

CONTRACT MODIFICATION

1. CONTRACT NO: 500100 Contracted Bus Operations and Maintenance Services	2. CONTRACT MODIFICATION NO: 10	3. EFFECTIVE DATE OF C.M. See Block 9. below	4. CONTRACTOR NAME: Keolis Transit Services, LLC
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5. AGREEMENT TO MODIFY CONTRACT:

The parties hereto agree to modify the Contract identified in Block 1, above, as described in Block 10, below, pursuant to the terms and conditions of the Contract. Except as modified herein, all other provisions of the Contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

6.AMOUNT OF THIS CONTRACT MODIFICATION:	+\$289,560.00	(INCREASE)
PRIOR TOTAL PRICE:	\$428,397,481.97	
NEW TOTAL PRICE:	\$428,687,041.97	

7. TERM OR PERIOD OF PERFORMANCE: (NO CHANGE)

8.CONTRACTOR'S EXECUTION:

Name & Title: Bradley Thomas, CEO Signature: E-SIGNED by Brad Thomas
on 2025-03-25 16:20:09 GMT Date Executed: March 25, 2025
(Print or type)



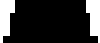
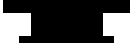










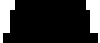
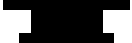

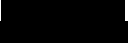






9.CONTRACTING OFFICER'S EXECUTION:

Name & Title: Muhammad Abdullah, Chief Contracting Officer Signature: E-SIGNED by Muhammad Abdullah
on 2025-03-25 16:28:06 GMT Date Executed: March 25, 2025
(Print or type)

10. DESCRIPTION OF CONTRACT MODIFICATION:

The contract is modified in accordance with Exhibit E - Revised-5, Contractual Terms and Conditions, Section 21., entitled **CHANGES**, to be made a part hereof for all pertinent purposes. The changes are as follows:

Contractor shall be reimbursed for Dependent Care Stipend Program (DCSP) pass-through costs from April 1, 2025, through December 31, 2026. The pass-through costs shall be limited to the actual dependent care expenses and shall not include mark-up by the Contractor. The costs are estimated as follows:

The total amount of the contract is changed to **\$428,687,041.97.**

For and in consideration of the amount stated above, which is the final contract modification amount agreed to by both parties, the receipt of and sufficiency of which is hereby acknowledged and confessed. The contractor has released, acquitted, and forever discharged and by the presents does for itself, its successors and assigns release, acquit and forever discharge Capital Metropolitan Transportation Authority (Capital Metro) from and against any claims, debts, demands, or cause of action which the contractor has or may have had a result of furnishing labor, supplies, or materials for the change orders stated above. This modification may be executed in multiple originals, and an executed facsimile shall have the same force and effect as an original document.

END OF MODIFICATION 10

EXHIBIT F – REVISED-7**SCOPE OF SERVICES****CONTRACTED BUS OPERATIONS & MAINTENANCE SERVICES****1. CONTENTS OF SCOPE**

Due to the complex and lengthy nature of this solicitation, a framework of this Scope of Services is provided in this section to better identify the content elements of the document.

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2. DEFINITIONS

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

Accident (Collision), Vehicle:

- (i) Collisions that cause damage to a CapMetro vehicle.
- (ii) Because of a vehicle accident, a fatality is reported, a passenger is transported by EMS, an employee (CapMetro or Contractor) is injured, regardless of damage.
- (iii) Collisions where claimant calls in a claim for property damage/injury due to a CapMetro reported vehicle accident.
- (iv) Collisions between pedestrians and a CapMetro vehicle if injury is claimed.
- (v) Any other collision caused by a CapMetro vehicle where there is known damage regardless of whether a claim is made.

Accident (Incident), Passenger:

- (i) Passenger transported due to injury on a CapMetro vehicle.
- (ii) Passenger making a claim due to injury on a CapMetro vehicle that can be substantiated (as determined by CapMetro).

Action Plan: A written plan submitted by the Contractor at the request of CapMetro to address deficiencies or shortcomings.

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

Airtime: For the two-way radio system, the frequencies made available for exclusive CapMetro use.

Asset Management System: See Enterprise Asset Management System.

Attendant: May also be referred to as a Personal Care Attendant (PCA). A person traveling as an aide requested by a person with a disability and having the same origin and destination as the person with a disability.

Authority: Capital Metropolitan Transportation Authority also referred to as "CapMetro", and "The Authority".

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

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

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

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

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

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

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

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

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

CAD/AVL: Computer Aided-Dispatch/Automatic Vehicle Location system which includes equipment on the bus, dispatch workstations, software loaded on laptops and infrastructure. The system is used to assist dispatchers in managing buses and drivers, route and schedule adherence, on time performance, communicating with drivers via data messages, and logging incidents.

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

Capital Area Rural Transportation System: Regional transportation for the non-urbanized areas of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Travis and Williamson counties.

CapMetro Rapid: Bus Rapid Transit (BRT) branded service of CapMetro.

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

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

Comfort Stop: Facility designated for use by bus operators along established CapMetro bus routes for the purposes of personal relief.

Computer Aided-Dispatch/Automatic Vehicle Location (CAD/AVL): System that connects vehicles to dispatching software. It automatically collects vital data used by dispatchers (CAD) such as bus GPS locations (AVL) to manage schedule adherence, breakdowns and emergencies. It also integrates with other systems to pass information to in-vehicle equipment (headsigns, annunciators, etc.) and passenger information systems (website and mobile applications).

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

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

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

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

Contracting Officer's Technical Representative: The COTR is responsible for monitoring the Contractor's progress in fulfilling the technical requirements specified in this contract. The COTR maintains administration records, approves invoices and performs periodic (month/quarter/annual) monitoring reports to confirm the Contractor is meeting the terms and conditions under this contract.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with CapMetro for the performance of Services or work under the Contract.

Controller, Radio: An individual who maintains radio contact with Vehicle Operators used in providing service, monitors location and availability of vehicles in real time, ensures timely transport of passengers, handles issues and service disruptions encountered and ensures operational data is correctly reconciled in dispatching applications.

Customer: Synonymous with the defined term “Passenger”.

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

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

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

Driver: See definition of Operator.

Early Departure: Departure of a revenue vehicle from a time point prior to the scheduled departure time.

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

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

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

Fare Structure: The method set up to determine how much is to be paid by various passengers using the system at any given time.

Fire: Uncontrolled combustion made evident by flame and / or smoke that requires suppression by equipment or personnel.

Fixed Route Services: Public transit service in which a revenue vehicle is operated along predefined routes on a fixed time schedule.

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

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

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

Hazardous Materials Spill: The spill or release of any amount of hazardous material that creates an imminent danger to life, health, or the environment and requires special attention to be given to clean up the material.

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

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

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

Key Personnel: means the General Manager, Operations Manager/AGM, Director of Maintenance and Safety Manager.

Late Departure: Departure of a revenue vehicle from a time point more than five minutes after the scheduled departure time.

Maintenance Buildings: Facilities where maintenance activities are conducted including garages, shops (e.g., body, paint and machine) and operations centers.

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

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

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

Missed Service: Any length of time that a Run is not operated as scheduled by CapMetro.

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

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

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

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

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

Observation Report: A written record of CapMetro Quality Assurance audits, inspections or reviews that may require a written response by the Contractor.

OEM: Original Equipment Manufacturer.

One-way Revenue Trip: The one-way operation of a revenue vehicle between two terminal points on a route. Trips are generally noted as inbound, outbound, eastbound, westbound, etc. to identify directionality when being discussed or printed. A one-way revenue trip does not include both legs of an interlined route.

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

Operations Control Center (OCC): The Operations Control Centre (OCC) is the communications central hub of transit operations that manages the transport of customers by operators, supported by field staff and emergency response of day-to-day activities in public transportation.

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

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

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

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

Pass Through Costs are defined as actual costs incurred by the Contractor, and approved by the Authority, without any markups and/or overhead, which are supported by actual receipts.

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

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

Preventive Maintenance Inspection (PMI): The PMI includes the Inspection, the Repetitive, and the Preventive Maintenance Repairs. A PMI is a scheduled event of condition-based inspection and maintenance of vehicle systems, components, and functions against established criteria. The Repetitive are a mileage and time-based set of maintenance tasks and steps that are performed after the Inspection, and before the PMI repairs. The PMI Repairs are those repairs generated from the list of defects from the Inspection. All repairs are to be completed prior to the vehicle being returned to service. All work is to be completed in accordance with the standards identified in the Scope of Services. Once a vehicle begins its PMI, it is to remain out of service until all repairs are complete.

Preventable Accident/Collision: A collision in which the Vehicle Operator failed to do everything that reasonably could have been done to avoid it.

Price per Vehicle Service Hour (VSH): The dollar amount charged to CapMetro for each hour of service provided by the Contractor in a CapMetro-branded vehicle. VSH are measured from gate-to-gate.

Project/Program Manager: The CapMetro technical representative who has been designated as having the responsibility for assessing the Contractor's technical performance and progress, inspecting, and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptability of the Contractor's work in its entirety or any portion thereof, as required by the Contract Documents.

Project: The implementation of the requirements of the Contract, including this **Exhibit F – Revised-7**.

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

Proposal: A Contractor's response to this RFP.

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

Public Transportation Agency Safety Plan: The documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329.

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

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

Qualified Instructor: A person responsible for instructing operator trainees. Persons designated as a "qualified instructor" for bus operator training must have a record of safe driving and at least two (2) years of experience driving professionally and demonstrated the ability to provide high-quality customer service.

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

Radio Controller: An individual in the Operations Control Center (OCC) who maintains radio contact with Vehicle Operators used in providing service, monitors location and availability of vehicles in real time, ensures timely transport of passengers, handles issues and service disruptions encountered and ensures operational data is correctly reconciled in dispatching applications.

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

Recovery Time: The time scheduled at the end of the route before the departure time of the next trip. This is designed to provide time to get back on schedule.

Revenue Transit Vehicle: A vehicle which transports CapMetro Passengers.

Rider: See definition of Passenger.

Road Call: A road call occurs when a failure of any component or system on a bus causes the bus to be unable to complete its scheduled service without repair.

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

Run: A Vehicle Operator's daily work assignment. One or more runs can work a single Block. A Run may include multiple Blocks. A Vehicle Operator's schedule is primarily determined for each sign-up period through the Run-cutting process where bus schedules are integrated with driver assignments.

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

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

Safety Management System (SMS): The formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

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

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

Service Animal: An animal that is specifically trained to perform tasks for a person with a disability.

Service Area: CapMetro's service area currently encompasses the City of Austin and the surrounding communities of Leander, Lago Vista, Jonestown, Manor and San Leanna, as well as the unincorporated area of Travis County within Precinct 2, the Village of Point Venture, the Anderson Mill area of Williamson County, and some portions of Williamson

County Precincts 1 and 2. In addition, CapMetro provides service to Round Rock and Georgetown through interlocal agreements with those cities.

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

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

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

Staffing and Personnel Plan: The plan attached as ~~Exhibit C~~ that outlines staff needed to fulfill the Bus Transit Services including vehicle operators, vehicle maintenance technicians, facility and building maintenance personnel, electronics technicians, supervisory, and administrative personnel. The Staffing and Personnel Plan may be modified at any time by CapMetro.

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

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

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

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

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

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

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

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

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

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

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

Vehicle Service Miles (VSM): The mileage from the time a vehicle leaves the gate to the time the vehicle returns to the gate less miles incurred during breaks, fueling and scheduled and unscheduled maintenance periods.

Vehicle Operator: Synonymous with Driver and Operator. Direct-hire employees of the Contractor with whom CapMetro contracts service to operate vehicles transporting passengers.

Vehicle Service Hours (VSH): The time a vehicle leaves the gate to the time it arrives at the gate from the last scheduled time point. Not included as part of VSH are pre-trip inspection time and scheduled or unscheduled maintenance periods (vehicle breakdowns).

3. CAPMETRO BACKGROUND AND OVERVIEW

3.1 CapMetro seeks a qualified Contractor to operate and maintain its Bus Services within the CapMetro Service Area. Contractor will provide administration of Bus Transit Services, including the direct management of all Frontline Personnel CapMetro staff will establish the strategies and tactics needed to ensure excellent service daily. Contractor will employ and manage an engaged workforce of Frontline Personnel and ensure a positive and effective relationship with ATU Local 1091. The Contractor shall establish and maintain the employment, labor relations functions and human resource processes to provide exemplary transit services and create an exemplary workplace environment.

The Contractor shall employ and manage represented employees and provide the personnel management services for those positions. The Contractor agrees to use all reasonable efforts to accomplish:

- (i) Increase ridership.
- (ii) Develop and implement FTA's National Public Transportation Safety Program and it's Safety Management System Framework.
- (iii) Adhere to financial performance and service quality objectives in the service contract.
- (iv) Provide superior customer service.
- (v) Assure the finest public image for the transit system.
- (vi) Comply with all relevant Federal Transit Administration regulations and administrative directives.
- (vii) Comply with all relevant Texas Department of Transportation regulations and administrative directives.
- (viii) Provide data, analysis or support as required to all reporting requirements.
- (ix) Manage represented employees in accordance with the collective bargaining agreement.
- (x) Maintain a good working relationship with local 1091 of the Amalgamated Transit Union.

3.2 The operations and maintenance of transit services described herein include fixed route, fixed schedule transit service, including regular routes, express routes, campus routes and public services to special events. The rail service is operated by a different contract operator, but this contract supports the rail service with bus bridges as required by notice from CapMetro.

The Contractor is responsible for the Personnel Management of employees associated with providing transit functions for all line operations, direct support functions and their supervision functions. CapMetro oversees and directs the work plans associated with providing the transit functions for all line operations. This contract does not include the staff functions beyond those associated with personnel employee management. CapMetro personnel manage the accounting, marketing, purchasing, grant administration, budget administration, service planning, general management and related functions. Employees of the Contractor are required to follow all established standard operating policies as developed and established by CapMetro.

The Contractor shall provide all supplies required to support staff engaged in the personnel management of employees associated with providing transit functions. The fleet, support vehicles, fuel tanks, bus wash, lift equipment, passenger shelters, transit centers and operations facility are owned by CapMetro and will remain available to the Contractor for the sole use as the CapMetro transit system.

