part 655 before March 1st of every calendar year and to submit the Management Information System (MIS) reports before February 10th of every calendar year to CMTA. Failure to meet the March 1st deadline shall incur a PDC of \$100 per day for each day late.
- 20.1.4 To certify compliance, the Service Provider shall sign a Substance Abuse Certification by October 1st of each year to certify compliance with Federal Transit Administration requirements governing substance abuse.
- 20.1.5 The Service Provider agrees to submit for review and approval before commencement of work a copy of its Policy Statement and Drug and Alcohol Plan developed to implement its drug and alcohol testing program.
- 20.1.6 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.
- 20.1.8 CMTA Quality Assurance staff may audit the Service Provider's Drug and Alcohol Program and any employee records at any time.

21. SERVICE ADMINISTRATION & REPORTING

21.1 Data Collection, Reports and Surveys

- 21.1.1 The Service Provider shall be responsible for accurate and timely collection, update, analysis and completion of service data information in approved software applications or forms at given time intervals. Any data or reporting generated by hand shall be prepared legibly and be typed or developed using an MS Word or Excel (version 2010 or later) format and shall be submitted electronically unless otherwise requested by CMTA.
- 21.1.2 Required minimum reports shall be identified by CMTA and may be altered throughout the term of the Contract to help maintain the reliability of the fleet and the efficiency and quality of the services provided by the Service Provider. As CMTA's requirement for data changes from time to time, the Service Provider shall assist CMTA in implementing revised data collection procedures and methods upon request.
- 21.1.3 Reports and their source documentation (computer files, Vehicle Operator logs, etc.) shall be retained by the Service Provider throughout the term of this Contract and for a period of six (6) years after the end date of this Contract.
- 21.1.4 Service Provider shall monitor trends in performance. As necessary, Service Provider will collect additional data to identify and isolate the root cause of performance issues. Service Provider will demonstrate that trend analysis is being used to continuously improve performance.
- 21.1.5 Daily Reports

The Service Provider shall submit the following daily reports due no later than 11:59 a.m. local prevailing time on the following business day. Failure to submit the daily reports by the time and day due, shall result in a PDC of \$50 per calendar day:

- Previous day's on-time performance percentage and productivity by vehicle type (passengers per service hour).
- Previous day's road calls with details about the complaint, cause, and repair.
- Previous day's passenger-related service disruptions.
- Number of late and missed pullouts from the previous service day.
- Number of late and missed trips from the previous service day.
- Status of unresolved customer complaints that are 3 calendar days old or older.
- An abstract of the Daily Incident Log.
- Links to where these reports are in SharePoint.

21.1.6 Monthly Reports

The Service Provider shall submit the following monthly reports due no later than the tenth (10th) calendar day of the following month. Failure to submit the monthly reports by the time and day due shall result in a PDC 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.
- 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.

- 21.1.7 By the fifth (5th) calendar day of the month, the Service Provider shall submit a written update of current employees, by number and by position (i.e., Vehicle Operators, Mechanics, Dispatchers, Transportation Supervisors, etc.) certified by the General Manager to be qualified to perform work under this Contract. It shall specifically list all new employees, their positions and all terminations, promotions and job transfers. Failure to submit this employee list on time shall result in a PDC of \$100 per day per instance.

21.2 Monthly Invoicing Report

- 21.2.1 Service Provider shall bill CMTA monthly after the end of the prior month. CMTA will provide the Service Provider an invoice template with sections detailing the billing and performance incentives and PDC's. The Service Provider shall have until the

close of the tenth (10th) calendar day of each month to submit the prior month's invoice and all supporting documentation to the Program Manager, Paratransit Contracts or designee. Supporting documentation shall include, at a minimum, a list of all runs for each day of the month invoiced, service hours for each run and a breakdown of missed service. A maximum of one (1) invoice per month will be accepted by CMTA.

21.3 National Transit Database Requirements

- 21.3.1 The Service Provider shall collect data, keep records, and provide reports sufficient to enable CMTA to meet its Federal Transportation Administration NTD reporting requirements. 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 and accurate fashion.
- 21.3.2 Monthly, Service Provider shall 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.
- 21.3.3 The Service Provider's Annual NTD submission includes, but is not limited to, forms A-30, F-30, R-20, R30, and S-10 (including 3rd party independent audit). As the FTA may alter NTD forms from year to year, the Service Provider is responsible for using the most current forms. CMTA will make every effort to notify the Service Provider when they are aware a change has been made.
- 21.3.4 The Service Provider shall 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 shall comply with federally mandated audit procedures (current details available on the NTD Program website <http://www.ntdprogram.gov>). See Attachment #34 NTD Audit Review Procedures for more detailed information.
- 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 shall 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 shall result in a total PDC of \$500 per calendar day. Reports not received on or before December 15th of each calendar year shall result in a total PDC of \$2,000 per calendar day. CMTA may, at its discretion, waive PDCs for extenuating circumstances.

21.4 Public Information Requests

- 21.4.1 CMTA has a right of access to certain information created, collected, assembled or maintained under the terms of this Contract.
- 21.4.2 The Service Provider shall be required to provide such information, including but not limited to, video recording and other media and information to CMTA in accordance with the Texas Public Information Act (the "Act"), Texas Government Code, Chapter 552, by the required deadline.
- 21.4.3 The Service Provider shall notify CMTA 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 Texas Public Information Act.
- 21.4.4 Failure to provide the information releasable under the Act by the due date will result in a \$250.00 PDC for each day beyond the due date.

21.5 Marketing and Media Relations

- 21.5.1 CMTA will furnish all schedules, maps, and other printed materials required for marketing the service.
- 21.5.2 Service Provider shall distribute CMTA passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, public education programs and projects undertaken by CMTA from time to time.
- 21.5.3 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 shall be approved in advance by CMTA.
- 21.5.4 CMTA shall be the exclusive public media spokesperson regarding transportation service. Under no circumstances shall Service Provider or its employees be permitted to distribute any confidential printed or written materials pertaining to CMTA without permission from CMTA. Service Provider is required to notify and consult with CMTA prior to making public statements or conducting media interviews in an official capacity. See Attachment #35 Media Relations Policy.

22. **TECHNOLOGY**

22.1 Technology Responsibilities

- 22.1.1 CMTA relies on technology throughout the service area 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 Provider shall participate in any future technology testing that may be required by CMTA.

