



CONTRACT NO. 200697
(RFP 307034)
LIFE, AD&D, DISABILITY & FMLA ADMINISTRATION

CONTRACTOR:

Unum Life Insurance Company of America
5840 Legacy Circle, Ste. D-200
Plano, TX 75024
Phone: (972) 892-1404
FAX: (972) 982-1440

AWARD DATE:

November 30, 2021

CONTRACT TERM:

January 01, 2022 THRU December 31, 2025

PRICE:

\$1,381,387.17

SBE GOAL:

1.45%

PROJECT MANAGER:

Telephone #
Email Address

Sherine Spence
(512) 369-6032
sherine.spence@capmetro.org

CONTRACT ADMINISTRATOR:

Telephone #
Email Address

Denny Ross
(512) 369-7724
denny.ross@capmetro.org

CONTRACT 200697
(RFP 307034)
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**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AUSTIN, TEXAS
AWARD/CONTRACT**

1. SOLICITATION NO: RFP 307034		2. CONTRACT NO.: 200697		3. EFFECTIVE DATE:	
				Upon Execution	
4. CONTRACT ADMINISTRATOR					
NAME: Denny Ross		PHONE:		(512) 369-7724	
5. SHIP TO ADDRESS:			6. DELIVERY TERMS:		
Capital Metro 2910 East 5 th Street Austin, Texas 78702			FOB Destination		
8. CONTRACTOR NAME & ADDRESS:			9. REMITTANCE ADDRESS: (If different from Item 8)		
Unum Life Insurance Company of America 5840 Legacy Circle, Ste. D-200 Plano, TX 75024					
PHONE:		(972) 892-1404			
EMAIL:		BCoggan@UNUM.COM			
10. SBE GOAL: 5%					

CONTRACT EXECUTION

CAUTION: A false statement in any bid or proposal submitted to CMTA may be a criminal offense in violation of Section 37.10 of the Texas Penal Code.

<input checked="" type="checkbox"/>	NEGOTIATED AGREEMENT:	(Contractor is required to sign below and return an original document to the Contracting Officer within five (5) calendar days of receipt.)
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Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified below and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this Award/Contract, (b) the solicitation, as amended, and (c), such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein.

SIGNATURE OF CONTRACTOR:

Name/Title: Brett Coggan - Sales Consultant Signature: Brett Coggan Date: 11/5/21

<input checked="" type="checkbox"/>	AWARD:	Items listed below are changes from the original offer and solicitation as submitted.
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This Award/Contract Form may be executed in multiple originals, and an executed facsimile shall have the same force and effect as an original document.

ALTERATIONS IN CONTRACT:

Exhibit E Contractual Terms and Conditions shall be replaced in its entirety with Exhibit E-Revised-1 and attached hereto and made a part hereof for all pertinent purposes.

Exhibit B Representations and Certifications shall be replaced in its entirety with Exhibit B-Revised-1 and attached hereto and made a part hereof for all pertinent purposes.

ACCEPTED AS TO: Accepted as to Exhibit A-Pricing Schedule (Pricing is based on annual payroll of 322 covered employees):

Section 7 (Pricing, Base Year 1) Items 1 thru 28 inclusive, Section 8 Items 1-3 inclusive, Section 9 items 1-3 inclusive.
Section 7A (Pricing, Base Year 2) Items 1 thru 28 inclusive, Section 8A Items 1-3 inclusive, Section 9A items 1-3 inclusive, and;
Section 7B (Pricing, Base Year 3) Items 1 thru 28 inclusive, Section 8B Items 1-3 inclusive, Section 9B items 1-3 inclusive.

Sections 7,8, and 9 (Pricing, Base Year 1): \$460,462.39
Sections 7A,8A, and 9A (Pricing, Base Year 2): \$460,462.39
Sections 7B, 8B, and 9B (Pricing, Base Year 3): \$460,462.39
GRAND TOTAL BASE YEAR 1, 2 AND 3: \$1,381,387.17

SIGNATURE OF CONTRACTING OFFICER:

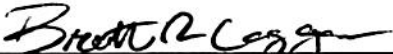
Typed Name:
Muhammad Abdullah, CTCM, C.P.M.
Sr. Director, Chief Contracting & Compliance Officer

E-SIGNED by Muhammad Abdullah
on 2022-02-18 13:55:39 GMT Date: February 18, 2022

**EXHIBIT A
PRICING SCHEDULE
RFP 307034**

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)	Unum		
Address	Dallas Field Office / 5840 Legacy Circle, Suite D-200		
City, State, Zip	Plano, Texas 75024		
Phone, Fax, Email	972-892-1435	972-892-1440	Bcoggan@unum.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)	Brett Coggan, Sr. Sales Consultant		
Signature and Date			7-7-21

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
#1	6.24.21		
#2	6.30.21		

3. PROMPT PAYMENT DISCOUNT

# of Days	Not applicable	Percentage	%
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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)	
Signature and Date	
Accepted as to:	

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

For further information regarding Exhibit A, you may:

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

OR

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

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

EXHIBIT B-REVISED-1

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:

MAINE

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:

Unum Life Insurance Company of
America 1 Fountain Square
Chattanooga, TN 37402-1330
[REDACTED]

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) 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 _____ [insert full name of 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

(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 two (2) years after leaving employment on any contract with Capital Metro.

(vii) Participate for two (2) years 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. VERIFICATION REGARDING FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS

As applicable and in accordance with Section 2274.002 of the Texas Government Code, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

14. 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.

15. SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS

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

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

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

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

(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:

UNUM

Type/Print Name of Signatory:

Brett Cogson - Sales Consultant

Signature:

Brett A. Cogson

Date:

11/5/21

EXHIBIT D
SMALL BUSINESS ENTERPRISE (SBE) PROGRAM
FOR LOCALLY FUNDED SOLICITATIONS

1. PROGRAM BACKGROUND

The Small Business Enterprise (SBE) program is designed to work with the small business community to enhance SBE participation in locally funded procurements. The intent of the SBE program is to provide full and fair opportunities for equal participation by all small businesses at the Authority. The program provides specific thresholds to create opportunities, promote competitiveness, and assist SBEs in overcoming potential barriers to participating in contracting opportunities.

2. DEFINITION

(a) Capital Metro defines small business as any business whose annual gross income averaged over the past three (3) years does not exceed the Small Business Administration's (SBA) size standards as set forth in 13 C.F.R., Part 121. A size standard is the largest that a firm can be and still qualify as a small business.

(b) Any Small Business that is certified as a Small Business Enterprise (SBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE) and Historically Underutilized Business (HUB) meeting the SBA size requirement will be accepted as meeting the Capital Metro SBE requirements

3. SUBMISSION OF SBE FORMS

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

4. CREDIT TOWARDS GOALS

(a) No credit toward meeting SBE goals will be allowed unless the SBE is determined to be eligible by the Capital Metro Office of Diversity. Offerors are strongly encouraged to contact the Authority's Office of Diversity well in advance of the date set for receipt of offers in order to enable review of the proposed SBEs eligibility to participate in the Authority's SBE Program. The dollar value of work performed under a contract with a firm after it has graduated from the SBE program cannot count toward a contract goal. Participation of a SBE subcontractor cannot count toward the prime contractor's SBE achievements until the amount being counted has been paid to the SBE.

(b) Only expenditures to SBEs that perform a Commercially Useful Function may be counted towards goals. A SBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. If a SBE does not perform or exercise responsibility for at least thirty (30%) percent of the total cost of its contract with its own work force, or the SBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it is not

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performing a commercially useful function.

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

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

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

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

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

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

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

5. DEMONSTRATION OF GOOD FAITH EFFORT

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

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

Industry	NAIC Code
Direct Life Insurance Carriers	524113
Liability Insurance Carriers, Direct	524126
Other Insurance Related Activities (524298), and Insurance Agencies & Brokerage	524210

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(2) No SBE goal is assigned to this solicitation due to low availability of certified SBE firms in relevant work areas. However, we will work with the selected vendor towards small business participation.

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

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

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

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

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

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

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

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

6. CERTIFICATION OF SBEs

(a) The City of Austin will serve as the certifying agency for the Austin region, which includes the counties of Bastrop, Caldwell, Hays, Travis and Williamson County. All prospective SBEs must submit appropriate forms, available through the City of Austin Certification Department, to prove actual ownership and control by SBEs. All

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

such firms shall cooperate in supplying additional information as requested by the City of Austin DSMBR Certification Department, which will determine the certification of eligible SBEs. Blank forms may be obtained by contacting the City of Austin Certification Department, 4201 Ed Bluestein Blvd., (512) 974-7645, fax: (512) 974-7609. Vendor may also contact Capital Metro at (512) 389-7512 to obtain information.

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

(c) Capital Metro will accept Small Business Certification from any government agency that certifies Small Business Enterprises.

(d) Information concerning SBEs currently certified can be obtained by contacting the Office of Diversity Department at the address in subparagraph (a) above. Offerors may access the SBE directory at <http://www.austintexas.gov/department/certification>.

(e) Offerors are reminded that only SBEs may participate in Authority contracts in such capacities. If an offeror proposes using a SBE from another state, the firm must produce evidence that it is SBE certified in the state in which the business is headquartered.

7. SBE MODIFICATION OR SUBSTITUTION

In the event that an Offeror wishes to modify its Schedule C of Subcontractor Participation after its offer is submitted and/or a contract awarded, the Offeror/Contractor must notify the Authority in writing and request approval of the modification. This will include any changes to items of work, material, services or SBE firms which differ from those identified on the Schedule C of Subcontractor Participation on file. The Offeror/Contractor must cooperate in supplying the Authority with additional information with respect to the requested modification. If the modification involves a substitution and if it is approved by the Authority, the Offeror/Contractor must make every good faith effort to replace the SBE with another SBE. In the event that the Offeror/Contractor is unable to contract with another SBE firm, such good faith efforts must be documented to the Office of Diversity Department. The substitute SBE firm must be certified by the Authority in order for the Offeror/Contractor to receive credit towards fulfilling its SBE participation goals for the contract.

8. PAYMENT DOCUMENTATION

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

9. SANCTIONS FOR NONCOMPLIANCE WITH THE AUTHORITY'S SBE PROGRAM PROVISIONS

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

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**REQUIRED SUBMITTAL IF SUBCONTRACTORS ARE UTILIZED
CAPITAL METRO
Schedule C, Subcontractor Participation (Local Funds)**

Instructions: The Offeror shall complete this form by listing 1) Names of all proposed subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Age of the firm, 5) Number of employees, 6) % or \$ amount of Total Contract.

NOTE: AS DEFINED BY THE SMALL BUSINESS ADMINISTRATION; A SMALL BUSINESS IS ANY BUSINESS WHOSE ANNUAL GROSS INCOME AVERAGED OVER THE PAST THREE (3) YEARS DOES NOT EXCEED THE SMALL BUSINESS ADMINISTRATION'S (SBA) SIZE STANDARDS AS SET FORTH IN 13 C.F.R., PART 121.

Size Standards for principal NAICS Sectors: Construction General building and heavy construction contractors: \$33.5 million Special trade construction contractors: \$14 million Land subdivision: \$7 million Dredging: \$20 million Services Most common: \$7 million Computer programming, data processing and systems design: \$25.5 million The highest annual-receipts size standard in any service industry: \$35.5 million **Manufacturing** About 75 percent of the manufacturing industries: 500 employees A small number of industries: 1,500 employees The balance: either 750 or 1,000 employees **All Other Types of Small Business** Less than 500 employees or three years of gross receipts under \$10 Million.

Name of Prime Contractor (Offeror): Unum

Project Name: Life, AD&D, Disability & FMLA Administration

RFP Number: 307034

1) Name of Subcontractor	2) Address, Telephone # of Sub Firm (Including name of contact person)	3) Description of Work, Services Provided. Where applicable, specify "supply" or "Install" or both.	4) SBE or non-SBE	5) Age of Firm	6) Number of employees	7) Sub % or \$ amount of Total Contract
BenefiTree Enterprises	836 Meadow Hill Road Fort Worth, TX 76108	Provide employee benefit education, communication, and enrollment assistance and facilitate service issue resolution.	x	2	2	\$20,000/TBD
	Susan Bulla (817) 807-8466					

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

The undersigned will enter into a formal agreement with Subcontractors for work listed in this form upon execution of a contract with Capital Metro.

Brett K. Coyle
Signature of Authorized Representative of Offeror

7-7-21
Date Signed

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

REQUIRED SUBMITTAL

CAPITAL METRO
(Local) Intent to Perform as a SBE Contractor/SBE Subcontractor
RFP # 307034

1. TO: (name of Offeror/Prime Contractor) Unum

2. The undersigned is either currently certified as a SBE or will be at the time this solicitation is due.

The undersigned is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both) provide employee benefit education, communication, and enrollment assistance services

and at the following price \$20,000 and/or TBD % of the total contract amount (should be the same \$ or % found on Schedule C).

With respect to the proposed subcontract described above, the undersigned SBE anticipates that 0 % of the dollar value of this subcontract will be sublet and/or awarded to other contractors. Any and all subcontractors that a SBE subcontractor uses must be listed in Schedule C and must also be SBE certified. (The SBE subcontractor should complete this section only if the SBE is subcontracting any portion of its subcontract.)

BenefiTree Enterprises
(Name of SBE Firm)

[Signature]
(Signature of Authorized Representative)

(817) 807-8466
(Phone Number)

7/1/2021
(Date Signed)

Brent Cogger / Unum
(Name of Offeror/Prime Contractor)

[Signature]
(Signature of Authorized Representative)

469-615-5286
(Phone Number)

7-7-21
(Date Signed)



Small Business Enterprise (SBE)
TX Irish Acres Properties, LLC DBA
BenefiTree Enterprises

TX Irish Acres Properties, LLC DBA BenefiTree Enterprises

has filed with the Agency an Affidavit as defined by NCTRCA Small Business Enterprise (SBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 524210: INSURANCE AGENCIES AND BROKERAGES

This Certification commences May 4, 2021 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: May 31, 2023
Issued Date: May 4, 2021
CERTIFICATION NO. WFSB60049N0523

Ericia Mitchell

Certification Administrator

EXHIBIT E-REVISED-1
CONTRACTUAL TERMS AND CONDITIONS
(SERVICES CONTRACT)

1. DEFINITIONS

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

- (a) "Applicable Anti-Corruption and Bribery Laws" means international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the Contractor's provision of goods and/or services to Authority, including without limitation "FCPA" or any applicable laws and regulations, including in the jurisdiction in which the Contractor operates and/or manufactures goods for the Authority, relating to anti-corruption and bribery.
- (b) "Authority," "Capital Metro," "Cap Metro," "CMTA" means Capital Metropolitan Transportation Authority.
- (c) "Change Order" means a written order to the Contractor signed by the Contracting Officer, issued after execution of the Contract, authorizing a change in the term or scope of the Contract.
- (d) "Contract" or "Contract Documents" means this written agreement between the parties comprised of all the documents listed in the Table of Contents, Change Orders and/or Contract Modifications that may be entered into by the parties.
- (e) "Contract Award Date" means the date of the Contract award notice, which may take the form of a purchase order, signed Contract or Notice of Award, issued by the Authority.
- (f) "Contract Modification" means any changes in the terms or provisions of the Contract which are reduced to writing and fully executed by both parties.
- (g) "Contract Sum" means the total compensation payable to the Contractor for performing the Services as originally contracted for or as subsequently adjusted by Contract Modification.
- (h) "Contract Term" means period of performance set forth in the paragraph entitled "Term" contained in Exhibit E.
- (i) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and finding on behalf of the Authority. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (j) "Contractor" means the entity that has assumed the legal obligation to perform the Services as identified in the Contract.
- (k) "Days" means calendar days. In computing any period of time established under this Contract, the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Texas holiday, in which event the period shall run to the end of the next business day.
- (l) "FAR" means the Federal Acquisition Regulations codified in 48 C.F.R. Title 48.
- (m) "FCPA" means the United States Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., as amended.
- (n) "Force Majeure Event" means strikes, lockouts, or other industrial disputes; explosions, epidemics, civil disturbances, acts of domestic or foreign terrorism, wars within the continental United States, riots or insurrections; embargos, natural disasters, including but not limited to landslides, earthquakes, floods or washouts; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and present or future orders of any regulatory body having proper jurisdiction.

- (o) "FTA" means the Federal Transit Administration.
- (p) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights, and any derivative works thereto; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- (q) "Notice of Award" means formal notice of award of the Contract to the Contractor issued by the Contracting Officer.
- (r) "Notice to Proceed" means written authorization for the Contractor to start the Services.
- (s) "Project Manager" means the designated individual to act on behalf of the Authority, to monitor and certify the technical progress of the Contractor's Services under the terms of this Contract.
- (t) "Proposal" means the offer of the proposer, submitted on the prescribed form, stating prices for performing the work described in the Scope of Services.
- (u) "Services" means the services to be performed by the Contractor under this Contract, and includes services performed, workmanship, and supplies furnished or utilized in the performance of the Services.
- (v) "Subcontract" means the Contract between the Contractor and its Subcontractors.
- (w) "Subcontractor" means subcontractors of any tier.
- (x) "Works" means any tangible or intangible items or things that ~~have been or will be specifically generated,~~ prepared, created, or developed by the Contractor (or such third parties as the Contractor may be permitted to engage) at any time following the effective date of the Contract, solely for the exclusive use of, and ownership by, Authority and specifically prepared, created or developed under the Contract, including but not limited to any (i) works of authorship (such as literary works, musical works, dramatic works, choreographic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings and architectural works, which includes but is not limited to manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer software, scripts, object code, source code or other programming code, HTML code, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, and (vi) all documentation and materials related to any of the foregoing. **The term "Works" shall not include Contractor's proprietary records and materials created in the ordinary course of its business including but not limited to sales files, underwriting files, claim files or marketing materials.**

2. FIXED PRICE CONTRACT

- (a) This is a fixed price Contract for the Services specified and stated elsewhere in the Contract.
- (b) This is a definite-quantity Contract that provides for delivery of a definite quantity of specific supplies or Services during a time period that is fixed, with deliveries or performance to be scheduled at designated locations at the time each order is placed under the Contract.
- (c) The Authority knows in advance how many total items it will need during the Contract period but is uncertain as to the exact time or the exact amount of its needed deliveries to any given location.