3.3 The transit services provided by CapMetro began in 1985. Services have expanded to include forty nine (49) regular fixed routes (<https://www.capmetro.org/ourservices/busroutes>), twelve (12) special bus routes, eight (8) express bus routes, nineteen (19) routes open to the public serving the University of Texas at Austin, one commuter rail line, demand response service in several zones, system-wide Americans with Disabilities paratransit service, and vanpool services. This RFP covers the various fixed route bus services. The system is funded by Federal Transit Administration grants (5307, 5311, 5339 and 5310), Texas Department of Transportation grants, the local option sales tax and fare revenue. There are 435 transit buses in the revenue vehicle fleet serving fixed routes. Vanpool (257 vehicles), ADA services (213 vehicles) and commuter rail (10 sets) services are also offered. A large property tax increase was approved in November 2020 for the purpose of dedicating new revenue to the implementation of Project Connect including new light rail, bus rapid transit and transit frequency enhancements. The commuter rail, paratransit and demand response services are provided by separate contracts and are not part of this RFP except for the bus transit bridges and related emergency transit service substitution.

3.4 **Cooperation.** CapMetro will consistently refine the service delivery process to ensure that the highest possible quality of service is provided. Given the nature of this project, CapMetro is seeking Contractors that will bring a positive attitude and significant management expertise to CapMetro transit operations. The Project may undergo revisions and modifications to operating and administrative requirements as it is implemented and developed. CapMetro is looking for Contractor's that will work cooperatively with CapMetro on these changes. The Contractor shall make recommendations to CapMetro management about operational or process changes as they become apparent. The Contractor is expected to work with CapMetro in the ongoing development of policies and procedures which will establish and maintain operating methods, procedures and protocols for all to follow. The Contractor shall be open to change, development and flexibility to achieve an integrated, smoothly operating transportation service. It will be unacceptable for Contractors to react to suggestions for change or modification of their procedures with resistance. Contractor should view this Project as a team and a collaborative effort striving for decisions which result in a mutually beneficial outcome.

3.5 Passengers. CapMetro passengers are the core of CapMetro's transit service; therefore, customer service is of paramount importance that Passengers are transported within a safe, comfortable, clean, and secure environment during all phases of their trips. The Contractor shall endeavor to provide the systematic approach necessary to provide safe, reliable, customer service with compassion and understanding, and provide the support services in maintenance, operations and administration to meet Passenger needs. The Contractor shall ensure that its employees respond to Passenger inquiries and requests in a positive, prompt and appropriate manner.

3.6 CapMetro Responsibilities. CapMetro shall be responsible for all aspects of CapMetro's bus transportation services not specifically assigned to the Contractor in this Contract.

3.7 Financial Responsibilities. The Contractor will be responsible for the entire cost of represented personnel provided by their company, inclusive of all compensation, fringe benefit costs, labor relations, employment grievances, arbitrations, penalties, compromise settlements and related costs. These costs will be reimbursed by CapMetro based on certified payroll information with special emphasis on payment only for filled positions.

Prohibited Reimbursements: CapMetro shall not reimburse any expenses related to payment for labor fines, penalties or settlements that arise from missed deadlines or labor code infractions.

The general liability costs, worker compensation costs, automobile liability costs, errors and omissions costs, professional liability costs, and umbrella liability costs shall be itemized in the risk management section of the price proposal.

The costs of non-bargaining unit personnel that are provided by the Contractor pursuant to the original proposal shall be itemized in the staff section of the price proposal. The other costs for general and administrative costs shall be itemized in the administrative section of the price proposal. These eligible costs will be compensated by CapMetro on a fixed price per month basis.

4. SERVICE AND FACILITY OVERVIEW

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

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

4.3 Meeting Space. The Contractor will have access to shared meeting space (conference rooms, etc.) within CapMetro facilities on a reservation basis.

4.4 Furniture. Basic office furniture will be provided by CapMetro and may be in a used condition.

4.5 Vending Machines. Vending machines within the Facilities are managed by CapMetro. The Contractor must not install vending machines at the Facilities.

4.6 Utilities. CapMetro will provide water, sewer and electrical utilities.

4.7 Services. The Contractor will be required to directly operate Bus Services and its staff will perform the ongoing routine and preventive maintenance activities for Vehicles, buildings and equipment as directed by and in collaboration with CapMetro. Bus Services are commonly multiple stop routes operating within neighborhoods and may include service directly to Park & Ride and Transit Facilities, and Downtown Austin. The Contractor must obtain and keep current all required licenses, permits and certifications to operate Bus Services throughout the term of the Contract.

4.8 Responsibilities. The key responsibilities of this Contract include direct operation of bus service, performing vehicle maintenance, run dispatching, street supervision, performing the ongoing routine and preventive maintenance of the facility buildings and equipment, and managing employee engagement and labor relations.

4.9 Reserved.

4.10 Service Delivery. The Contractor shall provide Services in a safe, courteous, professional, dependable manner and in accordance with trip schedules and other schedules provided by CapMetro.

4.11 Hours of Service. Bus Service is provided 24 hours a day, seven days a week, 365 days a year. The Contractor will be expected to provide service during all requested hours. Hours of service are subject to change at the discretion of CapMetro.

4.11.1 Route detail information for all scheduled Bus Service is provided in the CapMetro Website- www.capmetro.org.

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

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

4.13 Special Event Service. The Contractor from time to time will be required to provide special event service requested by CapMetro. These services vary from year to year. When special event services are operated, adequate field supervision and dispatch services shall be assigned to support the additional service.

4.14 Rail Bus Bridging. As directed by CapMetro, the Contractor shall periodically coordinate with CapMetro's rail staff in the planning, training, practice exercises and implementation of bus bridging efforts during times of service interruptions or inoperability of the rail system for any reason. Rail bus bridging includes, but is not limited to, the transport of passengers between designated rail stations or bus stops during service interruptions. CapMetro may, at CapMetro's sole discretion, call upon other CapMetro contractors to assist in a Bus Bridge. The Contractor agrees to work cooperatively with CapMetro staff and other stakeholders that are called upon to assist in emergency Bus Bridge operations.

4.15 Route and Schedule Planning. CapMetro is responsible for route and schedule planning for the Services under the contract.

The published service can be found at www.capmetro.org. The changes to service required by CapMetro will be met with the changes in cost compensation directed by the proposal price forms. Changes may be proposed by the Contractor yet are subject to policy approval by CapMetro.

The routine service changes will be communicated by CapMetro to the Contractor each seasonal service change interval in sufficient lead time to fit with the Bus Operator and Maintenance Technician mark-up. There will be no less than three seasonal changes per year.

4.15.1 CapMetro will provide electronic copies (in PDF format) of headways and paddles for all Bus Services that the Contractor will operate. The Contractor will be responsible for making copies for its use and distribution.

4.15.2 The final manifests, run cuts, bid boards and related documents are the responsibility of CapMetro in collaboration with the Contractor. If there is any need for clarification of the new routes, schedules or services it is the responsibility of CapMetro to clarify these assignment questions before the implementation date of the services or of the labor agreement mark-up.

4.15.3 CapMetro will provide all route scheduling and Run Cutting services for the Contractor. The Contractor and Union representatives may collaborate with Cap Metro staff to inform schedule parameters surrounding each run cut.

4.15.4 CapMetro and the Contractor will meet to determine appropriate schedules for providing route and schedule information to meet the Contractor's obligations for the selection of work.

5. ADMINISTRATIVE OFFICE EQUIPMENT AND SERVICES

5.1 Copiers and Printing. The Contractor shall be responsible for providing its employees with any printers, copiers, fax, scanning, or other related business or finishing services necessary to operate daily business.

5.2 Desktop Computers. The Contractor is responsible for all desktop computers in the Contractor's office areas. Any technology infrastructure or computer hardware or software that the Contractor needs and is not explicitly described

as being provided by CapMetro in this **Exhibit F – Revised-7** or in a specific attachment is the sole responsibility of the Contractor. The Contractor shall comply with industry-standard information security best practices, including, but not limited to, system hardening, use of antivirus software, operating system patching, firewalls, and other security controls.

5.3 Equipment. The Contractor shall provide any equipment or infrastructure needs not explicitly described as being provided by CapMetro in the Contract or included as part of an attachment.

5.4 Cable TV. CapMetro will provide basic cable television service.

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

5.5.1 All telephone lines used for communication with Customers for the purpose of addressing Customer call report resolution and accident/incident follow up shall be recorded and retained for a period not less than forty-five (45) days from the date of the call. Resulting audio recordings shall be provided to CapMetro upon request.

6. TECHNOLOGY AND COMMUNICATION

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

6.2 Internet/Wi-Fi. The Contractors shall be required to provide their own internet services. The Contractor is responsible for providing their own facility Wi-Fi service or mobile hot spots, except where specifically indicated by CapMetro. The Contractor shall seek permission from CapMetro prior to installing such equipment at the Facility to ensure there are no conflicts with existing CapMetro systems. VPN access to CapMetro's networks will not be granted to the Contractor under this Contract.

6.2.1 The Contractor shall be responsible for providing its employees with any online or local access to office products required to operate daily business. This includes, but is not limited to, products in the Microsoft Office suite (e.g., Microsoft Word, Excel, etc.), financial systems, human resources systems, and any other corporate-use software outside of CapMetro's network.

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

6.4 Unless explicitly stated otherwise, CapMetro will not provide any computers, copiers, printers or fax machines. The Contractor will be required to configure and maintain internal network of office equipment.

6.4.1 Printing on CapMetro printers shall only be done when using CapMetro networks such as Citrix.

6.4.2 CapMetro will provide the following devices and support:

6.4.2.1 Enterprise Asset Management (currently Hexagon) workstations for vehicle maintenance bays.

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

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

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

6.4.2.5 Swiftly.

6.5 Access Security and Training. CapMetro requires all Contractor staff with access to CapMetro networks, equipment, and software to take part in mandatory CapMetro End User Security Awareness Training on an annual

basis. Additionally, each Contractor employee working on CapMetro networks, equipment, data, and/or software shall be required to agree in writing to abide by all applicable CapMetro security policies and procedures prior to being allowed to access (either on-site or remotely) CapMetro facilities, networks, equipment, data, or software.

6.5.1 The Contractor shall notify CapMetro of separated employees and complete a CapMetro IT access termination request form within 24 hours of that employee's separation from employment with the Contractor.

7. ADMINISTRATIVE TECHNOLOGY

7.1 SharePoint. CapMetro makes use of the document storage and team collaboration tools found in Microsoft SharePoint. The Contractor shall be granted access to CapMetro's Operations Extranet (shared by all providers) as well as assigned a site of its own, administered by CapMetro staff. This site shall be used ONLY to store content to be shared between CapMetro and the Contractor. Additional features at present include access to policy and procedure documents, contact lists, service impact information, active site evaluations, and more. CapMetro shall provide a login for each worker who needs access.

7.2 Email. The Contractor shall be responsible for providing its employees with company-issued individual user email accounts for daily use. The Contractor's employees must only use their company-issued email accounts in connection with the performance of all services and work performed under the Contractor. If an employee is required to have a CapMetro email account, the employee is required to take the annual cyber security training and sign off CapMetro IT policies. Additionally, staff needing remote access will be required to use multi-factor authentication.

7.2.1 The Contractor shall create (at a minimum) email distribution lists for its Run Dispatch team, field supervisor team, vehicle maintenance supervision team, building maintenance team and leadership team that can be accessed from outside the Contractor's network through an email address. This will allow CapMetro to add the Contractor to its internal contact lists. The membership of these email distribution lists shall be kept current by the Contractor.

7.3 Customer Relationship Management (CRM). CapMetro's Customer Service Department is the central receiving point of all customer feedback. CapMetro shall provide the Contractor with read-only access to Salesforce software for this purpose.

7.4 Emergency Notification System. CapMetro uses an emergency notification system (currently Everbridge) to send voice, email, or text messages to CapMetro employees and Contractors about such events as building evacuations, active shooter events, etc., occurring at CapMetro facilities. CapMetro requires that all core operations staff (Leadership, Road Supervisors, Radio, and Run Dispatchers) enroll in this system. All other on-site staff and Vehicle Operators may opt into the notification system as desired; however, Vehicle Operators on duty should receive their primary notifications through Radio or Run Dispatch.

7.5 Support Services. ServiceNow is CapMetro's IT Help Desk Application. All Contractors will be granted access and be allowed to file a trouble or request ticket for every issue or outage concerning CapMetro-provided technology (<https://capmetro.servicenow.com/>). For priority issues, please call 512-389-7570 or otherwise directed by CapMetro. The IT Help Desk is staffed Monday – Friday, 8:00 a.m. – 5:00 p.m. local prevailing time. After-hours assistance is available only for emergencies and requires a telephone call. See Attachment - CapMetro IT Incident Response Process for more information, including service level expectations based on degree of urgency. The Contractor shall perform front-line troubleshooting before determining if CapMetro's IT group needs to get involved.

7.6 Training. The Contractor is expected to train their own staff in using the system during onboarding of new staff and refresher training during system updates and as needed.

8. COMPUTER AIDED DISPATCH/AUTOMATED VEHICLE LOCATION SYSTEM

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

8.2 Installations and Upgrades. The Contractor will be required to cooperate with CapMetro and technology vendors to coordinate upgrades, future installations and implementation of the technology systems. CapMetro will provide the required training for all appropriate personnel.

8.3 System Testing. The Contractor will be required to participate in system testing and acceptance, including mini-fleet testing. Mini-fleet testing will include the testing of the complete functionality of the system on a small segment of the fleet (as determined by CapMetro) with all onboard technology components installed.

8.4 CAD System Use. The Contractor will be required to use the CapMetro-provided computer-aided dispatch system (CAD).

8.5 Service Data. CapMetro enters all Service-related data into the CAD system (e.g., service loss, service interruption, accident and incident information, maintenance failures, customer incidents, etc.).

8.6 Operator Log In and Log Out Requirement. The Contractor's bus operators will be required to log-in to and log-out of the CAD/AVL system at the start and end of each shift.

8.7 System Maintenance. The Contractor will be responsible for maintenance of on-board vehicle technology equipment in accordance with OEM's recommendations.

8.8 Training. Run Dispatchers must receive training on the use of OrbCAD, Trapeze OPS and other systems. Training must be complete enough for all dispatch personnel to fully utilize the systems. CapMetro will provide all required training.

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

8.10 Testing. The Contractor will be required to participate in testing of patches and fixes of the system to ensure operability.

