



CONTRACT NO. 200316
(RFP 303410)
ENTERPRISE ASSET MANAGEMENT SYSTEM

CONTRACTOR:

INFOR PUBLIC SECTOR, INC.
13560 MORRIS ROAD, SUITE 4100
ALPHARETTA, GA 30004
Phone: (678) 319-8000
FAX: (678) 319-8682

AWARD DATE: October 31, 2018

CONTRACT TERM: Base Period two (2) years from contract Notice to Proceed plus Maintenance and Warranty – Option Period 1 (Year 3).

PRICE: Not to Exceed \$2,671,179.

PROJECT MANAGER: Bob Shugart
Telephone # (512) 369-7772
Email Address robert.shugart@capmetro.org

CONTRACT ADMINISTRATOR: Sean Wighaman
Telephone # (512) 369-6225
Email Address sean.wighaman@capmetro.org

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

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CONTRACT # 200316
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CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AUSTIN, TEXAS

AWARD/CONTRACT

1. SOLICITATION NO: 303410	2. CONTRACT NO.: 200316	3. EFFECTIVE DATE: See Contracting Officer's Signature Date
4. CONTRACTS ADMINISTRATOR		
NAME: Sean Wighamman	PHONE: 512-369-6225	
5. SHIP TO ADDRESS: Capital Metro 2910 East 5 th Street Austin, Texas 78702	6. DELIVERY TERMS: FOB Destination	7. DISCOUNTS FOR PROMPT PAYMENT: N/A
8. CONTRACTOR NAME & ADDRESS: Infor Public Sector 13560 Morris Road, Suite 4100 Alpharetta, GA 30004	9. REMITTANCE ADDRESS: (If different from Item 8)	
PHONE: (678) 319-8000		
FAX: (678) 319-8682		
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: Lindsay Pritchard
Associate General Counsel Signature: [Signature] Date: 10/31/18

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:

Notwithstanding any term or condition to the contrary in the Award/Contract, the Authority, at its sole election, may immediately terminate the Award/Contract by written notice to Contractor if Contractor fails to submit the required performance bond within fifteen (15) days from the effective date of this Award/Contract in accordance with Section 3 of Exhibit E of the Award/Contract. In such event, the Authority will not be liable for any payment or reimbursement to Contractor for any costs incurred by Contractor related to the Award/Contract.

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

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

Refer to Exhibit G-Revised-3. Exhibit G-Revised-3 shall be replaced in its entirety with **Exhibit G-Revised-4**, Contractual Terms and Conditions, attached hereto and made a part hereof for all pertinent purposes.

Exhibit L, INFOR CONSULTING FIXED PRICE SERVICES WORK ORDER, DATED OCTOBER 31, 2018, shall be attached hereto and made a part hereof for all pertinent purposes. Notwithstanding any term or condition to the contrary in the Award/Contract, the Acceptance Period(s) under Section 2.5 of Exhibit L will be five (5) business days.


Exhibit M, SaaS ORDER FORM, DATED OCTOBER 31, 2018, shall be attached hereto and made a part hereof for all pertinent purposes.

Exhibit N, SUBSCRIPTION LICENSE AND SERVICES AGREEMENT, DATED OCTOBER 31, 2018, shall be attached hereto and made a part hereof for all pertinent purposes.

ACCEPTED AS TO: Exhibit A-Revised-2, Pricing Schedule, all items stated in Pricing, Sections 7 and 8(1), inclusive, for a total not-to-exceed amount of \$2,671,179.00. Payment for Option Period 1 (Year 3) of the contract shall not occur any earlier than Year 3 of the contract in the amount of \$350,000.

SIGNATURE OF CONTRACTING OFFICER:

Typed Name: Muhammad Abdullah, C.P.M.
Contracting Officer

Signature:  Date: 10/31/2018

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
FPR-2

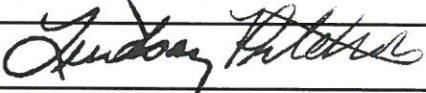
EXHIBIT A-Revised-2

PRICING SCHEDULE

RFP 303410

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)	Infor Public Sector, Inc.		
Address	13560 Morris Road, Suite 4100		
City, State, Zip	Alpharetta, GA 30004		
Phone, Fax, Email	PH: 678.319.8000	FAX: 678.319.8682	
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)	Lindsay Pritchard, Associate General Counsel		
Signature and Date			6/22/2018

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
No. 3	6/13/2018		
No. 4	6/15/2018		

3. PROMPT PAYMENT DISCOUNT

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

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

The Authority hereby accepts this offer.

Authorized Agent Name and Title (Printed)	
Signature and Date	
Accepted as to:	

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

For further information regarding Exhibit A, you may:

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

OR

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

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

EXHIBIT B

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:

California

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:

Infor (US), Inc.
13560 Morris Road, Suite 4100
Alpharetta, GA 30004
[REDACTED]

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) The offeror (and all joint venture members, if the offer is submitted by a joint venture) certifies that in connection with this solicitation:
 - (1) the prices offered have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, with any other offeror or with any other competitor;
 - (2) unless otherwise required by law, the prices offered have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening of bids in the case of an invitation for bids, or prior to contract award in the case of a request for proposals, directly or indirectly to any other offeror or to any competitor; and
 - (3) no attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
 - (1) is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - (i) has been authorized, in writing, to act as agent for the following principals in ^{General Counsel}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 Brad Steiner, VP & Deputy [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
 - (ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - (iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

4. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- (a) In accordance with the provisions of 2 C.F.R. (Code of Federal Regulations), part 180, the offeror certifies to the best of the offeror's knowledge and belief, that it and its principals:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (a)(2) above; and

- (4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.
- (c) For any subcontract at any tier expected to equal or exceed \$25,000:
 - (1) In accordance with the provisions of 2 C.F.R. part 180, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.
 - (3) This certification (specified in paragraphs (c)(1) and (c)(2), above) shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request.

5. COMMUNICATIONS

- (a) All oral and written communications with the Authority regarding this solicitation shall be exclusively with, or on the subjects and with the persons approved by, the persons identified in this solicitation. Discussions with any other person not specified could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and thereby compromise the integrity of the Authority's procurement system. If competition cannot be resolved through normal communication channels, the Authority's protest procedures shall be used for actual or prospective competitors claiming any impropriety in connection with this solicitation.
- (b) By submission of this offer, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any Authority employee or other representative of the Authority (including Board Members, Capital Metro contractors or consultants), except as described below:

Individual's Name	Date/Subject of Communication

(Attach continuation form, if necessary.)

6. CONTINGENT FEE

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

- has
- has not

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

- has
- has not

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

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

7. CODE OF CONDUCT

(a) Declaration of Policy: The Capital Metropolitan Transportation Authority ("Capital Metro") Board of Directors, its employees, agents, and contractors must abide by the highest standards of conduct in carrying out Capital Metro's stewardship of public funds in order for the public to be assured that the actions of Capital Metro serve only the Authority's best interests.

(b) Definitions: For the purpose of Code of Conduct, the following definitions shall apply:

(1) "Affected" means reasonably likely to be subject to a direct economic effect or consequence.

(2) "Agent" means a person authorized by Capital Metro to act for Capital Metro.

(3) "Business entity" means a sole proprietorship, partnership, limited partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized by law through which business is conducted.

(4) "Board of Directors" means the governing body of Capital Metro.

(5) "Confidential Information" means any information in Capital Metro's possession, which Capital Metro is legally required or has determined to keep confidential, and which Capital Metro has the legal right to keep confidential.

(6) A Board Member/employee has a "Conflict of Interest" if he/she has a substantial interest in a business entity that will be affected by his or her participation in a vote, decision, recommendation, or action.

(7) A Board Member/employee has a "Conflict of Interest" if he/she has a substantial interest in real property that will be affected by his or her participation in a vote, decision, recommendation, or action and the vote, decision, recommendation, or action will have a special economic effect on the value of the property, distinguishable from its effect on the public.

(8) A Board Member/employee has a "Substantial Interest" in a business entity or real property if:

(i) the interest is ownership of ten (10%) percent or more of the voting stock or shares of the business entity or ownership of ten (10%) percent or more or \$15,000 or more of the fair market value of the business entity;

(ii) funds received from the business entity exceed ten (10%) percent of the Board Member's/employee's gross income for the previous year;

(iii) the interest in real property is an equitable or legal ownership with a fair market value at \$2,500 or more;

(iv) an organization which employs, or is about to employ, a Board Member/employee who has a substantial interest in the business entity as defined in (i), (ii) and (iii) above; or

(v) one of the following individuals has a substantial interest, as defined in subsections (i), (ii) and (iii) above, in a business entity or real property: an employee's spouse, his/her partner, mother, father, brother, sister, children, aunt, uncle, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepchild, stepparents, grandparent, or grandchild. A relationship by marriage will end by death or divorce unless there is a living child or descendent of the marriage.

- (9) "Contractor" means a person or business entity that has entered into a contract with Capital Metro to provide goods or services for Capital Metro.
- (10) "Employee" means any person holding a position with Capital Metro, for which compensation is received, including part-time workers employed more than ten (10) hours per week or intermittent, seasonal, or temporary workers.
- (c) Standards of Conduct: Board members, employees, agents and contractors shall exercise good-faith judgment and uphold the mission of Capital Metro as follows:
- (1) ensure that Capital Metro complies with all applicable laws and regulations;
 - (2) adhere to Capital Metro's policies and procedures;
 - (3) efficiently transact Capital Metro business and safeguard Capital Metro assets from waste, abuse, theft or damage;
 - (4) exhibit a desire to serve the public, and display a helpful, tolerant manner;
 - (5) treat fellow Board members, employees, agents, contractors and the public with honesty, respect and dignity;
 - (6) reveal all material facts known to them when reporting on work projects; and
 - (7) disclose immediately any information regarding unethical or wrongful conduct related to Capital Metro transactions to the Board Vice Chair or the Capital Metro Ethics Officer.
- (d) Absolute Prohibitions: No Board Members, Employees, Contractors, or Agents shall:
- (1) participate in a contract or real property transaction in which he/she has a substantial interest;
 - (2) solicit, accept, or agree to accept any benefit as consideration for his/her decision, vote, opinion or recommendation;
 - (3) solicit, accept, or agree to accept any benefit as consideration for his/her violation of any law or duty;
 - (4) solicit, accept or agree to accept any benefit from a person that is interested in any Capital Metro contract or transaction;
 - (5) no Board Member or employee may receive or accept any gift or favor from a contractor or potential contractor of Capital Metro;
 - (6) act as a surety for a business that has a contract with Capital Metro;
 - (7) disclose or use confidential information that Capital Metro has not made public;
 - (8) use his/her official position or employment or Capital Metro's facilities, equipment or supplies to obtain private gain or advantage;
 - (9) engage in any transaction or activity or incur an obligation in a business, contract or real property transaction that would conflict with Capital Metro;
 - (10) fail to disclose to his/her supervisor or appropriate Capital Metro staff his/her discussions of future employment with any business interested in Capital Metro transactions;

- (11) represent, for remuneration, any person in any proceeding involving Capital Metro's interests;
- (12) Capital Metro Board Members, employees, and agents shall not use their authority to unfairly influence other Board Members or other employees or agents to perform illegal, immoral or discreditable acts;
- (13) communicate details of any active Capital Metro procurement or solicitation to any contractor, potential contractor or individual not authorized to receive information regarding the active procurement;
- (14) No Board Member or employee shall:
 - (i) participate for a business entity in which the employee has a substantial interest if the employee participated in the recommendation, bid, proposal or solicitation in a Capital Metro contract, procurement or personal administration matter for a period of two (2) years after leaving employment; and,
 - (ii) receive any pecuniary benefit from a Capital Metro contract or procurement through the ownership of a substantial interest, as defined in section (b), subsections (6) through (8) above, in a business entity or real property for a period of two (2) years after leaving employment.
- (e) Exceptions to Prohibitions: The Prohibitions listed above do not apply to the following:
 - (1) 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. The Board Vice Chair or the Ethics Officer must be consulted for a determination as to whether a potential gift falls within this exception.
 - (2) Food, lodging, or transportation in consideration for legitimate services rendered by the Board Member or employee related to his or her official duties.
- (f) Disclosure of Conflict of Interest Requirements:
 - (1) A Board Member or employee must disclose any interest in a business, a contract, or in real property that would confer a benefit by their vote or decision.
 - (i) A Board Member or employee cannot participate in the consideration of the matter subject to the vote or decision.
 - (ii) Prior to the vote or decision, the Board Member or Employee shall file an affidavit relating to the interest in the business, contract or real property with the Board Vice Chair or Capital Metro's Ethics Officer.
 - (2) A Board Member or employee must disclose the name of a potential employer if the prospective employer has an interest in any Capital Metro transaction upon which the Board Member or employee may be involved.
- (g) Penalties: In addition to turning over evidence of misconduct to the proper law enforcement agency when appropriate, the following penalties may be enforced:
 - (1) The failure of a Board Member to comply with the requirements of this policy shall constitute grounds for censure or removal from the Board in accordance with Section 451.511 of the Texas Transportation Code.
 - (2) The failure of an employee to comply with the requirements of this policy shall result in disciplinary action up to and including termination.

- (3) The failure of an agent or contractor of Capital Metro to comply with this policy shall be grounds for such contractual remedy as may be appropriate up to and including termination of the contract and debarment of the contractor.
- (h) By signing below, the offeror certifies and represents that the offeror:
- (1) has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this solicitation;
 - (2) has read and is familiar with, and will comply with the Authority's CODE OF CONDUCT, above; and
 - (3) will abide by all the terms and conditions contained herein, which apply to and become a part of any contract resulting from this solicitation.
- (i) To report suspected ethical abuses or fraud, contact Capital Metro's Ethics hotline at (512) 385-0371. It is available 24 hours a day, 365 days a year. All calls are strictly confidential.
- (j) In accordance with Texas Local Government Code, § 176.006, a "Vendor" is required to file a conflict of interest questionnaire within seven (7) 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.

