CapMetro

CONTRACT NO. 500123

(RFP 803095)

IDENTITY ACCESS MANAGEMENT SOFTWARE

CONTRACTOR:	**World Wide Technology, LLC** **1 World Wide Way** **St. Louis, MO 63146** **512-905-2811** **Ryan.Rogers@wwt.com**
AWARD DATE:	**May 24, 2024**
CONTRACT TERM:	**One (1) Year from Notice to Proceed**
PRICE:	**Not-to-Exceed $1,560,067.84**
PROJECT MANAGER:	**Gabe Maxit** gabe.maxit@capmetro.org
CONTRACT ADMINISTRATOR:	**Raymond Lalley** **512-369-6513** raymond.lalley@capmetro.org

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

CONTRACT 500123
(RFP 803095)

IDENTITY ACCESS MANAGEMENT SOFTWARE

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CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT A - REVISED 4-3rd-FPR

PRICING SCHEDULE

RFP 803095

THE OFFEROR IS REQUIRED TO SIGN AND DATE EACH PAGE OF THIS SCHEDULE

1. IDENTIFICATION OF OFFEROR AND SIGNATURE OF AUTHORIZED AGENT

Company Name (Printed)	World Wide Technology, LLC		
Address	Gregory Brush - Vice President, Public Sector Strategy		
City, State, Zip	St. Louis, MO 63146		
Phone, Fax, Email	314-569-7000	314-569-8300	Ryan.Rogers@wwt.com
The undersigned agrees, if this offer is accepted within the period specified, to furnish any or all supplies and/or services specified in the Schedule at the prices offered therein.			
Authorized Agent Name and Title (Printed)	Gregory Brush - Vice President, Public Sector Strategy		
Signature and Date			3/19/24

2 ACKNOWLEDGEMENT OF AMENDMENTS

The offeror must acknowledge amendment(s) to this solicitation in accordance with the ACKNOWLEDGMENT OF AMENDMENTS section of Exhibit C.

3. PROMPT PAYMENT DISCOUNT

# of Days		Percentage	%

Note, payment terms are specified in Exhibit E, Contractual Terms and Conditions.

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

The Authority hereby accepts this offer.

Authorized Agent Name and Title (Printed)	Muhammad Abdullah, VP of Procurement & Chief Contracting Officer	
Signature and Date	E-SIGNED by Muhammad Abdullah on 2024-06-25 13:31:16 CDT	June 25, 2024
Accepted as to:	Exhibit A-Revised-4-3rd FPR, Pricing Schedule, Section 6, PRICING, BASE PERIOD 1 (Contract Year 1), all Items 1 through 8 for a Total Not-to-Exceed price as reflected in Item 9 of $1,560,067.84	

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

For further information regarding Exhibit A, you may:

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

OR

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

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

EXHIBIT B

REPRESENTATIONS AND CERTIFICATIONS

(LOCALLY FUNDED SUPPLY/SERVICE/CONSTRUCTION CONTRACTS)

MUST BE RETURNED WITH THE OFFER

1. TYPE OF BUSINESS

(a) The offeror operates as (mark one):

☐ An individual
☐ A partnership
☐ A sole proprietor
☐ A corporation
☒ Another entity LLC

(b) If incorporated, under the laws of the State of:

Missouri

2. PARENT COMPANY AND IDENTIFYING DATA

(a) The offeror (mark one):

☒ is
☐ is not

owned or controlled by a parent company. A parent company is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means that the parent company must own more than fifty percent (50%) of the voting rights in that company.

(b) A company may control an offeror as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(c) If not owned or controlled by a parent company, the offeror shall insert its own EIN (Employer's Identification Number) below:

(d) If the offeror is owned or controlled by a parent company, it shall enter the name, main office and EIN number of the parent company, below:

World Wide Technology Holding Co., LLC
1 World Wide Way
St. Louis, MO 63146

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) The offeror (and all joint venture members, if the offer is submitted by a joint venture) certifies that in connection with this solicitation:

(1) the prices offered have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, with any other offeror or with any other competitor;

(2) unless otherwise required by law, the prices offered have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening of bids in the case of an invitation for bids, or prior to contract award in the case of a request for proposals, directly or indirectly to any other offeror or to any competitor; and

(3) no attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _Gregory Brush_ [insert full name of person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror’s organization];

(ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

4. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(a) In accordance with the provisions of 2 C.F.R. (Code of Federal Regulations), part 180, the offeror certifies to the best of the offeror’s knowledge and belief, that it and its principals:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (a)(2) above; and

(4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.

(c) For any subcontract at any tier expected to equal or exceed $25,000:

(1) In accordance with the provisions of 2 C.F.R. part 180, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.

(3) This certification (specified in paragraphs (c)(1) and (c)(2), above) shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request.

5. COMMUNICATIONS

(a) All oral and written communications with the Authority regarding this solicitation shall be exclusively with, or on the subjects and with the persons approved by, the persons identified in this solicitation. Discussions with any other person not specified could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and thereby compromise the integrity of the Authority's procurement system. If competition cannot be resolved through normal communication channels, the Authority's protest procedures shall be used for actual or prospective competitors claiming any impropriety in connection with this solicitation.

(b) By submission of this offer, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any Authority employee or other representative of the Authority (including Board Members, Capital Metro contractors or consultants), except as described below:

Individual's Name	Date/Subject of Communication

(Attach continuation form, if necessary.)

6. CONTINGENT FEE

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

□ has
☒ has not

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

□ has
☒ has not

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

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

7. CODE OF ETHICS

(a) Statement of Purpose

The brand and reputation of Capital Metro is determined in large part by the actions or ethics of representatives of the agency. Capital Metro is committed to a strong ethical culture and to ethical behavior by all individuals serving Capital Metro as employees, members of the Board of Directors or volunteers. Individuals serving Capital Metro will conduct business with honesty and integrity. We will make decisions and take actions that are in the best interest of the people we serve and that are consistent with our mission, vision and this policy. The Code of Ethics (the “Code”) documents Capital Metro’s Standards of Ethical Conduct and policies for Ethical Business Transactions. Compliance with the Code will help protect Capital Metro’s reputation for honesty and integrity. The Code attempts to provide clear principles for Capital Metro’s expectations for behavior in conducting Capital Metro business. We have a duty to read, understand and comply with the letter and spirit of the Code and Capital Metro policies. You are encouraged to inquire if any aspect of the Code needs clarification.

(b) Applicability

The Code applies to Capital Metro employees, contractors, potential contractors, Board Members and citizen advisory committee members. Violation of the Code of Ethics may result in discipline up to and including termination or removal from the Board of Directors.

(c) Standards of Ethical Conduct

The public must have confidence in our integrity as a public agency and we will act at all times to preserve the trust of the community and protect Capital Metro’s reputation. To demonstrate our integrity and commitment to ethical conduct we will:

(1) Continuously exhibit a desire to serve the public and display a helpful, respectful manner.

(2) Exhibit and embody a culture of safety in our operations.

(3) Understand, respect and obey all applicable laws, regulations and Capital Metro policies and procedures both in letter and spirit.

(4) Exercise sound judgment to determine when to seek advice from legal counsel, the Ethics Officer or others.

(5) Treat each other with honesty, dignity and respect and will not discriminate in our actions toward others.

(6) Continuously strive for improvement in our work and be accountable for our actions.

(7) Transact Capital Metro business effectively and efficiently and act in good faith to protect the Authority’s assets from waste, abuse, theft or damage.

(8) Be good stewards of Capital Metro’s reputation and will not make any representation in public or private, orally or in writing, that states, or appears to state, an official position of Capital Metro unless authorized to do so.

(9) Report all material facts known when reporting on work projects, which if not revealed, could either conceal unlawful or improper practices or prevent informed decisions from being made.

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

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

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

(d) Roles and Responsibilities

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

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

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

(1) Anonymous Fraud Hotline – Internal Audit

(2) Anonymous Online Ethics Reporting System

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

(4) Safety Hotline

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

(e) Ethical Business Transactions

Section 1. Impartiality and Official Position

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

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

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

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

(2) No Board Member or employee shall:

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

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

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

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

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

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

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

Section 2. Employment and Representation

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

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

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

Section 3. Gifts

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

No Board Member or employee shall:

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

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

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

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

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

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

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

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

Section 4. Business Meals and Functions

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

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

Section 5. Confidential Information

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

No Board Member or employee shall:

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

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

Section 6. Financial Accountability and Record Keeping

Capital Metro's financial records and reports should be accurate, timely, and in accordance with applicable laws and accounting rules and principles. Our records must reflect all components of a transaction in an honest and forthright manner. These records reflect the results of Capital Metro's operations and our stewardship of public funds.

A Board Member or employee shall:

(1) Not falsify a document or distort the true nature of a transaction.

(2) Properly disclose risks and potential liabilities to appropriate Capital Metro staff.

(3) Cooperate with audits of financial records.

(4) Ensure that all transactions are supported by accurate documentation.

(5) Ensure that all reports made to government authorities are full, fair, accurate and timely.

(6) Ensure all accruals and estimates are based on documentation and good faith judgment.

Section 7. Conflict of Interest

Employees and Board Members are expected to deal at arms-length in any transaction on behalf of Capital Metro and avoid and disclose actual conflicts of interest under the law and the Code and any circumstance which could impart the appearance of a conflict of interest. A conflict of interest exists when a Board Member or employee is in a position in which any official act or action taken by them is, may be, or appears to be influenced by considerations of personal gain rather than the general public trust.

Conflict of Interest [Tex. Loc. Govt. Code, Ch. 171 & 176, § 2252.908]

No Board Member or employee shall participate in a matter involving a business, contract or real property transaction in which the Board Member or employee has a Substantial Interest if it is reasonably foreseeable that an action on the matter would confer a special economic benefit on the business, contract or real property that is distinguishable from its effect on the public. [Tex. Loc. Govt. Code, § 171.004]

Disclosure

A Board Member or employee must disclose a Substantial Interest in a business, contract, or real property that would confer a benefit by their vote or decision. The Board Member or employee may not participate in the consideration of the matter subject to the vote or decision. Prior to the vote or decision, a Board Member shall file an affidavit citing the nature and extent of his or her interest with the Board Vice Chair or Ethics Officer. [Tex. Loc. Govt. Code, § 171.004]

A Board Member or employee may choose not to participate in a vote or decision based on an appearance of a conflict of interest and may file an affidavit documenting their recusal.

Section 8. Disclosure of Certain Relationships [Tex. Loc. Govt. Code, Ch. 176]

Definitions

(1) A Local Government Officer is defined by Tex. Loc. Govt. Code § 176.001(4). A Local Government Officer is:

(i) A member of the Board of Directors;

(ii) The President/CEO; or

(iii) A third party agent of Capital Metro, including an employee, who exercises discretion in the planning, recommending, selecting or contracting of a vendor.

(2) A Family Member is a person related within the first degree by consanguinity or the second degree by affinity as defined by Tex. Govt. Code, Ch. 573.

(3) A Family Relationship is a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity as defined by Tex. Govt. Code, Ch. 573.

(4) A Local Government Officer must file a Conflicts Disclosure Statement (FORM CIS) if:

(i) The person or certain Family Members received at least $2,500 in taxable income (other than investment income) from a vendor or potential vendor in the last twelve (12) months through an employment or other business relationship;

(ii) The person or certain Family Members received gifts from a vendor or potential vendor with an aggregate value greater than $100 in the last 12 months; or

(iii) The vendor (or an employee of the vendor) has a Family Relationship with the Local Government Officer.

(5) A vendor doing business with Capital Metro or seeking to do business with Capital Metro is required to file a completed questionnaire (FORM CIQ) disclosing the vendor's affiliations or business relationship with any Board Member or local government officer or his or her Family Member.

Section 9. Duty to Report and Prohibition on Retaliation

Board Members and employees have a duty to promptly report any violation or possible violation of this Code of Ethics, as well as any actual or potential violation of laws, regulations, or policies and procedures to the hotline, the Capital Metro Ethics Officer or the Board Ethics Officer.

Any employee who reports a violation will be treated with dignity and respect and will not be subjected to any form of retaliation for reporting truthfully and in good faith. Any retaliation is a violation of the Code of Ethics and may also be a violation of the law, and as such, could subject both the individual offender and Capital Metro to legal liability.

Section 10. Penalties for Violation of the Code of Ethics

In addition to turning over evidence of misconduct to the proper law enforcement agency when appropriate, the following penalties may be enforced:

(1) If a Board Member does not comply with the requirements of this policy, the Board member may be subject to censure or removal from the Board in accordance with Section 451.511 of the Texas Transportation Code.

(2) If an employee does not comply with the requirements of this policy, the employee shall be subject to appropriate disciplinary action up to and including termination.

(3) Any individual or business entity contracting or attempting to contract with Capital Metro which offers, confers or agrees to confer any benefit as consideration for a Board Member's or employee's decision, opinion, recommendation, vote or other exercise of discretion as a public servant in exchange for the Board Member's or employee's having exercised his official powers or performed his official duties, or which attempts to communicate with a Board Member or Capital Metro employee regarding details of a procurement or other contract opportunity in violation of Section 5, or which participates in the violation of any provision of this Policy may have its existing Capital Metro contracts terminated and may be excluded from future business with Capital Metro for a period of time as determined appropriate by the President/CEO.

(4) Any individual who makes a false statement in a complaint or during an investigation of a complaint with regard to a matter that is a subject of this policy is in violation of this Code of Ethics and is subject to its penalties. In addition, Capital Metro may pursue any and all available legal and equitable remedies against the person making the false statement or complaint.

Section 11. Miscellaneous Provisions

(1) This Policy shall be construed liberally to effectuate its purposes and policies and to supplement such existing laws as they may relate to the conduct of Board Members and employees.

(2) Within sixty (60) days of the effective date for the adoption of this Code each Board Member and employee of Capital Metro will receive a copy of the Code and sign a statement acknowledging that they have read, understand and will comply with Capital Metro's Code of Ethics. New Board Members and employees will receive a copy of the Code and are required to sign this statement when they begin office or at the time of initial employment.

(3) Board Members and employees shall participate in regular training related to ethical conduct, this Code of Ethics and related laws and policies.

8. RESERVED

9. TEXAS ETHICS COMMISSION CERTIFICATION

In accordance with Section 2252.908, Texas Government Code, upon request of the Authority, the selected contractor may be required to electronically submit a "Certificate of Interested Parties" with the Texas Ethics Commission in the form required by the Texas Ethics Commission, and furnish the Authority with the original signed and notarized document prior to the time the Authority signs the contract. The form can be found at www.ethics.state.tx.us. Questions regarding the form should be directed to the Texas Ethics Commission.

10. TEXAS LABOR CODE CERTIFICATION (CONSTRUCTION ONLY)

Contractor certifies that Contractor will provide workers' compensation insurance coverage on every employee of the Contractor employed on the Project. Contractor shall require that each Subcontractor employed on the Project provide workers' compensation insurance coverage on every employee of the Subcontractor employed on the Project and certify coverage to Contractor as required by Section 406.96 of the Texas Labor Code, and submit the Subcontractor's certificate to the Authority prior to the time the Subcontractor performs any work on the Project.

11. CERTIFICATION REGARDING ISRAEL

As applicable and in accordance with Section 2271.002 of the Texas Government Code, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

12. CERTIFICATION REGARDING FOREIGN TERRORIST ORGANIZATIONS

Contractor certifies and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

13. VERIFICATION REGARDING FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS

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

14. BOYCOTT OF ENERGY COMPANIES PROHIBITED

Pursuant to Chapter 2274 of Texas Government Code, Contractor verifies that:

(a) it does not, and will not for the duration of the Contract, boycott energy companies, as defined in Section 2274.002 of the Texas Government Code, or

(b) the verification required by Section 2274.002 of the Texas Government Code does not apply to Contractor and this Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify the Authority.

