



REWARDS AND RECOGNITIONS

CONTRACT NO. 500213

(RFP 807019)

CONTRACTOR:

**MTM Recognition
3201 SE 29th Street
Oklahoma City, OK 73115
jthompson@mtmrecognition.com**

AWARD DATE:

March 5, 2025

CONTRACT TERM:

Base Period:

**One (1) Year from Notice to Proceed
(March 20, 2025 – March 19, 2026)**

Three (3) Option Periods: (12 months in duration each)

Option Period 1: (March 20, 2026 – March 19, 2027)

Option Period 2: (March 20, 2027 – March 19, 2028)

Option Period 3: (March 20, 2028 – March 19, 2029)

PRICE:

\$61,380.92

PROJECT MANAGER:

**Juliana Harris
512-389-7457
juliana.harris@capmetro.org**

CONTRACT ADMINISTRATOR:

**Deborah Knutson
512-369-6512
Deborah.knutson@capmetro.org**


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

CONTRACT 500213
(RFP 807019)
REWARDS AND RECOGNITIONS
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TAB 1

Award/Contract Form


CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY AUSTIN, TEXAS		
AWARD/CONTRACT		
1. SOLICITATION NO:	2. CONTRACT NO.:	3. EFFECTIVE DATE:
RFP 807019	500213	Upon Execution
4. BUYER		
NAME:	PHONE:	
Deborah Knutson	(512) 369-6512	
5. SHIP TO ADDRESS:		6. DELIVERY TERMS:
Capital Metro 2910 East 5 th Street Austin, Texas 78702		FOB Destination
7. DISCOUNTS FOR PROMPT PAYMENT:		None
8. CONTRACTOR NAME & ADDRESS:		9. REMITTANCE ADDRESS: (If different from Item 8)
MTM Recognition 3201 SE 29 th Street Oklahoma City, OK 73115		
PHONE:		
1 (877) 686-7464		
FAX:		
(405) 609-6944		
10. DBE GOAL: NONE		
CONTRACT EXECUTION		
CAUTION : A false statement in any bid or proposal submitted to CapMetro may be a criminal offense in violation of Section 37.10 of the Texas Penal Code.		
X	NEGOTIATED AGREEMENT: (Contractor is required to sign below and return an original document to the Contracting Officer within five (5) calendar days of receipt.)	
Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified below and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this Award/Contract, (b) the solicitation, as amended, and (c), such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein.		
SIGNATURE OF CONTRACTOR:		
Name/Title: Jeff Thompson, VP of National Accounts Signature:  Date: 2/10/2025		
X	AWARD: Items listed below are changes from the original offer and solicitation as submitted.	
This Award/Contract Form may be executed in multiple originals, and an executed facsimile shall have the same force and effect as an original document.		
ALTERATIONS IN CONTRACT:		
1) Refer to Exhibit B, Representations and Certifications. Exhibit B shall be replaced in its entirety with Exhibit B – Revised-1 , Representations and Certifications, attached hereto and made a part hereof for all pertinent purposes.		
2) Refer to Exhibit J, IT Access and Use Agreement. Exhibit J shall be replaced in its entirety with Exhibit J – Revised-1 , IT Access and Use Agreement, attached hereto and made a part hereof for all pertinent purposes.		
ACCEPTED AS TO:		
Exhibit A, Revised-1, Pricing Schedule dated 11/07/2024, Section 6., Pricing: Base Period (Year 1 of Contract) – Implementation, Items one (1) through five (5) inclusive; Section 6.A., Pricing: Base Period (Year 1 of Contract) – Software Licensing, Items one (1) and two (2) inclusive; Section 6.B., Pricing: Base Period (Year 1 of Contract),– Specialized Awards/Recognitions, Items one (1) through four (4) inclusive; Section 6.C., Pricing: Base Period (Year 1 of Contract) – Service Awards, Items one (1) through twelve (12) inclusive; Section 6.D., Pricing: Base Period (Year 1 of Contract) – Gift Cards and Gifts, Items one (1) through twelve (12) inclusive; Section 6.E., Pricing: Base Period (Year 1 of Contract) – Spot Awards, Items one (1) and two (2) inclusive and Section 6.F., Pricing: Base Period (Year 1 of Contract) – Plaques Item one (1); for a Total Not-to-Exceed Contract Amount of \$61,380.62.		
SIGNATURE OF CONTRACTS ADMINISTRATOR:		
Name/Title: Deborah Knutson, CPPB Contracts Administrator II		
E-SIGNED by Deborah Knutson Signature: on 2025-03-05 14:50:05 CST Date: March 05, 2025		