8.11 Use of Systems. The Contractor is required to use these systems to optimize service performance and follow in accordance with procedures established by CapMetro.

9. ORGANIZATION AND PERSONNEL REQUIREMENTS

9.1 Organization. A Contractor shall submit an organizational chart to CapMetro with its Proposal. The organizational chart proposed by the Contractor shall include lines of authority, responsibility, and communication for all positions. This information shall be incorporated into the Mobilization Plan. The Contractor shall provide CapMetro with an updated organizational chart annually or when personnel changes occur.

9.2 Workforce Requirements & Staffing

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

9.2.2 The Contractor shall ensure that its staff meet this Contract's service requirement and remain in compliance with applicable CapMetro policies and procedures, and all local, State and Federal laws throughout the term of the Contract.

9.2.3 CapMetro, with collaborative input from the Contractor directly provides job descriptions, ~~recruiting, screening, and hiring support services for the transit system. The Contractor need not plan to provide these functions, but may supplement these efforts. The potential candidates that successfully pass the recruitment and screening process are submitted to the Contractor.~~ The Contractor shall remain responsible for the employment decisions while

understanding that the flow of potential employees is assured. It remains clear that the Contractor retains final authority with respect to vetting candidates and final hiring decisions.

9.3 Criminal History, Driving History and Motor Vehicle Requirements

9.3.1 The requirements for all personnel including Vehicle Operators are in the "Personnel Assignments" section of the Terms and Conditions (**Exhibit E - Revised-5**).

9.4 Staff Conduct

9.4.1 The Contractor staff (including all employees and subcontractors) are expected to conduct themselves in a professional manner. Contractor staff must be polite and courteous in their speech and manner including exercising patience and self-control even when others do not. When confronted with a disruptive or unruly passenger or situation, staff and subcontractors must follow the procedures and training as outlined in CapMetro's training and any other instruction provided. Any team member that performs duties that require state or other licenses shall possess that license during all times on-duty. Each team member shall demonstrate English language competency, bilingual skills are valuable. Each team member in a safety sensitive position shall comply with the drug and alcohol testing procedures in place from CapMetro to comply with Federal Transit Administration Regulations. Each team member shall demonstrate customer service skills with special attention to those with disabilities. There are a variety of requirements that team members comply with proper attendance, leave requests, safety apparel, fare collection procedures, reliable transit operations and customer care. CapMetro reserves the right to provide and modify (from time to time) those procedures.

9.4.2 All Contractor staff performing Services under this Contract shall always wear a CapMetro-issued photo identification badge while on duty, in accordance with Access Control Policy. See Attachment - Physical Access Control Policy and Procedure. This badge must be clearly visible and front-facing. Any staff member who has not yet received a CapMetro Contractor badge or misplaces it must be provided a temporary ID by the Contractor that clearly identifies the employee's name and job title and is reported to CapMetro Security. Replacement of lost ID badges shall result in a fifty dollars (\$50) chargeback on the monthly invoice per instance.

9.4.3 Upon the request of CapMetro, the Contractor shall promptly remove from service to CapMetro any employee who CapMetro considers unsuitable for such work or who has displayed any act of discourtesy, rudeness, use of profanity, or any other act deemed unacceptable by CapMetro.

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

9.5 Key Personnel and Staffing

9.5.1 The Contractor shall assign Key Personnel to the Contract in accordance with the Staffing and Personnel Plan. Key Personnel shall include the General Manager, Operations Manager/AGM, Maintenance Manager and Safety Manager. The General Manager proposed by the Contractor shall demonstrate eight (8) years of comparable experience with a transit system of similar scope and executive and managerial skills, education and experience in transit operations and maintenance. The Contract General Manager shall reside in the Austin Metropolitan Area or within fifty (50) miles from the Austin City Limits. The General Manager shall be responsible for day-to-day successful operations. The General Manager shall be responsible for system reporting, leadership of all employee labor and human resources associated with the operations and maintenance processes, and general oversight of all services provided through this contract.

9.5.2 All other Key Personnel (Operations Manager/AGM, Maintenance Manager and Safety Manager) shall demonstrate four (4) years of comparable experience at a transit system of similar scope and management skills, education, professional training, and experience sufficient to provide exceptional employee labor and human resource performance. All direct reports to the General Manager shall reside in the Austin Metropolitan Area or within one hour from the Austin City Limits. In addition, the Safety Manager must have completed the Public Transportation Safety Certification Training Program (PTSCTP) Bus Track curriculum to hold the position. FTA issued Final Rule 49 CFR Part

672, to provide minimum training requirements for transit agency personnel and contractors who are directly responsible for safety oversight to enhance technical proficiency.

9.5.3 CapMetro must approve the General Manager and Key Personnel assigned to this Contract. Key Personnel includes: The General Manager and Operations Manager/AGM, Maintenance Manager and Safety Manager. The Contractor shall propose the General Manager and Key Personnel with their proposal. The Contractor shall describe the selection process, job summary, required qualifications and timeline for selecting Key Personnel.

9.5.4 The Contractor shall maintain the Key Personnel identified in its Staffing and Personnel Plan throughout the Contract term. Key Personnel changes during the Contract term shall require a letter with an explanation and replacement schedule/plan. All the Contractor's Key Personnel work hours shall be 100 percent (100%) dedicated to providing services for CapMetro under this Contract, unless otherwise approved in writing by CapMetro. CapMetro operations span the entire seven-day week. The working hours of Key Personnel are expected to include weekends, as needed. CapMetro will have the authority to direct the removal of any Key Personnel from service to CapMetro if it is determined that such individual is not performing the work in a proper or skillful manner or that such removal is otherwise in the best interests of CapMetro.

9.5.5 The requirements of this section shall not be construed to restrict the Contractor's ability to dismiss employees for cause during the Contract term.

9.5.6 Any change in the General Manager position that occurs within twenty-four (24) months of the Contract start date shall require the Contractor to pay CapMetro a PDC of fifty thousand dollars (\$50,000), per change.

9.5.7 The Contractor shall fill vacant Key Personnel positions with CapMetro approved persons within sixty (60) calendar days of such a position becoming vacant. The Contractor is required to submit a plan to address the function provided by the vacant key personnel for Cap Metro approval. For each day the position remains vacant, CapMetro shall be issued a rebate equal to the cost of the salary and benefits for the open position beginning on day one (1) of the vacancy. A PDC shall be assessed for all Key Personnel positions that remain vacant for over ~~thirty (30)~~ sixty (60) days. Beginning on day sixty-one (61) a one thousand dollars (\$1,000) per day PDC shall be assessed for all key personnel positions. Unreasonable delays with filling key position vacancies caused solely by CapMetro shall not be counted against the Contractor.

9.5.8 To ensure the continuity of consistent high service standards over the life of this Contract, the Contractor shall retain qualified and experienced key personnel to perform services pursuant to the Contract requirements. The Contractor shall make every reasonable effort to retain the services of the Key Personnel it names in its Proposal to provide services pursuant to this Contract for a minimum of two (2) years from the Contract start date.

9.5.9 The Contractor shall ensure that its Key Personnel, including the General Manager, are experienced, qualified, and skilled to provide the service requirements established in this Contract at a high level of professionalism throughout the life of this Contract. In the event the Contractor intends to replace the named General Manager, or other Key Personnel, CapMetro shall be afforded notice and the opportunity to provide input regarding any proposed replacement. As such, the Contractor shall submit to CapMetro the resume and qualifications of a suitable replacement within thirty (30) days after notification of the General Manager or Key Personnel's resignation or termination. The Contractor agrees to consider CapMetro's input regarding any proposed Key Personnel replacements, and CapMetro reserves the right to interview candidates at CapMetro's discretion. The Contractor's failure to provide a suitable General Manager, or Key Personnel, who is qualified and capable of satisfactorily providing the services required pursuant to this Contract, may result in termination of the Contract at CapMetro's sole discretion.

9.5.10 The General Manager shall be the Contractor's representative for the administration of the Contract and the supervision of work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual recommended or proposed changes, CapMetro shall accept commitments and instructions of the Contractor only from the General Manager or a duly authorized representative of the General Manager as designated in writing.

9.5.11 In all aspects of managing the Services, the Contractor shall ensure that the Key Personnel exhibits a customer service focus (both internal and external customers) and continuous commitment to improving the delivery of service. The Contractor shall ensure that the Key Personnel exemplifies a positive attitude and a team approach, fostering good communication with all parties involved with the use and delivery of the service.

9.5.12 In the temporary absence of one (1) day or longer of the General Manager or other Key Personnel, the Contractor shall ensure that other designated supervisory personnel shall be assigned responsibility for proper operation of the service as set forth in this Contract. The Contractor shall notify CapMetro whenever the General Manager or Key Personnel are temporarily unavailable and identify the staff member who will be serving as backup. The Contractor shall ensure that the General Manager or the designated supervisory personnel shall be available during all hours of service to make decisions and provide coordination as necessary. CapMetro reserves the right to receive rebates equal to the wages and benefits for extended (longer than four weeks) General Manager or Key Personnel absences.

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

9.6 Key Personnel Responsibilities

9.6.1 Primary point of contact for the Contractor is CapMetro's Vice President of Bus Operations & Maintenance or their designee. Should they not be available the secondary point of contact is the Senior Director of Bus Transportation. Contract modifications should be directed to CapMetro Procurement's Contract Administrator.

9.6.2 The principal function of the General Manager will be to oversee employees of the Contractor and monitor activities associated with the services described herein. The General Manager will be responsible for supporting CapMetro in providing the safe and reliable provision of all Services referenced herein. The General Manager will be expected to ensure that there is direct supervision of the daily activities of all Operators, Run Dispatchers, Road Supervisors, maintenance technicians, and other Contractor personnel supporting CapMetro system operations. The principal function of the Safety Manager is to manage operational safety efforts, ensure compliance with federal, state, and local safety regulations, and support CapMetro's PTASP and SMS processes/activities

9.6.3 The Contractor will work cooperatively with CapMetro in matters of assuring service quality, providing operational data, responding to comments from Passengers and public, and responding to specific requests for other assistance as the need arises.

9.6.4 The General Manager or designated member of the Contractor's Management team shall be required to attend periodic meetings, such as the monthly Operations Committee of the CapMetro Board of Directors, the monthly CapMetro Board of Directors general meeting, monthly Advisory Committee meetings, monthly Joint Health & Safety Committee meetings, and others as requested by CapMetro.

9.6.5 The Contract Key Personnel shall reside in the Austin Metropolitan Area or within fifty (50) miles from the Austin City Limits.

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

10. GENERAL PERSONNEL

10.1 Vehicle Operators

10.1.1 CapMetro recognizes that the success of its transportation program, service delivery and overall customer experience is built upon the strength of its Vehicle Operators. The expectation is that the Contractor will ensure Vehicle Operators maintain a primary focus on Safety and excellent customer service. Vehicle operators shall work under the daily direction of the OCC.

10.1.2 In addition to the qualifications listed in the "Personnel Assignments" section of the Contractual Terms and Conditions (**Exhibit E - Revised-5**), Vehicle Operators shall meet the following pre-employment requirements:

- (i) Possess a valid State of Texas Driver's License appropriate for the class of vehicle to be operated.
- (ii) Maintain a valid driver's license for three (3) years.

- (iii) Demonstrate English language competency (reading, writing, and speaking). CapMetro encourages bilingual (English/Spanish) hiring practices.
- (iv) Have good oral and written (legible) communication skills as demonstrated in the pre-employment vetting.
- (v) Always show sensitivity to Passengers' needs and possess the ability to handle complaints and problems as required.
- (vi) Any personnel assigned to operate a CapMetro revenue vehicle shall pass a Federal Department of Transportation (DOT) physical examination and a comprehensive drug screen as detailed by 49 CFR 391.41.
- (vii) Demonstrate the physical agility to perform the requirements of this position. CapMetro encourages the use of a Human Performance Evaluation to determine eligibility.

10.3 Run Dispatch

10.3.1 The Contractors will appoint qualified individuals to serve as Run Dispatchers. These Run Dispatchers will assign operators to maintain attendance for assigned work and assign available operators for open work. Run Dispatch personnel will always be on duty when services are scheduled to operate. Run Dispatchers will assign operators to vacant runs as required. The Run Dispatchers will receive calls from operators calling in as absent, assign open work, operate Trapeze software, receive, and validate accident reports, log in, maintain, and gather items turned in as Lost and Found, assign work as needed for required mandated testing and screening, and other duties directed by CapMetro.

10.3.2 The recordkeeping functions of operations shall include, but not limited to operator phone call logs, assignment of open work, Operator work status, mandated testing and screening assignments, inspections of credentials, inspection of uniform/appearance, fitness for duty and other duties are accomplished by the Run Dispatchers.

10.3.3 Run Dispatchers are required to wear CapMetro approved uniforms as described in in Attachment - CapMetro Uniform and Appearance Standards.

10.4 Road Supervisors

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

10.4.2 The Contractor shall identify the field supervision techniques and personnel organization structure that it feels creates the best value in costs and benefits. The critical relationship to understand in the RFP proposal preparation stage is the interplay between the field supervision functions provided by the Contractor and the oversight and direction provided by CapMetro specifically OCC personnel. Field supervisors may be required to operate revenue vehicles and assist during incidents/events impacting service and special events. It is important to be clear regarding the level of field supervision personnel that will be provided. This shall include staffing at transit centers and other hubs as determined OCC or management. The Contractor shall identify the number of field supervisors to be deployed in roving service monitoring both on transit vehicles, staff automobiles, and accident investigations. CapMetro will manage the staffing levels required based on service needs.

10.4.3 Road Supervisors are required to wear CapMetro approved uniforms as described in Attachment - CapMetro Uniform and Appearance Standards.

10.5 Vehicle Maintenance Technicians (Mechanics) and Supervisors

10.5.1 The Contractor shall manage the staff for the vehicle maintenance department which includes running repair and heavy repair mechanics, electronics and body shop technicians, servicer writers, parts clerks, fleet fuelers and cleaners, vehicle wranglers, utility workers, non-revenue vehicle mechanics, and other vehicle servicing functions along with supervisors for all these positions. CapMetro will determine staffing levels for maintenance and first-level supervisory functions to assure that there is a sufficient supply of safe, reliable, and clean vehicles for service every day.

