



CONTRACT NO. 200498

SEE SOMETHING/ SAY SOMETHING APPLICATION (ELERTS)
(GENERAL SERVICE ADMINISTRATION (GSA) CONTRACT NO. GS-07F-0390V)

(RFQ 305873)

CONTRACTOR:

Noble Supply
302 Weymouth Street
Rockland, MA 02370
Contact: Cassia Proude
Phone: 781-616-1546
Fax: 781-871-7449
Email: cproude@noble.com

AWARD DATE:

February 11, 2020

AWARD AMOUNT:

Not to Exceed: \$70,976.36

TERM:

Thirteen (13) Months from Notice to Proceed
(February 14, 2020 Through March 13, 2021)

PROJECT MANAGER:

Jeffrey Downey
512-369-6249
jeffrey.downey@capmetro.org

**CONTRACT
ADMINISTRATOR:**

Danny Solano
512-389-7446
danny.solano@capmetro.org

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

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TABLE OF CONTENTS

TAB	DESCRIPTION
1	EXHIBIT A - SCHEDULE
2	EXHIBIT B - REPRESENTATIONS AND CERTIFICATIONS
3	EXHIBIT F – SCOPE OF SERVICES
4	EXHIBIT F-1 – EPPM PHASE TASKS AND DELIVERABLES
5	EXHIBIT F-2 CMTA QUESTIONS AND CONTRACTOR ANSWERS
6	ELERTS SUBSCRIPTION AGREEMENT
7	CONTRACTOR'S GSA QUOTE
8	CONTRACTOR'S GSA CONTRACT NO. GS-07F-0390V

TAB 1

EXHIBIT A

PRICING SCHEDULE

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

**EXHIBIT A
PRICING SCHEDULE
RFQ 305873**

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

1. IDENTIFICATION OF OFFEROR AND SIGNATURE OF AUTHORIZED AGENT

Company Name (Printed)	Noble Supply		
Address	302 Weymouth St		
City, State, Zip	Rockland, MA 02370		
Phone, Fax, Email	7816161546	7818717449	cproude@noble.com
The undersigned agrees, if this offer is accepted within the period specified, to furnish any or all supplies and/or services specified in the Schedule at the prices offered therein.			
Authorized Agent Name and Title (Printed)	Cassia Proude - Sales Manager		
Signature and Date	<i>Cassia Proude</i>		1/24/2020

2. ACKNOWLEDGEMENT OF AMENDMENTS

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

Amendment #	Date	Amendment #	Date

3. PROMPT PAYMENT DISCOUNT

# of Days	Net 10	Percentage	2 %
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Note, payment terms are specified in Exhibit E, Contractual Terms and Conditions.

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

The Authority hereby accepts this offer.

Authorized Agent Name and Title (Printed)	Danny Solano, Contracting Officer
Signature and Date	<i>[Signature]</i> 2/14/20
Accepted as to:	Exhibit A, Pricing Schedule, Dated January 24, 2020, Section 7, Pricing-Base Term, Item 1 and 2 Inclusive, for a Total Not to Exceed Amount of \$70,976.36

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

5. DOCUMENTS ENCLOSED WITH THE OFFER AND # OF COPIES

The offeror has enclosed one (1) electronic copy of the following required submittals along. Check each box below, to indicate that the submittals have been included.

- Exhibit A – Schedule and Pricing**
- Exhibit B – Representations and Certifications**
- Exhibit F – Scope of Services/ Compliance Matrix**
- Exhibit F-2 – CMTA Questions**

Note: Failure to submit the required submittals along with the offer may result in rejection of the offer.

Remainder of page left blank intentionally

Signature of Authorized Agent: _____

Cassia Proude

Date: 1/24/2020

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

For further information regarding Exhibit A, you may:

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

OR

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

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

TAB 2

EXHIBIT B

**REPRESENTATIONS AND
CERTIFICATIONS**

EXHIBIT B

REPRESENTATIONS AND CERTIFICATIONS

(LOCALLY FUNDED SUPPLY/SERVICE/CONSTRUCTION CONTRACTS)

MUST BE RETURNED WITH THE OFFER

1. TYPE OF BUSINESS

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

- An individual
- A partnership
- A sole proprietor
- A corporation
- Another entity _____

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

Massachusetts

2. PARENT COMPANY AND IDENTIFYING DATA

(a) The offeror (mark one):

- is
- is not

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

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

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

██████████

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

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

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

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

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) Cassia Proude is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision [Cassia Proude person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

4. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

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

5. COMMUNICATIONS

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

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

Individual's Name	Date/Subject of Communication
Danny Solano	1/9/2020 > RFQ Q&A
Jeffery Downey	1/9/2020> RFQ Q&A

(Attach continuation form, if necessary.)

