

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AUSTIN, TEXAS

CONTRACT MODIFICATION

1. CONTRACT NO: 200441
Contracted Bus Operations
& Maintenance Services

**2. CONTRACT
MODIFICATION NO.:**
31

3. EFFECTIVE DATE:
Upon full execution

**4. CONTRACTOR
NAME:**
MV Transportation

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

Prior: \$706,057,906.77

New: \$706,057,906.77

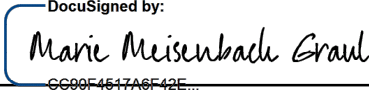
7. TERM OR PERIOD OF PERFORMANCE:

NO CHANGE

Base Period: January 1, 2022 through December 31, 2022

8. MV TRANSPORTATION, INC. - CONTRACTOR'S EXECUTION:

Name & Title: Marie Meisenbach Graul CFO
(print or type)

Signature: 

Date: 7/21/2022

9. CAPITAL METRO - CONTRACTING OFFICER'S EXECUTION:

Name & Title: Anita Deibert, Contracting Officer
(print or type)

Signature: 

Date: July 22, 2022

10. DESCRIPTION OF CONTRACT MODIFICATION:

This modification is made in accordance with Exhibit E-Revised-5, Contractual Terms and Conditions, Section 21, entitled **CHANGES**, which is made a part hereof for all pertinent purposes.

1. Refer to Exhibit F-Revised-11, Scope of Services. Exhibit F-Revised-11 is replaced in its entirety with **Exhibit F-Revised 12**, 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 31

EXHIBIT F – Revised-12-Mod 31
SCOPE OF SERVICES

CONTRACT 200441 (RFP 304769)
CONTRACTED BUS OPERATIONS & MAINTENANCE SERVICES

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.

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1. DEFINITIONS

Accident: An unforeseen and unplanned event or circumstance. An event in which there is contact with another vehicle, fixed object or a person or animal which results in physical damage to property or a complaint of pain or an observable injury to any individual involved.

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

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

Air Time: For the two-way radio system, the frequencies made available for exclusive CMTA use.

Asset Management System: See Enterprise Asset Management System.

Automated Passenger Counter (APC): Automatic Passenger Counters count riders boarding and getting off the bus at each stop, and counts can be used for reporting and analysis.

Automatic Vehicle Location (AVL): Position determination via an automatic technology or combination of technologies, such as Global Positioning System (triangulation of satellite signals) and includes real-time reporting of that location to a dispatcher.

Block: A vehicle schedule, i.e. the daily assignment for an individual bus. One or more Runs may work a Block.

Body Damage: Any accident damage, and/or a ding, dent, scrape, bend, scratch, tear, and/or break in the exterior body panels that is easily visible from 3 feet away, including: broken or cracked glass; missing exterior pieces and/or trim that have been hit and knocked loose, or off; and painted bumpers that have been deformed at one time to have the paint cracked and creased.

Bomb Threat: Credible written or oral (e.g., telephone) communication threatening the use of an explosive or incendiary device for the purpose of disrupting public transit services or to create a public emergency.

Boarding: The entry of passengers onto a public transportation vehicle. Boarding starts with entering the vehicle and ends with the seating of each passenger and closure of the doors.

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

Bus Bridge: A temporary system of shuttle buses bypassing a failure in some other mode of transit.

Bus Services/Bus Transit Services: The service of operating and maintaining the buses. The fixed route bus Bus services are commonly multiple stop routes operating within neighborhoods and may include service directly to Park & Rides, Transit Facilities, the University of Texas, Downtown Austin, and along Bus Rapid Transit routes.

Capital Metropolitan Transportation Authority: (Used interchangeably with "CMTA," "Capital Metro," "The Authority") the public transportation authority that operates bus, paratransit and commuter rail services for Austin and several suburbs in Travis and Williamson counties.

Cash Box Vaulting: Removal of the cash box from the fare box, insertion of the cash box into the vault for emptying and replacing the empty cash box into the fare box from which it came. This activity is completed immediately following fare box probing.

CMSV: Capital Metro Support Vehicle.

Collective Bargaining Agreement (CBA): The contractual agreement between an employer and a labor union that governs wages, hours, and working conditions for employees and which can be enforced against both the employer and the union for failure to comply with its terms.

Computer Aided-Dispatch/Automatic Vehicle Location (CAD/AVL): System that connects vehicles to dispatching software. It automatically collects vital data used by dispatchers (CAD) such as bus GPS locations (AVL) to

manage schedule adherence, breakdowns and emergencies. It also integrates with other systems to pass information to in-vehicle equipment (headsights, annunciators, etc.) and passenger information systems (website and mobile applications).

Collision: A vehicle accident in which there is an impact of a transit vehicle with: another transit vehicle, a non-transit vehicle, an object, a person(s) (suicide excluded), an animal or a rail vehicle.

Commuter Rail: A transit mode that is an electric or diesel propelled railway for urban passenger train service consisting of local short distance travel operating between a central city and adjacent suburbs.

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

Contracted Local Law Enforcement: A local police department, sheriffs or Department of Public Safety (DPS) agency contracted by CMTA to provide security services.

Contracted Security Force: Non-sworn security guards (i.e., not sworn police officers) contracted by CMTA to provide security.

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."

~~**COTR:** The Contracting Officer's Technical Representative 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.~~

Customer: Synonymous with the defined term "Passenger".

Defect Card: A form completed by the bus operator that documents completion of the pre-trip and other inspections and notes any mechanical defects or body damage on the vehicle.

Digital Video Recorder (DVR): The component permanently installed in the radio box but does not include the HDD or cables.

~~**Docking Station:** A device used to review footage contained on the HDD. It must be connected to a separate desktop computer to function.~~

Downtown Austin: The central business district of Austin, Texas. Downtown is located on the north bank of the Colorado River. The approximate borders of Downtown include Lamar Boulevard to the west, Martin Luther King, Jr. Boulevard and the University of Texas at Austin to the north, Interstate 35 to the east, and Lady Bird Lake to the south.

Driver: See definition of Operator.

Enterprise Asset Management System: The management of the maintenance of physical assets of an organization throughout each asset's lifecycle. EAM is used to plan, optimize, execute, and track the needed maintenance activities with the associated priorities, skills, materials, tools, and information. This covers the design, construction, commissioning, operations, maintenance and decommissioning or replacement of plant, equipment and facilities (Also: Asset Management System).

Exception: Relief from a specific reporting requirement or PDC based on either a threshold value or documentation of good cause. Service Provider may request an exception from any contractual requirement or PDC. Exception requests must be provided in writing and require written approval by CMTA.

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

Farebox Probing: Extracting data from the farebox. This activity also unlocks the cash box and is followed by Cash Box Vaulting.

Frontline Personnel: Staff required to perform basic, frontline transit jobs, including, but not limited to: Bus Operators, Mechanics, Service Island/Utility Workers, parts clerks, road supervisors, maintenance supervisors, third-party testers, and run dispatchers.

General Manager: The individual designated by the Service Provider to manage the services daily and who represents the Service Provider in contract administration.

Hard Disk Drive (HDD): The component that stores video footage and can be removed from the DVR for reviewing by means of a docking station.

Headway: The time interval between vehicles moving in the same direction on a particular route.

Incident: Any unusual occurrence (excluding a vehicle or passenger Accident), disruption or misconduct involving service that results or has the potential to result in property damage, personal injury, commission of a crime including assault, harassment or reports thereof.

Key Personnel: means the General Manager.

Lost Time: The amount of time that scheduled revenue service is not performed.

Major Repair: Repairs to major vehicle systems or components, including engine rebuilding, transmission rebuilding, differential/rear axle rebuilding, and major body repair. Often referred to as heavy repair.

MetroBus: Local, Crosstown, and Flyer route branded service of Capital Metro.

MetroRapid: Bus Rapid Transit (BRT) branded service of Capital Metro.

Missed Trip: A scheduled trip that did not operate, in whole or in part, for a variety of reasons including operator absence, vehicle failure, Radio or Run Dispatch error, traffic, accident or other unforeseen reason.

Mobile Data Terminal (MDT): A device that allows digital communication between a vehicle and a central office.

National Safety Council (NSC): The National Safety Council (NSC) is a 501(c)(3) nonprofit, nongovernmental public service organization promoting health and safety in the United States of America. Headquartered in Itasca, Illinois, NSC is a member organization, founded in 1913 and granted a congressional charter in 1953.

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

Non-Revenue Vehicle (NRV): A vehicle used to support the provision of public transportation service. NRV's are not regularly used to transport customers but may be used for transportation on an ad hoc basis when revenue vehicle failures occur. Also known as Support Vehicle.

OEM: Original Equipment Manufacturer.

Offeror: An entity that submits a Proposal

Operations: The day to day delivery of service, including bus service, vehicle maintenance, fleet cleaning and fueling and all other services required to deliver services identified in the contract.

Operations and Maintenance Oversight: The division of CMTA that is responsible for the overall operations and administration of transportation services offered within the CMTA service portfolio.

Operators: The personnel scheduled to operate the vehicles in the delivery of Bus service. Also referred to as Drivers or Vehicle Operators.

Paddle: Specific start and end times, time points and line instructions for one specific block.

Park and Ride: Park and ride lots provide parking for people who wish to transfer from private vehicles, bicycles, and other modes to public transit or carpools/vanpools.

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

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

Preventive Maintenance Inspection (PMI): The PMI includes the Inspection, the Repetitive, and the PM Repairs. A PMI is a scheduled event of condition-based inspection and maintenance of vehicle systems, components and functions against established criteria. The Repetitive are a mileage and time-based set of maintenance tasks and steps that are performed after the Inspection, and before the PMI repairs. The PMI Repairs are those repairs generated from the list of defects from the Inspection. All repairs are to be completed prior to the vehicle being

returned to service. All work is to be completed in accordance with the standards identified in the Scope of Services. Once a vehicle begins its PMI, it is to remain out of service until all repairs are complete.

Preventable Accident/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 service provided by the Service Provider in a CMTA-branded vehicle. VSH are measured from gate-to-gate.

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.

Project: The implementation of the requirements of the Contract, including this **Exhibit F**.

Property Damage: The estimated dollar value of all property that is damaged in a Reportable Incident. This includes CMTA-owned property and other vehicles and property involved in the incidents that are not owned by CMTA.

Proposal: An Offeror's response to this RFP.

Public Transportation: As defined in the Federal Transit Act, "transportation by a conveyance that provides regular and continuing general or special transportation to the public.

Quality Assurance (QA): The systematic monitoring and evaluation of the various aspects of the service provided to maximize the probability that minimum standards of quality are being attained.

Quality Control (QC): The process by which the quality of all factors involved in fulfilling contract provisions is reviewed.

Qualified Instructor: A person responsible for instructing operator trainees. Persons designated as a "qualified instructor" for bus operator training must have a record of safe driving and at least two years of experience driving professionally and demonstrated the ability to provide high-quality customer service.

Queue Bus (QBus)/Run as Directed (RAD): A vehicle used in place of the assigned vehicle to provide revenue service until the assigned vehicle can return in service.

Radio 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, handles issues and service disruptions encountered and ensures operational data is correctly reconciled in dispatching applications.

Recovered Service: The time when the queue bus or run as directed bus resumes ~~takes over~~ revenue service and operates until the regular service bus returns to service.

Revenue Vehicle: A vehicle which transports CMTA customers.

Rider: See definition of Passenger.

Road Call: A road call occurs when a failure of any component or system on a bus causes the bus to be unable to complete its scheduled service without repair. See this **Exhibit F**-Section 17.25.2 for further elaboration.

Route: A specified path taken by a transit vehicle usually designated by a number or a name, along which passengers are picked up or discharged.

Run: A Vehicle Operator's daily work assignment. One or more runs can work a single Block. A Run may include 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.

Run-cutting: The process of generating daily bus driver work assignments in a cost-efficient manner to meet all contract requirements negotiated between the union and the employer.

Run Dispatcher: An individual responsible for monitoring the duties performed at the dispatch window as operators report to work. They manage work assignments and assign open or unfilled work consistent with the Collective Bargaining Agreement (CBA).

Safety Management System: Safety management system (SMS) refers to a systematic approach to managing safety by organizational goals, policy, structure, planning, accountability and safe standard operating procedures. SMS is implemented, monitored, and controlled for continuous improvement, achievement and sustainability in maintaining the standard by managing the risks associated with the organization.

Scheduled Revenue Service: Service scheduled to be provided for transporting passengers.

Scope of Services: This document, which is a written description of services to be performed or the technical requirements to be fulfilled under the Contract. Commonly referred to as "**Exhibit F**" throughout this document.

Security Incident: An occurrence of a Bomb Threat, bombing, arson, hijacking, sabotage, cyber security event, assault, robbery, rape, burglary, suicide, attempted suicide, larceny, theft, vandalism, homicide, fare evasion, trespassing, nonviolent civil disturbance, or CBR (chemical/biological/radiological) or nuclear release.

Service Interruption: An unplanned event (e.g., Accident, Incident, Mechanical, Detour/Blockage, Pull Out – Shortage of Operators/Buses) that result in the loss of service or change out of vehicle.

Service Provider: 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, also referred to in this document as the "Contractor."

Services: The services to be performed by the Service Provider as described in the Scope of Services, including, but not limited to, aspects of Bus Services as set forth in this Scope of Services.

SharePoint: A web-based, collaborative platform that integrates with Microsoft Office and primarily used document management and storage system.

Staffing and Personnel Plan: The plan attached as Exhibit G ~~as part of a Proposal~~ that outlines an Offeror's staff needed to fulfill the **Bus Transit Services** requirements of the Contract, including vehicle operators, vehicle maintenance technicians, facility and building maintenance personnel, electronics technicians, supervisory, and administrative personnel. The Staffing and Personnel Plan may be modified at any time by Capital Metro.

Supplemental Service: Scheduled when events, detours or other planned activity is expected to increase the demand for service.

Support Vehicle: See definition of Non-Revenue Vehicle (NRV).

Time Point: A designated location and time used to define the schedule for a revenue vehicle.

Transit Facilities: Transit facilities are large multimodal bus stops where buses on several routes converge to allow riders the opportunity to change buses or transfer to other modes.

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

Trip: The operation of a revenue vehicle between two terminal points on a route. Trips are generally noted as inbound, outbound, eastbound, westbound, etc. to identify directionality when being discussed or printed.

Unreported Vehicle Damage: Any damage **found** to a vehicle that was not **reported** covered **or covered** in an accident report. ~~and is found on a vehicle.~~

UT Service (University of Texas Bus Service): Designated routes designed to meet the needs of students of the University of Texas.

Vandalism: The willful or malicious destruction or defacement of transit property or vehicles.

Vehicle: A transportation vehicle operated pursuant to this Contract. Also referred to in this Scope of Services as a transit vehicle, public transportation vehicle, and transportation vehicle.

Vehicle Miles: The miles that vehicles travel while in revenue service (actual vehicle revenue miles) plus deadhead miles. Actual vehicle miles exclude: miles for special event service, operator training, and vehicle maintenance testing.

Vehicle Service Miles (VSM): 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 Operator: Synonymous with Driver and Operator. 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 scheduled time point. Not included as part of VSH are pre-trip inspection time and scheduled or unscheduled maintenance periods (vehicle breakdowns).

2. CMTA BACKGROUND AND OVERVIEW

2.1 Capital Metro is seeking a partner to operate and maintain its Bus Services. Service Provider will provide **administration of Bus Transit Services, including the direct management of all Frontline Personnel** all personnel necessary to perform the Services and all other goods and ancillary services needed to deliver the Services. The ideal partner will be aggressively focused on ensuring the best possible experience for our customers through data-driven continuous improvement processes. **Capital Metro staff will establish the strategies and tactics needed to ensure excellent service on a daily basis. Service Provider will employ and manage an engaged workforce of Frontline Personnel and ensure a positive and effective relationship with ATU Local 1091.** All CMTA's revenue service (bus, paratransit and rail) is provided through contracts with private service providers. This practice is consistent with the requirements set forth in Senate Bill 650, passed by the Texas Legislature in 2011.

2.2 **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 Offerors that will bring a positive attitude and significant management expertise to CMTA transit operations. The Project may undergo revisions and modifications to operating and administrative requirements as it is implemented and developed. CMTA is looking for Offeror's 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 be unacceptable 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 **and a collaborative effort and striving** strive for decisions which result in a mutually beneficial outcome.

2.3 **Passengers.** CMTA passengers are the core of CMTA's transit 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 safe, reliable, customer 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.

2.4 CMTA Responsibilities **CMTA shall be responsible for all aspects of CMTA's bus transportation services not specifically assigned to Service Provider in this Contract.**

3. SERVICE AND FACILITY OVERVIEW

3.1 **Purpose.** The Service Provider shall provide safe, reliable and dependable public transportation services to customers in central Texas. The service includes **direct operation of Bus Services service** and the **performance of** ongoing routine and preventive maintenance of the facility buildings, and equipment.

3.2 **Facility Locations.** The CMTA facilities ("Facilities") provided for this service are the East Fifth Operations and Maintenance Facility located at 2910 East 5th Street, Austin, Texas 78702 and the North Operations and Maintenance Facility located at 9315 Old McNeil Road, Austin, Texas 78758. CMTA will occupy portions of both facilities.

3.3 **Meeting Space.** Service Provider will have access to shared meeting space (conference rooms, etc.) within CMTA facilities on a reservation basis.

3.4 **Furniture.** Basic office furniture will be provided by CMTA and may be in a used condition. The Service Provider is responsible for the replacement of this basic furniture as needed. The furniture will remain CMTA's property after contract termination.

3.5 **Vending Machines.** Vending machines within the Facilities are managed by CMTA. Service Provider must not install vending machines at the Facilities.

3.6 **Utilities.** CMTA will provide water, sewer and electrical utilities.

3.7 **Services.** The Service Provider will be required to ~~provide~~ **directly operate** Bus Services and **its staff will perform** the ongoing routine and preventive maintenance **activities for Vehicles, of the Facilities'** buildings and equipment **as directed by Capital Metro.** Bus Services are commonly multiple stop routes operating within neighborhoods and may include service directly to Park & Ride and Transit Facilities, and Downtown Austin. ~~Service Provider will provide all personnel necessary to perform the Services and all other goods and ancillary services needed to deliver the Services.~~ The Service Provider must obtain and keep current all required licenses, permits and certifications to operate CMTA **Bus** Services throughout the term of the Contract.

3.8 **Responsibilities.** The key responsibilities of this Contract include **direct** operation of bus service, **performing** vehicle maintenance, ~~radio and~~ run dispatching, street supervision, **performing** the ongoing routine and preventive maintenance of the facility buildings, **and managing employee engagement and labor relations** ~~equipment and all management and administration needed to support these efforts.~~

~~3.8.1 Unless explicitly stated as a CMTA responsibility, Service Provider is responsible for all equipment, supplies, staff, effort and management services necessary to operate a high quality public transportation service.~~

~~3.9 **Expectations.** Service Provider shall provide for the operations and maintenance services necessary to deliver a high quality public transportation service to the Central Texas community. Any materials, services, programs, projects or other efforts necessary to provide high quality public transportation are the responsibility of the Service Provider, unless explicitly stated otherwise.~~

3.10 **Service Delivery.** Service Provider shall provide Services in a safe, courteous, professional, dependable manner and in accordance with trip schedules and other schedules provided by CMTA.