10.5.2 The Contractor is responsible for the management of maintenance employees, including supervision and monitoring of productivity, performance, engagement communication, and employee status.

10.5.3 CapMetro will provide the maintenance program to be used by the Contractor which includes all aspects of maintenance including preventative maintenance schedules, maintenance standards, repair standards, campaigns, recalls, configuration changes.

10.5.4 CapMetro will be responsible for parts inventory levels, ordering and the purchase of parts and materials required for vehicle maintenance. The Contractor parts clerks will receive, put away, issue and return parts from the parts rooms, including distribution of parts from the central warehouse.

10.6 Building Maintenance Technicians and Supervisors

10.6.1 The current employees shall be offered the same positions with the new contract. The Contractor shall be responsible for staffing and directing the building and equipment maintenance technician to assure that assigned buildings are properly maintained and available for service every day, as directed by CapMetro personnel.

10.6.2 The Contractor is responsible for the management of building maintenance employees and shall monitor the work productivity, performance, and status of technicians, along with appropriate supervisors to maintain the assigned buildings. All facility maintenance services shall be performed in accordance with State of Good Repair guidelines.

10.6.3 CapMetro will provide the preventative maintenance schedules to be used by the Contractor which meets OEM requirements. The preventive maintenance inspections are designed to facilitate documentation of all repairs made and all components tested or inspected. The purchase and distribution of parts is a CapMetro responsibility.

10.6.4 CapMetro will develop work plans for building maintenance technicians to maximize reliability and prevent any unsafe equipment condition from existing in any assigned building. CapMetro will manage the staffing levels required based on business needs.

10.7 Recruitment and Hiring of Suitable Personnel

10.7.1 CapMetro, with collaborative input from the Contractor directly provides recruiting, screening, and hiring support services for the transit system. The Contractor need not plan to provide these functions but may supplement these efforts. The potential candidates that successfully pass the recruitment and screening process are submitted to the Contractor. The Contractor shall remain responsible for the employment decisions while understanding that the flow of potential employees is assured. The Contractor retains final authority with respect to vetting candidates and final hiring decisions.

10.7.2 The Contractor's provision of qualified, capable, and experienced personnel is essential to the performance of its contractual obligation under the Contract. As such, failure to provide suitable personnel consistent with contractual requirements as described in this Scope of Services shall be deemed a material breach of Contract and subjects the Contract to termination for default. The Contractor shall ensure that its employees are qualified, capable and suitable to perform their job duties in the position to which they are assigned. Contractor shall provide all pertinent employee records regarding driving records, training, qualifications, incidents/accidents, passenger complaints and related matters to CapMetro as soon as possible upon request.

10.7.3 In the event a current employee's background or qualifications do not meet the criteria set forth in the Contractual Terms and Conditions (**Exhibit E - Revised-5**). The Contractor may request CapMetro review via Attachment - Risk Assessment Request Form.

10.7.4 As directed by CapMetro, the Contractor shall utilize CapMetro training programs for all frontline employees, including but not limited to Vehicle Operators, Road Supervisors, Run Dispatchers, Mechanics and maintenance supervisors. When receiving training, such personnel will be compensated for their standard rate of pay by the Contractor.

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

10.7.6 The Contractor will utilize CapMetro's IT Services Access Request System (currently ServiceNow) to request access to IT systems such as email accounts, Trapeze, and so on, for new hires, during role changes and terminations. All terminations need to be immediately entered into the system as it occurs. The Contractor will provide a daily feed of terminations of all employees working for Cap-Metro, from the Contractors internal HR system where staff terminations are entered.

11. VEHICLE OPERATOR EXPECTATIONS, CONDUCT AND DRESS

11.1 Vehicle Operator Expectations

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

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

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

11.1.4 Vehicle Operators shall comply with CapMetro fare collection procedures. See Attachment – CapMetro Fare Collection Procedures.

11.1.5 Vehicle Operators shall wear ANSI Class 2 reflective safety vests when performing duties on or near the roadway, exposed to vehicular traffic, or while on the bus yard.

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

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

11.2 Prohibited Conduct: Cause for Removal from Service

11.2.1 The Contractor shall immediately remove any Vehicle Operator from service found to have committed unsafe or inappropriate acts while providing service under this Contract. The Contractor shall notify CapMetro if a Vehicle Operator will be removed from service for this reason and submit a written report within 24 hours.

11.2.2 CapMetro will require the Contractor to immediately remove any Vehicle Operator from CapMetro service (pending investigation) for any one of the following reasons, but not necessarily limited to the following:

- (i) Committing unsafe, inappropriate or criminal acts while providing service.
- (ii) Failure to follow CapMetro policies and procedures.
- (iii) Failure to carry a valid Vehicle Operator's license while providing service.
- (iv) Cell phone use while operating CapMetro vehicle, including texting and use of wireless headphones or devices.
- (v) Revocation, suspension or non-renewal of a valid Texas Driver's License.

- (vi) Use of any tobacco product on CapMetro vehicle or property, in accordance with the Tobacco Free policies of CapMetro.
- (vii) Failure to follow safety rules and regulations.
- (viii) Failure to follow security policies, guidelines and procedures.
- (ix) Arrests for any reason.
- (x) Notification of an active warrant from any law enforcement or judicial agency.
- (xi) Failure to meet Vehicle Operator employment requirements in **Exhibit E - Revised-5 and Exhibit F - Revised-7**.
- (xii) Failure to display employee ID/security badge visibly while on CapMetro property.

11.3 Vehicle Operator Dress Code and Personal Appearance Standards

11.3.1 CapMetro will provide uniforms for those employees required to wear a uniform. The Contractor shall ensure its Vehicle Operators conform to professional appearance standards consistent with the contractual guidelines set forth in Attachment - Uniform and Appearance Standards. These guidelines shall ensure a standard appearance among Vehicle Operators and Supervisors that is consistent with the high standards CapMetro's professional Vehicle Operators are expected to meet every day. When providing service under this Contract, Vehicle Operators shall present a neat and clean appearance and wear only the CapMetro authorized uniform.

11.3.2 The Contractor shall ensure its Vehicle Operators observe professional standards regarding personal appearance. This includes when reporting for duty and while on duty, including training assignments that require operation of CapMetro branded equipment. The Contractor is authorized to allow its Vehicle Operators reporting for non-driving training or duties to wear casual clothing appropriate for the workplace. The Contractors shall ensure that all clothing worn by their employees fit well, is clean, wrinkle-free and in good repair.

12. **SAFETY**

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

12.1.2 **Emergency Readiness.** The Contractor shall participate in periodic emergency readiness training and drills. The Contractor shall also participate in such drills at the direction of CapMetro.

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

12.2 Enterprise Risk Management Programs

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

12.3 Safety Equipment

12.3.1 All Supervisor vehicles shall have biohazard clean-up and first aid kits. The Contractors shall ensure that these kits comply with OSHA and any other applicable regulatory standards. The Contractors shall make disposable gloves and anti-microbial wipes available to all Vehicle Operators. The items listed in this section will be provided by CapMetro.

12.3.2 The Contractor shall ensure that all vehicles have properly operating safety equipment, fire extinguishers, and reflectors.

12.3.3 The Contractor shall ensure that all necessary safety equipment is installed, in working order and utilized in the Facility.

12.4 Accident or Severe Incident Procedure

12.4.1 Emergency Notifications. The Contractor must comply with emergency notification procedures as directed by CapMetro.

12.4.2 Vehicle and Passenger Accidents. The Contractor must comply with the responsibilities related to accidents and incidents as directed by CapMetro.

12.4.3 The Contractor's reporting shall comply with Federal, State and CapMetro requirements. See Attachment - Accident Definitions & Criteria for Monthly Reporting. All events classified as an accident or incident shall be reported to CapMetro within twenty-four (24) hours or less from the time of the accident. Accident reports shall be legible and include information as described in CapMetro policies and procedures. See Attachment - Accident/Incident Report Templates.

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

12.4.5 Details of every vehicle and Passenger accident or incident, including vehicle number, damage estimates to CapMetro vehicles, preventability claims, severity category, elapsed hours between the prior workday and time of accident, and hours worked in the previous seven calendar days shall be reported to CapMetro in the format detailed in Attachment - Monthly Accident/Incident Log by the fifth (5th) Business Day of the following month. The Contractor shall also submit a Quarterly Accident Claims log due by 10th Business Day after quarter ends. See Attachment – Quarterly Accident Claims Log.

12.4.6 Accident preventability shall be based on the National Safety Council's (NSC) "Guide to Determine Motor Vehicle Collision Preventability." Whenever preventability determinations are in question, the Contractor safety staff shall consult with CapMetro to reach a resolution. CapMetro will make the final determination of preventability on all accidents and incidents. The Contractor personnel determining rulings shall have the training necessary to determine rulings per NSC guidelines.

12.5 Safety in the Workplace

12.5.1 The Contractor shall be responsible for compliance with all applicable Federal, State and local laws, ordinances, and regulations during the performance of this Contract. CapMetro will require The Contractor, as deemed appropriate, to comply with additional safety requirements. Such additional requirements shall be provided to the Contractor in writing.

12.5.2 The Contractor shall implement safety rules and procedures as directed by CapMetro and in accordance with transit industry best practices and CapMetro procedures. These include but are not limited to the following:

- (i) Furnish and enforce the use of all personal protective equipment needed to complete the tasks required by this Contract.
- (ii) Provide employees special safety training prior to working with hazardous materials or operations.
- (iii) Provide warning signs, barricades and verbal warnings as required by OSHA.
- (iv) Have a formal manual for emergency/evacuation policies and procedures available on site and shall inform its employees of emergency procedures.
- (v) Develop yard/lot safety policies for the operating facility and submit them to CapMetro for approval.
- (vi) Manage issues of employee fatigue, including processes to institute limits to the hours of service of Bus Operators.

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

12.5.4 The Contractor shall fully promote and support CapMetro's Employee Safety Reporting System and Close Call Reporting System. See Attachment - CapMetro's Employee Safety Reporting System and Close Call Reporting System. The Contractor shall not implement competing systems that will degrade the effectiveness and universality of these agency-wide systems.

12.5.5 The Contractor is required to submit an OSHA 300 log detailing industrial injuries to CapMetro monthly.

12.5.6 CapMetro procedures restrict the use of mobile phones and other personal electronic devices while on duty and operating a vehicle, machinery, and other equipment. CapMetro requires a zero-tolerance policy for violations of this procedure. See Attachment – Electronic Device Procedure.

12.6 Employee Safety Recognition Program

The Contractor shall develop and implement an Employee Safety Recognition Program to incentivize and motivate employees to perform at the highest level of safety. Employees should be recognized annually.

13. SECURITY

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

13.2 Contracted Local Law Enforcement. CapMetro contracts with off duty sworn police officers to provide police assistance for incidents that occur during daily operations.

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

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

13.3 CapMetro Public Safety Program

The Contractor staff will work collaboratively with CapMetro Public Safety staff, including transit police (future), public safety dispatchers and public safety ambassadors. Part of creating a modern approach to public safety is rethinking the roles and responsibilities of its team members. CapMetro has identified that our need for law enforcement support is specific, and most of our public safety work involves responding to incidents that are disruptive, but non-violent. This means changing how CapMetro responds to calls and how to promote customer and staff safety. Our multi-pronged approach features:

- (i) Public Safety Ambassadors who are as prepared to sell a pass or give directions as they are to perform a security function.
- (ii) On-staff social workers to respond to quality-of-life issues on the system and provide Mental Health First Aid training to CapMetro employees.
- (iii) More security cameras and safety infrastructure on vehicles and at facilities for faster identification and handling of issues.
- (iv) Transit-focused police officers for specific instances when law enforcement is truly needed.

14. OPERATIONS STAFF TRAINING

14.1 The Contractor shall be required to utilize CapMetro's Operations Training Academy as directed by CapMetro, to ensure all staff are adequately trained and regularly retrained. The Contractor may formally request changes to the training program. When receiving training, the Contractor will compensate personnel for their applicable standard rates of pay. CapMetro's Operations Training Academy shall meet or exceed industry standards.

14.2 No operator will be allowed to operate equipment in CapMetro service until the successful completion of the training necessary to properly operate the vehicle type and route to which the operator will be assigned, as documented, and signed off by a qualified instructor as determined by CapMetro. The Contractor Run Dispatchers are required to ensure that all assignments comply with this requirement.

14.3 No maintenance employee will be allowed to perform repairs or inspections for which they have not been fully trained as required by CapMetro. The Contractor Shop Supervisors are required to ensure that all work assignments comply with this requirement.

14.4 The Contractor supervisors will evaluate each operator employed under the contract at least once every six (6) months, which includes documented on-the-job/in-service evaluations, license and medical certificate checks.

15. SERVICE QUALITY AND PERFORMANCE INDICATORS

15.1 The Contractor is required to manage its business in ways that maximizes the customer experience at all times. must work to continuously improve its processes and procedures for the benefit of the customer experience,

15.1.1 The Contractor shall ensure there are qualified supervisory personnel available to physically respond (as necessary) to any accidents/serious incidents or other service disruptions during all hours of revenue service in accordance with Contract requirements. The Contractor shall provide sufficient Road Supervisor coverage in the Service Area to ensure an appropriate response time as directed by CapMetro.

15.1.2 The Contractor shall manage the daily availability of vehicles and operators to facilitate the speedy restoration of service in the event of a service disruption.

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

15.3 Performance measures are included in this Contract to provide the highest level of service possible. CapMetro will monitor the Contractor in its performance of the Contract to ensure adherence to all performance specifications.

15.4 The Contractor is expected to meet or exceed the performance metrics as outlined in this Contract on a monthly basis unless otherwise specified in this Contract. Should the Contractor exceed or fall short of acceptable standards, payments to the Contractor shall be adjusted from the original invoice (not including other reimbursements, fees, etc.). Adjustments are based on the incentive or PDC amount indicated in the Contract.

15.5 **CapMetro Contract Oversight.** CapMetro shall perform audits of the Contractor's performance throughout the term of this Contract. These include but are not limited to audits of personnel or vehicle files, remote audits of archival data, in-service audits, yard audits, and audits of maintenance activities. The results of these audits shall be rated and recorded. The Contractor and CapMetro staff will work collaboratively to address issues identified during oversight activities.