(d) The supplies or Services called for by this type of Contract must be regularly available from the supplier or available after a short lead-time.

3. TERM

The term of the Contract shall be three (3) years from the Contract notice to proceed. No Services shall be performed under this Contract prior to issuance of a Notice to Proceed.

4. INVOICING AND PAYMENT

(a) Invoices may be submitted once per month for work completed and accepted by the Authority, and marked "Original" to:

Accounts Payable
Capital Metropolitan Transportation Authority
P.O. Box 6308
Austin, Texas 78762-6308

Or via e-mail to: ap_invoices@capmetro.org

and shall conform to policies or regulations adopted from time to time by the Authority. Invoices shall be legible and shall contain, as a minimum, the following information:

- (1) the Contract and order number (if any);
- (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any);
- (3) any discounts offered to the Authority under the terms of the Contract;
- (4) evidence of the acceptance of the supplies or Services by the Authority; and
- (5) any other information necessary to demonstrate entitlement to payment under the terms of the Contract.

(b) All undisputed invoices shall be paid within the time period allowed by law through the Texas Prompt Payment Act, Tex. Gov't Code § 2251.021(b).

(c) The Contractor shall be responsible for all costs/expenses not otherwise specified in this Contract, including by way of example, all costs of equipment provided by the Contractor or Subcontractor(s), all fees, fines, licenses, bonds, or taxes required or imposed against the Contractor and Subcontractor(s), travel related expenses, and all other Contractor's costs of doing business.

(d) In the event an overpayment is made to the Contractor under this Contract or the Authority discovers that the Authority has paid any invoices or charges not authorized under this Contract, the Authority may offset the amount of such overpayment or unauthorized charges against any indebtedness owed by the Authority to the Contractor, whether arising under this Contract or otherwise, including withholding payment of an invoice, in whole or in part, or the Authority may deduct such amounts from future invoices. If an overpayment is made to the Contractor under this Contract which cannot be offset under this Contract, the Contractor shall remit the full overpayment amount to the Authority within thirty (30) calendar days of the date of the written notice of such overpayment or such other period as the Authority may agree. The Authority reserves the right to withhold payment of an invoice, in whole or in part, or deduct the overpayment from future invoices to recoup the overpayment.

5. RESERVED

6. INSURANCE

(a) The Contractor shall furnish proof of Capital Metro-stipulated insurance requirements specified below. All insurance policies shall be primary and non-contributing with any other valid and collectible insurance or self-insurance

available to the Authority and shall contain a contract waiver of subrogation in favor of the Authority. The Contractor shall furnish to the Authority certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Prior to the expiration of a certificate of insurance, a new certificate of insurance shall be furnished to the Authority showing continued coverage. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to the Authority and the Authority shall be named as an Additional Insured under each policy except Professional Liability insurance if required by this Contract. All insurance policies shall be written by reputable insurance company or companies acceptable to the Authority with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas. The Contractor shall notify the Authority in writing of any material alteration of such policies, including any change in the retroactive date in any "claims-made" policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto. The below requirements only represent the minimum coverage acceptable to the Authority and these requirements are not intended to represent the maximum risk or the maximum liability of the Contractor. The Contractor shall be responsible for setting its own insurance requirements, if any, for the kind and amounts of insurance to be carried by its Subcontractors in excess of the insurance required by the Authority.

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

CAPITAL METRO MINIMUM COVERAGE REQUIREMENTS

Comprehensive General Liability Insurance:

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

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

Workers' Compensation Insurance

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

Other Insurance:

Professional Liability Insurance covering negligent acts, errors and omissions arising from the Contractor's work to pay damages for which the Contractor may become legally obligated. Minimum limits of liability shall be not less than One Million Dollars and No/100 Dollars (\$1,000,000) on an annual aggregate basis.

All policies shall include coverage for Terrorism.

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

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

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

on the Certificate of Insurance, which shall be evidenced on the Certificate of Insurance. Proof that insurance coverage exists shall be furnished to the Authority by way of a Certificate of Insurance before any part of the Contract work is started.

(e) If any insurance coverage required to be provided by the Contractor is canceled, terminated, or modified so that the required insurance coverages are no longer in full force and effect, the Authority may terminate this Contract or obtain insurance coverages equal to the required coverage, the full cost of which will be the responsibility of the Contractor and shall be deducted from any payment due the Contractor.

(f) If any part of the Contract is sublet, the Contractor shall be liable for its Subcontractor's insurance coverages of the types and in the amounts stated above, and shall furnish the Authority with copies of such Certificates of Insurance. No delay in the Services caused by the Contractor's enforcement of its Subcontractor's insurance requirements shall be excusable delay in the Contract. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an ADDITIONAL INSURED on the Contractor's policies.

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

(h) The Contractor must furnish proof of the required insurance within five (5) days of the award of the Contract. Certificate of Insurance must indicate the Contract number and description. The insurance certificate should be furnished to the attention of the Contracting Officer.

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

7. PERFORMANCE OF SERVICES BY THE CONTRACTOR

Except as otherwise provided herein, the Contractor shall perform no less than thirty percent (30%) of the Services with its own organization. If, during the progress of Services hereunder, the Contractor requests a reduction in such performance percentage and the Authority determines that it would be to the Authority's advantage, the percentage of the Services required to be performed by the Contractor may be reduced; provided, written approval of such reduction is obtained by the Contractor from the Authority.

8. REMOVAL OF ASSIGNED PERSONNEL

The Authority may require, in writing, that the Contractor remove from the Services any employee or Subcontractor of the Contractor that the Authority deems inappropriate for the assignment. **Notwithstanding the foregoing, and for purposes of clarity, the foregoing terms and conditions of this Section 8 will not apply under any circumstances in which such terms and conditions would compromise the Contractor's fiduciary duty to insurance claimants and other customers or Contractor's ability to comply with applicable laws and regulations related to the administration of insurance claim disputes pursuant to the Scope of Services of this Contract (Exhibit F).**

9. REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the Authority, that the Services shall be performed in conformity with the descriptions and other data set forth in this Contract and with sound professional principles and practices in accordance with accepted industry standards, and that work performed by the Contractor's personnel shall reflect sound professional knowledge, skill and judgment. If any breach of the representations and warranties is discovered by the Authority during the process of the work or within one (1) year after acceptance of the work by the Authority, the Contractor shall again cause the nonconforming or inadequate work to be properly performed at the Contractor's sole expense and shall reimburse for costs directly incurred by the Authority as a result of reliance by the Authority on services failing to comply with the representations and warranties.

Notwithstanding the foregoing, and for purposes of clarity, the foregoing terms and conditions of this Section 9 will not apply under any circumstances in which such terms and conditions would compromise the Contractor's fiduciary duty to insurance claimants and other customers or Contractor's ability to comply with applicable laws and regulations related to the administration of insurance claim disputes pursuant to the Scope of Services of this Contract (Exhibit F).

10. INDEPENDENT CONTRACTOR

The Contractor's relationship to the Authority in the performance of this Contract is that of an independent contractor. The personnel performing Services under this Contract shall at all times be under the Contractor's exclusive direction and control and shall be employees of the Contractor and not employees of the Authority. The Contractor shall be fully liable for all acts and omissions of its employees, Subcontractors, and their suppliers and shall be specifically responsible for sufficient supervision and inspection to assure compliance in every respect with Contract requirements. There shall be no contractual relationship between any Subcontractor or supplier of the Contractor and the Authority by virtue of this Contract. The Contractor shall pay wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as Social Security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

11. COMPOSITION OF CONTRACTOR

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

12. SUBCONTRACTORS AND OUTSIDE CONSULTANTS

ANY SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS REQUIRED BY THE CONTRACTOR TO PROVIDE MATERIAL SERVICES SET FORTH IN THE SCOPE OF SERVICES (EXHIBIT F) COVERED BY THE CONTRACT WILL BE LIMITED TO SUCH INDIVIDUALS OR FIRMS AS WERE SPECIFICALLY IDENTIFIED AND AGREED TO BY THE AUTHORITY IN CONNECTION WITH THE AWARD OF THIS CONTRACT. ANY SUBSTITUTION IN SUCH SUBCONTRACTORS, ASSOCIATES, OR CONSULTANTS WILL BE SUBJECT TO THE PRIOR APPROVAL OF THE AUTHORITY. FOR PURPOSES OF CLARITY, THIS SECTION 12 DOES NOT APPLY TO SUBCONTRACTORS PERFORMING WORK THAT IS INCIDENTAL TO THE SCOPE OF SERVICES.

13. EQUITABLE ADJUSTMENTS

(a) Any requests for equitable adjustments under any provision shall be governed by the following provisions:

(1) Upon written request, the Contractor shall submit a proposal, in accordance with the requirements and limitations set forth in this paragraph, for Services involving contemplated changes covered by the request. The proposal shall be submitted within the time limit indicated in the request for any extension of such time limit as may be subsequently granted. The Contractor's written statement of the monetary extent of a claim for equitable adjustment shall be submitted in the following form:

(i) Proposals totaling \$5,000 or less shall be submitted in the form of a lump sum proposal with supporting information to clearly relate elements of cost with specific items of Services involved to the satisfaction of the Contracting Officer, or his/her authorized representative.

(ii) For proposals in excess of \$5,000, the claim for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the Contract.

(b) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

14. PERSONNEL ASSIGNMENTS

(a) The Contractor shall perform the Services in an orderly and workmanlike manner, and shall utilize persons skilled and qualified for the performance of the Services. The Authority will have the right to review the experience of

each person assigned to perform the Services and approve personnel assignments, including those to be performed by Subcontractors, performing material services outlined in the Scope of Services of this Contract (Exhibit F).

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

15. BADGES AND ACCESS CONTROL DEVICES

(a) The Contractor and each of the Contractor's employees, as well as each Subcontractor of any tier and any workers working on behalf of Subcontractor, shall be required to wear a Capital Metro Contractor Photo Identification Badge ("badge") at all times while on the Authority's premises. The badge will be provided by Capital Metro. If any badge holder loses or misplaces his or her badge, the Contractor shall immediately notify the Project Manager upon discovery. The Contractor will be charged a \$50.00 replacement fee for each lost or misplaced badge, which fee shall be deducted any amounts due and owing to the Contractor or if the Contract is terminated upon demand by the Authority. The Contractor shall return all badges provided when any badge holder is no longer working on the Contract, and all badges shall be returned upon completion of the Contract. In the event the Contractor fails to do so, the Contractor will pay a \$50.00 per badge fee deducted from any amounts due and owing to the Contractor or if the Contract is terminated upon demand by the Authority. All badges should be returned to the Project Manager. All requests for new and replacement badges must be submitted in writing to the Project Manager. The misuse of a badge may result in termination of the Contract.

(b) Access Control Devices will be issued to employees of the Contractor and to each Subcontractor of any tier and any worker working on behalf of Subcontractor as necessary to perform the Contract. Access Control Devices are not transferable between the Contractor employees or workers working on behalf of the Subcontractor. The Contractor employees and workers on behalf of the Subcontractor are prohibited from loaning Access Control Devices or providing access to an unauthorized person into restricted areas without prior arrangements with the Project Manager. All requests for new and replacement Access Control Devices must be submitted in writing to the Project Manager. Lost Access Control Devices must be reported to the Project Manager immediately upon discovery. All Access Control Devices should be returned to the Project Manager. The misuse of an Access Control Device(s) may result in termination of the Contract. The Contractor shall return all Access Control Devices once an assigned employee or worker is no longer working on the Contract or upon termination of the Contract. In the event the Contractor fails to do so, then the Contractor shall be responsible for the replacement cost of an Access Control Device which shall be deducted from any amounts due and owing to the Contractor or payable on demand if the Contract has terminated. The replacement cost will be calculated at current market value to include labor and materials.

(c) The provisions of this paragraph survive termination of the Contract.

16. CHANGES

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

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

(c) Any other written order (which, as used in this paragraph (c), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change in the Contractor's obligations shall be treated as

a Change Order under this paragraph; provided that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a Change Order.

(d) Except as provided in this paragraph, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this paragraph or entitle the Contractor to an equitable adjustment.

(e) If any change under this paragraph causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Services under this Contract, whether or not changed by any such order, the Contracting Officer may make an equitable adjustment and modify the Contract in writing in accordance with the provisions in paragraph entitled "Equitable Adjustments" contained in Exhibit E.

17. TERMINATION FOR DEFAULT

(a) The Authority hereby acknowledges and understands that termination of this Contract does not terminate the underlying policy, which governs the services provided by Contractor. Notwithstanding, The Authority may, whenever the interests of the Authority so require, terminate this Contract, in whole or in part, for the convenience of the Authority. The Authority shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective. The Authority will coordinate with Contractor to ensure that the date of termination will not interfere with the final adjudication of insurance claims to be administered by Contractor submitted prior to the date of termination. Contractor will continue to provide services under this Contract with respect to insurance claims that arose during the Term, if such insurance claims are submitted to Contractor within one hundred eighty (180) days following such termination (the "run-out claims"). For any run-out claim, the Authority is obligated to continue performing any actions required of it under this Contract, including the payment of fees and charges in accordance with Schedule F. The Authority will also coordinate with the Contractor to determine a date after which insurance claims will no longer be accepted by Contractor prior to the termination date.

(1) if the Contractor fails to perform the Services within the time specified herein or any extension thereof;
or

(2) if the Contractor fails to perform any of the other provisions of this Contract and does not cure such failure within a period of ten (10) days (or such longer period as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.

(b) In the event the Authority terminates this Contract in whole or in part as provided in subparagraph (a) of this paragraph, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Authority for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this Contract to the extent, if any, it has not been terminated under the provisions of this subparagraph.

(c) Except with respect to the defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to Force Majeure Events; provided, however, in every case the failure to must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor and if such default arises out of causes beyond the control of both the Contractor and Subcontractor and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this Contract is terminated as provided in subparagraph (a), the Authority, in addition to any other rights provided in this subparagraph, may require the Contractor to transfer title and deliver to the Authority in the manner and to the extent directed by the Authority any Manufacturing Materials as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and the Contractor shall, upon direction of the Authority, protect and preserve property in possession of the Contractor in which the Authority has an interest. Payment for completed Manufacturing Materials delivered to and accepted by the Authority shall be at the Contract price. The Authority may withhold from amounts otherwise due the Contractor for such

completed Manufacturing Materials such sum as the Authority determines to be necessary to protect the Authority against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this Contract under the provisions of this paragraph, it is determined by the Authority that the Contractor was not in default or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be those provided in the paragraph entitled "Termination for Convenience" contained in this Exhibit E.

(f) The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

18. TERMINATION FOR CONVENIENCE

The Authority may, whenever the interests of the Authority so require, terminate this Contract, in whole or in part, for the convenience of the Authority. The Authority shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective. The Authority will coordinate with Contractor to ensure that the date of termination will not interfere with the final adjudication of insurance claims to be administered by Contractor submitted prior to the date of termination. Contractor will continue to provide services under this Contract with respect to insurance claims that arose during the Term, if such insurance claims are submitted to Contractor within one hundred eighty (180) days following such termination (the "run-out claims"). With respect only to any run-out claim, the Authority is obligated to continue performing any actions required of it under this Contract, including the payment of fees and charges in accordance with Schedule F. The Authority will also coordinate with the Contractor to determine a date after which insurance claims will no longer be accepted by Contractor prior to the termination date.

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

(c) The Authority may require the Contractor to transfer title and deliver to the Authority in the manner and to the extent directed by the Authority: (1) any completed supplies; and (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "Manufacturing Materials") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this Contract. The Contractor shall, upon direction of the Authority, protect and preserve property in the possession of the Contractor in which the Authority has an interest. If the Authority does not exercise this right, the Contractor shall use its best efforts to sell such supplies and Manufacturing Materials.

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

(1) Contract prices for supplies accepted under the Contract;

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

(3) costs of settling and paying claims arising out of the termination of subcontracts (these costs must not include costs paid in accordance with subparagraph (2) of this paragraph); and

(4) the reasonable settlement costs of the Contractor and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for

the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract.

(1) The total sum to be paid the Contractor under this paragraph shall not exceed the total Contract Sum plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and Manufacturing Materials under this paragraph, and the contract price of orders not terminated.

19. CONTRACTOR CERTIFICATION

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

20. INTELLECTUAL; DATA PRIVACY PROPERTY PROVISIONS

~~(a) As between the Contractor and the Authority, the Works and Intellectual Property Rights therein are and shall be owned exclusively by Capital Metro, and not the Contractor. The Contractor specifically agrees that all Works shall be considered "works made for hire" and that the Works shall, upon creation, be owned exclusively by the Authority. To the extent that the Works, under applicable law, may not be considered works made for hire, the Contractor hereby effectively transfers, grants, conveys, assigns, and relinquishes exclusively to the Authority all right, title and interest in and to all worldwide ownership rights in the Works, and all Intellectual Property Rights in the Works, without the necessity of any further consideration, and the Authority shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Works. Further, the Contractor agrees that any and all Authority data or compilations thereof produced under this Contract shall be and remain the sole property of the Authority. Upon the request of the Authority, but in any event upon termination of this Contract, the Contractor shall surrender to the Authority all such data and compilations.~~ (a) As between the Contractor and the Authority, all Works and Intellectual Property Rights may be developed, modified or created under this Contract or Contract Documents, if any, by Authority or Contractor, whether separately or together, shall be owned exclusively by Capital Metro, and not the Contractor. The Contractor specifically agrees that all Works shall be considered "works made for hire" and that the Works shall, upon creation, be owned exclusively by the Authority. To the extent that the Works, under applicable law, may not be considered works made for hire, the Contractor hereby agrees that this Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to the Authority all right, title and interest in and to all worldwide ownership rights in the Works, and all Intellectual Property Rights in the Works, without the necessity of any further consideration, and the Authority shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Works.

