

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY ("CapMetro")
AUSTIN, TEXAS

CONTRACT MODIFICATION

1. CONTRACT NO: 500107 Rideshare Contracted Services	2. CONTRACT MODIFICATION NO.: 1	3. EFFECTIVE DATE OF C.M. See Block 9	4. CONTRACTOR NAME: EAN Holdings, 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: **NO CHANGE**

7. TERM OR PERIOD OF PERFORMANCE: **NO CHANGE**

8. CONTRACTOR'S EXECUTION:

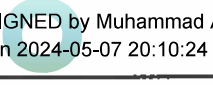
Name & Title: Thomas Ciccamo
(print or type)

Signature: 

Date Executed: 5/7/24

9. CAPMETRO'S EXECUTION:

Name & Title: Muhammad Abdullah, Chief Contracting Officer
(print or type)

Signature: 

E-SIGNED by Muhammad Abdullah
on 2024-05-07 20:10:24 GMT

Date Executed: May 07, 2024

10. DESCRIPTION OF CONTRACT MODIFICATION:

1. This contract modification is in accordance with Exhibit E—Revised-1, Contractual Terms and Conditions, Section 20, Changes.

2. Refer to Exhibit F—Revised-2, SCOPE OF SERVICES. Exhibit F—Revised-2 is hereby replaced in its entirety with Exhibit F-Revised-3, SCOPE OF SERVICES, attached hereto and incorporated herein for all pertinent purposes. This modification administratively changes the language in Section 15, Guaranteed Ride Home Program, and Section 16, Deliverables. Changes to both sections in the attached Exhibit F—Revised-3 are shown in highlighted text.

The amount stated above is the final contract modification amount agreed to by both parties. Upon receipt of payments totaling this amount, the Contractor, for itself, its successors and assigns will release, acquit and forever discharge Capital Metropolitan Transportation Authority (CapMetro) 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 order stated above. This modification may be executed in multiple originals, and an executed facsimile or email copy shall have the same force and effect as the original document.

[END OF MODIFICATION 1]

EXHIBIT F-REVISED-3
SCOPE OF SERVICES
RIDESHARE CONTRACTED SERVICES

1. BACKGROUND

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

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

The CapMetro Vanpool program provides groups of four (4) to twelve (12) people with a month-to-month vanpool ~~lease~~ **rental** agreement including vehicles (7, 8 and 12-seats), insurance, maintenance, 24-hour roadside assistance and optional fuel purchasing program. Participants share the cost of the monthly ~~lease-rental~~, fuel, tolls, and any other commute-related expenses. The monthly cost depends on the vehicle type chosen by the group, commute distance and the number of paying riders.

CapMetro will provide a monthly subsidy of ½ (half) of the cost of the vehicle-~~lease-rental~~ to groups operate within the CapMetro service area. Groups must originate or end within the CapMetro service area. The subsidy is used to offset the monthly ~~lease-rental~~ cost of the vehicle. There are approximately ~~149~~ **160 vanpools** vehicles operating in the program. The future growth of the program is anticipated to be 42 additional vanpools per year, but may vary depending on, among other considerations, public demand, and acceptance.

The program's goal is to reduce the use of single occupant vehicles during peak travel times to reduce congestion and improve air quality.

2. PURPOSE

The purpose of this request for proposal is to solicit qualified, professional services to provide turn-key administration, operation and marketing of the CapMetro Vanpool program, Austin's regional vanpool program.

3. TRANSITION

If a firm different from the current Contractor is awarded this contract, the successful firm will be required to work amicably and cooperatively with the current Contractor to mobilize the operation of the CapMetro Vanpool program. The transition should be as seamless as possible to the customer and should not be inconvenienced in the transition process.

Upon execution of the contract, Contractor will be required to conduct transition outreach meetings with the current vanpool member with presentations and/or events in conjunction with CapMetro. The meetings shall begin November 1, 2023, and end December 31, 2023. Contractor must also be ready to place participants in comparable new vehicles beginning January 1, 2024, and ending January 31, 2024. The contractor will also address any concerns or questions participants may have during the transition period.