- 22.1.2 The Service Provider shall comply with CMTA direction on all procedures for transferring, entering and managing data required to operate the service.
- 22.1.3 The Service Provider is required to submit an IT Systems Failure Plan. This plan shall address all major technology systems in use under this Contract and (1) how to reach support services (including escalation paths), (2) procedures for system recovery, (3) interim work arounds to ensure business continuity, (4) post-issue return to business procedures, and (5) post-mortem issue analysis/lessons learned, as applicable.
- 22.1.4 The Service Provider shall not install hardware, software, cabling, servers, routers or other technology elements at CMTA facilities or in data proximity to CMTA networks, including internet-accessed networks, without the prior consent of CMTA. Planned upgrades or changes to such shall be communicated in advance and in writing to CMTA, enabling risk assessment, testing, and conflict resolution to be performed where necessary. The Service Provider grants CMTA the right to access, modify, move or remove any such hardware, software, cabling, servers, routers or other technology elements installed by the Service Provider as necessary or required to perform CMTA's obligations under this Contract or any applicable CMTA IT Security policies or procedures or any scheduled or emergency maintenance on the network and facilities.
- 22.1.5 Should the Service Provider desire any additional technology (not explicitly described in this Contract as being provided by CMTA), that technology shall be acquired, implemented, maintained, and decommissioned, as applicable, at the Service Provider's expense unless by written pre-arrangement with CMTA.
- 22.1.6 The Service Provider shall submit a Change Management Plan for Technology Systems that shall outline requirements of: documentation of change including steps for implementation and recovery in event of issues, change validation, review and sign off by CMTA and Service Provider (as applicable), lead time requirements/scheduling, stakeholder communication, post-change quality assurance steps, and lessons learned write ups.
- 22.1.7 A date stamped Change Management Log (Attachment #36) shall be kept to document major and moderate hardware and software changes and upgrades and shall be made available to CMTA upon request.
- 22.1.8 Software distributed by CMTA and the CMTA Control Center under this Contract shall be for the exclusive use of this Contract. The Service Provider shall protect the software from unlawful copying, duplication, and theft.
- 22.1.9 CMTA shall require any or all Service Provider staff with access to CMTA networks, equipment, and software take part in mandatory CMTA End User Security Awareness Training on an annual basis. Additionally, each Service Provider employee working on CMTA networks, equipment and/or software shall be required to agree in writing to abide by all applicable CMTA Security policies and procedures prior to being allowed to access (either on-site or remotely) CMTA facilities, networks, equipment or software.
- 22.1.10 The Service Provider shall notify CMTA of separated employees and file a CMTA IT access termination request form within 24 hours of that employee's separation. Failure to do so shall result in a \$100 PDC per calendar day.
- 22.1.11 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.
- 22.1.12 The Service Provider shall ensure the reliable transmission of real-time trip information into the CMTA operations and scheduling software system. The Service Provider shall also provide and make use of existing 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 operations and scheduling software system. This job function may not require full-time on-site staff.

22.2 Basic Office Services and Computer Systems

- 22.2.1 CMTA shall provide the computer hardware, internet connectivity, and one (1) printer to facilitate daily use of CMTA-provided Asset Management systems. These products and services shall be for the exclusive use of the maintenance shop and may not be relocated elsewhere in this or another facility without approval by CMTA.
- 22.2.2 The Service Provider shall be responsible for providing their employees with any desktop, laptop, or tablet computers (and associated peripherals) necessary to operate daily business. Antivirus, desktop virtualization software, and other core operating products are to be kept up to date.
- 22.2.3 Should the Service Provider decide to conduct state safety inspections with its personnel, the Service Provider is responsible for computer hardware and software necessary to support the Texas Two Step/One Sticker inspection/registration process.
- 22.2.4 The Service Provider shall be responsible for providing their employees with individual user email accounts for daily use.

- 22.2.5 The Service Provider shall create (at a minimum) one (1) email distribution list for its window dispatch team and one (1) for their leadership team that can be accessed from outside the Service Provider's network through an email address. This will allow CMTA to add the Service Provider to its internal contact lists. The membership of these email distribution lists shall be kept current by the Service Provider.
- 22.2.6 The Service Provider shall be responsible for providing their employees with any online or local access to office productivity products required to operate daily business. This includes, but may not be limited to, products in the Microsoft Office suite (e.g. Microsoft Word, Excel, etc.), financial systems, human resources systems, and any other corporate-use software outside of CMTA's network.
- 22.2.7 The Service Provider shall be responsible for providing its employees with any printers, copiers, fax, scanning, or other related business or finishing services necessary to operate daily business. If contacting a CMTA customer requires use of an alternate format or method, such as Braille or a non-English language, the Service Provider may contact MetroAccess for assistance.
- 22.2.8 The Service Provider shall be responsible for providing its employees with a telephone system sufficient to operate daily business. All telephone lines used for communication with customers for customer call report resolution and accident/incident follow up shall be recorded and retained for a period not less than 45 days from the date of the call. Resulting audio recordings shall be provided to CMTA upon request. The Service Provider shall provide a direct-dial telephone number by which their dispatch team can be reached. CMTA may, at its discretion, provide the Service Provider with access to a remote access telephone system to facilitate skillset handling of customer calls by its dispatch team. If the Service Provider opts for a digital telephone system, it shall also provide one analog telephone line in its dispatch area for use in emergencies (this line does not need to be recorded).
- 22.2.9 Service Providers shall be required to provide their own internet services. Service Providers are responsible for providing their own facility Wi-Fi service or mobile hot spots, except where specifically indicated by CMTA. The Service Provider shall seek permission from CMTA prior to installing such equipment at the facility to ensure there are no conflicts with existing CMTA systems. CMTA does not intend that VPN access to its networks be granted to the Service Provider under this Contract.