(b) Subject to Section 20(a) above, Works and Intellectual Property Rights provided by or prepared by Contractor (including without limitation Contractor's pre-existing software, customizations, modifications, updates or upgrades thereof) shall remain the exclusive property of Contractor, and Contractor shall supply to the Authority a non-exclusive, non-transferable license to the extent required for the use by the Authority of the Services provided pursuant to this Contract for the time that the Services are provided solely for the purposes of the Contract. The Authority acknowledges that, in respect of any third party Intellectual Property Rights, the Authority's use of such rights is conditional upon Contractor obtaining a written license from the relevant licensor on such terms as will entitle Contractor to license such rights to the Authority.

(1) For the avoidance of doubt, it is understood that Contractor may use its own previously developed data, documentation, software, ideas, concepts, materials, or information, in whatever form, in performing its obligations hereunder (collectively "Contractor Pre-existing Works"). All Contractor Preexisting Works shall remain the sole, exclusive and unrestricted property of Contractor. It is understood that in performing its obligations under the Contract, Contractor may develop new and unique products that will aide Contractor in performing its services to Authority as it relates solely to this Contract, which will remain the property of Contractor.

(b) The Contractor, upon request and without further consideration, shall perform any acts that may be deemed necessary or desirable by the Authority to evidence more fully the transfer of ownership of all Works to the Authority

to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by the Authority. In the event the Authority shall be unable for any reason to obtain the Contractor's signature on any document necessary for any purpose set forth in the foregoing sentence, the Contractor hereby irrevocably designates and appoints the Authority and its duly authorized officers and agents as the Contractor's agent and the Contractor's attorney-in-fact to act for and in the Contractor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by the Contractor.

(c) To the extent that any Pre-existing Works and/or third party rights or limitations are embodied, contained, reserved or reflected in the Works, the Contractor shall either:

(1) grant to the Authority the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to:

(i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof in connection with the sale, offering for sale, marketing, advertising, and promotion of the Authority's goods and services, and in all forms of media, media channels and/or publicity that may now exist or hereafter be created or developed, including but not limited to television, radio, print, Internet, and social media (e.g., Facebook, Twitter, YouTube, etc.) and

(ii) authorize others to do any or all of the foregoing, or

(2) where the obtaining of worldwide rights is not reasonably practical or feasible, provide written notice to the Authority of such pre-existing or third party rights or limitations, request the Authority's approval of such pre-existing or third party rights, obtain a limited right and license to use such pre-existing or third party rights on such terms as may be reasonably negotiated, and obtain the Authority's written approval of such pre-existing or third party rights and the limited use of same. The Contractor shall provide the Authority with documentation indicating a third party's written approval for the Contractor to use any pre-existing or third-party rights that may be embodied, contained, reserved or reflected in the Works. **THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD THE AUTHORITY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, REGULATORY PROCEEDINGS AND/OR CAUSES OF ACTION, AND ALL LOSSES, DAMAGES, AND COSTS (INCLUDING ATTORNEYS' FEES AND SETTLEMENT COSTS) ARISING FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, ANY CLAIM OR ASSERTION BY ANY THIRD PARTY THAT THE WORKS INFRINGE ANY THIRD-PARTY RIGHTS.** The foregoing indemnity obligation shall not apply to instances in which the Authority either:

(i) exceeded the scope of the limited license that was previously obtained by the Contractor and agreed to by the Authority, or

(ii) obtained information or materials, independent of the Contractor's involvement or creation, and provided such information or materials to the Contractor for inclusion in the Works, and such information or materials were included by the Contractor, in an unaltered and unmodified fashion, in the Works.

(d) The Contractor hereby warrants and represents to the Authority that individuals or characters appearing or depicted in any advertisement, marketing, promotion, publicity or media, of any type or form that may now exist or hereafter be created or developed by or on behalf of the Contractor for the use by or benefit of the Authority, have provided their written consent for the use, reproduction, display, performance, and distribution of, and/or preparation of derivative works to, their persona or personality rights, including name, biographical information, picture, portrait, likeness, performance, voice and/or identity ("Personality Rights"), and have been compensated for such Personality Rights, if appropriate. If such permission has been obtained for a limited time, the Contractor shall be responsible for any costs associated with claims resulting from such use, etc., of the Personality Rights after the expiration of those time limits. **THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE AUTHORITY HARMLESS FROM ANY CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR INVASION OF PRIVACY, INFRINGEMENT OF THE RIGHT OF PUBLICITY, LIBEL, UNFAIR COMPETITION, FALSE ADVERTISING, INTENTIONAL OR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, COPYRIGHT OR TRADEMARK INFRINGEMENT, AND/OR CLAIMS FOR ATTORNEY'S FEES, RESULTING FROM SUCH USE, ETC., OF THE PERSONALITY RIGHTS.**

(e) The Contractor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Works which the Contractor may now have or which may accrue to the Contractor's benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Works and the right to object to any modification, translation or use of the Works, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a Moral Right.

(f) The Contract is intended to protect the Authority's proprietary rights pertaining to the Works, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to the Authority's business. Therefore, the Contractor acknowledges and stipulates that a court of competent jurisdiction should immediately enjoin any material breach of the intellectual property and confidentiality provisions of this Contract, upon a request by the Authority, without requiring proof of irreparable injury as same should be presumed.

(g) Upon the request of the Authority, but in any event upon termination of this Contract, the Contractor shall surrender to the Authority all documents and things pertaining to the Works, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by the Contractor or furnished by the Authority to the Contractor, including all materials embodying the Works, any Authority confidential information, or Intellectual Property Rights, regardless of whether complete or incomplete. This subparagraph is intended to apply to all Works made or compiled by the Contractor, as well as to all documents and things furnished to the Contractor by the Authority or by anyone else that pertains to the Works.

(h) The Contractor may have access to personally identifiable information ("PII") in connection with the performance of the Contract. PII shall be any information that identifies or describes a person or can be directly linked to a specific individual, including ridership and usage data. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, e-mail address, method of payment, ridership and travel pattern data. Customer Personally Identifiable Information, or Customer PII, means any PII relating to the Authority's customers. The Contractor shall take reasonable steps maintain the confidentiality, security, safety, and integrity of all Customer PII. Unless otherwise agreed to by the Authority in writing, Contractor will adhere to the following requirements concerning Customer PII:

(1) The Contractor shall take reasonable steps to maintain the confidentiality of and will not reveal or divulge to any person or entity any Customer PII that becomes known to it during the term of this Agreement.

(i) The Contractor may have access to personally identifiable information ("PII") in connection with the performance of the Contract. PII shall be any information that identifies or describes a person or can be directly linked to a specific individual, including ridership and usage data. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, e-mail address, method of payment, ridership and travel pattern data. Customer Personally Identifiable Information, ("Customer PII") means any PII relating to the Authority's customers. The Contractor shall take reasonable, industry-accepted steps to maintain the confidentiality, security, safety, and integrity of all Customer PII. In addition, Contractor will adhere to the following requirements concerning Customer PII:

(2) The Contractor must maintain policies and programs that prohibit unauthorized disclosure of Customer PII by its employees and sub-Contractors and promote training and awareness of information security policies and practices. The Contractor must comply, and must cause its employees, representatives, agents, and sub-Contractors to comply, with such commercially and operationally reasonable directions as the Authority may make to promote the safeguarding or confidentiality of Customer PII.

(3) The Contractor must conduct background checks for employees or sub-Contractors that have access to Customer PII or systems hosting Customer PII.

(4) The Contractor must limit access to computers and networks that host Customer PII, including without limitation through user credentials and strong passwords, data encryption both during transmission and at rest, firewall rules, and network-based intrusion detection systems.

(i) Notwithstanding the foregoing, Contractor may use non-individually identifiable information obtained in the course of providing services to Authority for general data compilations and reports, including statistical reports, cost containment analyses, claims studies, performance enhancement reporting, and block segmentations reviews, which will remain the sole property of Contractor.

(j) Upon Contractor's execution of the Contract, the Contractor will provide to the Authority a copy of its SOC 2 (System and Organization Controls) or industry standard equivalent.

(k) In the event a Security Incident that affects Customer PII of other data of the Authority (collectively "Authority Data"), the Contractor will promptly notify the Authority upon discovering or otherwise learning of a Security Incident. Following any Security Incident, the Contractor will consult in good faith with the Authority regarding Remediation Efforts that may be necessary and reasonable. The Contractor will (i) in consultation with the Authority, undertake Remediation Efforts at the Contractor's sole expense to the extent caused by Contractor or its representatives, (ii) ensure that such Remediation Efforts provide for, without limitation, prevention of the recurrence of the same type of Security Incident, and (iii) reasonably cooperate with any Remediation Efforts undertaken by the Authority.

(1) "Security Incident(s)", as used in this Section, means: (i) the loss or misuse of Authority Data; (ii) the inadvertent, unauthorized, or unlawful processing, alteration, corruption, sale, rental, or destruction of Authority Data; (iii) unauthorized access to internal resources; (iv) programmatic manipulation of a system or network to attack a third party; (v) elevation of system privileges without authorization; (vi) unauthorized use of system resources; (vii) denial of service to a system or network; or (viii) any potential or confirmed exposure (which may stem from an act or omission to act) that would result in any of the events described in (i) through (vii).

"Remediation Efforts", as used in this Section, means, with respect to any Security Incident, activities designed to remedy a Security Incident which may be required by applicable law or which may otherwise be necessary, reasonable or appropriate under the circumstances, commensurate with the nature of such Security Incident.

21. STANDARDS OF PERFORMANCE

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

22. INSPECTIONS AND APPROVALS

(a) All Services performed by the Contractor or its Subcontractors or consultants shall be subject to the inspection and approval of the Authority at all times, but such approval shall not relieve the Contractor of responsibility for the proper performance of the Services. The Contractor shall provide sufficient, safe, and proper facilities at all times for such inspection of the Services and shall furnish all information concerning the Services and give the Authority or its representatives free access at all reasonable times to the facilities where the Services are performed.

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

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

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

(e) If the Contractor fails promptly to perform the Services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the Authority may (1) by contract or otherwise, perform the

Services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of such service or (2) terminate the Contract for default.

23. SUSPENSION OF SERVICES

(a) The Authority may order the Contractor in writing to suspend all or any part of the Services for such period of time as the Authority determines to be appropriate for the convenience of the Authority. Notwithstanding the foregoing, the foregoing terms and conditions of this Section 23 will not apply under any circumstances in which, due to the nature of Contractor's services and its industry accepted claims administration systems, such terms and conditions would compromise the Contractor's fiduciary duty to insurance claimants and other customers or Contractor's ability to comply with applicable laws and regulations related to the administration of claim disputes pursuant to the Scope of Services of this Contract (Exhibit F).

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

(c) No claim under this paragraph shall be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Authority in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this subparagraph shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this paragraph.

24. PAYMENT TO SUBCONTRACTORS

(a) Payments by contractors to subcontractors associated with Authority contracts are subject to the time periods established in the Texas Prompt Payment Act, Tex. Gov't Code § 2251.

(b) A false certification to the Authority under the provisions of the paragraph entitled "Invoicing and Payment" hereof may be a criminal offense in violation of Tex. Penal Code § 10.

25. FEDERAL, STATE AND LOCAL TAXES

The Contract Sum includes all applicable federal, state, and local taxes and duties. The Authority is exempt from taxes imposed by the State of Texas and local sales and use taxes under Texas Tax Code § 151.309, and any such taxes included on any invoice received by the Authority shall be deducted from the amount of the invoice for purposes of payment. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. The Contractor bears sole and total responsibility for obtaining information pertaining to such exemption.

26. EQUAL OPPORTUNITY

During the performance of this Contract, the Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability or any other characteristic protected by federal, state or local law.

27. CONFLICT OF INTEREST

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

(b) The Contractor represents that no Employee has a Substantial Interest in the Contractor or this Contract, which Substantial Interest would create or give rise to a Conflict of Interest. The Contractor further represents that no person who has a Substantial Interest in the Contractor and is or has been employed by the Authority for a period of two (2) years prior to the date of this Contract has or will (1) participate, for the Contractor, in a recommendation, bid, proposal or solicitation on any Authority contract, procurement or personnel administration matter, or (2) receive any pecuniary benefit from the award of this Contract through an ownership of a Substantial Interest (as that term is defined in Paragraph II, subparagraphs (1) and (3) of the Code of Ethics) in a business entity or real property.

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

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

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

28. GRATUITIES

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

29. PUBLICATIONS

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

30. REQUEST FOR INFORMATION

(a) The Contractor shall not provide information generated or otherwise obtained in the performance of its responsibilities under this Contract to any party other than the Authority and its authorized agents except as otherwise provided by this Contract, as required to fulfill its responsibility of administering insurance claims in accordance with the Scope of Services of this Contract (Exhibit F), or after obtaining the prior written permission of the Authority.

(b) This Contract, all data and other information developed pursuant to this Contract shall be subject to the Texas Public Information Act. The Authority shall comply with all aspects of the Texas Public Information Act.

(c) The Contractor is instructed that any requests for information regarding this Contract and any deliverables shall be referred to the Authority, except as otherwise provided by this Contract, as required to fulfill its responsibility of

administering insurance claims in accordance with the Scope of Services of this Contract (Exhibit F), or after obtaining the prior written permission of the Authority.

(d) The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid/contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

(1) The requirement of Subchapter J, Chapter 552, Government Code as amended currently applies to expenditures of at least \$1 million in public funds for the purchase of goods or services.

31. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

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

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

32. LIMITATION OF LIABILITY

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

33. LAWS, STATUTES AND OTHER GOVERNMENTAL REQUIREMENTS

The Contractor agrees that it shall be in compliance with all laws, statutes, and other governmental requirements, regulations or standards prevailing during the term of this Contract.

34. CLAIMS

In the event that any claim (other than an insurance claim), demand, suit, or other action is made or brought by any person, firm, corporation, or other entity against the Contractor arising out of this Contract, the Contractor shall give written notice thereof, to the Authority within three (3) ten (10) working days after being notified of such claim, demand, suit, or action. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action; the name and address of the person, firm, corporation, or other entity making such claim or instituting or threatening to institute any type of action or proceeding; the basis of such claim, action, or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail and shall be directly sent to the attention of the President/CEO, Capital Metropolitan Transportation Authority, 2910 E. 5th Street, Austin, Texas 78702.

35. LICENSES AND PERMITS

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

36. NOTICE OF LABOR DISPUTES

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

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

37. PUBLICITY RELEASES

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

38. INTEREST OF PUBLIC OFFICIALS

The Contractor represents and warrants that no employee, official, or member of the Board of the Authority is or will be pecuniarily interested or benefited directly or indirectly in this Contract. The Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts or otherwise) to any employee, official, or member of the Board of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this Contract. For breach of any representation or warranty in this paragraph, the Authority shall have the right to terminate this Contract without liability and/or have recourse to any other remedy it may have at law or in equity.

39. INDEMNIFICATION

(a) **THE CONTRACTOR WILL INDEMNIFY, DEFEND AND HOLD THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (THE AUTHORITY AND EACH SUCH PERSON OR ENTITY IS AN "INDEMNIFIED PARTY") HARMLESS FROM AND AGAINST AND PAY ANY AND ALL DAMAGES (AS DEFINED HEREIN) EXCLUDING ANY BENEFIT PAYMENTS DIRECTLY OR INDIRECTLY RESULTING FROM, RELATING TO, ARISING OUT OF OR ATTRIBUTABLE TO ANY OF THE FOLLOWING:**

(1) **ANY BREACH OF ANY REPRESENTATION OR WARRANTY THAT THE CONTRACTOR HAS MADE IN THIS CONTRACT;**

(2) **ANY BREACH, VIOLATION OR DEFAULT BY OR THROUGH THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OF ANY OBLIGATION OF THE CONTRACTOR IN THIS CONTRACT OR ANY OTHER AGREEMENT BETWEEN THE CONTRACTOR AND THE AUTHORITY;**

(3) **THE USE, CONDITION, OPERATION OR MAINTENANCE OF ANY PROPERTY, VEHICLE, FACILITY OR OTHER ASSET OF THE AUTHORITY TO WHICH THE CONTRACTOR HAS ACCESS OR AS TO WHICH THE CONTRACTOR PROVIDES SERVICES; OR**

(4) **ANY ACT OR OMISSION OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CUSTOMERS, INVITEES, REPRESENTATIVES OR VENDORS.**

(b) **"ACTION" MEANS ANY ACTION, APPEAL, PETITION, PLEA, CHARGE, COMPLAINT, CLAIM, SUIT, DEMAND, LITIGATION, MEDIATION, HEARING, INQUIRY, INVESTIGATION OR SIMILAR EVENT, OCCURRENCE OR PROCEEDING.**

(c) **"DAMAGES" MEANS ALL DIRECT OR INDIRECT DAMAGES, LOSSES, LIABILITIES, DEFICIENCIES, SETTLEMENTS, CLAIMS, AWARDS, INTEREST, PENALTIES, JUDGMENTS, FINES, OR OTHER COSTS OR EXPENSES OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR VESTED, MATURED OR UNMATURED, AND WHETHER OR NOT RESULTING FROM THIRD-PARTY CLAIMS, INCLUDING COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF**

ATTORNEYS, OTHER PROFESSIONAL ADVISORS AND EXPERT WITNESSES) RELATED TO ANY INVESTIGATION, ACTION, SUIT, ARBITRATION, APPEAL, CLAIM, DEMAND, INQUIRY, COMPLAINT, MEDIATION, INVESTIGATION OR SIMILAR EVENT, OCCURRENCE OR PROCEEDING.