8. 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.

9. 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.

10. CERTIFICATION OF PRIME CONTRACTOR PARTICIPATION

- (a) The Prime Contractor certifies that it shall perform no less than thirty (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.

11. 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.

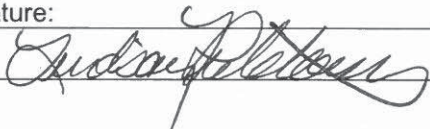
Name of Offeror:

Infor Public Sector, Inc.

Type/Print Name of Signatory:

Lindsay Pritchard, Associate General Counsel

Signature:



Date:

10/20/17

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) The term "subcontracts" includes purchase orders under this contract.
- (b) In computing any period of time established in this contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Texas holiday; in which event the period shall run to the end of the next business day.
- (c) Fully-burdened hourly labor rate: An hourly rate that includes all salary, overhead costs, general & administrative expenses, and profit.
- (d) "Contractor" means Infor Public Sector, Inc.
- (e) "Authority" means Capital Metropolitan Transportation Authority.
- (f) The term "services" or "work" means the software-related professional services that Contractor will provide the Authority as contemplated under this Contract and the Work Order.
- (g) "Subscription Software" and "Subscription Services" are defined in Exhibit N.
- (h) "Work Order" means the Work Order attached to the contract as Exhibit L.

2. FIXED-PRICE CONTRACT

This is a fixed-price contract for the services, and Subscription Services, specified and stated elsewhere in the contract.

3. PERFORMANCE BOND

- (a) The Contractor shall provide a Performance Bond in an amount equal to \$1,766,390.00. The Contractor shall be required to submit the required bond to the Contracting Officer within fifteen (15) days from the date of effective date of the contract. 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-Attorney, 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-Attorney 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.

4. TERM

For Services, the term of the contract shall be two (2) years from the contract notice to proceed. No work shall be performed under this contract prior to issuance of a Notice to Proceed.

For the Subscription License and Subscription Services, the term will be as set forth in the Order Form.

5. OPTION TO EXTEND TERM

(a) The Authority may extend the term of this contract before the contract expires. If feasible, The Authority shall give written notice of its intent to extend before the contract expires. The preliminary notice shall not commit the Authority to an extension and any absence of notice shall not affect the validity of any exercise of option to extend the term of this contract.

(b) The option period prices shall be the unit prices provided on the Pricing Schedule for the categories and periods shown.

(c) There shall be five-option periods for a twelve (12) month duration each.

6. OPTION TO EXTEND SERVICES

The Authority may require continued performance of any services within the limits and rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Authority may exercise the option by written notice to the Contractor within 60 days.

7. INVOICING AND PAYMENT

(a) Invoices may be submitted once per month, electronically to:

AP_invoices@capmetro.org

or via mail marked "original" to the attention of:

Accounts Payable
CMTA
P.O. Box 6308
Austin, Texas 78762-6308

(b) Payment shall be made within the time period allowed by law through the Texas Prompt Payment Act - Texas Government Code 2251.021(b). A prompt payment discount may be taken if offered and determined to be advantageous by the Authority.

(c) The Contractor shall be paid, upon the submission of invoices or vouchers, the prices stipulated herein for services rendered (subject to any contractual acceptance provisions), less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Authority when the amount due on such deliveries so warrants; or, when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either \$1,000 or 50% of the total amount of this contract.

8. INSURANCE

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

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

CAPITAL METRO MINIMUM COVERAGE REQUIREMENTS

Commercial General Liability Insurance coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) Combined Single Limit of Liability for Bodily Injury, Property Damage and Products Liability, and a Two Million Dollars and No/100 Dollars Annual Aggregate (\$2,000,000).

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

Workers' Compensation Insurance providing statutory limits in accordance with the Texas Workers' Compensation Act and/or other State or Federal law as may be applicable to the work being performed under this contract. Employer Liability Insurance with minimum limits of One Million Dollars and No/100 Dollars (\$1,000,000).

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

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

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

Each insurance policy, except for Technology Errors & Omissions, shall contain the following endorsements: PRIMARY AND NON-CONTRIBUTORY INSURANCE and WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS, which shall be evidenced on the Certificate of Insurance. The General Liability insurance shall include contractual endorsement(s) which acknowledge indemnification requirements under the Agreement, which shall be evidenced on the Certificate of Insurance. Proof that insurance coverage exists shall be furnished to the Authority by way of a Certificate of Insurance before any part of the contract work is started.

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

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.

9. REPRESENTATIONS AND LIMITED SERVICES WARRANTY

(a) Contractor represents and warrants that the Services shall be performed in conformity with the descriptions and other data set forth in this contract and with sound professional principles and practices in accordance with accepted industry standards, and that work performed by Contractor's personnel shall reflect sound professional knowledge, skill and judgment. If any breach of the applicable standard of professional care is discovered by the Authority during the process of the work or within ninety (90) days after completion of post-go-live support, as defined in the Statement of Work, Contractor shall again cause the nonconforming or inadequate Services to be properly performed at Contractor's sole expense. If despite its reasonable efforts, Contractor is unable to provide the Authority with services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section 31 of this Exhibit, the Authority may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Contractor's sole obligations for breach of this limited warranty are contained in this Section 9(A).

(b) Disclaimer of Warranty. The limited warranty in Section 9(A) is made to the Authority exclusively and is in lieu of all other warranties. **CONTRACTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS EXHIBIT AND/OR THE WORK ORDER, IN WHOLE OR IN PART. CONTRACTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE REQUIREMENTS SET FORTH IN THIS CONTRACT, INCLUDING EXHIBIT L, CONTRACTOR EXPRESSLY DOES NOT WARRANT THAT THE SERVICES WILL MEET THE AUTHORITY'S REQUIREMENTS.**

(c) **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 9 AND 31 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS EXHIBIT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER THE AUTHORITY HAS ACCEPTED ANY SERVICE UNDER THIS EXHIBIT OR THE WORK ORDER.**

10. INDEPENDENT CONTRACTOR

Contractor's relationship to the Authority in the performance of this Agreement is that of an independent contractor. The personnel performing services under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the Authority. As permitted in this Agreement, Contractor may provide services using a subcontractor but, in all such cases, Contractor will remain subject to the obligations hereunder. Contractor shall be fully liable for all acts and omissions of its employees, subcontractors, and their suppliers in connection with the performance of this Contract. There shall be no contractual relationship between any subcontractor or supplier of Contractor and the Authority by virtue of this contract. No provision of this contract shall be for the benefit of any party except the Authority and Contractor. Contractor shall pay wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as Social Security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

11. COMPOSITION OF CONTRACTOR

RESERVED

12. 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 require the prior notification to the Authority to allow sufficient time for the Authority to submit a written objection to any such subcontractors, associates or consultants, at the Authority's sole election. Contractor and Authority agree to cooperate with one another to resolve any such objections to the satisfaction of both Parties.

13. PERSONNEL ASSIGNMENTS

(a) Contractor shall perform the Services in an orderly and workmanlike manner, and shall employ persons skilled and qualified for the performance of the Services assigned to such persons under the contract. The Authority will have the right to review the experience of each candidate. In the event that Contractor needs to replace any of Contractor's personnel, Contractor will propose a replacement resource with qualifications that are similar to or better than the person that was originally assigned to the role.

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

(c) Contractor shall provide a list of candidates to be used to provide the Services on the Authority's premises and shall certify that a criminal history background check has been completed on each candidate. Criminal background checks shall include the following:

- (1) State Criminal History: Contractor shall research criminal history, covering all jurisdictions within the state, including local counties and municipalities.
- (2) Out of State Criminal History: Contractor shall research criminal history, for all 50 states.
- (3) National Sex Offender Registry

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

If Contractor wants to assign a candidate to work on the Authority’s premises, then 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	
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

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

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

- (1) The nature and gravity of the offense or conduct;
- (2) The degree of harm caused by the offense or conduct;
- (3) The time that has elapsed since the conviction or completion of probation or jail time;
- (4) The nature of the job sought, including the job duties, environment and level of supervision;
- (5) Any incorrect criminal history;
- (6) Wrongful identification of the person;
- (7) The facts and circumstances surrounding the offense or conduct;
- (8) The number of offenses for which the candidate was convicted;
- (9) The subsequent conviction for another relevant offense;
- (10) The age of the person at the time of conviction or completion of probation or jail time;

(11) Evidence that the person performed the same type of work, post-conviction, with the same or different employer, with no known incidents of criminal conduct;

- (12) The length and consistency of employment history before and after the conviction in a similar field as the current position sought;
- (13) Rehabilitation efforts, e.g., education, treatment, training;
- (14) Employment or character references and any other information regarding fitness for the particular position;
- (15) Whether the person is bonded or licensed under any federal, state or local program or any licensing authority;
- (16) The person's statement of the circumstances surrounding the offense and conviction and relevant factors is consistent with publicly available record related to the crime and conviction; and
- (17) Any other factors deemed relevant in the consideration of a particular assessment.

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

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

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

- (e) For US-based Contractor personnel assigned to provide Services on a remote basis, the Contractor certifies that the Contractor has established a criminal history background policy that complies with guidance issued by the U.S. Equal Employment Opportunity Commission, and that the Contractor conducts criminal history checks on its assigned personnel in accordance with such policy to identify, hire and assign personnel to work on this Contract whose criminal backgrounds are appropriate for the work being performed, considering the risk and liability to the Contractor and the Authority.
- (f) For non-US based Contractor personnel performing Services on a remote basis, the Contractor will conduct a criminal history check in accordance with the applicable laws of the country of residence of such personnel, as is appropriate for the work being performed, and considering the risk and liability to the Contractor and the Authority.
- (g) Contractor will conduct new criminal history background checks on all assigned personnel every two years during the contract to ensure the preceding criterion are still met by the assigned personnel and notify the Authority if an employee has a subsequent arrest with pending disposition or conviction 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.

14. BADGES AND ACCESS CONTROL DEVICES

(a) Each contractor employee shall be required to wear a Capital Metro Contractor Photo Identification Badge at all times while on the Authority's premises. The badge will be provided by Capital Metro. If contractor employee loses or misplaces their badge, contractor will be charged a \$50.00 replacement fee for each lost or misplaced badge. This fee will be deducted from the contractor invoice. If contractor fails to return all badges provided for their employees upon completion of the contract or termination of the contractor's employee, contractor will pay a \$50.00 per badge fee deducted from their final invoice. Badges should be returned to the Project Manager. All requests for new and replacement badges must be submitted in writing by the Project Manager to the Manager of Security or Project Manager of Security.

(b) Access Control Devices will be issued to contractor employees as necessary to perform the duties specified in the contract. Access Control Devices are not transferable between contractor employees. Contractor employees are prohibited from loaning

Access Control Devices or providing access to an unauthorized person into restricted areas without prior arrangements with the Project Manager and the Manager of Security or the Project Manager of Security. Lost Access Control Devices must be reported to the Project Manager, the Manager of Security or the Project Manager of Security immediately. If contractor fails to return all Access Control Devices provided for their employees upon completion of the contract or termination of the contractor's employee replacement cost shall be \$425.00. Replacement key costs shall be deducted from the contractor current or final invoice. Misuse of Capital Metro key(s) may result in termination of the contract.

15. CHANGES

(a) Deviations that arise during the proposed project will be managed using the project change control process outlined below. Changes could include, but are not limited to, changes in costs, timing, or deliverables within the general scope of the contract. The change control process will be invoked before any work is performed to in connection with such changes. Any additional effort or cost as a result of such work would be subject to the following:

(b) If either party believes that a change to the Work Order is necessary, such party shall issue to the other party a written change request. In the case of an Authority- initiated change request, Contractor will evaluate the feasibility of the change request as soon as practical following receipt and determine the impact to the project cost and timelines. In instances where specialized resources are requested, but not contained, within the original project scope, the quoted rate will be established at Contractor's then current rate for such services. Within five (5) business days from the Authority's request, or such longer time period as may be agreed to by the parties, Contractor shall provide the Authority a written statement describing in detail: (1) any additional services to be performed as a result of the change request; (2) the estimated cost associated with such additional services, and (3) any other information relating to the change request that may reasonably be requested by the Authority. The Authority shall respond to any Contractor-initiated change request within five (5) business days, or such longer time period as may be agreed to by the parties. If the Parties mutually agree upon a change request, then it will be signed by both Parties and will be a Change Order. Any duly signed Change Order will be attached to the applicable Work Order.

(c) The Contractor Project Manager and the Authority Project Manager shall be authorized to administer any Change Order. The estimated project schedule shall be adjusted accordingly for each Change Order. If the Parties are unable to agree to any change request, then Contractor and the Authority shall proceed to fulfill their obligations as originally agreed under the applicable Work Order.

16. TERMINATION FOR DEFAULT

(a) Right of Termination. If either party materially breaches any material obligation in this Exhibit or the Work Order (including, without limitation, any obligation to pay fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Contract (including the Work Order hereunder), in whole or in part. Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Exhibit (including the Work Order hereunder) on less than thirty days' written notice. Notice to Contractor of an alleged breach of warranty will not constitute a notice of termination of this Exhibit.

By way of example, the Authority may, by written notice of default to the Contractor, terminate the whole or any part of this contract in the following circumstances: if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of thirty (30) days (or such longer period as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.

(b) If this contract is terminated as provided in paragraph (a) of this clause, the Authority, in addition to any other rights provided in this clause, may require the Contractor to deliver to the Authority in the manner and to the extent directed by the Authority (i) any completed deliverables and (ii) such partially completed deliverables. Payment for such completed or partially completed deliverables shall be at the contract price, or the pro-rata portion thereof, as applicable. Failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the disputes clause of this contract.