15.6 **Key Performance Indicator PDCs.** The Contractor will be eligible to be paid incentives and will be subject to disincentives based upon monthly performance. Details regarding the structure of the incentive and disincentives are provided in Attachment - LIST OF PERFORMANCE DEFICIENCY CREDITS, INCENTIVES/DISINCENTIVES. Notwithstanding the foregoing or any other provision of this Contract to the contrary, The Contractor shall not be assessed PDCs or disincentives related to any functions that are within CapMetro's oversight responsibilities unless CapMetro can demonstrate that the Contractor has failed to comply with its obligations under this Contract that caused the performance failure.

15.6.1 The Contractor incentives and penalties imposed by CapMetro will be applied to the monthly invoice. Incentives and penalties are assessed one month in arrears.

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

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

- (i) Monitor daily operations, including, but not limited to, Vehicle Operator check-in, pull-out, Safety, schedule adherence, pull-in, etc.
- (ii) Oversee Run Dispatch functions to include (but not limited to) service delivery, schedule adherence, and On-Time Performance.
- (iii) Perform Quality Assurance inspections for both Operations and Maintenance and the supervision of these functional areas.
- (iv) Perform in-service (on board, shadow, etc.) audits, with focus on Passenger Boarding/alighting, mobility aid securement, safe operation, etc.

15.7.1 The plan shall include methods the Contractor will use to identify metrics and goals, the process to measure performance success, establish frequencies of quality assurance inspections, the process to establish steps to correct deficiencies in performance, and the plan to communicate findings to CapMetro.

15.8 Mystery Rider Program. CapMetro contracts a firm that conducts periodic inspections of bus operator performance by outside persons otherwise not known to the workforce. Mystery riders must ride the service on different routes, different times of day, and different days of the week each month. Reports submitted will be reviewed by CapMetro. Based on the review, certain information may be shared with the Contractor to improve service and provide feedback.

15.9 Employee Survey. Periodically, CapMetro conducts surveys of employees (of both the Authority and its Contractors) to gain insight into overall management of CapMetro operations. The Contractor is required to encourage participation in such surveys by all its employees and to cooperate with and coordinate the administration of such surveys.

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

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

15.10.2 All vehicles must remain logged in while off site and while in service. Through the course of a transit day vehicles must be logged off a specific Block and another vehicle logged on in its place. Such log offs and logons must be managed to reduce the amount of time in which no data is being associated with that service.

15.10.3 To ensure that services operate in a timely manner, the Contractor is expected to ensure that all Blocks start service on time. A run as directed bus may be used in place of the regularly scheduled bus to enter service at the first scheduled time point on time (no more than 5 minutes late). Failure to enter service at the first scheduled time point on time (no more than 10 minutes late) will result in a PDC of \$100 per occurrence.

15.11 **Waivers.** Absent a Force Majeure Event, from time to time, situations will arise wherein a factor outside of the control of the Contractor will impede performance. When such a situation arises, the Contractor may request a waiver of a specific KPI that results in a PDC.

15.11.1 In order for a waiver to be reviewed and considered by the Authority, Contractor must provide the waiver request in writing and addressed to the Program Manager with the following:

- a) Specify the KPI Contractor is asking the Authority to waive;

- b) The waiver must fully explain and specify the event or situation with dates and times, along with the factor or factors that were outside of the Contractor's control;
- c) Detail the obstacles or circumstances being faced;
- d) Contractor efforts undertaken to mitigate the impacts of the waiver; and
- e) The specific relief being requested.

The Authority will review Contractor's request and may seek additional information or documentation from Contractor. To the extent possible, Contractor must submit its request in advance to allow sufficient time for the review process by the Authority. The Program Manager will not deviate from the Contract, policies, or procedures without an approved waiver request. The Program Manager will contact Contractor with the results of the waiver request.

Notwithstanding this section 15.11, the Authority does not waive any rights or remedies available to it under the Contract.

16. FACILITY, BUILDING MAINTENANCE

16.1 CapMetro will identify the procedures to employ for building structure maintenance, electrical system maintenance, HVAC maintenance, plumbing systems maintenance, and related systems maintenance. The major equipment items, including but not limited to, bus wash, material handling trucks and equipment, bus lifts, test equipment, wheel lift equipment, emergency generators, transmission and engine removal equipment and special tools will be identified with the respective preventive maintenance procedures that will be followed. The Contractor is responsible for the management of employees associated with the completion of work. CapMetro will manage the staffing levels required based on service needs. The Contractor shall be responsible for the ongoing routine and preventive maintenance of CapMetro's buildings at the direction of CapMetro. The Contractor shall fulfill the requirements of the Contract. The Contractor shall be responsible for performing the assigned building maintenance activities of the 2910 Vehicle Maintenance building and bus yard, Service Island building and Administration building, Administrative Annex located at 624 N. Pleasant Valley, 9315 Old McNeil Administration and Maintenance Building and bus yard, Service Island Building, and Rail Maintenance Facility; and the Centralized Parts Warehouse located at 9715 Old McNeil Rd.

16.2 CapMetro will provide existing major shop equipment such as bus lifts, portable bus lifts, jack stands, special tools, portable fans, specialized test equipment a/c servicing machines, needed for the performance of the Services.

16.3 The Contractor is responsible for performing maintenance of the fuel delivery system, including pumps, dispensers, valves, piping monitors and fuel management, as directed by CapMetro. CapMetro will maintain the fuel management software and back-end systems. The Contractor is responsible for learning and understanding the fuel management software as it pertains to preventive maintenance and repairs.

16.4 The Contractor is responsible for performing the preventive maintenance program on all building systems at the direction of CapMetro.

16.5 The Contractor shall staff for Building Maintenance consistent with the minimum staffing levels established by CapMetro per paragraph 8.2 with sufficient technicians to accommodate the work assigned by CapMetro.

16.6 Building Maintenance Preventive Maintenance (PM) Inspections and the Asset Management System (currently Hexagon). CapMetro will provide training on its Asset Management System and the Contractor shall be required to use the system to document routine and preventive maintenance work.

16.6.1 Preventive Maintenance Inspections are required for facility systems and equipment.

16.6.2 The Asset Management System will track the performance dates and produce a monthly report. The Contractor shall follow the priority rating list and dates of issue.

16.6.3 The Contractor shall review, fully complete, and close all preventative maintenance work as directed by CapMetro.

16.7 Preventative maintenance work that relates to critical regulatory or environmental matters that affect the daily operations of the facility shall be addressed by the Contractor per the priority ratings as directed by CapMetro.

16.8 Corrective work will be addressed immediately in cases of critical equipment as directed by CapMetro.

16.9 The Contractor shall make every effort to reduce waste, recycle waste, and reduce carbon footprint before disposal. CapMetro reserves the right to require the Contractor to comply with any environmental sustainability management procedures in CapMetro's ESMS (Environmental Sustainability Management System) program as developed.

16.10 The Contractor shall provide good housekeeping to all areas of CapMetro's property used by the Contractor, including parking lots. Oil spots shall be spot treated and cleaned following local laws. All areas shall be kept clean of any trash and all drums, containers etc. shall be maintained in orderly fashion as directed by CapMetro.

16.11 Safety Data Sheets (SDS). The Contractor shall provide access to Safety Data Sheet (SDS) on all chemicals stored or used by them. The Contractor shall follow all local, federal and state requirements on storing and using chemicals, products or waste.

17. VEHICLES

17.1 **Vehicle Use and Responsibilities.** The Contractor shall not use or permit the use of vehicles in a negligent or improper manner or in violation of any law, or to void any insurance covering the vehicles, or permit the vehicles to become subject to any lien, charge or encumbrance. The Contractor shall defend and hold CapMetro harmless from all fines, forfeitures or penalties for traffic or parking violations or for the violation of any other statute, law, ordinance, rule or regulation of any duly constituted public authority. The Contractor shall bear all risks of damage or loss of the vehicles, or any portions of the vehicles, not covered by insurance.

17.2 **Fleet Composition.** CapMetro shall provide a vehicle mix of accessible cutaway vans, transit buses, and over-the-road buses to be operated by the Contractor. CapMetro reserves the right to change the composition of the fleet at any time.

17.2.1 **Emerging Technology Buses.** CapMetro has initiated the implementation of battery electric buses and will continue to pursue the testing and implementation of other emerging technologies such as autonomous and semi-autonomous vehicles, fast charge battery systems, on route charging of battery electric buses, hydrogen range extenders, and so on. The Contractor shall facilitate the adoption of emerging technologies by actively participating in CapMetro's programs designed to insure the success of these new kinds of buses, to include for example: participating in CapMetro-provided basic and specialized training, the formation of dedicated maintenance teams, the collection and reporting of performance data, the participation in routine meetings, and the development and implementation of new procedures, processes and protocols necessary to ensure the safety and reliability of the new technology buses. These changes to the fleet will directly and indirectly affect all areas of the operation, maintenance, and servicing of CapMetro's fleet.

17.3 Non-Revenue Vehicle (NRV) Requirements

17.3.1 **Non-Revenue Vehicle Maintenance.** The Contractor shall perform maintenance and repair of non-revenue vehicles supplied by CapMetro to ensure they are kept safe, reliable, and clean at the direction of CapMetro. CapMetro reserves the right to review maintenance and safety records and practices of all support vehicles and to remove them from service as determined necessary by CapMetro.

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

17.4 Revenue Vehicles Requirements

17.4.1 **Revenue Fleet Inventory.** CapMetro shall supply all revenue vehicles required to meet revenue service.

17.4.2 **Revenue Vehicle Usage.** The Contractor shall use the vehicles supplied by CapMetro as required under this Contract and consistent with terms and conditions outlined in this Contract. CapMetro supplied revenue vehicles

shall only be used for the transportation of CapMetro customers, unless specifically directed to do so otherwise by CapMetro.

17.4.3 Fleet Spare Ratio. CapMetro will provide an adequate number of vehicles to the Contractor to assure a spare ratio of at least eighteen percent (18%) but not exceeding twenty percent (20%). The Contractor's spare ratio is the number of spare vehicles divided by vehicles required for annual maximum service, across the fleet.

17.4.4 Fleet Replacement Schedule. Cutaways are kept for seven (7) years, transit buses are kept for fourteen (14) years, and over-the-road buses are kept for sixteen (16) years. The window for replacement is plus or minus three (3) years from the planned retirement date.

17.4.5 Fleet Changes. CapMetro may assign additional vehicles at any time during the term of this Contract by giving ten (10) days' written notice to the Contractor of CapMetro's intention to assign additional vehicles. CapMetro may demand redelivery of all CapMetro vehicles, or any number thereof, at any time prior to the expiration of this Contract by giving ten (10) days' written notice to the Contractor of CapMetro's intention to resume possession of the vehicles. CapMetro shall be responsible for the selection of vehicles to be assigned and returned.

17.4.6 Vehicle Storage. The Contractors shall ensure that vehicles used under this Contract are stored on the provided storage yard while not in service.

17.5 Delivery of CapMetro Vehicles to Contractor

17.5.1 Vehicle Warranty. The Contractor acknowledges that the vehicles are provided to the Contractor on an "as is" basis and that CapMetro makes no warranties regarding past vehicle maintenance or the vehicles, including without limitation the body, engine, transmission, drive train, other mechanical parts, electrical systems, any accessories, and all options on the vehicles. If it is determined that a vehicle or piece of equipment is unsafe or non-working at the time of transition, the Contractor and CapMetro will work together to determine a viable solution.

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

17.5.4 Receiving New Vehicles. The Contractor shall be responsible for receiving new vehicles, transferring or installation of in-lifecycle equipment including but not limited to onboard fare collection equipment, CAD/AVL and radio equipment to the new vehicle from the old vehicle, performing an in-service PM, and complete other make ready tasks, prior to putting the vehicle into revenue service. The vehicles must be made ready within two (2) weeks of delivery, and at a rate of five (5) per week, minimum if available.

17.6 Return Delivery of CapMetro Vehicles to CapMetro

17.6.1 Vehicle Return Overview. Upon expiration of the term, or the earlier termination of this Contract, or as required by CapMetro, the Contractor shall deliver vehicles to CapMetro by releasing the vehicles to CapMetro or CapMetro's agent or by transporting or shipping the vehicles as CapMetro directs. The Contractor shall be responsible for the cost of any accident damage on the vehicles during vehicle return. The Contractor has until the scheduled date of return to repair any accident damage identified during any the pre-return vehicle inspections.

17.6.2 Out Processing Responsibility. The Contractor shall be responsible for out processing tasks as directed by CapMetro which include but are not limited to removal or reconfiguration of fare collection equipment (including re-key), radio, gate transponder, inertia-based camera system, and advertising placards.

17.6.4 Retiring Old Vehicles. The Contractor shall be responsible for retiring vehicles at end of vehicle life. This includes removing and returning to CapMetro inventory, equipment from the vehicles which has not reached the end of equipment life, including but not limited to Radio, Camera System, CAD/AVL, APC, OBV, Farebox, Bike Rack,

S-1 Gard, Literature Rack, Message Board, Passenger Wi-Fi, Cellular Router, and Event Data Recorder. This retirement responsibility also includes removing CapMetro logos from interior and exterior of bus, completing a disposal assessment form, and transporting the vehicle to the designated off-site disposal parking area and post-retirement maintenance.

18. VEHICLE MAINTENANCE

18.1 Vehicle Maintenance Responsibility. The Contractor shall be responsible for performing all CapMetro-directed maintenance and repair of all vehicles and all on-board equipment systems (revenue and non-revenue), to ensure they are kept in a safe, reliable, and clean condition. Maintenance shall be performed to original equipment manufacturer (OEM) standards and to CapMetro's written instructions or specifications. Vehicle maintenance shall be performed in a timely manner. The Contractor shall maintain records of all work performed. CapMetro shall direct and closely oversee all maintenance activities. CapMetro will identify the number of personnel to provide for these functions and work shifts planned to support the operations. The Contractor is responsible for the management of employees associated with revenue and non-revenue vehicle fueling, cleaning, washing and minor inspection steps. CapMetro will develop specific requirements that no vehicle will be "finished" for that day until it is completely cleaned inside and out, (including surface infection prevention steps); fully fueled and checked for fluid levels, belts conditions, hoses conditions, signals operations, headlights/taillights/turning lights indicators, tire pressures, and radio operation. The Contractor shall manage the fuelers to ensure all vehicles are fueled, cleaned, and disinfected every night.