3.11 **Hours of Service.** Bus Service is provided 24 hours a day, seven days a week, 365 days a year. Service Provider will be expected to provide service during all requested hours. Hours of service are subject to change at the discretion of CMTA. Annual total Scheduled Vehicle hours and miles are provided in Attachment - Annual Service Estimates.

3.11.1 Route detail information for all scheduled Bus Service is provided in the Capital Metro Website-www.capmetro.org

3.11.2 The phasing of new Bus Services and changes to existing Bus Services will coincide with regular service change periods which are typically: Mid-January, Late-May and Mid-August. Exact dates for new operation of Bus Services will be determined by CMTA and coordinated with the Service Provider to ensure sufficient time to meet obligations for the selection of work.

3.12 **Adjustment to Service.** CMTA reserves the right to adjust Bus Service at any time. Modifications to services include, but are not limited to holiday modified schedules, extending, deleting or adding routes, or parts of routes, and expanding or decreasing scheduled service hours. Scheduled service hours are determined by CMTA. CMTA may make changes to facilitate additional service or reductions in service. Those changes will be provided to Service Provider with advanced notice as determined by CMTA to meet obligations for the selection of work. Attachment - Holiday Service Levels.

~~3.12.1 Using the base hours provided in Attachment X — Annual Service Estimates, service projections and a fixed and variable pricing, Offerors are to include in their Proposals the increment at which their proposed pricing will increase or decrease. Pricing schedules must be included for each increment provided and are detailed in Exhibit A-Revised-3 and Exhibit A-1-~~

3.13 **Special Event Service.** Service Provider from time to time will be required to provide special event service requested by CMTA. These services vary from year to year. ~~Payment for special event services shall be based on variable rate per revenue hour provided in Exhibit A-1-Revised-2.~~ When special event services are operated, adequate **field supervision and dispatch services** shall be assigned to support the additional service. ~~Following each~~

~~special event service, Service Provider will immediately report the following to CMTA: total hours operated, total amount of buses utilized, total Passengers transported, total miles traveled, and other items as directed by CMTA.~~

~~3.14 **Rail Bus Bridging.** As directed by CMTA, Service Provider shall periodically coordinate with CMTA's rail staff to participate in the planning, training, practice exercises and implementation of bus bridging efforts during times of service interruptions or inoperability of the rail system for any reason. Rail bus bridging includes, but is not limited to, the transport of passengers between designated rail stations or bus stops during service interruptions. After conducting actual Bus Bridges, Service Provider shall invoice CMTA for all hours incurred based on the Service Provider's variable rate per hour. Following each event of a Bus Bridge, Service Provider will immediately report the following to CMTA: total hours operated, total amount of buses utilized, total Passengers transported, total miles traveled, and other items as directed by CMTA. See Attachment – Bus Bridge Procedures.~~

~~3.14.1 Bus Bridge practice exercises will be conducted on a periodic basis at the discretion of CMTA. Such training exercises will be coordinated with CMTA's rail and security departments.~~

3.14.2 CMTA may at CMTA's sole discretion, call upon other CMTA service providers to assist in a Bus Bridge. Service Provider agrees to work cooperatively with CMTA staff and other stakeholders that are called upon to assist in emergency Bus Bridge operations.

3.15 **Route and Schedule Planning.** CMTA is responsible for route and schedule planning for the Services under the contract.

3.15.1 CMTA will provide electronic copies (in PDF format) of headways and paddles for all Bus Services that the Service Provider will operate. Service Provider will be responsible for making copies for its use and distribution.

3.15.2 CMTA will ~~not~~ provide any **all route scheduling and run** ~~Run~~ cutting services for Service Provider. All Service Provider run cuts will be provided to CMTA's planning department electronically as soon as possible, but no more than three (3) weeks after Service Provider's receipt of schedule information. **Service Provider and Union representatives may collaborate with Cap Metro staff to inform schedule parameters surrounding each run cut.**

3.15.3 CMTA and Service Provider will meet to determine appropriate schedules for providing route and schedule information to meet Service Provider's obligations for the selection of work.

4. ADMINISTRATIVE OFFICE EQUIPMENT AND SERVICES

4.1 **Copiers and Printing.** 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.

4.2 **Desktop Computers.** Service Provider is responsible for all desktop computers in Service Provider's office areas. Any technology infrastructure or computer hardware or software that Service Provider needs and is not explicitly described as being provided by CMTA in **this Exhibit F** a specific attachment is the sole responsibility of the Service Provider. **Service Provider shall comply with industry-standard information security best practices, including, but not limited to, system hardening, use of antivirus software, operating system patching, firewalls, and other security controls.**

4.3 **Equipment.** Service Provider shall provide any equipment or infrastructure needs not explicitly described as being provided by CMTA in the Contract or included as part of an attachment.

4.4 **Cable TV.** CMTA will provide basic cable television service.

4.5 **Phones.** CMTA will provide a telephone system for Service Provider's use at the Facilities. CMTA will provide domestic long distance (within the continental United States) service. Service Provider will be required to utilize a third party or calling card for international long distance. Additional phones will be handled by submitting requests to CMTA I.T. Department.

4.5.1 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.

5. TECHNOLOGY AND COMMUNICATION

5.1 **Office Infrastructure and Computer Networks.** CMTA will provide basic infrastructure for office work at the Facility, including the existing wiring for computer and telephone systems. Service Provider must provide and maintain needed network equipment, including switches. Any modification and addition of any infrastructure must be approved in advance by CMTA.

5.2 **Internet/Wi-Fi.** 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. VPN access to CMTA's networks will not be granted to the Service Provider under this Contract.

5.2.1 The Service Provider shall be responsible for providing its employees with any online or local access to office products required to operate daily business. This includes, but 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.

5.3 Any technology infrastructure or computer hardware or software that Service Provider needs and is not explicitly discussed in this Contract or not explicitly detailed as being part of this Contract is the sole responsibility of the Service Provider.

5.4 Unless explicitly stated otherwise, CMTA will not provide any computers, copiers, printers or fax machines. Service Provider will be required to configure and maintain internal network of office equipment.

5.4.1 Printing on CMTA printers shall only be done when using CMTA networks such as Citrix.

5.4.2 CMTA will provide the following devices and support:

5.4.2.1 Enterprise Asset Management (currently Spear/Infor) workstations for vehicle maintenance bays.

5.4.2.2 Computer-Aided Dispatch / Automatic Vehicle Location (currently OrbCAD) workstations for dispatch.

5.4.2.3 Dispatch and Scheduling application (currently Trapeze v18) workstations and swipe-in/badging peripherals for dispatch.

5.4.2.4 Digital Video Recorder systems (currently Apollo, MobileView) PC desktop and software only.

5.4.2.5 Swiftly

5.5 **Access Security and Training.** CMTA requires 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, data, 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, data, or software.

5.5.1 The Service Provider shall notify CMTA of separated employees and complete a CMTA IT access termination request form within 24 hours of that employee's separation from employment with Service Provider.

6. ADMINISTRATIVE TECHNOLOGY

6.1 **SharePoint.** CMTA makes use of the document storage and team collaboration tools found in Microsoft Share-Point. 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.

6.2 Email. The Service Provider shall be responsible for providing its employees with company-issued individual user email accounts for daily use. Service Provider's employees must only use their company-issued email accounts in connection with the performance of all services and work performed under the Contractor.

6.2.1 The Service Provider shall create (at a minimum) email distribution lists for its Run Dispatch team, ~~Radio Dispatch team~~, field supervisor team, vehicle maintenance supervision team, building maintenance team and 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.

6.3 Customer Relationship Management (CRM). 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 Service Provider with **read-only** access to Service One software for this purpose.

6.4 Emergency Notification System. 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 Road** Supervisors, Radio and Run 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 Radio or Run Dispatch.

6.5 Support Services. ServiceNow 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.servicenow.com/>). For priority issues, please call 512-389-7570 or otherwise directed by CMTA. The IT Help Desk is staffed Monday – Friday, 8:00 a.m. – 5:00 p.m. local prevailing time. After-hours assistance is available only for emergencies and requires a telephone call. See Attachment - CMTA IT Incident Response Process for more information, including service level expectations based on degree of urgency. The Service Provider shall perform front-line troubleshooting before determining if CMTA's IT group needs to get involved.

7. Computer Aided Dispatch/Automated Vehicle Location System

7.1 Computer Aided-Dispatch/Automatic Vehicle Location (CAD/AVL). CMTA uses a complete CAD/AVL system called OrbCAD, including on board Mobile Data Terminal (MDT) and GPS antenna integrated to onboard components such as APC, headsigns, and annunciation systems. OrbCAD integrates with CMTA's several Trapeze software modules. Licenses for Service Provider staff's use of these systems are provided by CMTA. Service Provider's staff must agree to any terms of use and policies required under the licenses.

7.2 Installations and Upgrades. Service Provider will be required to cooperate with CMTA and technology vendors to coordinate upgrades, future installations and implementation of the technology systems. CMTA will provide required training for all appropriate personnel.

7.3 System Testing. Service Provider will be required to participate in system testing and acceptance, including mini-fleet testing. Mini-fleet testing will include the testing of the complete functionality of the system on a small segment of the fleet (as determined by CMTA) with all onboard technology components installed. Service Provider will be reimbursed for each hour of mini-fleet testing in-service testing (above and beyond normally scheduled service) based on the variable cost per hour.

7.4 CAD System Use. Service Provider will be required to utilize the CMTA-provided computer-aided dispatch system (CAD).

7.5 Service Data. Service Provider must enter all Service related data into the CAD system (e.g. service loss, service interruption delay, accident and incident information, maintenance failures, customer incidents, etc.).

7.6 **Operator Log In and Log Out Requirement.** Service Provider's bus operators will be required to log-in to and log-out of the CAD/AVL system at the start and end of each shift, respectively.

7.7 **System Maintenance.** Service Provider will be responsible for maintenance of on-board vehicle technology equipment in accordance with OEM's recommendations.

7.8 **Training.** Radio and Run Dispatchers must receive training on use of the Radio Console, OrbCAD and Trapeze OPS systems by an authorized training provider. Training must be complete enough for all dispatch personnel to fully utilize the systems. CMTA will provide all required training.

7.9 **Monitoring, Reporting and Resolution.** Radio and Run Dispatchers will monitor the CAD/AVL systems for correct operation and if issues are found, follow the procedures established by CMTA for reporting. In the event Dispatcher find any data errors (e.g. time points) they will follow the procedures established by CMTA for resolution.

7.10 **Testing.** ~~Radio Dispatchers~~ will be required to participate in testing of patches and fixes of the system to ensure operability.

7.11 **Use of Systems.** Service Provider is required to use these systems to optimize service performance and following accordance with procedures established by CMTA.

8. ORGANIZATION AND PERSONNEL REQUIREMENTS

8.1 **Organization.** An Offeror shall submit an organizational chart to CMTA with its Proposal. The organizational 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. Service Provider shall provide CMTA with an updated organizational chart annually, and as changes are made to it.

8.2 Workforce Requirements & Staffing and Personnel Plan

8.2.1 The Service Provider shall be responsible for determining the direct staffing levels and salaries for positions included in Service Provider's fixed costs as required to provide and deliver **support administration of the Services consistent with the minimum staffing levels established by Cap Metro.** Staffing levels by the Service Provider for positions included in Service Provider's fixed costs shall be adequate to reflect service levels throughout the Contract term. ~~Unless the Scope of Services is modified~~ **changes to minimum staffing levels are directed** by CMTA either by modification to the Staffing and Personnel Plan or otherwise, changes to staffing levels for positions included in Service Provider's fixed costs deemed necessary by the Service Provider to meet the Contract requirements and provide high quality service shall be implemented at no cost to CMTA. **For positions not defined within the established minimum staffing levels, the Service Provider shall be responsible for maintaining the required staffing levels to meet the service levels throughout the Contract term which levels must be approved by Capital Metro.**

8.2.2 The Service Provider shall ensure that **its staff** ~~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.

8.2.3 ~~As of the Contract start date, the Service Provider shall have hired and trained all necessary vehicle operators, vehicle maintenance technicians, facility and building maintenance personnel, electronics technicians, supervisory, and administrative personnel as identified in its staffing and personnel plan (Staffing and Personnel Plan). The Staffing and Personnel Plan shall be submitted with an Offerors' Proposal.~~ **Capital Metro will directly provide recruiting, screening, and hiring support services to Service Provider. Capital Metro will provide the recruiting and screening services and will submit to the Service Provider all suitable candidates meeting the eligibility requirements for final consideration and hiring. All candidates must satisfy Service Provider's hiring standards. Service Provider will have final authority with respect to vetting candidates and hiring decisions.**

8.3 Criminal History, Driving History and Motor Vehicle Requirements

8.3.1 The requirements for all personnel including Vehicle Operators are in the "Personnel Assignments" section of the Terms and Conditions (Exhibit E-Revised-6).

8.4 Staff Conduct

8.4.1 The Service Provider staff (includes all employees and subcontractors) are expected to conduct themselves in a professional manner. Service Provider staff must 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 must follow the procedures and training as outlined in the Service Provider's proposed training and any other instruction provided by the Service Provider or provided by CMTA.

8.4.2 All Service Provider staff performing Services under this Contract shall always wear a CMTA-issued photo identification badge while on duty, in accordance with Access Control Policy. See Attachment - Access Control Policy. 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 is reported to CMTA Security. Replacement of lost ID badges shall result in a \$50 chargeback on the monthly invoice per instance.

8.4.3 Upon the request of CMTA, the Service Provider shall promptly remove from service to CMTA 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.

8.4.4 **Staff Feedback.** The Service Provider shall establish mechanisms for receiving and responding to feedback from all its staff. Such processes must include a system for documenting the content and timelines for both the feedback and response. Documentation should be kept in such a way that feedback may be analyzed by topic, employee, respondent, and, when applicable, route, vehicle and location data. Such documentation will be shared with CMTA as requested made available for CapMetro to review at all times.

8.5 Key Personnel and Staffing

8.5.1 The Service Provider shall assign Key Personnel to the Contract in accordance with the 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 operation of similar size, scope and complexity.

8.5.2 CMTA must approve the General Manager assigned to this Contract, as well as other Key Personnel. Key Personnel includes: The General Manager and the most senior person in charge with full responsibility for ensuring all work is performed in accordance with this Contract of the following functional areas: ~~Service Operations, Safety and Training, Vehicle Maintenance, and Building Maintenance.~~ The Service Provider shall propose the General Manager and Key Personnel with their proposal. The Service Provider shall describe the selection process, job summary, required qualifications and timeline for selecting Key Personnel. ~~All Key Personnel shall be in place at least ninety (90) days prior to October 1, 2019~~ January 4, 2020.

8.5.3 The Service Provider shall maintain the Key Personnel identified in its Staffing and Personnel 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 from service to CMTA 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.

8.5.4 The requirements of this section shall not be construed to ~~(1) restrict Service Provider authority to determine that more than the minimum number of employees identified 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.~~

8.5.5 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 change.

8.5.6 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 Personnel 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.

8.5.7 To ensure the continuity of consistent high service standards over the life of this Contract, the Service Provider shall retain qualified and experienced key personnel to perform services pursuant to the Contract requirements. The Service Provider shall 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 two (2) years from the Contract start date.

8.5.8 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 CMTA's 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 at CMTA's sole discretion.

8.5.9 The General Manager shall be the Service Provider's representative for the administration of the Contract 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.

8.5.10 In all aspects of managing the Services, the Service Provider shall ensure that the Key Personnel exhibits a customer service focus **both internal and external customers**) 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 service.

8.5.11 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.

8.5.12 Key Personnel assigned to this Project will not be replaced without 90-day advance written notice to CMTA, unless the departing employee does not provide Service Provider with notice or the employee is removed for cause.

8.6 Key Personnel Responsibilities

8.6.1 Primary point of contact for the Service Provider is CMTA's **Vice President, Bus Operations** ~~COTR or designee (normally the Program Manager Director, Contract Oversight)~~. Should she/he not be available the secondary point of contact is the ~~Director, Contract Oversight~~ **Program Manager, Bus Contracts**. Contract modifications should be directed to CMTA Procurement's Contract Administrator.

8.6.2 The principal function of the General Manager will be to oversee employees of Service Provider and monitor ~~operational~~ activities associated with the services described herein. The General Manager will be responsible to CMTA for **supporting** the safe and reliable provision of all **Services** ~~services~~ referenced herein. The General Manager will be expected to directly supervise the daily activities of all Operators, Run Dispatchers, ~~trans-~~ **portation Road Supervisors**, maintenance **technicians** employees, and other Service Provider personnel supporting CMTA system operations.

8.6.3 The ~~General Manager~~ **Service Provider** will work cooperatively with CMTA in matters of assuring service quality, providing operational data, responding to comments from Passengers and general public, and responding to specific requests for other assistance as the need arises.

8.6.4 **The General Manager or designated** member of the Service Provider's Management team shall be required to attend periodic meetings, such as the monthly Operations Committee of the CMTA Board of Directors, the monthly CMTA Board of Directors general meeting, monthly Advisory Committee meetings and others as requested by CMTA.

8.6.5 Service Provider shall not use Key Personnel for the Contract who live outside the service area served by CMTA without prior approval of CMTA.

8.6.6 Payroll Administration. Service Provider's ability to accurately calculate and timely deliver paychecks to its employees is crucial to retaining an engaged workforce. Documented issues of incomplete payment (defined as a payment not received by an employee by the close of business on the regularly scheduled payment date) to an employee caused by the actions or omissions of Service Provider will result in a PDC of \$50 per incident.

9. GENERAL PERSONNEL

9.1 Vehicle Operators

9.1.1 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 **will ensure** ~~shall field qualified, highly skilled and well-trained~~ Vehicle Operators **maintain** with a primary focus on Safety and excellent customer service. **Vehicle operators shall work under the daily direction of the OCC.**

9.1.2 In addition to the qualifications listed in the "Personnel Assignments" section of the Contractual Terms and Conditions (Exhibit E-Revised-6), 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)~~ **three (3)** 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 the pre-employment vetting.
 - Always show sensitivity to Passengers' needs and possess the ability to handle complaints and problems as required.
 - Any personnel assigned to 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.

9.2 Radio Dispatch

9.2.1 ~~Service Provider will provide adequate Radio Dispatch personnel to enable effective driver/vehicle assignments and prompt responses to all areas of operations, which could impact service. CMTA will periodically monitor radio communications between Service Provider Radio Dispatch office and Service Provider's drivers. Radio Dispatch personnel will be on duty during scheduled times established by Capital Metro all times when services are scheduled to operate. Radio Dispatchers are required to wear CMTA approved uniforms as described in Attachment - CMTA Uniform and Appearance Standards.~~

9.2.2 ~~Service Provider personnel performing radio dispatching functions for all services will perform their duties at the CMTA Operations Control Center (OCC) located at the North Operations Facility. Radio Dispatchers will work collaboratively with CapMetro Radio Controllers under the direction of CapMetro OCC Managers~~

9.2.3 ~~**MetroRapid Dedicated Dispatch.** Contractor will provide a dedicated dispatcher for the MetroRapid BRT service. As service hours expand, Contractor is expected to increase staffing accordingly.~~

9.3 Run Dispatch

9.3.1 Service Providers will appoint qualified individuals to serve as Run Dispatchers. These Run Dispatchers will assign operators to maintain attendance for assigned work and assign available operators for open work. Run Dispatch personnel will be on duty during all times when services are scheduled to operate. Run Dispatchers will assign operators to vacant runs as required. The Run Dispatchers will receive calls from operators calling in as absent, assign open work, operate Trapeze software, receive and validate accident reports, log in, maintain, and gather items turned in as Lost and Found, assign work as needed for required mandated testing and screening, and other duties directed by CapMetro, as assigned. Run Dispatchers are required to wear CMTA approved uniforms as described in Attachment - CMTA Uniform and Appearance Standards.