(c) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be those provided in the Termination for the Convenience clause hereof. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the disputes clause of this contract.

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

(e) As used in this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

17. TERMINATION FOR CONVENIENCE

The following provision does not apply to Exhibits M and N. The Subscription Licenses and Subscription Services may not be terminated for convenience during the Initial Subscription Term.

The Authority may, whenever the interests of the Authority so require, terminate the services (including any Work Order hereunder), 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 services terminated and when termination becomes effective.

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

(b) The Authority may require the Contractor to deliver to the Authority in the manner and to the extent directed by the Authority: (i) any completed or partially completed deliverables, plans, drawings, information and contract rights 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.

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

(1) contract prices for supplies or services rendered in accordance with the requirements of the Contract;

(2) costs incurred in preparing to perform and performing the terminated portion of the work based upon contract rates and prices, less amounts paid or to be paid for delivered supplies or services rendered in accordance with the requirements of the Contract;

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

(4) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract.

(5) The total sum to be paid the Contractor under this section shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made and the contract price of work not terminated.

18. EFFECT OF TERMINATION AND SURVIVAL

Upon termination of this Exhibit by either party, Contractor will discontinue the provision of all services and the Authority will promptly pay Contractor for all services rendered in accordance with the requirements of the Contract through the effective date of such termination. Termination of this Exhibit will not release either party from making payments which may be owing to the other party under the terms of this Exhibit for all services rendered in accordance with the requirements of the Contract through the effective date of such termination (subject to any acceptance provisions in the Contract). Termination of this Exhibit will be without prejudice to the terminating party's other rights and remedies pursuant to this Exhibit. All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Exhibit.

19. CONTRACTOR CERTIFICATION

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

20. WORK PRODUCT

Contractor owns and will own all right, title and interest to the services and any work product generated from the services, excluding Authority data ("Work Product"), and the Authority will execute and deliver to Contractor any documents reasonably necessary to vest in Contractor all right, title and interest therein. Subject to the terms and conditions of this Exhibit, Contractor grants the

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

Authority a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Work Product for the Authority's own, internal computing operations. The Authority owns all data provided to Contractor under the Agreement. Notwithstanding the foregoing, the Authority will own the physical copies of any written deliverables provided by Contractor in the performance of its consulting services, subject to Contractor's intellectual property rights in any pre-existing materials. In the event that the Authority wants to engage Contractor to develop custom software, then Contractor and Authority will negotiate a separate joint development agreement that defines the ownership rights of both Parties.

21. STANDARDS OF PERFORMANCE

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

22. INSPECTIONS AND ACCEPTANCE

(a) All work performed by Contractor or its subcontractors or consultants shall be subject to the inspection and acceptance of the Authority as set forth in this Exhibit or the applicable Work Order, but such acceptance shall not relieve Contractor of responsibility for the proper performance of the services.

(b) The Authority shall perform inspections and tests in a manner that will not unduly delay the work.

(c) If any of the services do not conform with contract requirements, the Authority may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Authority may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements.

(d) 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 terminate the contract for default.

23. SUSPENSION OF WORK

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

(c) The parties agree that once the Authority and Contractor have scheduled a specific time during which Contractor will provide services under a Work Order, the Authority will be obligated to pay Contractor for such services as if Contractor had performed such services on the date scheduled and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless the Authority has notified Contractor that Authority would like to reschedule or cancel the provision of such services at least twenty one (21) days prior to the date which Contractor is scheduled to perform such services.

24. FEDERAL, STATE AND LOCAL TAXES

Personal property furnished or used in this contract will be exempt from the Limited Sales and Excise and Use Tax imposed, Texas Tax Code, Section 151.009, and certain other taxes. Contractor shall obtain instructions for the issuance of and exemption certificate from the local office of the State Comptroller of Public Accounts or other tax offices. Any such taxes included on any invoice or voucher received by the Authority shall be deducted from the amount of the invoice or voucher for purposes of payment. Unless the Authority provides Contractor with valid tax exemption certificates or information, then the Authority is responsible for paying all taxes related to the services provided under this Agreement (except for taxes based on Contractor's net income or capital stock). Applicable tax amounts, if any, are not included in the fees set forth in this Agreement or any Work Order. In each instance, Contractor will invoice the Authority for applicable tax amounts and such invoices are due upon the Authority's receipt thereof.

25. CIVIL RIGHTS AND EQUAL OPPORTUNITY

Capital Metro is an Equal Opportunity Employer. As such, Capital Metro agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Capital Metro

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agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

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

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

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

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

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

26. CONFLICT OF INTEREST

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

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

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

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

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

27. GRATUITIES

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

28. PUBLICATIONS

RESERVED

29. CONFIDENTIAL 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) Notwithstanding anything herein to the contrary, 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 ("TPIA"). In the event that the Authority receives a request to disclose any of Contractor's Confidential Information, then the Authority will promptly provide Contractor with notice of the request so that Contractor may avail itself of any opportunities under the TPIA to prevent the disclosure of such Confidential Information. The Authority is hereby advised the Contractor considers the following information confidential: the Documentation and the Subscription Software, including any software code and all algorithms, methods, techniques, and processes revealed or utilized therein, and any other non-public information that is identified to be confidential and/or proprietary.

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

30. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

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.

31. LIMITATION OF LIABILITY

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

(b) LIMITED LIABILITY OF CONTRACTOR. THE TOTAL LIABILITY OF CONTRACTOR, ITS AFFILIATES AND SUBCONTRACTORS IN CONNECTION WITH THE SERVICES, OTHER THAN THE SUBSCRIPTION SERVICES, OR ANY OTHER MATTER RELATING TO THIS EXHIBIT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE TOTAL FEE SET FORTH IN THE APPLICABLE STATEMENT OF WORK OR WORK ORDER(S).

(c) EXCLUSION OF DAMAGES. IN NO EVENT SHALL CONTRACTOR, ITS AFFILIATES OR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

32. LAWS, STATUTES AND OTHER GOVERNMENTAL REQUIREMENTS

Contractor agrees that it shall be in compliance with all laws, statutes, and other governmental provisions, regulations or standards prevailing during the term of this contract. Contractor shall obtain any permits or licenses necessary for the performance of the Services, and Subscription Services.

The Authority will comply with all laws, rules and regulations applicable to the use of the services and the Work Product.

33. 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, and such claim would materially affect the Agreement or Contractor's obligation to provide any services hereunder, then the Contractor shall give written notice thereof to the Authority within ten (10) working days after being notified of such claim, demand, suit, or action. Upon request, Contractor will provide the Authority with a reasonable, non-privileged description of the nature of the claim. Such written notice shall be delivered either personally or by mail and shall be directly sent to the attention of the President/CEO, Capital Metropolitan Transportation Authority, 2910 East Fifth Street, Austin, Texas 78702.

34. ASSIGNMENT

This contract shall be binding upon the parties, their successors, and assignees; provided, however, that neither party shall assign its obligations or delegate its duties hereunder without the prior written consent of the other. Notwithstanding the foregoing, Contractor may, upon prompt written notice to the Authority but without the Authority's consent, assign all of Contractor's rights and obligations under this contract in connection with a merger, reorganization, sale or transfer of substantially all of the capital stock or assets of Contractor. Any other attempted assignment or delegation without written consent shall be void and ineffective. In the event of an effective assignment by Contractor, Contractor will remain responsible for all obligations and responsibilities under the Contract that arise prior to the effective date of such assignment.

35. LICENSES AND PERMITS

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

36. NOTICE OF LABOR DISPUTES

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

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

37. PUBLICITY RELEASES

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

38. INDEMNIFICATION

Contractor agrees to defend and indemnify the Authority and its respective officers, employees and agents from and against third party claims, actions and suits, and pay any damages for personal injury to, or death of, any person, or loss or damage to real or tangible personal property arising out of, or resulting from, the (1) negligent acts or omissions of Contractor in connection with this Contract, or (2) Contractor's breach of any material obligation under the Contract, if the Authority: (a) notifies Contractor in writing of the suit or claim within fifteen (15) days after the Authority receives notice; (b) gives Contractor sole authority to defend or settle the suit or claim at Contractor's expense; (c) gives Contractor all information in the Authority's reasonable control concerning the suit or claim; and (d) reasonably cooperates and assists Contractor with defense and settlement of the suit or claim. Notwithstanding the foregoing, failure to notify the Contractor of a suit or claim will not relieve the Contractor of any liability that it may have to the Authority, except to the extent that the defense of the suit or claim is materially and irrevocably prejudiced by the failure to give such notice. The parties will each use reasonable efforts to mitigate their damages. This Section will survive any termination or expiration of this contract.

39. MAINTENANCE OF RECORDS

All associated records required by this contract or by law shall be maintained for three (3) years after completion of a project, or until an audit is completed and all questions, claims, disputes, negotiations, and other actions arising therefrom are resolved, whichever occurs last. Additional retention periods may be required as appropriate and stipulated in writing.

40. EXAMINATION AND RETENTION OF RECORDS

- (a) The Authority and its representatives shall have audit and inspection rights described below.
- (b) The Contractor shall maintain, and the Contracting Officer and its representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures directly applicable to Contractor's performance under this Exhibit. Such right of examination shall include inspection at all reasonable times at the Contractor's offices as may be engaged in or maintain records in connection with the performance of this Exhibit.
- (c) The materials described in (b) above shall be made available at the office of the Contractor at all reasonable times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under this contract, except that if this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any final settlement.
- (d) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (d), in all subcontracts exceeding \$25,000 hereunder, altered to reflect the proper identification of the contracting parties and the Authority under the prime contract.

41. EXCUSABLE DELAYS

- (a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Authority in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.
- (b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless –
 - (1) the subcontracted supplies or services were obtainable from other sources;
 - (2) The Authority ordered the Contractor in writing to purchase these supplies or services from the other source; and
 - (3) The Contractor failed to comply reasonably with this order.
- (c) Upon the request of the Contractor, the Authority shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule or period of performance shall be revised, subject to the rights of the Authority under the Termination clause of this Exhibit.

42. LOSS OR DAMAGE TO PROPERTY

The Contractor shall be responsible for any loss or damage to any real or tangible property belonging to the Authority or to any other individual or organization to the extent caused by the negligence of Contractor or any employee thereof, while such employee is on the premises of the Authority as an employee of the Contractor.

43. CONTRACTOR CONTACT/AUTHORITY DESIGNEE

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

44. QUALITY ASSURANCE

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

45. NONWAIVER OF RIGHTS

Failure or delay of the Authority (a) to insist in any one or more instances upon performance of any of the terms and conditions of this contract or (b) to exercise any rights or remedies, or (c) to approve the Services shall not release Contractor from any of its obligations under this contract and shall not be construed as a waiver or relinquishment of the Authority's rights (a) to require strict performance of Contractor's obligations or (b) to require the future performance of any terms and conditions, but the Contractor's obligations with respect to such performance shall continue in full force and effect.

46. INTERPRETATION OF CONTRACT – DISPUTES

Subject to each party's right to seek injunctive or equitable relief in a court of competent jurisdiction as permitted by the Contract, each party agrees to attempt to resolve all disputes under this Contract in accordance with these dispute resolution procedures.

Each party will promptly notify the other in writing of any dispute. The parties' designated representatives will meet within ten (10) business days following the receipt of such written notice and will attempt to resolve the dispute in good faith within five (5) business days of the initial meeting. If the dispute is not resolved within five (5) business days, then either party may request that the dispute is re-evaluated by a member of Contractor's management team and a member of the Authority's management team. In the event that these representatives are unable to resolve the dispute within fifteen (15) days after the request, then either party may institute legal action as they deem necessary to protect its interests.

47. TOBACCO-FREE WORKPLACE:

(a) Definitions:

(1) **Tobacco products:** Tobacco products include cigarettes, cigars, pipes, snuff, snus, chewing tobacco, smokeless tobacco, dipping tobacco and any other non-FDA approved nicotine delivery device.

(2) **Capital Metro Property:** The following tobacco free workplace policy refers to all Capital Metro owned or leased property. Note that this includes all buildings, facilities, work areas, maintenance facilities, parking areas and all Authority owned vehicles.

(b) Policy:

Capital Metro is committed to providing a safe and healthy worksite and promoting the health and well-being of its employees. Personal health hazards related to tobacco products are numerous and have been well documented. The health hazards related to tobacco use impact both users and non-users who are exposed to second-hand smoke. We care about the health of each and every employee, and our intent is to provide all employees and visitors with a work environment conducive to good health.

(1) The purpose of this policy is to promote a healthy environment for all employees and visitors by:

- (i) Protecting employees and visitors from second hand smoke
- (ii) Encouraging tobacco users to quit tobacco use
- (iii) Lowering health plan costs

(2) Tobacco use is not permitted at any time, on Capital Metro owned or leased property, including personal vehicles parked in Capital Metro parking lots.

(3) There will be no designated tobacco use areas on Capital Metro owned or leased property, since no level of tobacco exposure is considered to be safe.

(4) Littering of tobacco-related products on the grounds or parking lots is also prohibited.

(5) Capital Metro strives to be a good neighbor in the community, and as such we discourage the use of tobacco products on the property of nearby businesses and residences.

48. ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of the solicitation (including any resulting contract), the inconsistency shall be resolved by giving precedence in the following order:

1. Exhibit A-Pricing Schedule
2. Exhibit E-Contractual Terms and Conditions
3. Exhibit F-Scope of Services
4. Exhibit G-Compliance Matrix
5. Exhibit L-Infor Consulting Fixed Price Services Work Order
6. Exhibit M-SaaS Order Form
7. Exhibit N-Subscription License and Services Agreement

This Agreement, including all exhibits, contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

49. GOVERNING LAW

The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue for any action shall lie exclusively in Travis County, Texas. This is the complete agreement between the parties. If any provision of the contract is found to be invalid or unenforceable, the remaining provisions shall not be impaired.

50. ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

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

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

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

51. NO THIRD PARTY BENEFICIARIES

Except as expressly stated in the Order Form, 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.

52. ADDITIONAL SERVICES TERMS

(a) **Long-term Assignments**. The parties acknowledge that reimbursement of travel and living expenses to a Contractor consultant who is assigned to a particular location for more than one year may be treated as taxable personal income under applicable tax laws. Where reasonably possible, the parties will plan to limit the duration of a consultant's assignment to a particular location to less than one year. If a consultant is assigned to a particular location for more than one year and subject to additional taxes as a result thereof, then Contractor will increase consultant's compensation to cover such additional taxes, and the Authority shall reimburse Contractor for the amount of such increase.

(b) **Non-Solicitation of Employees**. During the period that Contractor is providing services pursuant to this Contract and for a period of one (1) year following the completion of such services, neither Contractor nor Authority will solicit for employment or retention as an independent contractor any Resource of the other party without the prior written consent of the other party. "**Solicit**" as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the internet. "**Resource**" for purposes of this Section means: (a) employees or independent contractors of the non-hiring party who directly worked on the Services project (the "**Project**"), and (b) former employees of the non-hiring party who directly worked on

the Project and whose employment with that party ended less than six (6) months prior to the date of such offer to hire, hire, solicitation, or employment.

EXHIBIT F-REVISED-1

**ENTERPRISE ASSET MANAGEMENT SYSTEM
SCOPE OF SERVICES**

1. Overview

1.1 Introduction. Capital Metropolitan Transportation Authority (hereinafter “CMTA” or “Capital Metro”) is requesting proposals to provide, install and integrate a commercial off-the-shelf (COTS) Enterprise Asset Management Software solution (hereinafter “EAM solution”). The selected Contractor (hereinafter “the Contractor”) shall supply and install all hardware, software and all proper and necessary license requirements and services to fully configure and integrate the EAM solution into the existing environment. The EAM solution may be software as a service, SAAS, (hereinafter “hosted”) or non-SAAS (hereinafter “on premises”). The EAM solution will be used by Capital Metro and its six service providers listed with operations managed: Travis Transit, bus and buildings; MV Transit, bus; MV Transit, paratransit and buildings; Rosemark, buildings; Herzog, Commuter Rail; Watco, freight rail. These service providers could potentially change during the term of this contract, by addition of more service providers or replacement of current service providers.

1.2 Background and Assets. Capital Metro is the regional public transportation leader for Central Texas headquartered in Austin, Texas with 30.5 million boardings each year across bus, train, and paratransit services. See <http://CMTA.org/about/> for additional background including ridership and budgets. A summary of service assets and operations facilities is shown in Table 1.2.

Table 1.2 Assets					
Service Assets					
Fleet	Total	Structure / Rail Asset	Total	Facility (Rider)	Total
MetroBus	408	Crossings	157	Bus Stops	3,600
MetroAccess	124	Switches	115	MetroRapid Stations	78
MetroRapid	55	Bridges	77	Park & Ride Facilities	14
MetroRail	10	Culverts	99	Rail Stations	9
Staff Non-revenue	60	Track – Active Miles	124		
Security Non-revenue	23	Track – Inactive Miles	52		
Operations Facilities					
Facility (Admin & Maintenance)		Sq. Ft.	Location		Sq. Ft.
209 West 9 th St. (Call Center)		14,364	9315 McNeil Rd. (Main Building)		76,469
624 N Pleasant Valley (Admin Annex)		25,000	9315 McNeil Rd. (Fuel & Wash)		28,445
2910 E. 5 th St. (Headquarters)		42,840	9315 McNeil Rd. (Rail Facility)		25,537
505 N Pleasant Valley (Maintenance)		98,642	509 Thompson (Paratransit)		24,821
505 Pleasant Valley (Fuel & Wash)		17,853			

1.3 **Current Asset Management Environment.** Capital Metro implemented the SPEAR Asset Management software in 2007 that tracks maintenance and support vehicles, equipment, facilities, assets, parts inventory, state of good repair (hereinafter “SOGR”) required by the Federal Transit Administration (hereinafter “FTA”) and Federal Railroad Administration (hereinafter “FRA”).

2. EAM Solution Functional Requirements

2.1. **Inclusions.** The EAM solution shall include, but not be limited to, full functionality for asset registry; asset condition and assessment; fleet, facilities, structure, work, warranty, and inventory management; planning and budgeting; and management reporting. The requirements for each of these functionalities are more fully described in Exhibit G, Compliance Matrix.

2.2. **Hosted or On-Premise Solution.** Capital Metro prefers a hosted solution, but will consider an on-premises solution. If the EAM solution is hosted, it will be subject to Exhibit IT (Hosted Solutions) – Additional Terms and Conditions for the Performance of Information Technology (IT) Products and Services. If the EAM solution is on-premises, it will be subject to Exhibit IT (On-Premises Solutions) – Additional Terms and Conditions for the Performance of Information Technology (IT) Products and Services. CMTA will be responsible to provide all hardware requirements for the EAM solution including, but not limited to, servers (if on-premises), workstations, hand-held devices and other hardware that may be necessary or preferred for full access to and functional operation of the EAM solution. CMTA may, at its sole discretion, opt to purchase hand-held devices and docking cradles from the Contractor.

2.3. **Capital Metro Operating Environment.** The Capital Metro operating environment is standardized as follows and the EAM solution will provide full functionality while operating seamlessly and effectively with this environment:

2.3.1. Client computers: Microsoft Windows 10 64bit (and above) with Microsoft Office 2016 (and above)

2.3.2. Browser: Internet Explorer 11.0 and above

2.3.3. Servers: Microsoft Server 2012 64bit (and above)

2.3.4. Databases: Microsoft SQL Server 2016 64bit (and above)

2.3.5. VMware for server virtualization

2.3.6. Antivirus: McAfee VirusScan Enterprise + AntiSpyware Enterprise 8.8.0 (and above)

2.3.7. Citrix XenApp 6.5 (and above) for the current maintenance software and other systems

2.3.8. Capital Metro’s corporate network backbone is 1GB

2.4. **Integrations.** SPEAR is integrated and the EAM solution must also integrate with GasBoy for fueling, Trapeze OPS for vehicle availability, OrbCAD for incident recording and work order generation, and Office 365 for emailing, notifications, file downloading and sharing. Contractor shall also provide options to integrate Dynamics AX for procurement and fixed assets accounting and CSLink Real Estate for real property management. In addition to these, Capital Metro has designed and developed eight (8) external software systems for serial components tracking, public facilities work tracking, and web pages for data extraction from various Capital Metro systems. The EAM solution shall provide application programming interfaces (APIs) to support integration of these CMTA developed systems and future in-house developments.

Contractor shall be responsible for working with third-party vendors to obtain, license and integrate into the solution to provide fully functioning integrations.

2.5. **Data Migration.** The Contractor shall be responsible for migration of all SPEAR data and associated documentation to the EAM solution.

2.6. **Data Archiving/Disaster Recovery/System Availability.** The EAM solution shall be capable of meeting or exceeding CMTA’s required availability and recovery:

2.6.1. System availability 24 x 7 x 365, 99.99% availability.

2.6.2. Downtime procedures for scheduled maintenance windows or outages with option for doing it after regular office hours as needed.

2.6.3. Disaster recovery plan.

2.7. **Documentation.** Contractor shall deliver all documentation requirements electronically using the appropriate Microsoft Office 2016 platform (Word, Excel, PowerPoint, Project, Visio) for editing by CMTA and documents will be shared and stored using the CMTA SharePoint site.

2.8. **Functional requirements.** The requirements in this Exhibit F Scope of Services and Exhibit G Compliance Matrix are functional in nature and do not encompass all requirements. The Contractor shall determine, through the Plan and Design phases, the impacts to the rest of the system and specific technical modifications needed to carry out the intent herein. The Contractor shall document and discuss all needs with CMTA and fully and successfully implement the agreed upon final EAM solution accordingly.

3. 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 CMTA review of all deliverables and make changes and updates to deliverables per CMTA review as needed. CMTA acceptance of all deliverables for each phase as evidenced by a signed phase acceptance certificate is required prior to invoicing.

3.1. **Plan.** Meet with CMTA project management 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:

3.1.1. Project Organization Chart

3.1.2. Project Schedule (Draft)

3.1.3. Action Items and Issues Log (AIL)

3.1.4. Review and Comment on CMTA Project Management Plan

3.1.5. Infrastructure Audit

3.1.6. Initiate Risk Register

3.1.7. System Implementation Plan (Draft)

3.1.8. Compliance Matrix Review

3.1.9. Kick-off meeting and base product demo with stakeholders to review and clarify requirements including confirmation of any required updates to CMTA’s environment regarding licensing, network infrastructure etc., identified in the proposal

3.1.10. Notification of Plan Phase Completion with Proof of Deliverables

- 3.1.11. Sign off on Plan Phase Acceptance Certificate
- 3.1.12. Phase Invoice upon Receipt of CMTA Authorization to Invoice

3.2. **Design.** Contractor's technical requirements gathering and detailed design, beginning with on-site assessment and discussion with affected CMTA 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 CMTA to develop materials that will provide a basis to help instruct CMTA stakeholders in the easiest and most efficient way to use the system to their utmost advantage. Design Deliverables:

- 3.2.1. On-Site Assessment; Documentation of Findings
- 3.2.2. Hardware Recommendations (if On-Premises solution)
- 3.2.3. Configuration Management Document ("CMD" - Draft)
- 3.2.4. Wireframe Diagrams (Draft)
- 3.2.5. System Implementation Plan (Final)
- 3.2.6. Disaster Recovery Plan (Draft)
- 3.2.7. Data Migration Plan (Draft)
- 3.2.8. Quality Assurance Plan (Draft)
- 3.2.9. Risk Management Plan participation (Final)
- 3.2.10. Review of Design and System Implementation Plan with Stakeholders
- 3.2.11. Change Recommendations for CMTA Business Process Flowcharts for EAM Solution Effectiveness
- 3.2.12. Update of Design Based on Review
- 3.2.13. Project Schedule (Baseline) with Resource Loading
- 3.2.14. Review and Acceptance of CMTA Project Management Plan
- 3.2.15. Compliance Matrix Review
- 3.2.16. Notification of Design Phase Completion with Proof of Deliverables
- 3.2.17. Sign off on Design Phase Acceptance Certificate
- 3.2.18. Phase Invoice upon Receipt of CMTA Authorization to Invoice

3.3. **Develop.** Development, configuration and installation of the solution and integration as well as installation within a development and a test environment so configuration and testing of the required functionality can be started. This task will include setting the initial configuration values by the Contractor so they can be tested and changed if needed. During this phase, the rollout of the system must be worked on to include training all IT and Operational staff who will use or have on-going support roles. Develop Deliverables:

- 3.3.1. Quality Assurance Plan Including QA/QC Checklist (Final)
- 3.3.2. Development Environment Installation
- 3.3.3. Test Environment Installation
- 3.3.4. Supporting Infrastructure Implemented
- 3.3.5. Application and Functionality Development
- 3.3.6. Configuration Management Document ("CMD" - Update)
- 3.3.7. Wireframe Diagrams (Update)
- 3.3.8. Disaster Recovery Plan (Update)
- 3.3.9. Data Migration Plan (Update)
- 3.3.10. Quality Assurance Plan (Final)
- 3.3.11. Test Procedure/Plan including Test Scripts, Use Cases, Acceptance Test Criteria Demonstrating that Each Component of the Compliance Matrix is Developed and Meets Requirement (Draft)
- 3.3.12. Update Compliance Matrix with Test Number

- 3.3.13. CMD Values Test and Update
- 3.3.14. Review of CMTA Changes to Business Process Flowcharts
- 3.3.15. High-level Training of CMTA Staff and service provider staff to Prepare for Test Phase
- 3.3.16. Training Plan for all User Types (Draft) – Contractor shall provide Train-the-Trainer Training Plan Draft that shall include the following:
 - 3.3.16.1. Submit a training plan including the training schedule and course outlines for review a minimum of three weeks prior to the scheduled classes
 - 3.3.16.2. Provide all equipment, tools, training aids and other materials necessary to train participants (CMTA will provide space and laptops)
 - 3.3.16.3. Schedule the training staff to be on site timely to ensure equipment, materials, student accounts and classroom are set up to be fully ready for when class begins
 - 3.3.16.4. 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
 - 3.3.16.5. Provide customized training manuals specific to CMTA's environment in Microsoft Word and PDF. Contractor shall provide hard copies in the number of agreed-to number of training participants as well as the Instructor versions
- 3.3.17. Warranty and Maintenance Plan Review
- 3.3.18. Review and Feedback of CMTA Support Responsibility Matrix
- 3.3.19. Notification of Develop Phase Completion with Proof of Deliverables
- 3.3.20. Sign off on Develop Phase Acceptance Certificate
- 3.3.21. Phase Invoice upon Receipt of CMTA Authorization to Invoice

3.4. **Test.** Integration and testing by Contractor and CMTA to determine that all functionality required of the installed EAM solution, hardware, 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 CMTA for all phases. Only CMTA data is to be used for testing. Before CMTA 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:

- 3.4.1. Training Plan (Final)
- 3.4.2. Document Procedures and Migrate Environment from Development to Test
- 3.4.3. Contractor’s Successful Test Procedure/Plan Results
- 3.4.4. Documentation including User and Training Manuals (Draft)
- 3.4.5. Test Procedure/Plan including Test Scripts, Use Cases and Acceptance Test Criteria (Final)
- 3.4.6. System Acceptance Test (SAT) Plan Developed (Subset to Use to Determine Go, No-Go before Go Live)
- 3.4.7. Security Penetration Test
- 3.4.8. Disaster Recovery Test – End-to-End
- 3.4.9. Data Migration Test
- 3.4.10. 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:

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.