TAB 2

Exhibit A – Revised-1,
Pricing Schedule

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT A - REVISED-1**PRICING SCHEDULE****RFP 807019****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)	MTM Recognition		
Address	3201 SE 29th Street		
City, State, Zip	Oklahoma City, OK 73115		
Phone, Fax, Email	1-877-686-7464	405-609-6944	jthompson@mtmrecognition.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)	Jeff Thompson, VP of National Accounts		
Signature and Date			11/7/2024

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	0	Percentage	0 %
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Note, payment terms are specified in Exhibit E, Contractual Terms and Conditions.

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

The Authority hereby accepts this offer.

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

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

5. DOCUMENTS ENCLOSED WITH THE PROPOSAL

Proposals shall be submitted electronically via the Authority's PB System™ by PlanetBids ("PlanetBids"). See Exhibit C, Solicitation Instructions and Conditions, Section 4, PROPOSAL PREPARATION and Section 8. SUBMISSION OF PROPOSALS, for instructions on registering with, and submitting proposals on, PlanetBids.

Mark X each box below, to indicate that the submittals have been included in the offer. See Exhibit C, Solicitation Instructions and Conditions, Section 4, PROPOSAL PREPARATION for a description of the required proposal format.

- ☒ **Exhibit A - Revised-1 – Pricing Schedule**
- ☒ **Exhibit B - Revised-1 – Representations and Certifications**
- ☒ **Exhibit C-1 - Exceptions and Assumptions Form (if applicable)**
- ☒ **Exhibit F-1 - Compliance Matrix**
- ☒ **Exhibit H - Authorization of Work Product**
- ☒ **Exhibit J - Consultant Access - Disclosure Agreement**
- ☒ **Exhibit L - Accessibility Terms and Conditions**
- ☒ **Firm Financial Data, as described in Exhibit C, Contents of Proposal**
- ☒ **W-9**

Note: Failure to submit the required submittals along with the offer may result in rejection of the offer.

Remainder of page left blank intentionally

Signature of Authorized Agent: _____



Date: 11/7/2024

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/>

TAB 3

Exhibit B – Revised-1,
Representations and
Certifications

EXHIBIT B – REVISED-1

REPRESENTATIONS AND CERTIFICATIONS
(LOCALLY FUNDED SUPPLY/SERVICE/CONSTRUCTION CONTRACTS)
MUST BE RETURNED WITH THE OFFER

1. TYPE OF BUSINESS

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

- ☐ An individual
☐ A partnership
☐ A sole proprietor
☒ A corporation
☐ Another entity _____

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

Oklahoma

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:

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 Jeff Thompson, VP of National Accounts [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)(1)(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 2276** 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 2276.002** of the Texas Government Code, or
- (b) the verification required by Section **2274.002 2276.002** 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 2275** 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 2275** 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 (C.F.R.) 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, sub-contract 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. SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS

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

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

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

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

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

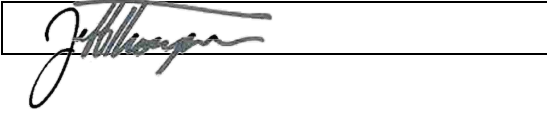
Name of Offeror:

MTM Recognition Corp.

Type/Print Name of Signatory:

Jeff Thompson, VP of National Accounts

Signature:

A handwritten signature in black ink, appearing to read "Jeff Thompson", is written over a horizontal rectangular box.