6. CONTINGENT FEE

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

- has
- has not

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

- has
- has not

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

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

7. CODE OF ETHICS

(a) Statement of Purpose

The brand and reputation of Capital Metro is determined in large part by the actions or ethics of representatives of the agency. Capital Metro is committed to a strong ethical culture and to ethical behavior by all individuals serving Capital Metro as employees, members of the Board of Directors or volunteers. Individuals serving Capital Metro will conduct business with honesty and integrity. We will make decisions and take actions that are in the best interest of the people we serve and that are consistent with our mission, vision and this policy. The Code of Ethics (the "Code") documents Capital Metro's Standards of Ethical Conduct and policies for Ethical Business Transactions. Compliance with the Code will help protect Capital Metro's reputation for honesty and integrity. The Code attempts to provide clear principles for Capital Metro's expectations for behavior in conducting Capital Metro business. We have a duty to read, understand and comply with the letter and spirit of the Code and Capital Metro policies. You are encouraged to inquire if any aspect of the Code needs clarification.

(b) Applicability

The Code applies to Capital Metro employees, contractors, potential contractors, Board Members and citizen advisory committee members. Violation of the Code of Ethics may result in discipline up to and including termination or removal from the Board of Directors.

(c) Standards of Ethical Conduct

The public must have confidence in our integrity as a public agency and we will act at all times to preserve the trust of the community and protect Capital Metro's reputation. To demonstrate our integrity and commitment to ethical conduct we will:

- (1) Continuously exhibit a desire to serve the public and display a helpful, respectful manner.
- (2) Exhibit and embody a culture of safety in our operations.
- (3) Understand, respect and obey all applicable laws, regulations and Capital Metro policies and procedures both in letter and spirit.
- (4) Exercise sound judgment to determine when to seek advice from legal counsel, the Ethics Officer or others.
- (5) Treat each other with honesty, dignity and respect and will not discriminate in our actions toward others.
- (6) Continuously strive for improvement in our work and be accountable for our actions.
- (7) Transact Capital Metro business effectively and efficiently and act in good faith to protect the Authority's assets from waste, abuse, theft or damage.
- (8) Be good stewards of Capital Metro's reputation and will not make any representation in public or private, orally or in writing, that states, or appears to state, an official position of Capital Metro unless authorized to do so.
- (9) Report all material facts known when reporting on work projects, which if not revealed, could either conceal unlawful or improper practices or prevent informed decisions from being made.
- (10) Be fair, impartial and ethical in our business dealings and will not use our authority to unfairly or illegally influence the decisions of other employees or Board members.

(11) Ensure that our personal or business activities, relationships and other interests do not conflict or appear to conflict with the interests of Capital Metro and disclose any potential conflicts.

(12) Encourage ethical behavior and report all known unethical or wrongful conduct to the Capital Metro Ethics Officer or the Board Ethics Officer.

(d) Roles and Responsibilities

It is everyone's responsibility to understand and comply with the Code of Ethics and the law. Lack of knowledge or understanding of the Code will not be considered. If you have a question about the Code of Ethics, ask.

It is the responsibility of Capital Metro management to model appropriate conduct at all times and promote an ethical culture. Seek guidance if you are uncertain what to do.

It is Capital Metro's responsibility to provide a system of reporting and access to guidance when an employee wishes to report a suspected violation and to seek counseling, and the normal chain of command cannot, for whatever reason, be utilized. If you need to report something or seek guidance outside the normal chain of command, Capital Metro provides the following resources:

(1) Anonymous Fraud Hotline – Internal Audit

(2) Anonymous Online Ethics Reporting System

(3) Contact the Capital Metro Ethics Officer, Vice-President of Internal Audit, the EEO Officer or Director of Human Resources

(4) Safety Hotline

The Capital Metro Ethics Officer is the Chief Counsel. The Ethics Officer is responsible for the interpretation and implementation of the Code and any questions about the interpretation of the Code should be directed to the Ethics Officer.

(e) Ethical Business Transactions

Section 1. Impartiality and Official Position

(1) A Substantial Interest is defined by Tex. Loc. Govt. Code, § 171.002. An official or a person related to the official in the first degree by consanguinity or affinity has a Substantial Interest in:

(i) A business entity if the person owns ten percent (10%) or more of the voting stock or shares of the business entity or owns either 10% or more or \$15,000 or more of the fair market value of the business entity OR funds received by the person from the business entity exceed 10% of the person's gross income for the previous year; or

(ii) Real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

Capital Metro will not enter into a contract with a business in which a Board Member or employee or a Family Member of a Board Member or employee as defined in Section 8 has a Substantial Interest except in case of emergency as defined in the Acquisition Policy PRC-100 or the business is the only available source for essential goods and services or property.

(2) No Board Member or employee shall:

(i) Act as a surety for a business that has work, business or a contract with Capital Metro or act as a surety on any official bond required of an officer of Capital Metro.

(ii) Represent for compensation, advise or appear on behalf of any person or firm concerning any contract or transaction or in any proceeding involving Capital Metro's interests.

(iii) Use his or her official position or employment, or Capital Metro's facilities, equipment or supplies to obtain or attempt to obtain private gain or advantage.

(iv) Use his or her official position or employment to unfairly influence other Board members or employees to perform illegal, immoral, or discreditable acts or do anything that would violate Capital Metro policies.

(v) Use Capital Metro's resources, including employees, facilities, equipment, and supplies in political campaign activities.