(d) "THREATENED" MEANS A DEMAND OR STATEMENT HAS BEEN MADE (ORALLY OR IN WRITING) OR A NOTICE HAS BEEN GIVEN (ORALLY OR IN WRITING), OR ANY OTHER EVENT HAS OCCURRED OR ANY OTHER CIRCUMSTANCES EXIST THAT WOULD LEAD A PRUDENT PERSON OR ENTITY TO CONCLUDE THAT AN ACTION OR OTHER MATTER IS LIKELY TO BE ASSERTED, COMMENCED, TAKEN OR OTHERWISE PURSUED IN THE FUTURE.

(e) IF ANY ACTION IS COMMENCED OR THREATENED THAT MAY GIVE RISE TO A CLAIM FOR INDEMNIFICATION (A "CLAIM") BY ANY INDEMNIFIED PARTY AGAINST THE CONTRACTOR, THEN SUCH INDEMNIFIED PARTY WILL PROMPTLY GIVE NOTICE TO THE CONTRACTOR AFTER SUCH INDEMNIFIED PARTY BECOMES AWARE OF SUCH CLAIM. FAILURE TO NOTIFY THE CONTRACTOR WILL NOT RELIEVE THE CONTRACTOR OF ANY LIABILITY THAT IT MAY HAVE TO THE INDEMNIFIED PARTY, EXCEPT TO THE EXTENT THAT THE DEFENSE OF SUCH ACTION IS MATERIALLY AND IRREVOCABLY PREJUDICED BY THE INDEMNIFIED PARTY'S FAILURE TO GIVE SUCH NOTICE. THE CONTRACTOR WILL ASSUME AND THEREAFTER DILIGENTLY AND CONTINUOUSLY CONDUCT THE DEFENSE OF A CLAIM WITH COUNSEL THAT IS SATISFACTORY TO THE INDEMNIFIED PARTY. THE INDEMNIFIED PARTY WILL HAVE THE RIGHT, AT ITS OWN EXPENSE, TO PARTICIPATE IN THE DEFENSE OF A CLAIM WITHOUT RELIEVING THE CONTRACTOR OF ANY OBLIGATION DESCRIBED ABOVE. IN NO EVENT WILL THE CONTRACTOR APPROVE THE ENTRY OF ANY JUDGMENT OR ENTER INTO ANY SETTLEMENT WITH RESPECT TO ANY CLAIM WITHOUT THE INDEMNIFIED PARTY'S PRIOR WRITTEN APPROVAL, WHICH WILL NOT BE UNREASONABLY WITHHELD. UNTIL THE CONTRACTOR ASSUMES THE DILIGENT DEFENSE OF A CLAIM, THE INDEMNIFIED PARTY MAY DEFEND AGAINST A CLAIM IN ANY MANNER THE INDEMNIFIED PARTY REASONABLY DEEMS APPROPRIATE. THE CONTRACTOR WILL REIMBURSE THE INDEMNIFIED PARTY PROMPTLY AND PERIODICALLY FOR THE DAMAGES RELATING TO DEFENDING AGAINST A CLAIM AND WILL PAY PROMPTLY THE INDEMNIFIED PARTY FOR ANY DAMAGES THE INDEMNIFIED PARTY MAY SUFFER RELATING TO A CLAIM.

(f) THE INDEMNIFICATION OBLIGATIONS AND RIGHTS PROVIDED FOR IN THIS CONTRACT DO NOT REQUIRE (AND SHALL NOT BE CONSTRUED AS REQUIRING) THE CONTRACTOR TO INDEMNIFY, HOLD HARMLESS, OR DEFEND ANY INDEMNIFIED PARTY (OR ANY THIRD PARTY) AGAINST ANY ACTION OR CLAIM (OR THREATENED ACTION OR CLAIM) CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF ANY INDEMNIFIED PARTY, ITS AGENTS OR EMPLOYEES, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF ANY INDEMNIFIED PARTY, OTHER THAN THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS OF ANY TIER.

(g) THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS CONTRACT.

(h) FOR PURPOSES OF CLARITY, THIS SECTION 39 DOES NOT APPLY TO INSURANCE CLAIM DISPUTES ADMINISTERED BY CONTRACTOR PURSUANT TO THE SCOPE OF SERVICES OF THIS CONTRACT (EXHIBIT F) TO THE EXTENT THE AUTHORITY IS NOT NAMED OR THREATENED TO BE NAMED A PARTY TO THE CLAIM.

40. RECORD RETENTION; ACCESS TO RECORDS AND REPORTS

(a) The Contractor will retain, and will require its Subcontractors of all tiers (except Subcontractors providing services incidental to the Scope of Services) to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, sub-contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(b) If this is a cost-reimbursement, incentive, time and materials, labor hour, or price determinable Contract, or any combination thereof, the Contractor shall maintain, and the Authority and its representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be

~~incurred for the performance of this Contract.~~ Upon reasonable notice by Authority, Contractor will allow Authority auditors, at its own cost, to verify Contractor's compliance with obligations relating to Confidential Information. Authority will share the results of an audit with Contractor. Contractor reserves the right to require the execution of a nondisclosure agreement and determine timing and scope of any audit, subject to applicable law, including the Texas Public Information Act, disclosure limitations under applicable privacy law and Contractor's need to maintain the integrity of Contractor's technical infrastructure.

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

(d) The Contractor shall maintain all books, records, accounts and reports required under this paragraph for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(e) The Contractor agrees to provide sufficient access to the Authority and its contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required.

(f) The Contractor agrees to permit the Authority and its contractors access to the sites of performance under this Contract as reasonably may be required.

(g) If an audit pursuant to this paragraph reveals that the Authority has paid any invoices or charges not authorized under this Contract, the Authority may offset or recoup such amounts against any indebtedness owed by it to the Contractor, whether arising under this Contract or otherwise, over a period of time equivalent to the time period over which such invoices or charges accrued.

(h) This paragraph will survive any termination or expiration of this Contract.

41. EXCUSABLE DELAYS

(a) Except for defaults of Subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this Contract under its terms if the failure arises from Force Majeure Events. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the performance of the Services.

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

- (1) the subcontracted supplies or services were obtainable from other sources;
- (2) the Authority ordered the Contractor in writing to obtain these services from the other source; and
- (3) the Contractor failed to comply reasonably with this order.

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

42. LOSS OR DAMAGE TO PROPERTY

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

43. CONTRACTOR CONTACT/AUTHORITY DESIGNEE

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

44. QUALITY ASSURANCE

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

45. INTERPRETATION OF CONTRACT – DISPUTES

All questions concerning interpretation or clarification of this Contract or the acceptable fulfillment of this Contract by the Contractor shall be immediately submitted in writing to the Authority's Contracting Officer for determination. All determinations, instructions, and clarifications of the Contracting Officer shall be final and conclusive unless the Contractor files with the Capital Metro President/CEO within two (2) weeks after the Authority notifies the Contractor of any such determination, instruction or clarification, a written protest, stating in detail the basis of the protest. The President/CEO shall consider the protest and notify the Contractor within two (2) weeks of the protest filing of his or her final decision. The President/CEO's decisions shall be conclusive subject to judicial review. Notwithstanding any disagreement the Contractor may have with the decisions of the President/CEO, the Contractor shall proceed with the Services in accordance with the determinations, instructions, and clarifications of the President/CEO. The Contractor shall be solely responsible for requesting instructions or interpretations and liable for any cost or expenses arising from its failure to do so. The Contractor's failure to protest the Contracting Officer's determinations, instructions, or clarifications within the two-week period shall constitute a waiver by the Contractor of all of its rights to further protest.

46. TOBACCO-FREE WORKPLACE

- (a) Tobacco products include cigarettes, cigars, pipes, snuff, snus, chewing tobacco, smokeless tobacco, dipping tobacco and any other non-FDA approved nicotine delivery device.
- (b) The tobacco-free workplace policy refers to all Capital Metro owned or leased property. Note that this includes all buildings, facilities, work areas, maintenance facilities, parking areas and all Authority owned vehicles.
- (c) Tobacco use is not permitted at any time on Capital Metro owned or leased property, including personal vehicles parked in Capital Metro parking lots.
- (d) Littering of tobacco-related products on the grounds or parking lots is also prohibited.

47. ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this Contract, and any other written agreement between the parties the inconsistency shall be resolved by giving precedence in the following order:

1. Exhibit A – Pricing Schedule
2. Exhibit E – Contractual Terms and Conditions
3. Exhibit F – Scope of Services
4. Exhibit H – Life, AD&D, Disability, & FMLA Contract Benefit Provisions Questionnaire

5. Exhibit I - Additional Questionnaire
6. Exhibit B – Representations and Certifications
7. Exhibit D – Small Business Enterprise Program
8. Exhibit J – Proprietary Rights and Data Security Addendum
9. Other provisions or attachments to the Contract

48. ANTI-CORRUPTION AND BRIBERY LAWS

The Contractor shall comply with all Applicable Anti-Corruption and Bribery Laws. The Contractor represents and warrants that it has not and shall not violate or cause the Authority to violate any such Anti-Corruption and Bribery Laws. The Contractor further represents and warrants that, in connection with supplies or Services provided to the Authority or with any other business transaction involving the Authority, it shall not pay, offer, promise, or authorize the payment or transfer of anything of value, directly or indirectly to: (a) any government official or employee (including employees of government owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office or (b) any other person or entity if such payments or transfers would violate applicable laws, including Applicable Anti-Corruption and Bribery Laws. Notwithstanding anything to the contrary herein contained, the Authority may withhold payments under this Contract, and terminate this Contract immediately by way of written notice to the Contractor, if it believes, in good faith, that the Contractor has violated or caused the Authority to violate the Applicable Anti-Corruption and Bribery Laws. The Authority shall not be liable to the Contractor for any claim, losses, or damages related to its decision to exercise its rights under this provision.

49. VARIATION IN ESTIMATED QUANTITY

If the quantity of a unit-priced item in this Contract is an estimated quantity and the actual quantity of the unit-priced item varies more than ten percent (10%) above or below the estimated quantity, an equitable adjustment in the Contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred ten percent (110%) or below ninety percent (90%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request (in writing) an extension of time to be received by the Contracting Officer within ten (10) days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the Contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

50. ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

(a) This Contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.5.

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

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

51. MISCELLANEOUS

(a) This Contract does not intend to, and nothing contained in this Contract shall create any partnership, joint venture or other equity type agreement between the Authority and the Contractor.

(b) All notices, statements, demands, requests, consents or approvals required under this Contract or by law by either party to the other shall be in writing and may be given or served by depositing same in the United States mail,

postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party; an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified; or by e-mail with delivery confirmation. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

If to the Contractor: As set forth in Exhibit B to this Contract

If to the Authority: Capital Metropolitan Transportation Authority
Attn: Sr. Director/Chief Contracting Officer
2910 E. 5th Street
Austin, Texas 78702

Address for notice can be changed by written notice to the other party.

(c) In the event the Authority finds it necessary to employ legal counsel to enforce its rights under this Contract, or to bring an action at law, or other proceeding against the Contractor to enforce any of the terms, covenants or conditions herein, the Contractor shall pay to the Authority its reasonable attorneys' fees and expenses. ~~regardless of whether suit is filed.~~

(d) If any term or provision of this Contract or any portion of a term or provision hereof or the application thereof to any person or circumstance shall, to any extent, be void, invalid or unenforceable, the remainder of this Contract will remain in full force and effect unless removal of such invalid terms or provisions destroys the legitimate purpose of the Contract in which event the Contract will be terminated.

(e) This Contract represents the entire agreement between the parties concerning the subject matter of this Contract and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations, and negotiations. In executing this Contract, the parties do not rely upon any statement, promise, or representation not expressed herein. This Contract may not be changed except by the mutual written agreement of the parties.

(f) A facsimile signature shall be deemed an original signature for all purposes. For purposes of this paragraph, the phrase "facsimile signature" includes without limitation, an image of an original signature.

(g) Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation." Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. All Exhibits attached to this Contract are incorporated herein by reference.

(h) All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the Authority, whether provided by law, equity, statute, or otherwise. The election of any one or more remedies the Authority will not constitute a waiver of the right to pursue other available remedies.

(i) The Contractor shall not assign the whole or any part of this Contract or any monies due hereunder without the prior written consent of the Contracting Officer. No assignment shall relieve the Contractor from any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void.

(j) The failure of the Authority to insist upon strict adherence to any term of this Contract on any occasion shall not be considered a waiver or deprive the Authority thereafter to insist upon strict adherence to that term or other terms of this Contract. Furthermore, the Authority is a governmental entity and nothing contained in this Contract shall be deemed a waiver of any rights, remedies or privileges available by law.

(k) This Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any dispute arising with respect to this Contract shall be resolved in the state or federal courts of the State of Texas, sitting in Travis County, Texas and the Contractor expressly consents to the personal jurisdiction of these courts.

(l) This Contract is subject to the Texas Public Information Act, Tex. Gov't Code, Chapter 552.

- (m) The Contractor represents, warrants and covenants that: (a) it has the requisite power and authority to execute, deliver and perform its obligations under this Contract; and (b) it is in compliance with all applicable laws related to such performance.
- (n) The person signing on behalf of the Contractor represents for himself or herself and the Contractor that he or she is duly authorized to execute this Contract.
- (o) No term or provision of this Contract is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation for a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- (p) Capital Metro is a governmental entity and nothing in this Contract shall be deemed a waiver of any rights or privileges under the law.
- (q) Funding for this Contract after the current fiscal year is subject to revenue availability and appropriation of funds in the annual budget approved by the Authority's Board of Directors.
- (r) Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

52. FUNDING AVAILABILITY

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

53. COOPERATIVE CONTRACT

- (a) The Authority has entered into a master cooperative purchasing agreement with other governmental entities (with the Authority, the "Cooperative Members") to form the Texas Interlocal Purchase Cooperative, under which the Cooperative Members grant access and make available to one another certain contracts of the Cooperative Members, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Local Government Code. The Contractor agrees to offer to other eligible Cooperative Members the goods and services provided under this Contract with the same prices, and under terms and conditions, of this Contract.'
- (b) The Authority does not accept any responsibility or liability arising from or related to a separate contract between another Cooperative Member and Contractor based on this Contract or for any purchases made thereunder.

54. AUSTIN TRANSIT PARTNERSHIP

At the direction of Capital Metro, the services provided under the Contract may be performed on behalf of or in connection with Austin Transit Partnership (ATP), and ATP's projects, initiatives, and proposals.

**EXHIBIT F
SCOPE OF SERVICES
LIFE, AD&D, DISABILITY AND FMLA ADMINISTRATION**

1. BACKGROUND

Capital Metropolitan Transportation Authority (“Capital Metro” or “the Authority”) is a public agency responsible for providing mass transit service within the City of Austin and the surrounding communities of Leander, Lago Vista, Jonestown, Manor, San Leanna, and Point Venture, as well as the unincorporated area of Travis County within Commissioner Precinct 2 and the Anderson Mill area of Williamson County. Capital Metro services include bus, rail, ride-share programs, special event services, and special transit services for the mobility impaired.

2. GENERAL SCOPE

The Contractor shall provide Basic Life Insurance, Voluntary Life Insurance, Accidental Death & Dismemberment (AD&D) Insurance, Long Term Disability Insurance, Long Term Disability Insurance Buy-up, Short Term Disability Insurance, and FMLA Administration.

The Contractor must provide all benefits described in this scope of services EXACTLY. A more detailed schedule of benefits is included as attachments 1 through 15 for informational purposes following this Exhibit F.

The Authority is also requesting proposals for voluntary whole life, critical illness, and accident insurance. These would be new products and are not currently offered.

3. CURRENT COVERAGE

(See attachments for detail)

a. The Authority currently contracts for Life, Voluntary Life, AD&D, Long Term Disability (LTD) Base and Buy-Up plans, Short Term Disability (STD) and FMLA Administration.

b. Employer Contribution:

Employee Dependent Life	100%	
N/A AD&D	00%	
N/A Voluntary Life	0%	0%
STD	100%	
N/A LTD	100%	N/A
LTD (Buy-Up)	0%	N/A

4. PURPOSE OF CONTRACT

The Contractor shall provide:

- a. An implementation schedule and plan.
- b. A training schedule.
- c. Training of Contractor staff in administration of Program.
- d. Migration of existing data as required to Contractor's system.
- e. State-of-the-art, on-line capabilities from initial enrollment to daily administration for the employer and employee.

- f. Excellent customer service capabilities and reputation.
- g. Expertise in claim processing, management reporting, and utilization review.
- h. Cost containment features and programs geared toward minimizing and/or eliminating the high cost of benefits.

5. EFFECTIVE DATE OF BENEFIT PLANS

The effective date for all benefit plans included in this Contract is January 1, 2022. The Contractor shall provide a detailed implementation timeline for the administration of Capital Metro's benefit program.

6. BENEFIT PLANS

- a. See Summary of Benefits and SPD in Attachments which follow. (Note: Employees receive a minimum Life benefit of \$40,000, or one times base annual salary, whichever is greater, and AD&D at \$80,000, or one time base annual salary, whichever is greater,)
- b. Rates must reflect the cost of a portability and conversion option.
- c. Contractor shall waive the "actively at work" provision. If unable to waive this provision, please provide an alternative.

Voluntary Life

- a. See Summary of Benefits and SPD in Attachment 15 – Experience Report Life, Voluntary Life and ADD..
- b. Contractor shall provide a TRUE OPEN ENROLLMENT option at initial implementation and annually each year during agency's open enrollment period.
- c. Contractor shall waive the "actively at work" provision. If unable to waive this provision, please provide an alternative.
- d. Contractor shall assume that all current coverage amounts will be grandfathered on the new plan.

Short Term Disability (STD)

- a. See Summary of Benefits and SPD in Attachment 5 – Group Short Term Disability Insurance Certificate,
- b. Contractor shall not include a "pre-existing condition" clause.

Long Term Disability (LTD) Base and Buy-Up

- a. See Summary of Benefits and SPD in Attachment 4 – Group Long Term Disability Insurance Certificate.
- b. Contractor shall provide a TRUE OPEN ENROLLMENT option at initial implementation and annually each year during agency's open enrollment period for the LTD Buy-Up.