- 3.4.11. Regression Testing of the Entire Test Plan for Any Class 1 and Class 2 Failures
- 3.4.12. Introduction to Contractor’s Support Manager and Team
- 3.4.13. Detailed Processes and Contact Information for Post Go Live Support
- 3.4.14. Compliance Matrix Review and Update
- 3.4.15. Notification of Test Phase Completion with Proof of Deliverables
- 3.4.16. Sign off on Test Phase Acceptance Certificate
- 3.4.17. Phase Invoice upon Receipt of CMTA Authorization to Invoice

3.5. Deploy/Go Live. Deploy: once all the test failures have been corrected, the Contractor shall install and configure the hardware and software and incorporate it into the live environment. Go Live: the Contractor shall develop a Go Live Schedule and Transition Plan that identifies tasks, needed resources, system downtime procedures, and a Go-No-Go meeting to ensure system readiness for Go Live. Go Live must be approved by CMTA and may require changes to the schedule to delay the Go Live due to readiness issues. 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, CMTA reserves the right to cancel, extend or restart the Go Live period. The Contractor shall be required to participate in the monitoring of the system and must rapidly resolve system issues in recognition that the system is a CMTA Tier One, mission critical system. Deploy/Go Live Deliverables:

- 3.5.1. Conduct Training for all User Types using Train-the-Trainer Model
- 3.5.2. Document Procedures and Migrate Environment from Test to Production
- 3.5.3. QA/QC checklist Sign off
- 3.5.4. Delivery and Inventory of Spares (e.g. optional hand-held devices)
- 3.5.5. Update to Disaster Recovery Plan
- 3.5.6. Delivery of all Documentation including User and Training Manuals (Go Live Draft)
- 3.5.7. Deployment, Implementation, Configuration and Integration of the EAM solution with all environments
- 3.5.8. Migration of CMTA historical data
- 3.5.9. System Acceptance Test (SAT)
- 3.5.10. Resolution of SAT TFRs
- 3.5.11. Go Live Schedule and Transition Plan Including But Not Limited To:
 - 3.5.11.1. Tasks and Needed Resources
 - 3.5.11.2. System Downtime Procedures
 - 3.5.11.3. Go-No-Go Meeting with CMTA to Ensure System Readiness
- 3.5.12. System Go Live
- 3.5.13. Technical Lead On-site During First Week of Go Live, or Longer if System Issues are Experienced
- 3.5.14. Revised (final) Copies of all Required Documentation including User and Training Manuals
- 3.5.15. Compliance Matrix Review
- 3.5.16. Notification of Plan Phase Completion with Proof of Deliverables
- 3.5.17. Sign off on Go Live Phase Acceptance Certificate
- 3.5.18. Phase Invoice upon Receipt of CMTA Authorization to Invoice

3.6. **Close.** Obtain acceptance by CMTA to formally close the project. Apply appropriate updates to project documents. Close out all procurement activities ensuring termination of all relevant agreements. Close Deliverables:

- 3.6.1. Follow-up training on areas identified during Go Live
- 3.6.2. Final recommendations for CMTA-updated Process Flowcharts
- 3.6.3. All AIL items closed
- 3.6.4. Resolution of all Minor (Class 3) TFRs
- 3.6.5. Final Documentation for Environment Refresh (Develop-Test-Production)
- 3.6.6. Disaster Recovery Plan (Final)
- 3.6.7. Configuration Management Documents (CMD – Final)
- 3.6.8. Wireframe Diagrams (Final)
- 3.6.9. APIs and All Documentation Related to All Integrations (Final)
- 3.6.10. Warranty and Maintenance Procedure Review and Forms
- 3.6.11. As-builts: updates to any documentation including design document changes
- 3.6.12. Participation in Lessons Learned
- 3.6.13. Notification of Closeout Phase Completion with Proof of Deliverables
- 3.6.14. Sign off on Closeout Acceptance Certificate
- 3.6.15. Final Invoice upon Receipt of CMTA Authorization to Invoice

3.7. **Project Management.** The project management phase shall be continuous throughout the project beginning with the Notice to Proceed through Close, and the tasks shall be applicable to each phase. The Contractor shall lead the project and is expected to drive and manage all aspects of the project including the management of any subcontractors. CMTA shall manage and coordinate all its resources. 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 CMTA. Project Management Deliverables:

- 3.7.1. Active Partnership with CMTA in assuring Project Success
- 3.7.2. Onsite At Least Two Weeks a Month During Each Project Phase (May Be Performed by Technical Lead Depending Upon Scheduled Activities By Agreement with CMTA)
- 3.7.3. Single Point of Contact for All Communication Regarding Work Under This Contract
- 3.7.4. Task Coordination with The Designated CMTA Project Manager
- 3.7.5. Regular Communication with The Project Manager and Any Other Staff Designated to Discuss Progress, Critical Risk Factors that May Affect the Project Schedule or Other Success Factors, as Well as Unique Issues That May Surface
- 3.7.6. Specification of CMTA's Staff Resources Needed for Project Success at Least Two Weeks in Advance within Project Schedule
- 3.7.7. Support Responsibility Matrix Review and Updates as Needed
- 3.7.8. Weekly Scrums or Bi-Weekly Status Meetings with Updated Schedule and AIL
- 3.7.9. Review and Feedback of Change Requests as Needed
- 3.7.10. Monthly Risk Registry Updates
- 3.7.11. Monthly Management Review Meetings
- 3.7.12. Monthly Project Status Report
- 3.7.13. Quarterly attendance and Status Presentation at Steering Committee Meetings
- 3.7.14. Responsible for ensuring all project documentation, including meeting minutes, AIL updates, project schedule and plans are kept updated in our SharePoint site

4. Payment Milestones.

4.1. Milestone Percentages. Payment for each of the above described project phases (3.1-3.6) shall be paid in the following percentages of total Project Cost:

- 4.1.1. Plan: 10%
- 4.1.2. Design: 15%
- 4.1.3. Develop: 15%
- 4.1.4. Test: 15%
- 4.1.5. Deploy/Go Live: 30%
- 4.1.6. Closeout: 15%

4.2. Phase Closeout. Payment will be governed based on:

- 4.2.1. Notification of Plan Phase Completion with Proof of Deliverables
- 4.2.2. Sign off on Go Live Phase Acceptance Certificate
- 4.2.3. Phase Invoice upon Receipt of CMTA Authorization to Invoice which must contain the CMTA signed Acceptance Certificate

4.3. Contract Completion/Termination.

Within five (5) days of the expiration or termination of a final agreement for any reason, or upon CMTA's request, Contractor will provide CMTA with a copy of all relevant portions of CMTA data, without limitation, from the EAM solution and associated servers or other storage means and assist with and accommodate transition/transfer of such data to CMTA or another provider. The format of the data transition shall be determined by CMTA.

Exhibit F is amended and clarified as follows:

2.2 is clarified in that CMTA has chosen a SAAS solution, and all references to “on-premise” solution are not applicable and are deleted. “Exhibit IT” is deleted and replaced with “Infor SLISA”

2.3 is clarified in that Infor is implementing a SAAS solution, therefore 2.3.3 – 2.3.8 are not applicable except in terms of integration or middleware. Supported environments are defined in Infor’s SaaS agreement product compatibility matrix.

2.4 is clarified in that Infor will implement the integrations listed in the attached SOW, section 1.10 Interfaces. Office 365 integration functionality beyond what is described in 2.4 would result in a mutually agreed upon change order.

2.5 is clarified in that data migration is necessarily a joint effort. Infor has provided a data migration plan section 1.11 Data Conversion section of the attached SOW.

2.6 is clarified in that data archiving/disaster recovery/system availability are addressed in the attached Order Form exhibit labeled “availability”, therefore 2.6.1, 2.6.2, and 2.6.3 are deleted.

2.7 is clarified in that “documentation” refers to project documentation.

2.8 is amended to add that any changes to scope described herein will require a mutually agreed upon change order.

3.1 is amended and clarified in that Infor is implementing a cloud solution and as such, 3.1.5 is not applicable and is deleted.

3.2 is amended and clarified in that Infor is implementing a cloud solution and as such, 3.2.2, is not applicable and are deleted. 3.2.4 is clarified as described in Exhibit G 3.2.4 labeled “Wireframe Diagrams.” 3.2.6 Disaster Recovery is addressed in the exhibit attached to the order form in the section “Disaster Recovery” and is deleted.

3.2.13 is amended to add that resources will be defined in the manner mutually agreed to.

3.3 is amended and clarified in that Infor is implementing a cloud solution and as such, 3.3.7, and 3.3.8 are not applicable and are deleted. 3.3.2 and 3.3.3 are clarified in that these environments are provided as a part of the provisioning of the Infor EAM SaaS environment, and are not installed or implemented by the project team. 3.3.4 is clarified and amended to add “if needed to support existing scope.” 3.3.8 Disaster Recovery is addressed in the exhibit attached to the order form in the section “Disaster Recovery” and therefore 3.3.8 is deleted.

3.4.5 is amended in that Infor and CMTA are jointly responsible for developing and executing test plans in accordance with matrix below.

Tasks	Resp
TES_010 Develop Testing Strategy	INFOR/CMTA
TES_040 Develop System Integration Test Plan	INFOR/CMTA
TES_050 Develop User Acceptance Test Plan	INFOR/CMTA
TES_090 Develop Functional Test Scripts	CMTA / INFOR
TES_100 Conduct Functional Test	INFOR/CMTA
TES_110 Develop System Integration Test Scripts	INFOR/CMTA
TES_120 Conduct System Integration Test	CMTA
TES_130 Prepare Users for Test	CMTA
TES_140 Prepare User Acceptance Test Environment	INFOR / CMTA
TES_150 Conduct User Acceptance Test	CMTA

3.4.7 and 3.4.8 are not applicable as CMTA has decided to move forward with a SaaS solution, and are deleted.

3.5 is amended and clarified in that Infor is implementing a cloud solution and as such, all references to hardware and installation are not applicable and are deleted.

3.5.4 is not applicable and is deleted.

3.6.1 is amended and clarified in that any training beyond that described in the attached SOW section 1.17, and throughout the document, will be provided through a mutually agreed upon change order.

4.1 is amended to the milestone payment table included in the Statement of Work attached below.

4.3 is addressed in the attached SLSA section 8(d) and is deleted.

Infor will execute the amended and clarified scope in Exhibit F-Revised-1 by using the attached Statement of Work.