9.4 Transportation Road Supervisors

9.4.1 The Service Provider's ~~Transportation~~ Road Supervisors are the first line of response for all operational issues and work under the daily direction of the OCC. It is vital to the success of the Service Provider to have adequate staff available to perform all the duties required of this position. Service Provider shall provide continuous daily street supervision of ~~contracted service~~ Bus Service including the monitoring of schedule adherence, on-street operation, and on-route compliance. Transportation Road Supervisors will be on duty during scheduled times established by Capital Metro. Any necessary tablet or mobile computer used by the transportation Road Supervisor for monitoring CAD/AVL and other service applications will be provided by the Service Provider. This supervision will include conducting ride checks (on-board) to ensure operator adherence to procedures (e.g., fare collection, ADA compliance, and passenger relations) and includes responding to investigation of major incidents and all accidents within thirty (30) minutes of being notified as directed by the Capital Metro OCC. CMTA reserves the right to independently conduct similar investigations and adherence checks of its own without notice to ensure compliance with terms of the Contract. A ~~Transportation~~ Road Supervisor shall respond to an emergency involving a different Service Provider or CMTA property at the request of CMTA.

9.4.2 ~~Transportation Supervisors shall be required to provide ad hoc support to CMTA, including, but not limited to, attending public meetings, assisting with public outreach activities, etc., at the discretion of CMTA.~~

9.4.3 ~~Transportation~~ Road Supervisors are required to wear CMTA approved uniforms as described in Attachment - CMTA Uniform and Appearance Standards.

9.5 Vehicle Maintenance Technicians (Mechanics) and Supervisors

9.5.1 The Service Provider shall be responsible for staffing ~~and directing~~ the vehicle maintenance technicians and first-level supervisory functions function to assure that there is a sufficient supply of safe, reliable and clean vehicles for service every day as directed by Capital Metro personnel. ~~Some of the duties of Vehicle Maintenance Technicians include those described in the vehicle maintenance section of this Exhibit F.~~

9.6 Building Maintenance Technicians and Supervisors

9.6.1 The Service Provider shall be responsible for staffing ~~and directing~~ the building and equipment maintenance ~~technician~~ function to assure that assigned buildings are properly maintained and available for service every day, as directed by Capital Metro personnel. ~~Some of the duties of Building Maintenance Technicians include those described in the building maintenance section of this Exhibit F-Revised-8.~~

9.7 Suitable Personnel

9.7.1 The Service Provider's provision of qualified, capable and experienced personnel is essential to the performance of its contractual obligation under the Contract. As such, failure to provide suitable personnel consistent with contractual requirements 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 job duties in the position for which they are assigned. ~~re-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.

~~9.7.2 Employees assigned by the Service Provider to work on the Contract shall be deemed ineligible for rehire by another contract service provider of CMTA, and employees of other contractor services providers of CMTA are ineligible for rehire by Service Provider, if such employees' 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. The Service Provider shall verify eligibility for rehire with the other CMTA contract service providers. See Attachment - Service Provider Reference Check Form. The Service Provider shall cooperate with other CMTA contract service providers to verify that former employees are not ineligible for re-hire.~~

~~9.7.3 Service Provider shall meet Department of Transportation (DOT) requirements when requesting employment history information from any former employer, including the requirements of the DOT Code of Federal Regulations Title 49: Transportation, Part 40 - Procedures for Transportation Workplace Drug and Alcohol Testing Program 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.~~

9.7.4 ~~2~~ In the event a **current employee's** ~~an applicant's~~ background or qualifications do not meet the criteria set forth in the Contractual Terms and Conditions (Exhibit E-Revised-6), the Service Provider may request CMTA review via Attachment - Risk Assessment Request Form.

~~9.7.5 Service Provider shall ensure that all employees receive regular training that develops skills and increases understanding of people to include 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.~~

9.7.6 As directed by Capital Metro, the ~~The~~ Service Provider shall utilize Capital Metro ~~propose~~ training programs for all frontline employees, including but not limited to Vehicle Operators, Transportation Road Supervisors, Radio Controllers Dispatchers, Run Dispatchers, and Mechanics and maintenance supervisors. When receiving training, such personnel will be compensated their standard rate of pay by Service Provider. ~~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 13 of this Exhibit F-Revised-8.~~

9.7.7 For all employees performing services under this Contract, Service Provider shall provide name, position, mailing address, email address and telephone number information to Capital Metro for the purposes of facilitating internal communications about Capital Metro services, events, and projects. Such data shall be provided weekly in a format agreed upon by the parties. Alternately, the data can be provided through an application interface with a Service Provider system, if available.

10. VEHICLE OPERATOR EXPECTATIONS, CONDUCT, & DRESS

10.1 Vehicle Operator Expectations

10.1.1 Vehicle Operators are required to have a working knowledge of Routes and their work assignments.

10.1.2 Deviations from the schedule, including unscheduled breaks or operating ahead of schedule, are not permitted unless the Vehicle Operator receives authorization from law enforcement, a supervisor or other authorized person in charge, which may be another service provider or CMTA personnel. If unavoidably delayed, the Vehicle Operator shall report the cause for the delay.

10.1.3 Vehicle Operators shall stop at all marked CMTA bus stops where potential Customers are present, see Attachment – Making Safe Bus Stops.

10.1.4 Vehicle Operators shall comply with CMTA fare collection procedures. See Attachment – CMTA Fare Collection Procedures.

10.1.5 Vehicle Operators shall wear ANSI Class 3 (or similar) reflective safety vests when performing duties in the roadway or on the yard.

10.1.6 Vehicle Operators shall set out safety cones or triangles as needed when the vehicle obstructs traffic, will be parked for an extended period, and emergencies.

10.1.7 Vehicle Operators shall be polite and courteous in their speech and manner including exercising patience and self-control even when others do not.

10.2 Prohibited Conduct: Cause for Removal from Service

10.2.1 The Service Provider shall immediately remove any Vehicle Operator from service found to have committed 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.

10.2.2 CMTA will 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-Revised-6 or this Exhibit F.
- Failure to display employee ID/security badge visibly while on CMTA property.

10.3 Vehicle Operator Dress Code and Personal Appearance Standards

10.3.1 The Service Provider shall ensure its Vehicle Operators conform to professional appearance standards consistent with the contractual guidelines set forth in Attachment - 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.

10.3.2 The Service Provider shall ensure its Vehicle Operators observe professional standards regarding personal appearance. This includes 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 fit well, are clean, wrinkle-free and in good repair.

11. SAFETY

11.1 Public Transportation Agency Safety Plan and Safety Management System. Service Provider must comply with Capital Metro’s Public Transportation Agency Safety Plan (the “ASP”) developed pursuant to 49 C.F.R. Part 673 (“Part 673”), as revised, supplemented, and/or updated from time to time. Contractor will collaborate with Capital Metro to ensure compliance with Part 673 requirements and the ASP, including but not limited to providing documents related to implementation of Safety Management Systems (“SMS”) and results of SMS processes and activities, and documents that, in whole or by reference, describe programs, policies, and procedures for carrying out the ASP. Contractor will maintain such documentation for a minimum of 3 years from the date of creation and make such documentation available upon request to Capital Metro or its agents, and/or to the Federal Transit Administration or other Federal entity or a State Safety Oversight Agency, as defined in 49 C.F.R. 673.5, having jurisdiction.

~~Service Provider shall implement a safety program that adopts the Safety Management System (SMS) approach defined by the FTA and shall submit a comprehensive SMS Plan to CMTA for approval. Service Provider shall implement a safety program that adopts the Safety Management System (SMS) approach defined by the FTA and shall submit a comprehensive SMS Plan to CMTA for approval. CMTA will establish an “umbrella” SMS plan. Service Provider SMS plan must coordinate with the Public Transportation Agency Safety Plan. An Approved SMS plan is required prior to the start of services. Service Provider SMS must coordinate with the agency-wide plan. An approved SMS plan is required prior to the start of services.~~

This SMS plan shall include but not limited:

- ~~• 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 retraining (remedial) provisions~~
- ~~• Fatigue management for bus operators and other shift-work staff, including processes for ensuring limitations to the hours of service for these staff~~
- ~~• Use of an inertia-based camera system for capturing near-accidents and analyzing triggered events, including retraining employees on unsafe driving behaviors and analyzing data regarding near-misses~~
- ~~• 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~~

~~11.1.1 The Service Providers shall ensure that Safety and Operations Managers participate in monthly System Safety meetings with CMTA staff.~~

11.1.2 Service Provider shall **participate in** ~~conduct~~ periodic emergency readiness training and drills. Service Provider shall also participate in such drills at the direction of CMTA.

~~11.1.3 Service Provider's Safety Manager shall obtain DOT Transit Safety and Security Program (TSSP) certification within two (2) years of being assigned to safety management duties under this Contract.~~

~~11.1.4 Service Provider shall provide to its applicable employees a program for post-accident training.~~

11.1.5 **Parking.** The revenue vehicle parking and storage space at the ~~North Operations and Maintenance Facility~~ requires **the Facilities may require** a nose-to-tail parking configuration of all buses. As such, buses will not be individually accessible (i.e. to access one bus, another bus may have to be moved). Contractor is expected to organize their operation in such a manner that takes into consideration such nose-to-tail parking and associated safety precautions.

11.2 Enterprise Risk Management Programs

CMTA has a program and processes for managing risks and pursuing opportunities. Service Provider must have similar processes in place. As part of this program, it is understood that some risks must be accepted to achieve goals and conduct business, while other risks are unacceptable. To this end, CMTA and Service Provider will work together to manage the unacceptable risks, while ensuring that service delivery standards are maintained.

11.3 Safety Equipment

11.3.1 ~~The Service Provider~~ **All Supervisor vehicles** shall have biohazard clean-up and first aid kits. ~~in all supervisor 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.

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

11.3.3 Service Provider shall ensure that all necessary safety equipment is installed, in working order and utilized in the Facility.

11.4 Accident or Severe Incident Procedure

11.4.1 Emergency Notifications. Service Provider must comply with emergency notification procedures **as directed by Capital Metro.** ~~set forth in Attachment – Emergency Notification Procedure.~~

11.4.2 Vehicle & Passenger Accidents. Service Provider must comply with the responsibilities related to accidents and incidents **as directed by Capital Metro** ~~set forth in Attachment – Accident and Incident Scene Responsibilities and Attachment – Accident/Incident Protocols.~~

11.4.3 Service Provider's reporting shall comply with Federal, State and CMTA requirements. See Attachment - Accident Definitions & Criteria for Monthly Reporting. All events classified as an accident or incident 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 policies and procedures. See Attachment - Accident/Incident Report Templates.

11.4.4 The Service Provider's designated accident investigation staff shall respond immediately in person to the above described incidents or accidents and complete an accident investigation. Unreported/discovered vehicle damage shall be reported in the same manner as described in Section ~~44.5.3~~ **11.4.3.** Service Provider shall make every effort to investigate the cause and preventability of unreported damage using Attachment – Preventability Checklist for Unreported Damage.

11.4.5 Details of every vehicle and Passenger accident or incident, including vehicle number, damage estimates to CMTA vehicles, preventability claims, severity category, elapsed hours between the prior work day and time of accident, and hours worked in the previous seven calendar days shall be reported to CMTA in the format

detailed in Attachment - 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 due by 10th Business Day after quarter ends. See Attachment – Quarterly Accident Claims Log.

11.4.6 Accident preventability ~~will be determined by Capital Metro and~~ shall be based on the National Safety Council's (NSC) "Guide to Determine Motor Vehicle Collision Preventability." Whenever preventability determinations are in question, the Service Provider safety staff shall consult with CMTA to reach resolution. CMTA will make the final determination of preventability on all accidents and incidents. Service Provider personnel determining rulings shall have the training necessary to determine rulings per NSC guidelines.

11.5 Safety in the Workplace

11.5.1 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. CMTA will require Service Provider, as deemed appropriate, to comply with additional safety requirements. Such additional requirements shall be provided to Service Provider in writing.

11.5.2 Service Provider shall implement safety rules and procedures **as directed by Capital Metro and** 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 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.
- Develop yard/lot safety policies for the operating facility and submit them to CMTA for approval.
- Manage issues of employee fatigue, including processes to institute limits to the hours of service of Bus Operators.

~~11.5.3 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 SMS, and an Emergency Response Plan as listed in Attachment – Plan Submittal Requirements for review and approval by the CMTA Program Manager, Bus Contracts.~~

11.5.4 Service Provider is required to coordinate its safety efforts with CMTA in the interest of ensuring a seamless approach to the safety of CMTA's system. This includes all efforts to fully implement Safety Management Systems (SMS) as described in the FTA's National Public Transportation safety plan.

11.5.5 Service Provider shall fully promote and support CMTA's Employee Reporting System and Close Call Reporting System. See Attachment - CMTA's Employee Reporting System and Close Call Reporting System. Service Provider shall not implement competing systems that will degrade the effectiveness and universality of these agency-wide systems.

11.5.6 The Service Provider is required to submit an OSHA 300 log detailing industrial injuries to CMTA monthly.

11.5.7 CMTA procedures restrict the use of mobile phones and other personal electronic devices while on duty. CMTA requires a zero-tolerance policy for violations of this procedure. See Attachment – Electronic Device Procedure.

12. SECURITY

12.1 Contracted Security Force. CMTA provides for on-site security personnel to patrol the facility grounds and monitor building access. All Service Provider employees are expected to visibly wear a CMTA issued badge while on CMTA grounds and inside all CMTA buildings. All Service Provider employees will comply with directions given by security department personnel including producing issued access control badges upon demand. Visitors must enter through the main entrance of the Facility and sign in with security. Visitors are required to be escorted while on CMTA grounds or inside CMTA buildings.

12.2 Contracted Local Law Enforcement. CMTA contracts with off duty sworn police officers to provide police assistance for incidents that occur during daily operations. CMTA expects Service Provider's Radio Dispatch to utilize available internal police force for incidents which include but are not limited to; disorderly conduct, passenger intoxication, criminal trespass, theft of services, use of drugs, smoking on a bus or on CMTA controlled property, vandalism, suspicious activity, suspicious packages and vehicle towing.

12.2.1 Major incidents where passengers, operators or public are in imminent harm or danger should be called into 911. After reporting to 911, CMTA's contracted law enforcement should also be dispatched. Major incidents include but are not limited to: passenger, operator or public need of medical assistance, assault, fighting on bus or on CMTA controlled facility, display and/or use of weapons, Bomb Threats or threats against the public.

12.2.2 CMTA's contracted law enforcement officers that have the appropriate commercial driver's license on occasion, will request and operate CMTA's buses for police related duties as approved by CMTA's Chief Operating Officer or his/her designee. Service Provider will cooperate with such requests to make vehicles available for this purpose.

12.3 Cap Metro Public Safety Staff. Service Provider staff will work collaboratively with Capital Metro Public Safety staff, including transit police (future), public safety dispatchers and public safety ambassadors.

13. VEHICLE OPERATOR & OPERATIONS STAFF TRAINING

13.1 The Service Provider shall be **required to utilize Capital Metro's Operations Training Academy as directed by Capital Metro, to ensure all staff are adequately trained and regularly retrained. When receiving training, Service Provider will compensate personnel their applicable standard rates of pay. Capital Metro's Operations Training Academy shall meet or exceed industry standards. Until such time as Capital Metro's Operations Training Academy is implemented the curriculum currently in place and provided by Service Provider will be utilized.** ~~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, Radio and Run Dispatchers, Vehicle Maintenance and Electronics Technicians, and Facility and Building personnel. 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 and applicable in-service evaluations. It is the Service Provider's responsibility to provide additional training if the training requirements are determined by CMTA or Service Provider to be insufficient.~~

~~13.2 The program shall detail the training proposed for incumbent and new Vehicle Operators and operations staff members, including but not limited to Transportation Supervisors, Radio and Run Dispatchers, Vehicle Maintenance and Electronics Technicians, and Facility and Building personnel. 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.~~

- ~~• The program will include a requirement for contractor personnel conducting Safety Facility Audits to be provided OSHA 10 training at a minimum, and OSHA 30 training as the recommended training.~~

- ~~• 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.~~

~~13.3 Service Provider will provide applicable training for all personnel working on the Contract. It is the sole responsibility of Service Provider to ensure that each operator is fully knowledgeable of his/her duties and responsibilities and can operate a bus in a safe and professional manner. It is also Service Provider's responsibility to provide additional training if the training requirements deemed to be insufficient by CMTA or Service Provider.~~

~~13.4 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. Offerors shall provide a detailed outline of the Training Plan with their Proposals. The complete Training Plan shall be submitted to CMTA for review and approval prior to start-up.~~

~~13.5 All training and retraining shall be documented for each employee.~~

~~13.6 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. The Training Plan must include, at a minimum, the following components for all personnel:~~

- ~~● Monthly safety meetings for operators, mechanics and front line supervisory personnel~~
- ~~● Refresher training after all preventable accidents~~
- ~~● Defensive Driving Vehicle Operator Training every two (2) years, such as National Safety Council (NSC) course, or an equivalent course approved by CMTA.~~
- ~~● Vehicle familiarization as needed before operation of vehicle.~~

~~13.7 CMTA will, at its discretion, develop content for particular training modules (e.g. customer service training, etc.). When such content is developed, CMTA is responsible for providing "train the trainer" sessions to orient Service Provider to the objectives of the module, content and intended delivery mechanism. Service Provider is responsible for ensuring that an adequate number of staff participate in these sessions to ensure that the content is only delivered by a trained trainer.~~

~~13.8 CMTA Quality Assurance may attend and audit the training program, training sessions and documentation at any time.~~

~~13.9 No Service Provider employee shall be allowed to operate any branded vehicle before a clear driving motor vehicle record and background check has been completed and verified.~~

~~13.10 The training for Vehicle Operators, Radio and Run Dispatchers, Transportation Supervisors and all other front line operations staff shall include:~~

- ~~● The program must provide formal retraining measures, including criteria for determining the success of retraining efforts.~~
- ~~● All vehicle operations personnel will be trained in the assisting of mobility limited passengers, including the proper securement of passengers in a wheelchair.~~
- ~~● Effects of fatigue on vehicle operation and work performance and strategies for managing fatigue while working irregular shifts.~~
- ~~● Eight Hours of annual customer service refresher training for bus operators, to include diversity and conflict mitigation training.~~
- ~~● Training for bus operators and supervisors at each scheduled service change to ensure all personnel have a working knowledge of the CMTA system.~~
- ~~● All vehicle operations personnel will be trained in assisting passengers with limited mobility, including the proper securement of passengers in a wheelchair.~~

~~13.11 The training program must include training in personal safety, including, at a minimum, theft/robbery prevention, violence in the workplace, assault prevention, and information regarding operator responsibilities included in the FTA's Transit Watch program.~~