(vi) Participate in a contract for a contractor or first-tier subcontractor with Capital Metro for a period of one (1) year after leaving employment on any contract with Capital Metro.

(vii) Participate for the life of the contract in a contract for a contractor or first-tier subcontractor with Capital Metro if the Board Member or employee participated in the recommendation, bid, proposal or solicitation of the Capital Metro contract or procurement.

Section 2. Employment and Representation

A Board Member or employee must disclose to his or her supervisor, appropriate Capital Metro staff or the Board Chair any discussions of future employment with any business which has, or the Board Member or employee should reasonably foresee is likely to have, any interest in a transaction upon which the Board Member or employee may or must act or make a recommendation subsequent to such discussion. The Board Member or employee shall take no further action on matters regarding the potential future employer.

A Board Member or employee shall not solicit or accept other employment to be performed or compensation to be received while still a Board Member or employee, if the employment or compensation could reasonably be expected to impair independence in judgment or performance of their duties.

A Board Member or employee with authority to appoint or hire employees shall not exercise such authority in favor of an individual who is related within the first degree, within the second degree by affinity or within the third degree by consanguinity as defined by the Capital Metro Nepotism Policy in accordance with Tex. Govt. Code, Ch. 573.

Section 3. Gifts

It is critical to keep an arms-length relationship with the entities and vendors Capital Metro does business with in order to prevent the appearance of impropriety, undue influence or favoritism.

No Board Member or employee shall:

(1) Solicit, accept or agree to accept any benefit or item of monetary value as consideration for the Board Member's or employee's decision, vote, opinion, recommendation or other exercise of discretion as a public servant. [Tex. Penal Code §36.02(c)]

(2) Solicit, accept or agree to accept any benefit or item of monetary value as consideration for a violation of any law or duty. [Tex. Penal Code §36.02(a)(1)]

(3) Solicit, accept or agree to accept any benefit or item of monetary value from a person the Board Member or employee knows is interested in or likely to become interested in any Capital Metro contract or transaction if the benefit or item of monetary value could reasonably be inferred as intended to influence the Board Member or employee. [Tex. Penal Code §36.08(d)]

(4) Receive or accept any gift, favor or item of monetary value from a contractor or potential contractor of Capital Metro or from any individual or entity that could reasonably be inferred as intended to influence the Board Member or employee.

Exception: Consistent with state law governing public servants, a gift does not include a benefit or item of monetary value with a value of less than \$50, excluding cash or negotiable instruments, unless it can reasonably be inferred that the item was intended to influence the Board Member or employee. A department may adopt more restrictive provisions if there is a demonstrated and documented business need. [Tex. Penal Code § 36.10(a)(6)]

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

Exception: Food, lodging, or transportation that is provided as consideration for legitimate services rendered by the Board Member or employee related to his or her official duties is not a violation of this policy.

If you are uncertain about a gift, seek guidance from the Ethics Officer.

Section 4. Business Meals and Functions

Board Members and employees may accept invitations for free, reasonable meals in the course of conducting Capital Metro's business or while attending a seminar or conference in connection with Capital Metro business as long as there is not an active or impending solicitation in which the inviting contractor or party may participate and attendance at the event or meal does not create an appearance that the invitation was intended to influence the Board Member or employee.

When attending such events, it is important to remember that you are representing Capital Metro and if you chose to drink alcohol, you must do so responsibly. Drinking irresponsibly may lead to poor judgment and actions that may violate the Code or other Capital Metro policies and may damage the reputation of Capital Metro in the community and the industry.

Section 5. Confidential Information

It is everyone's responsibility to safeguard Capital Metro's nonpublic and confidential information.

No Board Member or employee shall:

(1) Disclose, use or allow others to use nonpublic or confidential information that Capital Metro has not made public unless it is necessary and part of their job duties and then only pursuant to a nondisclosure agreement approved by legal counsel or with consultation and permission of legal counsel.

(2) Communicate details of any active Capital Metro procurement or solicitation or other contract opportunity to any contractor, potential contractor or individual not authorized to receive information regarding the active procurement or contract opportunity.

Section 6. Financial Accountability and Record Keeping

Capital Metro's financial records and reports should be accurate, timely, and in accordance with applicable laws and accounting rules and principles. Our records must reflect all components of a transaction in an honest and forthright manner. These records reflect the results of Capital Metro's operations and our stewardship of public funds.

A Board Member or employee shall:

(1) Not falsify a document or distort the true nature of a transaction.

- (2) Properly disclose risks and potential liabilities to appropriate Capital Metro staff.
- (3) Cooperate with audits of financial records.
- (4) Ensure that all transactions are supported by accurate documentation.
- (5) Ensure that all reports made to government authorities are full, fair, accurate and timely.
- (6) Ensure all accruals and estimates are based on documentation and good faith judgment.

Section 7. Conflict of Interest

Employees and Board Members are expected to deal at arms-length in any transaction on behalf of Capital Metro and avoid and disclose actual conflicts of interest under the law and the Code and any circumstance which could impart the appearance of a conflict of interest. A conflict of interest exists when a Board Member or employee is in a position in which any official act or action taken by them is, may be, or appears to be influenced by considerations of personal gain rather than the general public trust.

