CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY ("CapMetro")

AUSTIN, TEXAS

CONTRACT MODIFICATION			
1. CONTRACT NO: 200900 MetroBike Bike Share System	2. CONTRACT MODIFICATION NO.: 2	3. EFFECTIVE DATE OF C.M. See Block 9 Below	4. CONTRACTOR NAME: PBSC Urban Solutions, Inc.
5. AGREEMENT TO MODIFY Of The parties hereto agree to modi	fy the Contract identified in Blo Except as modified herein, all o	ck 1, above, as described in I other provisions of the Contra	Block 10, below, pursuant to the terms act (including, but not limited to, price
6. AMOUNT OF THIS CONTRA PRIOR TOTAL PRICE: NEW TOTAL PRICE:	\$	10,159.00 DE0 3,901,813.00 3,891,654.00	CREASE
7.TERM OR PERIOD OF PERI	FORMANCE:	NO CHANGE	
8. CONTRACTOR'S EXECUTION Name & Title: François Lama (ory Signature:	usigned by: vançois Tamavve 15EB18434448 June 27, 2024
9.CAPMETRO'S EXECUTION: Name & Title: Muhammad Abdullah, Chief Contracting Office (print or type)			E-SIGNED by Muhammad Abdullah on 2024-06-28 20:27:03 GMT e:
10. DESCRIPTION OF CONTRAC	T MODIFICATION:		_
1. This contract modification is in accor	dance with Exhibit E—Revised-1,	Contractual Terms and Condition	ns, Section 19, <u>Changes</u> .
2. Refer to <u>Award/Contract Estimated</u> attached hereto and made a part hereo		ed in its entirety with Award/Co	ntract Estimated Quantities—Revised-
3. Refer to Exhibit A—Revised-2, <u>Pricing</u> hereto and made a part hereof for all per		nced in its entirety with Exhibit A	—Revised-3, Pricing Schedule, attached
4. Refer to Exhibit F—Revised-1, Scope hereto and made a part hereof for all p Line Item 4a in Subsection 6.B in Exhib	ertinent purposes to incorporate th	aced in its entirety with Exhibit F - ne requirement for the Bike Batte	—Revised-2, Scope of Services, attached ry Charging Block Bundle reflected in new

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 F-REVISED-2 SCOPE OF SERVICES METROBIKE BIKESHARE SYSTEM

1. BACKGROUND

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

The bikeshare system in Austin originated with the City of Austin in 2012 starting with 11 stations and 100 bikes in the downtown core. In 2020, the City of Austin and CapMetro signed an interlocal agreement which was amended in 2022 to further strengthen and fund the system for the next 10 years. As part of the interlocal agreement, the City of Austin continues to own the assets and CapMetro maintains and operates the bikeshare system.

2. OBJECTIVE

The objective of this Request for Proposal (RFP) is to seek a qualified public bike share provider of hardware, software and equipment that can meet the goals and minimum requirements as discussed below. All responses will be reviewed for how the proposed system fulfills the defined requirements, and how the vendor proposes to implement and support the defined requirements.

Austin has an existing publicly owned bikeshare system consisting of approximately 850 bicycles, 1000 docks, 80 kiosks and assorted other assets. This RFP also seeks proposals on the valuation, sale, or repurpose of the existing BCycle branded bikeshare system.

3. GENERAL SCOPE SUMMARY

- (a) CapMetro seeks to expand the existing publicly owned bikeshare system. Expansion scenarios are approximate based on the availability of future funding. General estimates of the future system size include a minimum of 2,809 ebicycles and 5,532 docks over the next 10 years.
- (b) CapMetro is seeking to overhaul the MetroBike docked system technology and equipment to meet the requirements outlined in this Scope of Services. The vendor shall deliver a system that features e-assist bicycles, flexible bicycle docking options, an intuitive customer app, reliable connections to in-field assets, and an administrative software solution that meets the needs of all end-users.

Vendor shall provide their native app and online portal customized for CapMetro. The future phase would be to integrate into the CapMetro customer account-based fare collection system.