22.3 Operations Technology

- 22.3.1 CMTA makes use of a desktop virtualization product to provide remote access to most of its operations software. Service Providers shall be required to install (and keep current) this virtualization software on all computers requiring remote access to CMTA software. Outdated installations are the cause of most connectivity issues. When logging into a desktop virtualization product from a non-CMTA facility, users shall be prompted to perform a secondary authentication of their identity. Service Provider employees shall provide a telephone number (e.g. a unique landline telephone number OR a cell phone not provided by CMTA) which may be enrolled to facilitate this authentication. Under special circumstances, CMTA may be able to provide an authentication token instead. If a token is issued to the Service Provider and later lost, the full cost of that token shall be payable to CMTA. Tokens are to be returned to CMTA at the end of the Contract period.
- 22.3.2 The Service Provider is required to use CMTA-provided scheduling software (currently Trapeze) to perform trip edit functions to reconcile manifest data with actual data, 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. The Service Provider shall be responsible for providing vehicle/MDD identification details to CMTA as units enter or leave the fleet, allowing CMTA IT to perform system updates as needed. The Service provider shall be responsible for entering and maintaining basic employee profiles in the scheduling software enabling Vehicle Operators to be assigned to runs.
- 22.3.3 The Service Provider is required to provide and maintain a working Android (or compatible) tablet for each revenue vehicle providing service under this Contract, meeting minimum technical specifications indicated by the scheduling software provider (currently Trapeze) and CMTA. One additional tablet shall be provided to CMTA for training purposes. Tablets shall become the Mobile Data Device (MDD) by which a Vehicle Operator receives their manifest of work. Spare revenue and any non-revenue tablets in sufficient quantity to meet the needs of daily business shall be obtained at the Service Provider's discretion. **Each tablet placed into service must be in good repair, able to access internet services and necessary operations software, and be able to carry an electrical charge for the entirety of the shift (using at-base and/or in-vehicle charging methods as necessary). As with all tools and technology, a minimal period of hardware outage or downtime is to be expected; the Service Provider will have a plan to hot-swap tablets in the field or make other accommodation allowing the vehicle to complete its day's revenue service with as little disruption as possible. Patterns of outage or issue with one or more tablets must be addressed by the Service Provider in a timely manner to avoid a missed service penalty.** CMTA shall provide access to its gateway software (e.g. Trapeze PassMon). The Service Provider shall provide server hardware to be housed on CMTA property to house the Service Provider's MDD software of choice. Such software shall successfully integrate with CMTA's interfacing product (e.g. Trapeze PASSMon). Examples of integrated software include, but are not limited to, Trapeze DriverMate and Trapeze Mobility). Licensing for MDD software is the responsibility of the Service Provider. Service Providers shall be granted remote access to troubleshoot/restart MDD server hardware as needed and shall be the point of contact for issues and outages with MDD systems under this Contract. As the Service Provider's MDD server shall be housed on CMTA's network, CMTA IT shall manage advanced malware protection, antivirus, Microsoft patching, and other regular maintenance activities. Patching or upgrade of MDD-specific software should be performed with notice and in partnership between CMTA IT and the Service Provider's IT.

22.3.4 CMTA shall provide onboard DVR surveillance video/audio equipment that continuously records while the vehicle is in service and retains up to forty (40) hours of recordings before overwriting. This equipment shall be maintained by the Service Provider. Service Provider shall provide and maintain an additional inertia-based camera system with interior of vehicle and through front windshield views. Service Provider SMS Plan shall define how data from this system will be used to improve safety performance. Upon request, all video recordings shall be made available to CMTA in a timely manner. Video requests may include, but are not limited to, footage of accidents/incidents, customer complaint investigation, eligibility purposes, Public Information Requests, Security/police requests. All video recordings and any other files not requested by CMTA, but retained for use by the Service Provider, shall be stored by the Service Provider outside of CMTA's network.

22.3.5 In addition to paper tickets and monthly passes, CMTA currently permits its customers to purchase fare media through its Mobile Ticketing app. At present, validation of Mobile Ticketing fares aboard MetroAccess is a visual process. CMTA reserves the right to implement electronic validation or other fare box technology at any time during the term of this Contract, to include provisions for cash handling.

22.3.6 Radio Network

- All radio equipment provided under this Contract shall remain the property of CMTA and returned to CMTA at the end of the Contract term in working condition.
- CMTA shall provide voice communication equipment for each revenue vehicle and each Supervisor vehicle.
- CMTA shall provide thirteen (13) handheld voice communication devices for use by operations staff.
- CMTA shall provide one (1) spare handheld and four (4) spare vehicle radios.
- CMTA shall provide the Service Provider's dispatch with a portal to on-base communications (this may be via hardware, such as with a console, or through a digital method).
- The Service Provider shall 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.
- Service Provider assumes the responsibility of all maintenance costs of the radio system. General or routine radio maintenance is performed by the Service Provider. Radio components (RF Decks, Control heads, Decoders, Portable Radios, etc.) are repaired by the Lower Colorado River Authority (LCRA) at a rate per hour for labor plus the cost of parts.
- LCRA shall perform all installs, uninstalls, repairs, etc. at the Service Provider's expense. All charges invoiced directly to CMTA shall be reimbursed by Service Provider via monthly invoice.
- Replacement batteries, clips, microphones, receivers and other radio equipment required or desired for use under this Contract shall be procured through LCRA.
- Service Provider shall replace any equipment lost, stolen or damaged beyond repair at the market price. Service Provider shall only use OEM parts.
- CMTA shall deduct total radio maintenance cost incurred from the monthly invoice. The current hourly base labor rate is \$92.50, but this rate is subject to change in the future if LCRA changes the rate.
- CMTA shall provide air time for the voice communication system.

22.4 Administrative Technology

22.4.1 CMTA makes use of the document storage and team collaboration tools found in Microsoft SharePoint. The Service Provider shall be granted access to CMTA's Operations Extranet (shared by all providers) as well as assigned a site of its own, administered by CMTA staff. This site shall be used ONLY to store content to be shared between CMTA and the Service Provider. Additional features at present include: access to policy and procedure documents, contact lists, service impact information, active site evaluations, and more. CMTA shall provide a login for each worker who needs access.

22.4.2 CMTA's Customer Service Department is the central receiving point of all customer feedback. This feedback in the form of a "Customer Call Report" (CCR) is assigned to a team to ensure the customer receives a response and any concerns or recommendations are addressed. CMTA shall provide access to Service One software for this purpose.

22.4.3 The Service Provider shall provide a dispatch monitoring application that shall show real-time (daily, hourly, and minimum of 2-minute increment for live reports, such as vehicles on a map) and historical metrics such as On-Time Performance by run by hour, productivity, vehicle location, slack/idle monitor, etc. The Service Provider shall ensure CMTA has full access to this application, to include the ability to run reports and set parameters. CMTA shall provide access to Trapeze Reports canned reports. CMTA shall share what custom reporting it already has on hand, but it is ultimately the responsibility of the Service Provider to obtain timely and accurate reporting data that may exceed what is commonly available and needed to fulfill its regular reporting requirements and any special trending analytics.

22.4.4 Service Providers assigned to a CMTA facility or operating CMTA-provided vehicles shall be granted access to CMTA's Asset Management software (Currently Spear 4i). See Also: section on Computer Systems (Vehicle and Building Maintenance).

22.4.5 CMTA makes use an emergency notification system (currently Everbridge) to send voice, email, or text messages to CMTA employees and Service Providers about such events as building evacuations, active shooter events, etc., occurring at CMTA facilities. CMTA requires that all core operations staff (leadership, Transportation Supervisors, Dispatchers) enroll in this

system. All other on-site staff and Vehicle Operators may opt into the notification system as desired; however, Vehicle Operators on duty should receive their primary notifications through Dispatch.