15. CRITICAL INFRASTRUCTURE PROHIBITION

Pursuant to Chapter 2274 of Texas Government Code, Contractor certifies that, if this Contract or any contract between Contractor and Capital Metro relates to critical infrastructure, as defined in Chapter 2274 of the Texas Government Code, Contractor is not owned by or the majority of stock or other ownership interest of its firm is not held or controlled by:

(a) individuals who are citizens of China, Iran, North Korea, Russia, or a Governor-designated country; or

(b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a Governor-designated country; or

(c) headquartered in China, Iran, North Korea, Russia, or a Governor-designated country.

16. CERTIFICATION OF PRIME CONTRACTOR PARTICIPATION

(a) The Prime Contractor certifies that it shall perform no less than thirty percent (30%) of the work with his own organization. The on-site production of materials produced by other than the Prime Contractor's forces shall be considered as being subcontracted.

(b) The organization of the specifications into divisions, sections, articles, and the arrangement and titles of the project drawings shall not control the Prime Contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

(c) The offeror further certifies that no more than seventy percent (70%) of the work will be done by subcontractors.

17. REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) *Prohibition.* This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471 related to the prohibition of certain “covered telecommunications equipment and services”, which includes:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(3) Telecommunications or video surveillance services provided by such entities or using such equipment.

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) *Representation.* The Offeror represents that—

(1) It

□ will
☒ will not

provide covered telecommunications equipment or services to the Authority in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (d)(1) of this section if the Offeror responds "will" in paragraph (c)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

□ does
☒ does not

use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (d)(2) of this section if the Offeror responds "does" in paragraph (c)(2) of this section.

(d) *Disclosures.*

(1) Disclosure for the representation in paragraph (c)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (c)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a)(1) of this provision.

(2) Disclosure for the representation in paragraph (c)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (c)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (a)(2) of this provision.

18. <u>SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS</u>

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

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

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

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

(e) I understand that a false statement on this certification may be grounds for rejection of this submittal or termination of the awarded contract.

Name of Offeror:
World Wide Technology, LLC

Type/Print Name of Signatory:
Gregory Brush

Signature:

Date:
11/2/2023

EXHIBIT E-REVISED-2
3RD FPR
CONTRACTUAL TERMS AND CONDITIONS
(SERVICES CONTRACT)

1. DEFINITIONS

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

(a) "Applicable Anti-Corruption and Bribery Laws" means international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the Contractor's provision of goods and/or services to Authority, including without limitation "FCPA" or any applicable laws and regulations, including in the jurisdiction in which the Contractor operates and/or manufactures goods for the Authority, relating to anti-corruption and bribery.

(b) "Authority", "Capital Metro", "CapMetro", "CMTA" means Capital Metropolitan Transportation Authority.

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

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

(e) "Change Order" means a written order to the Contractor signed by the Contracting Officer, issued after execution of the Contract, authorizing a change in the term or scope of the Contract.

(f) "Contract" or "Contract Documents" means this written agreement between the parties comprised of all the documents listed in the Table of Contents, Change Orders and/or Contract Modifications that may be entered into by the parties.

(g) "Contract Award Date" means the date of the Contract award notice, which may take the form of a purchase order, signed Contract or Notice of Award, issued by the Authority.

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

(i) "Contract Sum" means the total compensation payable to the Contractor for performing the Services as originally contracted for or as subsequently adjusted by Contract Modification.

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

(k) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Authority. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

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

(m) “Days” means calendar days. In computing any period of time established under this Contract, the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Texas holiday, in which event the period shall run to the end of the next business day.

(n) “FAR” means the Federal Acquisition Regulations codified in 48 C.F.R. Title 48.

(o) “FCPA” means the United States Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., as amended.

(p) “Force Majeure Event” means strikes, lockouts, or other industrial disputes; explosions, epidemics, civil disturbances, acts of domestic or foreign terrorism, wars within the continental United States, riots or insurrections; embargos, natural disasters, including but not limited to landslides, earthquakes, floods or washouts; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and present or future orders of any regulatory body having proper jurisdiction.

(q) “FTA” means the Federal Transit Administration.

(r) “Fully Burdened Hourly Labor Rate” means an hourly rate that includes all salary, overhead costs, general and administrative expenses, and profit.

(s) “Intellectual Property Rights” means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, software, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights, and any derivative works thereto; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

(t) “Manufacturing Materials” mean any completed or partially completed supplies and materials, parts, dies, jigs, fixtures, plans, drawings, information, and contract rights specifically produced or specially acquired by the Contractor for the performance of the Contract.

(u) “Notice of Award” means formal notice of award of the Contract to the Contractor issued by the Contracting Officer.

(v) “Notice to Proceed” means written authorization for the Contractor to start the Services.

(w) “Project Manager” means the designated individual to act on behalf of the Authority, to monitor and certify the technical progress of the Contractor’s Services under the terms of this Contract.

(x) “Proposal” means the offer of the proposer, submitted on the prescribed form, stating prices for performing the work described in the Scope of Services.

(y) “Services” means the services to be performed by the Contractor under this Contract, and includes services performed, workmanship, and supplies furnished or utilized in the performance of the Services.

(z) “Subcontract” means the Contract between the Contractor and its Subcontractors.

(aa) “Subcontractor” means subcontractors of any tier.

(bb) “Works” means any tangible or intangible items or things that have been or will be specifically, generated, prepared, created, or developed by the Contractor (or such third parties as the Contractor may be permitted to engage) at any time following the effective date of the Contract, for the exclusive use of, and ownership by, Authority under the Contract, including but not limited to any (i) works of authorship (such as literary works, musical works, dramatic works, choreographic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings and architectural works, which includes but is not limited to manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer software, scripts, object code, source code or other programming code, HTML code, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, and (vi) all documentation and materials related to any of the foregoing.

2. FIXED PRICE CONTRACT

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

3. TERM

The term of the Contract shall be one (1) year from the Contract notice to proceed. No Services shall be performed under this Contract prior to issuance of a Notice to Proceed.

4. OPTION TO EXTEND CONTRACT TERM

The Authority shall have the unilateral right and option to extend the Contract for up to four (4) periods for a twelve (12) month duration each at the option prices set forth in Exhibit A - Pricing Schedule upon written notice to the Contractor.

5. ADDITIONAL OPTION TO EXTEND CONTRACT PERFORMANCE

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

6. PERFORMANCE BOND

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

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

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

(d) In addition, the Authority may request a surety bond increasing the dollar amount if:

(1) any surety upon any bond furnished with this Contract becomes unacceptable to the Authority; or

(2) any surety fails to furnish reports on its financial condition as required by the Authority.

(e) The Contractor shall provide a Performance Bond in an amount equal to twenty percent (20%) of the contract amount for the effective option periods during maintenance and warranty terms.

7. INVOICING AND PAYMENT

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

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

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

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

(1) the Contract and order number (if any);

(2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any);

(3) any discounts offered to the Authority under the terms of the Contract;

(4) evidence of the acceptance of the supplies or Services by the Authority; and

(5) any other information necessary to demonstrate entitlement to payment under the terms of the Contract.

(b) Subject to the withholding regarding retainage as provided herein, all undisputed invoices shall be paid within the time period allowed by law through the Texas Prompt Payment Act, Tex. Gov't Code § 2251.021(b).

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

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

8. PAYMENT MILESTONES

The following percentages of the total contract amount shall be paid for each project phase based on the Authority's acceptance of the deliverables related to the satisfactory completion of the phases related to the below ~~and~~ implementation strategy.

Project Phase	Percentage
Plan	5%
Design	~~20%~~ 10%
Develop	~~20%~~ 15%
Test	20%
Deploy/Go Live	~~30%~~ 35%
Close	~~5%~~ 15%

9. ACCEPTANCE CRITERIA

The Authority will perform a review of the Contractor's Services during each milestone. If any Services performed under this Contract are deemed incomplete or unacceptable in any way, per outlined milestone criteria in Section 7 the Authority will require the Contractor to take corrective measures at no additional cost to the Authority.

10. INSURANCE

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

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

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

CAPMETRO MINIMUM COVERAGE REQUIREMENTS

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

(i) Products and Completed Operations Liability

(ii) Independent Contractors

(iii) Personal Injury Liability extended to claims arising from employees of the Contractor and the Authority.

(iv) Contractual Liability pertaining to the liabilities assumed in the agreement.

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

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

(4) **Technology Errors & Omissions Insurance**: Combined Technology & Omissions Policy with a minimum One Million and No/100 Dollars ($1,000,000) claim limit, including:

(i) **Professional Liability Insurance** covering negligent acts, errors and omissions arising from the Contractor's work to pay damages for which the Contractor may become legally obligated (such coverage to be maintained for at least two (2) years after termination of this contract, which obligation shall expressly survive termination of this contract; and

(ii) **Privacy, Security and Media Liability Insurance** providing liability for unauthorized access or disclosure, security breaches or system attacks, as well as infringement of copyright and trademark that might result from this contract.

~~(6) **All policies shall include Terrorism Coverage.**~~

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

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

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

~~(d) Each insurance policy shall contain the following endorsements: PRIMARY AND NON-CONTIBUTORY INSURANCE and WAIVER OF TRANFER OF RIGHTS OF RECOVERY AGAINST OTHERS, which shall be evidenced on the Certificate of Insurance. The General Liability insurance shall include contractual endorsement(s) which acknowledge all indemnification requirements under the Agreement. All required endorsements shall be evidenced on the Certificate of Insurance, which shall be evidenced on the Certificate of Insurance. Proof that insurance coverage exists shall be furnished to the Authority by way of a Certificate of Insurance before any part of the Contract work is started.~~

(d) Each insurance policy shall contain the following endorsements: PRIMARY AND NON-CONTIBUTORY INSURANCE and WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS, as applicable, which shall be evidenced on the Certificate of Insurance. All required blanket endorsements shall be evidenced on the Certificate of Insurance. Proof that insurance coverage exists shall be furnished to the Authority by way of a Certificate of Insurance before any part of the Contract work is started.

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

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

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

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

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

(g) The Authority reserves the right to inspect in person at Contractor's facility, prior to commencement of the Services, all of the Contractor's insurance policy required under this Contract.

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

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

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

11. PERFORMANCE OF SERVICES BY THE CONTRACTOR

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

12. REMOVAL OF ASSIGNED PERSONNEL

The Authority may require, in writing, that the Contractor remove from the Services any employee or Subcontractor of the Contractor that the Authority deems inappropriate for the assignment.

13. REPRESENTATIONS AND WARRANTIES

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

14. INDEPENDENT CONTRACTOR

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

15. COMPOSITION OF CONTRACTOR

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

16. SUBCONTRACTORS AND OUTSIDE CONSULTANTS

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

17. EQUITABLE ADJUSTMENTS

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

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

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

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

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

18. CONTRACTOR AND SUBCONTRACTOR ANNUAL AUDITED FINANCIAL STATEMENTS AND ABILITY TO PERFORM

The Contractor must provide evidence of its financial resources and its ability to perform the services for which Contractor is submitting a response. This includes information Contract or believes is pertinent that demonstrates its financial capability, financial solvency, and capability to fulfill the requirements of this contract.

The Contractor shall provide to the Authority a copy of Contractors' and Subcontractors' latest audited financial statements, which may include Contractor's balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements, as well as Contractor's most current 10-K, if applicable, throughout the term of the Contract. The audited financial statements shall be provided annually. The financial statements shall be provided to the Authority within ninety (90) calendar days from the end of Contractor's fiscal period. For instance, if Contractor's fiscal period ends each December 31st, then the financial statements shall be provided to the Authority no later than March 31st of the following year. The Authority, at its' discretion, may accept unaudited financial reports.

19. PERSONNEL ASSIGNMENTS

(a) The Contractor shall perform the Services in an orderly and workmanlike manner, and shall utilize persons skilled and qualified for the performance of the Services. The Authority will have the right to review the experience of each person assigned to perform the Services and approve personnel assignments, including those to be performed by Subcontractors,

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

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

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

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

(3) National Sex Offender Registry

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

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

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

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

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

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

(1) The nature and gravity of the offense or conduct;

(2) The degree of harm caused by the offense or conduct;

(3) The time that has elapsed since the conviction or completion of probation or jail time;

(4) The nature of the job sought, including the job duties, environment, and level of supervision;

(5) Any incorrect criminal history;

(6) Wrongful identification of the person;

(7) The facts and circumstances surrounding the offense or conduct;

(8) The number of offenses for which the candidate was convicted;

(9) The subsequent conviction for another relevant offense;

(10) The age of the person at the time of conviction or completion of probation or jail time;

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

(12) The length and consistency of employment history before and after the conviction in a similar field as the current position sought;

(13) Rehabilitation efforts, e.g., education, treatment, training;

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

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

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

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

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

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

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

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

20. BADGES AND ACCESS CONTROL DEVICES

(a) The Contractor and each of the Contractor's employees, as well as each Subcontractor of any tier and any workers working on behalf of Subcontractor, shall be required to wear a CapMetro Contractor Photo Identification

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

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

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

21. <u>CHANGES</u>

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

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

(c) Any other written order (which, as used in this paragraph (c), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change in the Contractor's obligations shall be treated as a Change Order under this paragraph; provided that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a Change Order.

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

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

22. TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

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

23. TERMINATION FOR CONVENIENCE

(a) The Authority may, whenever the interests of the Authority so require, terminate this Contract, in whole or in part, for the convenience of the Authority. The Authority shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

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

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

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

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

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

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

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

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

24. CONTRACTOR CERTIFICATION

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

25. INTELLECTUAL PROPERTY; DATA PRIVACY PROVISIONS

(a) As between the Contractor and the Authority, the Works and Intellectual Property Rights therein are and shall be owned exclusively by CapMetro, and not the Contractor. The Contractor specifically agrees that all Works shall be considered “works made for hire” and that the Works shall, upon creation, be owned exclusively by the Authority. To the extent that the Works, under applicable law, may not be considered works made for hire, the Contractor hereby agrees that this Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to the Authority all right, title and interest in and to all worldwide ownership rights in the Works, and all Intellectual Property Rights in the Works, without the necessity of any further consideration, and the Authority shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Works.

(b) The Contractor, upon request and without further consideration, shall perform any acts that may be deemed necessary or desirable by the Authority to evidence more fully the transfer of ownership of all Works to the Authority to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by the Authority. In the event the Authority shall be unable for any reason to obtain the Contractor's signature on any document necessary for any purpose set forth in the foregoing sentence, the Contractor hereby irrevocably designates and appoints the Authority and its duly authorized officers and agents as the Contractor's agent and the Contractor's attorney-in-fact to act for and in the Contractor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by the Contractor.

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

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

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

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

(2) where the obtaining of worldwide rights is not reasonably practical or feasible, provide written notice to the Authority of such pre-existing or third party rights or limitations, request the Authority's approval of such pre-existing or third party rights, obtain a limited right and license to use such pre-existing or third-party rights on such terms as may be reasonably negotiated, and obtain the Authority's written approval of such pre-existing or third-party rights and the limited use of same. The Contractor shall provide the Authority with documentation indicating a third party's written approval for the Contractor to use any pre-existing or third-party rights that may be embodied, contained, reserved or reflected in the Works. The Contractor shall indemnify, defend and hold the Authority harmless from and against any and all claims, demands, regulatory proceedings and/or causes of action, and all losses, damages, and costs (including attorneys' fees and settlement costs) arising from or relating to, directly or indirectly, any claim or assertion by any third party that the Works infringe any third-party rights. The foregoing indemnity obligation shall not apply to instances in which the Authority either:

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

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

(d) The Contractor hereby warrants and represents to the Authority that individuals or characters appearing or depicted in any advertisement, marketing, promotion, publicity or media, of any type or form that may now exist or hereafter be created or developed by or on behalf of the Contractor for the use by or benefit of the Authority, have provided their written consent for the use, reproduction, display, performance, and distribution of, and/or preparation of derivative works to, their persona or personality rights, including name, biographical information, picture, portrait, likeness, performance, voice and/or identity ("Personality Rights"), and have been compensated for such Personality Rights, if appropriate. If such permission has been obtained for a limited time, the Contractor shall be responsible for any costs associated with claims resulting from such use, etc., of the Personality Rights after the expiration of those time limits. The Contractor agrees to defend, indemnify and hold the Authority harmless from any claims, including but not limited to claims for invasion of privacy, infringement of the right of publicity, libel, unfair competition, false advertising, intentional or negligent infliction of emotional distress, copyright or trademark infringement, and/or claims for attorney's fees, resulting from such use, etc., of the Personality Rights.