~~13.12 Service Provider must incorporate customer service training program that includes at minimum the American Public Transportation Association's (APTA) best practices for customer service training into its new hire and ongoing training program, including but not limited to refresher and remedial retraining. Customer service training requirements may change as improvement opportunities are identified.~~

~~13.13 Persons designated as a "qualified instructor" for bus operator training under the Contract must have a record of safe driving, at least two years of experience driving professionally, and a demonstrated ability to provide high-quality customer service.~~

~~13.14 At a minimum, operator training will consist of the following:~~

- ~~● Acquisition of Class B Commercial Driver's License (CDL) with passenger endorsement, defensive driving, railroad safety (Operation Lifesaver), farebox training including proper log in and off, route training on all routes, pre-trip inspections, deadhead routes, Defect Cards, CMTA accident reports, how to read a paddle, radio procedures, interior bus camera system, including save button, silent alarm procedures, wheelchair securement, proper operation of wheelchair ramps/lift(s) on all series of buses, yard safety and rules, bike securement and rack operation.~~

- ~~● Prior to release from training to operate in revenue service, operators must have a working knowledge of all routes and procedures.~~

- ~~● Prior to release from training to operate in revenue service, operators must have received a minimum of eight (8) hours Sensitivity Training with regards to handling persons with disabilities.~~

~~**13.2** No operator will be allowed to operate equipment in CMTA service until the successful completion of the training necessary to properly operate the vehicle type **and route** to which the operator will be assigned, as documented and signed off by a qualified instructor **as determined by Capital Metro. Service Provider Run Dispatchers are required to ensure that all assignments comply with this requirement.**~~

~~**13.3** **No maintenance employee will be allowed to perform repairs or inspections for which they have not been fully trained as required by Capital Metro . Service Provider Shop Supervisors are required to ensure that all work assignments comply with this requirement.**~~

~~13.15 **13.4 Service Provider supervisors** A qualified instructor or supervisor will evaluate each operator employed under the contract at least once every six (6) months, which includes documented **on-the-job**/in-service evaluations, license and medical certificate checks.~~

~~13.16 Service Provider shall ensure all operators complete the training requirements specified in the Contract.~~

~~13.17 CMTA must approve all exceptions to the required minimum training standard in writing.~~

~~13.18 Radio and Run Dispatchers must receive the applicable training on use of the Radio Console, Xerox OrbCAD and Trapeze OPS systems. Training must be complete enough for all dispatch personnel to fully utilize the systems.~~

~~13.19 Personnel assigned work that requires asset management system and other system data entry shall have the adequate training that will assure system records and reports are available as designed.~~

14. SERVICE QUALITY AND PERFORMANCE INDICATORS

14.1 Service Provider is required to manage its business in ways that maximize the customer experience at all times. Service Provider must work to continuously improve its processes and procedures for the benefit of the customer experience,

14.1.1 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. The Service Provider shall provide sufficient **transportation Road Supervisor** coverage in the Service Area to ensure an appropriate response time as ~~determined~~ **directed** by CMTA.

14.1.2 Service Provider shall manage the daily availability of vehicles and operators to facilitate the speedy restoration of service in the event of a service disruption.

~~14.1.3 Service Provider shall establish procedures for handling mechanical issues on in-service buses that minimize the impact on service.~~

~~14.1.4 Service Provider shall investigate and analyze incidents and customer comments to identify the root cause of recurring problems and adjust processes and procedures accordingly.~~

14.1.5 Additional Customer Support. Service Provider is required to provide personnel a **Transportation Road Supervisor** to support the Capital Metro customers at Republic Square Southbound from 6:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 7:00 p.m. Monday through Friday. This staff member will be knowledgeable of all Capital Metro services, **procedures** and provide proactive support of customers in the area. This staff member is also required to support the Operations Control Center staff in handling service interruptions in this area. This staff member must support all Capital Metro services, including those operated by other service providers.

If directed by CMTA, Service Provider is required to **deploy Transportation Road Supervisors to additional locations.** ~~add additional personnel to support the Capital Metro customers, including but not limited to customer field support staff. Should CMTA decide to issue such a directive, CMTA will work collaboratively with Service Provider to develop the scope for such an effort. Price for the effort will be negotiated at the time, using the pricing details provided in Exhibit A Revised 3 as the basis of calculating the incremental cost increase for the directed change.~~

14.2 CMTA reserves the right to monitor Service Provider in its performance of the Contract. CMTA **employees and** representatives, ~~from time to time,~~ will ride in CMTA-furnished, Service Provider-operated vehicles with or without prior notice to Service Provider to ensure compliance with the Contract. CMTA Contract Oversight Staff functions include, but are not limited to: administration of contract monitoring plans, operations and vehicle maintenance quality assurance audits (remote, records and in-service), assessing PDC's **reporting** and reviewing Service Provider invoices to accurately compensate for work performed.

14.3 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

14.4 The Service Provider is expected to meet or exceed the performance metrics as outlined in this Contract on a 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~~ **amount** 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.

14.5 **CMTA Contract Oversight Operations and Maintenance Quality Assurance.** ~~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 audits, and yard audits, and audits of maintenance activities. The results of these audits shall be rated and recorded. Deficiencies noted require a written response from the Service Provider.~~ **Service Provider and Capital Metro staff will work collaboratively to address issues identified during oversight activities.**

14.6 **Key Performance Indicator PDCs.** Service Provider will be eligible to be paid incentives and will be subject to disincentives based upon monthly performance. Details regarding the structure of the incentive and disincentives are provided below. Notwithstanding the foregoing or any other provision of this Contract to the contrary, Service Provider shall not be assessed PDCs or disincentives related to any functions that are within CMTA's oversight responsibilities unless CMTA can demonstrate that Service Provider has failed to comply with its obligations under this Contract that caused the performance failure.

The following information is provided as a general overview of the methodology that will be used to measure performance, as well as the general magnitude of the penalties associated with performance.

Service Provider incentives and penalties imposed by CMTA will be applied to the monthly total dollar amount of ~~service hours invoiced~~ plus the **variable and** fixed fee. Incentives and penalties are assessed one month in arrears. Goals, incentives and penalties are set forth below:

On-Time Performance. An on-time trip is one that departs 0 minutes early and no more than 5 minutes late.

On Time Performance	Incentive/ Penalty
84.5% and above	0.25% 0.10%
83.00% to 84.49%	0.00%
78.50% to 82.99%	-0.25% -0.10%
78.49% and below	-0.50% -0.15%
Goal	83.00%

Miles Between Road Calls. A Road Call is any failure of any component or system on a vehicle that causes the vehicle to be unable to complete its scheduled service without repair.

MBRC	Incentive / Penalty
5800 and above	0.25% 0.10%
5,500 to 5,799	0.00%
5,200 to 5499	-0.25% -0.10%
5,199 and below	-0.50% -0.15%
Goal	5,500

Complaints. This performance goal will be measured per 100,000 passengers as measured by monthly counts of documented customer complaints. Ridership will be provided by the CMTA Planning Department. All complaints logged in the CMTA Customer Service database regarding Contractor’s service will be counted in this measure.

Complaints	Incentive / Penalty
26.99 and below	0.25% 0.10% 0.05%
27.00 to 30.00	0.00%
30.01 to 32.00	-0.25% -0.10% 0.05%
32.01 and above	-0.50% -0.15% 0.075%
Goal	30

Total preventable accidents per 100,000 Vehicle Miles. An accident is any contact with an object, vehicle or person which results in property damage or injury. A preventable accident is one in which the driver failed to do everything that reasonably could have been done to avoid the crash, as defined by the National Safety Council’s Guide to Determine Motor Vehicle Accident Preventability. Final determination of preventability is at the sole discretion of CMTA.

Accident Rate	Incentive / Penalty
0.90 and below	0.25% 0.10%
0.91 to 0.98	0.00%

0.99 to 1.25	-0.25% -0.10%
1.26 and above	-0.50% -0.15%
<u>Goal</u>	<u>0.98</u>

14.6.1

Overall Performance	Incentive
If the goal is met for all Key Performance Indicators listed above	0.50%

14.6.2 CMTA will periodically meet with the Service Provider to consider its input on performance goal adjustments. Operational measures include on time performance, passenger complaints, vehicle accidents/collisions, passenger accidents/injuries, and miles between road calls. CMTA shall have the final say in the setting of performance indicator goals.

14.7 **Performance Monitoring.** The Service Provider shall develop and submit a Performance Monitoring Plan after contract award. This plan shall include, at a minimum, details regarding how the Service Provider will:

- Monitor daily operations, including, but not limited to, Vehicle Operator check-in, pull-out, Safety, schedule adherence, pull-in, etc.
- Oversee Radio and Run Dispatch functions to include (but not limited to) service delivery, schedule adherence, 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, safe operation, etc. (Include specific reference to Attachments (Service Bus Stops, Passenger interactions, etc.).)

14.7.1 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.

~~14.8 **Mystery Rider Program.** Service Provider shall implement a plan for periodic inspections of bus operator performance by outside persons otherwise not known to the workforce. Service Provider shall prepare a written plan for this activity for CMTA's approval prior to beginning services under the Contract. Mystery riders must ride the service on different routes, different times of day, and different days of the week each month. Any "Poor" rating shall include a comment describing reason for the poor rating. Total time spent on the service by mystery riders should reach a minimum of 1% of service hours provided in that month.~~

14.9 **Employee Survey.** Periodically, CMTA conducts surveys of employees (of both the Authority and its Service Providers) to gain insight into overall management of CMTA operations. Service Provider is required to encourage participation in such surveys by all its employees and to cooperate with and coordinate the administration of such surveys.

14.10 **Service Data and Performance Monitoring Tools.** Service will be monitored and measured using a CAD/AVL system, OrbCAD, **Swiftly**, Trapeze and other system reports. These systems will be provided by CMTA. The following requirements and associated PDC's have been established to ensure accurate data is available to CMTA and CMTA customers.

~~14.10.1 Service Provider must enter all Service and service impacting related data into the CAD/AVL system (e.g. service loss, service interruption delay, accident and incident and security information, maintenance failures, customer incidents, etc.), in accordance with the OrbCAD/AVL Operational Procedure document and any updates during the term of this contract. See Attachment — OrbCAD/Operational Procedure.~~

14.10.2 All vehicles which leave the yard must be logged in the OrbCAD system.

14.10.3 All vehicles must remain logged in while off site and while in service. Through the course of a transit day vehicles must be logged off a specific Block and another vehicle logged on in its place. Such log offs and logons must be managed to reduce the amount of time in which no data is being associated with that service. ~~Failure to have a Block logged in for a period exceeding 10 minutes will result in a PDC of \$50 per occurrence.~~

~~14.10.4 When a bus is running more than 5 minutes and 59 seconds behind schedule, bus operators must provide a canned data message explaining the reason for the delay. See Attachment — OrbCad Procedure.~~

14.10.5 To ensure that services operate in a timely manner, Service Provider is expected to ensure that all Blocks start service on time. A ~~queue bus or~~ **run as directed bus** may be used in place of the regularly scheduled bus to enter service at the first scheduled time point on time (no more than 5 minutes late). ~~Service provider Radio Dispatch shall manage a Block estimated to arrive late in a manner that reduces service impact and determine the time point to direct late Block to, based on the following Block's estimated arrival.~~ Failure to enter service at the first scheduled time point on time (no more than 10 minutes late) will result in a PDC of \$100 per occurrence.

14.10.6 All service not operated (e.g. lost time) must be properly and accurately documented in the OrbCAD system. ~~Any service not operated will not be compensated.~~

14.10.7 Service Provider is encouraged to utilize service recovery queue buses as a mechanism to avoid delays and reduce lost time in the event of mechanical failures and vehicle accidents.

~~**Service Recovery Q Buses:** Vehicle hours for service recovery queue buses are at the Service Provider's expense and will not be reimbursed by CMTA. Any gaps in service (e.g. mechanical failures, vehicle accidents, etc.) will not be compensated. The use of a service recovery queue bus mitigates lost service and is noted as recovered service. The proper use of a service recovery queue bus is to be done in a seamless way, such that all portions of the route receive complete service. Service Recovery Queue Bus hours are not compensated unless assigned to a revenue service Block (i.e. recovered service).~~

Capital Metro, at its discretion, will schedule Supplemental ~~Queue buses and~~ Run-as-Directed ~~Queue~~ buses.

Run as Directed: Run-as-Directed Queue buses are scheduled daily and utilized to improve bus spacing, relieve overcrowding, and alleviate customer-facing schedule concerns, as directed by Capital Metro.

Supplemental: Supplemental queue buses are scheduled when events, detours or other planned activity is expected to increase the demand for service.

~~Run-as-Directed Queue buses are scheduled daily and utilized to improve bus spacing, relieve overcrowding, and alleviate customer-facing schedule concerns, as directed by Capital Metro.~~

Supplemental Queue ~~buses and~~ Run-as-Directed Queue buses are considered scheduled service and are paid at the per hour rate established in the most current Exhibit A-Revised-3.

~~14.10.8 Service Provider is required to explain all periods of "off route" status for any vehicle by creating an OrbCAD Incident Report. The exception to this requirement is when an off-route status is on the "Established Off Route Data Error List" maintained by CMTA for erroneous off route statuses that have previously been documented and determined to be caused by schedule data that CMTA is working to correct. If the Service Provider suspects~~

that an off-route status is caused by erroneous data but is not on the "Established Off Route Data Error List" the Service Provider will create an OrbCAD Incident Report using the "Erroneous Off Route" sub-code until such time that CMTA adds it to the "Established Off Route Data Error List."

~~14.10.9 Failure to properly and accurately document an incident, in the applicable systems including but not limited to OrbCAD, Infor, and other documentation systems, and including but not limited to failure to accurately reflect change out buses, lost time, or service interruptions and incident response details delays will result in a PDC of \$100 per occurrence. The PDC will not apply until after the seventh day of the incident, which represents the time allowed to accurately reconcile and finalize incident entries.~~

14.11 **Exceptions and Extensions.** From time to time, situations will arise wherein a factor outside of the control of the Service Provider will impede performance. When such a situation arises, the Service Provider are eligible for an exception or extension, consistent with the provisions set forth in Exhibit E-Revised-6, 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, 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. See Attachment - Contract Performance Exception Request. 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/her designee, review the request. CMTA retains sole discretion in approving all exceptions or extensions.

15. FACILITY, BUILDING AND EQUIPMENT MAINTENANCE

15.1 Service Provider shall provide ~~twenty-four (24) hour building maintenance services and~~ be responsible for the ongoing routine and preventive maintenance of CMTA's buildings and equipment **at the direction of Capital Metro**. The Service Provider shall fulfill the requirements of the Contract. Service Provider shall be responsible for **performing** the **assigned** building maintenance **activities** of the 2910 Vehicle Maintenance **building**, Service Island building and Administration building, Administrative Annex located at 624 N. Pleasant Valley, 9315 Old McNeil Administration and Maintenance Building, Service Island Building, and Rail Maintenance Facility. ~~Maintenance items shall include, but limited to 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.~~

~~15.2 Service Provider shall be responsible for the entirety of all sites, except where otherwise identified in the Scope of Services. The Service Provider shall submit a Facility, Building and Equipment Maintenance Plan that describes how the Service Provider will meet the requirements of the CMTA Facility, Building and Equipment Maintenance Program. This plan shall include detailed description of work that the Service Provider will undertake to ensure they meet the requirements of the Program. The plan shall also include details for the provision of periodic driver safety training, forklift operator certification and refresher training for up to twenty-five (25) Public Facilities and Treasury personnel. This Plan must be approved by CMTA prior to the commencement of service and reviewed annually.~~

15.3 CMTA will provide existing major shop equipment such as bus lifts, portable bus lifts, jack stands, special tools, portable fans, specialized test equipment a/c servicing machines, needed for the performance of the Services. ~~See Attachment Building, Equipment, PM Program and Tool List. (The attachment contains a listing of assets, the PM narrative for the asset at various frequencies, and the total Building Maintenance labor hours anticipated to fulfill the program).~~ CMTA will be responsible for catastrophic failure of major systems and large equipment that is not the result of Service Provider's actions, or abuse, misuse, neglect, or negligence.

15.4 Service Provider is responsible for **performing** maintenance of the fuel delivery system, including pumps, dispensers, valves, piping monitors and fuel management, **as directed by CMTA**. CMTA will maintain the fuel management software and back end systems. Service provider is responsible for learning and understanding the fuel management software as it pertains to preventive maintenance and repairs.

15.5 Service Provider is responsible for **performing** the preventive maintenance program on all building systems **at the direction of Capital Metro**, and the shop and garage equipment. CMTA will identify the Preventive Maintenance Inspections required for all facilities. See Attachment – Building and Equipment PM Program.

15.6 Service Provider will be responsible for bird control and bird equipment in the maintenance shop areas and must maintain the bird control system.

15.7 CMTA will have no responsibility for the maintenance of shop, major shop equipment, air handling equipment, bus lifts, paint booths, heaters, water piping, bus wash, air compressors, oil and grease delivery systems, or any such equipment. It is expected by CMTA that this type of equipment will last the term of this contract with proper care and maintenance. It is the Service Provider's responsibility to provide for the care and maintenance of all such equipment.

15.7.1 CMTA will be responsible for the portion of the major repairs and catastrophic events that exceed \$8,000 to equipment approved by CMTA, such as, 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 will detail the scope of the needed repair or replacement and provide adequate documentation (up to three quotes) that the cost exceeds \$8,000. CMTA reserves the right to direct Service Provider to perform such repairs.

15.8 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. Service Provider will follow the preventative maintenance program for any such systems or equipment and facility. Items that arise outside of the Scope of Services, will be handled as an additional cost to CMTA, but require CMTA's prior written approval. Any such costs shall be reimbursed as a pass through. The Service Provider will assist with coordinating activities to address the solution. Examples of items that would be outside the scope (if not caused by Service Provider): underground storage tanks, separators, piping, roofs, foundations, concrete, and electrical wiring up to the breaker panels.

15.9 Service Provider shall staff for Building Maintenance **consistent with the minimum staffing levels established by Capital Metro per paragraph 8.2** with sufficient technicians to accommodate the **work assigned by Capital Metro**, PM and Corrective work detailed in Attachment – Building Equipment PM Program. This attachment provides an overview of Building Maintenance hours required to fulfill the program. The labor hours in this attachment represents the anticipated Building Maintenance PM Inspections, PM repairs and other corrective and miscellaneous work for the provided facility and for the CMTA Administrative Annex at 624 N. Pleasant Valley Road. Ad-hoc work requests by CMTA will be considered as within the scope of work, including but not limited to, signage, white boards, desk repairs, painting, picture hanging etc.

15.10 As part of the Proposal response, an Offeror shall provide sample job descriptions for Building Maintenance Technicians, and how the Offeror tests candidates or ensures candidates meet the requirements of the job descriptions.

15.11 Service Provider shall assume that equipment is in various stages of life cycles, and that replacement of some tools and equipment is considered normal. Service Provider must return like inventory of shop equipment at the end of Contract in good usable condition. Service Provider is responsible for any replacement and/or repair of shop tools and equipment.

15.12 CMTA will be responsible for major systems such as roofs, asphalt and concrete repairs, and major underground storage tank repairs. This does not include preventive maintenance or repair work. 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 transit vehicle fuel tanks.