22.5 Support Services

- 22.5.1 Service Now is CMTA's IT Help Desk Application. All Service Providers will be granted access and be allowed to file a trouble or request ticket for every issue or outage concerning CMTA-provided technology (<https://capmetro.service-now.com/>). For priority issues, please call 512-389-7570. The IT Help Desk is staffed Monday – Friday, 8 a.m. – 5 p.m. local prevailing time. After-hours assistance is available only for emergencies and requires a telephone call. See Attachment #37 CMTA IT Incident Response Process for more information, including service level expectations based on degree of urgency. Note that MDD servers, while they may be housed at a CMTA facility, are the property and responsibility of the Service provider's IT group. Service Provider will have remote access to reboot and manage these servers and is the first point of contact for issues and outages. The Service Provider shall perform front-line troubleshooting before determining if CMTA's IT group needs to get involved.
- 22.5.2 CMTA Software Access Requests: For assistance adding or removing rights for a new/ or separated employee, please contact the MetroAccess technology liaison for assistance.
- 22.5.3 The Service Provider shall make available contact information for 24 hours/7 days per week support of technology products they provide. Support contacts shall include an escalation path. The Service Provider shall assign a project point of contact whenever undertaking a technology implementation or upgrade project with CMTA.
- 22.5.4 CMTA shall provide real-time data backup and storage of passenger and operations data native to Trapeze scheduling software which is necessary to provide service. The Service Provider is required to back up its own system's company data.
- 22.5.5 For Service Providers assigned to a CMTA facility, designated personnel shall be granted access to IT server room(s) to facilitate installation, maintenance, or other activities approved for the space by CMTA. If a technician arrives unexpectedly on site requesting access to CMTA server space, the Service Provider is instructed to contact the IT Help Desk to verify the technician's identity/gain permission to grant access.
- 22.5.6 CMTA facilities are outfitted, at a minimum, with security cameras, closed network Wi-Fi to support them, and access control systems. This equipment shall be provided and maintained by CMTA.

23. **VEHICLES**

- 23.1 The Service Provider must not use or permit the use of CMTA vehicles in a negligent or improper manner or in violation of any law, or to void any insurance covering the vehicles, or permit the vehicles to become subject to any lien, charge or encumbrance. The Service Provider shall defend and hold CMTA harmless from all fines, forfeitures or penalties for traffic or parking violations or for the violation of any other statute, law, ordinance, rule or regulation of any duly constituted public authority.
- 23.2 The Service Provider shall bear all risks of damage or loss of the vehicles, or any portions of the vehicles, not covered by insurance. All replacements, repairs or substitutions of parts or equipment shall be at the cost and expense of the Service Provider and shall be accessions to the vehicles. The Service Provider, always and at the Service Provider's expense, shall keep the vehicles in good working order, condition, and repair, with allowable wear and tear excepted. The Service Provider shall cause its employees and agents to take all reasonable steps to safeguard the vehicles and to cooperate with CMTA in effecting recovery from any person or persons liable for loss or damage to any Vehicle.
- 23.3 Vehicle Composition:
 - 23.3.1 CMTA shall provide a vehicle mix of lift-equipped cutaway paratransit vans and smaller accessible vehicles to be operated by the Service Provider. Cutaways are kept for seven (7) years (~~+/- 2 years~~), and the smaller accessible units for five (5) years (~~+/- 2 years~~). The exact window for replacement is one year. For example, a cutaway van will be replaced when it is between 7 years and 1 day old and 7 years and 364 days old. A detailed list of the current fleet is in Attachment #38-Revised-1, Fleet Inventory.
 - 23.3.2 CMTA reserves the right to change the composition of the fleet at any time.
 - 23.3.3 The Service Provider shall be required to procure all support vehicles as outlined in the "Non-revenue Vehicle Requirements" section below.
- 23.4 Vehicle Branding
 - 23.4.1 Non-revenue vehicles provided by the Service Provider must be decaled with CMTA approved MetroAccess branding as appropriate. See Attachment #39 CMTA MetroAccess Branding
 - 23.4.2 A logo identifying the Service Provider is allowed on non-revenue vehicles, but the design must be approved in advance by CMTA.

23.4.3 The Service Provider shall be responsible for displaying and making available CMTA provided public information materials. The Service Provider may also be responsible for ensuring at least one CMTA provided Braille document is on board the vehicles when directed by CMTA.

23.5 Non-revenue Vehicle (NRV) Requirements

23.5.1 Vehicles used in service by Transportation Supervisors shall be procured by the Service Provider. The vehicles must be wheelchair accessible and must be equipped to safely transport at least two (2) passengers but no more than six (6) 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, a biohazard cleanup and first aid kit, and all necessary safety equipment (fire extinguisher, triangles, etc.).

23.5.2 All non-revenue vehicles (NRVs) provided under this Contract shall have a white exterior unless a change is approved by CMTA to ensure uniformity of appearance. The vehicle shall be new, within one model year when placed in service, and must not remain in service after seven (7) years from date of in servicing,

23.5.3 Service Provider shall be responsible for all maintenance and repair of non-revenue vehicles.

23.5.4 Vehicles shall be decalated at the cost of the Service Provider with CMTA approved branding as outlined in the CMTA policies and procedures and defined in Attachment #39 CMTA MetroAccess Branding. Branding of the Service Provider's vehicles must receive final approval from the CMTA Marketing Department.

23.5.5 Transportation Supervisor vehicles must not be used for regular revenue service, but may be used for extraordinary service to transport passengers.

23.5.6 Service Provider must supply all NRV's for street supervision, Vehicle Operator relief, maintenance service calls, and other use by Service Provider's staff.

23.5.7 CMTA does not intend to assume ownership of the NRV's procured by the Service Provider at the end of the Contract. Upon termination of the Contract, the Service Provider must remove all CMTA related branding and numbering at the Service Provider's expense.

23.6 Revenue Vehicles

23.6.1 MetroAccess branded revenue vehicles shall only be used for the transportation of CMTA customers, unless specifically directed to do so otherwise by CMTA.

23.6.2 The Service Provider shall be provided paratransit revenue vehicles. An adequate number of vehicles shall be made available to the Service Provider to assure a twenty percent (20%) spare ratio (+/- two percent). The Service Provider shall use the vehicles supplied by CMTA as required under this Contract and consistent with the terms of the terms and conditions outlined in this Contract.

23.6.3 CMTA may demand redelivery of all CMTA vehicles, or any number thereof, at any time prior to the expiration of this Contract by giving ten (10) days' written notice to the Service Provider of CMTA's intention to resume possession of the vehicles.

23.6.4 The Service Provider shall bear all risks of damage or loss of the vehicles, or any portions of the vehicles, not covered by insurance. All replacements, repairs or substitutions of parts or equipment shall be at the cost and expense of the Service Provider and shall be accessions to the vehicles. The Service Provider, at the Service Provider's expense, shall keep the vehicles in good working order, condition, and repair, with allowable wear and tear excepted. The Service Provider shall cause its employees and agents to take all reasonable steps to safeguard the vehicles and to cooperate with CMTA in effecting recovery from any person or persons liable for loss or damage to any Vehicle.

23.6.5 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.