Instructions:						
A. The Contractor is required to indicate the compliance status relative to each individual requirement listed in the Compliance Matrix by marking C-can comply; N-cannot comply, A-will comply with an alternative. Responses of "C" or "N" do not require any further elaboration. A response of "A" requires an explanation.						
B. The Comments section shall be used for "A-will comply with an alternative" for explaining the alternative. Do not add comments for "C" or "N". Questions on the Compliance Matrix should be directed to the Contracts Administrator prior to submitting.						
C. The Contractor must deliver a system encompassing all requirements including delivery of third-party products to make the solution fully functional.						
D. Sections 1 through 3 contain clauses from Exhibit F sections 1 through 3, and are presented for the Contractor to respond with compliance.						
E. The requirements in the Scope and Compliance Matrix are functional in nature and do not encompass all changes required to the system. The Contractor shall determine, through the Plan and Design phases, the impacts to the rest of the system and specific technical modifications needed to carry out the intent herein. The Contractor shall document and discuss said needs with CMTA and implement the agreed upon final solution accordingly.						
F. The Final Column entitled "Test #" will be used during the Develop Phase when the Contractor will update the Compliance Matrix with the test number that corresponds with each line.						
#	Compliance Matrix	Proposer Questions	CMTA Response to Questions	Compliance	Comments	CMTA Response to Comments
1.0	Overview					
1.1	Introduction. Capital Metropolitan Transportation Authority (hereinafter "CMTA" or "Capital Metro") is requesting proposals to provide, install and integrate a commercial off-the-shelf (COTS) Enterprise Asset Management Software solution (hereinafter "EAM solution"). The selected Contractor (hereinafter "the Contractor") shall supply and install all hardware, software and all proper and necessary license requirements and services to fully configure and integrate the EAM solution into the existing environment. The EAM solution may be hosted or software as a service, SAAS, (hereinafter "hosted"), or non-SAAS (hereinafter "on-premises"). The EAM solution will be used by CMTA and its five service providers listed with operations managed: Travis Transit, bus and buildings; MV Transit, bus, paratransit and buildings; Rosemark, buildings; Herzog, Commuter Rail; Watco, freight rail. These service providers could potentially change during the term of this contract, by addition of more service providers or replacement of current service providers.					
2.0	EAM Solution Functional Requirements					
2.1	Inclusions. The EAM solution shall include but not be limited to, full functionality for asset registry; asset condition; fleet, facilities, structure, work, warranty, and inventory management; planning and budgeting; and management reporting. The requirements for each of these functionalities are more fully described in Exhibit G, Compliance Matrix.					
2.2	Hosted or On-Premise Solution. CMTA prefers a hosted solution, but will consider an on-premises solution, if the EAM solution is hosted, it which will be subject to Exhibit IT (Hosted Solutions) – Additional Terms and Conditions for the Performance of Information Technology (IT) Products and Services. If the EAM solution is on-premises, it will be subject to Exhibit IT (On-Premises Solutions) – Additional Terms and Conditions for the Performance of Information Technology (IT) Products and Services. CMTA will be responsible to provide all hardware requirements for the EAM solution including, but not limited to, servers (if on-premises), workstations, hand-held devices and other hardware that may be necessary or preferred for full access to and functional operation of the EAM solution. CMTA may, at its sole discretion, opt to purchase hand-held devices and docking cradles from the Contractor. *Specify in the Comments section whether the solution is hosted or on-premises.*					
2.3	CMTA Operating Environment. The CMTA operating environment is standardized as follows and the EAM solution will provide full functionality while operating seamlessly and effectively with this environment: 2.3.1. Client computers: Microsoft Windows 10 64bit (and above) with Microsoft Office 2016 (and above) 2.3.2. Browser: Internet Explorer 11.0 and above 2.3.3. Servers: Microsoft Server 2012 64bit (and above) 2.3.4. Databases: Microsoft SQL Server 2016 64bit (and above) 2.3.5. VMware for server virtualization 2.3.6. Antivirus: McAfee VirusScan Enterprise + AntiSpyware Enterprise 8.8.0 (and above) 2.3.7. Citrix XenApp 6.5 (and above) for the current maintenance software and other systems 2.3.8. CMTA's corporate network backbone is 1GB					
2.4	Integrations. SPEAR is integrated and the EAM solution must also integrate with GasBoy for fueling, Trapeze OPS for vehicle availability, OrbCAD for incident reporting and work order generation, and Office 365 for emailing, notifications, file downloading and sharing. Contractor shall also provide options to integrate Dynamics AX for procurement and fixed assets accounting and CSLink Real Estate for real property management (optional - see Exhibit A.) In addition to these, Capital Metro has designed and developed eight (8) external software systems for serial components tracking, public facilities work tracking, and web pages for data extraction from various Capital Metro systems. The EAM solution shall provide application programming interfaces (APIs) to support integration of these CMTA developed systems and future in-house developments. Contractor shall be responsible for working with third-party vendors to obtain, license and integrate into the solution to provide fully functioning integrations.					
2.5	Data Migration. The Contractor shall be responsible for migration of all SPEAR data and associated documentation to the EAM solution.					
2.6	Data Archiving/Disaster Recovery/System Availability. The EAM solution shall be capable of meeting or exceeding CMTA's required availability and recovery: 2.6.1. System availability 24 x 7 x 365, 99.99% availability. 2.6.2. Downtime procedures for scheduled maintenance windows or outages with option for doing it after regular office hours as needed. 2.6.3. Disaster recovery plan.					
2.7	Documentation. Contractor shall deliver all documentation requirements electronically using the appropriate Microsoft Office 2016 platform (Word, Excel, PowerPoint, Project, Visio) for editing by CMTA and documents will be shared and stored using the CMTA SharePoint site.					
2.8	Functional requirements. The requirements in this Exhibit F Scope of Services and Exhibit G Compliance Matrix are functional in nature and do not encompass all requirements. The Contractor shall determine, through the Plan and Design phases, the impacts to the rest of the system and specific technical modifications needed to carry out the intent herein. The Contractor shall document and discuss all needs with CMTA and fully and successfully implement the agreed upon final EAM solution accordingly.					
3.0	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 CMTA review of all deliverables and make changes and updates to deliverables per CMTA review as needed. CMTA acceptance of all deliverables for each phase as evidenced by a signed phase acceptance certificate is required prior to invoicing.					
3.1	Plan. Meet with CMTA project management 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:					
3.1.1	Project Organization Chart					
3.1.2	Project Schedule (Draft)					
3.1.3	Action Items and Issues Log (All)					
3.1.4	Review and Comment on CMTA Project Management Plan					
3.1.5	Infrastructure Audit					

#	Compliance Matrix	Proposer Questions	CMTA Response to Questions	Compliance	Comments	CMTA Response to Comments	Test #
3.1.6	Initiate Risk Register						
3.1.7	System Implementation Plan (Draft)						
3.1.8	Compliance Matrix Review						
3.1.9	Kick-off meeting and base product demo with stakeholders to review and clarify requirements including confirmation of any required updates to CMTA's environment regarding licensing, network infrastructure etc., identified in the proposal						
3.1.10	Notification of Plan Phase Completion with Proof of Deliverables						
3.1.11	Sign off on Plan Phase Acceptance Certificate						
3.1.12	Phase Invoice upon Receipt of CMTA Authorization to Invoice						
3.2	Design. Contractor's technical requirements gathering and detailed design, beginning with on-site assessment and discussion with affected CMTA 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 CMTA to develop materials that will provide a basis to help instruct CMTA stakeholders in the easiest and most efficient way to use the system to their utmost advantage. Design Deliverables:						
3.2.1	On-Site Assessment; Documentation of Findings						
3.2.2	Hardware Recommendations (if On-Premises Solution)						
3.2.3	Configuration Management Document ("CMD" - Draft)						
3.2.4	Wireframe Diagrams (Draft)						
3.2.5	System Implementation Plan (Final)						
3.2.6	Disaster Recovery Plan (Draft)						
3.2.7	Data Migration Plan (Draft)						
3.2.8	Quality Assurance Plan (Draft)						
3.2.9	Risk Management Plan participation (Final)						
3.2.10	Review of Design and System Implementation Plan with Stakeholders						
3.2.11	Change Recommendations for CMTA Business Process Flowcharts for EAM Solution Effectiveness						
3.2.12	Update of Design Based on Review						
3.2.13	Project Schedule (Baseline) with Resource Loading						
3.2.14	Review and Acceptance of CMTA Project Management Plan						
3.2.15	Compliance Matrix Review						
3.2.16	Notification of Design Phase Completion with Proof of Deliverables						
3.2.17	Sign off on Design Phase Acceptance Certificate						
3.2.18	Phase Invoice upon Receipt of CMTA Authorization to Invoice						
3.3	Develop. Development, configuration and installation of the solution and integration as well as installation within a development and a test environment so configuration and testing of the required functionality can be started. This task will include setting the initial configuration values by the Contractor so they can be tested and changed if needed. During this phase, the rollout of the system must be worked on to include training all IT and Operational staff who will use or have on-going support roles. Develop Deliverables:						
3.3.1	Quality Assurance Plan Including QA/QC Checklist (Final)						
3.3.2	Development Environment Installation						
3.3.3	Test Environment Installation						
3.3.4	Supporting Infrastructure Implemented						
3.3.5	Application and Functionality Development						
3.3.6	Configuration Management Document ("CMD" - Update)						
3.3.7	Wireframe Diagrams (Update)						
3.3.8	Disaster Recovery Plan (Update)						
3.3.9	Data Migration Plan (Update)						
3.3.10	Quality Assurance Plan (Final)						
3.3.11	Test Procedure/Plan including Test Scripts, Use Cases, Acceptance Test Criteria Demonstrating that Each Component of the Compliance Matrix is Developed and Meets Requirement (Draft)						
3.3.12	Update Compliance Matrix with Test Number						
3.3.13	CMD Values Test and Update						
3.3.14	Review of CMTA Changes to Business Process Flowcharts						
3.3.15	High-level Training of CMTA and service provider staff to Prepare for Test Phase						
3.3.16	Training Plan for all User Types (Draft) – Contractor shall provide Train-the-Trainer Training Plan Draft that shall include the following: 3.3.11.1. Submit a training plan including the training schedule and course outlines for review a minimum of three weeks prior to the scheduled classes 3.3.11.2. Provide all equipment, tools, training aids and other materials necessary to train participants (CMTA will provide space and laptops) 3.3.11.3. Schedule the training staff to be on site timely to ensure equipment, materials, student accounts and classroom are set up to be fully ready for when class begins 3.3.11.4. 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 3.3.11.5. Provide customized training manuals specific to CMTA's environment in Microsoft Word and PDF. Contractor shall provide hard copies in the number of agreed-to number of training participants as well as the Instructor versions						
3.3.17	Warranty and Maintenance Plan Review						
3.3.18	Review and Feedback of CMTA Support Responsibility Matrix						
3.3.19	Notification of Develop Phase Completion with Proof of Deliverables						
3.3.20	Sign off on Develop Phase Acceptance Certificate						
3.3.21	Phase Invoice upon Receipt of CMTA Authorization to Invoice						
3.4	Test. Integration and testing by Contractor and CMTA to determine that all functionality of the installed EAM solution, hardware, 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 CMTA for all phases. Only CMTA data is to be used for testing. Before CMTA 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:						
3.4.1	Training Plan (Final)						
3.4.2	Document Procedures and Migrate Environment from Development to Test						
3.4.3	Contractor's Successful Test Procedure/Plan Results						
3.4.4	Documentation including User and Training Manuals (Draft)						
3.4.5	Test Procedure/Plan including Test Scripts, Use Cases and Acceptance Test Criteria (Final)						

#	Compliance Matrix	Proposer Questions	CMTA Response to Questions	Compliance	Comments	CMTA Response to Comments	Test #
3.4.6	System Acceptance Test (SAT) Plan Developed (Subset to Use to Determine Go, No-Go before Go Live)						
3.4.7	Security Penetration Test						
3.4.8	Disaster Recovery Test - End-to-End						
3.4.9	Data Migration Test						
3.4.10	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: 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.						
3.4.11	Regression Testing of the Entire Test Plan for Any Class 1 and Class 2 Failures						
3.4.12	Introduction to Contractor's Support Manager and Team						
3.4.13	Detailed Processes and Contact Information for Post Go Live Support						
3.4.14	Compliance Matrix Review and Update						
3.4.15	Notification of Test Phase Completion with Proof of Deliverables						
3.4.16	Sign off on Test Phase Acceptance Certificate						
3.4.17	Phase Invoice upon Receipt of CMTA Authorization to Invoice						
3.5	Deploy/Go Live. Deploy: once all the test failures have been corrected, the Contractor shall install and configure the hardware and software and incorporate it into the live environment. Go Live: the Contractor shall develop a Go Live Schedule and Transition Plan that identifies tasks, needed resources, system downtime procedures, and a Go-No-Go meeting to ensure system readiness for Go Live. Go Live must be approved by CMTA and may require changes to the schedule to delay the Go Live due to readiness issues. 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, CMTA reserves the right to cancel, extend or restart the Go Live period. The Contractor shall be required to participate in the monitoring of the system and must rapidly resolve system issues in recognition that the system is a CMTA Tier One, mission critical system. Deploy/Go Live Deliverables:						
3.5.1	Conduct Training for all User Types using Train-the-Trainer Model						
3.5.2	Document Procedures and Migrate Environment from Test to Production						
3.5.3	QA/QC checklist Sign off						
3.5.4	Delivery and Inventory of Spares (e.g. optional hand-held devices)						
3.5.5	Update to Disaster Recovery Plan						
3.5.6	Delivery of all Documentation including User and Training Manuals (Go Live Draft)						
3.5.7	Deployment, Implementation, Configuration and Integration of the EAM solution						
3.5.8	Migration of CMTA historical data						
3.5.9	System Acceptance Test (SAT)						
3.5.10	Resolution of SAT TFRs						
3.5.11	Go Live Schedule and Transition Plan Including But Not Limited To: 3.5.11.1. Tasks and Needed Resources 3.5.11.2. System Downtime Procedures 3.5.11.3. Go-No-Go Meeting with CMTA to Ensure System Readiness						
3.5.12	System Go Live						
3.5.13	Technical Lead On-site During First Week of Go Live, or Longer if System Issues are Experienced						
3.5.14	Revised (final) Copies of all Required Documentation including User and Training Manuals						
3.5.15	Compliance Matrix Review						
3.5.16	Notification of Plan Phase Completion with Proof of Deliverables						
3.5.17	Sign off on Go Live Phase Acceptance Certificate						
3.5.18	Phase Invoice upon Receipt of CMTA Authorization to Invoice						
3.6	Close. Obtain acceptance by CMTA to formally close the project. Apply appropriate updates to project documents. Close out all procurement activities ensuring termination of all relevant agreements. Close Deliverables:						
3.6.1	Follow-up training on areas identified during Go Live						
3.6.2	Final recommendations for CMTA-updated Process Flowcharts						
3.6.3	All AIL items closed						
3.6.4	Resolution of all Minor (Class 3) TFRs						
3.6.5	Final Documentation for Environment Refresh (Develop-Test-Production)						
3.6.6	Disaster Recovery Plan (Final)						
3.6.7	Configuration Management Documents (CMD - Final)						
3.6.8	Wireframe Diagrams (Final)						
3.6.9	APIs and All Documentation Related to All Integrations (Final)						
3.6.10	Warranty and Maintenance Procedure Review and Forms						
3.6.11	As-builts: updates to any documentation including design document changes						
3.6.12	Participation in Lessons Learned						
3.6.13	Notification of Closeout Phase Completion with Proof of Deliverables						
3.6.14	Sign off on Closeout Acceptance Certificate						
3.6.15	Final Invoice upon Receipt of CMTA Authorization to Invoice						
3.7	Project Management. The project management phase shall be continuous throughout the project beginning with the Notice to Proceed through Close, and the tasks shall be applicable to each phase. The Contractor shall lead the project and is expected to drive and manage all aspects of the project including the management of any subcontractors. CMTA shall manage and coordinate all its resources. 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 CMTA. Project Management Deliverables:						
3.7.1	Active Partnership with CMTA in assuring Project Success						
3.7.2	Onsite at Least Two Weeks a Month During Each Project Phase (May Be Performed By Technical Lead Depending Upon Scheduled Activities By Agreement with CMTA)						
3.7.3	Single Point of Contact for All Communication Regarding Work Under This Contract						
3.7.4	Task Coordination with The Designated CMTA Project Manager						
3.7.5	Regular Communication with The Project Manager and Any Other Staff Designated to Discuss Progress, Critical Risk Factors that May Affect the Project Schedule or Other Success Factors, as Well as Unique Issues That May Surface						
3.7.6	Specification of CMTA's Staff Resources Needed for Project Success at Least Two Weeks in Advance within Project Schedule						
3.7.7	Support Responsibility Matrix Review and Updates as Needed						
3.7.8	Weekly Scrums or Bi-Weekly Status Meetings with Updated Schedule and AIL						