Transition Plan - Contractor shall provide Capital Metro with a transition plan that describes in detail the mobilization of vanpool groups from the current vendor to the selected Contractor.

4. SCOPE OF SERVICES

The contractor will work to maintain the existing vanpool groups, identify prospective vanpool riders, work with employers to facilitate the formation of new vanpool groups and develop a clear vanpool service delivery plan.

5. MANAGEMENT SERVICES

(a) *Project Management* – Contractor shall provide personnel and any technology and/or equipment necessary to assure that the highest quality of service is provided. Contractor shall have the capability to provide the services required, meet all deadlines, and submit reports for CapMetro to utilize this information in further development of the CapMetro Vanpool program.

(b) *Key Personnel* - Contractor shall maintain, at a minimum, a full-time Project Manager and Account Executive, whose time is 100 percent dedicated to providing service for the CapMetro Vanpool program. CapMetro must approve key personnel. Contractor may not use key personnel provided for this contract outside of the CapMetro service area without prior approval of CapMetro.

(c) *Personnel* - Contractor shall submit with their proposal a staffing plan detailing how they will provide service under this contract. This plan shall include, at a minimum, the professional credentials and expertise, and functions to be performed by personnel assigned to this project. Personnel includes all key personnel, partners, managers, seniors, and other professional staff that will provide services and/or perform work with this project.

(d) *Performance* – Contractor shall work cooperatively and coordinate closely with CapMetro in matters assuring service quality, providing operational data, responding to comments from passengers and the public and responding to specific requests, as the need arises. Responses to any written requests from CapMetro for additional information will require answers or the requested information from the Contractor within three (3) business days.

(e) *Attendance at Meetings* – Contractor shall be expected to attend regular staff and performance meetings at CapMetro's request.

(f) *Reporting* - Contractor shall be responsible for the timely, complete, and accurate delivery of any requested reports and/or forms. All data collected and/or reports generated must be prepared legibly and typed or developed utilizing an MS Word or MS Excel format and will be submitted electronically, unless otherwise specified or agreed to in writing by CapMetro. Reports and/or forms shall be provided at no additional expense to CapMetro.

(g) *Records* – **The reports and/or forms identified in sections 12 and 16 of this exhibit shall become the property of CapMetro and be furnished at the end of the contract term if not already in CapMetro's possession. All reports and/or forms maintained by the Contractor during the term of the contract shall become the property of CapMetro and be furnished at the end of the contract term. See section 12 and 16 of this document. Notwithstanding the requirements and responsibilities of each party under the Contract, and to the extent allowed by law, the Authority and Contractor have access to all reports and/or forms.**

6. VEHICLES

(a) *Vehicles* - Contractor shall provide a range of vehicles configured to seat seven (7) to twelve (12) passengers. **Initial quantity is 175, not including spares.** Vehicles shall be in the manufacturer's standard color, CapMetro is willing to negotiate the vehicle color. Vehicle will be no more than four (4) years old and/or have not exceeded 100,000 miles. Vehicles shall comply with all local, state, and federal laws and regulations. Contractor shall manage the vehicle fleet from procurement, to delivery, to operations and retirement of vehicles. Contractor shall ensure that a sufficient supply of vehicles is available to meet the ongoing needs of the program.

(b) *Accessible Vehicles* - Contractor shall provide, as needed, accessible vans that are compliant with the Americans with Disabilities Act (ADA) regulations to accommodate the request made by persons qualified under ADA. Any vehicle modifications shall conform to ADA regulations. Accessible vehicles, including lift-equipped, shall have the

appropriate seating capacity for the vanpool and be made available within 30 days of receiving fully completed and approved paperwork from the vanpool Coordinator and/or Primary Driver.

(c) *Back-up Vehicles* - Contractor shall maintain a supply of back-up vehicles available for use by vanpool groups if their vehicles break down or required repairs make their regular vehicle unavailable for commute service. A 10% back-up ratio is desirable.