Date:

2/10/2025

TAB 4

Exhibit E

**Contractual Terms
and Conditions**

EXHIBIT E
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. INDEFINITE QUANTITY, INDEFINITE DELVIERY CONTRACT:

(a) This is a fixed price indefinite-quantity Contract for the supplies or Services specified and stated elsewhere in the Contract. The quantities of supplies and Services specified are estimates only and are not purchased by this Contract.

(b) This indefinite quantity, indefinite delivery Contract is subject to the following minimum/maximum paragraph:

(1) Minimum order. The Authority will order a minimum of \$1,000 in services under this Contract.

(2) Maximum order. The Authority will order a maximum not to exceed the total dollar amount of this Contract.

(c) There is no limit to the number of orders that may be placed under this Contract.

(d) The quantities provided by the Authority on the Schedule are estimates used as a basis for Contract Award and are, therefore, not hereby purchased under 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 three (3) option 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. 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) 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.

(e) **Release of Payment Claims by Contractor.** The final invoice submitted by Contractor shall be accompanied by a complete and legally effective release of the Authority from all known and unknown payment claims relating to the Contract on a form provided by the Authority. Contractor's acceptance of final payment constitutes a waiver of all known or unknown payment claims against the Authority related to the Contract, other than those specifically excepted in the General Release of Claims Form.

7. RESERVED

8. RESERVED

9. 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.

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

CAPMETRO MINIMUM COVERAGE REQUIREMENTS

(1) **Commercial General Liability Insurance Coverage** with limits of not less than One Million and No/100 Dollars (\$1,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage including Products Liability.

(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) **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) **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. Minimum limits of liability shall be not less than One Million Dollars and No/100 Dollars (\$1,000,000) on an annual aggregate basis.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. 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.

16. 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.

17. RESERVED

18. 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.

19. 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.

20. CHANGES

(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.

21. 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.

22. 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.

23. 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.

24. 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 24 will survive termination or expiration of this Agreement for any reason.

25. 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.

26. 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.

27. 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 been suspended or delayed by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Contract.

(c) 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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 I – IT Proprietary Rights and Data Security Addendum
4. Exhibit J – Access and Use Agreement
5. Exhibit K – Hosted solutions Additional Terms and Conditions
6. Exhibit L – Accessibility Terms and Conditions
7. Exhibit H – Authorization of Work Product
8. Exhibit B - Representations and Certifications
9. Exhibit F - Scope of Services and Compliance Matrix
10. Other provisions or attachments to the Contract

52. 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.

53. VARIATION IN ESTIMATED QUANTITY

If the quantity of a unit-priced item in this Contract is an estimated quantity and the actual quantity of the unit-priced item varies more than ten percent (10%) above or below the estimated quantity, an equitable adjustment in the Contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred ten percent (110%) or below ninety percent (90%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request (in writing) an extension of time to be received by the Contracting Officer within ten (10) days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the Contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

54. 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.

55. 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.

56. RESERVED

57. FUNDING AVAILABILITY

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.

TAB 5

Exhibit F

Scope of Services

EXHIBIT F SCOPE OF SERVICES REWARDS AND RECOGNITIONS

The Capital Metropolitan Transportation Authority, (CapMetro), is a public transportation provider located in Austin, Texas. It operates bus, paratransit services and a commuter rail system in Austin and several suburbs in Travis and Williamson counties. We believe that recognizing and rewarding our employees for their contributions and achievements is essential to maintaining a motivated and engaged workforce.

1. PROJECT OBJECTIVE

The primary objectives of implementing this Employee Rewards and Recognition Program are as follows:

- (a) To acknowledge and reward our employees for their outstanding performance and contributions.
- (b) To create a positive and motivating work environment.
- (c) To strengthen team collaboration and camaraderie.
- (d) To improve overall employee satisfaction and retention.

2. SCOPE OF WORK

CapMetro is seeking proposals from qualified vendors to provide an Employee Rewards and Recognition Platform to enhance our employee engagement and recognition program. We are seeking a recognition platform that will administer all the proposed recognition programs including service and safety awards, excellence and initiative recognition, peer to peer recognition and departmental/team awards. This organization must also provide consulting to include best practices for developing award programs to drive performance improvement. We are committed to fostering a culture of appreciation and motivation within our organization and are looking for a comprehensive solution to achieve this.