- (c) Other technology requirements shall be included in the bikeshare software or integrated with existing CapMetro systems including but not limited to asset management, field staff work-prioritization/dispatching, real-time system status management, customer relationship management, and in-depth reporting options.
- (d) The vendor shall provide a back-end dashboard for bicycle, station, and dock management that enables real-time operations, maintenance of the bikeshare solution.
- (e) The bikeshare solution proposed shall be scalable to accommodate significant growth in bicycles, stations, docks, equipment, service area size, customers, and operations employees. Proposed systems must be robust enough to grow without compromising any of the user experience, and vendor support shall increase in scale along with the growth of the system.

- (f) Vendor is to provide a work plan that outlines activities, timelines, and milestones for bringing the proposed system online, including a migration plan schedule, installation phasing of the designated equipment, implementation services (including configuration) for software, knowledge transfer/training, and complete as-built documentation.
- (g) <u>Construction Services are not required by the successful contractor.</u> <u>Any construction or electrical work would be performed by CapMetro.</u>

4. <u>BIKESHARE E-ASSIST BICYCLES</u>

- (a) The vendor shall provide durable, vandal, destruction, and tamper resistant e-assist bicycles made to withstand harsh climate conditions of all kinds that may exist in Austin, Texas.
- (b) Bicycle parts made of UV resistant materials that can withstand greater than 120 degrees.
- (c) Bicycles will include a shroud type covering of the front brake and shifter cables.
- (d) Bicycles must be GPS (Global Positioning System) trackable in real-time and capable of reporting telematics such as customer use statistics, battery power levels, and any other useful information to help track and manage assets.
- (e) Waterproof e-bike batteries that are safe and designed for use in a commercial environment. Batteries shall be easily removable with the right tool and replaced in the field as needed.
- (f) E-bike batteries designed to withstand 24/7 outdoor exposure.
- (g) Provide the equipment necessary to create the infrastructure that supports battery charging, maintenance, deployment, and testing. Maintenance documentation and detailed instructions on preventative maintenance activities and cycles in the form of print and/or digital manuals specific to the Austin system equipment.

5. BIKESHARE DOCKS, STATIONS, AND KIOSKS (IN-FIELD EQUIPMENT)

- (a) In-field equipment including docks, stations, base plates, and kiosks shall be durable yet easy to clean and install or remove so that field maintenance and repairs can be accomplished by a single technician under regular circumstances.
- (b) The proposed equipment should be rugged and able to withstand harsh climate conditions including sun, salt, snow, extreme heat/cold, and rain.
- (c) Equipment shall be tamper-proof to minimize the potential for vandalism, theft, and destruction.
- (d) Shall withstand extreme heat or cold without degradation of station performance.
- (e) Real-time remote status updates from in-field equipment including push notifications for key system status conditions such as solar status, connected station/dock, disconnected station/dock, and out of service stations.
- (f) Shall be Buy America Compliant (see Exhibit B-1).
- (g) Shall include Universal RFID systems that would support integration with CapMetro's AMP cards which are MIFARE DESFire smart card technology.
- (h) Shall include options to access a cellular network for communications and processing.
- (i) Design of kiosks should include enclosure for conduit for cables for a camera (not provided by vendor) and communication with flexibility and ease of movement for relocation purposes.
- (j) Shall be able to function in an offline mode, not connected to hosted backend.
- (k) Shall be mounted flush to the ground and sealed if needed to prevent water intrusion.
- (I) Shall provide health monitoring system with ability to send and set email notifications for all equipment-based events.
- (m) New in-field equipment shall be seamlessly integrated into, and compatible with, the existing installed environment.

DOCKS/STATIONS

(a) The ability to charge bicycle batteries at the dock when configured to do so, without the need to physically separate the batteries from the bikes for charging.