Conflict of Interest [Tex. Loc. Govt. Code, Ch. 171 & 176, § 2252.908]

No Board Member or employee shall participate in a matter involving a business, contract or real property transaction in which the Board Member or employee has a Substantial Interest if it is reasonably foreseeable that an action on the matter would confer a special economic benefit on the business, contract or real property that is distinguishable from its effect on the public. [Tex. Loc. Govt. Code, § 171.004]

Disclosure

A Board Member or employee must disclose a Substantial Interest in a business, contract, or real property that would confer a benefit by their vote or decision. The Board Member or employee may not participate in the consideration of the matter subject to the vote or decision. Prior to the vote or decision, a Board Member shall file an affidavit citing the nature and extent of his or her interest with the Board Vice Chair or Ethics Officer. [Tex. Loc. Govt. Code, § 171.004]

A Board Member or employee may choose not to participate in a vote or decision based on an appearance of a conflict of interest and may file an affidavit documenting their recusal.

Section 8. Disclosure of Certain Relationships [Tex. Loc. Govt. Code, Ch. 176]

Definitions

(1) A Local Government Officer is defined by Tex. Loc. Govt. Code § 176.001(4). A Local Government Officer is:

- (i) A member of the Board of Directors;
- (ii) The President/CEO; or

(iii) A third party agent of Capital Metro, including an employee, who exercises discretion in the planning, recommending, selecting or contracting of a vendor.

- (2) A Family Member is a person related within the first degree by consanguinity or the second degree by affinity as defined by Tex. Govt. Code, Ch. 573.
- (3) A Family Relationship is a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity as defined by Tex. Govt. Code, Ch. 573.
- (4) A Local Government Officer must file a Conflicts Disclosure Statement (FORM CIS) if:

- (i) The person or certain Family Members received at least \$2,500 in taxable income (other than investment income) from a vendor or potential vendor in the last twelve (12) months through an employment or other business relationship;
 - (ii) The person or certain Family Members received gifts from a vendor or potential vendor with an aggregate value greater than \$100 in the last 12 months; or
 - (iii) The vendor (or an employee of the vendor) has a Family Relationship with the Local Government Officer.
- (5) A vendor doing business with Capital Metro or seeking to do business with Capital Metro is required to file a completed questionnaire (FORM CIQ) disclosing the vendor's affiliations or business relationship with any Board Member or local government officer or his or her Family Member.

Section 9. Duty to Report and Prohibition on Retaliation

Board Members and employees have a duty to promptly report any violation or possible violation of this Code of Ethics, as well as any actual or potential violation of laws, regulations, or policies and procedures to the hotline, the Capital Metro Ethics Officer or the Board Ethics Officer.

Any employee who reports a violation will be treated with dignity and respect and will not be subjected to any form of retaliation for reporting truthfully and in good faith. Any retaliation is a violation of the Code of Ethics and may also be a violation of the law, and as such, could subject both the individual offender and Capital Metro to legal liability.

Section 10. Penalties for Violation of the Code of Ethics

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

- (1) If a Board Member does not comply with the requirements of this policy, the Board member may be subject to censure or removal from the Board in accordance with Section 451.511 of the Texas Transportation Code.
- (2) If an employee does not comply with the requirements of this policy, the employee shall be subject to appropriate disciplinary action up to and including termination.
- (3) Any individual or business entity contracting or attempting to contract with Capital Metro which offers, confers or agrees to confer any benefit as consideration for a Board Member's or employee's decision, opinion, recommendation, vote or other exercise of discretion as a public servant in exchange for the Board Member's or employee's having exercised his official powers or performed his official duties, or which attempts to communicate with a Board Member or Capital Metro employee regarding details of a procurement or other contract opportunity in violation of Section 5, or which participates in the violation of any provision of this Policy may have its existing Capital Metro contracts terminated and may be excluded from future business with Capital Metro for a period of time as determined appropriate by the President/CEO.
- (4) Any individual who makes a false statement in a complaint or during an investigation of a complaint with regard to a matter that is a subject of this policy is in violation of this Code of Ethics and is subject to its penalties. In addition, Capital Metro may pursue any and all available legal and equitable remedies against the person making the false statement or complaint.

Section 11. Miscellaneous Provisions

- (1) This Policy shall be construed liberally to effectuate its purposes and policies and to supplement such existing laws as they may relate to the conduct of Board Members and employees.

(2) Within sixty (60) days of the effective date for the adoption of this Code each Board Member and employee of Capital Metro will receive a copy of the Code and sign a statement acknowledging that they have read, understand and will comply with Capital Metro's Code of Ethics. New Board Members and employees will receive a copy of the Code and are required to sign this statement when they begin office or at the time of initial employment.

(3) Board Members and employees shall participate in regular training related to ethical conduct, this Code of Ethics and related laws and policies.