15.13 CMTA shall provide the following "Service Contracts" for the Service Provider to use to fulfill the applicable service, however the Service Provider shall be responsible to ensure the communications to each contractor is met to fulfill the applicable service requirements. Failure to sufficiently communicate with a contractor may result in a PDC of \$200.00 per incident.

~~15.13.1 CMTA will provide for a contract for HVAC maintenance. Service Provider shall coordinate maintenance activities for HVAC systems with CMTA's designated Service Provider. See Attachment CMTA Provided Building Services for details regarding the services provided by this contract.~~

~~15.13.2 CMTA will provide for a contract for landscape maintenance. See Attachment CMTA Provided Building Services for details regarding the services provided by this contract.~~

~~15.13.3 CMTA will provide for a contract for janitorial service. 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) separately from the janitorial service contract. Each incident of failure to maintain clean work areas will result in a \$200 PDC. See Attachment CMTA Provided Building Services for details regarding the services provided by this contract.~~

~~15.13.4 CMTA shall provide, at its discretion, other service contracts as needed, and Service Provider will provide the same oversight duties.~~

15.14 **Building Maintenance Preventive Maintenance (PM) Inspections and the Asset Management System (currently Infor Spear4i).** CMTA will provide training on its Asset Management System and Service Provider shall be required to use the system to document manage routine and preventive maintenance work programs.

15.14.1 Preventive Maintenance Inspections are required for facility systems and equipment. Past due inspections will result in a \$100 PDC per day and shall be charged this amount each day until the inspection is performed to the satisfaction of CMTA.

15.14.2 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 Contracted PM and WO Requirements (may change with new software program).~~ 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. Failure to correct/address a corrective action request within twenty-four (24) hours of receipt will result in a \$100 PDC per day until the Service Provider corrects or addresses the issue to the satisfaction of CMTA.

15.14.3 Service Provider shall review, fully complete, and close all preventative maintenance work as directed by Capital Metro, within fourteen (14) calendar days. ~~Unless an exception is approved, failure to have standard preventative maintenance work fully completed and closed within the fourteen (14) calendar day period will result in a \$100 PDC per day until the Service Provider corrects or addresses the issue to the satisfaction of CMTA.~~

15.15 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 as directed by Capital Metro, but not later than fourteen (14) days after the date provided in the Asset Management System. Failure of Service Provider to address and perform the required preventative maintenance work correctly within the time frame will result in a \$400 PDC per day until the Service Provider corrects or addresses the issue to the satisfaction of CMTA.

~~15.16 Preventive Maintenance (PM) Inspections are required for facility systems and equipment. PM inspections that are performed past due will result in a \$100 PDC per day per inspection missed.~~

15.17 Corrective work will be addressed immediately in cases of critical equipment as directed by Capital Metro, and in any case, no later than seven days (7). Corrective work that goes beyond fourteen (14) days, without specific approved extension, will result in a \$100 PDC per day per occurrence. Extensions will not be approved if submitted after the first seven (7) days. This shall include extension approval dates or denied extensions. Extensions shall follow the current approval process. Examples include, but are not limited to spills, permit failures or downed equipment.

~~15.18 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.

~~15.19 Service Provider shall maintain all protective fire systems. CMTA will provide fire panel annual inspections under a separate contract and Service Provider shall provide access to the fire panels. 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 (recharging, 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.~~

~~15.20 Service Provider shall make every effort to reduce waste, recycle waste, and reduce carbon footprint 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 and tested after treatment before disposal. Sludge water shall be treated until it does not show any oil sheen and tested and disposed to sanitary sewers in accordance with applicable laws. Once tested, sludge shall be approved by the landfill, and shall be documented in the biannual report. CMTA reserves the right to approve the process used for sludge treatment and testing used by the Service Provider.~~

~~15.21 Equipment and tools are subject to inspection and audit at any time by CMTA during the contract. Failure to maintain tools and equipment will be cause for CMTA to put such equipment out of service until repaired. Such action does not relieve Service Provider of responsibilities for service delivery.~~

~~15.22 **Replacement of Special Hand Tools.** The replacement of an asset such as a special tool that is designed to be a hand tool for specialized work by a mechanic/technician is the responsibility of the Service Provider. The special hand tool is typically identified uniquely by an OEM repair manual.~~

~~However, if all of the following criteria has been met, CMTA will assume responsibility for the cost of its replacement:~~

- ~~• The tool must be replaced as result of it not able to remain in usable condition through preventive maintenance, and the cost of repair is 50% or more of the replacement cost.~~
- ~~• The tool has failed despite on-time preventive maintenance.~~
- ~~• There has not been abuse or misuse by Service Provider employees.~~
- ~~• The retail cost of the tool or equipment, in its unit price, exceeds \$8,000.~~

~~The limit of \$8,000 is per item or occurrence and shall be subject to Service Providers' not to exceed pricing indicated in the most current Exhibit A-Revised-3 Pricing Schedule, depending on each case.~~

~~The Authority shall have final approval of any such replacement. Items so replaced shall become the property of CMTA and shall be the responsibility of the Service Provider to maintain.~~

~~15.23 **Replacement of Shop Equipment.** Service Provider is responsible for the replacement of shop equipment. However, if all of the following criteria has been met, CMTA will assume responsibility for the cost of its replacement:~~

- ~~• A replacement of an asset / equipment (not a hand tool) that must be replaced as a result of it not being able to remain in usable condition through preventive maintenance.~~
- ~~• The cost of repair is 50% or more of the replacement cost.~~
- ~~• The equipment item is used to perform repair and maintenance functions on buildings or vehicles. The equipment may also be an asset that supports building functions, such as pumps, compressors etc.~~
- ~~• The equipment has failed despite on-time preventive maintenance.~~
- ~~• There has not been abuse or misuse by Service Provider employees.~~
- ~~• The retail cost of the equipment, in its unit price, exceeds \$8,000.~~

The limit of \$8,000 is per item or occurrence and shall be subject to Service Providers' not to exceed pricing indicated in ~~Exhibit A-Revised-3 Pricing Schedule~~, depending on each case.

~~15.23.1~~ The Authority shall have final approval of any such replacement. Items replaced shall become the property of CMTA and shall be the responsibility of the Service Provider to maintain.

~~15.24~~ Failure of the Service Provider to perform the maintenance of equipment and tools on time will be cause for CMTA to order the equipment to be placed out of service, and necessary repairs to be performed in an expedient manner under CMTA's direction at the Service Provider's expense. Such action shall not relieve the Service Provider of their obligation to perform Services under the Contract.

~~15.25~~ **Storeroom and Parts Inventory.** Service Provider shall manage the storerooms including the procurement and stocking of replacement parts, supplies, and specialized tools, for the building and equipment assigned under this contract. As composition changes through the contract term, Service Provider shall adjust inventory and tooling as needed. Service Provider shall manage the inventory using CMTA's EAM. CMTA reserves the right to utilize limited space in the storeroom for CMTA equipment and supplies, as needed.

~~15.25.1~~ Service Provider shall maintain inventory levels to prevent requests for extensions for repairs based on parts. If inventory is used as the reason for such extensions, the extension will be restricted to 7 days. Repairs not made after the approved extension will result in a \$500 PDC each week until repairs are made.

15.26 Service Provider shall provide good housekeeping to all areas of CMTA's property used by the Service Provider, including 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 **as directed by Capital Metro**. Failure to keep areas cleaned shall result in a \$200 PDC per incident found.

~~15.27~~ All lighting shall be maintained by Service Provider including, but not limited to, shop lights, parking lot lighting and exit signs. Replacement parts shall be kept on hand to avoid long down times.

~~15.28~~ Service Provider shall maintain all grease traps, if applicable, and have them serviced every ninety (90) calendar days. All drain lines 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.

~~15.29~~ Service Provider 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 stripes.

~~15.30~~ 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.

~~15.31~~ Service Provider shall maintain all existing signage and replace when needed due to wear or damage. Name plates and room numbers shall be created by the Service Provider.

~~15.32~~ In addition to all PDC assessments included in this Section, the following PDCs will be assessed due to Service Provider's delays, negligence, or unsatisfactory performance:

- ~~In the event CMTA must rent facility space or equipment: \$300.00 PDC per day.~~
- ~~In the event CMTA must replace or repair equipment or structures: \$600.00 PDC per day and Service Provider will also pay for the cost of replacement or repair.~~

~~15.33~~ **CMTA Furnished Equipment.** CMTA will provide the Service Provider with the listed on: Attachment Building, Equipment, PM Program and Tool List.

15.34 **Safety Data Sheets (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.

16. VEHICLES

16.1 **Vehicle Use and Responsibilities.** The Service Provider shall not use or permit the use of 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. 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 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.~~

16.2 **Fleet Composition.** CMTA shall provide a vehicle mix of accessible cutaway vans, transit buses, and over-the-road buses to be operated by the Service Provider. A detailed list of the current fleet is in Attachment - Fleet Inventory. CMTA reserves the right to change the composition of the fleet at any time. The Service Provider shall be required to procure all support vehicles as needed and as outlined in the "Service Provider Non-Revenue Vehicle Requirements" section below.

16.2.1 **Emerging Technology Buses.** CMTA ~~has initiated~~ **is pursuing** the implementation of battery electric buses and **will continue to pursue** the testing and implementation of other emerging technologies such as autonomous and semi-autonomous vehicles, fast charge battery systems, on route charging of battery electric buses, hydrogen range extenders, and so on. The service provider shall facilitate the adoption of emerging technologies by actively participating in **Capital Metro's** programs designed to insure the success of these new kinds of buses, to include for example: participating in CMTA-provided basic and specialized training, the formation of dedicated maintenance teams, the collection and reporting of performance data, the participation in routine meetings, and the development and implementation of new procedures, processes and protocols necessary to ensure the safety and reliability of the new technology buses. These changes to the fleet will directly and indirectly affect all areas of the operation, maintenance and servicing of CMTA's fleet. ~~CMTA anticipates the delivery of approximately forty (40) battery electric transit buses between the fiscal years of 2020 and 2024. In advance of such implementation, CMTA will work collaboratively with Service Provider to develop the scope for such an effort. Price for staff training and necessary support equipment negotiated at the time, using the pricing details provided in the most current Exhibit A-Revised-4 as the basis of calculating the incremental cost increase for these items.~~

~~16.2.1.1 Reimbursement for Emerging Technology Activity. – CMTA has placed orders for battery electric buses and chargers to be delivered to the **Service Provider service provider.** These will become a standard part of the transit bus fleet, used to provide daily service. In preparation for operating and maintaining this Emerging Technology, as discussed in Exhibit F, Revised-6, Section 16.2.1, CMTA will provide assistance with staff training and necessary support equipment. This assistance will be in the form of reimbursements for approved expenses.~~

~~16.2.1.2 Term of Reimbursable Actions. – Requests for reimbursements may be submitted for any qualified reimbursable activity that occurs throughout the base period of the contract. Reimbursable requests may be submitted for training Tools, equipment, or parts that were purchased prior to the execution of modification 2, however, are subject to review and approval by CMTA. Authorization for reimbursables shall be obtained prior to incurring the cost.~~

~~16.2.1.3 Special Staff Training. – The Service Provider shall be reimbursed for CMTA-approved specialized training of staff, including bus operators, vehicle mechanics, building technicians, service island~~

~~attendants, supervisors, and trainers. Training will be reimbursed on a per student, per class, hourly basis at the blended hourly rates detailed in Mod #2. Students must be present and attend the whole class for reimbursement to be paid. When an inhouse trainer teaches the class, the cost of the trainer will be reimbursed. The hourly rates shall include all incremental costs associated with the training, including student wages, overhead, record keeping, course preparation, course materials, supplies, set up time, and class oversight. The Service Provider shall seek authorization from CMTA prior to scheduling or hosting reimbursable training classes by submitting a request to include class description, schedule, agenda, class roster, and total reimbursable cost. CMTA will review the submitted information and decide if the class is eligible for reimbursement. Failure to obtain prior approval in writing may result in non-reimbursement.~~

~~16.2.1.4 Special Equipment, Tools, and Spare Parts. The Service Provider shall be reimbursed the pure pass-through cost for CMTA-approved specialized equipment and tools, and for specialized spare parts to be kept in inventory. The pure pass-through cost shall be limited to cost of the item and associated freight and shall not include handling charges or mark-up by the Service Provider. Specialized equipment and tools are those necessary for the diagnosis and repair specifically of the emerging technology on the buses and the chargers. Only equipment and tools that are necessary and unique to the emerging technology will be eligible, and the use of these reimbursed items shall be limited to maintenance activities on the emerging technology. Spare Parts specific to the emerging technology and which have capital costs over \$500.00 per item, or lead times which exceed two weeks, may be eligible for reimbursement. Spare Parts are limited to those that are unique to the emerging technology, such as traction motors, voltage inverters, electrical contractors, and so on, and does not include items that are typically found on traditional technology buses, such as body panels, windows, door motors, and so on. Reimbursed spare parts shall be kept in inventory and shall be replaced in inventory upon use. The spare parts shall remain the property of CMTA and shall be returned to CMTA upon CMTA's request. The Service Provider shall seek authorization from CMTA prior to making any purchase of equipment, tool, or spare part by submitting a detailed description, a vendor quote, the intended purchasing source, a plan for keeping and maintaining, and the total reimbursable cost. CMTA will review the submitted information and decide if the purchase is eligible for reimbursement. Failure to obtain prior approval in writing may result in non-reimbursement.~~

~~16.2.1.5 Emerging Technology Activity Documentation. In addition to existing contractual requirements for record keeping, the Service Provider shall keep a detailed record of staff trained in Emerging Technologies, and of all special equipment, tools and spare parts purchased.~~

16.3 Non-Revenue Vehicle (NRV) Requirements

16.3.1 Support Fleet Inventory. Service Provider shall supply all NRVs for **Road/Street** Supervision, Vehicle Operator Relief, Maintenance Service calls, and other use by Service Provider's staff. The vehicles 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. CMTA does not intend to assume ownership of the NRV's procured by the Service Provider at the end of the Contract.

16.3.2 Support Fleet Branding. All NRVs provided under this Contract shall have a white exterior unless a change is approved by CMTA to ensure uniformity of appearance. Vehicles shall be decaled at the cost of the Service Provider with CMTA approved branding as outlined in the CMTA policies and procedures and defined in Attachment – Graphic **Identity** Identity and Fleet Branding Policy. ~~A logo identifying the Service Provider is allowed on non-revenue vehicles, but the design must be approved in advance by CMTA.~~ Branding must receive final approval from the CMTA Marketing Department prior to installation. Upon termination of the Contract, **or retirement of a vehicle**, the Service Provider must remove all CMTA related branding and numbering at the Service Provider's expense.

16.3.3 Supervisor Vehicle Configuration. **Street Road** Supervisor vehicles shall be equipped with a full-size light bar on the roof, a biohazard cleanup kit, first aid kit, fire extinguisher, warning triangles, and be configured to safely transport from two (2) to six (6) passengers. At least two (2) of the Street Supervisor vehicles must be wheelchair accessible. **At least two (2) vehicles must be equipped with equipment to detect low hanging limbs and other clearance impediments.**

16.3.4 **Relief Vehicle Configuration.** Vehicle Operator Relief vehicles shall be equipped with a fire extinguisher, and warning triangles.

16.3.5 **Maintenance Vehicle Configuration.** Maintenance Service vehicles shall be equipped with a full-size light bar, fire extinguisher, and warning triangles. At least one vehicle at each garage must be equipped with a spill response kit and equipment.

16.3.6 **Staff Vehicle Configuration.** Staff vehicles shall be equipped with fire extinguisher and warning triangles.

16.3.7 **Non-Revenue Vehicle Maintenance.** Service Provider shall be responsible for all maintenance and repair of non-revenue vehicles supplied by Service Provider to ensure they are kept safe, reliable and clean at the direction of CMTA. CMTA reserves the right to review maintenance and safety records and practices of all support vehicles and to remove them from service as determined necessary by CMTA.

16.3.8 **Non-Revenue Vehicle Usage.** Non-Revenue Vehicles shall not be used for regular revenue service, but **Street Road** Supervisor vehicles may be used for extraordinary service to transport passengers.

16.4 Revenue Vehicles Requirements

16.4.1 **Revenue Fleet Inventory.** CMTA shall supply all revenue vehicles required to meet revenue service.

16.4.2 **Revenue Vehicle Usage.** The Service Provider shall use the vehicles supplied by CMTA as required under this Contract and consistent with terms and conditions outlined in this Contract. CMTA supplied revenue vehicles shall only be used for the transportation of CMTA customers, unless specifically directed to do so otherwise by CMTA.

16.4.3 **Fleet Spare Ratio.** CMTA will provide an adequate number of vehicles to the Service Provider to assure a spare ratio of at least eighteen percent (18%) but not exceeding twenty percent (20%). ~~spare ratio (+/- two percent).~~ The Service Provider's spare ratio is the number of spare vehicles divided by vehicles required for annual maximum service, across the fleet as a whole.

16.4.4 **Fleet Replacement Schedule.** Cutaways are kept for seven (7) years, transit buses are kept for fourteen (14) years, and over-the-road buses are kept for sixteen (16) 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.

~~16.4.4.1 At the start of the contract, thirty three (33) transit buses and six (6) commuter coaches will remain in service beyond their scheduled life. The vehicles transit buses will be replaced in fiscal year 2020 which is 5 years beyond the plan, and the commuter coaches will be replaced in FY 2021 which is 2 years beyond the plan. The scheduled engine and transmission replacements on these vehicles will be reimbursed by CMTA on a pure pass through basis. The Service Provider will be required to support CMTA in monitoring the health of these components and CMTA will direct the Service Provider if and when to replace these components.~~

16.4.5 **Fleet Changes.** CMTA may assign additional vehicles at any time during the term of this Contract by giving ten (10) days' written notice to the Service Provider of CMTA's intention to assign additional vehicles. 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. CMTA shall be responsible for the selection of vehicles to be assigned and returned.

16.4.6 **Vehicle Storage.** Service Providers shall ensure that vehicles used under this Contract are stored on the provided storage yard while not in service.

~~16.4.7 **AM/FM Radios.** Service Providers shall ensure vehicle AM/FM radios are disabled on all revenue vehicles, if applicable.~~

16.5 Delivery of CMTA Vehicles to Service Provider

~~16.5.1 **Vehicle Delivery Overview.** Upon commencement of Contract, or as additional vehicles are assigned to the Service Provider, the Service Provider shall receive each CMTA vehicle after the vehicle has been thoroughly inspected by both CMTA and the Service Provider jointly, except for newly built vehicles being delivered from the factory which will be signed off by CMTA at the factory and separately inspected by the Service Provider upon delivery. Joint inspections, when required, shall occur no more than sixty (60) ~~ninety (90)~~ days prior to the date of vehicle delivery, and attendance by Service Provider shall be mandatory. 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 and shall supply digital photographs for each vehicle inspected. CMTA reserves the right to engage a third party to assist in vehicle inspections, at the expense of CMTA.~~

16.5.2 **Vehicle Warranty.** 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 **past vehicle maintenance or** the vehicles, including without limitation the body, engine, transmission, drive train, other mechanical parts, electrical systems, any accessories and all options on the vehicles.

