



CONTRACT NO. 200777
(RFP 307106)
DEMAND RESPONSE TRANSIT SYSTEMS

CONTRACTOR: Spare Labs Inc.
United 810-815 W. Hastings
Vancouver, BC, B6C 1B4
Phone: (778) 995-6401

AWARD DATE: December 17, 2021

CONTRACT TERM: 22 Months from Notice to Proceed

PRICE: \$447,210

PROJECT MANAGER: Darrell Freeman
darrell.freeman@capmetro.org

CONTRACT ADMINISTRATOR: Jeffery Yeomans
(512) 369-7727
jeffery.yeomans@capmetro.org

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

**CONTRACT 200777
(RFP 307106)**

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AWARD/CONTRACT

1. SOLICITATION NO:	2. CONTRACT NO.:	3. EFFECTIVE DATE:
307106	200777	Upon Signature

4. BUYER

NAME: Jeffery Yeomans	PHONE: (512) 369-7727
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5. SHIP TO ADDRESS:

Capital Metro
2910 East 5th Street
Austin, Texas 78702

6. DELIVERY TERMS:

FOB Destination

7. DISCOUNTS FOR PROMPT PAYMENT: None

8. CONTRACTOR NAME & ADDRESS:

Mr. Kristoffer Vik Hansen
Spare Labs, Inc.
~~United 810~~ 815 West Hastings, Suite 810
Vancouver, BC, V6C 1B4, Canada

9. REMITTANCE ADDRESS: (If different from Item 8)

PHONE:

FAX:

10. DBE GOAL: N/A

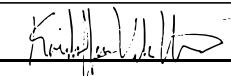
CONTRACT EXECUTION

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.

NEGOTIATED AGREEMENT: (Contractor is required to sign below and return an original document to the Contracting Officer within five (5) calendar days of receipt.)

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: Kristoffer Vik Hansen / CEO Signature:  Date: Dec/ 1 / 2021

AWARD: Items listed below are changes from the original offer and solicitation as submitted.

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:

Refer to Exhibit A-Revised-2, Pricing Schedule, attached hereto and made a part hereof for all pertinent purposes. Exhibit A Revised-2 change is highlighted in yellow and in red font.

Refer to Exhibit B Revised-2, Representations and Certifications, attached hereto and made a part hereof for all pertinent purposes. Exhibit B Revised-2 change is highlighted in yellow and marked with a vertical line in the margin.

Refer to Exhibit E-Revised-1, Contractual Terms and Conditions, attached hereto and made a part hereof for all pertinent purposes. Exhibit E Revised-1 changes are highlighted in yellow and marked in red font.

Refer to Exhibit I-Revised-1, IT (Hosted Solutions) – Additional Terms and Conditions for the Performance of Information Technology (IT) Products and Services, and Addendum, Proprietary Rights and Data Security which are both attached hereto and made a part hereof for all pertinent purposes.

ACCEPTED AS TO: Exhibit A-Revised-2, Pricing Schedule, Dated October 7, 2021, Sections 6, 7, and 8, at the fully burdened rates detailed in Section 6, and all items in Section 7 and 8 inclusive for a total Not-to-Exceed Contract Amount: \$447,210.

SIGNATURE OF CONTRACTING OFFICER:

Typed Name: Muhammad Abdullah, CTCM, C.P.M. Sr. Director & Chief Contracting Officer	Signature: <u>E-SIGNED by Danny Solano on 2021-12-27 15:59:40 CST</u> Date: <u>December 27, 2021</u>
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EXHIBIT A-REVISED-2

PRICING SCHEDULE

RFP 307048, DEMAND RESPONSE TRANSIT SYSTEMS

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)	Spare Labs Inc.		
Address	815 West Hastings Street, Suite 810		
City, State, Zip	Vancouver, BC V6C 1B4		
Phone, Fax, Email	778 995 6401	kristoffer@sparelabs.com	No fax
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)	Kristoffer Vik Hansen, CEO		
Signature and Date			October 7, 2021

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	June 7, 2021	4	September 20, 2021
2	June 8, 2021		
3	June 10, 2021		

3. PROMPT PAYMENT DISCOUNT

# of Days	N/A	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:	

5. REQUIRED OFFER SUBMITTALS

The offeror has enclosed one (1) electronic copy changes made to Volume I and Volume II, Exhibit A-Revised-1 and Exhibit F-Revised-3 should be submitted in both excel and pdf form. Check each box below to indicate that the submittals have been included in the proposal documents. .

Exhibit A – Revised -1 Pricing Schedule (with detailed itemization of costs at the component and service level for lump sum pricing) Must include an Excel version as well as a signed PDF copy.

Acknowledgement of Amendment 4

Exhibit F-Revised-3 – Scope of Services & Compliance Matrix - must include an Excel version as well as a PDF copy

Changes to Technical Proposal (Volume II)

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

Signature of Authorized Agent:  _____ Date: Oct 7, 2021

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-2

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:

Canada (Canada Corporations Act)

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:

N/A

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 Kristoffer Vik Hansen (CEO) [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

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(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
Not applicable	

(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.

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(10) Be fair, impartial and ethical in our business dealings and will not use our authority to unfairly or illegally influence the decisions of other employees or Board members.

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

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

(d) Roles and Responsibilities

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

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

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

(1) Anonymous Fraud Hotline – Internal Audit

(2) Anonymous Online Ethics Reporting System

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

(4) Safety Hotline

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

(e) Ethical Business Transactions

Section 1. Impartiality and Official Position

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

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

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

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

(2) No Board Member or employee shall:

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

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

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

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

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

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

(vii) Participate for a period of two (2) years ~~life of the contract~~ in a contract for a contractor or first-tier subcontractor with Capital Metro if the Board Member or employee participated in the recommendation, bid, proposal or solicitation of the Capital Metro contract or procurement.

Section 2. Employment and Representation

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

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

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

Section 3. Gifts

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

No Board Member or employee shall:

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

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

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

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

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

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

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

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

Section 4. Business Meals and Functions

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

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

Section 5. Confidential Information

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

No Board Member or employee shall:

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

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

Section 6. Financial Accountability and Record Keeping

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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

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(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.

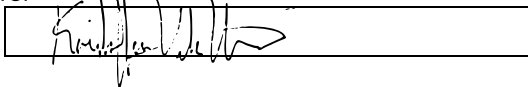
Name of Offeror:

Spare Labs Inc.

Type/Print Name of Signatory:

Kristoffer Vik Hansen

Signature:



Date:

Nov 29, 2021

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) “Authority Data” means all data, content and information (i) submitted by or on behalf of the Authority or its customers to the Contractor or loaded into the System, (ii) obtained, developed, produced or processed by the Contractor or by the Application or System in connection with the Contract, or (iii) to which the Contractor has access in connection with the Contract, and all derivative versions of such data, content and information, and any derivative versions thereof, in any form or format.

(d) “Authority Electronic Property” means (i) any websites controlled by the Authority, (ii) any Authority mobile device apps, (iii) any application programming interfaces (API) to the Authority’s information technology systems, (iv) any other kiosks, devices or properties for consumer interaction that are created, owned, or controlled by the Authority, and (v) versions and successors of the foregoing, any form or format now known or later developed, that may be used by customers obtaining products or services from the Authority.

(e) “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.

(f) “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.

(g) “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.

(h) “Contract Modification” means any changes in the terms or provisions of the Contract which are reduced to writing and fully executed by both parties.

(i) “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.

(j) “Contract Term” means period of performance set forth in the paragraph entitled “Term” contained in Exhibit E.

(k) “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.

(l) “Contractor” means the entity that has assumed the legal obligation to perform the Services as identified in the Contract.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

- (m) “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.
- (n) “FAR” means the Federal Acquisition Regulations codified in 48 C.F.R. Title 48.
- (o) “FCPA” means the United States Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., as amended.
- (p) “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.
- (q) “FTA” means the Federal Transit Administration.
- (r) “Fully Burdened Hourly Labor Rate” means an hourly rate that includes all salary, overhead costs, general and administrative expenses, and profit.
- (s) “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.
- (t) “Manufacturing Materials” mean any completed or partially completed supplies and materials, parts, dies, jigs, fixtures, plans, drawings, information, and contract rights specifically produced or specially acquired by the Contractor for the performance of the Contract.
- (u) “Notice of Award” means formal notice of award of the Contract to the Contractor issued by the Contracting Officer.
- (v) “Notice to Proceed” means written authorization for the Contractor to start the Services.
- (w) “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.
- (x) “Proposal” means the offer of the proposer, submitted on the prescribed form, stating prices for performing the work described in the Scope of Services.
- (y) “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.
- (z) “Subcontract” means the Contract between the Contractor and its Subcontractors.
- (aa) “Subcontractor” means subcontractors of any tier.
- (bb) “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, for the exclusive use of, and ownership by, Authority 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.

2. FIXED PRICE CONTRACT

This is a fixed price Contract for the Services specified and stated elsewhere in the Contract.

3. TERM

The term of the Contract shall be from the notice to proceed until September 30, 2023. No Services shall be performed under this Contract prior to issuance of a Notice to Proceed.

4. OPTION TO EXTEND CONTRACT TERM

The Authority shall have the unilateral right and option to extend the Contract for up to ten (10) option periods for a twelve (12) month duration each at the option prices set forth in Exhibit A - Pricing Schedule upon written notice to the Contractor.

5. ADDITIONAL OPTION TO EXTEND CONTRACT PERFORMANCE

If the options granted in Paragraph 4 have been exercised in their entirety, the Authority shall have the unilateral right and option to require continued performance of any services within the limits and rates specified in the Contract. This option may be exercised more than once, but the extension of performance hereunder shall not exceed a total of 6 months. The Authority may exercise the option by written notice to the Contractor.

6. 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.

7. PAYMENT MILESTONES

Payment for each of the project phases referenced in Exhibit F, Appendix A shall be paid in the following percentages of the total contract amount:

Project Phase	Percentage
Plan	5%
Design	10%
Develop	15%
Test	15%
Deploy/Go Live	45%
Closeout	10%

8. ACCEPTANCE CRITERIA

A review of the Contractor's Services will be performed by the Authority upon delivery. If any Services performed under this Contract are deemed incomplete or unacceptable in any way, the Authority will require the Contractor to take corrective measures at no additional cost to the Authority.

9. PERFORMANCE BOND

(a) The Contractor shall provide a Performance Bond in an amount equal to one hundred percent (100%) of the contract amount. The Contractor shall be required to submit the required bond to the Contracting Officer within ten (10) days from the date of Contract Award Date. The surety company providing the bond must be listed in the latest United States Treasury Department Circular 570, be authorized to do business in Texas and have an underwriting limitation equal to or greater than the penal sum of the bond. If any surety upon any bond furnished in connection with the Contract becomes insolvent, or otherwise not authorized to do business in the State, the Contractor shall promptly furnish equivalent security to protect the interest of the Authority and of persons supplying labor, materials and/or equipment in the prosecution of the Work.

(b) The bond shall be accompanied by a valid Power-of-Authority, issued by the surety company and attached, signed and sealed, with the corporate embossed seal, to the bond, authorizing the agent who signs the bond to commit the surety company to the terms of the bond, and stating on the face of the Power-of-Authority the limit, if any, in the total amount for which he/she is empowered to issue a single bond.

(c) A surety bond rider increasing the dollar amount of any payment and performance bond will be required for any Change Order that increases the contract amount.

- (d) In addition, the Authority may request a surety bond increasing the dollar amount if:
- (1) any surety upon any bond furnished with this Contract becomes unacceptable to the Authority; or
 - (2) any surety fails to furnish reports on its financial condition as required by the Authority

10. **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

(1) **Commercial General Liability Insurance** Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with an aggregate of Two Million Dollars and No/100 Dollars (\$2,000,000) with coverage that includes:

- (i) Products and Completed Operations Liability
- (ii) Independent Contractors
- (iii) Personal Injury Liability extended to claims arising from employees of the Contractor and the Authority.
- (iv) Contractual Liability pertaining to the liabilities assumed in the agreement.

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

(3) **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).

(4) **Technology Errors & Omissions Insurance:** Combined Technology & Omissions Policy with a minimum One Million and No/100 Dollars (\$1,000,000) claim limit, including (a) Professional Liability Insurance covering negligent acts, errors and omissions arising from the Contractor's work to pay damages for which the Contractor may become legally obligated (such coverage to be maintained for at least two (2) years after termination of this contract, which obligation shall expressly survive termination of this contract; and (b) Privacy, Security and Media Liability Insurance providing liability for unauthorized access or disclosure, security breaches or system attacks, as well as infringement of copyright and trademark that might result from this Contract.

(5) All policies shall include Terrorism Coverage

(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-CONTIBUTORY 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. SUBCONTRACTORS AND OUTSIDE CONSULTANTS

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

17. 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.

18. 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,

(b) The Contractor certifies that the Contractor, and each Subcontractor, have established a criminal history background policy that complies with guidance issued by the U.S. Equal Employment Opportunity Commission and that the Contractor and each Subcontractor 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 Services being performed, considering the risk and liability to the Contractor and the Authority. The Authority reserves the right to require the Contractor and any Subcontractor to disclose any criminal or military criminal convictions of assigned personnel and the right to disapprove the use of assigned personnel with criminal or military convictions.

(c) At the commencement of the Contract, the Contractor shall provide a list of candidates to be used to provide the Services and shall certify that a criminal history background check has been completed on each candidate within the preceding 6-month period. Thereafter during the Term, the Contractor shall submit quarterly report containing a list of all persons (including Subcontractors) assigned to perform Services under the Contract and a certification that each named person has undergone a criminal background check as required by this Contract. The Authority shall have the right to audit the Contractor's records for compliance with the provisions of this Section. Criminal background checks shall include the following:

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

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

(3) National Sex Offender Registry

(4) Military Discharge: For any candidates that have served in the military, the Contractor shall review the DD Form 214 "Certificate of Release or Discharge from Active Duty" (Long Form).

*Matters identified on the Long Form as military discipline will be considered in accordance with the corresponding crime listed below with respect to classification, severity and time elapsed.

The Contractor shall disclose to the Authority the type of arrests with pending dispositions and convictions for crimes according to the classification of offense and the timetable below:

Offense Type	Action Required
Crimes Against the Person (other than sex crimes)	
Felony	Submit to Capital Metro for review if less than 10 years from date of release from confinement
Class A or B Misdemeanor	Submit to Capital Metro for review if less than 7 years from date of conviction
Class C Misdemeanor	Submit to Capital Metro for review if less than 5 years from date of conviction
Crimes Against the Person - Sex Crimes/Registered Sex Offenders	
ALL	Submit to Capital Metro for review
Crimes Against Property	

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Felony	Submit to Capital Metro for review if less than 10 years from date of release from confinement
Moral Crimes, including, but not limited to: Drug Crimes, Prostitution, Bigamy, Illegal Gambling, Child Pornography	
Felony	Submit to Capital Metro for review if less than 10 years from date of release from confinement
Class A or B Misdemeanor	Submit to Capital Metro for review if less than 7 years from date of conviction
Class C Misdemeanor	Submit to Capital Metro for review if less than 5 years from date of conviction
Driving Offenses	
Class A or B Misdemeanor, DWI/DUI or other "serious driving offense"	Disqualified if less than 7 years from date of conviction or deferred adjudication. Submit to Capital Metro for review if between 7-10 years since conviction or deferred adjudication or more than 2 convictions in a lifetime
Class C Misdemeanor Moving Violations	Disqualified from driving if more than 2 moving violations in the past 5 years (Any more than one driving safety course taken for a moving violation that appears on a five (5) year record will be treated as a moving violation and will count against the employee)

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

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

- (1) The nature and gravity of the offense or conduct;
- (2) The degree of harm caused by the offense or conduct;
- (3) The time that has elapsed since the conviction or completion of probation or jail time;
- (4) The nature of the job sought, including the job duties, environment and level of supervision;
- (5) Any incorrect criminal history;
- (6) Wrongful identification of the person;
- (7) The facts and circumstances surrounding the offense or conduct;
- (8) The number of offenses for which the candidate was convicted;
- (9) The subsequent conviction for another relevant offense;
- (10) The age of the person at the time of conviction or completion of probation or jail time;
- (11) Evidence that the person performed the same type of work, post-conviction, with the same or different employer, with no known incidents of criminal conduct;
- (12) The length and consistency of employment history before and after the conviction in a similar field as the current position sought;
- (13) Rehabilitation efforts, e.g., education, treatment, training;

(14) Employment or character references and any other information regarding fitness for the particular position;

(15) Whether the person is bonded or licensed under any federal, state or local program or any licensing authority;

(16) The person's statement of the circumstances surrounding the offense and conviction and relevant factors is consistent with publicly available record related to the crime and conviction; and

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

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

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

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

(e) The Contractor will conduct new criminal history background checks on all assigned personnel every two (2) years during the Contract to ensure the preceding criterion are still met by the assigned personnel and notify the Authority if an employee has a subsequent arrest with pending disposition or conviction (or change in driving record, as applicable) that requires further review by the Authority using the criterion set forth above. The Authority reserves the right to request that the assigned individual be removed from performing work under this Contract.

19. 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.

20. 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.

21. TERMINATION FOR DEFAULT

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

(1) if the Contractor fails to 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 perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor and if such default arises out of causes beyond the control of both the Contractor and Subcontractor and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this Contract is terminated as provided in 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.

22. TERMINATION FOR CONVENIENCE

(a) 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.