8. RESERVED

9. TEXAS ETHICS COMMISSION CERTIFICATION

In accordance with Section 2252.908, Texas Government Code, upon request of the Authority, the selected contractor may be required to electronically submit a "Certificate of Interested Parties" with the Texas Ethics Commission in the form required by the Texas Ethics Commission, and furnish the Authority with the original signed and notarized document prior to the time the Authority signs the contract. The form can be found at www.ethics.state.tx.us. Questions regarding the form should be directed to the Texas Ethics Commission.

10. TEXAS LABOR CODE CERTIFICATION (CONSTRUCTION ONLY)

Contractor certifies that Contractor will provide workers' compensation insurance coverage on every employee of the Contractor employed on the Project. Contractor shall require that each Subcontractor employed on the Project provide workers' compensation insurance coverage on every employee of the Subcontractor employed on the Project and certify coverage to Contractor as required by Section 406.96 of the Texas Labor Code, and submit the Subcontractor's certificate to the Authority prior to the time the Subcontractor performs any work on the Project.

11. CERTIFICATION REGARDING ISRAEL

As applicable and in accordance with Section 2270.002 of the Texas Government Code, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

12. CERTIFICATION REGARDING FOREIGN TERRORIST ORGANIZATIONS

Contractor certifies and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

13. CERTIFICATION OF PRIME CONTRACTOR PARTICIPATION

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

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

(c) The offeror further certifies that no more than seventy percent (70%) of the work will be done by subcontractors.

14. SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS

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

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

- (b) The offeror shall provide immediate written notice to the Authority if, at any time prior to contract award, the offeror learns that the offeror's certification was, or a subsequent communication makes, the certification erroneous.
- (c) Offerors must set forth full, accurate and complete information as required by this solicitation (including this attachment). Failure of an offeror to do so may render the offer nonresponsive.
- (d) A false statement in any offer submitted to the Authority may be a criminal offense in violation of Section 37.10 of the Texas Penal Code.
- (e) I understand that a false statement on this certification may be grounds for rejection of this submittal or termination of the awarded contract.

Name of Offeror:

Noble Sales Co., Inc

Type/Print Name of Signatory:

Cassia Proude

Signature:

Cassia Proude

Date:

1/24/2020

TAB 3

EXHIBIT F

SCOPE OF SERVICES

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT F

SCOPE OF SERVICES/ COMPLIANCE MATRIX

1.0	Overview							
1.1	<p>Introduction. Capital Metropolitan Transportation Authority (“CapMetro” or “CMTA”) is requesting proposals for services to provide, install, and integrate a commercial off-the-shelf "See Something Say Something" reporting app (SSSS) that provides end-to-end SSSS reporting and integration. The approach shall maximize the out-of-the-box functionality of a SSSS solution to minimize development of customizations and complexity for future supportability and upgradability. The selected Contractor shall supply all hardware, software, licenses, and services to fully configure, integrate, and rollout to the organization. The SSSS reporting shall function within the existing web and app environment.</p> <p>CMTA is the regional public transportation leader for Central Texas headquartered in Austin, Texas with 30.5 million boarding each year across bus, rail, and paratransit services. See https://www.capmetro.org/facts for additional background including ridership and budgets. The SSSS will be used as a "real time" public facing communication system that would support CMTA daily operations. CMTA participates in providing special event support to such events as SXSW, ACL, F1, and etc. The SSSS will be an integral system for day to day usage and allow CMTA to ensure the safety and security of our customers.</p>							
1.2	<p>SSSS Architecture Vision. CMTA is seeking a platform that allows customers to quickly report safety, security, and maintenance concerns. Reports would initially be submitted via stand alone App during Phase I, via the CMTA web site (capmetro.org) during Phase II, and then from CMTA App during Phase III of roll out. The Operations Control Center ("OCC") would receive the incident report on their management console. The report may include text, photo, video, and should also include a GPS map showing where the problem is occurring while leveraging existing CMTA cameras. In addition, the OCC may broadcast advisories to app users. History of incidents should be kept for a system-wide perspective which allows reporting to be visualized for areas of safety & security concerns.</p>							
1.3	<p>High Level Objectives:</p> <ul style="list-style-type: none"> • Off the shelf product • Able to integrate with CMTA web site • Able to integrate with CMTA application • Fast and easy to operate by end-users • Allows for anonymous reporting • Report types • Allows dispatcher to communicate to end-users • Utilizes store and forward technology to send message when connectivity returns • Allows for text, picture, and video • Data retention for text, picture, and video • Has GPS mapping functionality • Integrates with current CMTA video systems • Integrates with current CMTA PA systems • System-Wide reporting • Easy to share media files with regional partners • CMTA branding option • ADA (Americans with Disabilities Act) compliant • Vendor Support • Other possible options needed • Project Management 							
<p>Compliance Instructions:</p> <ul style="list-style-type: none"> •For each Compliance Term, select "C-Comply", "N-Cannot Comply" or "A-Will Comply with Alternative" •The comments section shall be used for "A-will comply with an alternative" for explaining the alternative, or where requested in the Compliance Term column. •Do not add comments for "C" or "N." • The selected Contractor ("Contractor") must deliver a system encompassing all requirements including delivery of third-party products to make the solution fully functional. • The requirements in the Scope of Services and Compliance Matrix are functional in nature and do not encompass all requirements. The Contractor shall determine, through the Plan and Design phases, the impacts of the Solution and specific technical modifications needed to carry out the intent herein. The Contractor shall document and discuss said needs with CMTA and implement the agreed-upon solution accordingly. •Contractor must deliver all Compliance Terms unless it is within a section marked "Optional" that is not exercised or CMTA agrees to an alternative. •The final column entitled "Test #" shall be used during the Develop Phase when the Contractor will update the Compliance Matrix with the test number that responds with each line. •The Project and Project Schedule shall use the Enterprise Project and Portfolio Phase Tasks and Deliverables shown on Appendix A. •Answer all questions on Appendix B Technical Questions 								
		Compliance Term	Contractor Questions	CMTA Response	Compliance	Contractor Comments	CMTA Response	Test #
2.0	Off the shelf product - Minimum Requirements							