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

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

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

(h) The Contractor and its subcontractors and their respective employees and personnel may have access to the Authority Data (including without limitation, personally identifiable information ("PII")) in connection with the performance of the Contract. PII shall be any information that identifies or describes a person or can be directly linked to a specific individual, including ridership and usage data. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, e-mail address, method of payment, ridership and travel pattern data. Customer Personally Identifiable Information, or Customer PII, means any PII relating to the Authority's customers. To the extent any Authority Data (including PII) is made available to the Contractor under the Contract, the Contractor shall take reasonable steps to maintain the confidentiality, security, safety, and integrity of all PII and other Authority Data in accordance with the Authority's Proprietary Rights and Data Security Addendum, which will be attached as an addendum to the Contract, as applicable.

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

(j) This Section 25 will survive termination or expiration of this Agreement for any reason.

(k) WWT performs personal services for its customers using WWT's proprietary intellectual property, skill sets, tools, know-how, and other methodologies ("WWT Intellectual Property"). No WWT Intellectual Property shall transfer to Customer under this Agreement, whether subsequently developed, improved, enhanced, or otherwise modified by WWT or a third party during the term of this Agreement. Customer shall have full ownership to the Deliverables. WWT shall provide Customer a personal, non-exclusive, non-transferable, worldwide, limited, and revocable license, without the right to sublicense to use WWT Intellectual Property for the Customer's internal purposes and full enjoyment of the Deliverables. Customer will not, nor will Customer, allow any third party to reverse engineer, decompile, or disassemble the WWT Intellectual Property or otherwise reduce it to human-readable form except to the extent required for interoperability purposes under applicable law.

26. STANDARDS OF PERFORMANCE

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

27. INSPECTIONS AND APPROVALS

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

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

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

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

(e) If the Contractor fails promptly to perform the Services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the Authority may (1) by contract or otherwise, perform the Services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of such service or (2) terminate the Contract for default.

28. SUSPENSION OF SERVICES

(a) The Authority may order the Contractor in writing to suspend all or any part of the Services for such period of time as the Authority determines to be appropriate for the convenience of the Authority.

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

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

29. PAYMENT TO SUBCONTRACTORS

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

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

30. FEDERAL, STATE AND LOCAL TAXES

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

31. EQUAL OPPORTUNITY

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

32. CONFLICT OF INTEREST

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

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

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

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

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

33. GRATUITIES

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

34. PUBLICATIONS

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

35. REQUEST FOR INFORMATION

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

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

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

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

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

36. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

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

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

37. LIMITATION OF LIABILITY

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

In no event shall either party or its respective officers, directors, agents, or employees be liable in contract or tort, to the other party or its Subcontractors for special, indirect, incidental, or consequential damages resulting from each party's respective performance, nonperformance, or delay in performance of its obligations under this Contract, or the Authority's termination of the Contract with or without cause, or the Authority's suspension of the Services. In no event shall the Contractor's aggregate liability to the Authority under this Agreement or in any SOW or PO issued hereunder exceed two times (2x) the annual value of the Agreement. This limitation of liability shall not apply to intentional tort or fraud. The Contractor shall include similar liability provisions in all its Subcontracts.

38. LAWS, STATUTES AND OTHER GOVERNMENTAL REQUIREMENTS

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

39. CLAIMS

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

40. LICENSES AND PERMITS

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

41. NOTICE OF LABOR DISPUTES

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

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

42. PUBLICITY RELEASES

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

43. INTEREST OF PUBLIC OFFICIALS

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

44. INDEMNIFICATION

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

(1) **ANY BREACH OF ANY REPRESENTATION OR WARRANTY THAT THE CONTRACTOR HAS MADE**

IN THIS CONTRACT;

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

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

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

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

(c) **"DAMAGES" MEANS ALL DIRECT OR INDIRECT DAMAGES, LOSSES, LIABILITIES, DEFICIENCIES, SETTLEMENTS, CLAIMS, AWARDS, INTEREST, PENALTIES, JUDGMENTS, FINES, OR OTHER COSTS OR EXPENSES OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR VESTED, MATURED OR UNMATURED, AND WHETHER OR NOT RESULTING FROM THIRD-PARTY CLAIMS, INCLUDING COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, OTHER PROFESSIONAL ADVISORS AND EXPERT WITNESSES) RELATED TO ANY INVESTIGATION, ACTION, SUIT, ARBITRATION, APPEAL, CLAIM, DEMAND, INQUIRY, COMPLAINT, MEDIATION, INVESTIGATION OR SIMILAR EVENT, OCCURRENCE OR PROCEEDING.**

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

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

(f) **THE INDEMNIFICATION OBLIGATIONS AND RIGHTS PROVIDED FOR IN THIS CONTRACT DO NOT REQUIRE (AND SHALL NOT BE CONSTRUED AS REQUIRING) THE CONTRACTOR TO INDEMNIFY, HOLD HARMLESS, OR DEFEND ANY INDEMNIFIED PARTY (OR ANY THIRD PARTY) AGAINST ANY ACTION OR CLAIM (OR THREATENED ACTION OR CLAIM) CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR**

VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF ANY INDEMNIFIED PARTY, ITS AGENTS OR EMPLOYEES, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF ANY INDEMNIFIED PARTY, OTHER THAN THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS OF ANY TIER.

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

45. RECORD RETENTION; ACCESS TO RECORDS AND REPORTS

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

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

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

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

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

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

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

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

46. EXCUSABLE DELAYS

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

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

(1) the subcontracted supplies or services were obtainable from other sources;

(2) the Authority ordered the Contractor in writing to obtain these services from the other source; and

(3) the Contractor failed to comply reasonably with this order.

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

47. LOSS OR DAMAGE TO PROPERTY

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

48. CONTRACTOR CONTACT/AUTHORITY DESIGNEE

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

49. QUALITY ASSURANCE

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

50. INTERPRETATION OF CONTRACT – DISPUTES

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

51. TOBACCO FREE WORKPLACE

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

(b) The tobacco free workplace policy refers to all CapMetro owned or leased property. Note that this includes all buildings, facilities, work areas, maintenance facilities, parking areas and all Authority owned vehicles.

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

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

52. ORDER OF PRECEDENCE

In the event of inconsistency between the provisions of this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order, as revised:

1. Exhibit A - Pricing Schedule
2. Exhibit E - Contractual Terms and Conditions
3. Exhibit B - Representations and Certifications
4. Exhibit F - Scope of Services and Compliance Matrix
5. Exhibit IT-1 / IT -2 – Proprietary Rights and Data Security Addendum / Access and Use Agreement
6. Other provisions or attachments to the Contract

53. ANTI-CORRUPTION AND BRIBERY LAWS

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

54. RESERVED

55. ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

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

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

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

56. MISCELLANEOUS

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

(b) All notices, statements, demands, requests, consents or approvals required under this Contract or by law by either party to the other shall be in writing and may be given or served by depositing same in the United States mail, postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party; an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified; or by e-mail with delivery confirmation. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) The Contractor represents, warrants and covenants that: (a) it has the requisite power and authority to execute, deliver and perform its obligations under this Contract; and (b) it is in compliance with all applicable laws related to such performance.

(n) The person signing on behalf of the Contractor represents for himself or herself and the Contractor that he or she is duly authorized to execute this Contract.

(o) No term or provision of this Contract is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation for a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

(p) CapMetro is a governmental entity and nothing in this Contract shall be deemed a waiver of any rights or privileges under the law.

(q) Funding for this Contract after the current fiscal year is subject to revenue availability and appropriation of funds in the annual budget approved by the Authority's Board of Directors.

(r) Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

57. DRUG AND ALCOHOL TESTING PROGRAM

(a) The Authority and its Contractors and Subcontractors are required to comply with the requirements of 49 C.F.R Part 219 with no exceptions. The Contractor has established and implemented, or agrees to establish and implement, and cause its applicable Subcontractors to establish and implement, a drug and alcohol testing program for regulated employees (including volunteers, employees and probationary employees) whose duties include inspection, construction, maintenance or repair of roadway track; bridges, roadway, signal and communications systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track or with the potential of fouling a tack and flagmen and watchmen/lookouts ("Part 219 employees") that complies with 49 C.F.R. Part 219, produce any documentation necessary to establish its compliance with Part 219, and permit any authorized representative of the United States Department of Transportation or the Federal Railroad Administration ("FRA") and the Authority to inspect the facilities and records associated with the implementation and operation of the drug and alcohol testing program as required under 49 C.F.R. Part 219, including the review of the testing process.

(b) **Prior to the performance of any work under the Contract by any Part 219 employees on or after June 12, 2017**, the Contractor shall furnish the Authority, and cause each Subcontractor that provides Part 219 employees to perform work under the Contract to furnish the Authority, with copies of all supporting compliance documentation including but not limited to the following:

(1) A copy of the Contractor's 49 C.F.R. Part 219 Railroad Contractor Compliance Plan.

(2) A copy of the Federal Railroad Administration's acceptance letter for 49 C.F.R. Part 219 Railroad Contractor Compliance Plan.

(3) A certified list of the Contractor's Part 219 grandfathered employees (June 12, 2017).

(4) A certified list of employees who are currently regulated by 49 C.F.R. Part 219 Railroad Contractor Compliance Plan Part 219.

(5) Copies of the employees DOT 40-25 previous employer drug and alcohol record covered by 49 C.F.R. Part 219 Railroad Contractor Compliance Plan.

(6) Updated list of the Contractor's employees when an employee status has changed or employee becomes ineligible, along with an updated certification required in subparagraph (4).

(7) Rule G Observations when requested by the Authority.

(8) Management Information System Report (MIS) each six (6) months.

Access to the work site will be prohibited to employees not named in the certified list required by subparagraphs (4) and (6).

(c) Upon notice to the Contractor, CapMetro may require the Contractor and any Subcontractor providing Part 219 employees to use a third-party compliance provider to track the Contractor's Part 219 compliance. If the Contractor or any of its Subcontractors fails to utilize such required compliance provider or an approved equivalent as required, then the Authority may suspend the Contractor's performance under this Contract and/or pursue default remedies under this Contract. The Authority reserves the right to change the required third-party compliance provider upon notice to the Contractor. In the event that CapMetro requires the Contractor to use a third-party compliance service, any costs of the required service will be reimbursed by CapMetro provided the Contractor follows the following reimbursement procedure: the Contractor shall provide the estimated costs of the compliance service within fourteen (14) calendar days following CapMetro's notice to the Contractor of the adoption of a third-party compliance provider requirement and the Contractor shall not incur any costs until a subsequent Contract modification is fully executed.

(d) The Contractor shall provide the Authority with a list of the names of any Subcontractors performing Part 219 Services, along with a certified list of the employees assigned by the Subcontractor to perform work under the Contract, at least ten (10) calendar days prior to the time a Subcontractor or its Part 219 employees enters the work site. The Contractor and each Subcontractor shall be solely responsible for their compliance with 49 C.F.R. Part 219.

(e) The Contractor shall include the substance of subparagraph (a)-(e) of this paragraph, in each applicable Subcontract under this Contract.

(f) If the Authority discovers that the Contractor or any of its subcontractors are not in compliance with the requirements of 49 C.F.R. Part 219, the Authority may suspend the Contractor's performance under this Contract and/or pursue default remedies under this Contract.

58. <u>FUNDING AVAILABILITY</u>

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

EXHIBIT F - Revised-1

This matrix contains the following Appendices. Some Appendices require a response, while others are for reference purposes to help proposers prepare a response.

1. General Requirements - For each Compliance Term, select "C-Comply," "N-Cannot Comply," or "A-Will Comply with Alternative." If "N" or "A" are selected, comments are required; however, Capital Metro strongly recommends that comments be added for each item.
2. Appendix A: Core Requirements - Please provide a response to each item. Additional instructions are provided within the Appendix.
3. Appendix B: Project Phase Requirements - For reference/informational purposes
4. Appendix C: Technical Questions - Please provide a response to each item. Additional instructions are provided within the Appendix.
5. Appendix C2: Technical Questions - Please provide a response to each item. Additional instructions are provided within the Appendix.
6. Appendix D: Integrations - For reference/informational purposes
7. Appendix E: Definitions - For reference/informational purposes

Additional Instructions:
1. The vendor must deliver a system encompassing all hardware, software, license, and service requirements, including the delivery of third-party products to make the solution fully functional.
2. The requirements in Compliance Matrix are functional in nature and do not encompass all requirements. The vendor shall determine the technical modifications needed to carry out the intent herein. Vendor shall document and discuss said needs with Capital Metro and implement the agreed-upon solution accordingly.
3. The vendor must deliver all Compliance Terms unless Capital Metro agrees to an alternative.

1.0	**Overview**			
1.1	CapMetro is requesting software and services required for a IAM solution that provides identity management and identity governance. CapMetro wants to implement best practices in identity management and identity governance including but not limited to **RBAC, PoLP, SOD and governance**.			
#	**Compliance Term**	**Comply**	**Vendor Response**	**Capital Metro Response**
2.0	**Project Approach - Project Management**			
2.1	The vendor shall provide a robust project management team and project management plan to support the implementation of the project. The vendor's plan for managing the project shall clearly demonstrate an appropriate allocation of project management resources with the ability and experience to ensure that system design and implementation will be coordinated appropriately and managed and completed on schedule and within budget. The vendor shall provide tools to manage tasks, schedule, risk, change, and the other items listed in this section that are required to manage the project.			
2.2	The vendor's proposed Project Manager (PM) must be approved by Capital Metro, possess a PMP certification with good standing, and **have prior experience in the public transportation sector**.			
2.3	The Contractor shall comply with all requirements of "Appendix B Project Phase Requirements" which define project management requirements.			
3.0	**Project Approach - Project Management Plan**			
3.1	The vendor shall submit a comprehensive Project Management Plan (PMP) following Notice to Proceed (NTP) that details at a minimum project organization; master schedule; and how the vendor will manage project scope, cost, risk, quality, project changes, safety, and other key aspects of the project.			
3.2	The Project Management Plan (PMP) will include but is not limited to the following elements: • Organization chart identifying key project personnel and contact information. • Master schedule, identifying key project milestones and activities in Microsoft Projects format. • Schedule for all project design and development elements that require Capital Metro approval. • Project meetings and schedule for recurring meetings. • Methodology to control project schedule, scope, cost, and risk. • Risk management plan and risk register, including identified project risks and actions required to mitigate them. • Transition and change management processes and procedures. • Quality assurance processes and procedures to confirm that the requirements of the contract are being met. • Subcontractor management and communications. • Document naming conventions and Action Items and Issues List (AIL) control processes and procedures, including version and traceability controls. • Change management plan and procedures for all deliverables and subsequent revisions. • Cost management. • Communication Plan.			
4.0	**Project Approach - Project Management: Design Review**			
4.1	The vendor shall provide a robust project management team and project management plan to support the implementation of the Access Request System. The vendor's plan for managing the project shall clearly demonstrate an appropriate allocation of project management resources with the ability and experience to ensure that system design and implementation will be coordinated appropriately and managed and completed on schedule and within budget. The vendor shall provide tools to manage tasks, schedule, risk, change, and the other items listed in this section that are required to manage the project.			
5.0	**Project Approach - Design and Development**			
5.1	The Installation and Transition Plan will describe detailed installation and configuration of all software systems, including the Access Request, interfaces, and web applications, and their respective schedules.			
5.2	The vendor shall follow a defined quality change control and testing process (e.g. ITIL Service Management) with established baselines, testing and release standards which focus on system availability, confidentiality and integrity of systems and services.			
5.3	The vendor shall provide a defined change control process and workflow for making configuration or other related changes after Go Live. This includes a process of promotion from Development, to Test, to Production environments.			
6.0	**Project Approach - Testing: General Requirements**			
6.1	The vendor shall provide all labor and materials required for system testing, including but not limited to unit testing, performance testing, security testing, system integration and end to end testing.			
6.2	Before starting all formal testing activities that are to be witnessed and approved by Capital Metro, the vendor shall conduct "dry-run" testing to identify and resolve any issues and avoid unexpected results during the formal testing.			
6.3	The vendor shall provide Capital Metro with scripts to test.			
6.4	The vendor shall provide a methodology for uploading mass amounts of historical and transactional data for the purposes of testing.			
6.5	The vendor shall provide a testing tool, or set of testing tools, to support automated testing of test scripts as applicable, including documentation and resolution of defects. The contractor shall also create required test scripts for testing with the automated test tool. Automated test tool should be able to test complex test cases, dependencies, integration and link results to feed between test scenarios			
7.0	**Project Approach - Testing: Test Documentation**			