Family Medical Leave Administration

- a. Contractor shall support corporate paid leaves.
- b. Contractor shall be able to customize its service to our needs.
- c. Contractor shall assist in educating managers and supervisors on using its FMLA services.
- d. Contractor shall provide updates, implement and train on new leave regulations.

- e. Contractor shall provide legal support to customers for leave administration.
- f. Contractor shall offer indemnification for leave administration.
- g. Contractor shall provide an online portal with one point of access so Capital Metro can review leave status, review status of Long Term and Short-Term disability claims and run reports.

Staffing:

- h. Contractor should have a dedicated team that administers FMLA programs.
- i. Contractor shall provide hours of operation from 8:00 AM to 5:00 PM CST.
- j. Contractor shall coordinate FMLA leave with Short Term disability claims to ensure continuity in the claims process.
- k. Contractor shall provide clinical resources as needed for FMLA administration.

Intake:

- l. Contractor shall provide integrated services between Short Term Disability and FMLA claims.
- m. Contractor shall communicate with employees and providers and provide written documentation to claimants requesting additional information, as needed.

Leave Management:

- n. Contractor shall administer intermittent leaves.
- o. Contractor shall provide an integrated process with communications and Short-Term disability and FMLA claims.

Reporting:

- p. Contractor shall provide daily status of FMLA leaves and activity.
- q. Contractor shall prepare all required FMLA letters.

Voluntary Critical Illness (New)

- a. Contractor shall provide coverage with a guarantee issue coverage amount that is available for new hires and annually at open enrollment.
- b. Contractor shall be willing to be flexible in required method of enrollment and billing
- c. Contractor shall provide enrollment materials annually no later than October 1.

Voluntary Accident Coverage (New)

- a. Contractor shall provide coverage with a guarantee issue coverage amount that is available for new hires and annually at open enrollment.
- b. Contractor shall be willing to be flexible in required method of enrollment and billing.
- c. Contractor shall provide enrollment materials annually no later than October 1, 2021.

Group Universal Voluntary Life / Group Voluntary Whole Life (New)

- a. Contractor shall provide a program that includes some level of guarantee issue.
- b. Contractor shall provide detailed enrollment materials and enrollment support for members and staff of Capital Metro.

7. CONTRACT SCHEDULE OF EVENTS

Late August 2021	Capital Metro award of contract
Early September 2021	Kick-off Meeting
Mid-September 2021	Receipt of open enrollment materials from Contractor
October 2021	Employee enrollment meetings occur
January 1, 2022	New plan year begins

8. QUALIFICATIONS OF CONTRACTOR

The Contractor shall be licensed to do business in the State of Texas. Carriers must have received a rating of A or Good, or better in the A.M. Best Rating Report for the past two consecutive years.

9. CONFIDENTIAL INFORMATION

- a. CONFIDENTIALITY: As a result of this Contract, the Contractor and the Authority may gain access to certain information that is confidential, proprietary or otherwise not generally available to the public. Each party shall maintain the confidentiality of this information and shall only use it in connection with the performance of this Contract. Each party shall protect confidential information with the same degree of care with which it would treat its own confidential information and warrants that it shall use reasonable efforts to safeguard it from unauthorized disclosure.
- b. Each party may disclose confidential information to its employees, but only on a need-to-know basis. This provision shall survive the termination of this Contract.
- c. However, there is no requirement to maintain the confidentiality of information:
 - (1) that was known to that party before its receipt from the disclosing party;
 - (2) that was publicly available at the time it was transmitted to the receiving party;
 - (3) that was properly provided to the receiving party by a third party without restriction; and
 - (4) that the receiving party developed independently.

10. LEGAL REQUIREMENTS

The Contractor shall comply with all federal, state and local laws and regulations that are relevant to the services provided. Compliance with the Texas governmental entities and their laws, the Internal Revenue Code (IRC), the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), Health Insurance Portability and Accountability Act (HIPAA), Consolidated Omnibus Budget Reconciliation Act (COBRA) and other relevant regulations and laws is required.

11. TRANSITIONAL PROCESS

The Contractor shall assist Capital Metro in becoming as transparent to its workforce as possible. A "no loss/no gains" provision shall apply to all participants covered under the new plan. It is imperative that any exclusion, limitations or any other deviation from the current plan be clearly outlined and discussed. The Contractor is expected to explain, in detail, their approach and responsibilities for total disabilities, actively at work clauses or any other limitations.

12. MASTER AGREEMENT

Sample drafts of any master agreement and summary plan descriptions are required with the proposal. The final master agreement and summary plan descriptions shall be provided no later than sixty (60) days llyse, the final master agreement cannot be finalized until the open enrollment is completed. from the effective date of the contract.

13. IMPLEMENTATION

The Contractor shall provide a representative to meet with Capital Metro management regarding implementation of plan documents and systems. Enrollment materials and claim and change form samples are to be provided to ensure that any suggested changes may be agreed upon by both the administrator/carrier and Capital Metro prior to actual enrollment.

14. COMMISSIONS

Rates shall be provided net of commissions.

15. PLAN CHANGES AND AMENDMENTS

If changes in the plan of benefits or servicing requirements are needed, such changes shall be made in writing and, upon agreement by both parties, shall be deemed a modification to the Contract.

16. RENEWAL RATES

If applicable, the Contractor is asked to deliver the renewal rate no later than 120 days prior to the anniversary date each year.

17. RIGHT TO AUDIT

Capital Metro reserves the right to audit claim records and other financial records of the Contractor as they pertain to their employee benefit plan whenever it is deemed appropriate. Such audits may be performed by Capital Metro, its consultants, or by outside auditors selected by Capital Metro.

18. STATISTICS/REQUESTED REPORTING

- a. Monthly reports
 - Pending claims
 - Paid claims analysis by covered employee
 - Payroll report
- b. FICA/W-2 Reporting
- c. Enrollment/Claim forms are to be provided to carrier at the time of claim.
- d. No list bill- self-bill is required method of billing.
- e. Report generation, as indicated above, should not **result in extraneous charges.**
- f. If required by Capital Metro, customized reports shall be provided at a total price agreed to between the Contractor and Capital Metro and based on the hourly rates specified in Exhibit A, the Schedule.
- g. If required by Capital Metro, electronic filing preparation shall be provided at a total price agreed to between the Contractor and Capital Metro and based on the hourly rates specified in Exhibit A, the Schedule.

19. DATA CAVEAT

The data contained in attachments following this Exhibit F has been supplied by Capital Metro and their current carrier. It has been gathered and reviewed with respect to its accuracy on a "best effort" basis.

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Offeror:	(enter firm name)
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Offeror shall answer all questions fully, clearly and concisely unless a specific question is inapplicable to the service you are proposing to provide. If you are unable to answer a question or the question does not apply, you should indicate either not applicable or reason not answered. A response must be provided for each section, please do not refer to other areas of your proposal for the answer. Offeror shall not modify the order or language of any question.

The questions below are a description of the services that your company will provide to Capital Metro: Medical Admin (which includes Disease/Case Management, Wellness), Rx, Stop Loss, Dental, FSA, Health Spending Accounts, Retiree Reimbursement Account, COBRA, HIPAA.

GENERAL QUESTIONNAIRE

RESPONSES

1. Provide a description of your company, including the following:	
a.) Full legal name, address, telephone and fax numbers - also parent company, if any.	
b.) Contact for your proposal.	
c.) Locations of your service facilities that will handle this account (claims, account management, underwriting, etc).	
2. Please indicate the number of group members you have covered by service and whether your Company is proposing any and/or all of these services.	
3. Please provide the number of public entity clients your company handles. Provide the number separately by:	
a.) Transportation related.	
b.) Other (list type).	
4. Please provide your most recent audited financial statement ratings, if applicable, and the date of the rating:	
a.) Duff & Phelps.	
b.) Standard & Poor's.	
c.) Moody's.	
d.) A.M. Best.	
5. Provide pertinent references; specifically, three active and three terminated accounts (other than mergers), within the last five years. The account references should be of similar size to Capital Metro.	
6. Please outline any pending litigation against your company.	

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7. List any companies to which you subcontract for services including but not limited to: vision, disease/case management, wellness, COBRA /HIPAA, pharmacy network, clinical management, formulary, specialty drug program, production of id cards. Please list which service each company provides.	
MEDICAL QUESTIONNAIRE	RESPONSES
Account Management	
1. Please describe the account team, the reporting structure, and where service support will occur.	
2. Please describe your issue resolution process.	
3. Provide a detailed proposed timeline for each step of implementation that includes the action, the party responsible, member of your account team responsible for each action, and the due date for completion of each action.	
4. Explain the level of involvement at health fairs, annual enrollment meetings or targeted campaigns we can expect and if there are any cost associated with vendor participation.	
5. How do the various departments communicate with each other? (For example, Medical Claims, Rx Claims with UR, Case Management, Disease Management, and Wellness.) Please submit a work flow chart detailing the relationships.	
Customer and Member Services	
1. Identify service center locations for each of the following functions:	
a.) Claims processng.	
b.) Case management.	
c.) Utilization Review.	
d.) Wellness.	
e.) Disease Management.	
f.) Eligibility.	
g.) Billing.	
h.) Claims Management and Reporting.	
i.) Accounting.	
j.) Underwriting.	
k.) Account Management.	
l.) HIPAA Administration.	
m.) I.D. Card Generation.	

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2. What are the days and hours during which employees can contact the customer service or claim office?	
3. What after-hours telephone or e-mail access to customer service representatives is available for employees?	
4. For 2019 and 2020, what were the rates of abandonment, hold times and connect times for the office you propose to use?	
5. Will you provide a high-level claims/customer service representative to be dedicated to the employee benefits department for claims questions?	
6. How many claims processors are currently at this location?	
7. What percentage of claims do you routinely audit for:	
a.) Turnaround time.	
b.) Coding accuracy.	
c.) Payment accuracy.	
d.) Inpatient, Large Claims and all processed claim payments.	
e.) Frequency.	
f.) Right and Limitations.	
8. Please describe the following and identify if any additional costs associated with:	
a.) Audits requested by Plan Sponsor.	
b.) Out-of-scope services.	
c.) Payment Errors Identified by Plan Sponsor.	
9. Does the member services area use a dedicated on-line call tracking and documentation system? Does it document:	
a.) Date of initial call.	
b.) Date inquiry closed.	
c.) Representative who handled the call.	
d.) Call status.	
e.) If and where issue was referred for handling.	
f.) Reason for call.	
g.) What was communicated to member.	
h.) Audio recording of the call.	
10. How do you insure this system is being used effectively?	

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11. How often are ID cards produced and are temporary cards available on line?	
12. Indicate any additional cost to mail IDs to employee's home addresses.	
13. If a claim is processed incorrectly (ie. the incorrect coding or incorrect plan explanation), who will be responsible for the cost (if any) associated with this?	
14. Please provide your hold harmless agreements for Capital Metro, and their members if a network provider does not file claims within the claim filing limit?	
15. Describe your appeal process for denied claims.	
16. How do you process COB Claims?	
• Determination, Research and Recovery Process.	
17. Please describe your subrogation process.	
• Recovery, Payment and Fees.	
18. How will you treat large ongoing claims at inception?	
19. Are any health-related services offered to plan participants at discounted rates? Free?	
Financial and Contractual	
1. Please identify any fees not included in admin fees or indicate "included":	
a.) Plan Document Preparation (SPDs, SBCs, Benefit Summaries).	
b.) Certificates of Coverage.	
c.) Contracts and Amendments.	
d.) Claim Forms.	
e.) Employee on-line access.	
f.) Brochures about specific programs.	
g.) Subrogation.	
h.) Network access.	
i.) Appeals/Denials.	
j.) Out of Network Shared Savings Programs - please outline the specifics and cost associated with any of these programs, specifically for the handling of claims related to Radiology, Anesthesiology, Pathology, Lab, and Emergency services.	
k.) COBRA notices and billing (see also specific COBRA question section included in this document).	
2. Indicate your trend factors both rating and actual observed, label accordingly for your indemnity, PPO, POS and HMO plans for the last three years for medical and drugs for the Austin area.	
Banking Arrangements (Self-Funded)	
1. Vendors should confirm that Capital Metro has ability to utilize their bank of choice.	

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2. Define the requirement for the initial funding of the account.				
3. Define the ongoing funding with any minimum requirements of the account.				
4. Describe the required process for bank account reconciliation.				
5. Describe the stop payment, refund and voided check procedures and any cost related to the request.				
Communications				
1. Please describe and identify if costs are included or not included in pricing.				
• Website.				
• Describe tools and resources on website.				
• Newsletters.				
• Frequency.				
• Paper and/or electronic.				
• Brochures.				
• Describe programs and tools available.				
• Frequency.				
Billing				
1. Will Plan Sponsor have on-line access?				
2. Capital Metro pays in 45 days in arrears. Vendor should confirm that it accepts this payment timeframe?				
3. What is the correction, credit/recovery process?				
4. Ability to view past statements and billing reports online.				
5. Ability to self-bill.				
Service Guarantees				
Capital Metro expects exceptional client and member customer service from the administrator(s) of its plans. To ensure levels of performance, your organization is requested to commit to performance measures based solely upon Capital Metro metrics not Book of Business. The following are typical quality indicators. Using these as a benchmark, please indicate the standard and percent (%) of fees at risk. Also, please confirm that guarantees will renew automatically each year of the contract, with any revisions agreed to by both parties prior to the beginning of the new plan year.				
Performance	Standard	Performance Measure	% of Fees at Risk	
Delivery of all tangibles				

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ID Cards				
Contracts				
SPD's/Certificates				
COBRA Billing				
Claim Turnaround				
Financial Payment Accuracy				
Telephone Response Time				
Eligibility/Transfer Accuracy				
Client's Overall Satisfaction				
Timely resolution of escalated issues from Capital Metro HR Team				
Seamless implementation process with new cards and claims processing in place by January 1, 2022.				
We agree that guarantees will renew automatically each year of the contract, with any revisions agreed to by both parties prior to the beginning of the plan year.				
Utilization Review & Large Case Management				
1. Provide process for managing large cases and utilization review including hospital stay and alternative methods of treatment.				
2. Provide process for medical review by licensed specialist or doctor.				
3. Provide information on appeals process and current turnaround time on appeals.				

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4. Provide process for hospitalization management:	
preadmission review	
continued stay review	
discharge planning	
outpatient management	
5. Provide process for calculating and documenting savings from large case management programs.	
6. Provide types of services large case management does not require pre-approvals.	
7. Do you have an on-site Medical Director?	
8. Will the Medical Director interact with the employer?	
9. Provide Capital Metro's participants a 24 hour turnaround time for appeals to increase hospital stays.	
10. Provide quarterly reports on utilization review and large case management benchmarks compared to Capital Metro's utilization. Document savings.	
Case Management	
1. Is the case management company a third party?	
2. What is the process for getting an answer on case management services (i.e. Optum with UHC)?	
3. How do you measure the success of your program?	
4. What criteria qualify a patient for the Large Case Management program?	
5. What is your ratio of Case Management Nurses to Members?	
6. What is the average caseload of the case manager per month?	
7. Does the Case Manager communicate with the employer group?	
8. Do you use Case Management on chronic conditions?	
9. What is the Case Management intake process?	
10. Hearing Aid benefit - what is the requirement for case management approval?	
11. What kind of education do you have around specialized services?	
Reporting	
1. Please provide a sample of your standard management reports for medical, and drug coverage along with samples of claims data reports. Claims reports by type, participation reports by level and large claims reports are requested on a monthly basis. Please advise frequency of reporting. Below is a list of required reports to be provided on a monthly basis:	
• Premium and Claims Report should include employee participation by tier and plan.	
• High Claims Report should include Employee or Dependent status, diagnosis, claims paid YTD and if active, terminated or COBRA.	

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• Lag analysis reports	
• Reports required on a quarterly basis should include Utilization Management Report by plan and Contributions vs. Claims reports	
2. Please provide a sample of your utilization management, lag reports, and Premium vs. Claims reports.	
3. If reports do not accurately reflect “paid” claims, will you provide additional reports at no cost to reflect accurate claims payment?	
4. What reports will Cap Metro have the capability of running from your system?	
5. Please provide a detailed list of all standard reports as well as custom or ad hoc reports and the cost associated with these reports.	
6. Do you provide claim projections and reserve calculations?	
7. Describe any analytical or predictive modeling you will provide and any associated cost.	
8. How many and what type of management review meetings will be provided? Are there any costs associated with these meetings?	
9. What is the requirement for membership enrollment? Is there a specific report that would require to be programmed or can you use an existing report? If you end up w	
10. Are lag reports available on a quarterly basis? Monthly?	
11. What kind of training is available for your reporting system? Are there online tutorials?	
Medical Networks	
1. What networks does your organization utilize in the Austin Area?	
2. Please include your provider networks(s) website addresses.	
3. Please describe the methodology of how you calculate network discounts.	
4. Are you willing to guarantee your network discounts?	
5. Are your networks wholly owned?	
Geo Access	
1. Conduct a Geo Access analysis comparing your HMO, PPO, and POS networks to the residential census/zip code information provided. Use the following Geo Access standards:	
a.) Doctors: 2 Doctors (PCPs) within 15 miles	
b.) Hospitals: 2 Hospitals within 15 miles	
c.) Indicate the total number of eligible employees with the desired access	
2. Please provide number of PCPs and Hospitals by Service Area, by network.	