2.1 **Features and Functionality:**

Please see below for our wish list of features. While each item would add value, we're open to discussing options based on what your platform can offer.

CapMetro is also seeking a solution to provide frontline employees and service providers (non-CapMetro employees) an opportunity to participate in the recognition program. The solution may include a unique identifier for participants to have access to the recognition platform.

(a) **Recognition Programs:**

(1) Onboarding – to welcome new hires with a CapMetro branded gift bundle. Preference is for a gift bundle to be sent to an employee's address contained in our human resource system.

(2) Retirement Recognition – to provide retiring employees with a catalog containing a selection of gifts from which to choose. This program applies to all CapMetro employees who are retiring and eligible to receive benefits under the CapMetro Retirement Income Plan and / or Pension Plan.

(3) Safety Award – to express appreciation for demonstrated commitment to maintaining and enhancing workplace safety. It should celebrate those who proactively identify safety risks, contribute innovative safety solutions, or consistently adhere to safety protocols, thereby setting an example for others. Options may include pins for badge lanyards and certificates.

(4) Veterans Recognition

- (i) Options may include pins to attach to garments or badge lanyards.

(5) Service Award – to express appreciation for loyalty and tenure through celebration of career milestones to include 1, 3, 5, 10, 15, 20, 25, 30, 40, 45 and 50 years of service. The award selection may include certificate, jewelry, lifestyle, electronics, home & kitchen, name-brand merchandise and CapMetro-branded merchandise, gift cards.

(i) The service award platform shall automate the employee awarding process and provide on-demand reporting to the administrators who can review awards at a glance. System shall be designed to notify managers via email of an employee's upcoming service anniversary. The system shall also send a congratulatory email notification to the employee on service anniversary date congratulating them on their years of service and notifying them of their award of points. The notification must contain a link to the Rewards Online Catalog of Awards.

(ii) In addition to an online award, a custom certificate shall be incorporated into the programs system and delivered to the employees or managers' desktop.

(6) Wellness Program Recognition - to supply a diverse range of health and wellness related gifts for our wellness program. The catalog should contain products that align with our program's focus on physical fitness, nutrition, stress management, sleep improvement, and active lifestyle promotion. The items would serve as rewards for employees who achieve specific wellness milestones and checkpoints within our program. These include completing all monthly challenges, quarterly events, and special courses or regular weekly events. When one of the gifts has been assigned to someone, they could potentially choose from a range of gift cards that are focused in the realm of wellness and related to overall health and wellbeing. The Program Awards are categorized as follows:

- (i) Yearly Health Fair Wellness Champions
 - a. Criteria: Awarded to four (4) team members who achieve the highest level of wellness milestones throughout the year. This includes completing all monthly challenges, quarterly events, and consistent participation at on/offsite gyms as verified by the Wellness team.
 - b. Recognition: Each winner will receive one (1) gift card or e-certificate at the Health Fair, along with a Wellness Champion badge.
- (ii) Quarterly Participation Badge
 - a. Criteria: Awarded for completing quarterly events.
 - b. Recognition: Winners will receive a badge for their participation.
- (iii) New Hire Challenge Badge
 - a. Criteria: Awarded quarterly to new hires who complete all new hire wellness challenge objectives throughout the year.
 - b. Recognition: Four (4) new hires per quarter will receive a gift card or e-certificate, along with a New Hire Challenge badge.
- (iv) Monthly Challenge Badge
 - a. Criteria: Awarded to team members who complete all twelve monthly wellness challenges for the year.
 - b. Recognition: Eight (8) winners will each receive a gift card or e-certificate, along with a Monthly Challenge badge.
- (v) Mindfulness Badge
 - a. Criteria: Awarded to team members who complete all mindfulness challenges and attend weekly mindfulness programs.
 - b. Recognition: Ten (10) winners will each receive a gift card or e-certificate, along with a Mindfulness badge.