(d) *Branding of Vehicles* – Contractor shall decal all vehicles to be used in the program with the CapMetro Vanpool branding, per specifications provided and approved by CapMetro before the vehicle is placed in service. Contractor shall pay all costs associated with decaling, including but not limited to, removal of old decals, printing, and installation of decals. Contractor will also pay for decal replacement when necessary. No other graphics may be applied to vehicles used in the program vehicle without written consent from CapMetro.

7. ALTERNATIVE TRANSPORTATION PROPOSED SERVICES

Contractor may choose to provide alternative transportation services. CapMetro encourages the introduction of alternative vehicle options and innovative technologies to maximize efficiencies and the potential for commuters to participate in a vanpooling arrangement. Alternative vehicle options may include hybrid and/or zero-emission vehicles. Innovative technologies may include on-demand applications to help fill empty vanpool seats.

8. FLEET ADMINISTRATION

(a) *Maintenance* – Contractor shall provide a maintenance program to eliminate interruption of the vanpool group's commute service. Contractor shall submit with their proposal a detailed description of the maintenance plan to be used in the program. This plan shall include, at a minimum, a plan to provide scheduled preventative maintenance and unscheduled repairs. All maintenance and repair activity will be documented and submitted to CapMetro, upon request.

(b) *Accident and Subrogation Management Services* - Contractor shall manage all accidents and subrogation services for the vanpool groups. Contractor shall submit with their proposal a detailed description of the accident and subrogation plan to be used in the program. This plan shall include, at a minimum, a comprehensive methodology to investigate accidents, provide emergency assistance and report accidents. All accident/incident reports will be documented and submitted to CapMetro, upon request.

(c) *Safety Training* – Contractor shall provide a safety training program that assures the safety of commuters, employees, and assets. Contractor shall submit with their proposal a detailed description of the program's safety training plan. This plan shall include, at a minimum, safety training to all program drivers every two (2) years and periodic refresher training after an accident/incident is reported, or upon receipt of a driving complaint. All training will be documented and submitted to CapMetro, upon request.

(d) *Licensing and Title* – Contractor shall inspect, license, and register all vehicles to be used in the program, in accordance with applicable State of Texas and local laws.

(e) *Vehicle cleanliness* – Vehicle should be kept clean and represent the CapMetro brand.

9. VANPOOL DRIVERS AND GROUPS

(a) *Drivers* - Contractor shall establish criteria for the selection of primary and alternate drivers and for processing driver applications and agreements. Contractor shall provide with their proposal a detailed description of how driver screening will be handled and provide current copies of the driver selection criteria, driver application and agreement.

(b) *Orientation Training* – Contractor shall provide an orientation training program to familiarize primary and alternate drivers with program guidelines, including but not limited to, driver responsibilities, maintenance requirements, safety training, accident and emergency procedures, fare collection and record keeping. This shall be accomplished through an initial orientation training before the vanpool begins operating.

(c) *Conflict Resolution* – Contractor will make every effort to resolve vanpool group complaints and group conflict as quickly as possible. In most cases, Contractor will take a facilitating role in resolving group conflict. Contractor will take a director role in investigating and resolving complaints when passenger safety is an issue.

(d) *Complaints* - Contractor shall be responsible for monitoring and acting on reports and observations of unsafe, poor or driver behavior, and customer complaints. All complaints and final resolutions will be documented and submitted to CapMetro, upon request.

10. MARKETING AND OUTREACH

(a) *Marketing and Outreach* – Contractor shall engage in marketing and outreach activities designed to support public awareness, promote, and expand the program to commuters, employers, and other organizations. Contractor shall submit with their proposal a detailed description of the marketing and outreach plan to be used in the program. Contractor should demonstrate innovative strategies and/or technologies to promote and expand vanpooling in the region.

(b) *Coordination* - Contractor will coordinate marketing and outreach efforts in conjunction with CapMetro and with the outreach staff of CapMetro's commuter programs and transportation partners to achieve program goals.

(c) *Identification* - Contractor shall use the CapMetro Vanpool brand to identify themselves in its email signatures, business cards and any other correspondence or communication to the public regarding services provided under this contract. No other brand name shall be used in connection with the CapMetro Vanpool program, unless approved in writing by CapMetro.