(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.

(5) 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.

23. 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.

24. INTELLECTUAL; DATA PRIVACY PROPERTY PROVISIONS

a. ~~As between the Contractor and the Authority~~ **Unless otherwise specified in Exhibit A to the Contract**, the Works **Deliverables** and Intellectual Property Rights therein are and shall be owned exclusively by Capital Metro, and not by the Contractor. **The Contractor may use its own previously developed data, documentation, software, concepts, materials, or information, in whatever form, or develop the Deliverables in performing its services for the Authority.** 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.~~

1. For the avoidance of doubt, it is understood that, in performing its obligations under the Contract, Contractor may use its own previously developed data, documentation, software, ideas, concepts, materials, or information, in whatever form, or develop new and unique products that will aid Contractor in performing its services to Authority as it relates solely to this Contract but are not created for the exclusive use, or ownership by, the Authority (collectively, "Contractor Works"). All Contractor Preexisting Works shall remain the sole, exclusive and unrestricted property of Contractor. 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.

(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) ~~b~~ To the extent that any Contractor Works and/or third-party rights or limitations are embodied, contained, reserved or reflected in the Works, the Contractor shall either **Unless otherwise specified in Exhibit A to the Contract, the Contractor hereby:**

(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 **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 **its employees, contractors, personnel and service providers to do any or** all of the foregoing, **on behalf of or for the Authority,** **The Contractor hereby irrevocably and forever waives, and agrees never to assert, any moral rights or other rights of restraint or attribution in or to the Deliverables that 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.** ~~or~~

(c) To the extent that any Intellectual Property Rights owned by a third-party are embodied, contained, reserved or reflected in the Deliverables, the Contractor shall either:

(1) grant to the Authority the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to 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 authorize others to do any or all of the foregoing, on behalf of or for the Authority; or

(2) where the obtaining of ~~worldwide~~ **such** 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 e) The Contractor and its subcontractors and their respective employees and personnel may have access to the Authority Data (including without limitation, 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. To the extent any Authority Data (including PII) is made available to the Contractor under the Contract, the Contractor shall take reasonable steps to maintain the confidentiality, security, safety, and integrity of all Customer PII, and other Authority Data in accordance with the Authority's Proprietary Rights and Data Security Addendum, which will be attached as an addendum to the Contract, as applicable. Unless otherwise agreed to by the Authority in writing, Contractor will adhere to the following requirements concerning Customer PII:

~~(6) 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.~~

~~(7) The Contractor must maintain policies and programs that prohibit unauthorized disclosure of Customer PII by its employees and subcontractors 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.~~

~~(8) The Contractor must conduct background checks for employees or sub-Contractors that have access to Customer PII or systems hosting Customer PII.~~

~~(9) 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, fire-wall rules, and network-based intrusion detection systems~~

Notwithstanding the above, the Parties hereby expressly acknowledge and agree that:

(1) Contractor may disclose, divulge, or reveal PII and Customer PII in a manner approved by the Authority to the extent necessary to fulfill the requirements of this Contract or as otherwise approved in writing by the Authority; and

(2) ~~Unless provided otherwise in the Contract, Contractor shall not be responsible for any security for the transmission of data over the internet, payment processing or credit or debit card transactions or the data security or data privacy associated with the services of third-party vendors performing payment processing, hosting, or cloud vendor services.~~

(a) The Contractor and its subcontractors, employees and consultants may have to require access to the Authority Electronic Property and related Authority Data in connection with the performance of services under the Contract. In such event, the Contractor agrees that it will, and it will cause its subcontractors and any of their respective employees and personnel to execute the Authority's Access and Use Agreement, which will be attached as an addendum to the Contract, as applicable.

~~This Section 23(h) will survive termination or expiration of this Agreement~~

(b) This Paragraph 24 will survive termination or expiration of this Agreement for any reason.

25. 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.

26. 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.

27. 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.

(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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. REQUEST FOR INFORMATION

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

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

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

(d) The requirements of Subchapter J, Chapter 552, Government Code, may apply to this 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.

35. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

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

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

36. 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.

37. 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.

38. CLAIMS

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

39. 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.

40. 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.

41. 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.

42. 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.

43. 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) 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 INVESTI-**

GATION, 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.

44. RECORD RETENTION; ACCESS TO RECORDS AND REPORTS

(a) The Contractor will retain, and will require its Subcontractors of all tiers 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, subcontracts, 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.

(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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. ORDER OF PRECEDENCE

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

1. **Exhibit A-Revised-2** – Pricing Schedule
2. **Exhibit E –Revised-1** - Contractual Terms and Conditions
3. Exhibit H – Performance Deficiency Credits
4. **Exhibit F-Revised-3** – Scope of Services and Compliance Matrix
5. **Exhibit B-Revised-2** – Representations and Certifications
6. **Exhibit I-Revised-1** – IT Hosted – Additional Terms and Conditions
7. Other provisions or attachments to the Contract

52. 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.

53. 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.

54. 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,

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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.

55. 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.

56. PERFORMANCE MANAGEMENT DISINCENTIVES

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Severity Level	Acknowledgement Time	Target Workaround Time	Target Resolution Time	Disincentive Assessed*
1 - Urgent	30 minutes	1 hour	2 hours	\$500/event / \$1000 per 24-hour day it remains out of service.
2 - High	30 minutes	2 hours	4 hours	\$250 per event / \$500 per 24-hour day it remains out of service.
3 - Medium	4 hours	4 hours	Next regular business day	\$100 per event / \$200 per 24-hour day it remains out of service.
4 - Minor	6 hours	8 hours	Next regular business day	N/A

*The disincentive assessed per an event is defined as every reported incident that exceeds the target resolution time. An additional assessment is issued for every 24-hour day that passes from when the incident was reported.

Service hours for Urgent and High severity levels are defined as 24x7x365.

In addition, for Urgent and High severity level issues, Contractor shall provide Client regular updates every thirty (30) minutes until a workaround has been implemented.

Medium and Minor severity level issues are handled during normal business hours: 8:00 AM to 5:00 PM, Central Standard Time, Monday – Friday, excluding US national holidays.

The contents contained in the service level objectives table in columns “Target Workaround Time” and “Target Resolution Time” do not include third-party delays outside the control of Contractor(e.g., iOS and Android release times are subject to the respective store’s app approval before publishing to the app store) such as AWS, Apple App Store, Google Play Store, payment processors, etc.

Acknowledgement Time	The time period in which Contractor is required to respond to Client Users of reported issues.
Target Workaround Time	The amount of time in which Contractor will use commercially reasonable efforts to provide a workaround starting from the time the issue was reported and Contractor was able to successfully reproduce the issue. If a workaround is not available, Contractor will create a plan with Client input to minimize impact to business operations.
Target Resolution Time	The amount of time in which Contractor will use commercially reasonable efforts to provide a final resolution starting from the time the issue was reported and Contractor was able to successfully reproduce the issue. Availability of functional workaround may result in the reclassification of the issue’s severity level.

Severity Level Definitions (Examples Only)

1 - Urgent	<p>Urgent issues are those that impact the performance/delivery of our service, the safety and security of our riders, as well as the integrity of the data. No acceptable workarounds exist. Examples are:</p> <ul style="list-style-type: none"> *Data Breach *Users cannot access solution *Riders cannot book or cancel trips *Drivers cannot receive trips, mark no shows *Dispatchers cannot view or reassign trips, reset passwords *SME/Administrators cannot create, view, or adjust user accounts *The damage to the reputation of the business is likely to be high
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<p>2 - High</p>	<p>High issues are a loss of application functionality or performance resulting in a high number of users unable to perform their normal functions. Major feature/product failure; inconvenient workaround or no workaround exists. The program is usable but severely limited. Examples are:</p> <ul style="list-style-type: none"> *Cannot view vehicle or rider GPS location/no real time data *Accessible features are non-operational preventing persons with disabilities from using the solution *Solution is not sending closest available vehicle or is not pairing logical shared rides *SME/Administrators cannot adjust dates/times/locations of service zones *The damage to the reputation of the business is likely to be moderate
<p>3 - Medium</p>	<p>Medium issues are a loss of application functionality or performance resulting in multiple users impacted in their normal functions. A convenient workaround exists/moderate performance degradation/not impacting production. Examples are:</p> <ul style="list-style-type: none"> *Reporting inaccuracies *Rider is able to book multiple trips at once *Driver and Dispatcher cannot communicate through the solution *Driver cannot mark "on break" *Vehicle data is not retained for the required minimum 45 days
<p>4 - Minor</p>	<p>Minor issues are a loss of application functionality that is having a minor impact. Fix can be scheduled at a later date. Examples are:</p> <ul style="list-style-type: none"> *Rider cannot submit survey data/Dispatchers cannot access survey data *Riders and Drivers cannot view service bulletins/Dispatch cannot post service bulletins

Demand Response Transit Systems
Exhibit F-Revised 3 - Scope of Services Compliance Matrix

1.00	Overview						
<p>The Capital Metropolitan Transportation Authority (Capital Metro) seeks a demand response transit systems technology platform (the Solution) that is a fully-functional, ADA-compliant, shared-ride solution to facilitate paratransit mobility within defined service zones in the Austin Region. Intended to operate as a complement to regional public transportation, the Solution shall dynamically route vehicles from independent pick-up and drop-off addresses in the service zone(s). The Solution shall provide customers the ability to reserve, track, and pay for a ride.</p> <p>Capital Metro contracts with regional service providers that will use the Solution under our direction and licensing. Experienced Vendors with solutions meeting or exceeding the basic requirements of this solicitation are encouraged to respond, regardless of whether the solution is traditionally marketed for public or private industry, be it for paratransit, shuttle, TNC (Transportation Network Company), taxi, school bus, or other passenger transport use. The respondent should be an established, forward thinking partner who is genuinely enthusiastic about their product and interested in its continual improvement, with a road map of future plans for the solution available upon request. The respondent should take a holistic approach to transit, making use of historic trends, current map and traffic data, and real-time, self-healing (dynamic), responsive settings to provide time and cost-effective service delivery, whether a trip is scheduled in advance or in close proximity to the pickup. Staff interaction with a dispatched trip should be the exception, rather than the rule.</p> <p>Capital Metro is dedicated to ensuring the solution of its choice makes ADA-accessibility and a robust interface a priority for both customer and staff use, firmly believing in the empowerment of our customers and that our staff should be representative of the population we serve.</p>							
<p>Instructions:</p> <ul style="list-style-type: none"> •For each Compliance Term, select "C-Comply", "N-Cannot Comply" or "A-Will Comply with Alternative"; if "N" or "A", comments are required, however, Capital strongly recommends that comments be added for each item. • The selected Contractor ("Contractor") must deliver the Solution encompassing all all hardware, software, licenses, and services to fully configure, integrate, and rollout to the organization within the existing environment, including delivery of third-party products to make the Solution fully functional • The requirements in the Scope of Services and Compliance Matrix are functional in nature and do not encompass all requirements. The Contractor shall determine, through the Plan and Design phases, the impacts of the Solution and specific technical modifications needed to carry out the intent herein. The Contractor shall document and discuss said needs with Capital Metro and implement the agreed-upon solution accordingly •Contractor must deliver all Compliance Terms unless it is within a section marked "Optional" that is not exercised or Capital Metro agrees to an alternative •The final column entitled "Test #" shall be used during the Develop Phase when the Contractor will update the Compliance Matrix with the test number that corresponds with each line •Answer all questions on Appendix B Technical Questions •Answer the Test Scenario described in Appendix H <p>*See the following Appendices for additional information: Capital Metro/Demand Response service profile in Appendix C, Useful Statistics in Appendix D, Common Demand Response Definitions in Appendix E, Current Demand Response/MetroAccess Technology in Appendix F, Current Reports in Appendix G</p>							
#	Requirements	Proposer Questions Submitted Pre-RFP Submission	Capital Metro Response to Questions Submitted Pre-RFP Submission	Compliance	Comments, Include Where in Proposal Compliance or Alternatives Are Described	Capital Metro Response to Comments	Post-Award Test #
<p>2.00 Scope of Services & Compliance Matrix - Required Functionality</p>							
2.01	<p>The Solution shall</p> <ol style="list-style-type: none"> 1. Provide a fully hosted and maintained software solution, accessed through a secure combination of web-based rider, staff, and driver platforms 2. Be scalable for incorporation of new technology or integration opportunities, and uses interchangeable, industry-standard off-the-shelf components 3. Include enterprise-wide software licenses for use by Capital Metro staff and its contractors 4. Provide APIs and be built on an open architecture and conform with open standards where applicable to be able connect to an enterprise account-based system 5. Provide Capital Metro the ability for complete data analysis in real time such as ridership demand by zone, staffing needs, etc.; please specify the real-time information your system provides in the comments column and describe how the system would handle the sample test scenario in Appendix H 						
2.02	<p>General</p> <ol style="list-style-type: none"> 1. Solution's front-end general user interfaces are accessed via the web 2. Solution logs all activities which create, edit, or delete content within the front- and back-ends of the solution with time stamp 3. Provide on-site resource involved at Capital Metro from roll-out through burn-in. 						

Demand Response Transit Systems
Exhibit F-Revised 3 - Scope of Services Compliance Matrix

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2.03	<p>Trip Management</p> <ol style="list-style-type: none"> 1. Able to partition/segregate service modes, customer accounts, contactors/providers 2. Able to designate need for specific vehicle/capacity requirement 3. Able to designate service areas by mode, date, hour 4. Able to book trips using a pickup and/or appointment time, negotiating a pickup window (+/- 1 hour, customizable) 5. Able to cancel trips (time-stamped) 6. Able to allow/restrict bookings and cancellations by security role and timeframe 7. Able to schedule trips as shared-ride 8. Able to report total on-board time by customer 						
2.04	<p>Dispatch & Scheduling</p> <ol style="list-style-type: none"> 1. Schedules and dispatches trips automatically 2. Prevents/warns of double bookings 3. Presents trips needing attention through exception-based queue (e.g. no solution to match trip to a run, unable to make trip, trips unreasonable length) 4. Configurable alerts/violations (eg.. capacity, onboard, lates, and slack) 5. Self-heals schedules (if the trip is running late and/or there is a more efficient trip option then reassign trip to more efficient run) 6. Vehicles displayed in real-time on a map 7. Tracks vehicles between pull out from / pull in to base (gate to gate) 8. Indicates when operators are available for additional work 9. Provides real-time reporting dashboard with on time performance, productivity, and non-productive time by vehicle 10. Ensures capacity is available before assigning trip to a vehicle 11. Allows for log of incident management comments 12. Allows for log of various categories of incident management by code 13. Allows dispatch to communicate with vehicle operators through canned and free-text messages 14. Allows vehicles to be assigned to a mode of service 15. Allows for partition of service providers 16. Alerts dispatch staff when a mobile data device fails/goes down 17. Database of common addresses which can be used in booking and records can include photo, hour of operations, latitude and longitude, and other text 						
2.05	<p>In-Vehicle Software</p> <ol style="list-style-type: none"> 1. Web-enabled mobile data devices from which to provide vehicle operators with their assigned work 2. Mobile data devices are provided by Capital Metro contractors using commonly and commercially available for purchase compatible tablets with Android ver 9 or later 3. Collects GPS location of the vehicle at timed- and event-based intervals 4. Provides text-to-speech turn-by-turn navigation 5. Allows operator to confirm number of riders, fare payment, arrival/departure times (at a minimum) 6. Allows operators to communicate with dispatch through canned messages 7. Allows operators to place their device in break/stand by mode (e.g. for restroom breaks) 						

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2.06	<p>Customer Records</p> <ol style="list-style-type: none"> 1. Stores customer name, date of birth, gender, mailing address, telephone number, email, emergency contact info, eligibility dates (from/to), service suspension dates (from/to) 2. Generates/stores unique ID number 3. Has a mechanism for adding supplementary data fields (date/time, pull down, fill-in-the blank) to accommodate future operational needs 4. Stores bookmarked "client favorite" addresses, category/type of disability, number and category of default passengers 						
2.07	<p>Fare System</p> <ol style="list-style-type: none"> 1. PCI-compliant or equivalent standards 2. Digital and account-based (no physical fare media required) 3. Accommodates multi-level fare models by mode, passenger type, and time/date range 4. Allows the customer to refill funds via web or telephone 5. Allows authorized staff to credit accounts and provide accommodation to customers needing assistance refilling their accounts 6. Provides Capital Metro supported payment options of Apple Pay, Google Pay, PayPal, and major credit card through Capital Metro's payment processor First Data 						
2.08	<p>Reporting Needs</p> <ol style="list-style-type: none"> 1. Has a mechanism for pulling reports on riders, trips, service hours, revenue hours, service miles, revenue miles, passenger miles, total fleet, max fleet by hour, passengers/trips per service hour, on time performance, and non-productive time (slack) at a minimum 2. Has visual dashboards for real-time viewing of in-service fleet 3. Provides auto-updating charts/graphs with real-time key reporting metrics 4. Has a mechanism for Capital Metro staff to write custom reports 5. Reporting can export to or integrate with Microsoft Power BI and support ETL for an enterprise data warehouse 6. All reports should be exportable to Excel in crosstab and comma delimited formats at a minimum 7. Provides business intelligence functionality 						
2.09	<p>Audit & Data Management</p> <ol style="list-style-type: none"> 1. Contains administrative tools to manage user accounts and entitlements 2. Includes tools for auditing all user activity with report capabilities by authorized CapMetro users 3. Includes tools to manage ancillary tables to "age out" or make inactive data points which are no longer part of business logic 4. Includes tools for archive of system data including, but not limited to, customer records and trip histories to ensure compliance under federal, state, and local regulations and best practices of the transit industry 						