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3. Do you have Centers of Excellence for specific specialty care, surgery, etc.? If yes, list the facilities by specialty. Please describe your program, including how centers are selected and details on services offered to family members when travel and overnight stays are involved. Is your Centers of Excellence program voluntary if quoting stop loss?	
4. Explain how you handle out-of-area emergency and non-emergency care. Define "out-of-area" and "emergency".	
5. How are employees or dependents (i.e., child attending school, COBRA enrollees) that reside outside your service area covered?	
6. If we provide you with a top 100 provider list in the group, can you do a network comparison?	
7. Are you able to conduct a provider survey with employees?	
Plan Design	
1. Confirm you can administer benefits as noted in the 2020 SPD and 2021 SBC documents. List any provisions that cannot be auto adjudicated and require manual processing. Include any recommendations to accommodate our plan.	
UCR	
1. What data do you use to develop your UCR profile? How often is it updated?	
2. What standards are used (e.g., 90 th percentile) to determine usual and customary rates (UCR)? How often are UCR profiles updated?	
3. Will you provide UCR information to employees and/or their dependents upon request?	
Provider	
1. Please describe overpayments, recovery and settlement process.	
2. High performance networks? If so, what?	
3. Ambulatory surgery at out-of-network facilities. How handled?	
4. Promotion of lower cost facilities (urgent care vs. ER)?	
5. Do you have a quality/value rating system for providers in the network? What criteria are used to make the determination?	
DISEASE MANAGEMENT QUESTIONNAIRE	
1. Is your Disease Management Program internal or outsourced?	
2. Standard disease management process doesn't seem to be working now. What is the process for outreach to members? Are callers identifying themselves. What about letters to members? Clearly identified as coming from carrier?	
What is the communication that goes along with disease management? How do you make employees feel comfortable sharing information with you?	

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3. Indicate what disease management services you provide as part of your coverage and specify A for adult and P for pediatric services for each service provided. (Place a “√” in the appropriate box if provide service.)			
<ul style="list-style-type: none"> • Disease Management (defined as proactive telephonic/home based contact to reduce risk, improve adherence to prescribed therapies, improve outcomes and health status, and reduce inappropriate utilization. 			
Adult (A)	Pediatric (P)		Services included in rate (Y/N)
		Asthma	
		High Cholesterol	
		Diabetes	
		Hypertension	
		Coronary Artery Disease	
		Congestive Heart Failure	
		HIV/AIDS	
		Morbid Obesity	
		Other (Specify)	
<ul style="list-style-type: none"> • Maternity Management (defined as proactive, telephonic/home based contact to reduce risk, pre-term birth rate, low and very low birth weight rates, and infant mortality to increase VBAC rates and improve outcomes, and health status). 			
<ul style="list-style-type: none"> • Pediatric Health Management (defined as proactive contact to increase immunizations, improve health status and safety of children, and parenting skills of parents). 			
<ul style="list-style-type: none"> • Demand Management (24-hour nurse triage line). 			
<ul style="list-style-type: none"> • Preventative Health Services (defined as early detection and preventive services; such as, immunizations, pap smears, etc; with reminders to get service if failure to do so in a benefit year. 			
<ul style="list-style-type: none"> • Member health risk and/or health status assessment. 			
<ul style="list-style-type: none"> • Welcome calls to new members. 			
<ul style="list-style-type: none"> • Satisfaction survey. 			
<ul style="list-style-type: none"> • Health promotion/wellness programs define. 			
<ul style="list-style-type: none"> • Lifestyle management (defined as smoking cessation, weight management, fitness activities, stress injury prevention). 			
<ul style="list-style-type: none"> • Newsletter 			

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• Outreach.	
• Process flow.	
• On-site capability and cost.	
• Performance guarantees.	
• PCP based – financial incentives.	
• Other (define).	
4. How involved are your network physicians in accountability for compliance with wellness, disease management, and pharmacy initiatives to improve quality and cost management?	
5. Provide descriptions of any recommended disease management plans (i.e.: Asthma, Congestive Heart Failure, Hypertension, Diabetes, etc.) not included in your fee quote, including the cost per employee per month for each plan and the anticipated savings to be accomplished for each plan. Disease management plans already included in your fee quote should be described below.	
WELLNESS QUESTIONNAIRE	
Health Risk Assessment (HRA) Services	
1. Describe the health risk assessment tool your organization offers. Is it staged or CDC based? Who developed the HRA and how long have you been using it? What types of studies have been done to evaluate the effectiveness and validity of your HRA? If you have any published studies or white papers available, please attach.	
2. What is the reading level of your HRA tool and employee report?	
3. Will the client receive reporting on the HRA and any on-line Healthy Actions?	
4. If Cap Metro uses an outside wellness vendor, do you have the capability of feeding data or receiving data from outside vendor to populate the personal health record?	
5. Is readiness to change questions included? If yes, please describe.	
6. What is the average participation rate for your clients?	
a.) With no incentive?	
b.) With a nominal prize (i.e. \$25 gift certificate)? ___%	
c.) With a cash incentive? ___%	
d.) With money put in a spending account? ___%	
e.) With contributions for health benefits reduced? ___%	
7. Explain your experience designing incentive systems to drive participation, including your most successfully designed incentive program.	
8. What percentage of your employer clients require completion of the HRA to participate in the health program?	

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9. Do you offer incentives for participation?	
10. Do you offer on-site workshops?	
11. Please provide a URL and password for a web-based HRA demo.	
12. Please confirm the following questions. If provided, confirm that it is included in your fee.	
Health Risk Assessment (HRA) Product Feature Included	
• Web-based HRA.	
• Paper-based HRA.	
• Provides information on confidentiality.	
• Provides information on how data will be used.	
Implementation & Communication Strategy	
1. What communication support do you provide prior to conducting the HRA to encourage participation and address patient confidentiality? Is this included in your overall fee structure? If not, please describe the additional costs in the Cost Structure section of this RFP. Please supply a sample of your marketing and promotional collateral.	
2. How would you suggest reaching spouses?	
3. Do you offer seminar kits for employers to use to conduct in-house seminars? Please describe. Is this included in the price? If not, what is the charge?	
4. How do you help prepare for the launch of the system within a client? Is this included within the costs or is it an extra charge?	
5. Explain how human resources might use the system as an HR or communications hub.	
6. Do you offer single sign-on technology allowing employees to click on a link and get transported directly to their account within a health provider without needing to sign on a second time? Please explain the options.	
7. Enrollment Kits should be provided in soft copy and hard copy. Please indicate costs associated with providing these.	
Health and Wellness Account and Customer Service	
1. Please describe how your Account Management Team is set up. Who will be responsible for the account and who will be their day-to-day contact? Where are these individuals located? Please provide a brief description of their experience and years with your organization.	
2. Please describe the clinical background that is required for your health care wellness staff. Is your wellness staff full-time employee or subcontracted personnel?	
3. What types of continuing education and ongoing training is required for your wellness employees.	

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4. Describe your customer service department. Include hours of operations, staffing, average experience of staff and training. Explain how staff is apprised of a new program and how members access customer service.	
Educational Content, Tools and Resources	
1. Please list each web-based, on line self-help educational service available to wellness participants? Are these services included in your fee structure? If not, please describe the additional costs in the Cost Structure section of this RFP.	
2. Do you offer any services via a 1-800 call center with either IVR or live representatives? Please describe. Are these services included in your fee structure? If not, please describe the additional costs in the Cost Structure section of this RFP.	
3. Please describe any newsletters that you offer, including frequency, format, and costs. If this is a subcontracted relationship, please explain length of relationship and division of accountability.	
4. How are your employee and/or web content selected and/or created to insure accuracy and appropriateness?	
5. How frequently is your online content updated and/or reviewed?	
6. Please provide a URL and password for a web site demo.	
7 Are you willing to be present for an on-site health fair?	
Data Analysis and Reporting	
1. What type of reports do you provide post-screening to both the employer and the employee? How long after completion of the HRA survey can they be generated? How are these reports used? Are they included within your cost structure? If not, provide the additional costs within the Cost Structure section of this RFP. Please provide samples of the HRA including questionnaire (1), individual results (2) and client report (3).	
2. Can client reports be customized? If yes, what are the customization options and the cost impact of the customization?	
3. Will you be able to provide a listing of employees/spouses who have taken the HRA so that the client can provide incentive payment?	
4. Please explain your risk stratification protocol and how this information is disseminated to the employer.	
5. What predictive modeling tools do you incorporate into your data analysis?	
6. Do you have Return on Investment (ROI) information and, if so, what time period does the data cover?	
Wellness Program Integration	
1. Describe your experience with coordinating and integrating with disease management vendors, health-coaching services, and with your clients' internal resources.	

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2. Can your organization provide individual HRA data to a designated third party for identifying individuals requiring appropriate follow-up interventions and resources (e.g. disease management) or for research purposes? If so, describe your experience with these types of integrations.	
Confidentiality/Privacy	
1. Describe your policy relative to sharing, selling, or otherwise utilizing member usage and other member data.	
2. How is confidentiality assured?	
3. Is your site an e-commerce site?	
4. What practices to you have in place to protect the confidentiality of individual information when electronically transferring or storing information?	
5. What kind of HIPAA compliant security measures do you have in place?	
6. Do your products support public key infrastructure encryption? What effect will using encryption have on your information system's performance?	
7. Describe any breaches you have had in security and how they were handled.	
Cost Structure	
1. We expect that the vendor will be able to provide:	
· Implementation and communication services,	
· The HRA tool to each eligible employee, either electronically or via paper,	
· Educational content and resources via a website and/if available via a call center,	
· Standard reporting of results to employees and Client, and	
· Data integration with other vendors.	
2. HRA cost per eligible employee per year: \$ _____. Anticipated participation rate: _____%	
3. Set up fees \$ _____.	
4. Additional fees \$ _____.	
5. Please clearly state any and all additional costs that may be associated with providing the services articulated above. Undisclosed fees will not be the responsibility of our client.	
Healthcare Reform	
1. What services do you provide to assist Cap Metro in navigating Healthcare Reform?	
2. Will you be responsible for assisting Capital Metro to maintain compliance in plan design and summary plan descriptions?	
Performance Guarantee	
1. Are you willing to enter into a Performance Agreement with the client with monies at risk?	

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2. Please describe the performance maximums you will be willing to guarantee and the maximum dollars or percent of fees you will place at risk.	
PBM QUESTIONNAIRE	RESPONSES
1. List any companies to which you subcontract for pharmacy program services, including: pharmacy network, clinical management, formulary, specialty drug program and production of identification cards. Please list, which services each company, provides.	
2 . Provide discount prescription drug coverage for retail outlets for 30 days with detail description of discounts, drug costs, dispensing fees, formulary incentives and administrative fees.	
3. Provide discount prescription drug coverage for mail order maintenance for 90 days with detail description of discounts, AWP drug costs, dispensing fees, formulary incentives and administrative fees.	
4. Provide prescription drug utilization review process.	
5. Provide for administration and review for specialty medications.	
6. Provide process for determining formulary brand medication and non-formulary brand medications including the timing of reviews for these medications and education process for participants on non-formulary medication.	
7. Provide process for integrating pharmacy benefit management with disease management programs under claims administration.	
8. Provide process to detect fraud or abuse in purchase of prescription drugs. Define the role Capital Metro will assume in this process.	
9. Provide sample reports for notification of prescription drug utilization and identify trends for the utilization. Provide these reports quarterly.	
Pharmacy Network	
1. How does your company adjudicate the actual copay required by the member if:	
a.) The AWP discount and dispensing fee is lower than the member copay?	
b.) The MAC is lower than the member copay?	
c.) The Usual and Customary is lower than the member copay?	
d.) Provide the information for both flat dollar AND for percentage copay. Is this policy stated in your contract? If so, provide the language.	
2. What incentives do you provide to the pharmacy network to achieve optimum generic fill rates?	
3. What types of rebate management reports are provided?	
Specialty Pharmacy	
1. Does your company provide a specialty pharmacy program?	

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2. Is the program owned by your company, or do you subcontract the service? If subcontracted, please list your specialty partners.	
3. If subcontracted, please explain the connectivity of your customer service centers, including an understanding of the status of a pending delivery.	
4. How do you communicate with members or physicians when problems arise in the delivery of the specialty medication?	
5. Do you offer case management for critical disease state (as designated by mutual agreement between the client and the PBM)? Is there a cost? If yes, please provide any fees.	
6. Please outline your fees as they relate to specialty drugs including discounts, dispensing fees, and any case management fees that may apply.	
Mail Order Pharmacy	
1. Do you own your own mail order facility? If yes, please list the location of all facilities, including the call center service personnel. If no, please name your subcontracted mail service provider.	
2. Describe the connectivity between the Mail Service call center and your regular customer service center.	
3. What percent of your claims are filled at mail order?	
4. Describe your abilities to receive initial and refill prescriptions via telephone, email, fax, or internet?	
5. Can prescriptions be tracked online? By Cap Metro? By Employees?	
6. What is your average days to fill:	
a.) First Time New Prescriptions, and	
b.) Refill Prescriptions.	
Clients Internet Services	
1. Do you offer online eligibility for Cap Metro to do emergency adds, terms, and changes and to view member claims? If so, what is the web site address? If possible please provide link to a demo site with password.	
2. List services and benefits available through the Internet site.	
Member Internet Services	
1. Do you offer Internet pharmacy services for the members? If so, what is your web site address for the member? If possible, please provide link to a demo site with password.	
2. If so, will the site allow the member to:	
a.) locate a pharmacy?	
b.) review their drug history?	
c.) review their copay structure?	

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d.) drug plan design, i.e. drugs excluded, limited, and prior authorized?	
e.) show options for preferred drugs and lower cost alternatives if they have a prescription for a non-preferred drug at a higher copay?	
f.) contain a price comparison tool with ability to compare pricing across different retail network pharmacies (when different discounts exist amount the providers for transparency model).	
g.) ask questions to a pharmacist?	
h.) ask general questions from a Customer Service Representative?	
i.) order a lost card or stolen card?	
j.) order a card for an eligible dependent, i.e. in college?	
k.) print a card for them?	
l.) provide any other benefits to the member, which are offered on the web site?	
Customer Service & Pharmacy Help Desk	
1. Describe PBM's Customer Service and Pharmacy Help Desk structure and methodology (e.g. live person/ IVR / web based). Please describe the calling tree that members get when they call your customer service line. How many levels exist before they are able to reach a call center representative?	
2. Do Customer Service and Pharmacy Help Desk have separate dedicated toll-free phone numbers?	
3. Hours of operation?	
a.) Customer Service.	
b.) Pharmacy Help Desk.	
Management Reports	
1. How often is your reporting package provided? Real time? Ad Hoc available? What is your standard period of time that the data set would cover?	
2. Do you provide on-line reporting? Are the on-line reports via Web-Access or Digital Certificate? Please provide a list of all reports available via on-line access along with screen shots of the reports. If possible please provide link to a demo site with password.	
3. Do you provide ad hoc reports? If so, please provide a list of these reports along with samples of the reports and any cost.	
STOP LOSS QUESTIONNAIRE	RESPONSES
General Questions	
1. What percentage of the risk does your company assume? If less than 100%, identify additional reinsurers and their respective percentage of assumed liability.	
2. Indicate by percentage the sources of your funds for stop loss reimbursement for each of the options below:	

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a.) Funds maintained by your company.	
b.) Stop loss risk pool.	
c.) Stop loss reinsurance treaty.	
d.) Other (specify).	
3. Provide your specific stop loss quote on a 24/12 basis.	
4. Is terminal liability available? Must terminal liability be purchased up front? Can the decision to purchase terminal liability be made at renewal?	
5. Is specific stop loss reinsurance offered at termination of the contract?	
6. Confirm your contract has an unlimited reimbursement level for stop loss claims.	
7. Have you agreed to match the eligibility provisions, covered benefits, exclusions, and other features of the current Summary Plan Descriptions? If no, describe the deviations.	
8. Does your company laser at contract inception or renewal? It is not the preference of the Authority to laser.	
9. Describe the disclosure process used to finalize pricing, including the data required, and the turnaround time of the final rates once this information is provided to your company.	
10. Once coverage is bound, confirm your agreement that your organization cannot impose a modification of rates or factors mid-year.	
11. Are there any requirements or restrictions for transplants in your policy?	
12. The specific stop loss covers Medical and Rx claims. Please confirm your contract will cover both regardless of the TPA and PBM. It is expected that the stop loss vendor will request Rx claims form the Rx vendor and to coordinate medical specific claims.	
13. Outline your renewal methodology for specific stop loss charge calculations.	
14. In what format and frequency is reporting available, such as online and upon request on a monthly basis?	
15. What provisions does your company have in to insure compliance with HIPAA for privacy (including encryption of data), security of information, and all other HIPAA provisions?	
Claims Procedure Questions	
1. Provide your company's definition of a "paid claim" for stop loss purposes.	
2. Discuss the timing of reimbursements for claims that exceed your specific stop loss.	
3. What data is required for payment of a stop loss claim?	
4. Project the turnaround time required for stop loss reimbursement to be paid to the Capital Metro.	
5. Outline the claims/expense NOT included in your specific reinsurance	

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Premiums		
1. Premium per employee per month for each of the following ISL levels.		
\$150,000		
\$175,000		
2. Premium per employee per month for aggregate stop loss.		
Additional Information Needed		
1. Claim Accumulation Basis (per member, etc.)		
2. Dollar limit on run-in claims (yes or no)		
3. Reimbursement percentage		
5. Actively at work provision (yes or no)		
6. Lasered Claimants		
8. Advance funding included (yes or no)		
9. Contingencies to receive firm quote		
10. No new laser agreement at renewal (yes or no)		
11. Will you agree to accept for claims reimbursement the employer's plan document, which is enclosed with the RFP?		
DENTAL QUESTIONNAIRE		RESPONSES
Organization		
1	Identify and describe your relevant experience with administering dental services similar to this plan in both size and design.	
2	Provide three current client references similar in size (based on funded lives) and industry. Include contact name, title and phone number.	
3	Provide three prior client references similar in size (based on funded lives) and industry. Include contact name, title, and phone number.	
Implementation		
1	Describe your process for implementation of the benefit plan including:	
	Timeline required by your company.	
	ID card design and welcome package options including time needed for approval by Capital Metro	
	Participant material production, review, approval, and distribution process.	
	Implementation and open enrollment communication strategy.	
	Assuming a business award date of (date), please include a copy of your detailed transition plan/timeline that includes completion dates for each specific task. List any start-up fees.	