18.2 Timely Maintenance. The Contractor shall perform all maintenance in a timely fashion.

18.3 Maintenance Staff Qualifications. The Contractor shall perform all or part of the work using the Contractor's personnel. If third-party work is necessary to facilitate repairs, such work will be managed by CapMetro.

18.4 Vehicle Registration and State Inspection. CapMetro shall be responsible for managing vehicle registration/license plate renewals, including application for registration and license plate renewal, retrieval of registration stickers and license plates from the Tax Office. The Contractor shall be responsible for timely completion of the state inspection, and installation of registration stickers and license plates. No vehicle shall be allowed in service with an expired registration or past due for annual safety inspection.

18.5 Storeroom and Parts Inventory. CapMetro will manage the storeroom and central warehouse including the procurement and ordering of replacement parts, supplies, and specialized tools, for the fleets assigned under this contract. The Contractor clerks shall manage stocking, distribution, and cycle counts of the inventory using CapMetro's EAM.

18.6 Shipping and Receiving. The Contractor clerks shall be responsible for managing the receiving dock, including the administration of shipping, and receiving tasks for CapMetro. The receiving dock is the main delivery point for CapMetro business.

18.7 Maintenance Campaigns. The Contractor shall perform maintenance campaigns as directed by CapMetro to satisfy OEM vendor bulletins, recalls, OEM vehicle upgrades, and to satisfy the recommendations of the Contractor's and CapMetro's predictive maintenance.

18.8 Shop Cleanliness. The Contractor shall keep all work areas clean and free of clutter, dirt, and grease. After each repair, the technician must ensure the general work area they have been occupying including the floor and worktables are clean of debris, oil, grease, shop supplies and tools. The service island floor and work areas should also be clean and be without any debris, oil, grease, shop supplies and tools after each major fueling cycle.

18.9 OEM Configuration. The Contractor shall maintain all vehicles in original configuration as delivered from the original equipment manufacturer (OEM) and with modifications as specified by CapMetro. Only OEM or better replacement parts shall be used.

18.10 Cannibalization. No vehicle shall be cannibalized for parts. No vehicle shall be repaired using parts taken from another vehicle without prior written approval of CapMetro.

18.11 Reserved

18.12 Hubodometers. The Contractor shall maintain hubodometers which shall be replaced immediately when defective.

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

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

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

18.19.1 PMI and PMR Overview. The PMI and PMR form the backbone of CapMetro's Maintenance Program. The scope of the preventative maintenance program for CapMetro vehicles is extensive and thorough. It shall not be compromised or reduced, as it is essential for the continued service life of the vehicles, and to provide safe and reliable service. It is to be considered as the minimum amount of effort required for vehicles at their present age and mileage. No modifications, adjustments, or omissions to the PMI or PMR are to be made without written approval from CapMetro. CapMetro specific procedures to use to assure that each revenue vehicle and non-revenue vehicle will be scheduled for inspections based on the OEM requirements on a timely basis and that the inspection will be performed at that interval. The Contractor is responsible for the Personnel Management of employees associated with the completion of preventative maintenance inspections and repairs. The Contractor will be required to utilize the current EAM process established by CapMetro. The Contractor shall manage all maintenance repair shops and personnel including the preventive maintenance inspection shop, running repair shop, heavy repair shop, wheelchair/HVAC shop, electronics shop, body shop, parts clerks, service island, service writers, and their supervisors and managers to ensure efficiency and productivity in meeting the maintenance program developed and provided by CapMetro.

The Contractor will be required to utilize the current EAM system and processes established by CapMetro.

The Contractor shall adhere to the maintenance schedules developed by CapMetro. All maintenance inspection, repair, rebuild and other assigned work shall be documented in CapMetro's work order system. Warranty repairs received from the OEM or component manufacturer shall be credited to CapMetro for vehicles owned by CapMetro.

18.19.2 PMI Timeliness. Revenue vehicles shall not be placed in revenue service if they are past due for a PM Inspection.

18.19.3 PMI Repairs Schedule. All repairs required from the PMI are to be completed prior to the vehicle being returned to revenue service. Any exceptions must be approved in advance by CapMetro and cannot affect safety and reliability. Failure to adhere to this schedule shall result in a vehicle being removed from service.

18.19.4 Steam Cleaning. Each time a revenue vehicle enters a shop for a PMI, the engine, transmission, radiator, and condensers must be thoroughly cleaned of accumulated dirt and debris.

18.19.5 Oil Analysis. The Contractor shall be responsible for performing the sampling and submission of engine and transmission oil as directed by CapMetro.

18.19.6 OEM Severe Service Requirement. The Contractor is also responsible for knowing, understanding, and following the OEM's maintenance requirements with consideration to the duty cycle that the vehicle is operated on. Where a manufacturer identifies maintenance intervals specific for "severe service," that "severe service" is to be used. This applies to both new and existing vehicles in the Contractor's fleet.

18.19.7 Records Accuracy. The Contractor shall maintain accurate records and proof of inspection and repetitive tasks performed, including inspection measurements taken, defects found, and the corrective repairs performed.

18.20 Mobile Technology Systems Maintenance

18.20.1 **Mobile Technology Systems.** The Contractor shall be responsible for routine inspection and maintenance of all on board equipment installed on the vehicle by OEM or as added by CapMetro.

18.20.2 **Maintenance.** The Contractor shall inspect and maintain equipment in accordance with OEM's recommendations and as directed by CapMetro. The Contractor shall maintain equipment spares, and testing equipment as supplied and directed by CapMetro.

18.20.3 **Patches.** The Contractor shall be required to participate in testing of patches and fixes of the system to ensure continued operability and reliability of the technology system.

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

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

18.20.8 **Electronics Training.** The Contractor shall provide technicians to repair the on-board electronic systems. The technicians will be required to complete established training hours through CapMetro's Operations Training Academy.

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

- (i) Destination and Block Sign System.
- (ii) CAD/AVL System.
- (iii) Passenger Displays.
- (iv) Annunciator System.
- (v) Stop Request and Lift Request.
- (vi) Automatic Passenger Counters.
- (vii) Revenue Collection Systems.
- (viii) Mobile Ticketing System.
- (ix) Customer Wi-Fi Router System.
- (x) Cellular Communication System.
- (xi) Telemetry System.
- (xii) Camera System.
- (xiii) Radio System.
- (xiv) DriveCam, Mobileye, and Zonar systems.
- (xv) Swiftly.

18.20.10 **Optional Technology Changes.** If directed by CapMetro, the Contractor is required to add, delete, upgrade or otherwise change mobile technology equipment installed on vehicles. Should CapMetro decide to issue such a directive, CapMetro will work collaboratively with the Contractor to develop the scope for such an effort. Price for the effort will be negotiated at the time, using the pricing details provided in the most current **Exhibit A-1 - Revised-3** as the basis of calculating the incremental cost increase for the directed change. ~~DriveCam, Mobileye, and Zonar systems will not be deleted without the addition of replacement systems that provide equivalent or superior functionality.~~

18.21 Radio System

18.21.1 **Radio System.** The Contractor will be furnished with a radio system equal to or compatible with CapMetro's current radio system. The Contractor shall support the ongoing maintenance of the radio system. All radio

equipment provided under this Contract shall remain the property of CapMetro and returned to CapMetro at the end of the Contract term in working condition.

18.21.2 Radio Assignments. One mobile radio will be assigned per bus and one per supervisor vehicle. Mobile/handheld radios will be provided for supervisors and managers. CapMetro shall provide a limited number of spares to ensure communication reliability. Maestro consoles will be provided for the Contractor use at a location determined by CapMetro.

18.21.3 Radio Installation. Initial installation and final removal of radio systems in support vehicles will be performed by Lower Colorado River Authority (LCRA) and cost is the responsibility of CapMetro. Installation and removal of radio systems in revenue vehicles is considered routine maintenance is the responsibility of the Contractor. Installation and removal of consoles is the responsibility of CapMetro.

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

18.21.5 Radio Maintenance. CapMetro shall be responsible for all routine maintenance and routine maintenance costs of the radio system. Radio component repair (i.e., RF Deck, Control Head, Portable Radios, etc.) shall be performed by LCRA.

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

18.21.7 Radio Airtime. CapMetro, at CapMetro's expense, will provide airtime required for the radio system to operate.

18.22 Revenue Collection Systems

18.22.1 Revenue Collection Systems. CapMetro shall supply the fareboxes and all related revenue collection equipment, including Vaults and Probing Equipment. CapMetro shall supply parts and direct the Contractor in proper maintenance of this equipment.

18.22.2 Revenue System Maintenance. The Contractor shall maintain the fare and revenue collection equipment at the direction of CapMetro, including but not limited to fare boxes, probes, vaults, etc., to the manufacturer's specification and as directed by CapMetro. CapMetro will be responsible for the replacement parts as needed.

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

18.22.4 Revenue System Media. CapMetro shall provide fare media and fare signage. The Contractor shall be responsible for timely communication regarding media needed from CapMetro, restocking fareboxes with media, and changing signage as directed by CapMetro.

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

18.22.6 Fare Collection Procedures. The Contractor shall follow CapMetro procedures related to fare collection, including fare collection by bus operators; probing area procedures and security measures; equipment maintenance; key control; and storage of revenue collection equipment.

18.22.7 CARTS Fare Collection Equipment Servicing. The Contractor shall provide revenue collection system probing, dumping, preventive maintenance, ad hoc repairs, and replenishing of card stock in revenue collection systems on CARTS buses, in a quantity of up to 20 buses. The Contractor shall work cooperatively with CARTS to schedule buses in for routine fare system preventive maintenance and inspections as directed by CapMetro. CARTS will deliver and retrieve vehicles to the Contractor's location.

18.23 Security Camera System

18.23.1 Security Camera Systems. CapMetro shall supply the Security Camera Systems on revenue vehicles. Contractors shall be responsible for all maintenance of this equipment as directed by CapMetro.

18.23.2 Reserved

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

18.24 Tires

18.24.1 Tire Lease. CapMetro will supply tires on a mileage lease basis during the term of the Contract. The tires shall be OEM quality or a grade better and will be provided by CapMetro. Recaps or retreads shall not be permitted.

18.24.3 Tire Maintenance Standard. Tires shall be maintained by the Contractor, as always directed by CapMetro, tire tread depth shall be maintained to at least 4/32" for all tires. Tire air pressures shall be maintained to values specific for each bus type and a tire with an air pressure that is more than ten (10) psi below the specification shall be considered as a flat. Tires that do not meet the above criteria will be cause for the bus to be removed from service.

18.24.4 New Bus Tires. CapMetro shall provide tires for new OEM bus builds and shall assume responsibility for tires of any bus assigned to the Contractor.

18.25 Road Calls

18.25.1 MDBF Metric. CapMetro measures Mean Distance Between Failures (MDBF) as a key performance indicator (KPI) to characterize the customer experience when reporting to the Board of Directors. CapMetro also utilizes MDBF to gauge the maintenance shop's impact on the customer experience. The calculation of this metric only considers Mechanical road calls that are considered under the control of maintenance.; however, all road calls are tracked to identify trends which indicate failures that can be prevented. Non-mechanical road calls, and other mechanical road calls, are not included in the MDBF Metric, however in all cases, the exclusion of any road call from being included in the MDBF metric requires that all scheduled maintenance on the system has taken place and the failure is the result of something outside of the control of the shop. CapMetro will identify the rules and procedures required to minimize the delay between service interruption and service substitution (due to mechanical or similar failure). Procedures designed to assure accident prevention during the road call and recovery.

The Contractor shall manage the road call handling procedures as developed by CapMetro.

18.25.2 Road Call Definition. CapMetro's definition of a "road call" is any failure of any component or system on a vehicle that causes the vehicle to be unable to perform its scheduled service without incurring the need for repair. A road call exists whether the vehicle is returned to the shop for repair, a Mechanic is sent to the vehicle for repair, or the vehicle is towed back to the shop for repair. The following criteria must be considered when determining if an incident is categorized as a road call:

- (i) If the failure occurs on the yard, it is not a road call.
- (ii) If the vehicle has left the yard when failure occurs, it is a road call.
- (iii) If the vehicle is deadheading when the failure occurs, it is a road call.
- (iv) If an out-of-service condition occurs, it is a road call.
- (v) If a mechanic is sent to the bus and makes a repair, or the bus is returned to the yard and a repair is made, it is a road call.
- (vi) If anyone other than a mechanic is sent to repair a vehicle, he/she is acting in the role of a Mechanic, and it is a road call.
- (vii) If anyone responds to a vehicle to investigate a Vehicle Operator complaint and finds no repair is necessary, it is not a road call. Non-mechanical personnel shall not be allowed to diagnose critical systems on the vehicle, such as but not limited to brakes, steering, and fire suppression system.
- (viii) If a Mechanic cannot duplicate the failure after troubleshooting, and no repair is needed, it is not a road call.
- (ix) It does not matter if revenue time was lost or if service was delayed when the failure occurred, it is a road call.

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

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

- (i) Engine
- (ii) Transmission
- (iii) Brakes
- (iv) Electrical
- (v) Doors/Body
- (vi) Steering & Suspension
- (vii) Wipers/Accessories
- (viii) Wheelchair ramp/lift
- (ix) HVAC

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

- (i) Tires punctures.
- (ii) Accidents.
- (iii) Vehicle Operator error.
- (iv) Soiled interior.
- (v) Vandalism.

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

- (i) Communication Systems.
- (ii) Surveillance Systems.
- (iii) Revenue Collection Systems.

18.25.5 Repeat Roadcalls. The Contractor is responsible to track road calls and if a vehicle experiences a road call for the same reported issue three (3) times in a forty-five (45) day period, the vehicle must be removed and held from service until a thorough investigation is completed. Prior to returning the vehicle to service, the Contractor and CapMetro must agree on the root cause of failure and associated repairs made.

18.26 Serviceable Requirements and Vehicle Change Outs

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

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

- (i) Malfunctioning MDT or CAD/AVL system.
- (ii) Inoperable two-way radio.
- (iii) Class 3 fluid leak.
- (iv) Class 2 or 3 coolant leak.