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2.10	<p>Accessibility</p> <ol style="list-style-type: none"> 1. The product is compatible with Web Content Accessibility Guidelines WCAG 2.0 AA standards and satisfies accessibility compliance requirements for Title II public entities under the Americans with Disabilities Act 2. All customer- and staff-facing screens (including, but not limited to reservation and dispatch portions of the system) are compatible with screen reader technology using text-to-speech output and/or a refreshable Braille display. These screens make proper use of forms mode, include contextual labels on all data collection boxes and image fields, and metadata read-back is strictly limited 3. All customer- and staff-facing screens can be adjusted with high contrast settings native to the solution or current windows based screen magnification technology systems 4. The font size of all customer- and staff-facing screens can be adjusted for visibility 5. Any CAPTCHA (or similar) anti-bot checks include an alternative audio challenge 6. All customer-facing screens are presented in English and Spanish (at a minimum) 7. Major updates to the product shall be tested and validated for accessibility prior to production release 						
2.11	<p>Infrastructure - Applicable if using a private data center. Not applicable for a top-tier cloud service provider:</p> <ol style="list-style-type: none"> 1. Primary Hosting Site shall utilize top-tier cloud service provider (Gartner recognized cloud service provider) and have redundancy housed in a secondary site 2. Solution does not rely on the public internet for transport or shall use Capital Metro's private network 3. Each data center shall have the capability to instantly switch (active/inactive) to an alternate carrier or route should an active carrier fail and report the status of each site and the operation of the service 4. Performance management system data is provided to Capital Metro including uptime, availability, response, delay, etc. (Also applies to top-tier cloud service provider) 5. The hosting data center and redundant data center sites are at least 100 miles from all coasts 6. The hosting data center and redundant data center sites are hardened against all natural weather related events 						

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2.12	<p>Warranty & Support</p> <ul style="list-style-type: none"> •Software Updates •Test Use Cases •Documentation <ol style="list-style-type: none"> 1. Provide first-line software support (perform diagnostics and troubleshooting) 2. Provides notifications of system health and system status 3. Maintenance shall include 24 x 7 x 365 monitoring with proactive fault resolution. Notification to CapMetro designated staff shall be made by telephone, email, or text as specified by CapMetro 4. Maintenance shall include any software upgrades to any components and any upgrades necessary for the interfacing or integration of any CapMetro system or third party component or system necessary for the continued successful operation off the solution 5. Provides notification when an upgrade or release of the product is scheduled (roadmap) and available 6. Incorporates release notes and technical documentation 7. Include a disaster recovery plan describing operational (manual) workarounds when one or more aspects of solution are non-operational; include return to normal operation procedures when issue has passed 8. Ability to automatically alert staff when a driver's device has a low battery or is not communicating with the core solution in excess of x minutes 9. Provides health monitoring system with ability to set email notifications for all equipment based on events 10. Includes a development, test, stage and production environment with change and version control and automated release to subsequent environments without the need to re-enter the same configuration information 11. Support OS patching and OS upgrades with minimal impact on performance; security patches must be tested, installed and verified during a monthly process of updates to prevent any security incidents from occurring 12. Use a vendor-independent design based on non-proprietary technology that does not have to be operated on proprietary hardware or operating system platforms 13. Use secure XML standards for communications (data exchange) to external parties 14. Support web services using WSS SOAP, Rest or other standard APIs 15. Provide supported and documented application program interfaces (APIs) that can be accessed by other systems 16. Enforce data encryption where appropriate following 128-bit Advanced Encryption Standards (AES) for data both in transit and at rest in all file structures 17. Generate an error report for any validation issues or other errors identified during execution of a data load or an interface program 18. Provide tools for system monitoring with recommended monitor points and thresholds (e.g. disk space, CPU, ICMP, services, etc.) within the Solution 19. Operate using the current production release (-2) and SQL Server with specific environment to be recommended by proposer 20. Support data replication, load balancing, failover and synchronization across multiple physical or virtual servers 21. Ensure that any batch processing does not adversely impact on-line responsiveness or availability 22. Execute the Solution software suite over a TCP/IP network 23. Identify access requirements through firewalls 24. Allow for read-only access to data via Open Database Connectivity (ODBC) or other tools with appropriate security 25. Meet or exceed Capital Metro's required system uptime of 99.99% - must submit SLA and scheduled maintenance plan with proposal 26. New software releases must include detailed release notes 27. New software releases shall be tested and validated for accessibility prior to production release 						

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2.13	<p>Security</p> <ol style="list-style-type: none"> 1. Allows for the definition of solution user security at field level 2. Allows for the creation and application of user security groups 3. Offers the ability for users to use same password for access to all data files and across all (applicable) areas of the solution 4. Offers the user the ability to access all (applicable) areas of the solution using pass-through authentication 5. Allows Capital Metro staff to manage user system/data access with appropriate roles and rights 6. System shall include Identity Access and Management (IAM) to identify, authenticate, and authorize individuals or groups to have access to the system by associating user rights and restrictions with established identities. The ID system should be role-based, with the ability to provision/deprovision and delegate. It should also include the ability to be audited by the Agency 7. Access shall provide multi-factor authentication and directly integrate with the Agency's active directory system. 8. All voice, signaling, and media processed by the hosting site shall be encrypted 9. All encryption of voice, signaling, and media by the hosting solution shall employ Transport Layer Security (TLS) and Secure Real-Time Transport Protocol (SRTP) 10. The proposed hosting solution shall comply with the Payment Card Industry Data Security Standard (PCI DSS) 11. The proposed hosting solution shall comply with the U.S. Federal Information Security Management Act (FISMA) 12. The proposed hosting solution shall comply with the Health Insurance Portability and Accountability Act (HIPAA) 13. The proposed hosting solution shall comply with the Service Organization Controls (SOC2) standard 14. The proposed hosting solution shall provide the controls that are in place and shall be made available to Capital Metro for auditing 						
2.14	<p>Test Environment</p> <ol style="list-style-type: none"> 1. Separate from Production (Live) Operations Data 2. Copy Data from Production (Live) History For Use in Test Scenarios 3. Test new features/functionality, bug fixes, pre-upgrades, security scenarios, vehicle types, driver schedules, vehicle capacities, other system settings 						
2.15	<p>Integration</p> <ol style="list-style-type: none"> 1. Solution shall intergrate with Trapeze operational data during the transition to the new solution 2. Solution shall integrate with Capital Metro's existing IVR or provide their own solution if that option is selected by Capital Metro. The IVR integration shall include an API or similar interface. The current IVR has the following features: automated trip booking, cancellation, and confirmation, basic eligibility information, estimated pickup time (day of service), floodgate messaging, automated reminders by voice, text, and email, bilingual English/Spanish support, and speech recognition Avaya telephone system managed by ConvergeOne. Content from the proposed Solution shall provide an API for Avaya to use for trip and rider data. The integration shall support bilingual English/Spanish support. 3. Solution shall provide data through a secured API for 3rd party metric dashboards used by Capital Metro's vehicle operations service providers 4. Solution shall provide API integration with Capital Metro's existing Enterprise Asset Management software 5. Solution shall provide a back-end integration to Capital Metro's mobile ticketing system (Provided by Bytemark - contact greg@bytemark.co for integration information) 						

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2.16	EPPM Phase Tasks and Deliverables, Project Management and Payment Milestones The Contractor shall comply with all requirements of "Appendix A: EPPM Phases" which define deliverables within phases, project management requirements and payment milestones for the project.						

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3.00	Scope of Services and Compliance Matrix - Optional Solutions While the purpose of this solicitation is primarily to procure a demand response transit systems scheduling and dispatch software solution, CapMetro recognizes that Vendors may offer other components of value to its operation. Optional solutions of potential interest to CapMetro include, but are not limited to:						
3.01	Eligibility Database A system of record for eligibility information such as contact information, application and renewal of application dates, eligibility appointments and outcomes, passwords for customer service/peripheral customer services such as web/IVR that integrate with those services, comment/customer contact histories, client photo (for photo ID), can generate letters from templates, stores documents						
3.02	Pathway Assessment The ability (1) to determine if a trip has a fixed route bus or rail alternative of comparable ride time, (2) to define and load various GIS layers representing sidewalk and stop data to determine if the path leading to and from a fixed route stop or station is ADA-accessible. One-for-one or batch trip review						
3.03	Travel Training Student Data Record System A system of record for travel training student data. Collects core data such as name, unique user ID, date of birth, gender, mailing address, telephone, email, emergency contacts. If part of an eligibility product, allows for differentiation between student types (e.g. uses paratransit, fixed route, or both). Comment/contact histories, account change log, letter generation, document storage, canned reporting						
3.04	IVR Solution for our Customers Providing trip booking, cancellation, confirmation, where's my ride/eta, eligibility and account information, floodgate messaging, automated reminders by voice, text, and email, bilingual support, speech recognition where applicable						
3.05	Web, Solution for our Customers Providing trip booking, cancellation, confirmation, where's my ride/eta, eligibility and account information, floodgate messaging, automated reminders by voice, text, and email, bilingual support, speech recognition where applicable						
3.06	App (for Android/iPhone) Solution for our Customers Providing trip booking, cancellation, confirmation, where's my ride/eta, eligibility and account information, floodgate messaging, automated reminders by voice, text, and email, bilingual support, speech recognition where applicable						
3.07	Enterprise CRM Integration If applicable to the Vendor's solution, integration may include integration into Capital Metro's Enterprise Salesforce CRM through an API providing trip data, rider data, trip and rider comment histories.						
3.08	Alternative Proposal Vendors will be permitted to submit their own in-house or partner solutions for consideration as an alternative proposal.						