23.6.6 Service Providers are required to ensure vehicle AM/FM radios are disabled on all revenue vehicles used for MetroAccess revenue service.

23.7 Delivery of CMTA Vehicles to Service Provider

23.7.1 The Service Provider acknowledges that the vehicles are provided to the Service Provider on an "as is" basis and that CMTA makes no warranties regarding the vehicles, including without limitation the body, engine, transmission, drive train, other mechanical parts, electrical systems, any accessories and all options on the vehicles.

23.7.2 Service Provider shall receive each CMTA vehicle after the vehicle has been thoroughly inspected by both CMTA and the Service Provider jointly. These joint inspections shall occur no more than 60 days prior to the date of vehicle delivery. The Service Provider shall be required to sign-off on inspection documentation for each vehicle. The Service Provider

is responsible for taking an initial photo inventory of the vehicles by supplying digital photographs for each vehicle inspected. CMTA reserves the right to engage a third party to assist in the vehicle transition at the expense of CMTA.

23.7.3 Revenue vehicles provided will meet the following criteria:

- Shall have no body damage
- Not be out of service
- Not be late for any scheduled maintenance activity
- Have at least 500 miles from being due for a preventative maintenance inspection (PMI)
- Be fully fueled after its most recent operation in service
- Vehicles shall be in "like-new" condition minus allowable wear and tear as described in Attachment #40 Definition of Like-New Minus Allowable Wear and Tear.

23.7.4 Any vehicle delivered that does not meet the above criteria as shown on the joint inspection report shall be repaired by the Service Provider at CMTA expense during the next scheduled PMI, not to exceed 120 days after delivery. CMTA shall reimburse actual parts cost and labor rates as provided in Exhibit A, and actual cost of repairs performed by CMTA approved vendors as needed. After the 120-day period, all vehicles shall be deemed accepted by the Service Provider as delivered.

23.7.5 New Vehicles and Equipment. The Service Provider shall be responsible for receiving new vehicles, transferring in-lifecycle equipment including but not limited to onboard fare collection equipment, CAD/AVL and radio equipment to the new vehicle from the old vehicle, performing an in-service PM prior to putting the vehicle into revenue service. The vehicles must be made ready within two (2) weeks of delivery, and at a rate of five (5) per week, minimum if available.

23.8 Return Delivery of CMTA Vehicles to CMTA

23.8.1 On expiration of the term or the earlier termination of this Contract or as specified in the Contract, the Service Provider shall deliver the vehicles to CMTA by releasing the vehicles to CMTA or CMTA's agent or by transporting or shipping the vehicles as CMTA may direct.

23.8.2 Service Provider shall return each CMTA vehicle after the vehicle has been thoroughly inspected by both CMTA and the Service Provider jointly. These joint inspections shall occur no more than sixty (60) days prior to the date of vehicle return. The Service Provider shall be required to sign-off on inspection documentation for each vehicle. The Service Provider is responsible for taking a final photo inventory of the vehicles by supplying digital photographs for each vehicle inspected. CMTA reserves the right to engage a third party to assist in the vehicle inspection at the expense of CMTA.

23.8.3 Service provider has until the scheduled date of return to repair any defects identified during the inspection. All repairs intended for each vehicle must be made concurrently. Service Provider shall immediately notify CMTA when the repairs are performed and the vehicle is ready for validation. CMTA shall validate that the repair has been completed. Each vehicle may be presented to CMTA for validation of completed repairs once. No more than five (5) vehicles may be presented for validation on any given calendar day.

23.8.4 The criteria for return of the vehicle:

- Shall have no body damage define in Master
- Not be out of service
- Not be late for any scheduled maintenance activity
- Have at least 500 miles from being due for a PMI
- Be fully fueled after its most recent operation in service
- Vehicles shall be in "like-new" condition minus allowable wear and tear as described in Attachment #40 Definition of Like-New Minus Allowable Wear and Tear

23.8.5 Any vehicle returned that does not meet the above criteria shall be repaired by CMTA at the Service Provider's expense. The Service Provider shall be responsible for actual costs incurred by CMTA to make such repairs.

23.8.6 Retired/Replaced Buses. The Service Provider shall be responsible for retiring vehicles at end of vehicle life. This includes removing and returning to CMTA inventory, equipment from the vehicles which has not reached the end of equipment life, including but not limited to Radio, Camera System, CAD/AVL, APC, OBV, Farebox, Bike Rack, S-1 Gard, Literature Rack, Message Board, Passenger Wi-Fi, Cellular Router, and Event Data Recorder. This retirement responsibility also includes removing CMTA logos from interior and exterior of bus, completing a disposal assessment form, and transporting the vehicle to the designated off-site disposal parking area. See Attachment #41 – Procedure for Retiring a Vehicle Asset. Retiring buses must have tires with minimum legal tread depth only.

24. **VEHICLE MAINTENANCE**

24.1 Service Provider shall be responsible for all maintenance and repair of all vehicles (revenue and non-revenue), to insure they are kept in a safe, reliable and clean condition. Maintenance shall be performed to original equipment manufacturer (OEM)

standards and CMTA's written instructions or specifications. Vehicle maintenance shall be performed in a timely manner. The Service Provider shall maintain records for all work performed. CMTA shall closely oversee the maintenance activities.

24.2 Maintenance Program

24.2.1 The CMTA Maintenance Program shall include, but is not limited to routine requirements for:

- Preventive Maintenance Inspections
- Preventive (Repetitive) Maintenance
- Body Inspections
- Fire suppression system inspection
- Texas State inspection and registration renewal
- Wheelchair ramp / lift inspection
- HVAC inspection
- Electronics systems inspection

24.2.2 The CMTA Preventative Maintenance Program, Attachment #42 for CMTA vehicles shall not be compromised or reduced, as it is essential for the continued service life of the vehicles. It is to be considered as a minimum amount of effort required for fleet vehicles at their present age and mileage.

24.2.3 The Service Provider shall submit a Vehicle Maintenance Plan that describes how the Service Provider shall meet CMTA's Maintenance Program. This plan shall include detailed descriptions the Service Provider shall undertake to meet the Vehicle Maintenance Program, including but not limited to:

- Preventive maintenance
- Corrective repairs
- Body repairs
- Engine and transmission rebuilding
- Vehicle cleanliness
- Fuel ordering, receiving, dispensing, and reconciliation. See Attachment #43 – Fueling Procedures
- Tire maintenance
- In processing / Out processing of vehicles
- Warranty administration
- Quality Assurance / Quality Control plan
- Data Analysis
- Maintenance training
- Shop safety and cleanliness
- Parts inventory management

24.2.4 The Service Provider shall perform all maintenance in a timely fashion. Service Provider shall maintain buses so that no repair requires the bus to be out of service for more than thirty (30) days, unless Service Provider gets prior approval from CMTA. A PDC of \$250 for each day the Service Provider fails to return a bus to service after exceeding thirty (30) days out of service.