(d) *Collateral Materials* – Contractor shall work with CapMetro on the development of collateral materials to be used in the program. CapMetro retains final approval over branding, use of CapMetro logos, graphics, and messaging. All collateral materials developed and/or paid for by CapMetro are owned by CapMetro and may not be used in any other program without the written permission from CapMetro.

11. ADMINISTRATION

(a) *Customer Service* – Contractor shall serve as the primary point of contact for all customer service needs and provide services in a safe, courteous, and professional way. Contractor shall manage the CapMetro Vanpool telephone number 512-477-RIDE (7433). Local Contractor customer service coverage is expected, at a minimum, between 8 a.m. and 5 p.m. Central Standard Time, Monday through Friday.

(b) *Database* – Contractor must be able to maintain a current database of all vehicles, drivers and passengers including but not limited to vehicle identification number, vanpool identification number, vanpools in operation, drivers, and passengers, contact information for all drivers and passengers, origin and destination location for each vanpool, number of riders for each vanpool, number of empty seats for each vanpool, number of commute days per month and daily roundtrip miles. Contractor shall submit with their proposal a detailed description of how tracking of the vehicles, drivers and passengers will be handled. Contractor shall provide a current database to CapMetro monthly. The database is due on or before the 11th of the following month.

(c) *Ride-matching* – Contractor shall provide ride matching and coordination services to fill seats in existing vanpools or help commuters start new vanpools. Vanpools are a public transportation service and any person wishing to join the vanpool must be accepted, provided they fully cover their portion of the cost, and their work schedule and route are compatible. Contractor shall submit with their proposal a detailed description of how ride matching will be provided for potential program participants. Contractor should demonstrate innovative strategies and/or technologies to fill empty seats and expand vanpooling in the region.

(d) *Summary and Performance Report* - Contractor shall provide a monthly summary and performance report detailing all vanpool starts, vanpool terminations, vehicle switches, and driver switches detailing the prior month's activity. The report should also provide a summary that shows the total number of vehicles in service, the total number of back-up vehicles, the total number of vehicles in the fleet, total number of active riders, total seating capacity of the active fleet, and capacity utilization as a percent of total seating capacity. Finally, the report must summarize all

marketing and outreach activities for the month. The monthly report is due on or before the 11th of the following month. See attachment for suggested template.

(e) *Surveys* – Contractor shall conduct a semi-annual survey to gauge the satisfaction of program participants. Surveys shall be conducted in October and April of each contract year. Contractor shall submit with their proposal a detailed description of how customer satisfaction surveys will be conducted and measured. A final survey report will be provided to CapMetro, upon request.

12. NATIONAL TRANSIT DATABASE (NTD) REPORTING

(a) *Data Collection* – Contractor shall collect data, keep records, and provide reports sufficient to enable CapMetro to meet its Federal Transportation Administration (FTA) National Transit Database (NTD) requirements. Contractor is responsible for obtaining all pertinent FTA NTD regulations and procedures to ensure that all required information is collected and reported in a timely fashion to CapMetro. Contractor shall submit with their proposal a detailed description of the data collection plan, quality control and quality assurance procedures to ensure compliance.

(b) *National Transit Database (NTD) Reporting* – Contractor shall provide a monthly report detailing the prior month and year-to-date data collected for the NTD report. The monthly report is due on or before the 11th of the following month. Contractor must also have the NTD reports audited by an experienced third party, at the Contractor's expense, and submitted to CapMetro. Final Audited Report is due on or before November 30th for the prior fiscal year (ending September 30th).

13. VANPOOL FARES AND SUBSIDIES

(a) *Billing and Payment Collection* - Contractor shall be responsible for entering into an agreement with each vanpool group, be responsible for billing and collecting fare payments from participants in a timely fashion. Contractor shall also provide different avenues of payment available to participants including drop off/mail payments locations, electronic payment media, and other means of fare payment. The contractor shall submit with their proposal a detailed description of how fare billing and payment collection will be handled. Fares are subject to change and Contractor will be responsible for enforcing any fare changes. Fares changes shall be effective January 1st of each contract year.