<p>EPPM Phase Tasks and Deliverables. The Contractor shall perform the following phase tasks and provide the associated deliverables required to deploy all hardware, software, updates and configurations resulting in a fully functional and tested system. Contractor shall obtain Capital Metro review of all deliverables and make changes and updates to deliverables per Capital Metro review as needed. Capital Metro acceptance of all deliverables for each phase as evidenced by a signed phase acceptance certificate is required prior to invoicing. Each phase is closed by Contractor providing Phase Completion Notification with Proof of Deliverables; Capital Metro Acceptance Certificate Signoff; Invoice upon Receipt of Capital Metro Authorization to Invoice</p>			
<p>1.0</p>	<p>Plan. Meet with Capital Metro project manager and business area stakeholders for project planning, including review of proposed schedule, roles and responsibilities, as well as conduct a complete review of functionality to be delivered, and other project activities. Plan Deliverables:</p> <table border="0"> <tr> <td style="vertical-align: top;"> <ol style="list-style-type: none"> 1. Project organization chart 2. Project schedule (draft) 3. Action Items and Issues log (AIL) 4. Review and comment on Capital Metro Project Management Plan 5. Infrastructure and Integration Audit </td> <td style="vertical-align: top;"> <ol style="list-style-type: none"> 6. Initiate Risk Register 7. System Implementation Plan (draft) 8. Compliance Matrix Review and Update 9. Kick-off meeting and base product demo with stakeholders to review and clarify requirements including confirmation of any required updates to Capital Metro's environment </td> </tr> </table>	<ol style="list-style-type: none"> 1. Project organization chart 2. Project schedule (draft) 3. Action Items and Issues log (AIL) 4. Review and comment on Capital Metro Project Management Plan 5. Infrastructure and Integration Audit 	<ol style="list-style-type: none"> 6. Initiate Risk Register 7. System Implementation Plan (draft) 8. Compliance Matrix Review and Update 9. Kick-off meeting and base product demo with stakeholders to review and clarify requirements including confirmation of any required updates to Capital Metro's environment
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<p>2.0</p>	<p>Design. Contractor's technical requirements gathering and detailed design, beginning with on-site assessment and discussion with affected Capital Metro departments. This phase will determine how the system will be installed, product wireframe presentation to the customer, and how it will be managed in the back end. The Contractor will work with Capital Metro to develop materials that will provide a basis to help instruct Capital Metro stakeholders in the easiest and most efficient way to use the system to their utmost advantage</p> <p>Design Deliverables:</p> <table border="0"> <tr> <td style="vertical-align: top;"> <ol style="list-style-type: none"> 1. On-Site Assessment; Documentation of Findings 2. Configuration Management Document ("CMD" - Draft) 3. Wireframe diagrams and screenshots for marketing (Draft) 4. System Implementation Plan (Final) 5. Disaster Recovery Plan (Draft) 6. Quality Assurance Plan (Draft) Capital Metro only confirms QA/QC; Plan shall clearly delineate that the Contractor performs QA/QC process 7. Risk Management Plan participation (Final) 8. Data dictionary and Entity Relationship Diagram (ERD) </td> <td style="vertical-align: top;"> <ol style="list-style-type: none"> 9. Project Schedule (Baseline) with Resource Loading 10. Network architecture diagram (Draft) 11. Electrical and communication connection designs (Draft) 12. Installation Plan (Draft): equipment installation design, procedures, schedule, Capital Metro support required; detailed so Capital Metro can perform installation & deinstallation if desired post-implementation 13. Review of Design and System Implementation Plan with Stakeholders 14. Update of Design based on review 15. Review and Acceptance of Capital Metro Project Management Plan 16. Compliance Matrix Review and Update </td> </tr> </table>	<ol style="list-style-type: none"> 1. On-Site Assessment; Documentation of Findings 2. Configuration Management Document ("CMD" - Draft) 3. Wireframe diagrams and screenshots for marketing (Draft) 4. System Implementation Plan (Final) 5. Disaster Recovery Plan (Draft) 6. Quality Assurance Plan (Draft) Capital Metro only confirms QA/QC; Plan shall clearly delineate that the Contractor performs QA/QC process 7. Risk Management Plan participation (Final) 8. Data dictionary and Entity Relationship Diagram (ERD) 	<ol style="list-style-type: none"> 9. Project Schedule (Baseline) with Resource Loading 10. Network architecture diagram (Draft) 11. Electrical and communication connection designs (Draft) 12. Installation Plan (Draft): equipment installation design, procedures, schedule, Capital Metro support required; detailed so Capital Metro can perform installation & deinstallation if desired post-implementation 13. Review of Design and System Implementation Plan with Stakeholders 14. Update of Design based on review 15. Review and Acceptance of Capital Metro Project Management Plan 16. Compliance Matrix Review and Update
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<p>3.0</p>	<p>The Solution shall</p> <p>1. Provide a fully hosted and maintained software solution, accessed through a secure combination of web-based rider, staff, and driver platforms</p> <p>2. Be scalable for incorporation of new technology or integration opportunities, and uses interchangeable, industry-standard off-the-shelf components</p> <table border="0"> <tr> <td style="vertical-align: top;"> <ol style="list-style-type: none"> 1. Quality Assurance Plan Including QA/QC Checklist (Final) 2. Test Environment Installation that provides Capital Metro full access throughout the project and the life of the system 3. Supporting Infrastructure Implemented 4. Application and Functionality Development 5. Test Procedure/Plan including test Scripts, use cases, acceptance test criteria demonstrating each Compliance Matrix term is developed and meets requirement (Draft) 6. Update Compliance Matrix with Test Number(s) 7. CMD Values Test and Update 8. High-level Training of Capital Metro Staff to Prepare for Test Phase 9. Warranty and Maintenance Plan Review 10. Review and Feedback of Capital Metro Support Responsibility Matrix </td> <td style="vertical-align: top;"> <ol style="list-style-type: none"> 11. Role-based, On-site Training Plan for all User Types (Draft): <ul style="list-style-type: none"> • Training schedule and course outlines for review a minimum of three weeks prior to the scheduled classes • Separate training sessions for revenue, customer service maintenance and system administrator roles • Provide all materials necessary to train participants (Capital Metro will provide space and laptops) • Schedule the training staff to be on site timely to ensure equipment, materials, student accounts and classroom are fully ready for when class begins • Arrange for an instructor(s) with thorough knowledge of the material covered in the course(s) and the ability to effectively lead the knowledge transfer • Provide customized training manuals specific to Capital Metro's environment in Microsoft Word and PDF. Contractor shall provide the agreed-to number of hard copies </td> </tr> </table>	<ol style="list-style-type: none"> 1. Quality Assurance Plan Including QA/QC Checklist (Final) 2. Test Environment Installation that provides Capital Metro full access throughout the project and the life of the system 3. Supporting Infrastructure Implemented 4. Application and Functionality Development 5. Test Procedure/Plan including test Scripts, use cases, acceptance test criteria demonstrating each Compliance Matrix term is developed and meets requirement (Draft) 6. Update Compliance Matrix with Test Number(s) 7. CMD Values Test and Update 8. High-level Training of Capital Metro Staff to Prepare for Test Phase 9. Warranty and Maintenance Plan Review 10. Review and Feedback of Capital Metro Support Responsibility Matrix 	<ol style="list-style-type: none"> 11. Role-based, On-site Training Plan for all User Types (Draft): <ul style="list-style-type: none"> • Training schedule and course outlines for review a minimum of three weeks prior to the scheduled classes • Separate training sessions for revenue, customer service maintenance and system administrator roles • Provide all materials necessary to train participants (Capital Metro will provide space and laptops) • Schedule the training staff to be on site timely to ensure equipment, materials, student accounts and classroom are fully ready for when class begins • Arrange for an instructor(s) with thorough knowledge of the material covered in the course(s) and the ability to effectively lead the knowledge transfer • Provide customized training manuals specific to Capital Metro's environment in Microsoft Word and PDF. Contractor shall provide the agreed-to number of hard copies
<ol style="list-style-type: none"> 1. Quality Assurance Plan Including QA/QC Checklist (Final) 2. Test Environment Installation that provides Capital Metro full access throughout the project and the life of the system 3. Supporting Infrastructure Implemented 4. Application and Functionality Development 5. Test Procedure/Plan including test Scripts, use cases, acceptance test criteria demonstrating each Compliance Matrix term is developed and meets requirement (Draft) 6. Update Compliance Matrix with Test Number(s) 7. CMD Values Test and Update 8. High-level Training of Capital Metro Staff to Prepare for Test Phase 9. Warranty and Maintenance Plan Review 10. Review and Feedback of Capital Metro Support Responsibility Matrix 	<ol style="list-style-type: none"> 11. Role-based, On-site Training Plan for all User Types (Draft): <ul style="list-style-type: none"> • Training schedule and course outlines for review a minimum of three weeks prior to the scheduled classes • Separate training sessions for revenue, customer service maintenance and system administrator roles • Provide all materials necessary to train participants (Capital Metro will provide space and laptops) • Schedule the training staff to be on site timely to ensure equipment, materials, student accounts and classroom are fully ready for when class begins • Arrange for an instructor(s) with thorough knowledge of the material covered in the course(s) and the ability to effectively lead the knowledge transfer • Provide customized training manuals specific to Capital Metro's environment in Microsoft Word and PDF. Contractor shall provide the agreed-to number of hard copies 		
<p>4.0</p>	<p>Test. Integration and testing by Contractor and Capital Metro to determine that all functionality required of the software and integrations into the existing environment is in place and working. The testing phase shall not be deemed complete until all functional requirements of the newly implemented system have been fully tested and approved by the project team. The Contractor shall provide a Test Procedure document with test scripts, use cases and acceptance test criteria for review and acceptance by Capital Metro for all phases. Only Capital Metro data is to be used for testing. Before Capital Metro performs any testing, the Contractor shall provide the written test results of the full test procedure/plan demonstrating no Class 1 or Class 2 failures. Test Deliverables:</p> <table border="0"> <tr> <td style="vertical-align: top;"> <ol style="list-style-type: none"> 1. Document Procedures and Migrate Environment from development to test, stage and production 2. Contractor's Successfully Test Procedure/Plan Results 3. Documentation including User, System Admin, Maintenance, Installation and Training Manuals, (Draft) 4. Test Procedure/Plan including Test Scripts, Use Cases and Acceptance Test Criteria (Final) 5. System Acceptance Test (SAT) Plan Developed (Subset to Use to Determine Go, No-Go before Go Live) 6. Security Penetration Test 7. Disaster Recovery Test – End-to-End 8. Installation Plan (Final) 9. System Acceptance Test (SAT) 10. Introduction to Contractor's Support Manager and Team 11. Detailed Processes and Contact Information for Post Go Live Support </td> <td style="vertical-align: top;"> <ol style="list-style-type: none"> 12. Test Failure Log & Remediation Plan. Contractor shall lead testing of the solution including integrations and resolve all Significant (Class 1) and Severe (Class 2) Test Failure Results (TFRs). Contractor shall endeavor to resolve Minor (Class 3) TFRs during this phase; however, the requirement for Class 3 resolution is during the Closeout phase. Definition for each class are as follows: <ul style="list-style-type: none"> • Severe - A Class 1 test failure is a severe defect that prevents, inhibits, or significantly impairs further testing or operation of the system. • Significant - A Class 2 test failure is a significant defect that does not prevent further testing or has a minimal effect on normal operations of the system. • Minor – A Class 3 test failure is a minor or isolated defect that does not impact or invalidate the testing or normal operations of the system. 13. Regression Testing of the Entire Test Plan for Any Class 1 and Class 2 Failures 14. Compliance Matrix Review and Update </td> </tr> </table>	<ol style="list-style-type: none"> 1. Document Procedures and Migrate Environment from development to test, stage and production 2. Contractor's Successfully Test Procedure/Plan Results 3. Documentation including User, System Admin, Maintenance, Installation and Training Manuals, (Draft) 4. Test Procedure/Plan including Test Scripts, Use Cases and Acceptance Test Criteria (Final) 5. System Acceptance Test (SAT) Plan Developed (Subset to Use to Determine Go, No-Go before Go Live) 6. Security Penetration Test 7. Disaster Recovery Test – End-to-End 8. Installation Plan (Final) 9. System Acceptance Test (SAT) 10. Introduction to Contractor's Support Manager and Team 11. Detailed Processes and Contact Information for Post Go Live Support 	<ol style="list-style-type: none"> 12. Test Failure Log & Remediation Plan. Contractor shall lead testing of the solution including integrations and resolve all Significant (Class 1) and Severe (Class 2) Test Failure Results (TFRs). Contractor shall endeavor to resolve Minor (Class 3) TFRs during this phase; however, the requirement for Class 3 resolution is during the Closeout phase. Definition for each class are as follows: <ul style="list-style-type: none"> • Severe - A Class 1 test failure is a severe defect that prevents, inhibits, or significantly impairs further testing or operation of the system. • Significant - A Class 2 test failure is a significant defect that does not prevent further testing or has a minimal effect on normal operations of the system. • Minor – A Class 3 test failure is a minor or isolated defect that does not impact or invalidate the testing or normal operations of the system. 13. Regression Testing of the Entire Test Plan for Any Class 1 and Class 2 Failures 14. Compliance Matrix Review and Update
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5.0	<p>Deploy/Go Live: Deploy: once all the test failures have been corrected, the Contractor shall install and configure the software and incorporate it into the live environment. Go Live: the system shall go live and be monitored for the first 30 days of operation. If Severe (Class 1) or Significant (Class 2) issues arise, the Go-Live period may be cancelled, extended or restarted. The Contractor shall be required to participate in the monitoring of the system and respond to issues so they are quickly resolved. Deploy/Go Live Deliverables:</p> <table border="0"> <tr> <td style="vertical-align: top;"> <ol style="list-style-type: none"> 1. Conduct Training for all User Types 2. Document Procedures and Migrate Environment from Test to Production 3. QA/QC checklist Sign off 4. Update to Disaster Recovery Plan 5. Delivery of all Documentation including User, System Admin, Maintenance, Installation and Training Manuals, (Revise Draft) 6. System Acceptance Test (SAT) </td> <td style="vertical-align: top;"> <ol style="list-style-type: none"> 7. Resolution of SAT TFRs 8. Go Live Schedule, Transition Plan, Rollback Plan 9. System Go Live (Parallel Operation with Trapeze) 10. Technical Lead On-site During First Week of Go Live, or Longer if System Issues are Experienced 11. Final Transition (No longer operating in parallel with Trapeze; Operating solely with Solution) 12. Revised (final) Copies of all Required Documentation including User and Training Manuals 13. Compliance Matrix Review and Update </td> </tr> </table>	<ol style="list-style-type: none"> 1. Conduct Training for all User Types 2. Document Procedures and Migrate Environment from Test to Production 3. QA/QC checklist Sign off 4. Update to Disaster Recovery Plan 5. Delivery of all Documentation including User, System Admin, Maintenance, Installation and Training Manuals, (Revise Draft) 6. System Acceptance Test (SAT) 	<ol style="list-style-type: none"> 7. Resolution of SAT TFRs 8. Go Live Schedule, Transition Plan, Rollback Plan 9. System Go Live (Parallel Operation with Trapeze) 10. Technical Lead On-site During First Week of Go Live, or Longer if System Issues are Experienced 11. Final Transition (No longer operating in parallel with Trapeze; Operating solely with Solution) 12. Revised (final) Copies of all Required Documentation including User and Training Manuals 13. Compliance Matrix Review and Update
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6.0	<p>Close. Obtain acceptance by Capital Metro to formally close the project. Apply appropriate updates to project documents. Close out all procurement activities ensuring termination of all relevant agreements. Close Deliverables:</p> <table border="0"> <tr> <td style="vertical-align: top;"> <ol style="list-style-type: none"> 1. Follow-up training on areas identified during Go Live and Training Documentation (Final) 2. Data dictionary and Entity Relationship Diagram (Final) 3. Network architecture diagram (Final) 4. Electrical and communication connection designs (Final) 5. All AIL items closed 6. Resolution of all Minor (Class 3) TFRs 7. Final Documentation for Environment Refresh (Develop-Test-Stage-Production) </td> <td style="vertical-align: top;"> <ol style="list-style-type: none"> 8. Disaster Recovery Plan (Final) 9. Configuration Management Documents (CMD – Final) 10. APIs and all documentation related to all integrations (Final) 11. Final Documentation for Environment Refresh (Develop-Test-Stage-Production) 12. Warranty and Maintenance Procedure Review and Forms 13. As-builts: updates to any documentation including design document changes 14. Participation in Lessons Learned </td> </tr> </table>	<ol style="list-style-type: none"> 1. Follow-up training on areas identified during Go Live and Training Documentation (Final) 2. Data dictionary and Entity Relationship Diagram (Final) 3. Network architecture diagram (Final) 4. Electrical and communication connection designs (Final) 5. All AIL items closed 6. Resolution of all Minor (Class 3) TFRs 7. Final Documentation for Environment Refresh (Develop-Test-Stage-Production) 	<ol style="list-style-type: none"> 8. Disaster Recovery Plan (Final) 9. Configuration Management Documents (CMD – Final) 10. APIs and all documentation related to all integrations (Final) 11. Final Documentation for Environment Refresh (Develop-Test-Stage-Production) 12. Warranty and Maintenance Procedure Review and Forms 13. As-builts: updates to any documentation including design document changes 14. Participation in Lessons Learned
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<p>Project Management. The Contractor shall manage the project continuously beginning with the Notice to Proceed through Close, and shall lead the project and is expected to drive and manage all aspects of the project including the management of any subcontractors. Capital Metro shall manage and coordinate all its resources. A full-time Project manager or technical lead is required to be onsite at least two weeks per month during each phase of the project. A PMP is preferred and shall be approved by Capital Metro. Project Management Deliverables:</p>			
7.0	<table border="0"> <tr> <td style="vertical-align: top;"> <ol style="list-style-type: none"> 1. Active Partnership with Capital Metro in assuring Project Success 2. Onsite At Least two weeks a month During Each Project Phase (May Be Performed by Technical Lead Depending Upon Scheduled Activities By Agreement with Capital Metro) 3. Single Point of Contact for All Communication Regarding Work Under This Contract 4. Task Coordination with The Designated Capital Metro project manager 5. Regular Communication with The Project Manager and any other staff designated to discuss progress, critical risk factors, schedule, or unique issues that may surface. 6. Specification of Capital Metro's staff resources needed for project success with at least two weeks notice in advance within the project schedule. 7. Support Responsibility Matrix Review and Updates as Needed </td> <td style="vertical-align: top;"> <ol style="list-style-type: none"> 8. Semi-monthly Status Meetings with Updated Schedule and AIL 9. Review and Feedback of Change Requests as Needed 10. Monthly Risk Registry Updates 11. Monthly Management Review Meetings 12. Monthly Project Status Report 13. Quarterly attendance and Status Presentation at Steering Committee Meetings 14. Responsible for ensuring all project documentation, including meeting minutes, AIL updates, project schedule and plans are kept updated in the Capital Metro SharePoint site </td> </tr> </table>	<ol style="list-style-type: none"> 1. Active Partnership with Capital Metro in assuring Project Success 2. Onsite At Least two weeks a month During Each Project Phase (May Be Performed by Technical Lead Depending Upon Scheduled Activities By Agreement with Capital Metro) 3. Single Point of Contact for All Communication Regarding Work Under This Contract 4. Task Coordination with The Designated Capital Metro project manager 5. Regular Communication with The Project Manager and any other staff designated to discuss progress, critical risk factors, schedule, or unique issues that may surface. 6. Specification of Capital Metro's staff resources needed for project success with at least two weeks notice in advance within the project schedule. 7. Support Responsibility Matrix Review and Updates as Needed 	<ol style="list-style-type: none"> 8. Semi-monthly Status Meetings with Updated Schedule and AIL 9. Review and Feedback of Change Requests as Needed 10. Monthly Risk Registry Updates 11. Monthly Management Review Meetings 12. Monthly Project Status Report 13. Quarterly attendance and Status Presentation at Steering Committee Meetings 14. Responsible for ensuring all project documentation, including meeting minutes, AIL updates, project schedule and plans are kept updated in the Capital Metro SharePoint site
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<p>Payment Milestones. Payment for each of the above described project phases (1.0-6.0) shall be paid in the following percentages of total Contract cost</p>			
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Demand Response Transit Systems
Appendix B Questions

1.00	Hosted Environment - Answer the following questions in the "Answer" column:	Answer
1.01	Is this application hosted via a public cloud such as Amazon, an infrastructure as a service (IaaS), or is it self-hosted?	
1.02	Does the Contractor manage this or does a hosting provider manage it?	
1.03	Data security - Where and how is the data secured? Is it encrypted? Who 'owns' the data?	
1.04	Network security - firewalls, intrusion detection systems:	
1.05	•Do you have IDS/IPS? Who manages these devices?	
1.06	•Are these shared resources between the vendor and other hosted customers?	
1.07	•Are they shared between all of this vendor's customers or are they specific to an individual customer?	
1.08	Audit and logging trails, and system logging:	
1.09	•What information is logged?	
1.10	•Are logs reviewed and if so, by whom? Can we access these logs if necessary?	
1.11	Data segregation - How do you ensure data security and prevent unauthorized access to data of one tenant by other tenant users?	
1.12	•Who has access to our data and servers? How is it controlled?	
1.13	Availability - How do you mitigate the effect of potential DDoS attacks?	
1.14	•What is the bandwidth and what is the percentage of use? What is the percent of peak time use?	
1.15	•Performance management system - uptime, availability, response, delay, etc. Do you provide scheduled reports to their customers?	
1.16	•Backups - What is the backup and restoration plan? Is there an SLAs for recovery?	
1.17	•Identity management and sign-on process - How is identity management handled?	
1.18	•Do you support '2 factor authentication'?	
1.19	•Does the system provide limits on the number of invalid access attempts allowed?	
1.20	•If so, is the user locked out of the system indefinitely or for a specified timeframe?	
1.21	•Vulnerability patching - Server OS updates - What is their process, patching schedule, etc.? Will we incur downtime during patching? What is their notification process?	
1.22	•Disaster Recovery - How often do they test? Is the customer notified?	
1.23	•IT security - Can the vendor provide an overview of its' IT security program?	
1.24	•Is there a dedicated IT security team?	
1.25	•Do they have a formal security incident response plan?	
1.26	•If there is a breach, how quickly do you respond to remedy the problem? Is there a documented customer notification plan? Are there SLAs for notification?	
1.27	•Do you perform vulnerability scans, security assessments, or penetration testing? If so, how often?	
1.28	•Is the application designed and reviewed for the OWASP Top Ten security risks?	
1.29	Can you provide a data flow diagram? If so, please attach.	
1.30	Can you provide a detailed description of secure connection? If so, please attach.	
1.31	What daily steps are taken to ensure the system is up and all features available?	