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT F

SCOPE OF SERVICES/ COMPLIANCE MATRIX

	Compliance Term	Contractor Questions	CMTA Response	Compliance	Contractor Comments	CMTA Response	Test #
2.1	Cloud based						
3.0	Able to integrate with CMTA web site - Minimum Requirements						
3.1	Mobile Web Form to allow communication back to customer						
3.2	CMTA Web site - CapMetro.org						
4.0	Able to integrate with CMTA application - Minimum Requirements						
4.1	API or another way to integrate Vendor application with CMTA application						
4.2	SDK or another way to integrate Vendor application with CMTA application						
4.3	Deep Link or another way to integrate Vendor application with CMTA application						
4.4	CMTA application links						
4.4.1	Apple - https://itunes.apple.com/us/app/capmetro/id787315615?ls=1&mt=8						
4.4.2	Android - https://play.google.com/store/apps/details?id=co.bytemark.cmta						
5.0	Fast and easy to operate by end-users - Minimum Requirements						
5.1	App buttons or drop down list?						
6.0	Allows for anonymous reporting - Minimum Requirements						
6.1	Allows for camera flash to be turned off for customer safety						
6.2	Allows for anonymous & non-anonymous incident submission						
7.0	Report types - Minimum Requirements						
7.1	Option to add or remove report types as needed						
7.2	Report type list						
7.2.1	Graffiti/Vandalism						
7.2.2	Human Trafficking						
7.2.3	Illegally Parked Vehicle						
7.2.4	Nuisance Behavior - Loud Music, Smoking, Drinking						
7.2.5	Other Security Related Items						
7.2.6	Panhandling						
7.2.7	Suspicious Activity/Person						
7.2.8	TEST - THIS IS ONLY A TEST						
7.2.9	Unattended Bag or Package						
7.2.10	Welfare Check/Mentally ill Subject						
8.0	Allows dispatcher to communicate to end-users - Minimum Requirements						
8.1	Allows for BOLO alerts to users of the application ("be on the lookout")						
8.2	Able to communicate back to anonymous/non-anonymous via text						
9.0	Utilizes store and forward technology to send message when connectivity returns - Minimum Requirements						
9.1	Sends incident immediately when connectivity returns						
10.0	Allows for text, picture, and video - Minimum Requirements						
10.1	Allows for text						
10.2	Allows for picture						
10.3	Allows for video						
11.0	Data retention for text, picture, and video - Minimum Requirements						
11.1	Data kept internally by CMTA or externally by vendor?						
11.2	Data for text shall be kept for Event Date +3 Years following TLSAC Authority GR1000-24 (Event Date = Resolution or dismissal of complaint)						
11.3	Data for picture shall be kept for Event Date +3 Years following TLSAC Authority GR1000-24 (Event Date = Resolution or dismissal of complaint)						
11.4	Data for video shall be kept for Event Date +3 Years following TLSAC Authority GR1000-24 (Event Date = Resolution or dismissal of complaint)						