#	Compliance Term	Comply	Vendor Response	Capital Metro Response
7.1	The vendor shall submit a draft Test Plan for Capital Metro review and approval during design review and shall submit a final inspection and test plan to be used in connection with all tests described in this specification before the start of any testing.			
7.2	The Test Plan will include a testing timeline, objectives, entrance and exit criteria, and success criteria for functional, system integration, and end to end testing. The Test Plan will also include resource assignments (Vendor and CapMetro) and defect resolution processes.			
7.3	Detailed test procedures will include mapping to the design documents and the requirements in the SOW that are related to the test.			
8.0	**Project Approach - Testing: Final System Acceptance**			
8.1	The vendor shall submit a request for Final System Acceptance upon successful completion of SAT and the determination that all work has been completed per this Scope of Work and final design.			
8.2	Capital Metro may grant Final System Acceptance only when: • The SAT has been successfully completed and approved by Capital Metro. • All system modules, interfaces, and integrations are delivered, installed, and operational. • All back-office applications and software, including all required reports, are installed and fully functional. • All requisite contract deliverables have been delivered to Capital Metro and accepted. • The Disaster Recovery Plan has been successfully demonstrated and approved by Capital Metro. • All required training has been provided and accepted by Capital Metro. • All required intellectual property has been delivered to Capital Metro or the escrow agent. • Final resolutions to all identified critical issues (as classified by the Test Failure Log Review Board) are fully implemented and accepted by Capital Metro. Capital Metro will issue written certification upon approval of Vendor's request for Final System Acceptance.			
9.0	**System Design and Architecture - Master Data**			
9.1	The vendor shall provide Capital Metro with its approach for the creation and maintenance of master data elements in the Access Request system. This includes, but is not limited to: 1. System Name 2. System roles 3. User information			
9.2	The vendor's approach shall include a process for the creation of master data and the review of the master data and organizational hierarchy of applicable data with Capital Metro personnel, this will include a Master Data Life Cycle Management Process.			
10.0	**System Design & Architecture - Accessibility and ADA Compliance**			
10.1	Vendor shall design the System to be compliant with current accessibility standards, laws, and regulations to ensure that the System meets or exceeds the Americans with Disabilities Act (ADA) and accessibility requirements of federal, Texas State and Austin regional governments. Vendor shall ensure compliance of all equipment and system interfaces and create an Accessibility Compliance Plan to document compliance. This plan will be used throughout design and implementation to ascertain that all accessibility and ADA requirements will be met and to track compliance.			
10.2	COMPLIES WITH WCAG 2.0 AA ACCESSIBILITY STANDARDS AND MEETS ALL FOUR SUCCESS CRITERIA.: - All screens are compatible with assistive technologies including screen readers and screen magnification - Screens make proper use of forms mode, include alt tags on all data collection boxes and image fields, and metadata read back is strictly limited. - Properly labelled images and proper use of alt tags is required. - The ability to navigate pages, utilize functionality and traverse layouts without a mouse is required. - Users of assistive technology shall have ways to skip redundant navigation. - Correct headings and labelling structures for pages, forms and data tables. - Readable content with sufficient contrast ratios and font sizing. - Contractor shall provide information about user testing with people with disabilities and the results of such testing. - Software solution shall be compatible will all applicable standards and/regulations regarding accessible information technology resources and (IRIT). In cases where there is conflict between standards the most stringent standard shall be applicable.			
11.0	**System Design & Architecture - Code and Regulation Compliance**			

#	Compliance Term	Comply	Vendor Response	Capital Metro Response
11.1	Vendor shall design the System to be compliant with relevant standards, laws, and regulations to ensure that the System: • Presents no safety hazards for customers and Capital Metro employees. • Will withstand the rigors of the environments in which the equipment will be installed, and the public use to which it will be subjected. • Provides for the secure storage and transmittal of data. • Is designed using state-of-the-art methods to maximize quality. • Satisfies federal, state, and other requirements for ergonomics and usability. Applicable codes, laws, ordinances, statutes, standards, rules, and regulations include, but are not be limited to the list below (in 3.1.4-2). The latest revisions in effect at the time of Final System Acceptance will apply.			
11.2	• Americans with Disabilities Act (ADA) • Americans with Disabilities Act Accessibility Guidelines (ADAAG) • Advanced Encryption Standard • ANSI X9.24, Financial Services Retail Key Management • European Norm EN55022, Emissions standards for CE marking • European Norm EN55024, Immunity standards for CE marking • FCC Part 15 Class B – Radio Frequency Devices • FIPS 140-2 • IEEE 802.11 a/b/g/n standard for wireless data communications • IEEE 802.11 i standard for wireless data network security • IEEE 802.11-2016 • International Electrotechnical Commission Standard 529 (IEC529) • ISO 9001 • ISO/IEC 18092 / ECMA-340, Near Field Communication Interface and Protocol-1 • ISO/IEC 21481 / ECMA-352, Near Field Communication Interface and Protocol-2 • National Electrical Code (NFPA 70) • National Electrical Manufacturers Association Publication 250-2003 • National Electrical Safety Code (ANSI C2) • National Fire Protection Association (NFPA) 130 • NCITS 322-2002, American National Standard for Information Technology – Card Durability Test Methods • Occupational Safety and Health Administration (OSHA) • Society of Automotive Engineers SAE J1113-13 Electrostatic Discharge • Society of Automotive Engineers SAE J1455 Vibration and Shock • UL Standard 60950, “Information Technology Equipment – Safety” • Web Content Accessibility Guidelines WCAG 2.0			
11.3	In the case of conflict between the provisions of codes, laws, ordinances, statutes, standards, rules, and regulations, the more stringent requirement will apply.			
12.0	**System Design & Architecture - Information Security**			
12.1	Vendor develop a plan for the processes that will be used to resume operations in the event of a data loss due to a natural disaster or other emergency situation that puts operations at risk. The plan must describe how mission-critical functions will be resumed and how longer-term challenges created by an unexpected loss will be addressed. The Disaster Recovery (DR) plan will conform to the required service level agreement and be consistent with the Business Continuity Plan and recovery time capabilities that will be provided by Capital Metro.			
12.2	Vendor shall propose a physical and logical architecture (e.g. virtualized servers, spare load balancers, etc.) that meets all redundancy capabilities for Capital Metro review and approval at design review.			
12.3	The System will be designed to include the appropriate elements and processes to manage, monitor, and quickly address security issues, consistent with the expectations outlined above, to support the operation of Capital Metro's Information Security Management System (ISMS).			
12.4	Vendor shall prioritize identified application vulnerability/bug fixes. Security fixes must have higher priority than product enhancements.			
12.5	Key Management - Policies and procedures shall be established, and supporting business processes and technical measures implemented, for the use of encryption protocols for protection of sensitive data in storage and data in transmission as per applicable legal, statutory, and regulatory compliance obligations.			
12.6	Vendor shall provide secure coding training for developers. Provide CapMetro with a description of the Vendor training program for developers, specifically around secure code development practices			
12.7	Code review - Vendor shall provide an overview of their software development lifecycle showing how security is a part of the lifecycle. Specify security tests, how you determine if your code is vulnerable to the common threats facing applications today, such as cross-site scripting or SQL injection, in your quality assurance testing phase. Describe how you track security flaws and flaw resolution.			
12.8	Application security testing – Vendor shall provide an overview of their application testing including annual pen testing, testing by 3rd party, testing by security professional services, and testing that covers the common vulnerabilities as described by OWASP Top 10. Describe the process for vulnerabilities identified and remediations.			
13.0	**System Design & Architecture - System Integration Services and Interfaces**			

#	Compliance Term	Comply	Vendor Response	Capital Metro Response
13.1	Appendix D of this Scope and Compliance Matrix provides a high level overview of desired integrations for the Access Request system. The vendor shall design a system to allow for multiple internal and external interfaces, including, but not limited to those described in Appendix D.			
13.2	In addition to those defined in Appendix D, Capital Metro desires and expects the new Access Request system to provide enhanced functionality. As a result, it is expected that the vendor's system design will allow for additional interfaces and integrations not defined in Appendix D.			
14	**Operations and Maintenance Services - Performance Measurement**			
14.1	Update the Warranty and Maintenance Agreement with the following components: back-office availability will be calculated based on the total out of service time for the associated system: Back-office application availability = 1 - (out of service time / total operating time) Total Operating Time is defined as the number of minutes in a day (1440) multiplied by the number of days in the month of measurement, while Out of Service Time is defined as all time during which the System is not in a fully operational state, and includes all time necessary to respond and repair to issues. Scheduled maintenance time is excluded from the calculation. The availability requirement for each System back-office application is as follows: Application availability must meet or exceed 99.99% each calendar month			
14.2	Back-office accuracy shall be based on the number of incidents where a device or Back-office generated transaction is recorded incorrectly within the associated system. Performance will only be measured for those applications for which Vendor is responsible. The accuracy requirements for the System Back-office applications are as follows:			
15.0	**System Support**			
15.1	Provide Post Go Live Support for CapMetro staff by phone and email for the software system components. Contractor agrees that onsite field engineering support and onsite presence may be required by Capital Metro at any time during the term of the contract. 24x7x365 - Tech support within 15 minutes of contact Severity Level 1 - One or more Capital Metro department's ability to perform mission critical business functions is in jeopardy because the system is not available. All Severity Level 1 issues will be responded to within 15 minutes of contact and a Mean Time to Resolution (MTTR) of 4 hours or less. These outages will be escalated to the contractor's Account Manager if issues are not resolved within 4 hours, the Chief Technical Office if not resolved within 8 hours, and the President/CEO if not resolved within 12 hours of down time. Severity Level 2 - One or more Capital Metro department's ability to perform mission critical business functions is in jeopardy because the system is not available, but a workaround can be established within a reasonable time. All Severity Level 2 issues will be responded to within 15 minutes and a Mean Time to Resolution (MTTR) of 8 hours or less. These outages will be escalated to the contractor's Account Manager if issues are not resolved within 8 hours, the Chief Technical Officer if not resolved within 16 hours, and the President/CEO if not resolved within 24 hours of down time.			
16.0	**Pre-installation**			
16.1	Contractor is required to provide a list of hardware and material with specifications that is part of their installation and integration work for CapMetro's review and approval.			
16.2	Contractor and/or subcontractor shall perform an initial inspection of each vehicle type in preparation for the install (hardware and software) and for submitting the Installation Design Documentation.			
16.3	Submit Installation Design Documentation (IDD) in accordance with the agreed to project schedule and will contain information on: equipment installations/mounting; routing, conductors, color-coding, labeling, and connectors for power, communications, and vehicle ground circuits; connections with, any required modifications to and restoration of existing infrastructure; work area and equipment storage requirements; methods and quality of standards; supervision and quality assurance procedures.			
16.4	Installations will be authorized only after Capital Metro's approval of a pre-installation inspection document provided by the vendor. Note: Capital Metro has an existing template/form for this pre-installation inspection document.			
16.5	All spare components must be delivered before Capital Metro will allow equipment installations.			
16.6	Contractor is responsible for working with Capital Metro to develop an installation schedule on all vehicles.			

#	Compliance Term	Comply	Vendor Response	Capital Metro Response
17.0	**Installation and Testing**			
17.1	A pilot installation shall be completed with each vehicle type (i.e. model and year) for inspection and approval prior to proceeding with the remaining fleet of that type.			
17.2	Contractor is responsible for providing all material, tools, and labor required to complete the installation and integration of the solution.			
17.3	Contractor is responsible for working with Capital Metro to test the routers before deployment.			
17.4	True positioning and locations of equipment/material shall be determined following the onsite inspections of each vehicle type, and as determined/approved by CapMetro.			
17.5	Installations shall be scheduled overnight between the hours of 20:00 and 04:00 unless otherwise agreed to or modified by Capital Metro leading up to the install.			
17.6	Capital Metro reserves the right to allow no more than 10% of its vehicle fleet to be out of service for installations within any given 24-hour period to accommodate vehicle installations and also to reduce this amount in order to avoid disruption to revenue service or maintenance requirements.			
17.7	Vendor will be responsible for the storage and security of installation equipment, tools, and hardware. Capital Metro will provide space for their secure storage units.			
17.8	Capital Metro will provide space for vehicle installations and light and electrical service at installation locations.			
17.9	Capital Metro will provide sufficient staff to move vehicles as required for installations.			
17.1	Contractor shall have their own spares available onsite or go through their Return Material Authorization (RMA) process to address any equipment or material that may break during installation without utilizing Capital Metro's spares inventory.			
17.11	Contractor shall provide tracking information for all deliveries.			
17.12	Contractor shall be responsible for inventorying of all devices, equipment, and material.			
17.13	Installation will adhere to all Federal, State, and Local laws and regulations in addition to Capital Metro's policies.			
18.0	**Post-Installation/Deployment**			
18.1	After each completion of installation, vehicles shall be tested, inspected, and verified before going back into service. Note: MTM will be onsite to verify and sign off after each completion of installation.			
18.2	Contractor shall ensure that all vehicles made available for installation are ready for revenue service by the end of the agreed upon installation period.			
18.3	After installations, vendor will be responsible for restoring the condition of any affected systems to their pre-installation condition.			

EXHIBIT F - Revised-1

Sn./#	Title/Requirement	Vendor Response	Vendor Notes	Capital Metro Response
1	**Funtional Requirements**			
1.01	Developer tools - Supports open standards and APIs to embed IAM controls into applications. Offers SDKs for multiple programming stacks. Supports low-code/no-code development of user journeys. Provides API interfaces and ready-to-use code.			
1.02	External access administration - Provides tools for user registration, profile management, delegated administration, federation support to third-party identity providers (IdPs). Offers bring your own identity (BYOI) integration and consent management capabilities for external users.			
1.03	Product usability - Provides easy to understand friendly interfaces with intuitive designs to facilitate user engagement.			
1.04	API access control - Handles authentication and authorization to API targets. Offers an OAuth 2.0 authorization server to issue customizable, self-contained JSON Web Tokens to web servers, mobile apps, and other services used for accessing API targets.			
1.05	Authorization and adaptive access - Enables authorization decisions and enforcement. Supports policy creation. Uses stored and contextual data to evaluate risk and dynamically render access decisions. Includes online fraud detection, privacy and consent, security and UEBA capabilities.			
1.06	Ease of deployment - Delivers out-of-the box integration options, configuration management and migration strategies to enable rapid deployment and user onboarding.			

1.07	**Standard application enablement - Enables access, SSO, and authentication to standards-based SaaS, web, and mobile applications. Leverages modern identity protocols like SAML and OpenID Connect. Provides multiple key signing support for standard application enablement. Applications include:** **These are all cloud SaaS.** **Oracle** **Office 365** **Hexagon EAM** **PlanView** **MetroMerits** **LinkedIn (connected to Oracle)** **Salesforce** **Adobe** **Proofpoint** **Snowflake** **AirTable** **Ekos** **Bytemark** **Sitefinity CMS** **ServiceNow** **GRC** **Everbridge**			
1.08	Directory services - Enables management of internal and external types of identities. Provides directory and identity synchronization services. Offers virtual directory or SCIM gateway capabilities. Manages access for workload machines and devices (mobile, desktop, IoT).			