Demand Response Transit Systems
Appendix B Questions

2.00	Network - Answer the following questions in the "Answer" column:	Answer
2.01	What protocols are used? (Please be very detailed and specific, to include port numbers)	
2.02	How much bandwidth is required per client?	
2.03	What is the frequency for security patches and anti-virus updates? (Contractor or Capital Metro?)	
3.00	Help Desk / Desktop - Answer the following questions in the "Answer" column:	Answer
3.01	Are there special printer/printing requirements?	
3.02	What Client side software or services are needed (assume workstation has nothing on it)?	
3.03	Is there a specific drive mapping(s) required?	
3.04	Can the workstation use a DNS name to reference the server or devices?	
3.05	Can the workstation use a UNC name to reference the server or devices?	
4.00	Manuals - The manuals shall be customized specific to Capital Metro's environment, provided in Microsoft Word and PDF, and be updated when new releases are provided. include but are not limited to the list below. In the "Answer" column, indicate the manual to be provided and what it covers	Answer
4.01	Design and Requirements Documentation	
4.02	Acceptance Test Criteria	
4.03	Systems Administration Manual	
4.04	Security User's Manual	
4.05	User's Manual	
4.06	Database Dictionary	
4.07	Database Entity Relationship Diagram	
4.08	Architecture Diagram	
4.09	Integration Manual	
4.10	Process Flows	
4.11	Systems Configuration Documentation	
4.12	Maintenance Procedures Manual	
4.13	Reporting Manual	
4.14	Software License Agreements	
4.15	System, Hardware, and Software Maintenance Agreement	
5.00	Reliability. The solution shall have a proven, low-maintenance reliability record on multiple existing similar transit systems for at least two (2) years; using the below criteria, specify in the "Answers" column the reliability rates of your solution:	Answer
5.01	Uptime of hosted backend solution	

Demand Response Transit Systems
Appendix B Questions

6.00	Functionality. CapMetro recognizes that many of its operational practices have been developed to accommodate our existing platform. We have therefore deemed it appropriate to give respondents the most leeway possible to describe their solution and approach to service delivery unfettered by our preconceived notions. Respondents may address proprietary methods at a high level if necessary, but detailed responses are greatly appreciated. Responses will be incorporated into the Contract of the selected Vendor. For questions not applicable to the solution that is being offered, please indicate "N/A".	Answer
6.01	Project Overview - Answer the following questions in the "Answer" column:	
6.01.01	Provide an estimated implementation timeline, including anticipated periods for design, development, and deployment and the anticipated level of engagement for Vendor staff and the (as identified in items 3.00 to 3.07 of Appendix C Demand Response Service Profile) Capital Metro team.	
6.01.02	Provide a road map of future plans for the product and (if applicable) the associated product family.	
6.02	User Functionality - Answer the following questions in the "Answer" column:	
6.02.01	Describe front end user interface for staff.	
6.02.02	Describe front end user interface for customers.	
6.02.03	Describe back end user interface (e.g. settings, supplementary tables) for Capital Metro IT/Super User staff.	
6.02.04	Describe Trip Management (e.g. booking, cancellation) functionality.	
6.02.05	Describe Scheduling/Dispatch functionality.	
6.02.06	Describe In-Vehicle Mobile Data Device functionality.	
6.02.07	Describe Customer Database functionality.	
6.02.08	Describe Faring functionality.	
6.02.09	Describe Standard/Custom, Reporting, Dashboard, and Business Intelligence functionality.	
6.02.10	Describe any other standard or notable features of the solution.	
6.02.11	How will the solution operate if staff have to work remotely due to field work, bad weather, or emergency?	
6.03	Deployment Methodology - Answer the following questions in the "Answer" column:	
6.03.01	Describe the methodology by which you would transition Capital Metro's data from the incumbent solution to your solution.	
6.03.02	Describe the methodology by which you would transition users from working in the incumbent solution to your solution (e.g. redundant systems, training, etc.).	
6.03.03	Identify (high level) risks you would associate with a transition of data and working users from the incumbent solution to your solution.	
6.04	Audit & Data Management - Answer the following questions in the "Answer" column:	
6.04.01	Describe (high level) administrative tools used to manage user accounts and entitlements. To what level can access to fields and features be controlled?	
6.04.02	Describe (high level) any tools for auditing user activity.	
6.04.03	Describe (high level) any tools to manage ancillary tables, including any ability to "age out" or "make inactive" data points which are no longer part of business logic.	
6.04.04	Describe methodology/tools for archive of system data including (at a minimum) customer records and trip histories, to ensure compliance under federal, state, and local regulations and best practice in the transit industry.	

Demand Response Transit Systems
Appendix B Questions

6.05	Accessibility - Answer the following questions in the "Answer" column:	
6.05.01	Is solution compliant with current WCAG (Web Content Accessibility Guideline) 2.0 AA and Title II Web Accessibility standards?	
6.05.02	Describe methodology for ensuring that all customer- and staff- facing screens are compatible with screen reader technology using text-to-speech and/or a refreshable Braille display. Are compatibility tests 100% automated or are power users (with disabilities, familiar with text-to-speech/refreshable Braille displays) brought in to consult and if so, at what stage(s)? How do you ensure that screens make proper use of forms mode, contextual labels, image field descriptions, and curbed read back of meta data?	
6.05.03	Can all screens be altered by high contrast settings either native to the solution or using those built into current windows operating systems?	
6.05.04	Can font size of all customer- and staff-facing screens be adjusted for visibility?	
6.05.05	If applicable, do all CAPTCHA (or similar) anti-bot checks include an alternative audio challenge?	
6.05.06	Are all customer-facing screens presented in English and Spanish?	
6.06	In-Vehicle Mobile Data Devices - Answer the following questions in the "Answer" column:	
6.06.01	What are the minimum MDD hardware requirements?	
6.06.02	What other hardware is required under this solution?	
6.06.03	What OS is recommended? Is this OS required?	
6.06.04	Will equipment be hardwired?	
6.06.05	How will charging occur?	
6.06.06	What is the power load (if applicable) on the vehicle's battery?	
6.06.07	Are there vehicle specifications you need from CapMetro?	
6.06.08	What are the licensing requirements for accessing the solution and is it scalable? In providing your response, consider that the solution may be used by dedicated and non-dedicated service providers.	
6.07	Integration - Answer the following questions in the "Answer" column:	
6.07.01	Will this application interface with any other CapMetro systems (e.g. IVR, Microsoft CRM, CapMetro App etc.)?	
6.07.02	If so, what type of interface do you use?	
6.07.03	What protocol is used for interface(s)?	
6.07.04	Do/can the interface processes and the database reside on the same server?	
6.07.05	Will this application interface with a Central Data Repository (Data Warehouse)?	
6.07.06	How does the application handle multiple sites or multiple databases on the same server?	
6.07.07	How will data conversation/data migration into your system occur?	
6.07.08	How will data conversion/data migration out of your system (for a future solution) occur?	

1.00	Overview of Capital Metro
1.01	<p>The Capital Metropolitan Transportation Authority, CapMetro, is a public agency responsible for providing mass transit service in the Austin metropolitan area. Serving the area since January 1985, it currently operates across 500 square miles and is funded through a one-cent local sales tax, federal grants, and farebox and other revenue. CapMetro operates fixed route bus and rail services, paratransit (in a 3/4-mile corridor of fixed route bus lines), and rideshare. To better accommodate the needs of the present-day rider, CapMetro has begun to invest in “Mobility on Demand” programs, providing non-traditional, more versatile transit where a large fixed route bus is neither cost effective nor supported by road and sidewalk infrastructure. CapMetro’s goal is to make transit accessible to everyone.</p> <p>The solution sought under this Contract is intended to facilitate the operation of Paratransit and Mobility on Demand projects headed by the Demand Response team.</p>
2.00	The Americans with Disabilities Act
2.01	<p>The Americans with Disabilities Act of 1990 (ADA) is a federal civil rights law guaranteeing persons with disabilities equal access to essential life services, including transportation. 49 CFR Part 37 speaks specifically to the requirements of paratransit service (parallel to fixed route for those persons whose functional ability to use fixed route is limited or prevented by a disability), but also reliably speaks to applicable equality requirements for Mobility on Demand and is therefore the gauge by which we judge our regulatory compliance.</p>
3.00	The Demand Response Team
3.01	<p>The Solution shall</p> <ol style="list-style-type: none"> 1. Provide a fully hosted and maintained software solution, accessed through a secure combination of web-based rider, staff, and driver platforms 2. Be scalable for incorporation of new technology or integration opportunities, and uses interchangeable, industry-standard off-the-shelf components 3. Include enterprise-wide software licenses for use by Capital Metro staff and its contractors 4. Provide APIs and be built on an open architecture and conform with open standards where applicable to be able connect to an enterprise account-based system 5. Provide Capital Metro the ability for complete data analysis in real time such as ridership demand by zone, staffing needs, etc.; please specify the real-time information your system provides in the comments column and describe how the system would handle the sample test scenario in Appendix H
3.02	<p>The Administration group manages the policy, planning, budget, reporting, compliance, and technology needs of services, closely collaborating with and providing support to other areas of the business unit and to CapMetro as a whole.</p>
3.03	<p>The Eligibility group processes customer applications for paratransit service and maintains digital client files. When more information is needed to determine a customer's eligibility for service, an on-site third-party service provider performs a functional assessment using a combination of on-the-street and closed-mobility-course evaluations. The Eligibility group also includes Travel Trainers who provide free one-on-one training to seniors and persons with disabilities from the general public, as well as enrolled paratransit customers, on the use of Capital Metro services, and Pathway Assessors who evaluate road and sidewalk conditions to determine if a customer's (walk/wheel) path of travel is accessible, allowing that customer to take their trip on fixed route.</p>
3.04	<p>The Control Center group, consisting of call center (reservations, where's my ride, etc.), next day/same day scheduling, trip template management, radio dispatch (controlling vehicle operator movement on the road), customer management, and policy enforcement, is the heart of the team. They are ultimately responsible for our service efficiency and effectiveness, our ability to meet customer’s needs and expectations, and our ability to come in on budget.</p>
3.05	<p>The Contract Management/Quality Assurance group oversees the performance, reporting, and contractual compliance of our road operations service providers. They are a major contributor to and partner in development of administrative and operational policies and procedures and are the liaisons between the service providers and the rest of Capital Metro.</p>
3.06	<p>Our Road Operations teams consist of contracted service providers including such personnel as: vehicle operators, field supervisors, run dispatch (providing base support to vehicle operators at begin/end of shift and in case of emergency), trainers, vehicle maintenance (including electronics technicians), and building maintenance.</p>

3.07	Service is currently operated out of these facilities: <ul style="list-style-type: none">· MetroAccess Administration - 624 N Pleasant Valley Rd, Austin TX 78702· North Base - 817 W Howard Ln, Austin, TX 78753· South Base - 509 Thompson Ln, Austin TX 78702
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Demand Response Transit Systems
Appendix D Statistics

MetroAccess Operating Budget: Approximately \$32M

Includes MetroAccess Administration, Eligibility, Control Center, Quality Assurance, and Paratransit Service Providers

Fiscal Year 2018 Statistics (Paratransit):

Trip Requests Entered: 781,667

Trips Completed: 576,922

Trip Cancellations (including test trips): 204,745

ADA Passengers Transported: 670,884

Avg Requested Trip Length: 6 Mi

Service Hours: 450,623

Service Miles: 6,474,993

Vehicles Operated in Maximum Service: 160

Weighted On Time Performance (Pickup): 93.19%

Avg Productivity (Passengers per Service Hour)

North Base MiniVan: 1.45

South Base Van: 1.53

South Base MV1: 1.44

No Show Events

No Shows: 1.23%

Cancel at Door: 1.08%

Late Cancel: 0.79%

No Fault No Show: 1.75%

Avg Registered Passengers: 5,436

Active Riders (over a 90 day period): 3,286

Current Fleet Composition:

Dedicated Vehicles Owned by CapMetro

Cutaway Vans w/Lift – 88

MV1s w/Ramp – 20

Dedicated Vehicles Owned by Service Provider

MiniVans (Ambulatory Riders Only) – 75

Definitions	
1.01	ADA: The Americans with Disabilities Act of 1990 (and 2008 amendment).
1.02	Business Day: Monday through Friday between the hours of 8 a.m. to 5 p.m., excluding CapMetro recognized holidays.
1.03	Capital Metropolitan Transportation Authority: (Used interchangeably with “Capital Metro”, “Capital Metro”, “CapMetro”, “The Authority”) the public transportation entity for the Austin metropolitan area.
1.04	Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between Capital Metro and the Service Provider for completion of the work.
1.05	Control Center: Comprises the following functional areas: Call Center, Customer Service, and Service Coordination (Scheduling/Dispatch).
1.06	Demand Response: Public transportation services in which a vehicle is not bound to a predefined route or time schedule.
1.07	Destination: The location where a passenger trip ends.
1.08	Fare: Payment required from each passenger for a ride on any mode of transportation provided by CapMetro.
1.09	Fixed Route: Public transit service in which a vehicle is operated along predefined routes on a fixed time schedule.
1.10	MetroAccess: Branding of the Capital Metro paratransit transportation service.
1.11	Mobile Data Device (MDD): The onboard computer through which a vehicle operator receives their manifest of work and communicates with the scheduling software in real time.
1.12	Mobility on Demand: innovative, non-traditional services being developed or used by Capital Metro to supplement traditional fixed route and paratransit services. Service Providers operating Mobility on Demand vehicles may or may not be dedicated providers.
1.13	Operating Window: A thirty (30) minute timeframe when a passenger must be ready to board the vehicle within 5 minutes.
1.14	Origin: The location where a rider boards a vehicle at the beginning of each ride.
1.15	Paratransit services: pre-booked, origin-to-destination service for qualified individuals who, by way of a disability or medical condition, are functionally unable to use fixed route some or all of the time. Service Providers operating paratransit vehicles may or may not be dedicated providers.
1.16	Passenger type: A data point mainly differentiating between the ADA-eligible customer, their companions, attendants, children, service animals, etc.
1.17	Passenger: Any person being transported. Used interchangeably with “rider” in this document.
1.18	Productivity Rate: The number of passengers per vehicle service hour.
1.19	Revenue Vehicle: Used interchangeably with in-service vehicle. A vehicle which transports CapMetro customers.
1.20	Scope of Work: A section of the Contract consisting of written descriptions of work to be performed or the technical requirements to be fulfilled. Commonly referred to “Exhibit F” throughout this document.
1.21	Self-Healing: Solution uses such information (for example) as AVL location, current traffic, historic data trends, on time performance, shared-ride routing, and/or other methods to dynamically, and without human intervention, advance re-schedule trips to more effective and efficient vehicle assignments, maximizing productivity and on time performance. May also be used to contextually indicate a solution which monitors itself for errors and back-end efficiency improvements.
1.22	Shall: This term will be used throughout this Scope of Services interchangeably to mean “has a duty to”, or “is required to” perform a particular function or task.
1.23	Space Type: A data point indicating the capacity needs of a passenger (e.g. ambulatory, wheelchair-user, large-wheelchair-user, etc.)
1.24	Title II: A portion of ADA law which applies to state and local government and ensures that qualified individuals with disabilities receive no discrimination in services, programs, and activities provided by those entities. Applicable here, Capital Metro is required to provide ADA-accessible services and products to its customers and employees.
1.25	Vehicle Operator: Interchangeable with driver. Direct-hire employees of the Service Provider with whom Capital Metro contracts service to operate vehicles transporting passengers.
1.26	Vendor: Interchangeable with Contractor and Provider. The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with Capital Metro for the delivery of the passenger transport software solution described under the Contract.
1.27	WCAG: The Web Content Accessibility Guidelines are part of a series of web accessibility guidelines published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C), the main international standards organization for the Internet.
1.28	Where’s My Ride: MetroAccess services (telephone, automated electronic) through which a paratransit customer can check when the vehicle is estimated to arrive at their pickup location. Intended for use only when a vehicle is late arriving.

Current Demand Response/MetroAccess Technology

Trapeze

Solution is Hosted On-premise by CapMetro. UIs are provided to staff through Citrix or (as with vehicle operators) MDDs.

Unless noted below, all modules are on version 18 (As of spring 2021).

- PASS - The core paratransit scheduling and dispatch system.
- PASS Reports - Standard reports that come with Trapeze PASS.
- CERT - A module used to manage MetroAccess' Eligibility, Pathway Assessment, and Travel Training programs. Houses client data including contact information, eligibility dates and conditions, etc.
- CT - A partition allowing service providers to access only work assigned to them.
- ATIS - A module providing fixed route schedule data.
- IPA - A module that (in connection with Trapeze ATIS) provides fixed route alternatives for paratransit trip bookings. Used to verify ride time compliance (Under ADA law, paratransit ride times must be comparable to fixed route) and, as applicable, to re-direct conditionally paratransit-eligible customers to fixed route.
- PASSWeb - Trip creation, cancellation, confirmation, and basic user account management made available to customers via the web.
- OPS - An operations management module used by CapMetro to maintain vehicle and employee data tables (among others) and to create and share custom reporting queries developed by staff.
- PASSMon - The Capital Metro-side interface allowing its fleet and Trapeze PASS to communicate in real time.
- Driver Mate - Operating software for the vehicle operator's MDD. Currently used on MetroAccess North Base and Overflow service provider Galaxy Tablets. Requires a gateway server on the Service Provider's end to connect to CapMetro's PassMon interface.
- Mobility - Operating software for the vehicle operator's MDD. Currently used on MetroAccess South Base service provider Mentor Rangers. Requires a gateway server on the Service Provider's end to connect to CapMetro's PassMon interface.

Unified Dispatch

An Interactive Voice Response (IVR) system Hosted Off-premise by Unified Dispatch. Calls Run through CapMetro's Avaya Private Branch Exchange (PBX). Includes Speech Recognition and Touch Tone Functionality.

- Houses MetroAccess' primary phone tree.
- Real-Time customer services by phone including Trip Booking, Cancellation, Vehicle ETA, and Passenger Eligibility Information by interfacing with a Trapeze Application Programming Interface (API).
- Floodgate and Automated Notifications by Voice, Email, and Text. Voice notification runs through CapMetro's PBX, Email through CapMetro's Microsoft Exchange, and Text through (a 3rd party provider) Client Tell.
- Reporting Dashboards.
- Screen Pop of caller and IVR information when customer zeroes out to an agent. Interfaces with Avaya products.

Avaya

End-to-end Telephone System Hosted On-premise by CapMetro. Phone system is currently going through an implementation to replace the entire system by end of CY2021.

- Avaya Aura Contact Center (AACC) – Provides inbound customer contact with skill-based routing.
- Agent Greeting – Provides agent name and information prior to receiving the call.
- Avaya Contact Recorder (ACR) – Provides customer contact voice recording and agent screen data recording.
- Computer Telephone Integration (CTI) Screen Pop, Web, and Social Media Integration, Microsoft CRM integration.
- Call Pilot (Voice Mail) – Provides voicemail, in queue messaging, and alternate call routing to the AACC in the event of an IVR failure.

Microsoft

- The usual Microsoft Office productivity applications – Word, Excel, PowerPoint
- SharePoint & OneDrive - Web-based, document storage and management allowing collaboration within in the business unit
- Dynamics CRM – branded as "Service One" to collect and manage customer feedback.
- Dynamics AX – Primary financial system

Radio Systems

- Open Sky – Voice over IP (VOIP) radio communications accessed through the Lower Colorado River Authority (LCRA) telecommunications network. MetroAccess uses a combination of installed (closed-channel) and hand-held (open-channel) radios to facilitate daily and emergency operations.
- Exacom – Recording of VOIP radio traffic.