#	Compliance Matrix	Proposer Questions	CMTA Response to Questions	Compliance	Comments	CMTA Response to Comments	Test #
3.7.9	Review and Feedback of Change Requests as Needed						
3.7.10	Monthly Risk Registry Updates						
3.7.11	Monthly Management Review Meetings						
3.7.12	Monthly Project Status Report						
3.7.13	Quarterly attendance and Status Presentation at Steering Committee Meetings						
3.7.14	Responsible for ensuring all project documentation, including meeting minutes, AIL updates, project schedule and plans are kept updated in our SharePoint site						
4.0	Overall EAM Solution - Deliver a solution that shall:						
4.1	Be a fully integrated and secured enterprise class asset management information system that will allow for the comprehensive creation and management of transit assets including but not limited to the descriptions in FTA Final Rule for Transit Asset Management; National Transit Database dated July 26, 2016, https://www.gpo.gov/fdsys/pkg/FR-2016-07-26/pdf/2016-16883.pdf , and FRA guidance and reporting requirements (49 CFR 237 Bridge Safety Standards) and that addresses the Open Web Application Security Project (OWASP) Top 10 Application Security Risks, and any updates to all of the above during the term of the contract.						
4.2	Control data access based on Active Directory LDAP, so that CMTA can access all areas, while each service provider has access to only those assets under their purview						
4.3	Be a web-based solution						
4.4	Comply with standards for accessibility for all system functions including the Rehabilitation Act of 1973 and ADA Section 508, as both may be amended from time to time						
4.5	Import, export data. Import feature will allow for the verification of data, as appropriate to maintain data integrity.						
4.6	Display and manage documentation including but not limited to Microsoft Office objects, photos, videos, images, technical documentation, diagrams, schematics, interactive electronic parts catalogs, service manuals, manufacturer or service provider developed maintenance schedules, manuals, schematic and wiring diagrams, standard operating procedures, service bulletins, periodic inspection forms, management directives and warranty claims, technical drawings, and management directives.						
4.7	Allows set-up standard document and templates at CMTA and service provider level for use throughout the EAM solution with names, titles, labels, pre-defined backgrounds, etc.						
4.8	Integrate scanners for bar code, QR code and RFID data recognition and input						
4.9	Incorporate workflow features including approval and assignment for all modules						
4.10	Have tools for modifying and printing preconfigured workflows or developing new workflows						
4.11	Support definition of workflow events based on user-defined criteria						
4.12	Provide email notification of workflow items						
4.13	Write 25 CMTA defined customized workflows						
4.14	Integrates with CMTA's hosted Microsoft SharePoint document management system to allow for storing and viewing of content						
4.15	Support use of wireless hand held devices for full functionality in all modules across the solution to record and update back end data, or if wireless is not available will record and update when network connectivity is available; support operation using hand held devices with capabilities including but not limited to the same functionality as desktop, creating and addressing work orders, add notes, order parts, record labor, etc., scanning electronic media (barcode, etc., working in real time, or store and upload when out of range, and use as a labor hour capture device						
4.16	Provide integrated, ruggedized hand-held device with charging cradle (optional, see Exhibit A)						
4.17	Identify procurement methodology and document information e.g. contract number, date of purchase, options, term of warranty for all assets across the solution						
4.18	Have tools for archiving and purging of data						
4.19	Integrate with a third party CMTA standard business intelligence solution (such as Microsoft Power BI)						
4.20	Provide post Go Live support for CMTA staff by phone and e-mail for the software and systems components. Contractor agrees that onsite field engineering support may be needed and onsite presence may be required by Capital Metro at any time during the term of the contract. 24 x 7 x 365 – Tech Support response within 15 minutes of contact. Severity Level 1 – One or more Capital Metro department's ability to perform mission critical business functions is in jeopardy because the system is not available. All Level 1 issues will be responded to within 15 minutes of contact and a mean time to resolution (MTTR) or 4 hours or less. These outages will be escalated to the Contractor's Account Manager if not resolved within 4 hours, the Chief Technical Officer in 8 hours and the President/CEO at 12 hours of down time. Severity Level 2 – One or more Capital Metro department's ability to perform mission critical business functions is in jeopardy because the system is not available, but a workaround is or can be established within a reasonable time. All Level 2 issues will be responded to within 15 minutes of contact and a mean time to resolution (MTTR) or 8 hours or less. These outages will be escalated to the Contractor's Account Manager if not resolved within 8 hours, the Chief Technical Officer in 16 hours and the President/CEO at 24 hours of down time.						
4.21	Provide post solution support for CMTA staff by phone, e-mail, and Return Merchandise Authorization (RMA) for the hardware components (hand held devices and cradle option) 24 x 7 x 365 – Hardware Support response within 4 hours of contact. 24 x 7 x 365 – Hardware RMA fulfillment within 14 days of receipt of defective hardware. Capital Metro Maintenance staff will be responsible for replacement of bad components from spare stock, submitting RMAs for repairs of non-functioning hardware as well as for tracking and controlling spare stock and RMA submissions; escalating to 2nd level support if unable to resolve						
5.0	Application Architecture - Deliver a solution that shall:						
5.1	Provide a suite of fully-integrated application modules in which data record in one module is available for use and updated as appropriate in other modules of the system						
5.2	Share all related files across functional areas and organizations (subject to application security and user-defined business rules)						
5.3	Use an integrated file structure across the EAM software suite						
5.4	Securely segregate all data by CMTA service providers, line of business (rail, bus, facilities, etc.); assets, asset condition information, inventory, work orders. All application business objects and transactions must manage and display according to user sign-on attributes						
5.5	Have a template and metadata editor to manage items characteristics as terms, screen captions across the application and/or by screen by role						
5.6	Support altering tables and application for user-defined fields						
5.7	Use real-time update of data even if some scheduled jobs may actually be required in the background to complete the updating of the database						
5.8	Allow changing a master record without necessarily changing the associated transaction history (changes may be appropriate at user option)						
5.9	Keep user multi-screens open with a single user session						
5.10	Allow use of keyboard entry only (i.e. allow screen functions to be performed without use of a mouse)						

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5.11	Use alphanumeric characters for documents (e.g., receipt number) and other references (e.g., vendor, asset)						
5.12	Allow wildcard or partial searches						
5.13	Have spell check capability						
5.14	Include electronic signature function to initiate or approve a business event within the EAM system through authentication of the user to the system by entry of a valid user id and password at the time the user signs on to the system						
5.15	Support mass changes to defined data with appropriate audit trail						
5.16	Have full GIS/GPS compatible functionality for geographically displaying and analyzing asset location and condition, defects and problems, active or planned maintenance work, maintenance history and cost and other attributes; shall include a full featured GIS viewer within the EAM system which integrates with the CMTA's existing ESRI ArcGIS environment						
5.17	Spatially map a specific asset from within the EAM system; while looking at detailed information about an individual asset within the EAM, the user must be able to select "map the asset" and see the location of the asset displayed spatially by the GIS viewer within the EAM						
5.18	Integrate with Trapeze OPS so that vehicle status and availability is known for assignments						
5.19	Integrate OrbCAD system for real-time incident management including geolocation						
5.20	Integrate Gasboy system for fuel and fluids information						
5.21	Integrate with CSLink so that real estate information can be imported or exported (included as option - See Exhibit A)						
5.22	Integrate with Microsoft Dynamics AX (included as option - See Exhibit A); at a minimum the system must be able to initiate purchase requisitions when parts inventory is insufficient						
5.23	Integrate with Active Directory for user login and group access						
5.24	Comply with CMTA security policies						
5.25	Use secure hypertext transfer protocol (HTTPS)						
5.26	Provide an efficient, flexible way to control and administer access to all components of the EAM solution using role based security						
5.27	Allow authorized user to mark records for deletion but not remove them from the database until processed						
5.28	Maintain an audit trail of all actions that update and access the database including at a minimum user id, action performed, and time/date stamp; this includes any update via online, batch, web services or self-service functions						
5.29	Have a centrally stored and maintained system-wide help function that is context-sensitive, field-level, for all screen elements, screen errors and error codes						
5.30	Encrypt stored passwords; maintain an audit trail of when passwords were created/changed and by whom; require a minimum password length of eight (8) characters; allow user to change his/her own password; require users to change password using time limits defined by CMTA; force users to change his/her password during the first on-line session; prohibit re-use of identical password; and restrict password accessibility to the password system						
5.31	Log users out for inactivity in a time interval set by CMTA						
5.32	Support CMTA's requirement for Two Factor Authentication (2FA) using a cell phone for remote access						
5.33	Require named user accounts (CMTA does not allow generic accounts)						
5.34	Lock out users that surpass a configurable number of invalid access attempts, and allow for password reset through authentication protocol						
6.0	Technical Architecture - Deliver a solution that shall:						
6.1	Have an open and scalable system architecture						
6.2	Apply critical OS patches as they become available						
6.3	Use a vendor-independent design based on non-proprietary technology that does not have to be operated on proprietary hardware or operating system platforms						
6.4	Have a n-tier architecture						
6.5	Support virtualization for all tiers						
6.6	Support use of XML standards for communications (data exchange) to external parties						
6.7	Deliver content via the current (-1) supported version of Internet Explorer (CMTA standard), Chrome and Firefox						
6.8	Ensure any software which is required to be on a desktop can be deployed through the industry standard push technology such as Microsoft SCCM						
6.9	Support the following character sets at a minimum: UTF-8 Unicode, UTF-16 Unicode and ASCII						
6.10	Support web services using SOAP, ReST or other standard APIs						
6.11	Provide supported application program interface (API) data definitions and file structures for all key reference sets, master data sets and the largest volume EAM datasets						
6.12	Support data encryption where appropriate following Advanced Encryption Standards (AES) for data both in transit and at rest in all file structures						
6.13	Pre-validate and reformat all incoming batch or imported data						
6.14	Generate an error report for any validation issues or other errors identified during execution of a data load or an interface program						
6.15	Has tools for system monitoring with recommended monitor points and thresholds (e.g. disk space, CPU, ICMP, services, etc.) within the EAM application suite, as well as integrating with enterprise application monitoring tools such as SolarWinds, WhatsUpGold						
6.16	Be on the most current production release (-2) and SQL Server with specific environment to be recommended by proposer						
6.17	Support data replication, load balancing and synchronization across multiple physical or virtual servers						
6.18	Ensure that batch processing does not adversely impact on-line responsiveness or availability						
6.19	Execute the EAM software suite over a TCP/IP network						
6.20	Support running EAM application over existing CMTA and CMTA service provider networks						
6.21	Identify access requirements through firewalls						
6.22	Include database definitions, logical data model, record layouts, audit trail management, security administration, network diagram, installation and workflow process documentation in the technical system documentation						
6.23	Provide for read-only access to data via Open Database Connectivity (ODBC) or other tools with appropriate security						
7.0	Management Reporting - Deliver a module and features that shall:						
7.1	Include out-of-the-box reports that cover typical management functions, as well as user-developed customizable, custom and adhoc reports for publishing or user-only access						
7.2	Include out-of-the-box dashboard feature customizable for key performance data that supports organization-wide analysis and integrated decision making; allow the dashboard to be configurable including label, field data order, position, hide/unhide etc.						
7.3	Comply with FTA SOGR, FRA, FastAct requirements, NTD reporting and any other federally mandated reporting as may be updated						
7.4	In new releases, support contractor-provided and user-developed customizable, custom and adhoc reports for publishing or user-only access						
7.5	Provide user access to reports and downloads via the web without installation of client software						
7.6	Allow background reporting and notification when the report is complete						
7.7	Support export of query and report results in Microsoft Word, Excel, ASCII, text and PDF formats						
7.8	Allow report printing on special forms						
7.9	Include wizards to guide the users through report building steps						