24.2.5 Service Provider shall perform all or part of the work using Service Provider's personnel, or may utilize subcontractor(s) to perform all or part of the work. In all cases, the Service Provider is responsible for assuring that the work is performed by qualified personnel and to CMTA standards. Service Provider shall document all fueling activity and supply timely reports that properly represent all fuel dispensed.

24.2.6 Failure by Service Provider to maintain CMTA furnished vehicles as defined by the manufacturer's technical manual and CMTA written instructions may result in the vehicles being repaired by a CMTA-selected third party at Service Provider's expense. Such action does not relieve Service Provider's obligation to provide service under the terms of the Contract.

24.2.7 Vehicle registration and license plate renewals are the sole responsibility of the Service Provider. This includes timely completion of the state inspection, the application for the registration and license plate renewal, retrieval of registration stickers and license plates from the Tax Office, and installation of stickers and license plates. Costs associated with such renewals shall be borne by Service Provider.

24.2.8 The Service Provider shall perform campaigns as needed to satisfy OEM vendor bulletins, recalls, vehicle upgrades, and to satisfy the recommendations of the Service Provider's own predictive maintenance.

24.2.9 Service Provider shall keep their work areas on the maintenance floor in clean, dirt and grease free manner. After each repair, the Mechanic must ensure the general work area they have been occupying including the floor and work tables are clean of debris, oil, grease, shop supplies and tools. The service island floor and work areas should also be clean and be without any debris, oil, grease, shop supplies and tools after each major fueling event. Failure to adhere to this policy shall result in a PDC of \$200.00 per identified incident.

24.2.10 Where a manufacturer identifies maintenance intervals specific for "severe service", that "severe service" is to be used.

- 24.2.11 Maintenance shall be performed to original equipment manufacturer (OEM) standards ~~or~~ **and** CMTA's written instructions or specifications. Vehicles shall be maintained in original condition as delivered from the OEM. OEM or better replacement parts shall be used. Any non-OEM part shall require prior approval from CMTA before being used. Any change away from OEM configuration shall require prior approval from CMTA before being implemented.
- 24.2.12 No Cannibalization of out of service or retired vehicles for parts is permitted. No vehicle shall be repaired using parts taken from another vehicle.
- 24.2.13 All vehicles provided are equipped with security camera systems. The Service Provider is responsible for routine inspection and maintenance of the equipment. Service Provider must maintain spare hard drives to allow for the download of footage without an interruption of recording. Vehicles are not permitted in service without a hard drive inserted and operational into the system.
- 24.2.14 The Service Provider is responsible for maintaining all mobile technology installed on the vehicle.
- 24.2.15 The Service Provider shall pay for and maintain all software and licenses necessary to properly diagnose and maintain vehicles.
- 24.2.16 Service Provider shall supply and maintain all tires. Replacement tires are to be OEM quality or a grade better and must be provided by the Service Provider. Recaps are not permitted. Upon redelivery of the vehicle to CMTA for any reason, tires meeting the tread depth requirement will remain on the vehicle and become the property of CMTA.
- 24.2.17 Service Provider shall not put into peril any warranties that may exist on a particular vehicle/component from the OEM or after-market supplier. If warranty is lost due to negligence, Service Provider shall be required to purchase the remainder of the warranty from the OEM. The Service Provider shall be responsible for all warranty administration and shall have a system for aggressively identifying warranty claims, recording claims, and enforcing claims against the manufacturers. Monies and credits received by the Service Provider shall be the property of the Service Provider. Work performed by Service Provider or sub-contractors shall have the same warranty as provided by manufacturers or certified rebuilders.
- 24.2.18 When available, health monitoring systems in vehicles (or for any component on the vehicle) shall be actively monitored by the Service Provider to ensure a proactive approach to vehicle maintenance.
- 24.3 Preventive Maintenance Inspections (PMI) and Preventive Maintenance Repetitives (PMR)
- 24.3.1 The PMI and PMR form the backbone of CMTA's Maintenance Program. The scope of the preventative maintenance program for CMTA vehicles is extensive and thorough. It shall not be compromised or reduced, as it is essential for the continued service life of the vehicles. It is to be considered as a minimum amount of effort required for vehicles at their present age and mileage. No modifications to the PMI or PMR are to be made without written approval from CMTA.
- 24.3.2 The Service Provider is also responsible for knowing, understanding and following the OEM's maintenance requirements with consideration to the duty cycle that the vehicle is operated on. This applies to both new and existing vehicles in the Service Provider's fleet.
- 24.3.3 The Service Provider shall maintain accurate records and proof of inspection and repetitive tasks performed, including inspection measurements taken, defects found and the corrective repairs performed.
- 24.3.4 All repairs required from the PMI 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 shall 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.
- 24.3.5 Each time a revenue vehicle enters a shop for a PMI, the engine, transmission, radiator and condensers must be thoroughly cleaned of accumulated dirt and debris
- 24.3.6 As fluid samples of engine and transmission oil are taken and sent out for standard oil analysis, copies of the reports shall be made available to CMTA.
- 24.3.7 Revenue vehicles shall not be placed in revenue service if they are past due for a PM Inspection. Any vehicle that is placed into service while past due for a PMI/PMR shall be subject to a PDC of \$1000 per vehicle per day.
- 24.3.8 CMTA shall provide onsite fueling capability for the fleet. CMTA shall provide for a fuel supplier and pay for fuel delivered for revenue and non-revenue vehicles. CMTA shall not provide fuel for non-revenue vehicles designated for private use by staff. Service Provider is responsible for fuel ordering, receiving, dispensing, documenting and reconciling as outlined in Attachment #43 CMTA Fueling Procedures.

- 24.3.9 Service Provider shall be responsible for providing all non-fuel fluids and lubricants, including any fluids necessary to support the emission reduction systems (e.g. DEF fluid). Only CMTA approved fluids, coolant, oils and lubricants are to be used.

24.4 Road Calls

- 24.4.1 CMTA measures Miles Between Road Calls (MBRC) primarily to characterize the customer experience when reporting to the Board of Directors. However, CMTA also considers MBRC to gauge the maintenance shop's impact on our customers through the MBRC metric. The primary metric only considers mechanical failures. Mechanical failures are the basis of reporting and the calculation of incentives and disincentives. However, all other road calls are tracked to identify trends which indicate failures that can be prevented.

- 24.4.2 CMTA's definition of a "road call" is any failure of any component or system on a vehicle causes the vehicle to be unable to complete its scheduled service without repair.