3rd Party Reporting Dashboards

- Transit Miner – Reporting dashboard provided through CapMetro's 3rd party road operations service providers.

Citrix

- Xen Desktop – Application used to provide remote access to various CapMetro-supported software products, including Trapeze.

Duo 2-Factor Authentication

- Multi-factor authentication used to further secure access to Citrix when outside CapMetro's network.

Infor EAM (Enterprise Asset Management)

Hosted Off-premise by Infor.

- Asset Management (inventory and maintenance tracking) of Buildings and Vehicles

Service Now

Hosted Off-premise by ServiceNow, Inc.

- IT Service and Asset Management

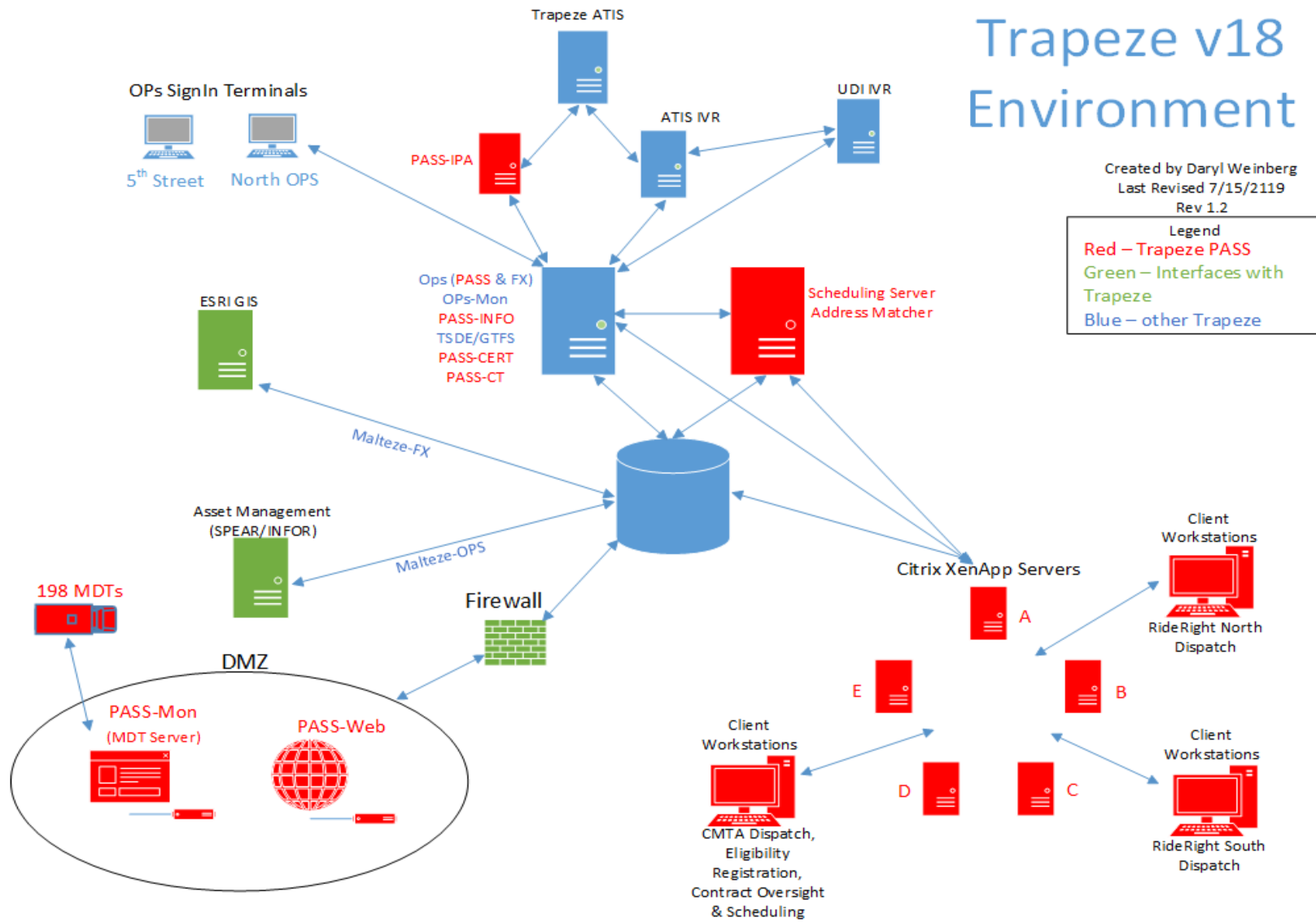
Mobile Ticketing and Fixed Route Trip Planning (By Web and App)

Hosted Off-premise solution from the collaborative team of Bytemark, Inc and HaCon. Fixed route trip planning is primarily used by MetroAccess travel trainers to aid in customer education. Mobile ticketing is used by both fixed route and paratransit customers.

SolarWinds

Web-based system performance monitoring used by CapMetro's IT Department to ensure availability of essential MetroAccess technologies.

As-Is System Diagram



Current MetroAccess Reports

The following will give you an idea of metrics CapMetro is used to generating. This list is not exhaustive. Much of this reporting has been custom-built by staff.

Reporting metrics may be parsed out by service provider, vehicle type, operator, eligibility condition, service level, and a variety of other categories.

Core Metrics

- Ridership - Includes customers, companions, attendants, children, and service animals. Also known as "Boarding" or "Passenger" counts.
- Trips - Completed reservations, counts the customer only.
- Service Hours - Time from pull out to pull in. Also known as "Gate to Gate" or "Gate Time."
- Revenue Hours – Time from first attempted pickup to last drop off or no show event.
- Service Miles – Miles from pull out to pull in.
- Revenue Miles – Miles from first attempted pickup to last drop off or no show event.
- Passenger Miles – For *each individual trip*, take the number of passengers transported and *multiply by* the miles travelled from pickup to drop off. Then *add* each individual trip's result together for total passenger miles.
- Vehicles Available for Maximum Service (VAMS) – the total number of vehicles used to transport customers in revenue service.
- Vehicles Operated in Maximum Service (VOMS) – the largest number of vehicles in service during any hour of the day. Also known as "peak of the peak."
- Lift Uses – For each lift-equipped vehicle, the count of boardings by non-ambulatory passenger space types.
- Productivity – Passengers per Service Hour, Passengers per Revenue Hours, Trips per Service Hour, Trips per Revenue Hour.
- On Time Performance (Pickup) - Early or on time arrival of the revenue vehicle within the pickup window. MetroAccess currently negotiates a 30-minute pickup window with the customer during trip booking.
- On Time Performance (Appointment) - On time arrival of the revenue vehicle by a designated appointment time as requested by the customer during trip booking. MetroAccess is expected to deliver a customer to their destination on time, but no more than 30 minutes before their appointment time. Presence of an appointment time in a trip booking will determine what the pickup window would be.

Demographics

- Registered Customers by Age
- Registered Customers by Gender
- Registered Customers by Eligibility Type - Unconditional, Conditional, Transitional, Visitor, etc.
- Registered Customers by Space Type – Ambulatory, Wheelchair, Large Wheelchair, etc.
- Registered Customers by Disability Code – Physical Impairment, Cognitive Impairment, Visual Impairment, etc.
- Registered Customers by Service Level – Hand to Hand, Door to Door, Curb to Curb

Call Center

- Total Trip Requests
- Trips Requested 1 Day Ahead
- Trip Statuses - Completed, Unscheduled, Various Cancellation Types, Denial Categories (client refused time, outside service area, referred to fixed route), Missed Trip (performed too late or not at all), No Shows, Assess for Penalty, etc.
- Booking Subtypes – Codes indicating what kind of service was provided such as demand, subscription, open return, standby, eligibility, etc.
- Trips Created by Group - Agent, Subscription, Automated Telephone (IVR), Automated Web
- Trips Cancelled by Group - Agent, Subscription, Automated Telephone (IVR), Automated Web
- Completed Trip Lengths - in whole miles
- Ride Time Compliance – comparing Paratransit Ride Time to its Fixed Route counterpart, including walk/wheel time. Paratransit is not permitted to be a longer ride than fixed route.
- Completed Trips by Passenger
- Passengers by Fare Type (with ability to differentiate between passenger types)
- Reservation Audit – Checks for double bookings, missing times, trips made in opposition of other business rules.

Dispatch & Scheduling

- Test Trips to Cancel
- Unused Runs to Delete – Leaving unused runs open from the day of service causes havoc with our reports and must be deleted.
- Slack Time, Slack Percentage, Instances of Slack (30 minutes or more)
- Run Violation Codes
- No Show Audit – Confirming that no shows were performed within business rules, including distance of the scheduled location.
- Location File Audit – bookmarked locations are checked for missing or bad data entries, including address points, comments exceeding the character limit, possible geodata errors if operators are going to a different location than scheduled.
- Potential Location Files – locations we haven't bookmarked yet, but go to a lot.
- Location File Updates Will Affect – changes in a location file that need to be applied to client records, subscription trips, etc. and customers may need to be notified.
- Subscription Trip Audit – subscription trips are checked for missing or bad entries, possible improvements in grouping with other trips, on time performance, etc.
- Potential Subscription Trips – trips customers take a lot, around the same time of day, which may be a good fit.
- Trips Search by Street – Number, Partial Street Name, Zip, Map Page, or Location Name.
- Trips Assigned to Service Provider – Our overflow provider has a different vehicle logo. We send a night-before call out message blast to customers assigned one of their vehicles.
- Where's My Ride – A simple listing of trips, ETAs allowing us to have temporary employees fill in to help without needing to know how to navigate all of our software.
- Automated Notification Settings – An audit to verify that multi-step settings are correctly configured at the trip level.
- Master Trip List – We refer to this as a "Cross Reference Report". Contains all of the trips in the system for the day with their current status. Run the night before and potentially throughout the day in the event of system issues on the day of service.
- Passengers/Trips per Hour

Eligibility

- Total Registered Paratransit Passengers
- Active Riders (over last 90 days)
- Applications Processed
- Appeals – With determinations upheld vs. overturned)
- Minimum Days to an Eligibility Appointment
- Average Time to Process Eligibility – Start, Pause and Resume (if extra information is requested), and Stop Dates must equal less than 21 days for compliance.
- Monthly Eligibility Determinations and Statuses – Unconditional, Conditional, Transitional, Visitor, Ineligible, No Show, Reschedule, Self Select Out, Pending Verification, etc.
- Automated Notification Settings – An audit to verify that multi-step settings are correctly configured at the client file level.
- Recertification Needed – Eligibility expires soon. Used to send out letters and applications.
- Activity Summary – Interview, Assessment, Appeal, and the outcome of those activities, etc.
- Customer Contact Lists – mailing address, phone, email, preferred method of contact, language. Includes master, for a list of client IDs, or for a specific trip date.
- Conditional Eligibility Codes by Client
- Locate Client by Telephone Number – full or partial number
- On Time Performance by Client

Pathway Assessment

- Pathway Assessment Summary by Client – Queued for review, fixed route recommended, fixed route not recommended, etc., with specific addresses and estimated count of how often those trips occur in a month.
- Pathway Assessment Summary Total Counts. Used to calculate cost avoidance/success of the program.

Travel Training

- Registered Travel Training Passengers - Enrolled in training, may or may not also be enrolled in paratransit.
- Current Travel Training Students – Activity in the past year.
- Current Travel Training Activity Between Dates
- Paratransit Eligibility Level – Unconditional, conditional, etc. if applicable.
- Referred to Travel Training Queue
- Travel Training Summary by Client – Activities (Referral, route orientation, evaluation, etc.) and Results (Successful, cancelled, more training needed, etc.). Includes specific addresses and short comments on activities where applicable. Longer comments are entered into a Microsoft Word doc and just uploaded to the client's file.
- Travel Training Successful Sessions – The details, including manually entered estimated trip counts for Travel Training sessions ending in "Successful". Used to calculate cost avoidance/success of the program.

Service Providers

- Employee Roster
- Incident Management Logs
- MDD Message History
- Invoicing
- Reconciliation Audit – An audit to verify that all required information has been added into a trip booking including odometer counts, times, fare and passenger information and that trips are in time and mileage order.
- Run Changes – What changes occurred to an Operator's run including trips added/removed, breaks, change to scheduled start or end time, etc.
- On Time Performance by Operator – Pull In/Pull Out Times and Pickup/Appointment Times
- AVL error messages – MDD still signed in, no communication, etc.
- Fares by Service Provider

Back End

- System Settings
- Security by User/Group
- Polygon Settings
- Table Definitions

Other Metrics Currently Obtained Elsewhere

- Call Center Statistics – We collect these from the Avaya Aura Contact Center software. Abandonment Rate, Hold Times within thresholds, Call Wait Times, etc.
- Complaints & Compliments – We collect these from the Microsoft CRM software.
- Accidents & Incidents – These are filed through our Risk Department and calculated externally.
- Maintenance Metrics – Miles Between Road Calls, Fuel Use, etc.
- No Show suspensions and administrative reviews/appeals – Currently housed in Excel.

In addition to reporting metrics, our current software is used to generate the following letters:

- Eligibility & Eligibility Appeal Determinations

Automation of other standard letters, such as no-show warnings and suspensions, or upcoming need to recertify for paratransit would be of benefit.

EXHIBIT H
CONTRACTOR PERFORMANCE MANAGEMENT PLAN
PERFORMANCE DEFICIENCY CREDITS

The foundation of a successful project is the adherence to scope, schedule, and budget with the quality expected. The Project Schedule as agreed between the parties and incorporated into the contract will be used to manage Contractor performance. At the discretion of Capital Metro and for reasons caused solely by Contractor, the Contractor will be assessed a Performance Deficiency Credit (“PDC”) when a Phase End Milestone due date is missed. When that occurs, the Contractor is expected to provide additional resources or other measures needed to get back on schedule. The Contractor will not be assessed a PDC for any delays caused by Capital Metro.

A PDC may be withheld only from the Payment Milestone for which it is assessed and at rates not exceeding the amounts set forth in the following chart. For any given PDC, Contractor shall accrue an earn back equal to [90%] of the PDC upon successful completion of the Payment Milestone, which shall then be paid to Contractor.

Earned back time limit will apply as noted in the chart below.

		Performance Deficiency Credits					
Payment Milestone	Payment Value (% of Contract)	Disincentive	Payment Received	Payment Withheld	Payment Lost	Earned Back	Earned Back Time Limit
Plan	5%	> 30 days late	50%	50%	0%		
Design	10%						
Develop	15%						
Test	15%						
Deploy/Go Live	45%						
Closeout	10% + Any Payments Withheld	> 30 days late	90%	0%	10%	90%	Within 90 days
		31-90 days late	80%	0%	20%	90%	
		> 90 days late	70%	0%	30%	90%	

Example:

1. Release valued at \$100,000
2. 31 days late for each payment milestone
3. Closeout of release is completed within 30 days after being over 31 days late.