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7.10	Include cursor selection and drag-and-drop features to assist users in formatting reports and inquiries from data dictionary or other pre-established lists						
7.11	Provide the ability to schedule print jobs						
7.12	Provide pre-built data cubes for EAM functions						
7.13	Write 25 CMTA defined customized reports						
7.14	Provide 5 CMTA defined custom dashboards						
8.0	Work Planning & Management - Deliver a module and features that shall:						
8.1	Support the planning, prioritizing, scheduling, management, notification and tracking of the various maintenance management activities and resulting cost performance for assets that are housed and managed in multiple maintenance facilities						
8.2	Automate the generation of work orders that incorporate different conditions that triggers activities such as planned/preventive maintenance for assets but allow the ability to manually override; the generation of work orders should be based on assets and their component parts. Each repetitive work order should be dynamically created depending on the past maintenance of the asset and its components.						
8.3	Support handling of incidents including but not limited to tracking incidents with extensive details and generating work orders from incidents						
8.4	Define a campaign or project consisting of a singular work plan to be performed against multiple assets, tracking costs by work order and total for the work plan, asset, or asset class and sequencing them by order they need to be completed						
8.5	Display campaign or project time-line (e.g. Gantt Chart) including start and end dates for all associated work orders						
8.6	Track and assign craft, skills, and certification requirements for labor both at the work order or task level						
8.7	Filter work orders for display by typical as well as user-defined criteria						
8.8	Match material and parts inventory against work orders to determine if they are available or when they are to be delivered so work can be scheduled for completion						
8.9	Automate the work assignment process by having the system create a suggested work schedule based on work due within the schedule time period, crew schedules and availability, required skills, material availability, lift and tool availability, service requirements and other user-defined business rules						
8.10	Group work orders and work plans at multiple levels such as category, sub category, etc. in order to accurately reflect the work to be performed						
8.11	Track and display user identifiers when changes are made						
8.12	Allow approval of specific tasks/steps within a work order						
8.13	Allow copying of work orders to new unique work orders						
8.14	Allow updating of work orders to record progress as work performed until the work order has been closed						
8.15	Define out-of-the-box and customizable defect codes that are applicable to specific assets and asset hierarchy						
8.16	Record, manage, and track basic information for workforce, including job title, primary location, job function, supervisor, name, union affiliation, certifications, skills, training records, etc.						
8.17	Support the tracking of work activities including but not limited to rebuild related activities, internal and external, with the ability to charge labor, materials, tool etc. to them						
8.18	Provide the ability of selecting parts from an electronic parts catalog when requesting parts, issue, transfer, receive, return to stock etc.; support electronic parts catalog features including but not limited to loading vehicle parts illustrations and allow to drill down to components, associating each component to a part number and display the description and quantity on hand, and allowing the user to pick it, specify the quantity need and return that information on every part transaction that requires selection of part numbers(e.g. parts request, parts shipped to vendor)						
9.0	Asset Registry - Deliver a module and features that shall:						
9.1	Have a flexible, extensive asset data repository that serves as the system of record to support all asset management and multi-levels of asset hierarchy across CMTA, its service providers and transportation modes, including a wide range assets typically found in transit agencies						
9.2	Contain comprehensive asset description, classification, criticality and reference information						
9.3	Add new assets; modify existing assets; and define the types of information to be stored for each asset class and type. Typical transit asset information includes but shall not be limited to: unique identifier, asset class and subclass/type, description, asset status and disposition, asset owner, asset operator, garage, yard, location, physical characteristics including but not limited to configuration, material, and geometric characteristics such as deck width and vertical under and over- clearance, asset criticality, original equipment manufacturer ("OEM"), and serial numbers where applicable						
9.4	Add a new asset using a scanned barcode, QR code, or RFID, specifying a minimum set of information, e.g. asset class, type, description, location etc.						
9.5	Record asset life cycle information including but not limited to: PO and contract, purchase date and cost, in-service date, projected and actual retirement dates, expected life, condition, useful life, priority rating, security rating, safety rating, replacement cost, useful life benchmark, ownership percentage. Allow an authorized user to mark an asset as activated or retired. Definitions of each category (e.g. ratings) must be accessible via link.						
9.6	Maintain a complete historical record of inventory characteristics, condition, maintenance and improvement actions, as well as associated costs for each asset; the information will be used for estimating and updating lifecycle costs, risk analysis and deterioration models across multiple asset categories						
9.7	Link to view work, PM, inspection histories, open work including but not limited campaigns and projects, current PM/inspection schedules, asset usage/meter readings (including but not limited to fuel, fluids, mileage, hours)						
9.8	Link to warranty contracts, claims and conditions for assets; major components; parts; asset configuration; including multiple warranties for each						
9.9	Record install date, work location, asset hierarchal position						
9.10	Identify the user that scans the bar code, QR code, or RFID when an asset is checked out						
9.11	Identify and schedule assets for replacement based on selected criteria and convert into surplus inventory and track history of disposal process						
9.12	Support management of serialized components including but not limited to tracking location of components (asset installed on, at vendor, on shelf, etc.), supporting condition of component (new, rebuilt, etc.), and supporting warranty info						
10.0	Asset Condition and Assessment - Deliver a module and features that shall:						
10.1	Define asset condition measures and rating scales, and support the regular monitoring and rating of the condition of each asset						
10.2	Maintain condition history and report changes in condition and condition trends						
10.3	Maintain the current and historical configuration of assets, including the serialized components, attachments and subassemblies that are installed on the asset, maintain acceptable configurations and highlight assets out of compliance						

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10.4	Support component-level inspection reporting which is intended to identify each separate component and report the quantity of each separate component at each condition state						
10.5	Maintain a history of inspections, audits, and condition assessments for each structural asset class including but not limited to all component-level inspection and condition assessment data and audits.						
10.6	Record asset condition, test procedure and performance information as a separate workflow from work orders						
10.7	Set a minimum frequency for each asset class/type to have a condition inspection and alarm notification for nearing or passing this limit (violation/non-compliance)						
10.8	Store and track each inspection condition/complaint over time; with ability to search and report on conditions/complaints by various parameters (asset ID, date range, condition, etc.)						
10.9	Track completion of inspection through ability to indicate inspection was performed (completed) while retaining open conditions/complaints for subsequent review and correction on work orders; inspections shall integrate with work order request.						
10.10	Designate a priority for defects reported, including tagging defects that are related to regulations (e.g. FTA, FRA, etc.)						
10.11	Generate work orders user defined criteria for asset condition and assessment						
11.0	Fleet & Equipment - Deliver a module and features that shall:						
11.1	Support entry, tracking, and management of all types of fleet, equipment including maintenance equipment units in a single enterprise inventory by CMTA, while maintaining flexibility for service providers to enter, track and manage only those under their purview						
11.2	Dynamically identify and categorize information of fleet/equipment through fleet/class/attribute hierarchies that may be provided by system templates, and user-defined forms which allow for fields to be designated as required or optional on all levels.						
11.3	Allow for user-definition of calculated measurement such as MPG and store by date/time which may be downloaded in real-time						
11.4	Support component rebuild operations, including but not limited to providing work orders that includes location and information on the vendor performing the work, "check out" and "receive" of components to rebuild, apply the rebuild cost to the rebuilt component, handles serial numbers, and categorizes rebuilt components (new, core, rebuilt, etc.)						
11.5	Support long range fleet planning including but not limited to managing an ongoing 40-year plan, showing current and future vehicles, tracking extensive details about each vehicle, and allowing manipulation of plan (sorting, etc.)						
12.0	Facilities - Deliver a module and features that shall:						
12.1	Support entry, tracking, and management of all types of facilities in a single enterprise inventory by CMTA, while maintaining flexibility for service providers to enter, track and manage only those under their purview						
12.2	Display a log of major maintenance activity for each facility, sub-facility, system or component						
13.0	Structures - Deliver a module and features that shall:						
13.1	Support entry, tracking, and management of all types of structures in a single enterprise inventory by CMTA, while maintaining flexibility for service providers to enter, track and manage only those under their purview						
13.2	Comply with the FRA guidance and reporting requirements (49 CFR 237 Bridge Safety Standards) as may be amended						
13.3	Comply with APTA Standard for Rail Transit Structure Inspection and Maintenance as may be amended						
13.4	Comply with CMTA Railroad Bridge Safety Management Program and Right of Way inspection guidelines including but not limited to asset configurations as may be amended						
13.5	Define and manage linear assets through a linear referencing system that can be applied to functions throughout the system. This includes asset boundaries, work order locations, defect locations, asset features, asset relationships and attributes, inspections, etc.						
14.0	Warranty Management - Deliver a module and features that shall:						
14.1	Track and maintain all asset and serialized component warranty information for new purchases, repaired components, and item/part warranties including warranty information for specific vehicles/assets/components						
14.2	Activate warranty on an asset or a component when it is issued against a work order and set warranty start and end date automatically						
14.3	Define a warranty contract from a vendor, including but not limited to contract number, status, vendor, contact information, effective date range, PO number and date, covered assets, classes of assets, return merchandise authorization (RMA), or parts and means of reimbursement						
14.4	Specify multiple means of reimbursement including but not limited to replacement, parts, labor, parts and labor, cash reimbursement, etc.						
14.5	Link multiple work orders to a warranty claim and multiple warranty claims to a work order						
14.6	Use the warranty checking (for contracts found with both receipt and usage conditions) to determine which condition ends first and use that date in determining whether or not the part is still under warranty (e.g., if the part has conditions of 18 months from receipt or 12 months from usage, whichever of these expires first will govern if the part is still under warranty)						
14.8	Record information related to the proof of warranty recovery, required by FTA, including price, description, material and labor cost, claim status, denial reason						
14.9	Allow flagging when a part under warranty was sent and received back from the vendor						
15.0	Inventory Management - Deliver a module and features that shall:						
15.1	Provide full featured inventory management function with end-to-end visibility of the supply chain and integration across the solution to post material issue/return transactions to work orders						
15.2	Define warehouses and storerooms through which item is handled and/or stored, including but not limited to an identification, description, location						
15.3	Provide "where used" information for each item in the inventory catalog (e.g., service provider, manufacturer, model, series, fleet ID) to indicate which assets use the item and where; also provide the capability for multiple entries						
15.4	Display purchase information from the item record including but not limited to date/quantity last ordered, date/quantity last received, previous vendors and PO numbers with purchase prices. Include cross reference to multiple manufacturers of the item with their part numbers, multiple vendors of the item with part numbers and ability to designate one as primary						
15.5	Allow kitting (combining individual items into one unit) of inventory material into a unique stock keeping unit (SKU) and maintain link to individual component SKU						
15.6	Designate a replenishment method (and parameters) for each SKU location supporting various methodologies including but not limited to min/max, Economic Order Quantity/Reorder Point (EOQ/ROP), fixed interval, fixed schedule, fixed ratio, on request only. Designate default and alternate replenishment sources for each item at each location (i.e., transfer, purchase requisition, internal rebuild/repair, external rebuild)						
15.7	Record required information for generating a CMTA purchase requisition.						
15.8	Maintain physical inventory through support of regular cycle counts, physical inventory counts, random audit counts, periodic wall-to-wall counts, ability to generate adjustments to quantities on-hand, and appropriate G/L accounts upon approval						
15.9	Support the electronic identification of assets, locations, components, spare parts, storage bins and other items using electronically readable media (bar codes, QR codes and RFID). Print bar code labels on demand by location, by item or bin sequence on system documents such as work order material lists, pick lists, requests, receiving reports, etc. Allow use of RF bar code readers on-line for all inventory transactions (issues, receipts, returns to stock, picks, reclaims, transfers, cycle counts, vendor and external rebuilds, etc.)						
15.10	Maintain, monitor and manage the value of inventory items using various standard valuation methods (e.g., average cost)						

#	Compliance Matrix	Proposer Questions	CMTA Response to Questions	Compliance	Comments	CMTA Response to Comments	Test #
15.11	Track inventory value by source of funding and projects, such as capital and operating inventory. Apply material costs to assets and maintenance actions as material is consumed						
15.12	Support stores inventory ordering including but not limited to generating purchase orders, maintaining lists of vendors and their catalogs and emailing the purchase orders to the vendor						
15.13	Support stores room with capabilities including but not limited+8315-8320 to flexible and dynamic manipulation of metadata, automatic calculations and updates and electronic parts catalogs						
16.0	Planning & Budgeting - Deliver a module and features that shall:						
16.1	Generate annual budgetary plans utilizing existing asset data and what-if scenarios						
16.2	Generate/create a projected asset retirement schedule						
16.3	Forecast asset disposal/retirement based on user-defined criteria, such as mileage and/or other metrics, for user-defined time periods						
IT Product Questions - The following questions require only a response in the "Comments" column; no response is required in the Compliance Column							
17.0	Network - Answer the following questions:						
17.1	What protocols are used? (Please be very detailed and specific, to include port numbers)						
17.2	How much bandwidth is required per client?						
17.3	Does any portion of this solution need to be accessible from outside of the CMTA environment? I.e. firewall permissions, VPN, etc.						
18.0	Server - Answer the following questions:						
18.1	Are service or domain accounts required for the application?						
18.2	What are the server(s) hardware specifications?						
18.3	What is the recommended process for applying security patches / updates?						
18.4	Are any specialized devices or add-in cards necessary at the server level?						
18.5	What High Availability model is recommended (clustering, standby server, data replication, etc.)?						
18.6	What is the recommendation for the creation of the required test environment?						
18.7	Is the application certified to be served via Citrix?						
18.8	All servers are setup in a virtualized environment if they qualify. Are there any known compatibility issues with VMWare ESX Server?						
18.9	Are there any ancillary services required (iIS, SMTP, etc.)?						
18.10	Are there any other licensing requirements for the server(s) other than the operating system?						
18.11	Does this application require file sharing?						
18.12	How is MS SQL licensed for this application?						
18.13	What is the initial disk space requirement?						
18.14	What is the expected data growth rate?						
18.15	What are the disk space steady state metrics? Example: Need to keep 365 days worth of data in the active database therefore we will need 100 GB of space.						
18.16	Are there any known compatibility issues with any backup software?						
18.17	Are there any special routines involved in the backup of the application or database, e.g. can we backup while it is live?						
19.0	Help Desk / Desktop - Answer the following questions:						
19.1	Are there special printer/printing requirements?						
19.2	What Client side software will be needed (assume the workstation has nothing on it)?						
19.3	Is there a specific drive mapping(s) required?						
19.4	Can the workstation use a DNS name to reference the server or devices?						
19.5	Can the workstation use a UNC name to reference the server or devices?						
20.0	IF-Hosted solution - Answer the following questions:						
20.1	Describe integration management for implementation and post-implementation integrations						
20.2	Describe the details of data access. CMTA must have direct access to the database and the ability to link to external database for further development						
20.3	Describe how your solution could be securely tied to our Active Directory						
20.4	How do you guarantee security and availability?						
20.5	Will the servers be "shared" or dedicated to CMTA?						
20.6	Who has access to the servers?						
20.7	Where is the server/application hosted?						
20.8	Describe your connectivity including the number, size and load of your internet connections						
20.9	Describe your change control process to include how you manage security patching						
20.10	Describe your Disaster Recovery Plan						
20.11	Service Level Agreement (SLA) requirements are described in §4.20. Describe the staffing and processes used to ensure SLA are fulfilled.						