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT F

SCOPE OF SERVICES/ COMPLIANCE MATRIX

	Compliance Term	Contractor Questions	CMTA Response	Compliance	Contractor Comments	CMTA Response	Test #
12.0	Has GPS mapping functionality - Minimum Requirements						
12.1	Application GPS mapping						
12.2	Web form GPS mapping						
13.0	Integrates with current CMTA video systems - Minimum Requirements						
13.1	Able to display current CMTA cameras immediately near live incident						
13.2	Displayed CMTA camera shall have a link to internal CMTA system camera to pull up the live incident						
13.3	Speed if using vendor application to view camera live feed - List speed to view in comments						
14.0	Integrates with current CMTA PA speaker systems - Minimum Requirements						
14.1	Able to display CMTA PA systems immediately near live incident						
14.2	Displayed CMTA PA shall have a link to internal CMTA system PA to utilize PA when needed						
15.0	System-Wide reporting - Minimum Requirements						
15.1	Reporting by GPS location						
15.2	Reporting by camera name						
15.3	Reporting by type of incident						
15.4	Reporting by anonymous vs non-anonymous						
15.5	Reporting by application vs web site						
16.0	Easy to share media files with regional partners - Minimum Requirements						
16.1	Able to share text, picture, and video with application partners						
16.2	Able to share text, picture, and video with non-application partners - Example Austin Police Department (APD) if they don't use same application						
17.0	CMTA branding option - Minimum Requirements						
17.1	Logo						
17.2	Background image						
18.0	ADA (Americans with Disabilities Act) compliant - Minimum Requirements						
18.1	All customer and CMTA staff facing screens are compatible with assistive technologies including screen readers and screen magnification						
18.2	Screens make proper use of forms mode, include tags on all data collection boxes and image fields, and metadata read back is strictly limited						
18.3	Any CAPTCHA (or similar) anti-bot checks include an alternative audio challenge						
18.4	All rider-facing screens can be presented in English and Spanish (at a minimum)						
18.5	Contractor shall provide information about user testing with people with disabilities and the results of such testing						
18.6	Compliance with WCAG 2.1 AA standards to include success criteria for mobile device accessibility including for users with cognitive or learning disabilities, low vision or users with disabilities using mobile devices is desirable						
19.0	Vendor Support - Minimum Requirements						
19.1	Trial available for test group of individuals (minimum of 15 business days) - List in comments how many trial days available for CMTA						
19.2	Days to launch product - List in comments the length of time to launch						
19.3	Recorded webinar training sessions - List in comments how many recorded webinar training sessions conducted						
19.4	Onsite Training sessions - List in comments cost and if available						
19.5	Train the Trainer - After initial training, training materials made available to CMTA						
19.6	Languages supported - List in comments which languages are supported currently and in the works with date						
19.7	Days to launch product with alternate languages - List in comments how long to launch after English version						

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT F

SCOPE OF SERVICES/ COMPLIANCE MATRIX

	Compliance Term	Contractor Questions	CMTA Response	Compliance	Contractor Comments	CMTA Response	Test #
19.8	Supply end user (for CMTA customers) "how to" video for App & Web form						
20.0	Other possible options needed - Minimum Requirements						
20.1	Able to integrate with Service One system for CCRs (Customer Comment Report)						
20.2	Able to integrate with ServiceNow to create & send incident tickets to various teams within CMTA						
21.0	Project Management - Minimum Requirements						
21.1	Contractor shall comply with CMTA EPPM project management framework in Appendix A - EPPM Phases						
22.0	Questions - Minimum Requirements						
22.1	Contractor shall answer questions in Appendix B - Questions						

TAB 4

EXHIBIT F-1

EPPM PHASE TASKS AND DELIVERABLES

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT F-1

EPPM PHASE TASKS AND DELIVERABLES

EPPM Phase Tasks and Deliverables. The Contractor shall collaborate with CMTA on the following phase tasks and provide the associated deliverables required to deploy all software, updates and configurations resulting in a fully functional and tested system. Contractor shall obtain CMTA review of all deliverables and make changes and updates to deliverables per CMTA review as needed.