The product range should include but not limited to:

- (i) Fitness Equipment (e.g. resistance bands, exercise balls, activity trackers, pull-up bars);

- (ii) Nutrition-Related Items (e.g. healthy cookbooks, blenders, meal prep containers);
- (iii) Relaxation Aids (e.g. massage devices, aromatherapy diffusers, weighted blankets, noise-canceling headphones);
- (iv) Sleep Improvement Products (e.g. white noise machines, sleep trackers, cooling pillows, blue-light blocking glasses);
- (v) Active Lifestyle Gear (e.g. sports equipment, gym bags, camping gear, hiking backpacks).

The vendor must be able to accommodate various price points to correspond with different milestone levels and provide regular catalog updates, ensure product quality, and offer customer support for any issues that may arise during the redemption process.

(b) **Achievement Rewards Management:**

- (1) Ability to manage and distribute “On the Spot” awards (gift cards).
- (2) Ability to recognize “above and beyond” individual or team for a project of significance.

(c) **Personalized Gifts:**

Capability to create and send personalized gift options for special occasions, such as welcoming a child into an employee's family, and retirement.

(d) **Special Experiences:**

Options for offering access to local events (i.e. movies, restaurants, concerts, sporting events) as rewards.

(e) **Birthday Celebrations:**

Features to acknowledge and celebrate employee birthdays.

(f) **Virtual Praise Wall:**

A virtual platform where employee achievements are celebrated and shared.

(g) **Manager-to-Employee/Performance Appreciation:**

(1) Mechanism for manager/supervisor to recognize and appreciate employee's accomplishments and contributions.

(2) The performance recognition platform shall be automated so that managers can recognize employees/teams/departments for jobs well done. The system should be set up to develop emails to the employee receiving the recognition and a process to share the information with other employees congratulating them.

(3) The contractor should provide guidance in developing a point system program for awards that are based on best practices. The process should not be burdened with many approvals. System should provide workflow process for any approvals that are required. The purpose of rewarding performance needs to be timely based on the job completed or being recognized.

(h) **Peer-to-Peer Appreciation:**

(1) Mechanism for employees to recognize and appreciate each other's accomplishments and contributions.

(2) The performance recognition platform shall be automated so that managers can recognize employees/teams/departments for jobs well done. The system should be set up to develop emails to the employee receiving the recognition and a process to share the information with other employees congratulating them. The

contractor should provide guidance in developing a point system program for awards that are based on best practices. The process should not be burdened with many approvals. System should provide workflow process for any approvals that are required. The purpose of rewarding performance needs to be timely based on the job completed or being recognized.

(i) **The contractor and platform must provide/incorporate the following components:**

- (1) Online turn-key point-based recognition solution;
- (2) Maintenance of employee database;
- (3) Online catalog of rewards featuring a wide selection of name brand merchandise, gift cards and/or cash cards;
- (4) Integrate with corporate e-mail;
- (5) Automated recognition notifications;
- (6) Custom recognition certificates;
- (7) Seamless and secure e-commerce;
- (8) Dedicated account team for People & Culture (Human Resources);
- (9) Dedicated/Designated toll-free Customer Service support for employees.
- (10) Web portal support for employees.
- (11) Provide documentation and support concerning website / portal capabilities and user experience, process flow of user sign-on, navigation steps, and on-line ordering process;
- (12) Provide screen shots/User Guides/educational materials; and
- (13) Process electronic data file and eligibility interface specifications/requirements.

(j) **Rolling points**

Provide for transition of points from another vendor if employee has a prior history of banked accumulated points that need to roll over.

(k) **Expiration dates**

Provide guidance on best practice regarding applying expiration dates to redeeming points/gift cards.

(l) **Social Media Shoutouts**

- (1) Integration with social media for monthly employee spotlights.

(m) **Team Appreciation Events**

- (1) Options for planning and managing team outings or celebratory dinners.

2.2 Reward Redemption:

The program must have flexibility for participants to select any combination of gifts from an online rewards catalog with the following categories:

- (a) Branded apparel and accessories;
- (b) Electronics, photography, digital music, house wares, recreation, jewelry/watches, books, automotive, travel;
- (c) Gift cards to major retailers, theme parks, recreation venues;
- (d) Visa Prepaid and Virtual Cards; and
- (e) No minimum order requirements.