- (b) Locking mechanism, modem, and internal hardware shall be durable and designed for minimal maintenance.
- (c) Easy match paint for touch-ups, especially for rust prevention.
- (d) Optional Power Sources to include, at a minimum, battery power and direct AC power supply Stations
- (e) Solar power ready stations with the option to connect to battery power or AC power.
- (f) The ability to function as a station with or without a kiosk.
- (g) Flexibility to scale up and scale down the size of the station by adding or removing docks.
- (h) Design of docks and stations to support easy movement and relocation without the need for special equipment.
- (i) Ability to lock bicycles remotely.
- (j) Ability to see current dock status include dock voltage, dock failures, and dock errors.
- (k) Maintenance documentation and detailed instructions on preventative maintenance activities and cycles in the form of print and/or digital manuals specific to the Austin system equipment.

KIOSKS

- (a) The function of kiosks may evolve, change, or be replaced under this contract. With that in mind, CapMetro is open to alternative options that would still meet all the equity, access, and functional uses of kiosks as they are used in 2023.
- (b) All kiosks shall be powered by solar power, battery power, and/or AC depending on the need of the operation and shall provide current status of power to operations dashboard.
- (c) Design of kiosks to support easy movement and relocation without the need for special equipment.
- (d) Easy match paint for touch-ups, especially for rust prevention.
- (e) Made of UV resistant materials that can withstand temperatures greater than 120 degrees.
- (f) Shall support all standard US (United States) and common international payment methodologies such as cards, contactless options, Apple/Google pay, etc.
- (g) Shall include Universal RFID systems that would support integration with CapMetro's AMP cards which are MIFARE DESFire smart card technology.
- Shall provide CapMetro ability for complete data analysis in real-time such as ticket sales, validation, etc.
- (i) Design of kiosks should include enclosure for conduit for cables for a camera (not provided by vendor) and communication with flexibility and ease of movement for relocation purposes.
- (j) Shall comply with the latest version of PCI at the time of implementation and other relevant security standards related to the protection of payment data and Personal Identifiable Information (PII). Contractor is responsible for all PCI certification of the implemented system to include providing evidence of the certification.
- (k) Enrollment Kiosks are not required however an OPTIONAL kiosk version in the future would require: Configure display screen functions and features:
 - (1) Touchscreen
 - (2) English and Spanish on the display with option to add additional languages if needed.
 - (3) Easily readable with high-contrast colors with ADA compliant large fonts under all lighting conditions including direct sunlight, from an angle up to 15 degrees in any direction and without need for additional light.
 - (4) Shatterproof, anti-glare, anti-reflective, and scratch resistant.
 - (5) Functional when wet with precipitation and does not suffer from "fogging" due to condensation.
 - (6) Minimum life of 135,000 hours without fading or other degradation.
 - (7) Capable of displaying both text and graphics.
 - (8) Shows customer transaction information.
 - (9) Display all payment types accepted.
 - (10)Instructional graphics to clearly indicate each step a customer must follow through to the ultimate action of checking out a bicycle.

6. ADVERTISING AND WAYFINDING PANELS

Advertising panels for installation at stations or standalone that measure no greater than 3 feet tall x 2 feet wide which could include static and digital options.

7. CUSTOMER APP & WEB INTERFACE

- (a) Vendor shall provide a fully functional customer app available in the Apple and Android store that is customized to the MetroBike program.
- (b) The vendor shall integrate with the CapMetro app and CapMetro.org to support bike checkouts, trip planning, stations/system real-time statuses, and customer accounts at a minimum.
- (c) MetroBike app shall be able to accept payments and manage customer accounts.
- (d) MetroBike app shall be able to accurately communicate to customers current e-bike locations and amount of charge available.
- (e) Updates to the customer app shall be communicated with CapMetro in advance with clear version management and release notes.
- (f) MetroBike app should be fully ADA accessible.
- (g) Easy to use web application with simple customer interface.
- (h) Ensure proper security included for customer data.