<p>1.0</p>	<p>Plan. Meet with CMTA project manager and business area stakeholders for project planning, including review of proposed schedule, roles and responsibilities, as well as conduct a complete review of functionality to be delivered, and other project activities. Plan Deliverables:</p> <ul style="list-style-type: none"> 1. Project schedule (draft) 2. Action Items and Issues log (AIL) 3. Review and comment on CMTA Project Management Plan 4. Initiate Risk Register 5. System Implementation Plan (draft) 6. Compliance Matrix Review and Update 7. Kick-off meeting and base product demo with stakeholders to review and clarify requirements including confirmation of any required updates to CMTA's environment
<p>2.0</p>	<p>Design. Contractor's technical requirements gathering and detailed design, beginning with assessment and discussion with affected CMTA departments. This phase will determine how the system will be installed and how it will be managed in the back end. The Contractor will work with CMTA to develop materials that will provide a basis to help instruct CMTA stakeholders in the easiest and most efficient way to use the system to their utmost advantage. Design Deliverables:</p> <ul style="list-style-type: none"> 1.. System Implementation Plan (Final) 2. Disaster Recovery Plan (Draft) 3. Risk Management Plan participation (Final) 4. Project Schedule (Baseline) with Resource Loading 5. Review of Design and System Implementation Plan with Stakeholders 6. Review and Acceptance of CMTA Project Management Plan 7. Compliance Matrix Review and Update
<p>3.0</p>	<p>Develop. Configuration and installation of the solution. This task will include setting the initial configuration values by the Contractor so they can be tested and changed if needed. During this phase, the rollout of the system must be worked on to include training all IT and Operational staff who will use or have on-going support roles. Develop Deliverables:</p> <ul style="list-style-type: none"> 1. High-level Training of CMTA Staff 2. Warranty and Maintenance Plan Review 3. Review and Feedback of CMTA Support Responsibility Matrix 4. Role-based, On-site Training Plan for all User Types (Draft): <ul style="list-style-type: none"> •Training schedule and course outlines for review a minimum of three weeks prior to the scheduled classes •Provide all materials necessary to train participants (CMTA will provide space and laptops) •Schedule the training staff to be on site/on webinar timely to ensure equipment, materials, student accounts and classroom are fully ready for when class begins •Arrange for an instructor(s) with thorough knowledge of the material covered in the course(s) and the ability to effectively lead the knowledge transfer •Provide customized training manuals specific to CMTA's environment in Microsoft Word and PDF. Contractor shall provide the agreed-to number of hard copies
<p>4.0</p>	<p>Test. Integration and testing by Contractor and CMTA to determine that all functionality required of the installed solution, software and integrations into the existing environment is in place and working. The testing phase shall not be deemed complete until all functional requirements of the newly implemented system have been fully tested and approved by the project team. The Contractor shall provide a Test Procedure. Test Deliverables:</p> <ul style="list-style-type: none"> 1. Contractor's Successfully Test Procedure/Plan Results 2. Documentation including User, System Admin, Maintenance, Installation and Training Manuals, (Draft) 3. Test Procedure/Plan (Final) 4. System Acceptance Test 5. Installation Plan (Final) 6. Introduction to Contractor's Support Manager and Team 7. Detailed Processes and Contact Information for Post Go Live Support 8. Test Failure Log & Remediation Plan. Contractor shall lead testing of the solution including integrations and resolve all Significant (Class 1) and Severe (Class 2) Test Failure Results (TFRs). Contractor shall endeavor to resolve Minor (Class 3) TFRs during this phase; however, the requirement for Class 3 resolution is during the Closeout phase. Definition for each class are as follows: <ul style="list-style-type: none"> •Severe - A Class 1 test failure is a severe defect that prevents, inhibits, or significantly impairs further testing or operation of the system. •Significant - A Class 2 test failure is a significant defect that does not prevent further testing or has a minimal effect on normal operations of the system. •Minor – A Class 3 test failure is a minor or isolated defect that does not impact or invalidate the testing or normal operations of the system. 9. Regression Testing of the Entire Test Plan for Any Class 1 and Class 2 Failures 10. Compliance Matrix Review and Update
<p>5.0</p>	<p>Deploy/Go Live: Deploy: once all the test failures have been corrected, the Contractor shall install and configure the software and incorporate it into the live environment. Go Live: the system shall go live and be monitored for the first 30 days of operation. If Severe (Class 1) or Significant (Class 2) issues arise, the Go-Live period may be cancelled, extended or restarted. The Contractor shall be required to participate in the monitoring of the system and respond to issues so they are quickly resolved. Deploy/Go Live Deliverables:</p> <ul style="list-style-type: none"> 1. Conduct Training for all User Types 2. Delivery of all Documentation including User, System Admin, Maintenance, Installation and Training Manuals, (Revise Draft) 3. Deployment, Implementation, Configuration and Integration of solution with all environments 4. Go Live Schedule 5. System Go Live 6. Revised (final) Copies of all Required Documentation including User and Training Manuals 7. Compliance Matrix Review and Update
<p>6.0</p>	<p>Close. Obtain acceptance by CMTA to formally close the project. Apply appropriate updates to project documents. Close out all procurement activities ensuring termination of all relevant agreements. Close Deliverables:</p>

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT F-1

EPPM PHASE TASKS AND DELIVERABLES

EPPM Phase Tasks and Deliverables. The Contractor shall collaborate with CMTA on the following phase tasks and provide the associated deliverables required to deploy all software, updates and configurations resulting in a fully functional and tested system. Contractor shall obtain CMTA review of all deliverables and make changes and updates to deliverables per CMTA review as needed.

<ol style="list-style-type: none"> 1. Follow-up training on areas identified during Go Live and Training Documentation (Final) 2. Resolution of all Minor (Class 3) TFRs 3. Disaster Recovery Plan (Final) 4. Configuration Management Documents (CMD – Final) 	<ol style="list-style-type: none"> 5. APIs and all documentation related to all integrations (Final) 6. Warranty and Maintenance Procedure Review and Forms 7. As-builts: updates to any documentation including design document changes 8. Participation in Lessons Learned
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Project Management. The Contractor shall manage the project continuously beginning with the Notice to Proceed through Close, and shall lead the project and is expected to drive and manage all aspects of the project including the management of any subcontractors. CMTA shall manage and coordinate all its resources. Project Management Deliverables:

7.0	<ol style="list-style-type: none"> 1. Active Partnership with CMTA in assuring Project Success 2. Single Point of Contact for All Communication Regarding Work Under This Contract 3. Task Coordination with The Designated CMTA project manager 4. Regular Communication with The Project Manager and any other staff designated to discuss progress, critical risk factors, schedule, or unique issues that may surface. 5. Specification of CMTA’s staff resources needed for project success with at least two weeks notice in advance within the project schedule. 6. Support Responsibility Matrix Review and Updates as Needed 	<ol style="list-style-type: none"> 7. Semi-monthly Status Meetings with Updated Schedule 8. Review and Feedback of Change Requests as Needed 9. Monthly Risk Registry Updates 10. Monthly Management Review Meetings 11. Monthly Project Status Report
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