1.09	**Internal access administration - Provides basic life cycle management and user administration capabilities for internal identities. Supports synchronization services with AD. Offers outbound SCIM provisioning capabilities and user administration, including onboarding. Applications include: Following is a list of applications that must be in the scope for automatic provisioning and lifecycle management:** **These are all cloud SaaS.** **Oracle** **Office 365** **Hexagon EAM** **PlanView** **MetroMerits** **LinkedIn (connected to Oracle)** **Salesforce** **Adobe** **Proofpoint** **Snowflake** **AirTable** **Ekos** **Bytemark** **Sitefinity CMS** **ServiceNow** **GRC** **Everbridge** **Luminator DMS**			
1.1	Nonstandard application enablement - Enables access, SSO and authentication to legacy web applications that do not support modern SSO protocols. Evaluates the AM extensibility and customizability options to integrate with nonstandard targets, third-party tools and user sources.			
1.11	Reporting, exportable insights and analytics - Provides reports, logs and descriptive identity analytics information. Enables canned and customized reporting functions to identify entitlements, audit access and identify access risks. Offers reporting and APIs for exporting event data.			
1.12	SSO and session management - Enables session state control for interactions with applications. Issues and refreshes time-limited access tokens. Terminates sessions. Provides session management and single logout global settings. Enables session control settings per application.			
1.13	User authentication - Provides multifactor authentication (MFA). Supports OOB SMS, one-time password (OTP) apps, mobile push and OTP hardware tokens. Supports a broad range of MFA methods, including X.509 and FIDO tokens, plus device-native and third-party biometrics.			
1.14	**Support a user base of approximately 750 active users.**			

2	**Technical requirements**			
2.01	Integration - Integrates with all relevant applications, data sources, and technologies.			
2.02	Data management and storage - Provides required data storage capacity, file types, and locations, as well as processes such as disaster recovery, rollbacks, extraction or eradication.			
2.03	Performance management - Provides proactive alerts on system events, as well as logging and resolution reporting on all issues.			
2.04	Security - Offers configurable controls that extend data and transaction security and compliance to third-party platforms or hosting providers the solution uses. Documents security policies, audits, attestations or evaluations for compliance needs.			
2.05	Data management - Enables monitoring, reporting, and management of data sharing, as well encryption and security for data at rest and in motion.			
2.06	Disaster recovery and backup - Enables processes such as disaster recovery, rollbacks, and version control.			
2.07	Identity and access management - Capabilities such as user authentication, password policy management, two factor auth, single sign on, and role based access.			
3	**Support and Services**			
3.01	**Customer support - Delivers required level of user and technical support e.g. 24x7, multi-language, global support. The required SLA and service window required for this contract is to responded within 4 hours and to resolve within 24 hours.**			
3.02	Implementation timeline - Provides implementation resources, including setup, testing, and training, to meet the desired go-live date.			
3.03	Implementation, onboarding and setup - Provides clear implementation plan and resourcing, including setup, testing, and training, to meet the desired go-live date.			
3.04	Support formats - Allows access to support across multiple formats including phone, email, chat, and online knowledgebase.			
3.05	Service levels and SLAS - Meets relevant service level agreements related to system performance, concurrent users, uptime, and issue resolution.			
3.06	Training and education - Supports best in class training and assistance for users using online and offline mediums.			

Project Phase Tasks and Deliverables. Vendor shall perform the following phase tasks and provide the associated deliverables required to deploy all hardware, software, updates and configurations resulting in a fully functional and tested system. Vendor shall obtain CapMetro review of all deliverables and make changes and updates to deliverables per CapMetro review as needed.	
1.0	**Plan. 5% Payment Milestone.** **Meet with CapMetro project manager and business area stakeholders for project planning, including review of proposed schedule, roles and responsibilities, as well as conduct a complete review of functionality to be delivered, and other project activities. Plan Deliverables:** 1. Project organization chart 2. Project schedule and Project Management Plan (Draft) 3. Action Items and Issues log (AIL) 4. Project Decisions Log 5. Project Review Documents (PRDs) for project decisions 6. Initial Risk Register 7. System Implementation Plan (Draft) 8. Scope and Compliance Matrix Review and Update
2.0	**Design. 20% Payment Milestone.** **Vendor's configuration and implementation approach based on CapMetro's previously gathered requirements. This phase will determine how the system will be installed, product wireframe presentation to the customer, and how it will be managed in the back end. Vendor will work with CapMetro to develop materials that will provide a basis to help instruct CapMetro stakeholders in the easiest and most efficient way to use the system to their utmost advantage.** **Design Deliverables:** . 1. Configuration Management Document (“CMD” Draft) 2. Solution Design Documents / MVP Lists (If Hybrid Agile Approach) 3. Application Landscape Design Document 4. Integration Design Plan 5. System Implementation Plan (Final) / Sprint Plan (If Hybrid Agile Approach) 6. Data Migration Plan-NOT REQUIRED 7. Disaster Recovery Plan (Draft) 8. Quality Assurance Plan (Draft) 9. Risk Management Plan (Final) 10. Data dictionary and Entity Relationship Diagram (ERD) 11. Project Schedule (Baseline) with Resource Loading 12. Network architecture diagram (Draft) 13. Perform Preliminary Design Review (PDR) Design and System Implementation Plan with Stakeholders 14. Create Final Design based on review and perform Final Design Review (FDR) 15. Review and Acceptance of Final Design and Project Management Plan 16. Scope and Compliance Matrix Review and Update
3.0	**Develop. 20% Payment Milestone.** **Development, configuration and installation of the solution and integration as well as installation within a development and a test environment so configuration and testing of the required functionality can be started. This task will include setting the initial configuration values by Vendor so they can be tested and changed if needed. During this phase, the rollout of the system must be worked on to include training all IT and Operational staff who will use or have on-going support roles.** **Develop Deliverables:** 1. Quality Assurance Plan Including QA/QC Checklist (Final) 2. Development of modules, application and interfaces 3. Develop and Design Review Sessions per Sprint (If Hybrid Agile) 4. Retrospective sessions on prior development (If Hybrid Agile) 5. Test Environment Installation that provides CapMetro full access throughout the project and the life of the system 6. Supporting Infrastructure Implemented as applicable 7. Test Procedure/Plan including test Scripts, use cases, acceptance test criteria demonstrating each Compliance Matrix term is developed and meets requirement (Draft) 8. Update Compliance Matrix with Test Number(s) 9. High-level Training of CapMetro Staff to Prepare for Test Phase 10. Vendor Warranty and Maintenance Plan Review 11. Review and Feedback of CapMetro Support Responsibility Matrix 12. Role-based, On-site Training Plan for all User Types (Draft): •Training schedule and course outlines for review a minimum of three weeks prior to the scheduled classes •Separate training sessions based on functional and technical area •Provide all materials necessary to train participants (CapMetro will provide space and laptops) •Schedule the training staff to be on site timely to ensure equipment, materials, student accounts and classroom are fully ready for when class begins •Arrange for an instructor(s) with thorough knowledge of the material covered in the course(s) and the ability to effectively lead the knowledge transfer •Provide customized training manuals specific to CapMetro's environment in Microsoft Word and PDF. Vendor shall provide the agreed-to number of hard copies
4.0	**Test. 20% Payment Milestone.** **Vendor shall develop and implement a comprehensive program to test all components and applications that comprise the integrated APC solution. Testing is to be performed in three distinct and separate phases:** **1. Functional Unit Test (FUT)** **2. System Integration Test (SIT)** **3. System Acceptance Test (SAT)** **The testing phase shall not be deemed completed until all functional requirements have been fully tested and approved by Capital Metro. Vendor shall develop a Test Plan that includes the number and range of tests, detailed schedule indicating the sequence of each test, and when and where each test will take place. Vendor shall not perform any test until the corresponding test plan and procedures have been approved by Capital Metro. Vendor shall develop Test Procedure documents with test scripts, all anticipated use cases and acceptance criteria for review and approval by Capital Metro for each phase of testing.** **Test deliverables:**

1. Test Plan (including automated testing processes)
2. Test Procedures (including automated testing processes)
3. System Acceptance Test Plan and Execution
4. Execution of FUT, SIT, and System Acceptance Testing
5. Security Penetration Test (performed as part of SAT)
6. Disaster Recovery Test - End-to-End
7. Volume and Stress Tests
8. Regression Testing of the entire Test Plan for any Class 1 and Class 2 Failures
9. Test Results and Reports (including results for failed tests)
10. Agency Test Environment
11. Procedures for changing environments (dev, test, stage, prod)
13. Test Failure Log & Remediation Plan. Vendor shall lead testing of the solution including integrations and resolve all Severe (Class 1) and Significant (Class 2) Test Failure Results (TFRs). Vendor shall endeavor to resolve Minor (Class 3) TFRs during this phase; however, the requirement for Class 3 resolution is during the Closeout phase. Definition for each class are as follows:

•Severe - A Class 1 test failure is a severe defect that prevents, inhibits, or significantly impairs further testing or operation of the system.

•Significant - A Class 2 test failure is a significant defect that does not prevent further testing or has a minimal effect on normal operations of the system.

•Minor – A Class 3 test failure is a minor or isolated defect that does not impact or invalidate the testing or normal operations of the system.

14. Compliance Matrix Review and Update
15. Training Plan (Final)

5.0 Deploy/Go Live. 30% Payment Milestone.

Deploy: once all the test failures have been corrected, the Vendor shall install and configure the software and incorporate it into the live environment. Go Live: the system shall go live and be monitored for the first 30 days of operation. If Severe (Class 1) or Significant (Class 2) issues arise, the Go-Live period may be cancelled, extended or restarted. The Vendor shall be required to participate in the monitoring of the system and respond to issues so they are quickly resolved.

Deploy/Go Live Deliverables:

1. Conduct Training for all User Types
2. Document Procedures and Migrate Environment from Test to Production
3. QA/QC checklist Sign off
5. Update to Disaster Recovery Plan
6. Updates to Data Migration Plan and Actions-NOT REQUIRED
7. Delivery of all Documentation including User, System Admin, Maintenance, Installation and Training Manuals, (Revise Draft)
8. Deployment, Implementation, Configuration and Integration of the Vendor solution with all environments
8. System Acceptance Test (SAT)
9. Resolution of SAT TFRs
10. Go Live Schedule and Transition Plan
11. System Go Live
12. Technical Lead On-site During First Week of Go Live, or Longer if System Issues are Experienced
13. Revised (final) Copies of all Required Documentation including User and Training Manuals
14. Compliance Matrix Review and Update

6.0 Close. 5% Payment Milestone.

Obtain acceptance by CapMetro to formally close the project. Apply appropriate updates to project documents. Close out all procurement activities ensuring termination of all relevant agreements.

Close Deliverables:

1. Follow-up training on areas identified during Go Live and Training Documentation (Final)
2. Data dictionary and Entity Relationship Diagram (Final)
3. Network architecture diagram (Final)
4. All AIL items closed
5. Resolution of all Minor (Class 3) TFRs
6. Final Documentation for Environment Refresh (Develop-Test-Stage-Production)
7. Disaster Recovery Plan (Final)
8. Configuration Management Documents (CMD – Final)
9. APIs and all documentation related to all integrations (Final)
10. Warranty and Maintenance Procedure Review and Forms
11. As-builts: updates to any documentation including design document changes
12. Participation in Lessons Learned

Project Management. Vendor shall manage the project continuously beginning with the Notice to Proceed through Close, and shall lead the project and is expected to drive and manage all aspects of the project. CapMetro shall manage and coordinate all its resources. A full-time Project manager or technical lead is required to be onsite at least two weeks per month during each phase of the project. A PMP is preferred and shall be approved by CapMetro. Project Management Tasks:

7.0

1. Active Partnership with CapMetro in assuring Project Success
2. Onsite as needed (May Be Performed by Technical Lead Depending Upon Scheduled Activities By Agreement with CapMetro); Technical Lead will be onsite during pilot testing and resolution of any TFRs
3. Separate Lead Project Manager and Technical Lead for All Communication Regarding Work Under This Contract
4. Task Coordination with The Designated CapMetro project manager
5. Regular Communication with The Project Manager and any other staff designated to discuss progress, critical risk factors, schedule, or unique issues that may surface.
6. Specification of CapMetro’s staff resources needed for project success with at least two weeks' notice in advance within the project schedule.
8. Weekly Status Meetings with Updated Schedule and AIL
9. Review and Feedback of Change Requests as Needed
10. Monthly Risk Registry Updates
11. Monthly Management Review Meetings
12. Weekly Project Status Report
13. Monthly attendance and Status Presentation at Steering Committee Meetings
14. Responsible for ensuring all project documentation, including meeting minutes, AIL updates, project schedule and plans are kept updated in the CapMetro SharePoint site

1	**Hosted Environment -** Answer the following questions in the "Answer" column:	**Answer**
1.01	Is this application hosted via a public cloud such as Amazon, an infrastructure as a service (IaaS), or is it self-hosted?	
1.02	Does the vendor manage this equipment or does a hosting provider manage it?	
1.03	Network security - firewalls, intrusion detection systems:	
1.04	•Do you have IDS/IPS? Who manages these devices?	
1.05	•Are these shared resources between the vendor and other hosted customers?	
1.06	•Are they shared between all of this vendor's customers or are they specific to an individual customer?	
1.07	Data segregation - How do you ensure data security and prevent unauthorized access to data of one tenant by other tenant users?	
4	**Manuals - The manuals shall be customized specific to Capital Metro's environment, provided in Microsoft Word and PDF, and be updated when new releases are provided. include but are not limited to the list below. In the "Answer" column, indicate the manual to be provided and what it covers**	**Answer**
4.01	Design and Requirements Documentation	
4.02	Acceptance Test Criteria	
4.03	Systems Administration Manual	
4.04	Security User's Manual	
4.05	User's Manual	
4.06	Database Dictionary	
4.07	Database Entity Relationship Diagram	
4.08	Architecture Diagram	
4.09	Integration Manual	
4.1	Process Flows	
4.11	Systems Configuration Documentation	
4.12	Maintenance Procedures Manual	
4.13	Reporting Manual	
4.14	Software License Agreements	
4.15	System, Hardware, and Software Maintenance Agreement	
5	**Reliability.** The solution shall have a proven, low-maintenance reliability record on multiple existing similar transit systems for at least two (2) years; using the below criteria, specify in the "Answers" column the reliability rates of your solution:	**Answer**
5.01	Uptime of hosted backend solution	
6	**Accessibility** - Answer the following questions in the "Answer" column:	
6.01	Is solution compliant with current WCAG (Web Content Accessibility Guideline) 2.0 AA and Title II Web Accessibility standards?	
6.02	Describe methodology for ensuring that all customer- and staff- facing screens are compatible with screen reader technology using text-to-speech and/or a refreshable Braille display. Are compatibility tests 100% automated or are power users (with disabilities, familiar with text-to-speech/refreshable Braille displays) brought in to consult and if so, at what stage(s)? How do you ensure that screens make proper use of forms mode, contextual labels, image field descriptions, and curbed read back of meta data?	
6.03	Can all screens be altered by high contrast settings either native to the solution or using those built into current windows operating systems?	
6.04	Can font size of all customer- and staff-facing screens be adjusted for visibility?	
6.05	If applicable, do all CAPTCHA (or similar) anti-bot checks include an alternative audio challenge?	
6.06	Are all customer-facing screens presented in English and Spanish?	