16.5.3 **In Processing Responsibility.** The Service Provider shall be responsible for receiving and in processing of vehicles, whether at the commencement of the Contract, as assigned during the course of the contract, or as new buses are delivered from the bus OEM, prior to putting the vehicle into revenue service. Receiving and in processing tasks include but are not limited to transferring or installation of in-lifecycle equipment such as onboard fare collection equipment, re-keying of fare collection equipment, transfer or install of CAD/AVL system and radio, performing an in-service PM, installation of gate transponder, installation of inertia-based camera system, changing advertising placards, and completing other make ready tasks. The vehicles must be made ready within two (2) weeks of delivery, and at a rate of five (5) per week, minimum if available.

16.5.4 **Delivery Condition.** Revenue vehicles provided will meet the following criteria:

- Have no **Body Damage** ~~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~~
- Shall be in "like-new" condition minus allowable wear and tear as described in Attachment -

Definition of Like-New Minus Allowable Wear and Tear.

~~16.5.5 **Post-Delivery Repairs.** 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 or prior to the next scheduled PMI, not to exceed 120 days after delivery. CMTA shall reimburse actual parts cost and labor rates as provided in the most current Exhibit A Revised 3, 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.~~

16.5.6 **Receiving New Vehicles.** The Service Provider shall be responsible for receiving new vehicles, transferring or installation of 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, and complete other make ready tasks, 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.

16.6 Return Delivery of CMTA Vehicles to CMTA

16.6.1 **Vehicle Return Overview.** Upon expiration of the term, or the earlier termination of this Contract, or as required by CMTA, the Service Provider shall deliver vehicles to CMTA by releasing the vehicles to CMTA or CMTA's agent or by transporting or shipping the vehicles as CMTA directs. ~~The Service Provider shall return each CMTA vehicle after the vehicle has been thoroughly inspected by both CMTA and the Service Provider jointly. Joint inspections shall occur no more than sixty (60) ~~ninety (90)~~ days prior to the date of vehicle return, and attendance~~

~~by Service Provider shall be mandatory. The Service Provider shall be required to sign-off on inspection documentation for each vehicle. The Service Provider shall be responsible for taking a final photo inventory of the vehicles and shall supply digital photographs for each vehicle inspected. CMTA reserves the right to engage a third party to assist in vehicle inspections, at the expense of CMTA.~~

16.6.2 **Out Processing Responsibility.** The Service Provider shall be responsible for out processing tasks as directed by CMTA which include but are not limited to removal or reconfiguration of fare collection equipment (including re-key), radio, gate transponder, inertia-based camera system, and advertising placards. Service Provider has until the scheduled date of return to repair any defects identified during the pre-return vehicle inspections.

16.6.3 **Return Condition.** The criteria for return of the vehicles shall include:

- 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 PMI~~
- ~~Be fully fueled after its most recent operation in service~~
- Shall be in "like-new" condition minus allowable wear and tear **with a minimum score of Acceptable** as described in Attachment - Definition of Like-New Minus Allowable Wear and Tear

~~16.6.4 **Post-Return Repairs.** 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.~~

16.6.5 **Retiring Old Vehicles.** 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 - Procedure for Retiring a Vehicle Asset. Retiring buses must **be safe and functional and** have tires with **at least** minimum legal tread depth, ~~only.~~

16.6.6 **Leased Vehicles.** Service Provider may be required to acquire additional revenue vehicles through a lease agreement or a purchase along with any ancillary required units to support the implementation of new or additional services. Should CMTA opt to pursue such an arrangement, required vehicle specifications will be provided by CMTA. Pricing for such leased or purchased vehicles will be negotiated at the time and documented through a modification to this contract. Additionally, these vehicles can be but not limited to gas, diesel, electric, CNG, hybrid, autonomous.

17. VEHICLE MAINTENANCE

17.1 **Vehicle Maintenance Responsibility.** The Service Provider shall be responsible for **performing all Capital Metro-directed** maintenance and repair of all vehicles and all on board equipment systems (revenue and non-revenue), to ensure they are kept in a safe, reliable and clean condition. Maintenance shall be performed to original equipment manufacturer (OEM) standards and to 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 **direct and** closely oversee **all** the maintenance activities.

~~17.2 **CMTA Maintenance Program.** CMTA shall provide a well-defined and comprehensive maintenance program by which vehicles shall be maintained. See Attachment - CMTA Preventative Maintenance Program. The Maintenance Program 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. The maintenance program includes, but is not limited to routine requirements for:~~

- ~~Preventive Maintenance Inspection~~

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

17.3 Service Provider Maintenance Plan. The Service Provider shall submit a Vehicle Maintenance Plan that describes how the Service Provider will meet the requirements of the CMTA Maintenance Program. This plan shall include detailed description of work that the Service Provider will undertake to ensure they meet the requirements of the Program. The Vehicle Maintenance Plan must be approved by CMTA prior to the starting of service and reviewed annually. The Plan shall include, but not be limited to the following elements:

- Preventive Maintenance Inspection and Repair
- Corrective Repairs
- Pre-Trip and Post-Trip Inspection Repairs
- Road Call Handling
- Body Work Repairs
- Engine and Transmission Rebuilds
- Vehicle Cleanliness (include shampoo, disinfecting, pest treatment)
- Fuel Handling (include ordering, receiving, dispensing, and reconciliation. See Attachment – Fueling Procedures.

- Tire Maintenance
- In Processing / Out Processing of Vehicles
- Warranty Administration
- Quality Assurance / Quality Control Plan
- Maintenance Data Handling, Analysis, Trending and Decision Making
- Maintenance Training
- Diagnostic Tools and Software
- Shop Safety and Cleanliness
- Parts Inventory Management
- Non-Revenue Vehicle Maintenance
- State Inspection and Registration Management
- Fluid Analysis Plan
- Mobile Technology Management Plan

17.4 Timely Maintenance. 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.

17.5 Maintenance Staff Qualifications. The 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. **If third-party work is necessary to facilitate repairs, such work will be managed by Capital Metro.**

17.6 Vehicle Registration and State Inspection. The Service Provider **Capital Metro** shall be responsible for managing vehicle registration / license plate renewals, **including application for registration and license plate renewal, retrieval of registration stickers and license plates from the Tax Office. The Service Provider shall**

~~**be responsible for** to include 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 **registration** stickers and license plates. Costs associated with such renewals shall be borne by Service Provider. No vehicle shall be allowed in service with an expired registration or past due for annual safety inspection. CMTA shall be responsible for initial registration of new vehicles.~~

17.7 **Storeroom and Parts Inventory.** ~~The Service Provider shall~~ **Capital Metro will** manage the storeroom including the procurement and stocking of replacement parts, supplies, and specialized tools, for the fleets assigned under this contract. ~~As fleet composition changes through the Contract. Service Provider shall adjust inventory and tooling as needed. Service Provider~~ **clerks** shall manage **distribution of** the inventory using CMTA's EAM. CMTA reserves the right to utilize limited space in the storeroom for CMTA equipment and supplies, as needed.

17.8 **Shipping and Receiving.** Service Provider **clerks** shall be responsible for managing the receiving dock, including the administration of shipping and receiving tasks for CMTA. The receiving dock is the main delivery point for CMTA business.

17.9 **Maintenance Campaigns.** The Service Provider shall perform maintenance campaigns as ~~needed~~ **directed by Capital Metro** to satisfy OEM vendor bulletins, recalls, OEM vehicle upgrades, and to satisfy the recommendations of the Service Provider's ~~and Capital Metro's own~~ predictive maintenance.

17.10 **Shop Cleanliness.** The Service Provider shall keep all work areas clean and free of **clutter**, dirt and grease. After each repair, the technician 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 cycle.

17.11 **OEM Configuration.** The Service Provider shall maintain all vehicles in original configuration as delivered from the original equipment manufacturer (OEM) and with modifications as specified by CMTA. Only OEM or better replacement parts shall be used. Any change away from OEM configuration or use of non-OEM part shall require prior written approval from CMTA before being implemented. **CMTA may direct the service provider to make configuration changes to vehicles, and CMTA will reimburse the Service Provider for actual labor at the agreed upon rate in Exhibit A-Revised-5 for configuration changes.**

17.12 **Cannibalization.** No vehicle shall be cannibalized for parts. No vehicle shall be repaired using parts taken from another vehicle **without prior written approval of Capital Metro.**

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

17.14 **Hubodometers.** Service Provider shall maintain hubodometers which shall be replaced immediately when defective.

~~17.15 **Body Work.** Service Provider's Vehicle Maintenance Plan must include a process for body inspection and repair that allows only minor body damage to accumulate. The process must dictate that all body damage, no matter the severity, is repaired on every unit at least once every six months. Per section 17.3, The Vehicle Maintenance Plan must be approved by CMTA prior to the starting of service and reviewed annually.~~

~~17.16 **Diagnostic Tools.** The Service Provider shall pay for and maintain all diagnostic tools, including computers, software and licenses necessary to properly diagnose and maintain vehicles.~~

17.17 **Warranties.** **Capital Metro shall administer vehicle warranties and shall receive all monies and credits.** Service Provider shall **be responsible for supporting warranty recovery and shall** not put into peril any warranties that exist on a vehicle/component from the OEM or after-market supplier. ~~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. If a warranty is lost due to negligence, Service Provider shall be required to purchase or compensate CMTA for the remainder of the warranty from the OEM.

17.18 Advertising Requirements. The Service Provider shall allow advertising vendors, contracted by CMTA or its contractors, access to all buses to install and remove advertising material on the interior and exterior of the vehicles. Service Provider shall be responsible for making buses available, cleaning the vehicle in preparation for installation, and, in cases of inclement weather providing a bay. The Service Provider shall be responsible for inspecting the vehicle prior to installation and after removal of advertising to report any damage. CMTA shall be responsible for determining if repairs are needed and when authorized will assume the cost of those repairs. Service Provider shall be responsible for replacement of advertising material damaged in vehicle accidents. Service Provider shall not install any advertising that is not authorized by CMTA.

17.19 Preventive Maintenance Inspections (PMI) and Preventive Maintenance Repetitives (PMR)

17.19.1 PMI and PMR Overview. 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, and to provide safe and reliable service. It is to be considered as a minimum amount of effort required for vehicles at their present age and mileage. No modifications, adjustments, or omissions to the PMI or PMR are to be made without written approval from CMTA.

17.19.2 PMI Timeliness. 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 will result in a \$1,000 PDC per vehicle per day.~~

17.19.3 PMI Repairs Schedule. 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.

17.19.4 Steam Cleaning. 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.

17.19.5 Oil Analysis. The Service Provider shall be responsible for performing the sampling and analysis of engine and transmission oil as directed by Capital Metro, part of the maintenance program. ~~The Service Provider shall have a plan in place to analyze the results and take appropriate action to protect the asset. The minimum requirements for the oil analysis plan are outlined in Attachment Oil Analysis. Copies of the oil analysis reports shall be made available to CMTA.~~

17.19.6 OEM Severe Service Requirement. 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. Where a manufacturer identifies maintenance intervals specific for "severe service," that "severe service" is to be used. This applies to both new and existing vehicles in the Service Provider's fleet.

17.19.7 Records Accuracy. 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.

17.20 Mobile Technology Systems Maintenance

17.20.1 Mobile Technology Systems. Service Provider shall be responsible for routine inspection and maintenance of all on board equipment installed on the vehicle by OEM or as added by CMTA.

17.20.2 Maintenance. Service Provider shall inspect and maintain equipment in accordance with OEM's recommendations and as directed by CMTA. Service Provider shall maintain equipment spares, and testing equipment as supplied and directed by CMTA.

17.20.3 Patches. Service Provider shall be required to participate in testing of patches and fixes of the system to ensure continued operability and reliability of the technology system.

~~17.20.4 **Health Monitoring.** When available, Service Provider shall utilize health monitoring and telemetry systems daily to ensure a proactive approach to vehicle and system maintenance and reliability. If issues are discovered, the Service Provider shall take immediate action to resolve issues discovered.~~

~~17.20.5 **Spare Components.** CMTA shall provide a limited quantity of spare components for agency-specific on-board systems. The spares will be issued to the Service Provider at the start of the Contract and an equivalent quantity of fully functional spares shall be returned at Contract termination. The Service Provider shall replace any equipment lost, stolen or damaged beyond repair at the replacement market price. Service Provider shall be responsible for maintaining additional spare components as needed to ensure equipment availability and mitigate downtime.~~

17.20.6 **Warranty and RMA Process.** CMTA shall provide a limited warranty for **technology systems such as, but not limited to,** CAD/AVL system major components, Passenger Wi-Fi router, and Cellular router. The Service Provider shall utilize the Return Material Authorization (RMA) process, as established by CMTA, for repair of these components. ~~Service Provider~~ **Capital Metro** shall be responsible for maintenance cost of all other systems and system components that are not under a CMTA-provided warranty.

17.20.7 **New Technology.** As CMTA implements new technology and upgrades existing systems, Service Provider shall perform as an active partner in supporting the procurement, testing, configuring, implementing, and maintaining these systems. This activity includes but is not limited to document review, meeting attendance, and providing appropriate resources in a timely manner to meet project schedules. Such requirements apply to systems including, but not limited to, CAD/AVL, Trapeze, and EAM. Service Provider shall be responsible for providing quality assurance and quality control of any vehicle configuration changes, including work performed by third parties.

17.20.8 **Electronics Training.** The Service Provider shall provide technicians to repair the on-board electronic systems. **The technicians will be required to complete established training hours through Capital Metro's Operations Training Academy.**

17.20.9 **Technology Equipment.** The current equipment and systems are listed below and CMTA reserves the right to remove or add to the list, as new systems or technology become available.

- Destination and Block Sign System
- CAD/AVL System
- Passenger Displays
- Annunciator System
- Stop Request and Lift Request
- Automatic Passenger Counters
- Revenue Collection Systems
- Mobile Ticketing System
- Customer Wi-Fi Router System
- Cellular Communication System
- Telemetry System
- Camera System
- Radio System
- DriveCam, Mobileye, and Zonar systems

17.20.10 **Optional Technology Changes.** If directed by CMTA, Service Provider is required to add, delete, upgrade or otherwise change mobile technology equipment installed on vehicles. Should CMTA decide to issue such a directive, CMTA will work collaboratively with Service Provider to develop the scope for such an effort. Price for the effort will be negotiated at the time, using the pricing details provided in the most current Exhibit A-Revised-3 as the basis of calculating the incremental cost increase for the directed change. DriveCam, Mobileye, and Zonar systems will not be deleted without the addition of replacement systems that provide equivalent or superior functionality.

17.21 Radio System

17.21.1 **Radio System.** The Service Provider will be furnished with a radio system equal to or compatible with CMTA's current radio system. The Service Provider shall support ~~be responsible for all~~ the ongoing maintenance ~~and maintenance costs~~ of the radio system. 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.

17.21.2 **Radio Assignments.** One mobile radio will be assigned per bus and one per supervisor vehicle. Mobile/handheld radios will be provided for supervisors and managers. CMTA shall provide a limited number of spares to ensure communication reliability. ~~Two (2)~~ Maestro consoles will be provided for Service Provider use at a location determined by CMTA.

17.21.3 **Radio Installation.** Initial installation and final removal of radio systems in support vehicles will be performed by Lower Colorado River Authority (LCRA) and cost is the responsibility of CMTA. ~~Radio installation for support vehicles that have been moved or swapped are at the cost of the Service Provider after initial installation.~~ Installation and removal of radio systems in revenue vehicles is considered routine maintenance ~~and cost~~ is the responsibility of the Service Provider. Installation and removal of consoles is the responsibility of CMTA.

17.21.4 **Radio Ancillary Equipment.** Replacement batteries, clips, microphones, receivers and other ancillary equipment required or desired for use under this Contract, shall be procured through LCRA and shall be the responsibility of the Service Provider. The Service Provider shall replace any equipment lost, stolen or damaged beyond repair at the replacement market price.

17.21.5 **Radio Maintenance.** ~~The Service Provider~~ Capital Metro shall be responsible for all routine maintenance and routine maintenance costs of the radio system. Radio component repair (i.e. RF Deck, Control Head, Portable Radios, etc.) shall be performed by LCRA, ~~at a rate per hour for labor, plus the cost of parts. CMTA will deduct radio maintenance costs incurred, from the monthly Service Provider invoice. The current regular hourly labor rate is \$92.50, but this rate is subject to change in the future if LCRA changes the rate.~~

17.21.6 **Radio Reliability.** The Service Provider shall ensure that radio communications are operational for all Vehicle Operators in revenue service, all Transportation Road Supervisors on duty, and for the Service Provider's Radio Dispatch.

17.21.7 **Radio Airtime.** CMTA, at CMTA's expense, will provide airtime required for the radio system to operate.

17.22 Revenue Collection Systems

17.22.1 **Revenue Collection Systems.** CMTA shall supply the fareboxes and all related revenue collection equipment, including Vaults and Probing Equipment. Capital Metro shall supply parts and direct the Service Provider in proper maintenance of this equipment. ~~Maintenance of and spare parts for this equipment is the responsibility of the Service Provider.~~

17.22.2 **Revenue System Maintenance.** The Service Provider shall maintain the fare and revenue collection equipment at the direction of Capital Metro, including but not limited to fare boxes, probes, vaults, etc., to the manufacturer's specification and as directed by CMTA. ~~The Service Provider~~ Capital Metro will be responsible for the replacement parts as needed.

17.22.3 **Revenue System Key Control.** The Service Provider shall be responsible for specific revenue collection equipment keys and shall be responsible for all key control. Service Provider shall be responsible cost of parts and labor to re-key equipment, if keys are lost or otherwise unaccounted for.

17.22.4 **Revenue System Media.** CMTA shall provide fare media and fare signage. The Service Provider shall be responsible for timely communication regarding ~~ordering of~~ media needed from CMTA, restocking fareboxes with media, and changing signage as directed by CMTA.

17.22.5 **Probing and Vaulting.** The Service Provider shall be responsible for daily Farebox Probing and Cash Box Vaulting. All buses used in service, including ~~Q-buses~~ RADs, must be probed and vaulted prior to parking the unit. CMTA will provide and maintain the backend system (a.k.a. garage system or garage machine) to support probing and vaulting.

17.22.6 **Fare Collection Procedures.** The Service Provider shall follow CMTA procedures related to fare collection, including: fare collection by bus operators; probing area procedures and security measures; equipment maintenance; key control; and storage of revenue collection equipment.

17.22.7 **CARTS Fare Collection Equipment Servicing.** The ~~service provider~~ **Service Provider** shall provide revenue collection system probing, dumping, preventive maintenance, ad hoc repairs, and replenishing of card stock in CARTS buses, in a quantity of up to 20 buses. The service provider shall provide all parts and labor. The service provider shall work cooperatively with CARTS to schedule buses in for routine fare system preventive maintenance and inspections **as directed by Capital Metro**. CARTS will deliver and retrieve vehicles to the service provider's location.

17.23 Security Camera System

17.23.1 **Security Camera Systems.** CMTA shall supply the Security Camera Systems on revenue vehicles. Service Providers shall be responsible for all maintenance of this equipment **as directed by Capital Metro**.