2.3 IT Services and Requirements:

The platform should seamlessly integrate with our existing HR systems (Oracle) and databases for employee data management. See Exhibit I – IT Proprietary Rights and Data Security Addendum, Exhibit J – IT Access and Use Agreement, Exhibit K – IT Hosted Solutions Additional Terms and Conditions, and Exhibit L – Accessibility Terms and Conditions.

2.4 Reporting and Analytics:

Provide robust reporting and analytics capabilities to track the effectiveness of our rewards and recognition program. Reporting should include:

- (a) Provide standard and ad-hoc/custom report packages as requested by HR.
- (b) Ability to structure reporting based on Authority business operations/locations.
- (c) Provide alphabetical list (by name and gift selected) monthly to HR.
- (d) Provide quarterly reports of the total number of orders by employee and department.
- (e) Capital Metro needs to report by category/type of redeemed point. For example: five (5) year service anniversary, team award, above and beyond, peer to peer etc.
- (f) Annual report that lists each participant who has unredeemed points as of September 30, and the point value.
- (g) Annual detailed reports that reflect redemption trending.
- (h) Invoice redeemed points separately to reflect Redeemed Points and Service

2.5 Shipping and Returns:

- (a) Freight/Shipping (F.O.B. Destination) shall be included in the price.
- (b) Awarded proposer to be responsible for shipping charges of damaged items and returns.
- (c) The awarded proposer shall accept the return of all awards for full credit within 30 days of delivery provided it is returned in original packaging and in same condition as received.

2.6 Program/Platform Future Development:

Based on program success, People & Culture may add additional programs to the awards platform at an agreed upon quoted price by awarded vendor as needed. This awarded platform will need to have the flexibility to add additional programs as needed. Examples: A yearly (one time per year) point issuance for safety awards. Vendor would receive employee information, value of award to be converted into points. If a participant already has a point bank account, the award points would be added to the existing account. If the safety award recipient is not in the system, their information will need to be added to the existing platform and a point bank account will be created.

Tab 6

Exhibit F-1

Compliance Matrix

**EXHIBIT F-1
COMPLIANCE MATRIX**

2.2	Technical Details			
2.2.2	Requirement	Compliance	Contractor Comments	CMTA Response
2.2.2.1	System must be web based and accessible through a secure web connection. Web site access shall be restricted anonymously by hardware, with an internal router, and by software with proxy server(s).	C-Comply	Our solution is a multi-tenant, web-based application that can be accessed through any modern web browser.	
2.2.2.2	System must include the ability to be accessed from any location with the ability to connect to the CMTA network.	C-Comply	Our solution is a multi-tenant, web-based application that can be accessed through any modern web browser. Our solution has no need to connect to the CMTA network.	
2.2.2.3	System must comply with all features and functionality requested in 2.1.	C-Comply	As your incumbent, MTM has complied with all of these features and functionality for over seven years.	
2.2.2.4	System must store all rewards and recognitions for an employee.	C-Comply	Our solution can track performance, service milestone, your mission, vision and values, and more through simple and fun badges that are brightly displayed in each individual's Trophy Case. Each employee's trophy case acts like a recognition resume displaying these badges, or recognition moments.	
2.2.2.5	System must include an role-based and group-based access and permission level authorization for platform configuration or features in the software.	C-Comply	<p>The roles are customizable. The roles are:</p> <ul style="list-style-type: none"> • User - can send and receive recognition and send ecards. Can view the newsfeed and all other users' trophy cases. • Manager - Has all the above capability plus added access to any manager programs set up. Managers also have access to reports containing data on the team that they manage. • Reporter - All benefits of the User status with the added access to all reports. • Content Editor - All benefits of the User status with the added access to edit content on the home page as well as create custom pages on the site. This role type will also be able to add/update badge art and can customize the branding of the website, if desired. • Admin - Admin is the top role type with the most access to change/update/view things in the website. The admin can do everything all the other role types can with the additional access to the Admin dashboard where they can order points cards, check on any pending approvals, manage programs and the badges within those programs and set permissions on who can give what badge in any given program. Admin also will see additional information when viewing another user's Trophy case such as: total amount of earned points, hire date and birthdate, if desired. <p>Home page branding and access to certain areas of the site may also be customizable based on user role and hierarchy within the organization.</p>	
2.2.2.6	System must have a workflow for manager's approval for any recognition or award received from peers.	C-Comply	System notifications can go to the intended recipient's supervisor for review/approval.	
2.2.2.7	System must send notifications to appropriate person for approvals as well as to the employee when a recognition or award is approved.	C-Comply	System notifications can go to the intended recipient's supervisor for review/approval.	