Control Group	Control Heading	Original ID	Control Specification	Assessment Questions	Answer	Notes/Comment
Application & Interface Security	Application Security	AIS-01.2	Applications and programming interfaces (APIs) shall be designed, developed, deployed and tested in accordance with leading industry standards (e.g., OWASP for web applications) and adhere to applicable legal, statutory, or regulatory compliance obligations.	Do you use an automated source code analysis tool to detect security defects in code prior to production?		
		AIS-01.5		(SaaS only) Do you review your applications for security vulnerabilities and address any issues prior to deployment to production?		
	Customer Access Requirements	AIS-02.1	Prior to granting customers access to data, assets, and information systems, (removed all) identified security, contractual, and regulatory requirements for customer access shall be addressed.	Are all identified security, contractual, and regulatory requirements for customer access contractually addressed and remediated prior to granting customers access to data, assets, and information systems?		
				Does the application support role based data access control?		
	Data Integrity	AIS-03.1	Data input and output integrity routines (i.e., reconciliation and edit checks) shall be implemented for application interfaces and databases to prevent manual or systematic processing errors, corruption of data, or misuse.	Does your data management policies and procedures require audits to verify data input and output integrity routines?		
	Data Security / Integrity	AIS-04.1	Policies and procedures shall be established and maintained in support of data security to include (confidentiality, integrity and availability) across multiple system interfaces, jurisdictions and business functions to prevent improper disclosure, alternation, or destruction.	Is your Data Security Architecture designed using an industry standard (e.g., CDSA, MULITSAFE, CSA Trusted Cloud Architectural Standard, FedRAMP, CAESARS, PCI)? Specify the standards that you use.		
				Is customer data ever shared with or is visible to 3rd party vendors?		
				Does customer data ever leave the hosted environment?		
				Is the application PCI compliant?		
				Are credit card numbers masked to show only the last 4 digits?		
Audit Assurance & Compliance	Independent Audits	AAC-02.1	Independent reviews and assessments shall be performed at least annually to ensure that the organization addresses nonconformities of established policies, standards, procedures and compliance obligations.	Do you allow tenants to view your SOC2/ISO 27001 or similar third-party audit or certification reports?		

		AAC-02.2		Do you conduct network penetration tests of your cloud service infrastructure at least annually?
		AAC-02.3		Do you conduct application penetration tests of your cloud infrastructure regularly as prescribed by industry best practices and guidance?
	Information System Regulatory Mapping	AAC-03.1	Organizations shall create and maintain a control framework which captures standards, regulatory, legal, and statutory requirements relevant for their business needs. The control framework shall be reviewed at least annually to ensure changes that could affect the business processes are reflected.	Do you have the ability to logically segment or encrypt customer data such that data may be produced for a single tenant only, without inadvertently accessing another tenant's data?
		AAC-03.3		Do you have the capability to restrict the storage of customer data to specific countries or geographic locations?
		AAC-03.4		Do you have a program in place that includes the ability to monitor changes to the regulatory requirements in relevant jurisdictions, adjust your security program for changes to legal requirements, and ensure compliance with relevant regulatory requirements?
Change Control & Configuration Management	**Outsourced Development**	CCC-02.1	External business partners shall adhere to the same policies and procedures for change management, release, and testing as internal developers within the organization (e.g. ITIL service management processes).	Do you have controls in place to ensure that standards of quality are being met for all software development?
		CCC-02.2		Do you have controls in place to detect source code security defects for any outsourced software development activities?
	Management Quality Testing	CCC-03.3	Organization shall follow a defined quality change control and testing process (e.g. ITIL Service Management) with established baselines, testing and release standards which focus on system availability, confidentiality and integrity of systems and services	Are there policies and procedures in place to triage and remedy reported bugs and security vulnerabilities for product and service offerings?
		CCC-03.4		Are mechanisms in place to ensure that all debugging and test code elements are removed from released software versions?

	Unauthorized Software Installations	CCC-04.1	Policies and procedures shall be established, and supporting business processes and technical measures implemented, to restrict the installation of unauthorized software on organizationally-owned or managed user end-point devices (e.g., issued workstations, laptops, and mobile devices) and IT infrastructure network and systems components.	Do you have controls in place to restrict and monitor the installation of unauthorized software onto your systems?
Data Security & Information Lifecycle Management	**Classifications, eCommerce Transactions, Data Inventory / Flows**	DSI-01.3	Data and objects containing data shall be assigned a classification by the data owner based on data type, value, sensitivity, and criticality to the organization.	Do you have a capability to use system geographic location as an authentication factor?
		DSI-01.5		Can you provide the physical location/geography of storage of a tenant's data in advance?
		DSI-02.1	Policies and procedures shall be established to inventory, document, and maintain data flows for data that is resident (permanently or temporarily) within the service's applications and infrastructure network and systems. In particular, providers shall ensure that data that is subject to geographic residency requirements not be migrated beyond its defined bounds.	Do you inventory, document, and maintain data flows for data that is resident (permanent or temporary) within the services' applications and infrastructure network and systems?
		DSI-03.1	Data related to electronic commerce (e-commerce) that traverses public networks shall be appropriately classified and protected from fraudulent activity, unauthorized disclosure, or modification in such a manner to prevent contract dispute and compromise of data.	Do you provide standardized (e.g. ISO/IEC) non-proprietary encryption algorithms (3DES, AES, etc.) to tenants in order for them to protect their data if it is required to move through public networks (e.g., the Internet)?
		DSI-03.2		Do you utilize open encryption methodologies any time your infrastructure components need to communicate with each other via public networks (e.g., Internet-based replication of data from one environment to another)?
	Nonproduction Data	DSI-05.1	Production data shall not be replicated or used in non-production environments.	Do you have procedures in place to ensure production data shall not be replicated or used in non-production environments?
	Secure Disposal	DSI-07.1	Any use of customer data in non-production environments requires explicit, documented approval from all customers whose data is affected, and must comply with all legal and regulatory requirements for scrubbing of sensitive data elements.	Do you support the secure deletion (e.g., degaussing/cryptographic wiping) of archived and backed-up data?

		DSI-07.2		Can you provide a published procedure for exiting the service arrangement, including assurance to sanitize all computing resources of tenant data once a customer has exited your environment or has vacated a resource?
Datacenter Security	**Asset Management**	DCS-01.1	Assets must be classified in terms of business criticality, service-level expectations, and operational continuity requirements. A complete inventory of business-critical assets located at all sites and/or geographical locations and their usage over time shall be maintained and updated regularly, and assigned ownership y defined roles and responsibilities.	Do you maintain a complete inventory of all of your critical assets located at all sites/ or geographical locations and their assigned ownership?
	Controlled Access Points	DCS-02.1	Physical security perimeters (e.g., fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks, and security patrols) shall be implemented to safeguard sensitive data and information systems.	Are physical security perimeters (e.g., fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks, and security patrols) implemented for all areas housing sensitive data and information systems?
	User Access	DCS-09.1	Physical access to information assets and functions by users and support personnel shall be restricted.	Do you restrict physical access to information assets and functions by users and support personnel?
				Does all remote access require 2 Factor authentication?
Encryption & Key Management				What is the encryption methodology and ciphers used to protect the data?
	Key Generation	EKM-02.1	Policies and procedures shall be established for the management of cryptographic keys in the service's cryptosystem (e.g., lifecycle management from key generation to revocation and replacement, public key infrastructure, cryptographic protocol design and algorithms used, access controls in place for secure key generation, and exchange and storage including segregation of keys used for encrypted data or sessions). Upon request, provider shall inform the customer (tenant) of changes within the cryptosystem, especially if the customer (tenant) data is used as part of the service, and/or the customer (tenant) has some shared responsibility over implementation of the control.	Do you have a capability to allow creation of unique encryption keys per tenant?
		EKM-02.3		Do you maintain key management procedures?

	Encryption	EKM-03.1	Policies and procedures shall be established, and supporting business processes and technical measures implemented, for the use of encryption protocols for protection of sensitive data in storage (e.g., file servers, databases, and end-user workstations) and data in transmission (e.g., system interfaces, over public networks, and electronic messaging) as per applicable legal, statutory, and regulatory compliance obligations.	Do you encrypt tenant data at rest (on disk/storage) within your environment?
		EKM-03.4		Do you have documentation establishing and defining your encryption management policies, procedures and guidelines?
Governance and Risk Management	**Baseline Requirements**	GRM-01.1	Baseline security requirements shall be established for developed or acquired, organizationally-owned or managed, physical or virtual, applications and infrastructure system and network components that comply with applicable legal, statutory and regulatory compliance obligations. Deviations from standard baseline configurations must be authorized following change management policies and procedures prior to deployment, provisioning, or use. Compliance with security baseline requirements must be reassessed at least annually unless an alternate frequency has been established and established and authorized based on business need.	Do you have documented information security baselines for every component of your infrastructure (e.g., hypervisors, operating systems, routers, DNS servers, etc.)?

		GRM-04.1	An Information Security Management Program (ISMP) shall be developed, documented, approved, and implemented that includes administrative, technical, and physical safeguards to protect assets and data from loss, misuse, unauthorized access, disclosure, alteration, and destruction. The security program shall include, but not be limited to, the following areas insofar as they relate to the characteristics of the business: • Risk management • Security policy • Organization of information security • Asset management • Human resources security • Physical and environmental security • Communications and operations management • Access control • Information systems acquisition, development, and maintenance	Do you provide tenants with documentation describing your Information Security Management Program (ISMP)?
	Policy	GRM-06.1	Information security policies and procedures shall be established and made readily available for review by all impacted personnel and external business relationships. Information security policies must be authorized by the organization's business leadership (or other accountable business role or function) and supported by a strategic business plan and an information security management program inclusive of defined information security roles and responsibilities for business leadership.	Are your information security policies and procedures made available to all impacted personnel and business partners, authorized by accountable business role/function and supported by the information security management program as per industry best practices (e.g. ISO 27001, SOC 2)?
	Policy Enforcement	GRM-07.1	A formal disciplinary or sanction policy shall be established for employees who have violated security policies and procedures. Employees shall be made aware of what action might be taken in the event of a violation, and disciplinary measures must be stated in the policies and procedures.	Is a formal disciplinary or sanction policy established for employees who have violated security policies and procedures?

	Policy Reviews	GRM-09.1	The organization's business leadership (or other accountable business role or function) shall review the information security policy at planned intervals or as a result of changes to the organization to ensure its continuing alignment with the security strategy, effectiveness, accuracy, relevance, and applicability to legal, statutory, or regulatory compliance obligations.	Do you notify your tenants when you make material changes to your information security and/or privacy policies?
		GRM-09.2		Do you perform, at minimum, annual reviews to your privacy and security policies?
Human Resources	**Asset Returns**	HRS-01.1	Upon termination of workforce personnel and/or expiration of external business relationships, all organizationally-owned assets shall be returned within an established period.	Upon termination of contract or business relationship, are employees and business partners adequately informed of their obligations for returning organizationally-owned assets?
	Background Screening	HRS-02.1	Pursuant to local laws, regulations, ethics, and contractual constraints, all employment candidates, contractors, and third parties shall be subject to background verification proportional to the data classification to be accessed, the business requirements, and acceptable risk.	Pursuant to local laws, regulations, ethics, and contractual constraints, are all employment candidates, contractors, and involved third parties subject to background verification?
	Employment Agreements	HRS-03.1	Employment agreements shall incorporate provisions and/or terms for adherence to established information governance and security policies and must be signed by newly hired or on-boarded workforce personnel (e.g., full or part-time employee or contingent staff) prior to granting workforce personnel user access to corporate facilities, resources, and assets.	Do your employment agreements incorporate provisions and/or terms in adherence to established information governance and security policies?
		HRS-03.3		Do you specifically train your employees regarding their specific role and the information security controls they must fulfill? Are all personnel required to sign NDA or Confidentiality Agreements as a condition of employment to protect customer/tenant information?
	Employment Termination	HRS-04.1	Roles and responsibilities for performing employment termination or change in employment procedures shall be assigned, documented, and communicated.	Are documented policies, procedures, and guidelines in place to govern change in employment and/or termination?

	Training / Awareness	HRS-09.5	A security awareness training program shall be established for all contractors, third-party users, and employees of the organization and mandated when appropriate. All individuals with access to organizational data shall receive appropriate awareness training and regular updates in organizational procedures, processes, and policies relating to their professional function relative to the organization.	Are personnel trained and provided with awareness programs at least once a year?
Identity & Access Management	**Audit Tools Access**	IAM-01.1	Access to, and use of, audit tools that interact with the organization's information systems shall be appropriately segmented and restricted to prevent compromise and misuse of log data.	Do you restrict, log, and monitor access to your information security management systems (e.g., hypervisors, firewalls, vulnerability scanners, network sniffers, APIs, etc.)?
		IAM-01.2		Do you monitor and log privileged access (e.g., administrator level) to information security management systems?
	User Access Policy	IAM-02.1	User access policies and procedures shall be established, and supporting business processes and technical measures implemented, for ensuring appropriate identity, entitlement, and access management for all internal corporate and customer (tenant) users with access to data and organizationally-owned or managed (physical and virtual) application interfaces and infrastructure network and systems components. These policies, procedures, processes, and measures must incorporate the following: • Procedures and supporting roles and responsibilities for provisioning and de-provisioning user account entitlements following the rule of least privilege based on job function (e.g., internal employee and contingent staff personnel changes, customer-controlled access, suppliers' business relationships, or other third-party business relationships) • Business case considerations for higher levels of assurance and multi-factor authentication secrets (e.g., management interfaces, key generation, remote access, segregation of duties, emergency access, large-scale provisioning or geographically-distributed deployments, and personnel redundancy for critical systems) • Access segmentation to sessions and data in multi-	Do you have controls in place ensuring timely removal of systems access that is no longer required for business purposes?

Diagnostic / Configuration Ports Access	IAM-03.1	User access to diagnostic and configuration ports shall be restricted to authorized individuals and applications.	Do you use dedicated secure networks to provide management access to your cloud service infrastructure?
Policies and Procedures	IAM-04.1	Policies and procedures shall be established to store and manage identity information about every person who accesses IT infrastructure and to determine their level of access. Policies shall also be developed to control access to network resources based on user identity.	Do you manage and store the identity of all personnel who have access to the IT infrastructure, including their level of access?
Source Code Access Restriction	IAM-06.1	Access to the organization's own developed applications, program, or object source code, or any other form of intellectual property (IP), and use of proprietary software shall be appropriately restricted following the rule of least privilege based on job function as per established user access policies and procedures.	Are controls in place to prevent unauthorized access to your application, program, or object source code, and assure it is restricted to authorized personnel only?
	IAM-06.2		Are controls in place to prevent unauthorized access to tenant application, program, or object source code, and assure it is restricted to authorized personnel only?
Third Party Access	IAM-07.7	The identification, assessment, and prioritization of risks posed by business processes requiring third-party access to the organization's information systems and data shall be followed by coordinated application of resources to minimize, monitor, and measure likelihood and impact of unauthorized or inappropriate access. Compensating controls derived from the risk analysis shall be implemented prior to provisioning access.	Do you share your business continuity and redundancy plans with your tenants?
	IAM-08.1	Policies and procedures are established for permissible storage and access of identities used for authentication to ensure identities are only accessible based on rules of least privilege and replication limitation only to users explicitly defined as business necessary.	Do you document how you grant, approve and enforce access restrictions to tenant/customer credentials following the rules of least privilege?

🟩	**User Access Reviews**	IAM-10.1	User access shall be authorized and revalidated for entitlement appropriateness, at planned intervals, by the organization's business leadership or other accountable business role or function supported by evidence to demonstrate the organization is adhering to the rule of least privilege based on job function. For identified access violations, remediation must follow established user access policies and procedures.	Do you require a periodical authorization and validation (e.g. at least annually) of the entitlements for all system users and administrators (exclusive of users maintained by your tenants), based on the rule of least privilege, by business leadership or other accountable business role or function?
	User Access Revocation	IAM-11.1	Timely de-provisioning (revocation or modification) of user access to data and organizationally-owned or managed (physical and virtual) applications, infrastructure systems, and network components, shall be implemented as per established policies and procedures and based on user's change in status (e.g., termination of employment or other business relationship, job change or transfer). Upon request, provider shall inform customer (tenant) of these changes, especially if customer (tenant) data is used as part the service and/or customer (tenant) has some shared responsibility over implementation of control.	Is timely deprovisioning, revocation, or modification of user access to the organizations systems, information assets, and data implemented upon any change in status of employees, contractors, customers, business partners, or involved third parties?