~~17.23.2 **Docking Station.** CMTA shall provide a dedicated PC workstation for the purposes of Service Provider reviewing and copying footage from removable hard drives on legacy camera systems. Service Provider shall be responsible for regular maintenance of the equipment and keeping it in good working order. This equipment shall remain CMTA property and shall be returned to CMTA at the end of the Contract.~~

17.23.3 **Video Request and Downloads.** Service Provider shall be responsible for the download of video footage. CMTA video footage requests include, but not be limited to, accident, complaint, and security incident footage. Service Provider shall provide requested footage within twenty-four (24) hours. Service Provider must also comply with requests for immediate retrieval of footage, at CMTA's direction, when items are urgent. CMTA reserves the right to remove the video storage device (HDD, SSD, etc.) on any bus, vehicle, or docking station and replace with equivalent.

17.24 Tires

17.24.1 **Tire Lease.** ~~The Service Provider must~~ **Capital Metro will** supply tires on a mileage lease basis during the term of the Contract, ~~such that at the end of the contract, CMTA will be able to take over the tires on a mileage run-out basis for a subsequent Service Provider/contract term. The mileage lease Contract term shall end concurrent with the end of this Contract, with the run-out period commencing with the end of the Contract. Service Provider shall ensure that CMTA can use the runout provision of the tire lease at the end of Service Provider's term. The Service Provider shall not own the tires at the end of the Contract.~~

17.24.2 **Replacement Tires.** Replacement tires shall be OEM quality or a grade better and ~~must~~ **will** be provided by **Capital Metro** ~~Service Provider~~. Recaps or retreads shall not be permitted.

17.24.3 **Tire Maintenance Standard.** Tires shall be maintained **by Service Provider, as directed by Capital Metro** ~~to the standard set forth in the CMTA maintenance program~~. At all times, tire tread depth shall be maintained to at least 4/32" for all tires. Tire air pressures shall be maintained to values specific for each bus type and a tire with an air pressure that is more than ten (10) psi below the specification shall be considered as a flat. Tires that do not meet the above criteria will be cause for the bus to be removed from service.

17.24.4 **New Bus Tires.** ~~Service Provider~~ **Capital Metro** shall provide tires for new OEM bus builds and shall assume responsibility for tires of any bus assigned to the service provider.

17.25 Road Calls

17.25.1 **MBRC Metric.** CMTA measures Miles Between Road Calls (MBRC) as a key performance indicator (KPI) to characterize the customer experience when reporting to the Board of Directors. CMTA also utilizes MBRC to gauge the maintenance shop's impact on the customer experience. The MBRC KPI is the basis of reporting, and of calculation of incentives and disincentives. The calculation of this metric only considers **Mechanical road calls that are considered under the control of maintenance**, ~~mechanical failures~~; however, all road calls are tracked to identify trends which indicate failures that can be prevented. Non-mechanical road calls, **and Other Mechanical road calls**, are not included in the MBRC Metric, however in all cases, the exclusion of any road call from being included in the MBRC metric 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.

17.25.2 **Road Call Definition.** CMTA's definition of a "road call" is any failure of any component or system on a vehicle that causes the vehicle to be unable to ~~complete~~ **perform** its scheduled service without **incurring the need for** repair. 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. **The following criteria must be considered**

when determining if an incident is categorized as a road call: Two key items must be in place for an incident to be classified as a road call:

17.25.3 ~~Repair of the vehicle is necessary:~~

- **If the failure occurs on the yard, it is not a road call.**
- **If the vehicle has left the yard when failure occurs, it is a road call.**
- **If the vehicle is deadheading when the failure occurs, it is a road call.**
- If an out-of-service condition occurs, **it is a road call.** ~~on the bus, a repair is required.~~
- If a mechanic **is sent to the bus and** makes a repair, **or the bus is returned to the yard and a repair is made,** it is a road call.
- If **anyone other than a mechanic** ~~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 **anyone** ~~a Supervisor~~ responds to a vehicle to investigate a Vehicle Operator complaint and finds no repair is necessary, it is not a road call. Non-mechanical personnel shall not be allowed to diagnose critical systems on the vehicle, such as but not limited to brakes, steering, and fire suppression system.
- If a ~~M~~mechanic cannot duplicate the failure after troubleshooting, and no repair is needed, it is not a road call.
- ~~The vehicle is unable to complete its scheduled revenue service.~~
- ~~If the vehicle has left the yard when the failure occurs, it is a road call. If the failure occurs on the yard, it is not a road call.~~
- ~~If the vehicle is deadheading, it is a road call.~~
- It does not matter if revenue time was lost or if service was delayed when the failure occurred, it is a road call.

17.25.4 **Road Call Categories.** Road calls fall into three categories: Mechanical, Non-Mechanical, and Other-Mechanical. All road calls shall be reported in an approved format as required to CMTA.

17.25.4.1 **Mechanical Road Call Category Definition.** Mechanical road calls result from failure of components or systems that are essential to the core function of the vehicle. The purpose of identifying mechanical road calls is to identify those failures that are the responsibility of the maintenance department and best reflect their responsibility for the failure. **These failures drive the MBRC metric.** Such systems include (but are not limited to):

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

17.25.4.2 **Non-Mechanical Road Call Category Definition.** Non-mechanical road calls result from failure of components or systems that are essential to the core function of the vehicle but are not a direct reflection of the quality of maintenance being performed in the shop and are not included in the MBRC metric. Such failures include (but are not limited to):

- Tires **punctures**
- Accidents
- Vehicle Operator error

- Soiled interior
- Vandalism

17.25.4.3 **Other-Mechanical Road Call Category Definition.** Other-mechanical road calls result from failure of components or systems that are considered outside of the core function of the vehicle. Failures on these systems will be categorized as mechanical or non-mechanical for purposes of trending but are not included in the MBRC metric. Examples would include:

- Communication Systems
- Surveillance Systems
- Revenue Collection Systems

17.25.5 **Repeat Roadcalls.** The Service Provider is responsible to track road calls and if a vehicle experiences a road call for the same reported issue three (3) times in a forty-five (45) day period, the vehicle must be removed and held from service until a thorough investigation is completed. Prior to returning the vehicle to service, the Service Provider ~~must provide~~ **and** CMTA **must agree on a written explanation** of the root cause failure and associated repairs made. ~~CMTA reserves the right to review the report and require additional investigation, including the immediate removal of the vehicle from revenue service.~~

17.26 Serviceable Requirements and Vehicle Change Outs

17.26.1 **Serviceable Condition Overview.** CMTA has stringent condition requirements that a bus must meet to be considered serviceable and used in revenue service. The Service Provider shall ensure that no vehicle that has an out of service condition is allowed into service, and that no vehicle is allowed to remain in service if an out of service condition occurs. Should an out of service condition occur while the vehicle is in service, the Service Provider shall arrange for a change out of the vehicle.

17.26.2 **Out of Service Conditions – Removal from Service.** The following list contains examples of conditions that shall cause a bus to be taken out of service. CMTA reserves the right to remove any vehicle from service for any condition that CMTA deems as not safe, not reliable, or not clean. Out of Service conditions include but are not limited to:

- Malfunctioning MDT **or CAD/AVL system**
- 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)
- 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
- **Check engine light**
- **Stop engine light**
- 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
- Malfunctioning onboard fare collection equipment, if equipped
- Malfunctioning or damaged destination sign, if equipped
- Any condition that directly or indirectly compromises safety

17.26.3 **Out of Service Conditions – Withhold from Service.** No revenue vehicle shall be placed into service with any Out of Service Condition, ~~however if the~~ **however if the** following systems ~~are must be~~ fully functional when the vehicle is placed in service, but ~~failure should these~~ **failure** conditions arise while the vehicle is in service, it will be allowed to continue if safety is not compromised:

- Passenger seats and seatbelts
- Surveillance Systems
- Be free of any graffiti and etched window glass

17.26.4 **Change Out Requirement.** When an out-of-service condition occurs, the vehicle shall be changed out and returned to the garage in an expeditious manner at the direction of CMTA. The change-out mechanic shall depart the yard in not more than thirty (30) minutes, and, ~~at least ninety five percent (95%) of the time,~~ the out-of-service bus shall be returned to the yard in not more than two and one half (2 ½) hours. ~~If a change-out mechanic departs the yard late, a \$100 PDC per incident shall be assessed. If more than five percent (5%) of the out-of-service buses return to the yard late, in a given month, a \$250 PDC per incident shall be assessed with an additional \$100 PDC per hour beyond the initial 2 ½ hours until the bus is returned to the yard. The PDC shall be assessed on the most egregious (longest time) road call change-outs, in the month. The change-out clock starts when the decision is made to change-out the vehicle, or in cases where the vehicle must be towed, when the decision is made to tow the vehicle.~~

17.26.5 **Change Out Pre-Trip Inspection.** Prior to departing the yard, the change out vehicle shall have a complete pre-trip inspection performed to ensure that the vehicle is ready for service. **Change out vehicles may be pre-tripped and staged ready to deploy for a changeout without a second pre-trip inspection.**

17.26.6 **Street Repairs. Simple mechanical** Mechanical failures that require less than **ten (10)** five minutes to complete are allowed to be made on the street provided the action does not place a technician, vehicle operator, passenger or the public in a hazardous environment. When such repairs occur, whether performed by a technician or supervisor, a technician is required to review the repaired system when the vehicle returns to property and prior to the vehicle returning to service the next day. This review shall be documented on the work order.

17.26.7 **No Open Road Call Work Orders.** No revenue vehicle shall be placed into revenue service with an open road call work order.

17.27 Vehicle Servicing and Cleanliness

17.27.1 **Vehicle Servicing Overview.** The Service Provider shall maintain a clean appearance on the exterior and the interior of the vehicle at ~~any and~~ all times that the bus is in service. The Service Provider shall ensure that all revenue 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.

17.27.2 **Fueling Requirements.** All vehicles that have been used in service must be fueled prior to being placed into service the next day.

17.27.3 **Fluid Requirements.** The Service Provider shall check ~~vehicle the following~~ fluid levels **daily, including engine oil, coolant, and diesel exhaust fluid (DEF), as directed by Capital Metro** and bring to correct levels as needed: ~~engine oil, coolant, and diesel exhaust fluid.~~ Any vehicle that uses more than the following amounts of fluids must be checked by Service Provider and repaired as needed. All excess fluid consumption related work must be recorded on a work order associated with the vehicle serviced. The amount / rates of consumption are as follows:

- Engine oil - 1 quart per 100 miles
- Coolant - 1 quart per day

17.27.4 **Tire Requirements.** The tires will be visually inspected for damage, indication of low air, and missing or damaged lugs.

17.27.5 **Interior Cleaning Requirements.** 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. **Vehicles shall be disinfected as directed by Capital Metro.**

17.27.6 **Graffiti Removal Requirements.** Vehicle interior and exterior shall be inspected daily for graffiti which shall be removed prior to placing the vehicle into service.

17.27.7 **Exterior Cleaning Requirements.** The vehicle exteriors shall be washed a minimum of ~~one~~ three times per week, after precipitation, ~~and~~ after 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, **or when maintenance activity has soiled the rims.**

17.27.8 **Windshield Fluid Requirements.** Windshield washer fluid shall be checked and brought to full level three times per week.

~~17.27.9 **Detailing Requirements.** Every forty-five (45) days, each vehicle shall be detail cleaned in accordance with the instructions provided in Attachment - Vehicle Detailing.~~

~~17.27.10 **Seat Shampoo Requirements.** Every one hundred eighty (180) days, all cloth seats shall be shampooed.~~

17.27.11 **Cleanliness Inspections.** Service Provider shall conduct routine inspections to ensure that the vehicles are **clean.** ~~cleaned in accordance with instructions outlined above.~~

17.27.12 **CMTA Supplied Fuel.** 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 monitoring, ordering, receiving, dispensing, documenting and reconciling as outlined in Attachment - CMTA Fueling Procedures **and as directed by Capital Metro.**

~~17.27.13 **Non-Fuel Fluids.** The Service Provider shall be responsible for providing~~ **Capital Metro will provide** all non-fuel fluids and lubricants, including any fluids necessary to support the emission reduction systems, such as diesel exhaust fluid. Only CMTA approved fluids, coolant, oils and lubricants are to be used.

17.28 Vehicle Operator Pre-Trip and Post-Trip Inspections

17.28.1 **Pre-Trip / Post-Trip Requirement.** The vehicle operator shall perform a Pre-Trip and Post-Trip Inspection each time the vehicle is used in service. The Service Provider shall have a documented process that

prescribes how the vehicle operators will perform and document their Pre-Trip and Post-Trip Inspections and how the issues and defects discovered will be **documented** addressed.

17.28.2 **Defect Repair Timeliness.** The Service Providers shall ensure that all vehicle operator complaints and reported vehicle defects are addressed prior to the next time the vehicle is placed into service, **as directed by Capital Metro.**

17.28.3 **Pre / Post Trip Inspection Requirements.** The Pre-Trip and Post-Trip inspections 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 suppression system
- Climate control systems
- Tires and wheel lugs
- Fluid leaks
- Communication Systems
- Surveillance Systems
- Revenue Collection Systems
- **Destination and Interior Digital Signs**
- 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, **including folding seats**
- Warning Triangles
- **Pedestrian deflector at rear wheel**

17.29 Asset Management System

17.29.1 **System Usage Requirement.** The 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. The maintenance system software is designed to be 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 is responsible for ensuring all maintenance employees are using the system appropriately, ensuring data integrity, and shall utilize the software on a real-time basis to the greatest extent possible.

17.29.2 **Maintenance Record Requirements.** A maintenance record shall be created for any maintenance activity requiring more than five (5) minutes of labor, or any material consumption. 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., **and all work must be properly documented**

with Vehicle Maintenance reporting Standards (VMRS) codes. The Asset Management software work order data entry must be completed by the mechanic or technician that performs the maintenance work.

17.29.3 Maintenance Record Retention. 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. 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.

~~17.29.4 **New Replacement Asset Management System.** During the term of 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.~~

17.29.5 Maintenance Personnel Training. Capital Metro will provide training. Training and certification of maintenance personnel for all vehicles ~~shall be the responsibility of the Service Provider.~~

17.30 CMTA Support Vehicles (CMSV). The Service Provider shall provide comprehensive maintenance, fueling and cleaning of CMTA's fleet of 55 to 65 Support Vehicles (CMSVs) **as directed by Capital Metro.** The fleet may vary in size. The fleet of support vehicles includes a wide variety of vehicle configurations such as, police cars, facility maintenance trucks, battery-electric staff cars, and hy-rail equipped vehicles. See attachment – CMTA CMSV Vehicles. The CMSVs are parked at three locations: 2910 E. 5th Street, 624 N. Pleasant Valley, and 9315 McNeil Road, and may be moved between locations as needed. ~~The Service Provider shall manage the logistics, scheduling, and communication with the end user, including the identification of a phone extension that end users can call Mon-Fri, 8:00 AM – 5:00 PM, to leave a message, ask questions, and to arrange service. Note that this does not require a full-time service writer, and call-backs on phone messages are allowed within a reasonable time.~~ **The Service Provider shall perform maintenance of Capital Metro CMSVs as directed by Capital Metro.** All maintenance inspections and work shall be recorded in the asset management system, ~~and the Service Provider shall submit invoicing for billable work each month.~~

17.30.1 CMSV Routine Fueling, Washing and Cleaning. The Service Provider shall provide 30 hours of labor each week toward routine fueling, cleaning and washing of the CMSV fleet. For CMSVs parked at 2910 E. 5th Street, 624 N. Pleasant Valley, and at 9315 McNeil Rd., the Service Provider shall retrieve and return the vehicles from their parking spaces. For vehicles parked at any other location, the Service Provider shall provide on demand fueling when the vehicle is brought to the service island and cleaning and washing when arranged in advance and brought to the service island. All CMSVs shall be fueled, washed and cleaned when any service is performed on the vehicle. ~~The Service Provider shall~~ **Capital Metro will** provide all cleaning supplies and windshield washer fluid.

17.30.2 CMSV Maintenance. The Service Provider shall maintain the CMSV fleet to ensure that vehicles are kept safe, reliable, and clean **as directed by Capital Metro.** Maintenance includes but is not limited to: preventive maintenance inspections, state inspections, administration of registration, recurring maintenance (mileage and time based), end-user noted defects, flat tires, tow-ins, accident repair, OEM recalls and campaigns, and transport of vehicle to dealership or other off-site location for work by a third-party shop.

~~17.30.3 **CMSV Parts and Labor.** The Service Provider will be reimbursed for parts on a pass-through basis. The Service Provider is expected to maintain adequate access to parts inventory to minimize repair times. CMTA may opt to provide some parts directly and may opt to provide swing unit components to facilitate fast turnaround times. The Service Provider will be paid labor hours for repair work based upon data in Mitchell on Demand (MOD), CMTA's Repair Labor Schedule (RLS), and CMTA's Quote, Authorization and Verification (QAV) process. See Attachment – CMSV Repair Labor Schedule. The labor rate shall be at the contracted CMSV labor rate. The Service Provider shall consult MOD to determine billable labor hours by vehicle make, model, year and repair task. CMTA shall provide access to MOD. For data not available in MOD, the Service Provider shall consult RLS to determine billable labor hours. CMTA has prepared a Repair Labor Schedule that specifies labor for common tasks. For repair tasks not in MOD nor the CMTA Repair Labor Schedule, the Service Provider shall provide a quote for the work, commence work only after receiving written authorization, and invoice for the work only after receiving a statement of work verification from Capital Metro.~~

17.30.4 CMSV Third-Party Repairs. If the Service Provider opts to send a vehicle to third party for repair, CMTA will pay for the work however CMTA reserves the right to require Service Provider to acquire multiple quotes to ensure a fair and reasonable cost for the repair. If the repair is listed in MOD, CMTA reserves the right to limit payment to the hours listed in MOD and at the Service Provider's contracted CMSV labor rate. CMTA reserves the right to send repair work to a third party in which case CMTA shall be responsible for payment to the third party.

17.30.5 Prioritized CMSVs and Turnaround Times. The Service Provider shall prioritize and expedite work on police vehicles (black & whites) and facility maintenance trucks. The turnaround time for prioritized vehicles shall be 24 hours 85% of the time and 72 hours 95% of the time. The turnaround time for non-prioritized CMSV shall be 24 hours 70% of the time and 72 hours 80% of the time. The turnaround time shall be measured from the time the vehicle is delivered to the garage, until the time the end user is notified the vehicle is available for pick up.

	24 hours	72 hours
Priority CMSV	85%	95%
Non-Priority CMSV	70%	80%

17.30.6 CMSV Invoicing. On a monthly basis, the Service Provider shall submit a summary of CMSV work performed, along with supporting documentation.

18. MAINTENANCE OVERSIGHT

18.1 CMTA Access Rights. CMTA shall have immediate and unrestricted access to all CMTA and Service Provider supplied vehicles and equipment, all current or archived maintenance data and 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.

18.2 Oversight Audits and Inspections. CMTA conducts regular audits and inspections of vehicles, equipment, facilities, and any activities performed by the Service Provider. The 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 - Vehicle Maintenance Quality Assurance Forms. CMTA reserves the right to engage a third party to assist in vehicle inspections, at the expense of CMTA. The type of inspection or audit that CMTA performs include, but are not limited to:

- PMI and follow-up repairs
- Fuel delivery and dispensing
- Road call handling
- In-service
- Ready-line
- Work order quality
- Tire pressure and condition
- Existing Body Damage
- Cleanliness
- Fleet condition

~~18.3 Monthly Joint Inspections.~~ CMTA will 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.

18.4 Removing Vehicles from Service. 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 will require a re- inspection of the vehicle prior to allowing the vehicle back into service.