- (v) Any class of fuel leak.
- (vi) Brakes slack, inoperative, weak, slow.
- (vii) Exhaust smoke.
- (viii) Malfunctioning horn.
- (ix) Malfunctioning turn signal or brake lights.
- (x) Malfunctioning high or low beam headlights.
- (xi) HVAC not capable of attaining interior temperature to 72 degrees cooling, or 68 degrees heating.
- (xii) Malfunctioning door latches or locks.
- (xiii) Tire low air pressure (5 psi or more).
- (xiv) Tire tread under 4/32" for all tires.
- (xv) Vehicle Operator's seat unable to maintain position (height or slide).
- (xvi) Vehicle Operator's seat belt inoperative.
- (xvii) Cracked windshield glass in the Vehicle Operator's field of vision.
- (xviii) Cracked passenger window glass.
- (xix) Transmission slipping, or not shifting.
- (xx) Engine lack of power.
- (xxi) Engine no start.
- (xxii) Stop engine light.
- (xxiii) Engine shuts down.
- (xxiv) Malfunctioning Defroster.
- (xxv) Malfunctioning doors, entrance, lift, or emergency exit doors.
- (xxvi) Body Damage.
- (xxvii) Biohazard.
- (xxviii) Malfunctioning windshield wipers or washer.
- (xxix) Loose outside mirrors.
- (xxx) Malfunctioning wheelchair lift or ramp.
- (xxxi) Malfunctioning wheelchair restraints.
- (xxxii) Malfunctioning flip seats.
- (xxxiii) Exhaust, fuel fumes or smoke in vehicle.
- (xxxiv) Malfunctioning power steering system.
- (xxxv) Malfunctioning suspension system.
- (xxxvi) Graffiti of offensive nature.
- (xxxvii) Malfunctioning onboard fare collection equipment, if equipped.
- (xxxviii) Malfunctioning or damaged destination sign, if equipped.
- (xxxix) Any condition that directly or indirectly compromises safety.

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

- (i) Passenger seats and seatbelts.
- (ii) Surveillance Systems.
- (iii) Be free of any graffiti and etched window glass.

18.26.4 Change Out Requirement. When an out-of-service condition occurs, the vehicle shall be changed out and returned to the garage in an expeditious manner at the direction of CapMetro. The change-out mechanic shall depart the yard in not more than thirty (30) minutes, and the out-of-service bus shall be returned to the yard in not more than two hours.

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

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

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

18.27 Vehicle Servicing and Cleanliness

18.27.1 **Vehicle Servicing Overview.** The Contractor shall maintain a clean appearance on the exterior and the interior of the vehicle at all times that the bus is in service. The Contractor shall ensure that all revenue vehicles are serviced daily. The vehicles shall be fueled, fluid levels checked, tires inspected, and the interior cleaned. The exteriors shall be cleaned less frequently, depending upon water conservation efforts.

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

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

- (i) Engine oil - 1 quart per 100 miles.
- (ii) Coolant - 1 quart per day.

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

18.27.5 **Interior Cleaning Requirements.** Vehicle interiors shall be cleaned daily. This includes removing trash, sweeping and mopping the floor, and cleaning the windows, windshield, stanchions, grab handles, steering wheel, dashboard, door handles and the forward bulkhead. The passenger and driver seats shall be inspected and cleaned of spills and stains. Vehicles shall be disinfected as directed by CapMetro.

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

18.27.7 **Exterior Cleaning Requirements.** The vehicle exteriors shall be washed a minimum of three times per week, after precipitation, after other events which cause the vehicle(s) to look dirty, or as directed by CapMetro. Vehicle rims shall be hand scrubbed when the exterior of the vehicle is washed, or when maintenance activity has soiled the rims.

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

18.27.9 **Reserved.**

18.27.10 **Reserved.**

18.27.11 **Cleanliness Inspections.** The Contractor shall conduct routine inspections to ensure that the vehicles are clean.

18.27.12 **CapMetro Supplied Fuel.** CapMetro shall provide onsite fueling capability for the fleet. CapMetro shall provide a fuel supplier and pay for fuel delivered for revenue and non-revenue vehicles. CapMetro shall not provide fuel for non-revenue vehicles designated for private use by staff. The Contractor is responsible for fuel monitoring, ordering, receiving, dispensing, documenting and reconciling.

18.27.13 **Non-Fuel Fluids.** CapMetro will provide all non-fuel fluids and lubricants, including any fluids necessary to support the emission reduction systems, such as diesel exhaust fluid. Only CapMetro approved fluids, coolant, oils, and lubricants are to be used.

18.28 Vehicle Operator Pre-Trip and Post-Trip Inspections

18.28.1 Pre-Trip / Post-Trip Requirement. The vehicle operator shall perform a Pre-Trip and Post-Trip Inspection each time the vehicle is used in service. The Contractor shall have a documented process that prescribes how the vehicle operators will perform and document their Pre-Trip and Post-Trip Inspections and how the issues and defects discovered will be documented.

18.28.2 Defect Repair Timeliness. The Contractors shall ensure that all vehicle operator complaints and reported vehicle defects are addressed prior to the next time the vehicle is placed into service, as directed by CapMetro.

18.28.3 Pre / Post Trip Inspection Requirements. The Pre-Trip and Post-Trip inspections shall include a thorough review of the following items to ensure safety, functionality and roadworthiness:

- (i) Directional signals and flashers.
- (ii) Brake lights and tail lights.
- (iii) Headlights.
- (iv) Windshield wipers/washers.
- (v) Interior lights.
- (vi) Exterior and interior mirrors.
- (vii) Horn.
- (viii) Service and parking brakes.
- (ix) Door operation.
- (x) Wheelchair lift / ramp.
- (xi) Fire extinguisher, fire suppression system.
- (xii) Climate control systems.
- (xiii) Tires and wheel lugs.
- (xiv) Fluid leaks.
- (xv) Communication Systems.
- (xvi) Surveillance Systems.
- (xvii) Revenue Collection Systems.
- (xviii) Destination and Interior Digital Signs.
- (xix) Body Damage including dents, scrapes, broken lenses or windows.
- (xx) Interior condition including seats.
- (xxi) Lap/shoulder belts and extensions.
- (xxii) Mobility device securement equipment and floor/wall anchors, including folding seats.
- (xxiii) Warning Triangles.

18.29 Asset Management System

18.29.1 System Usage Requirement. The Contractor shall be required to utilize CapMetro's Asset Management System to record maintenance activities. CapMetro shall provide the software, hardware, printers, cabling etc. to enable full functionality. CapMetro shall provide training to the Contractor on the use of the system. The maintenance system software is designed to be a permanent record of maintenance, to forecast and track preventive and corrective maintenance, and to assist in distributing work requests to appropriate staff. The Contractor is responsible for ensuring all maintenance employees are using the system appropriately, ensuring data integrity, and shall utilize the software on a real-time basis to the greatest extent possible.

18.29.2 Maintenance Record Requirements. A maintenance record shall be created for any maintenance activity requiring more than five (5) minutes of labor, or any material consumption. Maintenance records must contain adequate detail including the reason for the work order, (the complaint), the procedure followed to understand and diagnose the problem (the cause), and the action undertaken to remediate the problem (the cure). Work orders must capture detailed cost of labor and materials as well as a description of work performed, including any work performed by a third party, such as body repair, engine rebuilds, etc., and all work must be properly documented with Vehicle

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

18.29.3 Maintenance Record Retention. All records maintained by the Contractor during the term of the Contract shall become the property of and be furnished to CapMetro at the end of the Contract term. Any physical maintenance records, such as Preventive Maintenance Inspection forms, shall be kept for the life of the vehicle plus three years. Any records that have not met this retention schedule by the end of the Contract term shall be given to CapMetro. Copies of the Pre-Trip and Post-Trip inspection records must be kept for 120 days.

18.29.5 Maintenance Personnel Training. CapMetro will provide training and certification of maintenance personnel for all vehicles.

18.30 Non-Revenue Vehicles (NRV). The Contractor shall provide maintenance, fueling and cleaning of CapMetro's NRVs as directed by CapMetro. The fleet may vary in size. The fleet of support vehicles includes a wide variety of vehicle configurations such as, police cars, facility maintenance trucks, battery-electric staff cars, and hy-rail equipped vehicles. The NRVs are parked at three primary locations: 2910 E. 5th Street, 624 N. Pleasant Valley, and 9315 McNeil Road, and may be moved between locations as needed. The Contractor shall perform maintenance of CapMetro NRVs as directed by CapMetro. All maintenance inspections and work shall be recorded in the asset management system.

18.30.1 NRV Routine Fueling, Washing and Cleaning. The Contractor shall provide routine fueling, cleaning and washing of the NRV fleet. For NRVs parked at 2910 E. 5th Street, 624 N. Pleasant Valley, and at 9315 McNeil Rd., the Contractor shall retrieve and return the vehicles from their parking spaces. For vehicles parked at any other location, the Contractor shall provide on demand fueling when the vehicle is brought to the service island and cleaning and washing when arranged in advance and brought to the service island. All NRVs shall be fueled, washed and cleaned when any service is performed on the vehicle. CapMetro will provide all cleaning supplies and windshield washer fluid.

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

19. MAINTENANCE OVERSIGHT

19.1 CapMetro Access Rights. CapMetro shall have immediate and unrestricted access to all CapMetro and Contractor supplied vehicles and equipment, all current or archived maintenance data and records for such and shall have access to all areas of the facility during planned or unannounced visits. This includes total access to any electronic program or system used in support of the Contract.

19.2 Oversight Audits and Inspections. CapMetro conducts regular audits and inspections of vehicles, equipment, facilities, and any activities performed by the Contractor. The Contractor is required to make vehicles available for such inspections on suitable lifts or inspection pits. CapMetro reserves the right to engage a third party to assist in vehicle inspections, at the expense of CapMetro. The type of inspection or audit that CapMetro performs include, but are not limited to:

- (i) PMI and follow-up repairs
- (ii) Fuel delivery and dispensing
- (iii) Road call handling
- (iv) In-service
- (v) Ready line
- (vi) Work order quality
- (vii) Tire pressure and condition
- (viii) Existing Body Damage
- (ix) Cleanliness
- (x) Fleet condition

19.3 Removing Vehicles from Service. CapMetro shall have at its sole discretion the authority to remove from service any vehicle that poses a safety, reliability, or appearance issue. Such an action does not relieve the Contractor's obligation to provide service under the terms of the Contract. For any item that is found that causes the vehicle to be taken out of service, the vehicle is to remain out of service until the repairs are completed. The Contractor must notify

CapMetro when repairs are complete and CapMetro will require a re- inspection of the vehicle prior to allowing the vehicle back into service.

20. DATA AND REPORTING

20.1 The Contractor will establish a program of data analysis and analytics for all data collected under this Contract. The Contractor is expected to use data analytics to draw conclusions about the information contained in the data for the purpose of continuous improvement of processes and procedures.

20.1.1 CapMetro has an internal Enterprise Data Analytics Platform (EDAP), currently running on Snowflake. The Contractor will provide operations and related datasets to be integrated into EDAP for internal analysis. All data provided will remain the property of CapMetro.

20.2 Any and all records maintained by the Contractor during the term of the contract shall become the property of and be furnished to CapMetro at the end of the Contract term.

20.3 As CapMetro's requirements for data changes from time to time, the Contractor will cooperate and assist CapMetro in implementing revised data collection procedures and methods as established through new technology.

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

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

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

20.7 The Contract Manager is responsible for reporting to CapMetro on both a routine and on-demand schedule. The list of reports below is not an all-inclusive list and other reports will be requested as required.

20.8 Reporting:

20.8.1 Monthly Reporting shall be submitted by the 5th business day of the following month. Requirements shall be as follows:

- (i) Safety performance data by service type, including accidents/incidents, conformance with SMS.
- (ii) Accident Review Board (ARB) results after each ARB session.
- (iii) Human resource and labor relations monthly performance reports (without employee names as required):
 - (1) Grievance status.
 - (2) Payroll discrepancies.
 - (3) Leave of absence report.
 - (4) FMLA.
 - (5) Worker's compensation.
 - (6) Current Employee Roster.
 - (7) Number of Termed Employees (including Term Reasons).

20.8.2 On-Demand Reports shall include (but not limited to):

- (i) All vehicle collisions, including those that meet NTD reportable definition (report due in 24 hours).
- (ii) All physical incidents involving any customer or employee (report due in 24 hours).
- (iii) Any workers compensation incident (report due in 24 hours).
- (iv) Immediate phone, text or email contact required in serious circumstances.

20.8.3 Failure to meet the above reporting deadlines shall incur a \$100 per day PDC for each report submitted past the deadline.

20.9 Monthly Invoicing. The Contractor shall bill CapMetro monthly after the end of the prior month. CapMetro will provide the Contractor with an invoice template with sections detailing the billing and performance incentives and PDC's. The Contractor shall have until the close of the tenth (10th) calendar day of each month to submit the prior month's invoice and all supporting documentation to CapMetro Account Payable and CapMetro Program Manager, Bus Contracts, or their designee. Supporting documentation shall be submitted with the invoice which includes all reports from all payroll systems used by the Contractor for full validation of wages and benefits. All payroll data shall have attendance and all other status codes. A maximum of one (1) invoice per month will be accepted by CapMetro. See also **Exhibit E - Revised-5**, INVOICING.

20.9.1 The amounts detailed in the monthly invoice submission, and all pertinent attachments for reimbursements to the Contractor for the actual ~~pure~~ pass-through amounts (with no markup) which are supported by actual receipts and payroll leave records, and following approval by CapMetro.

20.9.2 Driver time and payroll shall be accurately recorded in Trapeze's daily workforce management program and the Trapeze information must match employee payroll and correctly track attendance data. Contractor, in coordination with CapMetro, shall ensure that Trapeze payroll related programming stays up to date with applicable collective bargaining agreements.

21. PUBLIC INFORMATION REQUESTS

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

21.2 The Contractor shall be required to provide such information, including but not limited to, video recording and other media and information to CapMetro in accordance with the Texas Public Information Act (the "Act"), Texas Government Code, Chapter 552, by the required deadline.

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

22. CUSTOMER SERVICE AND COMPLAINTS

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

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

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

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

22.5 The Contractor will be provided read-only access to CRM software (currently Salesforce)

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

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

23. DRUG AND ALCOHOL PROGRAM

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Texas or CapMetro, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and review the testing process.

23.1 The Contractor Drug and Alcohol policy shall include zero tolerance for positive results. Employees with a confirmed positive drug or alcohol test shall not be used to perform work under this Contract. The Contractor agrees to certify annually its compliance with Part 655 before March 1st of every calendar year and to submit the Management Information System (MIS) reports before March 1st of every calendar year to CapMetro.