	User ID Credentials	IAM-12.1	Internal corporate or customer (tenant) user account credentials shall be restricted as per the following, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures: • Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation) • Account credential lifecycle management from instantiation through revocation • Account credential and/or identity store minimization or re-use when feasible • Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expirable, non-shared authentication secrets)	Do you support use of, or integration with, existing customer-based Single Sign On (SSO) solutions to your service?
		IAM-12.3		Do you support identity federation standards (SAML, SPML, WS-Federation, etc.) as a means of authenticating/authorizing users?
		IAM-12.8		Do you support password (minimum length, age, history, complexity) and account lockout (lockout threshold, lockout duration) policy enforcement?
		IAM-12.11		Do you have mechanisms in place for unlocking accounts that have been locked out (e.g., self-service via email, defined challenge questions, manual unlock)?
Infrastructure & Virtualization Security	**Audit Logging / Intrusion Detection**	IVS-01.1	Higher levels of assurance are required for protection, retention, and lifecycle management of audit logs, adhering to applicable legal, statutory or regulatory compliance obligations and providing unique user access accountability to detect potentially suspicious network behaviors and/or file integrity anomalies, and to support forensic investigative capabilities in the event of a security breach.	Are file integrity (host) and network intrusion detection (IDS) tools implemented to help facilitate timely detection, investigation by root cause analysis, and response to incidents?
		IVS-01.2		Is physical and logical user access to audit logs restricted to authorized personnel?
		IVS-01.5		Are audit logs reviewed on a regular basis for security events (e.g., with automated tools)?

Clock Synchronization	IVS-03.1	A reliable and mutually agreed upon external time source shall be used to synchronize the system clocks of all relevant information processing systems to facilitate tracing and reconstitution of activity timelines.	Do you use a synchronized time-service protocol (e.g., NTP) to ensure all systems have a common time reference?
OS Hardening and Base Controls	IVS-07.1	Each operating system shall be hardened to provide only necessary ports, protocols, and services to meet business needs and have in place supporting technical controls such as: antivirus, file integrity monitoring, and logging as part of their baseline operating build standard or template.	Are operating systems hardened to provide only the necessary ports, protocols, and services to meet business needs using technical controls (e.g., antivirus, file integrity monitoring, and logging) as part of their baseline build standard or template?
Production / Non-Production Environments	IVS-08.1	Production and non-production environments shall be separated to prevent unauthorized access or changes to information assets. Separation of the environments may include: stateful inspection firewalls, domain/realm authentication sources, and clear segregation of duties for personnel accessing these environments as part of their job duties.	For your SaaS or PaaS offering, do you provide tenants with separate environments for production and test processes?
	IVS-08.3		Do you logically and physically segregate production and non-production environments?
Segmentation	IVS-09.1	Multi-tenant organizationally-owned or managed (physical and virtual) applications, and infrastructure system and network components, shall be designed, developed, deployed and configured such that provider and customer (tenant) user access is appropriately segmented from other tenant users, based on the following considerations: • Established policies and procedures • Isolation of business critical assets and/or sensitive user data and sessions that mandate stronger internal controls and high levels of assurance • Compliance with legal, statutory and regulatory compliance obligations	Are system and network environments protected by a firewall or virtual firewall to ensure business and customer security requirements?

	VMM Security - Hypervisor Hardening	IVS-11.1	Access to all hypervisor management functions or administrative consoles for systems hosting virtualized systems shall be restricted to personnel based upon the principle of least privilege and supported through technical controls (e.g., two-factor authentication, audit trails, IP address filtering, firewalls, and TLS encapsulated communications to the administrative consoles).	Do you restrict personnel access to all hypervisor management functions or administrative consoles for systems hosting virtualized systems based on the principle of least privilege and supported through technical controls (e.g., two-factor authentication, audit trails, IP address filtering, firewalls and TLS-encapsulated communications to the administrative consoles)?
	Wireless Security	IVS-12.1		Are policies and procedures established and mechanisms configured and implemented to protect the wireless network environment perimeter and to restrict unauthorized wireless traffic?
		IVS-12.2		Are policies and procedures established and mechanisms implemented to ensure wireless security settings are enabled with strong encryption for authentication and transmission, replacing vendor default settings (e.g., encryption keys, passwords, SNMP community strings)?
		IVS-12.3		Are policies and procedures established and mechanisms implemented to protect wireless network environments and detect the presence of unauthorized (rogue) network devices for a timely disconnect from the network?
Interoperability & Portability	**APIs**	IPY-01.1	The provider shall use open and published APIs to ensure support for interoperability between components and to facilitate migrating applications.	Do you publish a list of all APIs available in the service and indicate which are standard and which are customized?
	Standardized Network Protocols	IPY-04.1	The provider shall use secure (e.g., non-clear text and authenticated) standardized network protocols for the import and export of data and to manage the service, and shall make available a document to consumers (tenants) detailing the relevant interoperability and portability standards that are involved.	Can data import, data export and service management be conducted over secure (e.g., non-clear text and authenticated), industry accepted standardized network protocols?
Mobile Security	**Approved Applications**	MOS-03.1	The company shall have a documented policy prohibiting the installation of non-approved applications or approved applications not obtained through a pre-identified application store.	Do you have a policy enforcement capability (e.g., XACML) to ensure that only approved applications and those from approved application stores can be loaded onto a mobile device?

	Awareness and Training	MOS-05	The provider shall have a documented mobile device policy that includes a documented definition for mobile devices and the acceptable usage and requirements for all mobile devices. The provider shall post and communicate the policy and requirements through the company's security awareness and training program.	Do you have a documented mobile device policy in your employee training that clearly defines mobile devices and the accepted usage and requirements for mobile devices?
Security Incident Management, E-Discovery, & Cloud Forensics	**Incident Management**	SEF-02.1	Policies and procedures shall be established, and supporting business processes and technical measures implemented, to triage security-related events and ensure timely and thorough incident management, as per established IT service management policies and procedures.	Do you have a documented security incident response plan?
				Do you have a dedicated security team?
		SEF-02.4		Have you tested your security incident response plans in the last year?
	Incident Reporting	SEF-03.1	Workforce personnel and external business relationships shall be informed of their responsibility and, if required, shall consent and/or contractually agree to report all information security events in a timely manner. Information security events shall be reported through predefined communications channels in a timely manner adhering to applicable legal, statutory, or regulatory compliance obligations.	Are workforce personnel and external business relationships adequately informed of their responsibility, and, if required, consent and/or contractually required to report all information security events in a timely manner?
				What is your SLA for security incident notification?
		SEF-03.2		Do you have predefined communication channels for workforce personnel and external business partners to report incidents in a timely manner adhering to applicable legal, statutory, or regulatory compliance obligations?
				Does your logging and monitoring framework allow isolation of an incident to specific tenants?

	Incident Response Legal Preparation	SEF-04.2	Proper forensic procedures, including chain of custody, are required for the presentation of evidence to support potential legal action subject to the relevant jurisdiction after an information security incident. Upon notification, customers and/or other external business partners impacted by a security breach shall be given the opportunity to participate as is legally permissible in the forensic investigation.	Does your incident response capability include the use of legally admissible forensic data collection and analysis techniques?
		SEF-04.3		Are you capable of supporting litigation holds (freeze of data from a specific point in time) for a specific tenant without freezing other tenant data?
		SEF-04.4		Do you enforce and attest to tenant data separation when producing data in response to legal subpoenas? Are systems in place to monitor for privacy breaches and notify tenants expeditiously if a privacy event may have impacted their data?
Supply Chain Management, Transparency, and Accountability	**Data Quality and Integrity**	STA-01.2	Providers shall inspect, account for, and work with their cloud supply-chain partners to correct data quality errors and associated risks. Providers shall design and implement controls to mitigate and contain data security risks through proper separation of duties, role-based access, and least-privilege access for all personnel within their supply chain.	Do you design and implement controls to mitigate and contain data security risks through proper separation of duties, role-based access, and least-privileged access for all personnel within your supply chain?
	Incident Reporting	STA-02.1	The provider shall make security incident information available to all affected customers and providers periodically through electronic methods (e.g. portals).	Do you make security incident information available to all affected customers and providers periodically through electronic methods (e.g., portals)?
	Network / Infrastructure Services	STA-03.1	Business-critical or customer (tenant) impacting (physical and virtual) application and system-system interface (API) designs and configurations, and infrastructure network and systems components, shall be designed, developed, and deployed in accordance with mutually agreed-upon service and capacity-level expectations, as well as IT governance and service management policies and procedures.	Do you collect capacity and use data for all relevant components of your cloud service offering?

Third Party Agreements	STA-05.4	Supply chain agreements (e.g., SLAs) between providers and customers (tenants) shall incorporate at least the following mutually-agreed upon provisions and/or terms: • Scope of business relationship and services offered (e.g., customer (tenant) data acquisition, exchange and usage, feature sets and functionality, personnel and infrastructure network and systems components for service delivery and support, roles and responsibilities of provider and customer (tenant) and any subcontracted or outsourced business relationships, physical geographical location of hosted services, and any known regulatory compliance considerations) • Information security requirements, provider and customer (tenant) primary points of contact for the duration of the business relationship, and references to detailed supporting and relevant business processes and technical measures implemented to enable effectively governance, risk management, assurance and legal, statutory and regulatory compliance obligations by all impacted business relationships • Notification and/or pre-authorization of any changes controlled by the provider with customer (tenant) impacts • Timely notification of a security incident (or	Do third-party agreements include provision for the security and protection of information and assets?
	STA-05.5		Do you have the capability to recover data for a specific customer in the case of a failure or data loss?
Supply Chain Metrics	STA-07.4	Policies and procedures shall be implemented to ensure the consistent review of service agreements (e.g., SLAs) between providers and customers (tenants) across the relevant supply chain (upstream/downstream). Reviews shall performed at least annually and identity non-conformance to established agreements. The reviews should result in actions to address service-level conflicts or inconsistencies resulting from disparate supplier relationships.	Do you provide tenants with ongoing visibility and reporting of your operational Service Level Agreement (SLA) performance?

	Third Party Audits	STA-09.1	Third-party service providers shall demonstrate compliance with information security and confidentiality, access control, service definitions, and delivery level agreements included in third-party contracts. Third-party reports, records, and services shall undergo audit and review at least annually to govern and maintain compliance with the service delivery agreements.	Do you mandate annual information security reviews and audits of your third party providers to ensure that all agreed upon security requirements are met?
		STA-09.2		Do you have external third party services conduct vulnerability scans and periodic penetration tests on your applications and networks?
Threat and Vulnerability Management	**Antivirus / Malicious Software**	TVM-01.1	Policies and procedures shall be established, and supporting business processes and technical measures implemented, to prevent the execution of malware on organizationally-owned or managed user end-point devices (i.e., issued workstations, laptops, and mobile devices) and IT infrastructure network and systems components.	Do you have anti-malware programs that support or connect to your cloud service offerings installed on all of your IT infrastructure network and systems components?
	Vulnerability / Patch Management	TVM-02.1	Policies and procedures shall be established, and supporting processes and technical measures implemented, for timely detection of vulnerabilities within organizationally-owned or managed applications, infrastructure network and system components (e.g. network vulnerability assessment, penetration testing) to ensure the efficiency of implemented security controls. A risk-based model for prioritizing remediation of identified vulnerabilities shall be used. Changes shall be managed through a change management process for all vendor-supplied patches, configuration changes, or changes to the organization's internally developed software. Upon request, the provider informs customer (tenant) of policies and procedures and identified weaknesses especially if customer (tenant) data is used as part the service and/or customer (tenant) has some shared responsibility over implementation of control.	Do you conduct network-layer vulnerability scans regularly as prescribed by industry best practices? How often do you perform vulnerability scans?

			What is your security patch process and how often do you push updates?
			Will the customers be impacted during updates and maintenance windows?
			Do you have a process for notifying customers of updates and maintenance?
	TVM-02.2		Do you conduct application-layer vulnerability scans regularly as prescribed by industry best practices?
	TVM-02.3		Do you conduct local operating system-layer vulnerability scans regularly as prescribed by industry best practices?
	TVM-02.5		Do you have a capability to patch vulnerabilities across all of your computing devices, applications, and systems?
Mobile Code	TVM-03.1	Policies and procedures shall be established, and supporting business processes and technical measures implemented, to prevent the execution of unauthorized mobile code, defined as software transferred between systems over a trusted or untrusted network and executed on a local system without explicit installation or execution by the recipient, on organizationally-owned or managed user end-point devices (e.g., issued workstations, laptops, and mobile devices) and IT infrastructure network and systems components.	Is mobile code authorized before its installation and use, and the code configuration checked, to ensure that the authorized mobile code operates according to a clearly defined security policy?

The following is a preliminary list of required integrations. This list is not exhaustive and integrations and/or interfaces may be added or removed throughout the course of the project.

Name of System / Application to be integrated	Direction of integration (From where to where)	Known details of integration - what is to be integrated.
Azure AD	Azure AD to IDM	Syncing from local AD
AD	AD to IDM	AD syncing to Azure
Fastpath	IDM to Fastpath	Fastpath is currently SOD software connected to Oracle HSM using third party connector
Oracle HSM	Oracle to IDM	
Oracle SOD	IDM to Oracle	Future possibility

Azure
Fastpath
Oracle Onboarding
Oracle SOD

Definitions

1.01	Project Management Plan - Outlines vendor's approach to day to day project management, including risk management, budget and schedule management, communication management and change management
1.02	System Implementation Plan - Outlines the vendor's approach to implementing (via Traditional or Hybrid Agile) the required system components and modules
1.03	Disaster Recovery Plan - Outlines the vendor's approach to recovering lost data due to external or internal system failure, including archived data
1.04	Quality Assurance Plan - Outlines the vendor's approach to reviewing work product, including configurations, to ensure they meet Capital Metro requirements and specifications
1.05	Integration Design Plan - Outlines the vendor's approach to successfully fulfilling the requirements for internal and external integrations
1.06	Risk Management Plan - Outlines the vendor's approach to identifying and mitigating risk throughout the project
1.07	Test Plan - Outlines the vendor's approach to all testing throughout the lifecycle of the project, including development of test processes, scripts and approach to execution

EXHIBIT IT - 1

PROPRIETARY RIGHTS AND DATA SECURITY ADDENDUM

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

1. DEFINITIONS

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

(a) "Authority Data" means all data, content or information, in any form or format, including interim, Processed, compiled, summarized, or derivative versions of such data, content or information, and any insights that may be learned from such data, content or information, that may exist in any system, database, or record that is either

(i) provided by or on behalf of the Authority or its customers to the Contractor, or

(ii) is obtained, developed, produced or Processed by the Contractor or its systems, in each of (i) and (ii) in connection with the relationship or arrangements established by the Contract, but excluding any data or information that is expressly defined as owned by the Contractor in the Contract.

(b) "Authority Electronic Property" means:

(i) any websites controlled by the Authority,

(ii) any Authority mobile device apps,

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

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

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

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

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

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

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

(g) "Remediation Efforts" means, with respect to any Security Incident, activities designed to remedy a Security Incident which may be required by a Data Law or by the Authority's or the Contractor's policies or procedures, or which may otherwise be necessary, reasonable or appropriate under the circumstances, commensurate with the nature of such Security Incident. Remediation Efforts may include:

(i) development and delivery of legal notices to affected individuals or other third parties;

(ii) establishment and operation of toll-free telephone numbers for affected individuals to receive specific information and assistance;

(iii) procurement of credit monitoring, credit or identity repair services and identity theft insurance from third parties that provide such services for affected individuals;

(iv) provision of identity theft insurance for affected individuals;

(v) cooperation with and response to regulatory, government and/or law enforcement inquiries and other similar actions;

(vi) undertaking of investigations (internal or in cooperation with a governmental body) of such Security Incident, including forensics;

(vii) public relations and other crisis management services; and

(viii) cooperation with and response to litigation with respect to such Security Incident (including, but not limited to, class action suits or similar proceedings); and in each case of examples (i) through (viii), payment of legal costs, disbursements, fines, settlements and damages.