- 24.4.3 A road call exists whether the vehicle is returned to the shop for repair, a Mechanic is sent to the vehicle for repair, or the vehicle is towed back to the shop for repair. Two key items must be in place for an incident to be classified as a road call:

25.4.3.1 Inability for the vehicle to complete its scheduled service

- This means the vehicle must have left the yard. Failures on the yard are not road calls.
- Deadhead is scheduled service. It does not matter if the vehicle was in revenue service or deadheading.
- It does not matter whether revenue time was lost or service was delayed.

25.4.3.2 Repair of the vehicle is necessary

- If the vehicle is not repaired, it is not a road call. Accordingly, if the Mechanic cannot duplicate the failure after reasonable troubleshooting, it is not a road call.
- If a Transportation Supervisor is sent to repair a vehicle, he/she is acting in the role of a Mechanic and it is a road call. If a Supervisor responds to a vehicle to investigate a Vehicle Operator complaint and finds no repair is necessary, it is not a road call.

- 24.4.4 Road calls fall into two categories; mechanical and non-mechanical. The mechanical road calls are included in the miles between road calls (MBRC) metric that is reported by CMTA and considered for incentives and/or disincentives.

25.4.4.1 Mechanical road calls result from failure of components or systems that are a direct reflection of the quality of maintenance being performed on the vehicles. The purpose of isolating mechanical road calls is to identify those failures that are the responsibility of the maintenance department and best reflect their responsibility for the failure. Such systems include (but are not limited to):

- Engine
- Transmission
- Brakes
- Electrical
- Doors/Body
- Steering & Suspension
- Wipers/Accessories
- Wheelchair ramp/lift
- HVAC

24.4.4.2 Non-mechanical road calls result from failure of components or systems that are not a direct reflection of the quality of maintenance being performed in the shop. Such failures include (but are not limited to):

- Radio
- Camera
- Tires
- Accidents
- Vehicle Operator error
- Soiled interior
- Vandalism
- Fare box (if equipped)

- 24.4.5 In all such cases, the inclusion in the non-mechanical category requires that all scheduled maintenance on the system has taken place and the failure is the result of something outside of the control of the shop. For example, a tire that needs repair because it ran over a nail is a non-mechanical road call. However, a tire that loses tread due to poor maintenance is a mechanical road call.

- 24.4.6 A road call shall be reported in an approved format as required to CMTA. The Service Provider shall maintain accurate records of all road calls whether the vehicle is changed-out or repaired upon return. 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.
- 24.4.7 If a vehicle experiences a road call for the same complaint three (3) times in a forty-five (45) day period, the vehicle must be removed from service and held down until a thorough investigation is completed. Prior to returning the vehicle to service, the Service Provider must provide CMTA a written explanation of the failure and associated repairs made. CMTA shall authorize the vehicle to return to service after a review of the submitted documentation.

24.5 Vehicle Change Outs and Out of Service Criteria

- 24.5.1 Service Provider shall ensure that all vehicles while in revenue service have no out-of-service criteria conditions. Should an out of service condition occur while the vehicle is in revenue service, the Service Provider shall arrange for a change out of the vehicle.
- 24.5.2 When an out of service condition occurs, the vehicle shall be changed out within no more than two hours from the time the failure was reported. The time starts when the decision is made or it is established that a change out is required. The Service Provider shall submit Road Call Procedures that shall be used by CMTA to review/approve. Failure to change out the vehicle within two hours shall result in a PDC of \$100 per incident, per hour. If the vehicle must be towed, the assessment will occur after a two-hour period. The two-hour requirement is based on when the decision is made to tow the vehicle. Exceptions are based on the availability of a wrecker (time of call made for wrecker versus arrival to the scene may vary based on the wrecker's response time). A PDC of \$100 shall not be assessed if the vehicle is returned to the shop within two hours, except when it would have been reasonable to have returned the vehicle to the shop within the hour, such as cases when a vehicle experienced a mechanical failure at proximity to the garage and maintenance did not respond (leave garage to address mechanical failure) within a reasonable amount of time.
- 24.5.3 Street repairs made on the road shall be limited to minor mechanical failures that do not require more than five minutes to complete and do not place a technician, Vehicle Operator, passenger or the public in a hazardous environment. When such repairs occur on the street, whether performed by a maintenance technician or Supervisor, a maintenance technician is required to review the repaired system when the vehicle returns to the yard and prior to the vehicle returning to service the next day. This review shall be documented on the work order.
- 24.5.4 No revenue vehicle shall be placed into revenue service with an open road call work order.
- 24.5.5 No revenue vehicle may be placed into service with any Out of Service Condition. Additionally, the following systems must be fully functional:
- Passenger seats and seatbelts
 - Security Camera System
 - Be free of any graffiti and etched window glass
- 24.5.6 The following are examples of conditions that shall cause a vehicle to be taken out of service. The list below is not comprehensive.
- Malfunctioning MDD
 - Inoperable two-way radio
 - Class 3 fluid leak
 - Class 2 or 3 coolant leak
 - Any class of fuel leak
 - Brakes slack, inoperative, weak, slow
 - Exhaust smoke
 - Malfunctioning horn
 - Malfunctioning turn signal or brake lights
 - Malfunctioning high or low beam headlights
 - HVAC not capable of attaining interior temperature to 72 degrees cooling, or 68 degrees heating
 - Malfunctioning door latches or locks
 - Tire low air pressure (5 psi or more low)
 - Tire tread under 4/32" for all 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
- Malfunctioning Defroster
- Malfunctioning doors, entrance, lift, or emergency exit doors
- Body damage
- Biohazard
- Malfunctioning windshield wipers or washer
- Loose outside mirrors
- Malfunctioning wheelchair lift or ramp
- Malfunctioning wheelchair restraints
- Malfunctioning flip seats
- Exhaust, fuel fumes or smoke in vehicle
- Malfunctioning power steering system
- Malfunctioning suspension system
- Graffiti of offensive nature
- Onboard fare collection equipment, if equipped
- Destination sign, if equipped
- Any condition that may directly or indirectly compromise safety