23.2 To certify compliance, the Contractor shall sign a Substance Abuse Certification by October 1st of each year to certify compliance with Federal Transit Administration requirements governing substance abuse.

23.3 The Contractor agrees to submit for review and approval before commencement of work a copy of its Policy Statement and Drug and Alcohol Plan developed to implement its drug and alcohol testing program.

23.4 The Contractor agrees to consult with CapMetro at the initiation of the Contract and in the event of a service agent change related to the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.

23.5 The Contractor is responsible for the costs of establishing and maintaining (including costs of defending related claims and actions) the required drug and alcohol prevention program under this Contract. Such costs shall be included as part of this Contract.

23.6 CapMetro Contract Oversight staff and Drug and Alcohol Program Manager may audit any aspect of the Contractor's Drug and Alcohol Program and any employee records at any time.

24. EMERGENCIES AND SERVICE DISRUPTIONS

24.1 The Contractor shall follow CapMetro procedures to respond to emergencies and routine problems that occur. Procedures include, but are not limited to:

- (i) Passenger injuries.
- (ii) Disturbances.
- (iii) Illness.
- (iv) Vehicle emergencies and equipment failures.
- (v) Fluid spills and leaks.
- (vi) On site and bus / vehicle fires.
- (vii) Inclement weather.
- (viii) Accidents.
- (ix) Detours.
- (x) Employee Injuries.

24.2 The Contractor must participate in periodic emergency readiness training and drills, at the direction of CapMetro.

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

25. LABOR RELATIONS

25.1 Nothing in this Scope of Services shall be construed as requiring the Contractor to assume or otherwise be bound by the terms and conditions of any collective bargaining agreement or other labor contract of CapMetro's prior contractor (the incumbent contractor). Although not required by Federal labor law or Section 13(c) (49 U.S.C. §5333(b)), the

Contractor has voluntarily agreed and committed to honor the collective bargaining agreement negotiated and agreed to by the incumbent contractor and Amalgamated Transit Union Local 1091, as reflected in the Contractor's letter to CapMetro dated September 14, 2023, which is included as Exhibit I to the Contractual Terms and Conditions between CapMetro and the Contractor. As a result, CapMetro and the Contractor recognize that some of the provisions in this section 25 regarding initial terms and conditions of employment and negotiating an initial collective bargaining agreement may not be applicable in part. The Contractor shall collaboratively work with Amalgamated Transit Union Local 1091 and CapMetro to facilitate a good working relationship to positively impact employees and fixed route services. The Contractor shall identify the processes, procedures and personnel who are critical to the success of this operation. The Contractor shall explain its understanding of, and approach to, team building, employee motivation and discipline, labor negotiations and grievance resolution. The Contractor shall explain the process that will be used to assure compliance with federal, state and local wage and labor regulations including Section 5333(b) of title 49 (otherwise known as section 13(c) labor protection) and the Fair Labor Standards Act. The Contractor shall identify the primary labor negotiator for the team. The Contractor shall present evidence of any work stoppage experienced by the company in other operations.

25.2 The Contractor shall recognize any union selected by the employees or otherwise recognized in accordance with applicable law as the authorized representative, for purposes of collective bargaining. The Contractor shall commence collective bargaining negotiations as promptly as possible and shall negotiate in good faith with the goal of reaching a collective bargaining agreement with the union as soon as possible. See Attachment: Incumbent Contractor's Current Collective Bargaining Agreement. Any such collective bargaining agreement shall include provisions addressing health benefits, retirement, grievance procedures, recognition of seniority, and related matters that are normally the subject of collective bargaining between management and labor in the private sector transportation industry. The Contractor shall establish initial terms and conditions of employment as a condition to hiring in accordance with the following requirements:

25.2.1 Seniority Rights. The Contractor shall recognize the seniority rights of represented employees in accordance with the existing seniority roster at the incumbent contractor. Seniority shall apply to those matters normally subject to seniority status under collective bargaining agreements in the transit industry, including layoffs, re-hiring/return from furlough, bidding on shifts and selection of vacation.

25.2.2 Health and Welfare. The Contractor shall offer health, disability, dental, life and accidental death insurance for its employees that is substantially equivalent, in terms of type and scope of coverage, to the insurance coverage offered by the prior employer. The Contractor shall bargain collectively with the union regarding contributions to premiums, co-payments, deductibles and other economic matters relating to such insurance.

25.2.3 Retirement. The Contractor shall provide a retirement plan for its employees. The Contractor shall bargain collectively with the union regarding the terms and conditions of such retirement plan, including the levels or amounts of employee and employer contributions to the plan.

25.2.4 Wages. The Contractor shall pay each employee an amount that is not less than the current applicable hourly wage.

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

25.2.6 Discipline. The Contractors shall establish a procedure for handling employee discharge and other discipline that allows for discharge or discipline if work is not satisfactory or for other just cause basis and that provides advance written notice to the employee, an opportunity for response before a proposed disciplinary action becomes final, and a process for appeal to a neutral party. Documented incidents of failing to meet Contractor's established disciplinary timelines will result in a PDC of one hundred dollars (\$100) per incident.

25.2.7 Accrued Leave. The Contractor shall ensure that individual employee balances of accrued sick, vacation, and other Paid Time Off (Seniority Day, Birthday, Floating Holiday) leave with the incumbent contractor are established at the levels which are in existence on the date of the employee's separation of employment with the incumbent contractor. This will include any vacation earned that has not been taken. The Contractor shall honor the vacation mark ups of the prior employer.

25.2.8 The terms and conditions specified above shall remain in effect as initial terms and conditions of employment until a collective bargaining agreement is reached with the union. The collective bargaining agreement between the Contractor and the union must contain (at a minimum) the terms, conditions and subjects specified above unless the Contractor and the union expressly agree to alternative terms.

25.3 The Contractor shall negotiate in good faith as to the duration of a collective bargaining agreement or other labor contract with the labor organization representing its workforce. Any collective bargaining agreement that has a term or duration that extends beyond the then current term of this Contract shall not impose any obligations on, apply to, or otherwise affect CapMetro or any subsequent contractor.

25.4 The Contractor shall provide CapMetro, throughout the Contract term, with copies of all collective bargaining agreements, side letters, and amendments entered into with any union representing the Contractor's employees.

25.5 The Contractor shall propose a comprehensive Labor Relations approach. The Labor Relations Plan should detail the Contractor's approach to labor relations, including efforts expected to avoid a work stoppage. Additionally, the Contractor's Plan ~~shall certify~~ shall specify its approach for continuing to provide service in the event of a work stoppage.

25.6 CapMetro will ~~maintain~~ be responsible for the accrued liability for accrued time off for all employees, including accrued vacation, sick time, other Paid Time Off (Seniority Day, Birthday, Floating Holiday) under the terms of any collective bargaining agreement between the Contractor and the union representing its employees or under the terms of any employment contract or agreement.

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

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

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

25.6.4 The Contractor shall not have any liability for accrued leave at the end of the contract term.

25.7 The Contractor shall recognize existing seniority of employees in the hiring process. The Contractor shall provide a priority of employment to all bargaining unit employees of CapMetro's incumbent contractor who are represented by the union and are employed by the incumbent on the day prior to the commencement of services under this Contract and are in good standing. The Contractor shall also offer a priority of employment to non-represented employees of the incumbent contractor. The Contractor shall not be required to offer employment to any person who:

- (i) Fails to successfully complete drug and alcohol testing.
- (ii) Fails to successfully complete a physical examination for the specific position involved.
- (iii) Fails the background or MVR checks conducted per **Exhibit E - Revised-5** Contractual Terms & Conditions.

The Contractor shall keep records of the hiring process conducted, employee interviews, hiring decisions made, and background checks and testing results, and share such records with CapMetro on request.

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

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

25.10 CapMetro considers having an employee local rule book essential. An employee handbook can be the vehicle to help employers effectively disseminate the required information and fulfill these requirements in accordance with the collective bargaining agreement. Contractor is required to accomplish this task within 90 calendar days after Contract Notice to Proceed.

26. ANNUAL BUS ROADEO

Operators and maintenance teams from all CapMetro's bus and paratransit Contractors are eligible to participate. Staff from Contractor, CapMetro and other bus Contractors shall be expected to serve as judges. The Contractor is encouraged to develop plans to solicit sponsorships from vendors and/or other services providers. Local Rodeo winners (top scoring operator and maintenance team) will be sent to the Texas State Rodeo and the APTA International Bus Rodeo.

CapMetro will reimburse the winners' employer for actual travel expenses associated with this trip, provided such travel occurred within CapMetro's travel guidelines. CapMetro's reimbursement will include guest registration for the spouse or partner of each Rodeo Team member.

27. MARKETING AND PUBLIC RELATIONS

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

27.2 The Contractor shall distribute CapMetro passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by CapMetro from time to time. This includes distribution of pocket schedules on each vehicle. The Contractor will actively support CapMetro and its efforts to communicate to its staff through digital, print, and verbal communications.

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

28. FAILURE TO COMPLY

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

29. CAPMETRO POLICIES

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

30. INNOVATIVE BENEFIT PROGRAMS

30.1 CapMetro and current Contractor employees participate in ~~two~~ **three** innovative benefit programs, the Wellness program and the **Bright Horizons** Child Care Centers, and the **Dependent Care Stipend Program**. **Any cost associated with these two programs will be a pass-through cost for employees from the Contractor to CapMetro.**

30.2 Child Care. CapMetro operates a childcare center serving the needs of families with children from infant through pre-Kindergarten (age 5). CapMetro extends priority access to the Contractor employees to gain a higher priority on the waiting list for enrollment. CapMetro has established a reduced tuition rate schedule for CapMetro employees. Should the Contractor wish to extend these reduced tuition rates to their employees as an additional benefit, CapMetro will facilitate such rate discounts as a credit to the amounts owed on the Contractors monthly invoice. Federal and or State tax credits may be available to companies contributing to center-based childcare for their employees.

30.2a Child Care Center. CapMetro leased out the Child Care and Learning Center to Bright Horizons. As part of the lease agreement, Bright Horizons will extend priority access to CapMetro and CapMetro Contractors as space allows for the facility at 624 Pleasant Valley Drive and two other facilities to be determined serving the needs of families with children from infant through pre-Kindergarten (age 5).

30.2b Dependent Care Stipend Program. CapMetro is committed to supporting employee dependent care and as part of that commitment, CapMetro has communicated to all CapMetro and Contractor employees that a stipend or compensation program will be offered to Contractor employees that meet certain eligibility criteria. The Contractor shall offer a benefit similar or equal to the CapMetro benefit but options for managing the plan shall be the best option for the Contractor. The Contractor shall offer a Dependent Care Stipend Program (DCSP) option that distributes a monthly stipend as an employer contribution to Contractor employee's Dependent Care Flexible Spending Account that is nontaxable and administered by the Dependent Care Flexible Spending Account provider, a Lifestyle Spending Account option administered by a third-party provider that is similar to a DCSP with taxable employer contribution for dependent care expenses, or an inhouse program that provides the same benefit but requires the verification that expenses meet the eligibility criteria. The Contractor is responsible for ensuring that only eligible employees are enrolled in their Dependent Care Stipend Program and that only eligible dependent care expenses are reimbursed to the employee. All unreimbursed expenses will be returned to CapMetro at the conclusion of the plan year and any associated grace periods. Contractor is required to provide reports on utilization to CapMetro as requested.

30.3 Wellness Program. The Wellness and Fitness Center division's mission is to partner with our employees and contractors to improve and maintain healthy long-term lifestyle habits and to create a healthier and safer workforce that fulfills Capital Metro's mission. The department's primary responsibilities are to develop innovative health programs, create opportunities to change behaviors and develop healthy habits, reduce costs and improve morale, coordinate wellness initiatives and manage CapMetro's fitness centers. The Wellness department operates three fitness centers at major operational facilities and provides resources and counseling to those that desire to improve their wellbeing. We are guided by the Seven Dimensions of Wellbeing to address the whole person and all facets of wellbeing. Our nationally recognized program has many successes although we are driven by the individual success achieved by our participants.

31. MOBILIZATION AND START UP SCHEDULE

31.1 The Contractor shall provide an implementation/mobilization schedule submitted with its Proposal. This schedule shall include all the key elements and resources necessary to guarantee uninterrupted services on the date established for contracted services to begin (the Mobilization period would be from Notice to Proceed, anticipated to be within October 2023, through December 31, 2023, and the contracted services to begin January 1, 2024. The Contractor shall provide passengers with a seamless transition that aims to provide those passengers with high-quality and uninterrupted service throughout this process.

31.1.1 The Contractor mobilization plan shall detail the communication with incumbent employees and timelines for application, interview, training, etc. Should employees being transferred be required to undergo training, the Contractor shall work with the existing Contractor as to agreeable dates/times employees will be allowed to attend training session(s).

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

31.3 The Contractor shall have adequate staff onsite before the startup of the Contract. The Contractor shall also maintain adequate staffing levels up through the transition.

31.4 Plan Submission. The Contractor shall be required to submit for CapMetro review and approval the following plans within the deadlines stated:

- (i) Mobilization Plan – 10 days after Notice to Proceed
- (ii) Staffing Plan – within 30 days of contract commencement
- (iii) Labor Relations Plan – within 30 days of contract commencement
- (iv) Performance Monitoring Plan – prior to commencement of the contract

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

31.6 The Contractor recognizes that the Services under this Contract are vital to CapMetro and shall be continued without interruption and that upon Contract expiration, another entity, either CapMetro or another Contractor, will continue them. The Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition.

32. IMPROVEMENTS TO REQUESTED SERVICES

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

32.1.1 Service or Technology Innovations: The Contractor will be required to support CapMetro in deploying future transit innovations, such as, but not limited to, electric buses, fully or partially automated vehicles, on-demand/flexible service delivery models, mobility as a service technology, innovative fare collection or other public transit innovations which may arise. Should CapMetro decide to launch such a project, CapMetro will work collaboratively with the Contractor to develop the scope for such services. The price for such service will be negotiated at the time, using the pricing details provided in **Exhibit A-1 - Revised-3** as the basis of calculating the incremental cost increase for such pilot service. Contractors shall describe in their proposal their approach and capability for supporting such efforts. See Exhibit C – Revised-1 Solicitation Instructions and Conditions.