8. OPERATIONS AND ADMINISTRATION SOFTWARE

- (a) Vendor shall supply a hosted operations and administration software system for CapMetro staff, contractors, and partners designed to be used effectively on a laptop and mobile device.
- (b) The software shall include training materials and reference guides for use by employees and system administrators.
- (c) Asset Management and Maintenance shall either be native to the vendor's software or shall be integrated with the CapMetro Asset Management (EAM) System.
 - (1) The proposed solution shall be able to track all major assets, associated parts/components, and maintenance intervals needed to keep the asset in like-new condition.
 - (2) Asset useful-life tracking, warranty work, parts inventories, in-service dates, and other standard asset management data shall be tracked in the system for bicycles, docks, stations, plates, signs, and all other major bikeshare assets.
 - (3) Workflows for maintenance schedules, activities, repair work, and equipment statuses shall be managed and tracked in the system and associated to assets when possible.
 - (4) Vendor shall work with CapMetro on the initial setup of the asset management database.

(d) Dispatch and Field Operations:

- (1) Software shall display real-time location/status of all bikes, stations, docks, and other in-field assets, and shall support dispatch operations to facilitate quick issue identification and response.
- (2) Functionality shall include support for System Reliability Technician (SRT) employees in the field through a mobile device interface that prioritizes system needs in real-time.
- (3) Software through the field team's mobile devices should be able to display real-time GIS location of bikes, displays assigned work, logs completed work, communicates between dispatch, reports issues, and any other functions needed for efficient field operations.
- (4) Mobile functionality shall be robust and allow staff the ability to work outside throughout the service area.

(e) Reporting, Dashboards and Notifications:

- (1) Dashboards shall display the real-time status of all in-field assets and bicycles.
- (2) Public facing dashboard to be hosted on the CapMetro website featuring general high-level bikeshare performance data that is automatically updated from the bikeshare system.
- (3) Vendor shall supply available APIs or other integrations available for CapMetro to use when integrating bikeshare into other enterprise systems and for reporting, including the use of Microsoft BI and the CapMetro data warehouse system.
- (4) The ability to not only create and run typical bikeshare reports including but not limited to the number of uses per bicycle per day per hour, check-ins/outs per dock per day per hour, and daily/hourly pass type report per dock per station.

- (5) The ability to easily customize reports to meet local program's evolving business needs.
- (6) Notifications shall be immediate, configurable, and inclusive of all commonly used bikeshare system notifications including:
 - Real-time notifications on all in-field connected equipment including equipment degradation, failure, and offline events
 - ii. Real-time notification of system-wide performance issues.

(f) Virtual Stations

(1) Software shall support the creation and dynamic management of virtual stations identified by geospatial data configured within the software.

(g) Kiosk Management

- (1) Ability to remotely perform, schedule, and deploy via any secure browser the following:
 - i. Define and update passes and fare types
 - ii. Add customer notifications
 - iii. Modify customer interface display
 - iv. Implement software updates
 - v. Reboot
 - vi. Power on and power off
- (2) Record all equipment events
- (3) Securely account for, track all revenues, and pass sales.
- (4) Supplies robust centralized configuration and software deployment/versioning/management.

9. IT SUPPORT

- (a) 24/7 tech support available for all IT (INFORMATION TECHNOLOGY) systems.
- (b) Meet or exceed CapMetro's required system uptime of 99.99% 24x7x365; Exhibit K, Warranty & Maintenance Agreement (WMA) must be submitted with the proposal.
- (c) Robust documentation on the implementation and continued maintenance of the system with training manuals that is specific to the Austin system.
- (d) Perform a readiness test 15 days prior to special events (up to three (3) per year, ex: SXSW, ACL Fest) primarily during evening and overnight hours (determined by CapMetro) to ensure solution will function properly during high volume usage.
- (e) Provide supported and documented application program interfaces (APIs) that can be accessed by other systems.
- (f) Enforce data encryption where appropriate following 128-bit Advanced Encryption Standards (AES) for data both in transit and at rest in all file structures.
- (g) Generate an error report for any validation issues or other errors identified during execution of a data load or an interface program.
- (h) New software releases must include detailed release notes.

10. MOBILIZATION AND STARTUP

- (a) Vendor shall provide a Mobilization and Startup Plan including all the key elements, schedules, and resources necessary to guarantee a fully operational system on the date established for start of service. (Schedule shall be based on the anticipated contract award date of January 2, 2024, and the start date of May 1, 2024) February 5, 2024 and the start date of June 3, 2024. The Mobilization and Startup Plan shall be provided with the proposal and include:
- (i) Timeline and milestones of mobilization and startup including onsite staff training with dedicated manuals to the Austin system.
- (ii) Vendor's plan for staffing and the startup phases.