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2	Please provide an implementation guarantee that includes having ID cards in employees hands and loading/testing of all benefits accurately on or before the effective date of the new plan. Include 'drop dead' dates for receiving all information and the fees you will place at risk for non-performance.	
3	What type of cost and performance guarantees are you willing to provide for the following areas, along with the amount you will be putting at risk:	
	Implementation	
	Delivery of Cards	
	Delivery of Contract/SPD	
	Account Management	
	Claims Processing	
	Customer Service	
	Reporting	
4	Are your fees (rates) guaranteed for more than one year? If not, are you willing to provide a guarantee of two or three years?	
5	Do you provide introductory letters to member homes?	
	If so, please provide a copy of your standard new member communications materials.	
6	Are you willing to work with the incumbent vendor to transfer data electronically through out the implementation phase?	
7	What is the minimum amount of time you believe is necessary to implement Capital Metro plans in an efficient and effective manner?	
8	Do you offer an integrated program (one system, one member, service number, etc.)?	
9	Will you require Capital Metro members/employees to complete new enrollment forms?	
10	What specific information, not already provided in this RFP, do you need in order to be able to implement properly?	
Communication		
1	Do you provide the following at no additional cost?	
	Enrollment kits, posters, brochures	
	Monthly employee articles	
	Monthly payroll stuffers	
	Wallet cards	
	Ongoing employee orientations	
	Participate in health fairs and/or organizational events	

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	Monthly HR e-mailer	
	Member access to a Web site for educational tools	
	Can your Web site be customized by client?	
Customer Service/Member Service		
1	Describe your standards and procedures for maintaining contact with the employer and employee. Provide timing of these contacts.	
2	From which location will you service Capital Metro?	
3	Will you guarantee that all incoming calls form Capital Metro will be returned the same day they are placed?	
4	Do you provide dedicated customer service teams to handle member questions/issues or do service center call agents handle claim issues?	
5	The bidder will provide a description of their resources for effective and timely customer service. This will include current customer service staffing levels, dedicated staff commitments, customer service representative (CSR) training (initial and ongoing), systems for CSR call reporting and tracking, CSR performance management and other related activities.	
6	Specify the documentation procedures for inquiries to the customer service department.	
	What percentage of inquiries are documented?	
	Are inquiries updated immediately?	
7	Please answer the following regarding your customer service reporting capabilities.	
	Will you provide client-specific reports?	
	Will you provide issue-specific reports?	
Account Management		
1	What is the current number of clients serviced by the account manager/account executive that would be assigned to Capital Metro?	
2	Do you provide a dedicated account manager?	
3	What was the turnover rates of your account managers for the last three years, respectively?	
4	Will you provide support to Capital Metro to manage client eligibility and other administrative tasks? Can Capital Metro update in real time on-line?	
5	How will you help Capital Metro monitor plan performance?	
6	How frequently do you provide status updates to your clients? What information is documented and provided at these meetings?	
7	How often will your account manager review the quality and effectiveness of the program with the client?	

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Claims	
1	Please provide the location(s) where [client] claims would be paid.
2	How many employees are located in this claims office(s)?
Financial Information	
1	Please describe the banking options for bill payment that are available to this client.
2	Please provide a detailed list of the standard exclusions and limitations included within your standard contract.
3	Have you waived the actively at work/non-confinement clause? Please explain.
4	Have you waived all limitations for preexisting conditions, subject to plan provisions (no loss-no gain)?
Benefit Plan Design	
1	What incentive-based benefit plan designs and communication tools do you have to encourage semi-annual preventive care and ongoing excellent health?
2	Describe how recent improvements in your administrative systems and billing capabilities will enhance the internal administration at Capital Metro.
3	What plan designs can you support?
4	What resources will you provide to ensure effective and timely communication of the new program?
5	Do you have the ability to price only desired services (i.e., a la carte) versus your full array of services?
6	Please describe your willingness to waive pre-existing condition limitations?
7	Does your contract include a "missing tooth" exclusion? If so, please describe.
8	What provisions do you include in your provider contracts that will ensure dentists do not balance bill patients for amounts in excess of your reimbursement level? How often, and in what way, do you contact providers to educate them on contract provisions and administration?
Reporting	
1	Describe what reporting is available to Capital Metro .
1a	Can Capital Metro generate these reports? Is this reporting capability available on-line at no additional charge?
1b	Do you offer ad hoc or special-request reporting? Are these also available on-line? Are there additional fees for the standard reporting package and/or ad hoc reports? If so, explain costs.
2	What standard reports are available and how frequently (monthly, quarterly, annually)? Are there additional costs associated with any of these reports?
3	Does your reporting indicate the following:
3a	Total Identified Members

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3b	Total Participating Members	
3c	Total Members who declined participation	
4	Are customized reports available through your organization's web site?	
5	Do you provide the client reporting on the number of face-to-face consultations?	
FLEXIBLE SPENDING ACCOUNT QUESTIONNAIRE		RESPONSES
1	What is the installation/implementation fee?	
2	Do you charge the monthly administration fee based on each account or once for an employee who has both spending accounts?	
3	What is the minimum monthly fee for your FSA administration	
4	Is there a separate fee for the 2.5 month grace period? If so, what is it?	
5	What is the debit card fee? How many cards are provided and at what cost?	
6	Do you include enrollment materials in your FSA Administration? If there is a separate cost, what is it?	
7	Will you assign a specific account manager for Capital Metropolitan Transportation Authority?	
8	What methods do you allow for claims submission?	
9	What standard reports are available and how frequently (monthly, quarterly, annually)? Are there additional costs associated with any of these reports?	
10	Is there on-line account access for the members? For the Employer?	
11	What is your claims processing frequency?	
12	Is Direct Deposit of reimbursements available? If so, what is the frequency such deposits are done?	
13	Is there a minimum reimbursement?	
14	Do you include non-discrimination testing? If so, what is the cost?	
15	Do you provide SPD/SMM documents? If so, is there an additional cost?	
COBRA ADMINISTRATION QUESTIONNAIRE		RESPONSES
1	Do you send initial HIPAA Rights Notices to new hires? If so, what is the additional cost?	
2	Do you provide HIPAA Certificates of Creditable Coverage? Is there an additional cost?	
3	Do you include COBRA election forms for all qualified plan participants?	
4	Will you administer COBRA for all coverage (medical, dental, vision and FSA)?	
5	Do you coordinate COBRA elections and terminations with other benefit providers?	
6	Do you issue bills monthly to COBRA participants?	
7	Are all notifications sent via USPS Proof of mailing?	
8	Will you indemnify Capital Metropolitan Transportation Authority from all penalties/taxes for your administration?	

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
REQUIRED SUBMITTAL
EXHIBIT H
SCHEDULE OF SERVICES**

9	Does your system accept electronic and hard copy activity forms	
10	Does your system accept notice of activity via the Internet	
11	Does your system accept File Transfer from Ultipro?	
12	Does your system have a database established to facilitate ease of use?	
13	How long do you store electronic images? How long is the document storage available to Capital Metropolitan Transportation Authority?	
14	Do you provide online access to reports?	
15	Are reports real-time? Can they be generated ad-hoc?	
16	What standard reports are available and how frequently (monthly, quarterly, annually)? Are there additional costs associated with any of these reports?	
17	Will you provide copying/mailing of annual enrollment packets to all COBRA participants and those in their election period? If so, what is the additional cost?	
18	Is there a minimum monthly cost for COBRA administration?	
19	What is the installation/implementation fee?	
20	Is there an annual renewal fee? If so, what is it?	
RETIREE HEALTH REIMBURSEMENT ACCOUNT QUESTIONNAIRE		RESPONSES
1	What is the installation/implementation fee?	
2	What is the monthly reimbursement account fee?	
3	What methods of claims submission are available and allowed?	
4	Will you provide plan documents and amendments for the plan at no additional charge?	
5	Would participants have online account access?	
6	Are debit cards included? Is there a fee for initial cards? How many cards are provided? What is the fee for replacement cards?	
7	Will you mail and Email quarterly account balance statements to retirees and include a statement with each reimbursement check?	
8	How often will you provide receipt reminders if a card transaction requires documentation that hasn't been received?	
HEALTH SAVINGS ACCOUNT QUESTIONNAIRE		RESPONSES
1	What is the installation/implementation fee?	
2	What is the monthly Health Savings Account fee?	
3	Can the account fee be deducted from the participants account? Paid by the employer?	
4	What is the investment account fee?	
5	What is the investment threshold minimum balance?	

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
REQUIRED SUBMITTAL
EXHIBIT H
SCHEDULE OF SERVICES**

6	Are debit cards included? Is there a fee for initial cards? How many cards are provided? What is the fee for replacement cards?	
7	Do you allow online ACH transfers? Is there a fee?	
8	What is the fee for manual withdrawals?	
9	Do you provide monthly statements? Is there a fee for a paper statement? If so, what is it?	
10	Do you provide tax reporting? Is there a fee to have paper tax reporting? If so, what is it?	
11	Do participants have online account access?	
12	Will you accept a "total rollover" of existing participant health savings account or must each participant handle it individually?	
QUESTIONS APPLICABLE TO ALL		RESPONSES
Underwriting and Renewal		
1	Do you agree to provide the renewal no later than 180 days prior to the renewal date?	
2	Do you use more than the most recent 12 months of claims in the calculation of the renewal?	
3	What is your trend for a group of this size?	
4	Will you use incurred or paid claims for the renewal calculation?	

ADDITIONAL QUESTIONNAIRE

	Answer the following questions in the "Answer" column:	Answer
1	If selected for this project what is the recommended implementation process, inclusive of file type, creation and maintenance? Additionally,	[REDACTED]
2	Are additional services, such as EAP, included in any of your products? If so, which ones? Is this a bundled cost or does the rate change if this	[REDACTED]
3	Provide information on the implementation team and process for this project? Will we be assigned a dedicated case manager during this process? What is the frequency of contact, etc.?	[REDACTED]
4	Please provide documentation on the qualifications of the project team.	[REDACTED]
5	Explain the your process for the transition from the current provider.	[REDACTED]

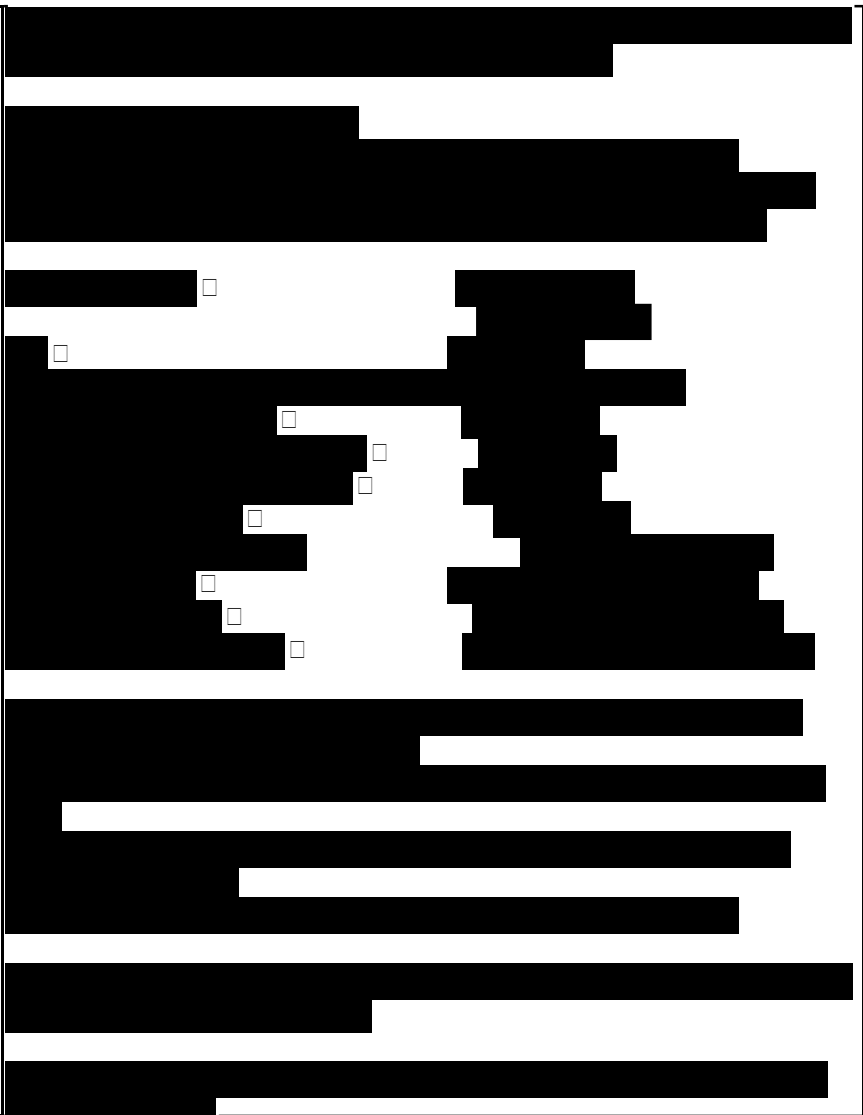

ADDITIONAL QUESTIONNAIRE

6	Please provide 3 references for services of similar size and scope.	[REDACTED]
7	Are there any additional fees that will be charged upon contract termination to assist in the transition to a new vendor?	[REDACTED]
8	We define Full Time employees as working thirty (30) hour work weeks is this acceptable to you?	[REDACTED]
9	We require a True Open Enrollment for the services requested as part of the RFP, and a true annual enrollment each year. Can you meet this requirement?	[REDACTED]
10	Do you have a website we can use for the employees to make their elections and enter their beneficiaries?	[REDACTED]
11	Describe the ongoing employee communications that will remind the employees of services and process for employees updating beneficiary information?	[REDACTED]
12	Please explain the waiver of premium process and what benefits are associated with the process.	[REDACTED]
13	Is the Life Insurance Rate for Spouses based on the employee's age or spouse's age?	[REDACTED]
14	Please provide increments requested for spouse life.	[REDACTED]
15	Please quote rate for Spouse life coverage with GI of \$50,000.	[REDACTED]


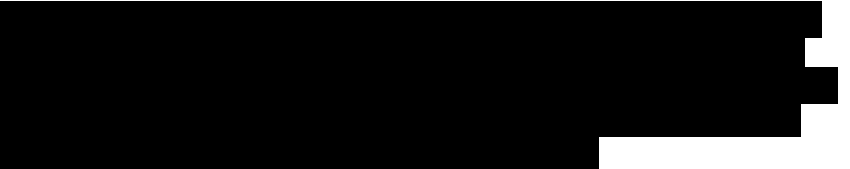

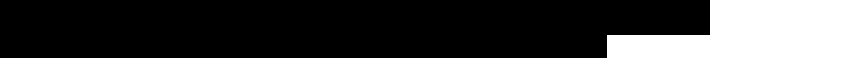
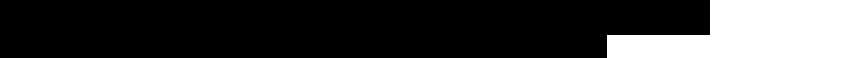
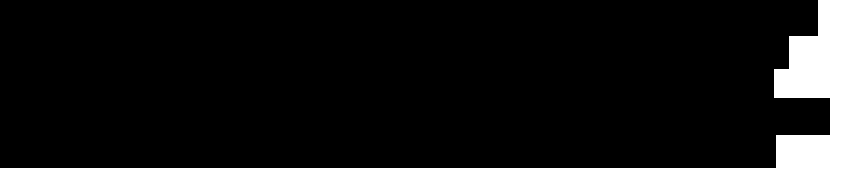

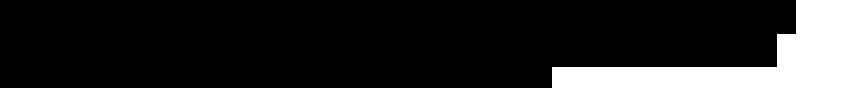
ADDITIONAL QUESTIONNAIRE

16	When is Evidence of Insurability documentation required and for what products?	[REDACTED]
17	Please provide the firm's standard services agreement(s). Use Exhibit E Contractual Terms and Conditions as a red line for any exceptions.	[REDACTED]
18	Your proposed plan and pricing for Child Life should include coverage for \$5,000 and \$10,000 options for all children from live birth through age 26, regardless of student status. Please confirm.	[REDACTED]


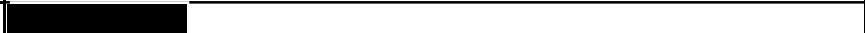

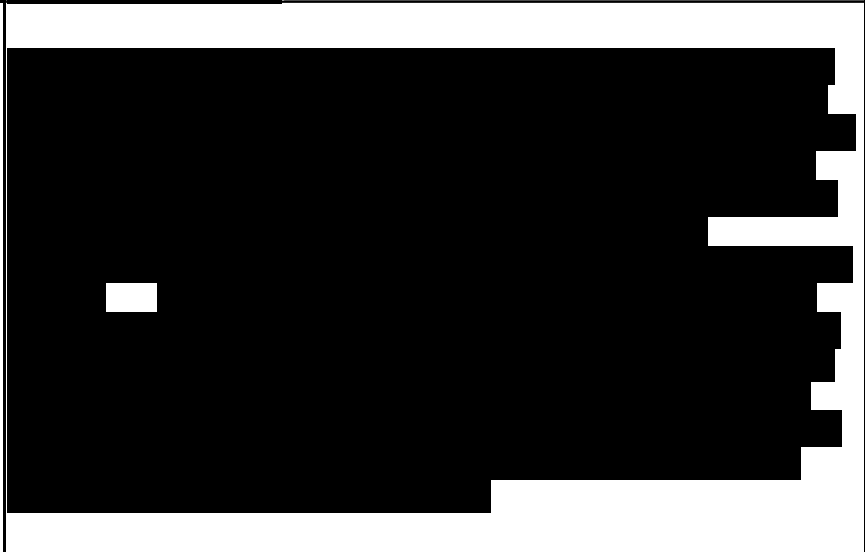
ADDITIONAL QUESTIONNAIRE

19	Please explain the AD&D/Life Covered Loss Table.	 The content for question 19 is entirely redacted with black bars. There are several small white squares scattered within the redacted area, possibly representing checkboxes or bullet points.
20	Please explain the offset for the salary continuation process for both STD and LTD (including Buy-up LTD).	 The content for question 20 is entirely redacted with black bars.