**EXHIBIT F-1
COMPLIANCE MATRIX**

2.2.2.8	System should seamlessly integrate with our existing HR systems (Oracle) and databases for employee data management.	A-Will Comply with Alternative.	Depending on the database accessibility and architecture of the HRIS system, as well as certain available user functionality, it is possible to create automated tasks to alleviate manually processing employee data. The details of these tasks are highly dependent on what type of system in which the employee data is maintained. MTM recommends that interfaces to retrieve data take place via SFTP file transfer. MTM recommends this solution because it significantly reduces security concerns, client IT resource requirements, upgrade concerns, and simplifies and expedites the implementation process.	
2.2.2.9	The system shall include out-of-the-box reports that cover typical management, oversight and tracking functions, as well as user-developed customizable, custom, and ad-hoc reports.	C-Comply	<p>The following reports are available at any time through the online portal. Custom reports are available upon request.</p> <ul style="list-style-type: none"> • Recognition History • Top Initiators • Top Performers • User Status • System Summary • Breakages • Redemptions • Points Allocated • Points Transferred • User Comments • Pending Approvals • Rollbacks • Ecards • Program Budgets 	
2.2.2.10	System should Support export of query and report results in Microsoft Word, Excel, and PDF formats.	C-Comply	Yes, reporting data can be exported in Word, Excel or PDF.	
2.2.2.11	System should support SSO.	C-Comply	Yes, MTM's platform offers SSO.	
2.2.3	Accessibility			
2.2.3.1	<p>System should be compliant to</p> <ul style="list-style-type: none"> • Americans with Disabilities Act (ADA) • Americans with Disabilities Act Accessibility Guidelines (ADAAG) • World Wide Web Consortium, Mobile Web Application Best Practices • Web Content Accessibility Guidelines WCAG2.1AA Guidelines 	N-Cannot Comply	MTM's programs are not currently compliant.	
2.2.3.2	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. Also provide accessibility testing results during the development process and prior to final deliverable acceptance.	N-Cannot Comply	MTM's programs are not currently compliant.	