Payment Milestone (Value)	Payment Received	Payment Withheld	Payment Lost	Earned Back
Plan (\$5,000)	\$2,500	\$2,500	\$0	
Design (\$10,000)	\$5,000	\$5,000	\$0	
Develop (\$15,000)	\$7,500	\$7,500	\$0	
Test (\$15,000)	\$7,500	\$7,500	\$0	
Deploy/Go Live (\$45,000)	\$22,500	\$22,500	\$0	
Closeout (\$10,000 + \$45,000 of payments withheld)	\$44,000	\$0	\$11,000	\$9,900

EXHIBIT I-REVISED-1
HOSTED SOLUTIONS

**ADDITIONAL TERMS AND CONDITIONS FOR THE PERFORMANCE OF INFORMATION
TECHNOLOGY (IT) PRODUCTS AND SERVICES**

1. DEFINITIONS

Unless otherwise specified in Exhibit E of the Contract, the following definitions shall apply, if applicable:

- (a) "Acceptance" shall have the meaning set forth in Section 4(e) of this Exhibit.
- (b) "Applicable Laws" means any and all applicable statutes, laws, treaties, rules, codes, ordinances, regulations, permits, interpretations, or orders of any Federal, state, or local governmental authority having jurisdiction over the Project, the Contract, and the parties all as in effect as of the date of the Contract and as amended during the Service Term of the Contract.
- (c) "Application" means the technical system, platform, application and/or subscription services to be provided by the Contractor, as may be further described in the Technical Specifications.
- (d) "Authority Data" means all data, content and information:
 - (i) submitted by or on behalf of the Authority or Customers to the Contractor or loaded into the System,
 - (ii) obtained, developed, produced or processed by the Contractor or by the Application or System in connection with the Contract, or
 - (iii) to which the Contractor has access in connection with the Contract, and all derivative versions of such data, content and information, and any derivative versions thereof, in any form or format.
- (e) "Authority Electronic Property" means:
 - (i) any websites controlled by the Authority,
 - (ii) any Authority mobile device apps,
 - (iii) any interfaces to the Authority's information technology systems,
 - (iv) any other kiosks, devices or properties for consumer interaction that are created, owned, or controlled by the Authority, and
 - (v) versions and successors of the foregoing, any form or format now known or later developed, that may be used by Customers.
- (f) "Confidential Information" shall have the meaning set forth in Section 9(b) of this Exhibit.
- (g) "Contractor's Certification" shall have the meaning set forth in Section 4(d) of this Exhibit.
- (h) "Contractor Technology" means:
 - (i) the System,
 - (ii) the Application, and
 - (iii) any technology, information, content and data, together with intellectual property rights related thereto, owned or used by the Contractor in the performance of the Services.
- (i) "Customer" means any purchaser of products or services from the Authority.
- (j) "Deliverables" means all information, data, materials, devices (including equipment and hardware), software (including the Application) and other items to be delivered by the Contractor to the Authority, as specified in the Project Plan.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

- (k) "Documentation" means the documentation provided to the Authority, including user manuals and operator instructions related to the Application furnished by the Contractor to the Authority in any format, including paper and electronic.
- (l) "Malware" means any malicious data, code script, active content program, or other malicious software that could damage, destroy, alter or disrupt any computer program, data, firmware or hardware.
- (m) "Process" or "Processing" means, with respect to any Authority Data, to migrate, 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 any Authority Data with information from other sources and the application of algorithmic analysis to create new or derivative data sets from any Authority Data.
- (n) "Project" means the project related to the Application and the Authority's information technology systems as described in more detail in this Exhibit.
- (o) "Project Plan" means the project plan for the implementation, customization, configuration and/or installation or hosting of the Application and the Services and Deliverables required for the Project, as approved by the Authority in writing.
- (p) "Remediation Efforts" means, with respect to any Security Incident, activities designed to remedy a Security Incident, which may be required by Applicable Law or by the Authority's or the Contractor's policies or procedures or under the Security Requirements, or which may otherwise be necessary, reasonable or appropriate under the circumstances, commensurate with the nature of such Security Incident.
- (q) "Security Incident" means:
- (i) the loss or misuse of Authority Data and/or the Authority Electronic Property;
 - (ii) the inadvertent, unauthorized, or unlawful processing, alteration, corruption, sale, rental, or destruction of the Authority Data and/or the Authority Electronic Property;
 - (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 (viii).
- (r) "Service Levels" shall have the meaning set forth in Section 11(a) of this Exhibit.
- (s) "Security Requirements" means security measures under Applicable Laws, industry best practices and other reasonable physical, technical and administrative safeguards, procedures, protocols, requirements and obligations related to facility and network security in order to protect Authority Data and the Authority Electronic Property from unauthorized processing, destruction, modification, distribution and use, as approved in writing by the Authority.
- (t) "Service Term" means:
- (i) the term of the contract as set forth in Exhibits A or E to the Contract, or
 - (ii) with respect to any hosted service related to the Application, the specific term or period for subscription services set forth in Exhibits A or E of the Contract.
- (u) "Services" means all services to be performed by the Contractor for or on behalf of the Authority or Customers, as described in the Project Plan and this Exhibit.
- (v) "System" means an application, network, database or system provided or used to perform the Services by the Contractor.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

- (w) "Technical Specifications" means the technical specifications, functional specifications, descriptions, designs, standards, instructions, and business requirements of the Authority related to the Application and the Authority's information technology systems, as may be further described in the Contract.
- (x) "Termination Assistance Services" means the Contractor's cooperation with the Authority in order to assist in the transfer of Authority Data to the Authority and to facilitate the transition to an alternative software or service for the Application at such time when the Authority may obtain authorization and/or funding for such replacement.
- (y) "Updates" means all bug fixes, error corrections, patches, updates, upgrades or new releases or version of the Application during the Service Term.

2. CONTRACTOR REQUIREMENTS

(a) Unless specified in the applicable Project Plan, the Contractor shall furnish, at its own expense, all resources, personnel, equipment, tools, and supplies necessary for the full access and use of the Application and the timely performance of the Services and the Deliverables. The Contractor may use any means necessary and appropriate to perform the Services and the Deliverables under the Contract; provided, however, that in no event shall the Contractor take any action that may subject either it or the Authority to civil or criminal liability.

(b) The Contractor will establish and manage all Security Requirements necessary to protect the integrity of the Authority Data and permit appropriate access to the Application and the Authority Electronic Property. The Contractor will enable and stop access as users enter and leave the Application. The Contractor will cooperate with and assist the Authority and its other Project contractors to implement security protocols (e.g., firewalls, SSI, etc.) and take appropriate actions with respect to the Application and all Authority Data stored therein and the Authority Electronic Property so as to enable the Contractor to satisfy its obligations under the Contract and to help prevent the loss, alteration or unauthorized access to the Application and all Authority Data stored therein, or the Authority Electronic Property, to the extent within the Contractor's control. The Contractor will, upon the Authority's request, for each year of the Term of the Contract under the Project Plan, provide to the Authority copies of monthly firewall logs and third-party audit reports, summaries of test results and other equivalent evaluations with regard to security and confidentiality in connection with the Services that the Contractor provides to the Authority. The Contractor will use commercially reasonable efforts in accordance with the Security Requirements to secure the Application and all Authority Data stored therein against access by parties external to the Project and by unauthorized users, and against damage, disruption and other activity aimed at data availability or the services or other trespass or illegal actions. The Contractor will employ computer anti- Malware protections and other reasonable commercial means to ensure a safe computing environment. The Contractor agrees that it will, and it will cause its personnel and contractors to timely comply with the Authority's privacy policies and safety and network security policies, as the same may be provided to the Contractor, at all times while on-site at the Authority's facilities or remotely accessing the Authority's systems or facilities (including Authority Electronic Property). The Contractor and/or its designated third-party auditor(s) will perform all audits necessary to ensure the Authority Data integrity and adherence to the Security Requirements of the Project. As part of its routine audits, the Contractor will, on a regular basis, test the integrity of Authority Data backed up by the Authority or its Project Contractors.

(c) The Contractor shall adopt and implement all facility and network security, disaster recovery plans and back-up plans as to protect against data loss, theft and unauthorized access, disclosure and use of the Application, Authority Data, Authority Electronic Property and the Authority's Confidential Information and to ensure the integrity and continuity of the performance of Services and the Project under the Contract. The Contractor will use best efforts in accordance with industry best practices and standards for this requirement and consult and cooperate with the Authority and its other contractors who operate or access the Authority's data center and network systems (including the Authority Data and the Authority Electronic Property) in the performance of the Services.

(d) The Contractor and/or its designated third-party auditor(s) will perform all audits requested by the Authority or otherwise necessary or required under the Security Requirements to ensure data integrity and

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adherence to the requirements of the Project. As part of its routine audits, the Contractor will, on a regular basis, test the integrity of Authority Data backed up by the Authority's or its Project contractors.

(e) The Contractor, as well as its agents, representatives, and employees, shall comply with all of the Authority's rules, regulations, and guidelines pertaining to the Authority Data and the Authority Electronic Property and the Authority's information technology system then in effect when on-site at the Authority's premises and all Applicable Laws.

(f) The Contractor will timely and promptly notify the Authority upon discovering or otherwise learning of any Security Incident involving Authority Data but in no event shall such notice exceed the time periods for notice required under Applicable Laws. Following any Security Incident, the Contractor will consult in diligent good faith with the Authority regarding Remediation Efforts that may be necessary and reasonable. Without limiting the foregoing, the Contractor will:

(i) immediately undertake investigations (internal or in cooperation with a governmental body) of such Security Incident, including forensics,

(ii) timely share with the Authority any Security Incident-related information, reports, forensic evidence and due diligence obtained from the investigation into the Security Incident and cooperate with the Authority in response to regulatory, government and/or law enforcement inquiries and other similar actions,

(iii) cooperate with the Authority with respect to any public relations and other crisis management services, and litigation with respect to such Security Incident (including, but not limited to, class action suits or similar proceedings); and in each instance of Security Incident, be liable and responsible for payment of legal costs, disbursements, fines, settlements and damages.

To the extent that the Authority is bound to comply with any interlocal agreements pertaining to shared information (including the Authority Data), the Contractor agrees that it will comply with, and cooperate with the Authority in its compliance, with all rights and obligations pertaining to the Authority Data under such interlocal agreements.

(g) Any notifications to Customers or any employees of the Authority regarding Security Incidents will be handled exclusively by the Authority and the Contractor may not under any circumstances contact Customers or employees of the Authority 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 authority 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 Customers and any employees of the Authority regarding a Security Incident and the Contractor will assist with sending such notices if so requested by the Authority.

3. PROJECT PLAN AND MILESTONE DEADLINES

(a) The Contractor shall provide Services necessary to assess and evaluate the Authority's business requirements and information technology systems in order to create, deploy, configure, customize, migrate, deliver and/or implement the Application and any Authority Data to be migrated, interfaced to or used in conjunction with the Application unless otherwise provided or specified by the Authority, the Contractor will prepare for the Authority's review and approval a Project Plan setting forth in detail:

(i) the scope of the Project and the Services required to complete the Project,

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- (ii) the milestones and schedule for completing all tasks and requirements for the Project (including the creation, deployment, configuration, customization, migration, and implementation of the Application and any Authority Data,
- (iii) all Authority Electronic Property required for access and use of the Authority and any Authority Data hosted by the Contractor,
- (iv) all Deliverables and
- (v) all acceptance criteria, testing and post-implementation tasks.

No Project Plan will be effective until approved in writing by the Authority's designated project manager.

(b) This is a fast-track Project with completion deadlines that cannot reasonably be extended. For this reason, it is the desire of the Authority to recognize any likely budget overruns as soon as possible, and by the Contract it is employing the Contractor to perform design monitoring, estimating, value analysis and other functions to help the Authority meet the Project budget. At any time that the Contractor develops concerns about the integrity of the budget for the Project, the Contractor shall promptly advise the Authority of the concerns through a variance report, which shall, at a minimum, state:

- (i) the Contractor's concern;
- (ii) the apparent cause of the concern, delay, or budgetary issue;
- (iii) in the event of a concern about a delay, specifically demonstrate the negative impact of the delay to the critical path for the Project Plan;
- (iv) define any cost impacts to the Project; and
- (v) provide the Contractor's proposed resolution to the concern. If any estimate submitted to the Authority exceeds previously approved estimates or the Authority's budget, the Contractor shall make appropriate recommendations to the Authority.

(c) If, using reasonable project monitoring techniques, the Authority determines, in its sole discretion, that it is unlikely or fails to meet a completion date or a cost estimate due under the Project Plan for any reason regardless of which party is at fault, in addition to any other rights and remedies that may be available to the Authority, at no additional cost to the Authority and at the Authority's option, the Contractor shall provide all necessary additional personnel at its own cost to accelerate performance as may be required or necessary to complete the activities required under the Project Plan within a re-adjusted time frame agreed to by both parties in a change order. The completion date shall be considered met if completed in accordance with the terms of the Contract within ten (10) working days of the originally estimated completion date. The Contractor will provide the Authority with prior written notice for any delays impacting the Application module/track delivery or other Services completion under the Project Plan in the form of a proposed change order.

(d) The Contractor shall use its best efforts after obtaining explicit consent from the Authority to re-sequence the Services to overcome and/or mitigate, to the greatest practicable extent, the effect of any delays regardless of the cause of such delays. Without limiting the foregoing, the Contractor shall diligently prosecute its Services in order to meet the proposed start date for the Application despite a dispute with the Authority relating in any way to the Contract, including without limitation any and all the Contractor's claims for modifications to the payments due to the Contractor. The Contractor and the Authority shall cooperate to resolve all disputes and to adjust the Project Plan accordingly by Contract modification in a timely manner (not to exceed two (2) weeks from the date of notice).

(e) Should the Contractor not progress in its performance of Services at a rate commensurate with the Service Term of the Contract, or fail to meet any scheduled date under the Project Plan, the Authority may, in its sole discretion, direct the Contractor to accelerate the Services by employing additional personnel and equipment or providing overtime to existing personnel as is necessary to complete the Application by the start date, or any portion of the Application by the milestone date specified in the Project Plan. Such the Authority-ordered acceleration shall be at the cost of the Contractor.

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4. ACCEPTANCE

- (a) Unless otherwise defined or specified in an Exhibit to the Contract, the provisions set forth in this Section shall determine the Authority's Acceptance of the Application.
- (b) Implementation of the Application shall be completed in a timely manner and appropriate tests conducted by the Contractor with the cooperation of the Authority to facilitate Acceptance of the Application as more fully set forth in the Project Plan; provided, however, that the Authority may upon written request require that the Contractor perform testing with cooperation of the Authority.
- (c) When each component of the Application has been developed and tested by the Contractor as being ready for operational testing, the Contractor shall notify the Authority in writing. The Authority shall provide reasonable assistance to commence operational testing.
- (d) Unless otherwise specified in the Project Plan, within thirty (30) days after operational testing, the Contractor shall certify in writing that the Application component conforms to the Technical Specifications and is capable of being put into full commercial productive use in accordance with the Technical Specifications and otherwise meets the functional and business requirements set forth in the Contract ("the Contractor's Certification"). The Contractor Certification shall not be issued by the Contractor unless the Contractor has completed all tasks required for the installation, configuration, deployment (including data migration) and hosting or operational testing of the Application and such instance is ready for final testing and launch for production use by the Authority and Customers.
- (e) The Application shall be finally accepted by the Authority when:
- (i) each component of the Application is fully operational and properly configured by the Contractor, as applicable, and/or
 - (ii) when the instance of the Application is properly configured and made available to the Authority for production use on the Contractor's hosted environment, each in conformity with the Security Requirements and Technical Specifications outlined in the Contract ("Acceptance").
- (f) If there is any objection to Acceptance, the Authority will provide the Contractor with a written notice (the "Defect Notice") reasonably identifying any claimed discrepancies between the actual performance of the Application component and the requirements set forth in the Contract within thirty (30) days after the issuance of the Contractor's Certification.
- (g) Upon receiving a Defect Notice from the Authority, the Contractor shall confer with the Authority and jointly review each asserted discrepancy to determine if the claimed discrepancy is valid. The Contractor shall either promptly correct the discrepancy and resubmit the Application component for acceptance by the Authority on the same basis as initially submitted or terminate the Contract. If, in the reasonable professional judgment of the Contractor such discrepancy is not valid, the Contractor shall so notify the Authority in writing.
- (h) The written explanation of the Contractor set forth herein shall be deemed accepted by the Authority within thirty (30) days after the Authority's receipt of the written explanation and Acceptance shall be deemed to have occurred unless the Contractor receives from the Authority written notice rejecting such explanation and detailing exactly how the Application component does not conform with the Technical Specifications and/or Security Requirements. If the Application is not accepted by the Authority following two (2) attempts by the Contractor to provide an undisputed the Contractor's Certification, the Authority may terminate the Contract with respect to that particular component or the entire Application, at its sole discretion.
- (i) The foregoing Acceptance procedure shall apply with respect to the Authority's Acceptance of the overall turn-key system comprising all components of the Application (including migrated Authority Data, if applicable) in a condition ready for immediate use and operation by the Authority
- (i) in its facilities and/or the operating environment if a component of the Application is installed, or
 - (ii) via the Contractor's hosted servers for the instance of the Application is hosted, as applicable, on or before the start date set forth in the Project Plan.

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- (j) In the event that the Authority, upon final review, does not accept the Application or only makes a partial acceptance of the Application, the Authority may elect to:
- (i) accept delivery of the Application "AS IS" at a negotiated equitable reduction in the price and payment schedule for both the Application and any Services; or
 - (ii) terminate the Project and receive a refund of all fees paid in advance to the Contractor, which in such event, the Contractor shall immediately repay all fee advances paid by the Authority under the Project Plan and the Authority may retain all holdbacks.

5. TRAINING

The Contractor will perform all training required for access and use of the Application upon initial deployment and during the Service Term, as reasonably requested by the Authority. The Contractor will at a minimum provide the Authority with sufficient training and instruction on the use and operation of the Application. Such training will be performed at the Authority's facilities (unless otherwise agreed upon by the parties in the Project Plan).

6. APPLICATION SUPPORT AND PERFORMANCE

- (a) The Contractor shall:
- (i) promptly notify the Authority of any errors in the Application of which it learns from any source;
 - (ii) respond to user identified Application errors in no more than 4 hours after notification, and implement corrected Application copies or corrections or bypasses such that the Application performs in all material respects in accordance with the Documentation, within one (1) business day thereafter;
 - (iii) provide to all authorized users on a 24 hours per day, 7 days per week basis, all reasonably necessary telephone or web consultation requested by them in connection with their use and operation of the Application; and
 - (iv) treat any Application dumps, Authority Data, tapes or any other documentation provided from users to resolve a reported problem as Confidential Information of the Authority.
- (b) The Contractor will periodically release maintenance Updates with minimum impact and downtime to the Authority and after business hours. At no additional cost to the Authority, the Contractor will provide access to all maintenance Updates and all new features and functionalities of the Application that are provided by the Contractor to any of its other customers. In each case, the Contractor will provide the Authority with prior written notice (by as much time as practicable but in no event less than one (1) day(s) of the release by the Contractor of any Updates, and will implement such Updates (including any configuration or integration thereto) for access and use by the Authority at no additional cost to the Authority. If the Authority requests the Contractor to test such Updates, the Contractor will promptly test such update to the Authority at no additional cost. If any Update is installed, such Update will thereupon be deemed to be part of the relevant Application upon delivery subject to Acceptance by the Authority. All such Updates, where reasonably necessary, will be accompanied by updated Documentation. The Contractor covenants that each upgrade and will be backwards compatible with all parts of the Application.
- (c) The Contractor will use commercially reasonable efforts to maintain the Application with a high level of quality and performance consistent with industry standards and the state-of-the-art technology.
- (d) To the greatest extent possible, the Contractor will schedule maintenance during times least disruptive to the Authority's use of the Application. Scheduled maintenance is a period in which the Authority is notified in advance, during which the Contractor may suspend availability of all or part of the Application in order to carry out maintenance activities. Scheduled Maintenance will be scheduled after normal business hours ("Maintenance Window"). To the extent possible, the Contractor will perform maintenance without suspending the Application (i.e., hot) and will coordinate with the Authority by written notice to schedule maintenance requiring downtime at such hours and date least disruptive to its business.