19. DATA AND REPORTING

19.1 Service Provider will establish a program of data analysis and analytics for ~~operations, customer service, safety, maintenance and other~~ **all** data collected under this Contract. Service provider is expected to use data analytics to draw conclusions about the information contained in the data for the purposes of continuous improvement of processes and procedures.

19.2 Service Provider will submit operating data and related information to the specification and satisfaction of CMTA. Reports will be provided in MS Word or MS Excel format, unless otherwise specified or agreed to in writing.

19.3 Any and all records maintained by 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.

19.4 As CMTA's requirements for data changes from time to time, Service Provider will cooperate and assist CMTA in implementing revised data collection procedures and methods as established through new technology.

19.5 Service Provider will be responsible for accurate and timely completion of any requested forms at given time intervals. All data collected and/or reports generated must be prepared legibly and be typed or developed utilizing an MS Word or MS Excel (version 2010 or later) format and will be submitted electronically, unless otherwise specified or agreed to in writing by CMTA.

19.6 Service Provider will be required to maintain all project records as requested by CMTA. CMTA retains the right to add or delete any report which is needed to help maintain the reliability of the fleet and ensure the quality and efficiency of the services provided.

19.7 Service Provider shall strictly adhere to required and agreed upon reporting schedules. Reports, contents and frequency of reporting will be subject to change with business needs and practices.

~~19.8 Accuracy and completeness of reporting is critical. Service Provider will be assessed a PDC of \$1,000 for each incident in which Service Provider has inaccurately reported missed mileage, fails to report a late lost time or missed trip, or fails to report a mechanical road call in the appropriate systems. The PDC will not apply until after the seventh day after the incident, which represents the time allowed to accurately reconcile and finalize incident entries. The PDC will not apply until after the seventh day of the incident, which represents the time allowed to accurately reconcile and finalize incident entries.~~

~~19.9 Daily Reports. Daily reports shall be provided on the following Business Day by 2:00 p.m. The daily report will include the previous day's performance data, unless there is a documented change as communicated by CMTA. The data content in the daily report will include:~~

~~Daily Report Data:~~

- ~~● Number of Vehicle Accidents~~
- ~~● Number of Passenger Accidents~~
- ~~● On Time Performance~~
- ~~● Number of Wheelchair Pass-Byes~~
- ~~● Total Complaints~~
- ~~● Total Service Interruptions by Category (Accident, Mechanical, Service, Other)~~
- ~~● Number of Incident Delay~~
- ~~● Number of Q Buses Used~~
- ~~● Recovered Service~~
- ~~● Total Lost Time~~

- Number of Missed Pull Outs
- Number of Late Pull Outs
- Number of early Pull Outs
- Number of PMs Closed (On time and Late)
- Total Three-peat Road Calls (Vehicle # and Issue)

19.9 The daily reports listed in the previous section shall be aggregated on a weekly, monthly and quarterly basis and in a report provided to CMTA.

19.9.1 Weekly report due by 3:00 p.m. each Monday on a template provided by CMTA.

19.9.2 Quarterly report due by 5:00 p.m. on the 16th of the month. Quarterly Reports should document analysis of data trends and establish whether Monthly Action Plans have been successful on a template provided by CMTA.

19.10 **Monthly Reports.** The Service Provider shall submit the following monthly reports due no later than the tenth (10th) calendar day of the following month.

- NTD monthly report detailing the prior month and year to date data collected for the NTD report.
- 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.

19.11 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, Radio and Run 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.

19.12 Service Provider shall perform job site safety inspections monthly. A report of Service Provider's findings and observations, as well as corrective measures taken, where required, shall be prepared and submitted to CMTA.

19.13 **Monthly Invoicing.** 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 CMTA Account Payable and CMTA Bus Program Manager, or designee. Supporting documentation shall be submitted with the invoice. The Service Provider shall use Trapeze Ops to record actual work assignments as work is assigned. A maximum of one (1) invoice per month will be accepted by CMTA.

20. NATIONAL TRANSIT DATABASE REQUIREMENTS

The Service Provider shall collect data, keep records, and provide reports sufficient to enable CMTA to meet its Federal Transportation Administration National Transit Database (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.

20.1 Monthly, Service Provider shall provide a report detailing the prior month and year to date data collected for the NTD report **to include Revenue miles, Revenue hours and VOMS.** This report is due on or before the tenth (10th) calendar day of the following month.

20.2 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) **for Motor Bus (MB) and Commuter Bus (CB) modes.** 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.

~~20.3 The Service Provider shall obtain an independent (third 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 - NTD Audit Review Procedures for more detailed information.~~

~~20.4 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.~~

21. PUBLIC INFORMATION REQUESTS

21.1 CMTA has a right of access to certain information created, collected, assembled or maintained under the terms of this Contract.

21.2 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.

21.3 The Service Provider shall notify CMTA prior to the required deadline if Service Provider wishes to assert that the requested information is not subject to disclosure under the terms of the Contract and the Texas Public Information Act.

22. CUSTOMER SERVICE AND COMPLAINTS

Providing excellent customer service is a key element in CMTA's strategic plan. Service Provider is expected to provide all public transportation services with a focus on ensuring a positive experience for the customer. To that end, Service Provider must work cooperatively with staff in CMTA's customer service call center to provide information and service to our customers, including, but not limited to:

22.1 Service Provider must comply with requests for customer assistance, including dispatching a supervisor to the scene, dispatching a security officer to the scene, or providing courtesy transportation to a stranded customer.

22.2 Service Provider must comply with requests to query operators via the radio system regarding customer issues. For example, location of the bus, presence of lost items, or operator recollection of an unusual service event.

~~22.3 Service Provider is expected to log all service interruptions/delays in the CAD/AVL system OrbCAD within a maximum of fifteen (15) minutes following the start of the delay.~~

22.4 CMTA's Customer Service operates a call center for intake of all customer complaints. When Service Provider receives a phone call or written passenger complaint directly, details regarding the complaint must be forwarded to the CMTA Customer Service for inclusion into the CMTA database.

22.5 Service Provider will be provided software (CMTA's in-house passenger comment system, CRM, Service-One) and data links by CMTA to access all complaint information. The software will be on loan through consignments available online.

~~22.6 Service Provider shall respond to passenger complaints within four (4) calendar business days of receipt. Final resolution to the complaint must be documented. See Attachment - Customer Comment Report Procedure.~~

~~22.6.1 Service Provider will contact each caller by telephone or follow up with written correspondence if necessary to the complaint.~~

~~22.6.2 If an investigation is required, Service Provider will conduct an investigation and the caller will be contacted by telephone or written correspondence regarding the results of the investigation.~~

~~22.6.3 Service Provider will document resolutions to each complaint in ServiceOne.~~

~~22.6.4 The Service Provider shall achieve seventy-five percent (75%) complaint resolution within ten (10) days, and one hundred percent (100%) complaint resolution within thirty (30) days.~~

22.7 Service Provider shall notify the Program Manager, Director, Contract Oversight or designee immediately of any complaint alleging employee misconduct such as inappropriate conversation, touching, assault, (physical or verbal), etc.

22.8 **Lost and Found Policy and Procedures.** Service Provider shall adhere to the Lost and Found Policy. See Attachments – Lost and Found Policy and Lost and Found Procedures. Recovered items must be gathered from the Service Provider's main office, Service Island and Run Dispatch, tagged and recorded in a ledger.

23. DRUG AND ALCOHOL PROGRAM

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.

23.1 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. 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.

23.2 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.

23.3 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.

23.4 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.

23.5 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.

23.6 CMTA Quality Assurance staff may audit the Service Provider's Drug and Alcohol Program and any employee records at any time.

24. EMERGENCIES AND SERVICE DISRUPTIONS

24.1 Service Provider shall develop, implement, and maintain a program to respond to emergencies and routine problems that occur. Upon request, Service Provider shall draft such procedures for CMTA approval **follow Capital Metro procedures to respond to emergencies and routine problems that occur.** Procedures include, but are not limited to:

- Passenger injuries

- Disturbances
- Illness
- Vehicle emergencies and equipment failures
- Fluid spills and leaks
- On site and bus / vehicle fires
- Inclement weather
- Accidents
- Detours
- Employee Injuries

24.2 Service Provider must participate in periodic emergency readiness training and drills, at the direction of CMTA.

~~24.3 Service Provider's operations staff (supervisors and managers) will supplement CMTA staff in the region's Emergency Operations Center (EOC) during regional emergencies.~~

24.4 From time to time, local law enforcement and first responders will require CMTA buses for use in evacuating buildings, transporting persons to shelters as part of hurricane response and/or cold weather plans, use as a cooling station at structure fires, etc. Such requests must be met with urgency to provide the requested service. Service Provider will be compensated the variable rate per hour for all such uses of buses.

25. LABOR RELATIONS

25.1 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 Service Provider (incumbent).

25.2 The Service Provider shall recognize ATU Local 1091 (the "Union") 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 commence collective bargaining negotiations as promptly as possible and shall negotiate in good faith with the goal of reaching a collective bargaining agreement with the Union as soon as possible. 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. The service provider shall establish initial terms and conditions of employment in accordance with the following requirements:

25.2.1 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.

25.2.2 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.

25.2.3 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.

25.2.4 Wages. The Service Provider shall pay each employee ~~an amount of the prior employer an hourly wage, at the outset of his or her employment with the Service Provider,~~ **an amount** that is not less than the **applicable** hourly wage **defined in Attachment 1 – Framework for Wages .** ~~in effect for such employee on the date of his or her separation from employment with the prior employer.~~

25.2.5 Grievances. The Service Provider shall establish a procedure for the consideration, appeal and resolution of grievances. **Meeting Service-Provider established grievance timelines is critical to maintaining positive labor relations. Documented incidents of failing to meet Service-Provider's established grievance timelines will result in a PDC of \$100 per incident.**

25.2.6 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 or 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.

25.2.7 Accrued Leave. The Service Provider shall ensure that individual employee balances of accrued sick, vacation, and other Paid Time Off (Seniority Day, Birthday, Floating Holiday) leave are established at the level which are in existence on the date of the employee's separation of employment with the prior employer. ~~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.

25.2.8 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.

25.3 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.

25.4 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.

25.5 The Service Provider shall propose a comprehensive Labor Relations approach. 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.

25.6 Capital Metro will maintain the accrued liability for accrued time off for all employees, including accrued vacation, sick time, other Paid Time Off (Seniority Day, Birthday, Floating Holiday) 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. 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.

25.6.1 The Service Provider must report the value of such accruals to Capital Metro quarterly, including details about the type of leave accrued, the hours of leave accrued, forfeited, and the current rate of pay. Accrual information must be reported on an individual employee basis.

25.6.2 The Service Provider must report the value of accrued leave paid out each month, including details about the type of leave taken, the hours of leave accrued, forfeited, and the current rate of pay on a quarterly basis. Payout information must be reported on an individual employee basis.

25.6.3 The Service Provider must report pay rate changes each month on an individual employee basis. The value of that employee's accrued leave balance will be adjusted at the end of the month during which they receive a pay rate change.

25.6.4 On a quarterly basis, Capital Metro will reimburse the Service Provider for the amount of leave paid less the value of new accruals (including adjustments for pay rate changes). If the accruals exceed payments, the service provider will provide a credit on the invoice, and it will be deducted from MV's subsequent invoice.

25.6.5 The Service Provider shall not have any liability for accrued leave at the end of the contract term.

25.7 The Service Provider shall recognize existing seniority of employees. The Service Provider shall provide a priority of offer employment to all bargaining unit employees of CMTA's prior (incumbent) 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-Revised-6, Contractual Terms & Conditions

25.8. If necessary, to assist in the transition of any services or employees to another entity, the Service Provider must, upon request, provide de-identified health care claims information to Capital Metro and any other non-proprietary and non-confidential information that would aid in ensuring that the cost of coverage is fully understood.

25.9 If services are to be transitioned at any time to a subsequent service provider, the Service Provider must ensure that any former employee can access all contributed amounts in any Health Savings Account or other such flexible spending account.

26. ANNUAL BUS ROADEO

~~Service Provider will be responsible for coordinating, organizing and implementing the annual local Bus Rodeo for operators and mechanics on behalf of CMTA. Operators and maintenance teams from all CMTA's bus and para-transit service providers are eligible to participate. Staff from Service Provider, CMTA and other bus service providers can be expected to serve as judges. Service Provider should include costs for the local Rodeo in its fixed fee price proposal. Service Provider is encouraged to develop plans to solicit sponsorships from vendors and/or other services providers and reflect these sponsorships in a lowered cost included in their fixed fee. Local Rodeo winners (top scoring operator and maintenance team) will be sent to the APTA International Bus Rodeo in the spring. CMTA will reimburse the winners' employer for actual travel expenses associated with this trip, provided such travel occurred within CMTA's travel guidelines. CMTA's reimbursement will include guest registration for the spouse or partner of each Rodeo Team members.~~

27. MARKETING AND PUBLIC RELATIONS

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

27.2 Service Provider shall distribute CMTA passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by CMTA from time to time. This includes distribution of pocket schedules on each vehicle.

~~27.3 **Bus Stop Closure Services.** Service Provider is responsible for posting ad hoc postings related to detours, Service changes and other CMTA events. Such ad hoc requests are limited to 15 or fewer postings.~~

~~27.3.1 When more than 15 postings are required, Service Provider shall be eligible for additional reimbursement, as detailed in the most current Exhibit A-Revised-3. To qualify for additional reimbursement, Service Provider~~

shall comply with the requirements detailed in Attachment — Bus Stop Closures. Such postings may pertain to any CMTA service or event and are not limited to support of the Services operated by Service Provider.

~~27.4 Service Provider will be responsible for ensuring that a space is provided for distributing pocket schedules to operators (current wall racks or equivalent). Service Provider is responsible for keeping this area stocked with CMTA provided pocket schedules. The area must be fully stocked prior to morning and afternoon pull out, seven days a week.~~

~~27.5 Service Provider is responsible for ensuring that revenue service vehicles are stocked with pocket schedules, as directed by CMTA.~~

~~27.6 Service Provider is responsible for periodically delivering and retrieving large public information postings (sandwich boards) from Park and Rides, Rail Stations, Transfers Centers and other locations as designated by CMTA.~~

27.7 CMTA shall be the exclusive official public media contact in connection with transportation service. Under no circumstances shall Service Provider or its employees be permitted to distribute any confidential printed or written materials pertaining to CMTA or other affiliates without permission from the CMTA Program Manager, Director, Contract Oversight or designee. Service Provider is required to notify and consult with the Authority prior to making public statements or conducting media interviews in an official capacity.

28. FAILURE TO COMPLY

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

29. SYSTEM-WIDE CAPITAL METRO POLICIES

Service Provider shall at all times comply, and cause its assigned personnel and subcontractors to comply, with CMTA's ~~system-wide~~ policies and procedures. CMTA's ~~system-wide~~ policies and procedures, as revised, supplemented, and updated from time to time. These policies and procedures include, but are not limited to, the documents ~~can be found on~~ CMTA's service provider extranet site located at https://capmetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Forms/AllItems.aspx?viewpath=%2Fsites%2FEXT_MOSP%2FPoliciesProcedures%2FForms%2FAllItems.aspx or as otherwise provided by CMTA to the Service Provider during the term of the Contract. CMTA will notify Service Provider of any changes to ~~system-wide~~ policies or procedures, or of any changes to the link that accesses the ~~system-wide~~ policies and procedures. Service Provider will be responsible for the distribution of such policies and procedures, as amended, supplemented and updated from time to time, to all assigned personnel and require familiarity with such policies and procedures by all assigned personnel. ~~Refer to Attachment – List of CMTA Policies and Procedures.~~

30. INNOVATIVE BENEFIT PROGRAMS

30.1 CMTA and current Service Provider employees participate in two innovative benefit programs, the Wellness program and the Child Care Center. ~~Proposers should assume the inclusion of these programs for Service Provider employees. CMTA expects that the value of these programs will be demonstrated by cost savings in other areas. Proposers should detail how these savings are reflected in the pricing proposal in the pricing assumptions section of Volume 1 (see Exhibit C Revised-1 for details on proposal contents).~~

30.2 Child Care. CMTA operates a child care center serving the needs of families with children from infant through pre-Kindergarten (age 5). CMTA extends priority access to Service Provider employees to gain a higher priority on the waiting list for enrollment. CMTA has established a reduced tuition rate schedule for CMTA employees. Should the Service Provider wish to extend these reduced tuition rates to their employees as an additional benefit, CMTA

will facilitate such rate discounts as a credit to the amounts owned on the Service Providers monthly invoice. Federal and or State tax credits may be available to companies contributing to center-based child care for their employees.

30.3 Wellness Program. CMTA provides an award-winning wellness program **that is available to Service Provider's employees**. A description of the Wellness Program is provided in Attachment – Wellness Program Description.

31. MOBILIZATION AND START UP SCHEDULE

31.1 Service Provider shall provide an implementation/mobilization schedule submitted with its Proposal. This schedule shall include all the key elements and resources necessary to guarantee uninterrupted services on the date established for contracted services to begin (the Mobilization period would be from Notice to Proceed, ~~anticipated to be Mid-August, 2019~~, through January 4, 2020 ~~Schedule shall be based on the anticipated contract award date of April 1, 2019~~ and the contracted services to begin January 5, 2020. ~~October 1, 2019~~). Service Provider shall provide passengers a seamless transition that aims to provide those passengers with high-quality and uninterrupted service throughout this process.

31.1.1 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 will be allowed to attend training session(s).

31.2 During mobilization, CMTA will make available to the Service Provider at each facility three (3) buses for training during the weekday, and up to twenty (20) buses during the weekend for training purposes. During this period, CMTA will be responsible for servicing and maintenance of these vehicles. The Service Provider will be responsible for any damage and/or abuse resulting from training activities.

31.3 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.

31.4 All plans referenced in the Scope of Services requested by CMTA shall be submitted by the Service Provider after contract award in accordance with the schedule established by CMTA. All plans require CMTA approval before implementation.

31.5 The required plans specific to this Scope of Services shall be submitted within the required timeframe. The Service Provider will not be allowed to begin service until all plans are submitted and approved by CMTA.

31.6 Service Provider 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, will continue them. Service Provider agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition.

32. IMPROVEMENTS TO REQUESTED SERVICES

32.1 It is CMTA's desire to provide the most efficient and cost-effective service without compromising service quality. If there are requirements that are included in the description of services that could be modified to reduce cost or improve quality, please identify those areas on a separate attachment along with the potential savings. Such alternate proposals shall be submitted with an in-depth description, detailing the proposal and the benefit to CMTA. See Exhibit C-Revised-1 – Solicitation Instructions and Conditions.

32.1 Service or Technology Innovations: Service Provider will be required to support CMTA in deploying future transit innovations, such as, but not limited to, electric buses, fully or partially automated vehicles, on-demand/flexible service delivery models, mobility as a service technology, innovative fare collection or other public transit innovations which may arise. Should CMTA decide to launch such a project, CMTA will work collaboratively with Service Provider to develop the scope for such services. Price for such service will be negotiated at the time, using the pricing details provided in the most current Exhibit A-Revised-3 as the basis of calculating the incremental cost

increase for such pilot service. Service Providers shall describe in their proposal their approach and capability for supporting such efforts. See Exhibit C-Revised-1 – Solicitation Instructions and Conditions.