(h) "Security Incident" means:

(i) the loss or misuse of Authority Data and/or the Authority Electronic Property;

(ii) the inadvertent, unauthorized, or unlawful processing, alteration, corruption, sale, rental, or destruction of the Authority Data and/or the Authority Electronic Property;

(iii) unauthorized access to internal resources;

(iv) programmatic manipulation of a system or network to attack a third party;

(v) elevation of system privileges without authorization;

(vi) unauthorized use of system resources;

(vii) denial of service to a system or network; or

(viii) any potential or confirmed exposure (which may stem from an act or omission to act) that would result in any of the events described in (i) through (viiii).

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

(j) "Security Procedures" means statements of the step-by-step actions taken to achieve and maintain compliance with Security Requirements.

(k) "Security Requirements" means the security requirements set forth below in Section 7 of this Addendum and any security requirements requested by the Authority from time to time.

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

2. FISMA COMPLIANCE

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

3. AUTHORITY DATA

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

4. PERSONAL IDENTIFYING INFORMATION

The Contractor will comply with any Data Laws relating to the use, safeguarding, or Processing of any Personal Identifying Information, including any requirement to give notice to or obtain consent of the individual. In Processing any Personal Identifying Information, the Contractor will at all times comply with any posted privacy policy or other representations made to the person to whom the information is identifiable, and to communicate any limitations required thereby to any authorized receiving party (including any modifications thereto) in compliance with all Data Laws. The Contractor will ensure that any such receiving party abides by any such limitations, in addition to the requirements of the Agreement. Notwithstanding the foregoing, the Contractor represents and warrants that Personal Identifying Information will not be Processed, transmitted, or stored outside of the United States. The Contractor shall take reasonable steps to maintain the confidentiality of and will not reveal or divulge to any person or entity any Personal Identifying Information that becomes known to it during the term of this Contract. The Contractor must maintain policies and programs that prohibit unauthorized disclosure of Personal Identifying Information by its employees and subcontractors and promote training and awareness of information security policies and practices. The Contractor must comply, and must cause its employees, representatives, agents, and subcontractors to comply, with such commercially and operationally reasonable directions as the Authority may make to promote the safeguarding or confidentiality of Personal Identifying Information. The Contractor must conduct background checks for employees or sub-Contractors that have access to Personal Identifying Information or systems Processing Personal Identifying Information. The Contractor must limit access to computers and networks that host Personal Identifying Information, including without limitation through user credentials and strong passwords, data encryption both during transmission and at rest, firewall rules, and network-based intrusion detection systems. In addition to the foregoing, to the extent that any Personal Identifying Information qualifies as Protected Health Information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA," found at Public Law 104-191), and certain privacy and security regulations promulgated by the U.S. Department of Health and Human Services to implement certain provisions of HIPAA and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and its implementing regulations found in the Omnibus Final Rule (collectively the "HIPAA Regulations") found at 45 C.F.R. Parts 160, 162 and 164, the Contractor will execute and abide by the rights and obligations set forth in the Business Associate Agreement of the Authority.

5. NO IMPLIED RIGHTS

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

6. PROHIBITED INTERNET PRACTICES

The Contractor will not, and will not authorize or encourage any third party to, directly or indirectly:

(a) use any automated, deceptive or fraudulent means to generate impressions, click-throughs, or any other actions in relation to advertisements or Internet promotions on Authority Electronic Property or in relation to advertisements or Internet promotions of the Authority (or its products or services) on third party websites; or

(b) collect or Process data from an Authority Electronic Property other than as has been expressly authorized by the Authority in the Agreement or another written agreement with the Authority. Except as expressly allowed in the Agreement, the Contractor will not “screen-scrape” Authority Electronic Property or conduct any automated extraction of data from Authority Electronic Property or tracking of activity on Authority Electronic Property.

7. SECURITY REQUIREMENTS

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

8. DATA SEGREGATION AND ACCESS

The Contractor will physically or logically segregate stored Authority Data from other data and will ensure that access to Authority Data is restricted to only authorized personnel through security measures. The

Contractor will establish and maintain appropriate internal policies, procedures and systems that are reasonably designed to prevent the inappropriate use or disclosure of Authority Data.

9. PCI COMPLIANCE

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

10. SECURITY REVIEWS AND AUDITS

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

11. SECURITY INCIDENTS

The Contractor will timely and promptly notify the Authority upon discovering or otherwise learning of a Security Incident involving the Authority Data or the Authority Electronic Property, to the extent within the Contractor's access, possession or control. Following any Security Incident, the Contractor will consult in good faith with the Authority regarding Remediation Efforts that may be necessary and reasonable. The Contractor will:

(a) at the Authority's direction undertake Remediation Efforts at the Contractor's sole expense and reimburse the Authority for its reasonable costs and expenses in connection with any Remediation Efforts it elects to undertake,

(b) ensure that such Remediation Efforts provide for, without limitation, prevention of the recurrence of the same type of Security Incident, and

(c) reasonably cooperate with any Remediation Efforts undertaken by the Authority.

(d) Without limiting the foregoing, the Contractor will:

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

(ii) timely share with the Authority any Security Incident-related information, reports, forensic evidence and due diligence obtained from the investigation into the Security Incident and cooperate with the Authority in response to regulatory, government and/or law enforcement inquiries and other similar actions, (iii) cooperate with the Authority with respect to any public relations and other crisis management services, and litigation with respect to such Security Incident (including, but not limited to, class action suits or similar proceedings); and in each instance of Security Incident, be liable and responsible for payment of legal costs, disbursements, fines, settlements and damages. To the extent that the Authority is bound to comply with any interlocal agreements pertaining to shared information (including the Authority Data), the Contractor agrees that it will comply with, and cooperate with the Authority in its compliance, with all rights and obligations pertaining to the Authority Data and/or the Authority Electronic Property under such interlocal agreements.

12. NOTICE TO THE AUTHORITY CUSTOMERS AND EMPLOYEES

Any notifications to any of the Authority's customers or employees regarding Security Incidents will be handled exclusively by the Authority and the Contractor may not under any circumstances contact the Authority's customers or employees relating to such Security Incident unless the Contractor is under a legal obligation to do so, in which event:

(a) the Contractor must notify the Authority in writing promptly after concluding that the Contractor has the legal obligation to notify such customers or employees and explain in such notice to the Authority the basis for the legal obligation and

(b) the Contractor will limit the notices to any of the Authority's customers and employees to those required by the legal obligation or as pre-approved by the Authority.

(c) The Contractor will reasonably cooperate in connection with notices to the Authority's customers and employees regarding a Security Incident and the Contractor will assist with sending such notices if so requested by the Authority.

13. EQUITABLE RELIEF

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

EXHIBIT IT - 2
ACCESS AND USE AGREEMENT

This Access and Use Agreement (this "Agreement") is entered into as of the effective date set forth on the signatory page between the undersigned person identified as the "Contractor" and Capital Metro Transportation Authority ("the Authority") concerning the terms and conditions under which the Authority will provide the Contractor with limited access and use of the Authority Data and/or the Authority Electronic Property in conjunction with the Contractor's performance of the Contract. The parties acknowledge and agree to the following terms and conditions:

1. DEFINITIONS

For purposes of this Agreement, capitalized terms shall have the meaning set forth below:

(a) "Applicable Laws" means any and all applicable statutes, laws, treaties, rules, codes, ordinances, regulations, permits, interpretations, or orders of any Federal, state, or local governmental authority having jurisdiction over the Authority's or the Contractor's business the Contract, and the parties all as in effect as of the date of the Contract and as amended during the term of the Contract.

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

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

(d) "Confidential Information" as used herein, shall mean and include, without limitation: (i) any information concerning the Authority, which is provided by or on behalf of the Authority to the Contractor, such as accounting and financial data, product, marketing, development, pricing and related business plans and budgets, and all of the information and plans related to the Authority's business, which are not published; (ii) all Authority Data; and (iii) the Authority Electronic Property.

(e) "Contract" means that certain contract for products and services entered into between the Contractor and Authority to which this Agreement is attached or incorporated by reference. The applicable reference number for the Contract may be set forth in the signatory page to this Agreement.

(f) "Remediation Efforts" means, with respect to any Security Incident, activities designed to remedy a Security Incident, which may be required by Applicable Law or by the Authority's or the Contractor's policies or procedures or under the Security Requirements, or which may otherwise be necessary, reasonable or appropriate under the circumstances, commensurate with the nature of such Security Incident.

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

(h) "Security Requirements" means security measures under Applicable Laws, industry best practices and other reasonable physical, technical and administrative safeguards, procedures, protocols, requirements and obligations related to facility and network security in order to protect the Authority Data and the Authority Electronic Property from unauthorized processing, destruction, modification, distribution and use, as approved in writing by the Authority, and all confidentiality and non-use or limited use obligations set forth in any license agreements or other third-party contracts (including interlocal agreement) applicable to the Authority Data and/or the Authority Electronic Property.

2. CONFIDENTIAL INFORMATION

The Contractor acknowledges and agrees that the Contract creates a relationship of confidence and trust on the part of the Contractor for the benefit of the Authority. During the term of the Contract, the Contractor may acquire certain Confidential Information from or regarding the Authority employees, agents and representatives or documents, or otherwise as a result of performing the services of the Contractor. The Contractor acknowledges and agrees that all such Confidential Information is and shall be deemed the sole, exclusive, confidential and proprietary property and trade secrets of the Authority at all times during the term of the Contract and following any expiration of termination thereof.

3. STANDARD OF CARE

The Contractor agrees to hold in confidence without disclosing or otherwise using any Confidential Information, except as such disclosure or use may be required in connection with and limited to the product and services of the Contractor. The Contractor acknowledges and agrees that the Authority would not have entered into the Contract unless the Authority were assured that all such Confidential Information would be held in confidence by the Contractor in trust for the sole benefit of the Authority.

4. EXCEPTIONS

The Contractor's obligation of confidentiality hereunder shall not apply to information that: (i) is already in the Contractor's possession without an obligation of confidentiality; (ii) is rightfully disclosed to the Contractor by a third party with no obligation of confidentiality; or (iii) is required to be disclosed by court or regulatory order, provided the Contractor gives the Authority prompt notice of any such order.

5. COMPLIANCE

The Contractor, as well as its agents, representatives, and employees, shall comply with all of the Authority's rules, regulations, and guidelines pertaining to the Authority Data and the Authority Electronic Property and all Applicable Laws.

6. SECURITY REQUIREMENTS

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

7. SECURITY INCIDENT

The Contractor will timely and promptly notify the Authority upon discovering or otherwise learning of any Security Incident involving Authority Data but in no event shall such notice exceed the time periods for notice required under Applicable Laws. Following any Security Incident, the Contractor will consult in diligent good faith with the Authority regarding Remediation Efforts that may be necessary and reasonable. Without limiting the foregoing, the Contractor will (i) immediately undertake investigations (internal or in cooperation with a governmental body) of such Security Incident, including forensics, (ii) timely share with the Authority any Security Incident-related information, reports, forensic evidence and due diligence obtained from the investigation into the Security Incident and cooperate with the Authority in response to regulatory, government and/or law enforcement inquiries and other similar actions, (iii) cooperate with the Authority with respect to any public relations and other crisis management services, and litigation with respect to such Security Incident (including, but not limited to, class action suits or similar proceedings); and in each instance of Security Incident, be liable and responsible for payment of legal costs, disbursements, fines, settlements and damages. To the extent that the Authority is bound to comply with any interlocal agreements pertaining to shared information (including the Authority Data), the Contractor agrees that it will comply with, and cooperate with the Authority in its compliance, with all rights and obligations pertaining to the Authority Data under such interlocal agreements.

The Contractor will timely and promptly notify the Authority upon discovering or otherwise learning of any Security Incident involving Authority Data but in no event shall such notice exceed the time periods for notice required under Applicable Laws. Following any Security Incident, the Contractor will consult in diligent good faith with the Authority regarding Remediation Efforts that may be necessary and reasonable. Without limiting the foregoing, the Contractor will (i) immediately undertake investigations (internal or in cooperation with a governmental body) of such Security Incident, including forensics, (ii) timely share with the Authority any Security Incident-related information, reports, forensic evidence and due diligence obtained from the investigation into the Security Incident and cooperate with the Authority in response to regulatory, government and/or law enforcement inquiries and other similar actions, (iii) cooperate with the Authority with respect to any public relations and other crisis management services, and litigation with respect to such Security Incident (including, but not limited to, class action suits or similar proceedings); and in each instance of Security Incident, be liable and responsible for payment of legal costs, disbursements, fines, settlements and damages. To the extent that the Authority is bound to comply with any interlocal agreements pertaining to shared information (including the Authority Data), the Contractor agrees that it will comply with, and cooperate with the Authority in its compliance, with all rights and obligations pertaining to the Authority Data under such interlocal agreements.

8. LIMITED ACCESS AND USE

The Authority authorizes the Contractor to access and use and to the extent necessary to perform the Services to install and use the Authority Data and/or Authority Electronic Property provided or made available by the Authority in its sole discretion and solely for the purposes of providing products and services for the benefit of or on behalf of the Authority under and during the term of the Contract. As between the Contractor and the Authority (i.e., without addressing rights of third parties), the Authority is the sole owner of all rights, title and interest in and to any Authority Data and Authority Electronic Property, together with all improvements, derivative works or enhancements to any of the foregoing and all intellectual property rights related thereto. Except as expressly authorized in this Agreement in the performance of the services solely for the benefit of the Authority or its customers, the Contractor may not use, edit, modify, create derivatives, combinations or compilations of, combine, associate, synthesize, re-identify, reverse engineer, reproduce, display, distribute, disclose, sell or Process any Authority Data or Authority Electronic Property. The Contractor will not use any Authority Data or Authority Electronic Property in a manner that is harmful to the Authority. All access and use shall be subject to the Authority's platform and network security policies and procedures and other Security Requirements. Access and use shall be limited to the Contractor and the number of users or devices authorized in writing by the Authority.

9. NO OWNERSHIP

Nothing set forth in this Agreement shall give the Contractor any ownership or other license, conveyance or right, title or interest in and to any and all Confidential Information (or any intellectual property, derivatives, improvements, enhancements, feedback or suggestions related to any of the foregoing, whether conceived, reduced to practice or developed alone or jointly with others by the Authority or the Contractor), which rights shall be owned exclusively by the Authority, and the Contractor will not knowingly take any action to challenge, contest or other action inconsistent with the Authority's rights.

10. RESERVED RIGHTS

The Authority reserves the right to suspend or terminate the Contractor's access and use of the Authority Data and/or the Authority Electronic Property at any time without liability or prior notice to the Contractor. Within five (5) business days of the Authority's written request, the Contractor will return or destroy all written or recorded materials comprising any Confidential Information of the Authority, together with all copies, summaries, compilations or analyses incorporating such information (whether held in computer, electronic or similar format), and certify the same in writing to the Authority; provided that all confidentiality obligations and ownership rights shall survive the return of such materials and the termination of this Agreement indefinitely or for as long as such information qualifies as a trade secret or confidential information under applicable law.

11. SPECIFIC PERFORMANCE

The Contractor recognizes that the restrictions and covenants contained in this Agreement are reasonable and necessary for the protection of the Authority's legitimate business interests, goodwill and trade secrets and confidential information. The Contractor acknowledges that the breach or threatened breach of this Agreement can cause irreparable damages to the Authority, and that in addition to and not in lieu of all other rights available at law or in equity, the Authority will have the right to temporary and permanent injunctive relief to prevent the breach of this Agreement by the Contractor, without posting of bond and proving actual damages. the Authority will be entitled to recover its costs and expenses, including reasonable attorneys' fees, in enforcing its rights under this Agreement.

12. MISCELLANEOUS

This Agreement is made under and shall be construed in accordance with the laws of the State of Texas, and any dispute arising under this Agreement shall be settled in a court of competent jurisdiction lying in Travis County, Texas. If any of the provision of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole. This Agreement may be signed in multiple counterparts by hard or electronic signature (each of which shall have the same force and effect and deemed an original but all of which will together constitute but one and the same instrument).