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(e) The Authority will be notified by e-mail not less than three (3) calendar days in advance of any period of Scheduled Maintenance that will require suspension of all or the majority of the Application for a period of one (1) hour or more. The Authority will be notified by email not less than seven (7) calendar days in advance of any period of Scheduled Maintenance that will require suspension of all or the majority of the Application for a period of more than one (1) hour. The Contractor will schedule any period of Scheduled Maintenance that requires suspension of all or a major part of the Application for more than three (3) hours during a Maintenance Window on a Friday night, or Saturday or Sunday morning.

7. ADDITIONAL REPRESENTATIONS AND WARRANTIES

In addition to all other representations, warranties, and covenants included in the Contract, Contractor represents, warrants, and covenants, for itself, its employees, subcontractors and agents that:

(a) it is not contractually prohibited from engaging in the Services or providing the Deliverables, and that it is not a party to any contract or under any obligation which conflicts with the terms of the Contract or which prohibits Contractor from carrying out its responsibilities under the Contract;

(b) it is fully able to furnish the Services as contemplated by the Contract;

(c) there are no contracts to which it is a party which would prevent its timely and complete performance of the terms and conditions of the contract, and the Contractor agrees not to enter into any such contract during the pendency of the Contract;

(d) it is experienced in the type of software engineering necessary for completion of the Project, and it understands the complexity involved in this type of project and the necessity of coordination of its Services with stakeholders within which the Project will be performed;

(e) there are no contracts to which it is a party which would prevent its timely and complete performance of the terms and conditions of the contract, and the Contractor agrees not to enter into any such contract during the pendency of the Contract;

(f) the Application will not contain any Malware at all times during which the Application is made available for access and use by the Authority's user or Customers, or any Authority Data is processed using the Application. Any patches, Updates, upgrades or error corrections to the Application provided by the Contractor likewise will not contain any Malware;

(g) the Application will not contain any security mechanisms, including, but not limited to, copy protect mechanisms, encryptions, time-activated disabling devices or other codes, instructions or devices which may disable the modules or other software or erase or corrupt data;

(h) the Application will comply with all Applicable Laws at all times from the date of Acceptance to the expiration of the applicable warranty period;

(i) With respect to the Application,

(i) all modules and other materials (other than third party software and hardware approved by the Authority) will be original;

(ii) there is, and on the date of Acceptance will be, no claim, litigation or proceeding pending or threatened against the Contractor with respect to the Application, or any component thereof, alleging infringement or misappropriation of any patent, copyright, trade secret, trademark or any other personal or proprietary right of any third party in any country; and

(iii) the Application, and any use thereof, shall not infringe upon any Intellectual Property Right of any third party in any country; and

(j) The System will not contain or otherwise be developed using any Open Source Software (as defined below) in a manner that subjects the Authority to any license obligations of such Open Source Software. "Open Source Software" means any software licensed under terms requiring that other software combined or used or distributed with such software:

(i)

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- (ii) be disclosed or distributed in source code form, or
- (iii) be licensed on terms inconsistent with the terms of the Contract.

8. ADDITIONAL WARRANTY REMEDIES

The Authority is entitled to all warranties implied by law or regulation. These warranties shall survive any Acceptance and payment by the Authority for the Services and are in addition to, and shall not be construed as restricting or limiting the warranties of the Contractor, express or implied, that are provided by law or exist by operation of law. For any breach of the warranties contained in this Section, the Authority's remedy, in addition to all remedies available at law or in equity, shall be:

(a) For Application. The correction of errors that cause breach of the warranty. If the Contractor is unable to provide such error corrections or otherwise make the Application operate as warranted within the periods specified in the Contract, the Authority shall be entitled to terminate the Contract with respect to the affected module/track and recover a prorated amount paid to the Contractor based on each module, which prorated amount will be calculated based on a useful life of five years from the date of final Acceptance. If, however, the loss of functionality cause by such error impacts the overall turn-key system performance of the Application, then the Authority shall be entitled to terminate the Contract with respect to all modules/tracks and recover all amounts paid to the Contractor by the Authority. The Contractor shall not be responsible or liable for any errors that are determined to be attributable to the Authority's failure to comply with any user requirements under the applicable Technical Specifications, or any Force Majeure event.

(b) For Deliverables. The correction of errors that cause breach of the warranty by re-performing the Services necessary to create the Deliverables and by providing Deliverables conforming with the Technical Requirements at no cost to the Authority.

(c) For Services. The re-performance of any Services not conforming to the warranty at no cost to the Authority.

9. OWNERSHIP OF THE AUTHORITY MARKS, AUTHORITY DATA AND AUTHORITY ELECTRONIC PROPERTY

(a) The Contractor will not:

(i) use or register any trademark, service mark or domain name that is identical to or confusingly similar to any trademark, service mark, logo or other name owned or used by the Authority, including domain names and trade dress; or

(ii) create, acquire, license or support any internet keyword or search term that contains any such marks or other Intellectual Property Rights owned or licensed by the Authority, except as expressly provided in the Project Plan and only in the performance of the Services for the benefit of the Authority. All use thereof inures solely to the benefit of the Authority and is subject to the Authority's quality control and standard guidelines.

(b) 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 any Authority Data and Authority Electronic Property, together with all improvements, derivative works or enhancements to any of the foregoing and all intellectual property rights related thereto. Except as expressly authorized in this Exhibit or the Contract in the performance of the Services solely for the benefit of the Authority or Customers, 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 or Authority Electronic Property. The Contractor will not use any Authority Data or Authority Electronic Property in a manner that is harmful to the Authority.

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10. PROPRIETARY INFORMATION AND NON-DISCLOSURE

(a) The Contractor acknowledges and agrees that the Contract creates a relationship of confidence and trust on the part of the Contractor for the benefit of the Authority. During the term of the Contract, the Contractor may acquire certain “Confidential Information” (as defined herein) from or regarding the Authority employees, agents and representatives or documents, or otherwise as a result of performing the Services of the Contractor hereunder.

(b) “Confidential Information” as used herein, shall mean and include, without limitation:

(i) Any information concerning the Authority or the Project, which is provided by the Authority or any Project team members to the Contractor, such as accounting and financial data, product, marketing, development, pricing and related business plans and budgets, and all of the information and plans related to the Project, which are not published;

(ii) All Authority Data; and

(iii) the Authority Electronic Property.

(c) The Contractor acknowledges and agrees that all such Confidential Information is and shall be deemed the sole, exclusive, confidential and proprietary property and trade secrets of the Authority at all times during the Service Term and following any expiration of termination hereof. The Contractor agrees to hold in confidence without disclosing or otherwise using any Confidential Information, except as such disclosure or use may be required in connection with and limited to the Services of the Contractor hereunder.

(d) The Contractor acknowledges and agrees that the Authority would not have entered into the Contract unless the Authority were assured that all such Confidential Information would be held in confidence by the Contractor in trust for the sole benefit of the Authority.

(e) During the Service Term, the Contractor shall not improperly use or disclose any proprietary information or trade secrets of any third party and will not bring on to the premises of the Authority any unpublished documents or any property belonging to any third party unless consented to in writing by the third party.

(f) The Contractor’s obligation of confidentiality hereunder shall not apply to information that:

(i) is already in the Contractor’s possession without an obligation of confidentiality;

(ii) is rightfully disclosed to the Contractor by a third party with no obligation of confidentiality;
or

(iii) is required to be disclosed by court or regulatory order, provided the Contractor gives the Authority prompt notice of any such order.

(g) Upon any termination or expiration of the Contract, the Contractor agrees to deliver to the Authority any and all Confidential Information except that the Contractor may keep one file copy of any Confidential Information pertinent to its rights and obligations surviving the expiration or termination of the Contract, which copy shall be held in confidence in accordance with this Section.

11. HOSTED SERVICES

With respect to the Application and/or any Authority Data hosted or Processed by the Contractor, the following terms will apply:

(a) Unless otherwise designated in the contract or agreed upon in writing by the Authority, the Contractor will use commercially reasonable efforts to make the Application available 24 hours per day 7 days a week. The Contractor represents that access to the Application for The Authority and its Customers will be maintained at an availability standard of 99.99% as measured over the course of a calendar month, excluding Standard Exceptions (the “Service Levels”). “Standard Exceptions” to the 99.99% service-availability standard shall mean scheduled maintenance, maintenance downtime to resolve extraordinary

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technical problems with the Application or the host operating environment, force majeure (including state or federally declared natural disasters in the Contractor's physical locations), or technical difficulties attributable to any non-Contractor computer hardware, or technical difficulties attributable to the Authority's interface with the Application unless such technical difficulties are the direct fault of the Contractor. The Contractor agrees to measure and provide a detailed report to the Authority, on a monthly basis, showing the Contractor's provision of the Application as compared to the Service Levels.

(b) Unless otherwise approved in writing by the Authority, the Contractor must host the Application in the United States of America ("U.S.A.") at the location(s) specified by the Contractor, must provide services under the Contract with resources (e.g., hardware and software) located in the U.S.A, and must not transfer or process any Authority Data outside of the U.S.A.

(c) In the event of the expiration or termination of the Service Term, upon the Authority's written request, the Contractor will provide Termination Assistance Services for a period of time commencing on the effective date of termination or expiration of the Contract and ending on a date designated in advance by the Authority.

(d) 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 that 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. THE AUTHORITY'S RIGHTS TO ACCESS AND USE APPLICATION

The Contractor hereby grants to the Authority, Customers (but only in their capacity as Customers), and third-party service providers providing services to the Authority (but only in their capacity as the Authority's service providers) a non-exclusive, worldwide, royalty-free license to access and use the Application during the Service Term. Such license shall be enterprise-wide for an unlimited number of users or transactions, unless limitations on use are expressly agreed upon by the Authority in the Contract. The Authority may allow its contractors and service providers to access and use the Application in the course of performing services for the Authority, including application development services, data processing and facilities management services.

13. USE OF AUTHORITY'S NAME

The Contractor agrees not to make any written use of or reference to the Authority's name for any marketing, public relation, advertising, display or other business purpose or make any use of Authority Data for any activity unrelated to the express business purposes and interests of the Authority under the Contract, without the prior written consent of the Authority, which consent will not be unreasonably withheld.

14. SPECIFIC PERFORMANCE

The Contractor acknowledges and agrees that the remedy at law for the breach of provisions of the Contract (particularly with respect to ownership of intellectual property and Confidential Information) may be inadequate and that the Authority may be entitled to injunctive relief without bond, in addition to any other rights or remedies which the Authority may have for such breach.

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15. INDEMNIFICATION

In addition to general indemnification set forth elsewhere in the contract, the following indemnification obligations shall apply:

The Contractor shall, to the proportionate extent that they are responsible, indemnify, defend and hold harmless the Authority and its trustees, directors, officers, employees, Customers and agents from and against any and all Claims and Losses of any nature or kind to the extent arising out of, caused by, or resulting from:

- (a) any failure of the Application or the Services to conform with Applicable Laws or the Technical Specifications or Security Requirements set forth in the Contract;
- (b) any Security Incident; and
- (c) any actual or alleged violation, infringement or misappropriation of any Intellectual Property Rights of a third party related to the Services and the Application, regardless of whether or not any such Claim or Loss is caused in part by any indemnitee. In particular, the Contractor acknowledges that the Contractor's obligation to indemnify the Authority extends to any liability arising out of any actual negligence by the Contractor in the delivery of any products or services under the Contract. Notwithstanding the foregoing, the Contractor shall not be liable to an indemnitee for any losses incurred by such indemnitee to the extent such claim is attributable solely to that indemnitee's sole negligence.

16. APPROVAL

Any approval given by the Authority shall not relieve the Contractor of its obligations and other duties under the Contract or be construed as an assumption or waiver by the Authority.

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EXHIBIT I-REVISED-1

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.

(a) “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 Contract, but excluding any data or information that is expressly defined as owned by the Contractor in the Contract.

(b) “Authority Electronic Property” means:

(i) any websites controlled by the Authority,

(ii) any Authority mobile device apps,

(iii) any application programming interfaces (API) to the Authority’s information technology systems,

(iv) any other kiosks, devices or properties for consumer interaction that are created, owned, or controlled by the Authority, and

(v) versions and successors of the foregoing, any form or format now known or later developed, that may be used by customers obtaining products or services from the Authority.

(c) “Contract” means that certain contract for products and services entered into between the Contractor and Authority to which this Addendum is attached or incorporated by reference.

(d) “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) and any

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financial standards or business requirements applicable to the Authority's business or the Authority Data and/or the Authority Electronic Property.

(e) "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.

(f) "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.

(g) "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.

(h) "Security Incident" means:

- (i) the loss or misuse of Authority Data and/or the Authority Electronic Property;
- (ii) the inadvertent, unauthorized, or unlawful processing, alteration, corruption, sale, rental, or destruction of the Authority Data and/or the Authority Electronic Property;
- (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 (viii).

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- (i) "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.
- (j) "Security Procedures" means statements of the step-by-step actions taken to achieve and maintain compliance with Security Requirements.
- (k) "Security Requirements" means the security requirements set forth below in Section 7 of this Addendum and any security requirements requested by the Authority from time to time.
- (l) "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. FISMA COMPLIANCE

Both parties will comply with all federal and state regulations, statues, and laws that govern this Agreement which includes, without limitation, the Federal Information Security Management Act, 2006 (FISMA) to the extent applicable to the Authority's business or the products and services provided by the Contractor. The Contractor accepts ultimate responsibility and liability for the protection and preservation of all Authority Data and the Authority Electronic Property through a security operational plan (the "Security Plan"). The Contractor will make available a current copy of the Security Plan for review upon the Authority's request. FISMA requires organizations to meet minimum security requirements by selecting the appropriate security controls as described by NIST Special Publication (SP) 800-53 revision 4, "*Security and Privacy Controls for Federal Information Systems and Organizations.*" Note that organizations must always reference the most current version of NIST SP 800-53 for the security control selection process. The Contractor should meet the minimum-security requirements detailed in FIPS Publication 200.

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 and the Authority Electronic Property. 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 or Authority Electronic Property. The Contractor will not use Authority Data or Authority Electronic Property 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 United States. The Contractor shall take reasonable steps to maintain the confidentiality of and will not reveal or divulge to any person or entity any Personal Identifying Information that becomes known to it during the term of this Contract. The Contractor must maintain policies and programs that prohibit unauthorized disclosure of Personal Identifying Information by its employees and subcontractors and promote training and awareness of information security policies and practices. The Contractor must comply, and must cause its employees,

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representatives, agents, and subcontractors to comply, with such commercially and operationally reasonable directions as the Authority may make to promote the safeguarding or confidentiality of Personal Identifying Information. The Contractor must conduct background checks for employees or sub-Contractors that have access to Personal Identifying Information or systems Processing Personal Identifying Information. The Contractor must limit access to computers and networks that host Personal Identifying Information, 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. In addition to the foregoing, to the extent that any Personal Identifying Information qualifies as Protected Health Information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA," found at Public Law 104-191), and certain privacy and security regulations promulgated by the U.S. Department of Health and Human Services to implement certain provisions of HIPAA and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and its implementing regulations found in the Omnibus Final Rule (collectively the "HIPAA Regulations") found at 45 C.F.R. Parts 160, 162 and 164, the Contractor will execute and abide by the rights and obligations set forth in the Business Associate Agreement of the Authority.

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:

(a) 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

(b) 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

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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 timely and promptly notify the Authority upon discovering or otherwise learning of a Security Incident involving the Authority Data or the Authority Electronic Property, to the extent within the Contractor's access, possession or control. 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:

- (a) 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,
- (b) ensure that such Remediation Efforts provide for, without limitation, prevention of the recurrence of the same type of Security Incident, and
- (c) reasonably cooperate with any Remediation Efforts undertaken by the Authority.
- (d) Without limiting the foregoing, the Contractor will:
 - (i) immediately undertake investigations (internal or in cooperation with a governmental body) of such Security Incident, including forensics,
 - (ii) timely share with the Authority any Security Incident-related information, reports, forensic evidence and due diligence obtained from the investigation into the Security Incident and cooperate with the Authority in response to regulatory, government and/or law enforcement inquiries and other

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similar actions, (iii) cooperate with the Authority with respect to any public relations and other crisis management services, and litigation with respect to such Security Incident (including, but not limited to, class action suits or similar proceedings); and in each instance of Security Incident, be liable and responsible for payment of legal costs, disbursements, fines, settlements and damages. To the extent that the Authority is bound to comply with any interlocal agreements pertaining to shared information (including the Authority Data), the Contractor agrees that it will comply with, and cooperate with the Authority in its compliance, with all rights and obligations pertaining to the Authority Data and/or the Authority Electronic Property under such interlocal agreements.

12. 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:

- (a) 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
- (b) 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.
- (c) 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.

13. 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.