- (iii) Phasing broken down by month for delivery of physical assets to Austin, TX and also phasing for when the equipment is anticipated to be put in service. Phasing should, at a minimum, include assets such as e-bikes, docks, stations, kiosks, advertising panels, parts, and all other physical assets.
- (iv) Provide recommended Service Level Agreement (SLA) to include incident priority, escalation process, hourly rates for additional services (e.g., future training).
- (v) Required/recommended staffing needed for bike build and station installation; please indicate any additional staffing needs and costs for mobilization period.
- (vi) Indicate any capital equipment and quantity required for on-going station installs, removals and/or moves.
- (vii) Vendor will be responsible for removing old stations to storage facility(ies) provided by CapMetro/City of Austin and assembly and installation of new equipment.

11. WARRANTY

Comprehensive inspection, return merchandise authorization (RMA), repair and maintenance plan and processes to include recommended spare parts inventory, 24x7x365 phone, email, and incident management response, including all time necessary for the support of software, kiosk equipment for all stations, and test units included:

- (a) Repair Services (beyond RMA)
- (b) Test Use Cases
- (c) Test Environments
- (d) On-Site and Field Support as required
- (e) Warrantied parts must be readily available with minimal lead times; in the Comments section describe the parts availability and maximum lead times to receive.
- (f) Contractor shall replace any part that becomes obsolete during the life with one that functions at an equivalent level and maintains parts availability and maximum lead time guarantee.
- (g) Vendors shall consider providing recycling or reuse solutions for e-bicycle, kiosk, and dock parts as feasible.

12. INTEGRATION OR REPURPOSE OF EXISTING B-CYCLE SYSTEM

- (a) Leverage the continued use, sale, lease, or repurpose of the existing bikeshare system for potential reinvestment/funding towards the new system. All existing equipment, if proposed to be incorporated into the new system, shall function as a single interchangeable connected system.
- (b) If the system is to be sold or otherwise disposed of, priority shall be for re-homing the equipment locally as much as possible.

13. SOFTWARE INTEGRATION - FARE COLLECTION

Option periods will require the Bikeshare software systems to be integrated with the CapMetro account based fare collection system. The vendor shall handle importing existing Customer Account Data from the current CapMetro solution. Integrate with current CapMetro mobile application ticketing system for ticket and customer account information.

14. AMERICAN DISABILITIES ACT (ADA) REQUIREMENTS

The vendor is required to demonstrate the ability to deliver products and / or services that comply with WCAG2.1AA Guidelines and clearly state defects for further discussion.

- (a) MetroBike app shall be fully ADA accessible.
- (b) Software solution must comply with WCAG 2.1 AA standards.
- (c) Vendor shall design products and services deliverables to be compliant with WCAG 2.1 AA accessibility standards and other laws and regulations to ensure that the System meets or exceeds these accessibility requirements of federal, Texas State, and Austin regional governments unless otherwise agreed to in writing by CapMetro and the vendor.

- (d) The vendor shall ensure compliance with all ICT equipment and system interfaces and create/execute an Accessibility Compliance Plan to document compliance. This plan will be used throughout design and implementation to ascertain that all accessibility requirements will be met and used to track compliance.
- (e) Vendor has key accessibility development, verification, and delivery policies and procedures that include integrating ICT activities into product and service development. Examples include but are not limited to incorporating accessibility into development procedures, accessibility verification steps throughout the project, and subsystem or component procurement for ICT that will become part of the deliverable, etc.
- (f) The vendor attests that the skills and training resources to develop and produce accessible ICT products and services exist prior to engagement.
- (g) CapMetro uses WCAG 2.1 AA as the technical accessibility standard but is obligated under the ADA to general nondiscrimination and effective communication. The vendor must, at a minimum, comply with the WCAG 2.1 AA technical standard, understanding that CapMetro may require additional modifications to meet ADA requirements unless the vendor and CapMetro agree in writing to a modified scope.