ADDITIONAL QUESTIONNAIRE

21	We require the vendor to provide the taxation services and pay the company match for both LTD and STD. Is this included in the rates provided or is there an additional fee required?	
22	Describe your FLMA features and services:	
23	Describe the advantages and savings results that your FMLA administration customers have experienced:	
24	Outline how you will assist in educating managers and supervisors on using your FMLA services:	
25	Describe how you will update, implement, and train Capital Metro on new leave regulations:	
26	Describe the legal support you provide to customers for leave administration:	
27	Do you offer indemnification for your leave administration? If so, please outline your indemnification in detail, including any limitations or financial caps.	
28	Describe the team that administers your FMLA Administration	


ADDITIONAL QUESTIONNAIRE

29	Where is your FMLA service team located?	
30	What are the hours of operation for your FMLA service team?	
31	Will the person who handles the FMLA leave also handle the short term disability claim?	
32	Describe the clinical resources you have available for FMLA administration.	

ADDITIONAL QUESTIONNAIRE

33	Explain a basic outline of the FMLA process for intermittent leave through daily approvals.	
34	For FMLA services, how do you define leave run out?	
35	Describe how you follow up for missing or unclear information on the leave application.	
36	Are you able to provide all required FMLA letters and notices as part of your administration?	

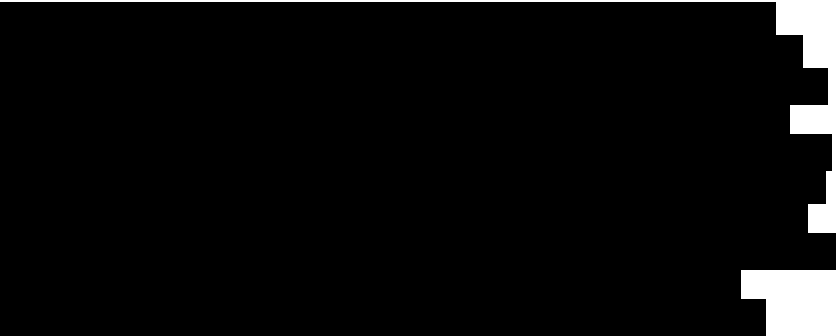


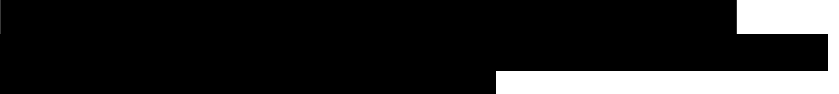
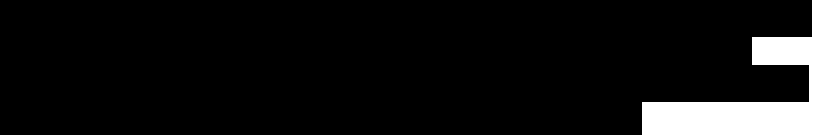
ADDITIONAL QUESTIONNAIRE

<p>37</p>	<p>How are initial notifications coordinated with the actual duration of the absence?</p>	 A large black rectangular redaction covers the entire right-hand portion of the table cell, obscuring the response to the question.
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ADDITIONAL QUESTIONNAIRE

<p>38</p>	<p>Describe how you handle situations in which the pattern of absence taken by the employee differs from the pattern of absence that has been certified.</p>	<p>[REDACTED]</p>
<p>39</p>	<p>Describe your standard FMLA administrative workflow, including the handling of intermittent leaves.</p>	<p>[REDACTED]</p>
<p>40</p>	<p>What is your turnaround time for notifying the employee and employer of the FMLA determination?</p>	<p>[REDACTED]</p>

ADDITIONAL QUESTIONNAIRE

41	How do you integrate between STD and FMLA during the intake process?	
42	How do your processes integrate between STD and FMLA administration and communications	
43	Provide a detailed explanation and timeline with your enrollment requirements for your whole life or group universal life product	
44	Is there a minimum participation for your voluntary products? If so, please provide what that is by product line quotes (critical illness, accident, whole life, group universal life)	
45	Provide a detailes description of your billing process for voluntary products.	

ADDITIONAL QUESTIONNAIRE


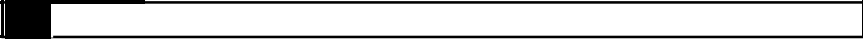
46	How is the enrollment information communicated to you for your voluntary products? Will you accept electronic files? Excel Spreadsheet?	
47	Do you allow self-billing for your voluntary products?	

EXHIBIT J PROPRIETARY RIGHTS AND DATA SECURITY ADDENDUM

Capital Metro Transportation Authority (“the Authority”) has invested extensive time, money and specialized resources into developing, collecting and establishing its tangible and intangible proprietary assets. This Proprietary Rights and Data Security Addendum (this “Addendum”) identifies and acknowledges the Authority’s proprietary rights, establishes baseline commitments regarding data security and represents a set of standard terms applicable to service providers and business partners when they enter into contracts with the Authority. Capitalized terms used in this Addendum have the meanings set forth in the Agreement, unless differently defined in this Addendum. The Contractor is responsible for ensuring compliance with the terms of this Addendum by the Contractor’s employees, agents and contractors and all of the restrictions and obligations in this Addendum that apply to the Contractor also apply to the Contractor’s employees, agents and contractors. The term “including” or “includes” means including without limiting the generality of any description to which such term relates.

1. Definitions. The following terms will have the meanings described below in this Addendum.

“Authority Data” means all data, content or information, in any form or format, including interim, Processed, compiled, summarized, or derivative versions of such data, content or information, and any insights that may be learned from such data, content or information, that may exist in any system, database, or record that is either (i) provided by or on behalf of the Authority or its customers to the Contractor, or (ii) is obtained, developed, produced or Processed by the Contractor or its systems, in each of (i) and (ii) in connection with the relationship or arrangements established by the Agreement, but excluding any data or information that is expressly defined as owned by the Contractor in the Agreement.

“Authority Electronic Property” means (i) any websites controlled by the Authority, (ii) any Authority mobile device apps, (iii) any other kiosks, devices or properties for consumer interaction that are created, owned, or controlled by the Authority, and (iv) versions and successors of the foregoing, any form or format now known or later developed, that may be used by the Authority’s customers.

“Data Law” means, as in effect from time to time, any law, rule, regulation, declaration, decree, directive, statute or other enactment, order, mandate or resolution, which is applicable to either the Contractor or the Authority, issued or enacted by any national, state, county, municipal, local, or other government or bureau, court, commission, board, authority, or agency, relating to data security, data protection and/or privacy. Data Laws also include ISO 27001 and ISO 27002, the most current Payment Card Industry Data Security Standard (the **“PCI DSS”**); and other industry standard practices.

“Personal Identifying Information” means any data that identifies or could be used to identify a natural person, including name, mailing address, phone number, fax number, email address, Social Security number, credit card or other payment data, date of birth, driver’s license number, account number or user ID, PIN, or password.

“Process” or **“Processing”** means, with respect to Authority Data, to collect, access, use, process, modify, copy, analyze, disclose, transmit, transfer, sell, rent, store, or retain or destroy such data in any form. For the avoidance of doubt, “Process” includes the compilation or correlation of Authority Data with information from other sources and the application of algorithmic analysis to create new or derivative data sets from Authority Data.

“Remediation Efforts” means, with respect to any Security Incident, activities designed to remedy a Security Incident which may be required by a Data Law or by the Authority’s or the Contractor’s policies or procedures, or which may otherwise be necessary, reasonable or appropriate under the circumstances, commensurate with the nature of such Security Incident. Remediation Efforts may include: (i) development and delivery of legal notices to affected individuals or other third parties; (ii) establishment and operation of toll-free telephone numbers for affected individuals to receive specific information and assistance; (iii)

procurement of credit monitoring, credit or identity repair services and identity theft insurance from third parties that provide such services for affected individuals; (iv) provision of identity theft insurance for affected individuals; (v) cooperation with and response to regulatory, government and/or law enforcement inquiries and other similar actions; (vi) undertaking of investigations (internal or in cooperation with a governmental body) of such Security Incident, including forensics; (vii) public relations and other crisis management services; and (viii) cooperation with and response to litigation with respect to such Security Incident (including, but not limited to, class action suits or similar proceedings); and in each case of examples (i) through (viii), payment of legal costs, disbursements, fines, settlements and damages.

“Security Policies” means statements of direction for Security Requirements and mandating compliance with applicable Data Laws. Typically, Security Policies are high level instructions to management on how an organization is to be run with respect to Security Requirements.

“Security Procedures” means statements of the step-by-step actions taken to achieve and maintain compliance with Security Requirements.

“Security Requirements” means the security requirements set forth below in Section 7 of this Addendum.

“Security Technical Controls” means any specific hardware, software or administrative mechanisms necessary to implement, maintain, comply with and enforce the Security Requirements. Security Technical Controls specify technologies, methodologies, implementation procedures, and other detailed factors or other processes to be used to implement and maintain Security Policies and Procedures relevant to specific groups, individuals, or technologies.

2. Authority Marks, Patents and Copyrights. The Contractor will not: (i) use or register any domain name that is identical to or confusingly similar to any of trademarks, service marks, logos or other source identifiers owned or used by the Authority (the “Authority Marks”); or (ii) create, acquire, license, or support any internet keyword or search term that contains any Authority Marks or other intellectual property rights owned or licensed by the Authority.

3. Authority Data. As between the Contractor and the Authority (*i.e.*, without addressing rights of third parties), the Authority is the sole owner of all rights, title and interest in and to Authority Data. Except as expressly authorized in the Agreement, the Contractor may not use, edit, modify, create derivatives, combinations or compilations of, combine, associate, synthesize, re-identify, reverse engineer, reproduce, display, distribute, disclose, sell or Process any Authority Data. The Contractor will not use Authority Data in a manner that is harmful to the Authority.

4. Personal Identifying Information. The Contractor will comply with any Data Laws relating to the use, safeguarding, or Processing of any Personal Identifying Information, including any requirement to give notice to or obtain consent of the individual. In Processing any Personal Identifying Information, the Contractor will at all times comply with any posted privacy policy or other representations made to the person to whom the information is identifiable, and to communicate any limitations required thereby to any authorized receiving party (including any modifications thereto) in compliance with all Data Laws. The Contractor will ensure that any such receiving party abides by any such limitations, in addition to the requirements of the Agreement. Notwithstanding the foregoing, the Contractor represents and warrants that Personal Identifying Information will not be Processed, transmitted, or stored outside of the U.S.

5. No Implied Rights. No right, license, permission, or ownership or other interest of any kind in or to any Authority Data or other intellectual property rights owned or licensed by the Authority is or is intended to be given or transferred to or acquired by the Contractor except as expressly stated in writing in the Agreement.

6. Prohibited Internet Practices. The Contractor will not, and will not authorize or encourage any third party to, directly or indirectly: (i) use any automated, deceptive or fraudulent means to generate impressions, click-throughs, or any other actions in relation to advertisements or Internet promotions on

Authority Electronic Property or in relation to advertisements or Internet promotions of the Authority (or its products or services) on third party websites; or (ii) collect or Process data from an Authority Electronic Property other than as has been expressly authorized by the Authority in the Agreement or another written agreement with the Authority. Except as expressly allowed in the Agreement, the Contractor will not “screen-scrape” Authority Electronic Property or conduct any automated extraction of data from Authority Electronic Property or tracking of activity on Authority Electronic Property.

7. Security Requirements. The Contractor will apply reasonable physical, technical and administrative safeguards for Authority Data that is in the Contractor’s possession or control in order to protect the same from unauthorized Processing, destruction, modification, or use that would violate the Agreement or any Data Law. The Contractor represents and warrants that the Security Policies, Security Procedures and Security Technical Controls as they pertain to the services being rendered to the Authority by the Contractor or its subcontractors and any Processing of Authority Data by the Contractor or its subcontractors will at all times be in material compliance with all Data Laws. In addition, the Contractor will require any of its employees, agents or contractors with access to Authority Data to adhere to any applicable Data Laws, and the Contractor represents and warrants that such employees, agents and contractors have not been involved in any violation of applicable Data Laws in the twenty-four months before the Effective Date. The Contractor will take into account the sensitivity of any Authority Data in the Contractor’s possession in determining reasonable controls used to safeguard such Authority Data.

8. Data Segregation and Access. The Contractor will physically or logically segregate stored Authority Data from other data and will ensure that access to Authority Data is restricted to only authorized personnel through security measures. The Contractor will establish and maintain appropriate internal policies, procedures and systems that are reasonably designed to prevent the inappropriate use or disclosure of Authority Data.

9. PCI Compliance. If the Contractor Processes payment card data, cardholder data, or sensitive authentication data on behalf of the Authority or if the Contractor otherwise can impact the security of said data belonging to the Authority, the Contractor is responsible for the security of said data. The Contractor represents and warrants that it has performed an assessment to confirm that the material aspects of the Contractor’s Security Policies, Security Procedures and Security Technical Controls (as they pertain to the services being rendered to the Authority by the Contractor or its subcontractors and any Processing of Authority Data by the Contractor or its subcontractors) comply with the PCI DSS and the Contractor will repeat this assessment each year during the Term. The Contractor will provide certification of compliance with this requirement upon request from the Authority.

10. Security Reviews and Audits. The Contractor will, upon request, provide the Authority with reports of any audits performed on the Contractor’s Security Policies, Security Procedures or Security Technical Controls. At a minimum, such reports will include any certifications of the Contractor’s agents and contractors. Additionally, the Contractor will respond within a reasonable time period to any inquiries from the Authority relating to the Contractor’s and its agents’ and contractors’ Security Policies, Security Procedures and Security Technical Controls. The Contractor will, upon the Authority’s request, provide the Authority or its representatives access to the Contractor’s and its agents’ and contractors’ systems, records, processes and practices that involve Processing of Authority Data so that an audit may be conducted. the Authority will not exercise such audit right more frequently than once per twelve (12) month period and the Authority will bear the full cost and expense of any such audit, unless such audit discloses a Security Incident or a breach of this Addendum or the Agreement, in which case the Contractor will bear the full cost and expense of such audit and a further audit may be conducted by the Authority or its representatives within the current twelve (12) month period.

11. Security Incidents. The Contractor will promptly notify the Authority upon discovering or otherwise learning of a Security Incident. Following any Security Incident, the Contractor will consult in good faith with the Authority regarding Remediation Efforts that may be necessary and reasonable. The Contractor will (i) at the Authority’s direction undertake Remediation Efforts at the Contractor’s sole expense and reimburse the Authority for its reasonable costs and expenses in connection with any Remediation Efforts

it elects to undertake, (ii) ensure that such Remediation Efforts provide for, without limitation, prevention of the recurrence of the same type of Security Incident, and (iii) reasonably cooperate with any Remediation Efforts undertaken by the Authority.

12. Liability for Security Incidents and/or Data Misuse. The Contractor will indemnify, defend and hold harmless the Authority and its officers, directors, employees, agents and contractors (each an "Authority Indemnitee") from and against any Losses incurred by such Authority Indemnitee as a result of any claim, demand, suit, action, investigation, allegation or any other proceeding (collectively, "**Claims**") arising out of or relating to: (i) any Security Incident and/or (ii) the Contractor's or its employees', agents' or contractors' breach of any of the terms, conditions or obligations relating to data security, privacy, or Authority Data set forth in the Agreement or this Addendum. However, if the Contractor can demonstrate through clear and convincing evidence that the Authority was the sole cause of a Security Incident and the Contractor was fully compliant with its obligations, then this Section will not apply to such Security Incident. For the purposes of this Section, Losses will include, without limitation, the cost of Remediation Efforts. The Contractor's obligations in this Section are in addition to any indemnification or similar obligations that the Contractor may have under the Agreement. The rights and remedies of the Authority under this Addendum will not be subject to any limitation or exclusion of actions or remedies or any other similar limiting provisions stated in the Agreement. Without limiting the foregoing: (a) there will be no limitations or exclusions on the Contractor's liability arising under this Addendum, the Agreement or otherwise relating to Claims pertaining to privacy, security, or confidentiality or relating to unauthorized use of Authority Data, and (b) the Contractor will be liable for all obligations under this Section and for reimbursement of Losses for Remediation Efforts regardless of whether such amounts are characterized by any person, court or other third party as direct, indirect, consequential, special, or punitive damages.

13. Notice to the Authority Customers and Employees. Any notifications to any of the Authority's customers or employees regarding Security Incidents will be handled exclusively by the Authority and the Contractor may not under any circumstances contact the Authority's customers or employees relating to such Security Incident unless the Contractor is under a legal obligation to do so, in which event (i) the Contractor must notify the Authority in writing promptly after concluding that the Contractor has the legal obligation to notify such customers or employees and explain in such notice to the Authority the basis for the legal obligation and (ii) the Contractor will limit the notices to any of the Authority's customers and employees to those required by the legal obligation or as pre-approved by the Authority. The Contractor will reasonably cooperate in connection with notices to the Authority's customers and employees regarding a Security Incident and the Contractor will assist with sending such notices if so requested by the Authority.

14. Equitable Relief. The Contractor acknowledges that the Authority may have no adequate remedy at law if there is a breach or threatened breach of any of the obligations set forth in this Addendum and, accordingly, that the Authority may, in addition to any legal or other remedies available to the Authority, seek injunctive or other equitable relief to prevent or remedy such breach without requirement of a bond or notice. The Contractor will not object or defend against such action on the basis that monetary damages would provide an adequate remedy.