24.6 Vehicle Servicing and Cleanliness

- 24.6.1 The Service Provider shall ensure that all vehicles are serviced daily. The vehicles shall be fueled, fluid levels checked, tires inspected, and the interior cleaned. The exteriors shall be cleaned less frequently, depending upon water conservation efforts.
- 24.6.2 All vehicles that have been used in service must be fueled prior to being placed into service the next day.
- 24.6.3 The Service Provider shall check the following fluid levels and bring to correct levels as needed: engine oil, transmission fluid, coolant, Diesel Exhaust Fluid, and windshield washer fluid. Any vehicle that uses more than the following must be checked by Service Provider and repaired as needed; and must be recorded on a work order, by vehicle:
- Engine oil - 1 quart per 100 miles
 - Transmission oil - 1 quart per day
 - Coolant - 1 quart per day
- 24.6.4 The tires will be visually inspected for damage, indication of low air, and missing or damaged lugs.
- 24.6.5 Vehicle interiors shall be cleaned daily. This includes removing trash, sweeping and mopping the floor, and cleaning the windows, windshield, stanchions, grab handles, steering wheel, dashboard, door handles and the forward bulkhead. The passenger and driver seats shall be inspected and cleaned of spills and stains. Graffiti shall be removed before the vehicle is returned to service.
- 24.6.6 The vehicle exteriors shall be washed a minimum of once per week, after precipitation, or other events which cause the vehicle(s) to look dirty, or as directed by CMTA. Vehicle rims shall be hand scrubbed when the exterior of the vehicle is washed.
- 24.6.7 Every thirty (30) days, all interior surfaces shall be thoroughly cleaned with disinfectant.
- 24.6.8 Every forty-five (45) days, all vehicles shall be detail cleaned in accordance with the instructions provided in Attachment #44 - Vehicle Detailing.
- 24.6.9 Every ninety (90) days, the vehicles shall be treated for pests, such as fleas, bed bugs, ants, roaches, etc.
- 24.6.10 Every one-hundred twenty (120) days, all cloth seats shall be shampooed.
- 24.6.11 Service Provider inspections shall be conducted to ensure that the vehicles are cleaned in accordance with instructions outlined above. A PDC of \$250 shall be assessed for each incident in which the Service Provider fails to clean and service vehicles as required above.

24.7 Vehicle Operator Pre-Trip and Post-Trip Inspections

- 24.7.1 The Service Provider shall have a process that prescribes how the Vehicle Operators will perform and document their Pre-Trip and Post-Trip Inspections and how the issues discovered shall be addressed.
- 24.7.2 The Service Providers shall also ensure that all Vehicle Operator complaints and reported vehicle defects are addressed prior to the next time that the vehicle is dispatched into revenue service. No vehicle is to be placed into service with an out of service condition.

24.7.3 The Pre-Trip and Post-trip inspection shall include a thorough review of the following items to ensure safety, functionality and roadworthiness:

- Directional signals and flashers
- Brake lights and tail lights
- Headlights
- Windshield wipers/washers
- Interior lights
- Exterior and interior mirrors
- Horn
- Service and parking brakes
- Door operation
- Wheelchair lift / ramp
- Fire extinguisher, fire suppressor system
- Climate control systems
- Tires and wheel lugs
- Fluid leaks
- Mobile Data Device (MDD) and radio communications
- Video camera/DVR system
- Body damage including dents, scrapes, broken lenses or windows
- Interior condition including seats
- Lap/shoulder belts and extensions
- Mobility device securement equipment and floor/wall anchors
- Safety cones and Triangles
- Step stool, if applicable

24.8 Service Provider shall be required to utilize CMTA's Asset Management System (Spear 4i System or any system provided by CMTA to replace Spear 4i) to record maintenance activities. CMTA shall provide the software, hardware, printers, cabling etc. to enable full functionality. CMTA shall provide train-the-trainer type training to Service Provider on the use of the system. Service Provider is responsible for ensuring all maintenance employees are using the system appropriately and ensuring data integrity.

24.9 During this Contract CMTA will implement a new Asset Management System used for vehicle and building maintenance. The Service Provider shall cooperate with and actively contribute to the configuration, testing and launch of that system, including but not limited to system debugging, system set up, input of inventory part numbers, creating failure mode lists and training staff/end users.

24.9.1 Items for Inclusion. Service Provider shall be required to enter, at a minimum, the following items into the maintenance software system:

- Work Orders
- Inventory (including cost of each part)
- Parts issued on each work order
- Fuel usage
- Vehicle mileages
- Road calls
- Any vehicle work history or activity pertaining to any CMTA assets
- Labor hours
- Preventable maintenance inspections by time, hours or miles
- Any other type of inspections required by state or federal regulations

24.9.2 A vehicle record file shall be maintained for each vehicle that is operated by the Service Provider for this service using Asset Management software supplied by CMTA. The software is designed to maintain a permanent record of maintenance, to forecast and track preventive and corrective maintenance, and to assist in distributing work requests to appropriate staff. The Service Provider shall utilize the software on a real-time basis to the greatest extent possible.

24.9.3 Maintenance records must contain adequate detail including the reason for the work order, (the complaint), the procedure followed to understand and diagnose the problem (the cause), and the action undertaken to remediate the problem (the cure). Work orders must capture detailed cost of labor and materials as well as a description of work performed, including any work performed by a third party, such as body repair, engine rebuilds, etc. The Asset Management software work order data entry must be completed by the Mechanic or technician that performs the maintenance work.

24.9.4 A maintenance record shall be created for any maintenance activity requiring more than five (5) minutes of labor, or any material consumption.

24.9.5 Any physical maintenance records, such as Preventive Maintenance Inspection forms, shall be kept for the life of the vehicle plus three years. Any records that have not met this retention schedule by the end of the Contract term shall be given to CMTA. Copies of the Pre-Trip and Post-Trip inspection records must be kept for 120 days.

24.9.6 Maintenance Personnel Training. Training and certification of maintenance personnel for all vehicles shall be the responsibility of the Service Provider.

25. MAINTENANCE OVERSIGHT

25.1 CMTA shall have immediate and unrestricted access to all CMTA and Service Provider supplied vehicles and equipment, all current or archived maintenance records for such, and shall have access to all areas of the facility during planned or unannounced visits. This includes total access to any electronic program or system used in support of the Contract

25.2 CMTA may conduct regular audits and inspections of vehicles, equipment, facilities, and any activities performed by the Service Provider. The type of inspection or audit that CMTA may perform include, but are not limited to:

- PMI and follow-up inspections
- Fuel delivery and dispensing
- Road call review
- In-service inspections
- Ready-line inspections
- Work order quality
- Tire pressure/condition
- Existing body damage
- Cleanness inspections,
- Random fleet inspections

Service Provider is required to make vehicles available for such inspections on suitable lifts or inspection pits. Examples of current Vehicle Maintenance Quality Assurance audit forms can be found in Attachment #45, Vehicle Maintenance Quality Assurance Forms.

25.3 CMTA may schedule Monthly Joint Vehicle Inspections with Service Provider's Maintenance Manager or their designee. 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. All defects shall be corrected within seven (7) days of the joint inspection. 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. If repairs were not completed, CMTA may assess a PDC in the amount of \$100 per day, per vehicle, until all repairs are made and verified by the CMTA inspector.

25.4 CMTA shall have, at its sole discretion, the authority to remove from service, any vehicle that poses a safety, reliability, or appearance issue. Such action does not relieve Service Provider's obligation to provide service under the terms of the Contract. For any item that is found that causes the vehicle to be taken out of service, the vehicle is to remain out of service until the repairs are completed. The Service Provider must notify CMTA when repairs are complete and CMTA may require a re-inspection of the vehicle prior to allowing the vehicle back into service.