(b) *Subsidies* – Contractor shall be responsible for administering the CapMetro Vanpool subsidy which consists of a monthly subsidy allowance determined by CapMetro. The subsidy will be deducted from the vanpool group's monthly fare and be prorated on thirty (30) day month. CapMetro shall have no financial responsibility for fares not covered by the subsidy. Currently, the monthly vanpool subsidy is: \$500 for In-Service-Area groups or \$450 for Out-of-Service-Area groups. In-Service-Area (ISA) groups operate wholly within the CapMetro service area, while Out-of-Service Area (OSA) groups have either an origin or destination inside the CapMetro service area.

(c) *Contract Invoicing* – Contractor shall remit to CapMetro a complete and accurate invoice for allowable costs incurred during the invoice period monthly. Invoices shall include all costs related to the administration of the program, subsidies, Guaranteed Ride Home expenses and/or other costs as approved in writing by CapMetro. The monthly contract invoice is due on or before the 11th of the following month.

14. FUEL MANAGEMENT SERVICES

(a) *Fuel Card* - Contractor may choose to provide a fuel management program and a fuel card for vanpool participants. Fuel provider shall a minimum of 50 fueling stations at geographically convenient sites throughout the vanpool service area. Participants will be responsible for fuel payment.

15. GUARANTEED RIDE HOME PROGRAM

(a) *Guaranteed Ride Home Program* – Contractor shall manage the Guaranteed Ride Home Program (GRH). Contractor shall provide registered participants with a ride from the workplace to home in case of an emergency or unexpected circumstance, up to four (4) times per calendar year. Participants must pay a \$5.00 annual registration fee to Contractor and must be registered prior to the GRH ride. Contractor shall charge CapMetro a flat fee for each

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GRH eligible trip provided. Maximum reimbursement per calendar year trip is \$194.00. CapMetro will pay a maximum of one (1) trip per quarter for all registered participants. GRH will only be reimbursed in the following situations:

- (i) Rider gets sick at work or is injured at work
- (ii) Rider's family members get sick or is injured
- (iii) Rider has a personal crisis at home
- (iv) Unexpected overtime
- (v) Normal vanpool arrangement fails to operate on the trip home
- (vi) Unexpected business appointment.

16. DELIVERABLES

- (a) *Monthly Database with Summary and Performance Report* – To be provided on or before the 11th of the following month.
- (b) *Monthly National Transit Database (NTD) Report* – To be provided on or before the 11th of the following month.
Annual NTD Report Due
- (c) *Monthly Contract Invoicing* – To be provided on or before the 15th of the following month.
- (d) *Semi-Annual Survey and Final Reports* – To be conducted October and April of each contract year, and final report due upon request.
- (e) *Annual Audited National Transit Database Report* – To be provided on or before November 30th of each contract year for the previous year (October 1 – September 30). That includes the independent auditor's statement for Federal funding allocation data (IAS-FFA).
- (f) *Biennial Safety Training Reports* – To be conducted on Base Year 2 and Option Year 2 and report due on or before April 30th.
- (g) *Maintenance and Repair Activity Report* – To be provided on or before 11th of the following month.
- (h) *Accident/Incident Reports* – To be provided on or before the 11th of the following month.
- (i) *Safety Refresher Training Report* – Training to be provided monthly to all participants. Report due on the 28th of each month.
- (j) *Ad Hoc Reports and/or Form* – To be provided upon request.

17. CAPMETRO RESPONSIBILITIES

- (a) *Project Manager* – CapMetro will provide a Project Manager who will be the primary point of the contact and will be responsible for managing all aspects of the contract including billing issues, contract issues and other issues that arise from the management of such contract. Should the Project Manager not be available the secondary point of contact is Senior Director of Contract Oversight. Contract modifications should be directed to Procurement's Contract Administrator.
- (b) *Website Support* – CapMetro will continue to provide support on the agency website regarding details of the program (www.capmetro.org)