**EXHIBIT F-1
COMPLIANCE MATRIX**

2.2.3.3	Provided an accurate Accessibility Conformance Report (ACR) based on the Voluntary Product Template (VPAT) 2.4 or higher.	N-Cannot Comply	This report is not available.	
2.2.4	Project Management			
2.2.4.1	The contracted firm shall coordinate all work with CapMetro PM and CapMetro IT.	C-Comply	As MTM is the incumbent, no further meetings are necessary. However, if any updates are required, MTM's project management team will coordinate additional program management meetings to discuss any changes.	
2.2.4.2	<p>The contracted firm shall</p> <ul style="list-style-type: none"> • 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. • Regular Communication with The Project Manager and any other staff designated to discuss progress, critical risk factors, schedule, or unique issues that may surface. • Regular Management Review Meetings and status updates • Obtain acceptance by CapMetro to formally close the project 	C-Comply	As MTM is the incumbent, no further meetings are necessary. However, if any updates are required, MTM's project management team will coordinate additional program management meetings to discuss any changes.	
2.2.5	Testing			
2.2.5.1	The contracted firm shall prepare demonstrations of system functionality (should it be necessary for oral presentations). The demonstrations shall take place in a sandbox or test environments and not consist of a static presentation or screenshots.	A-Will Comply with Alternative.	MTM can provide a demonstration but not within a sandbox.	
2.2.5.2	The contracted firm shall ensure prior to the start of all formal testing activities that are to be witnessed and approved by CapMetro, that the contracted firm conducted "dry-run" testing to identify and resolve any issues and avoid unexpected results during the formal testing.	N-Cannot Comply	MTM's program testing activities are confidential and are not available for demonstration.	
2.2.6	Training			
2.2.6.1	The contracted firm shall provide a comprehensive program to educate and train personnel in all details of the System, enabling them to properly operate, service, and maintain the system and each of its components throughout its useful life. This includes, but is not limited to end user guides, quick reference guides, administrative guides, and other types of system documentation.	C-Comply	<p>MTM will provide support and training for</p> <ul style="list-style-type: none"> • Program roll out (beginner) • Quarterly training (intermediate) • Refresher training (advanced) <p>Tools:</p> <ul style="list-style-type: none"> • Award Presentation Training • Webinars • Manager and User Video Tutorials • FAQ Information • Printed materials: <ul style="list-style-type: none"> o Quick user guides o Manager training booklets o Recognition resources guide o Presentation guidelines 	
2.2.7	Security			

**EXHIBIT F-1
COMPLIANCE MATRIX**

2.2.7.1	The contracted firm shall provide security measures generally accepted state-of-the-art practices for preventing unauthorized local or remote access to software.	C-Comply	<p>MTM recognition has invested significant resources to data security and has deployed the following items to ensure your data is safe:</p> <ul style="list-style-type: none"> • Industry standard hardware firewall. • Industry standard hardware network intrusion device. • Industry standard hardware email spam server. • Anti-virus on all computers. • Three separate spyware programs on all publicly accessible resources. • Automated server process check to ensure spyware cannot operate secretly on public servers. • PGP customer data transfers. • Separate Non-Microsoft ERP system for order fulfillment. • Separate web database so only the necessary information is sent to the web for ordering. • User level permissions on all internal resources so information is on a need to know basis. • Port routing open to only required services. • Regular password changes. • Session timeouts on ERP software and Web to limit exposure. • Strict no resell policy on any employee or company information. • Website: 128 bit SSL data encryption during login and checkout. 	
2.2.8	Backup and Recovery			
2.2.8.1	The contracted firm shall provide disaster recovery Plan.	C-Comply	MTM has a disaster recovery plan available upon request.	
2.2.8.2	The contracted firm shall backup the system daily.	C-Comply	MTM Recognition has backups that run daily, with some on a more frequent schedule. In the case of a data failure, our goal is to restore data no older than six hours.	
2.2.9	Support			
2.2.9.1	The contracted firm shall provide Post Go Live Support for CapMetro staff by phone and email for the software system components.	C-Comply	Your dedicated Customer Care Associate (CCA) will continue to be assigned to your program. A team of Customer Care Coordinators will support your CCA. They are available through a dedicated toll-free phone line, a toll-free fax line, email, US mail and voice mail.	
2.2.9.2	The contracted firm shall provide fully-managed support service or full-stack service level management for component configuration, upgrades, patches, monitoring and incident management.	C-Comply	Your dedicated Customer Care Associate (CCA) will continue to be assigned to your program. A team of Customer Care Coordinators will support your CCA. They are available through a dedicated toll-free phone line, a toll-free fax line, email, US mail and voice mail.	

TAB 7

Exhibit H

**Authorization of Work
Product**

EXHIBIT H – AUTHORIZATION OF WORK PRODUCT

DESCRIPTION: Rewards and Recognitions
CONTRACT NO.: 500213

Authority's Contracting Officer (CO)

- A. The CO for administration of this Contract is Deborah Knutson
B. Phone: 512-369-6512
C. Email: deborah.knutson@capmetro.org

The Contracting Officer is responsible for the general administration of the Contract, negotiation of any changes, and issuance of written modifications, task order revisions, or Change Orders (as it pertains to Construction Contracts Only and results in a Contract modification – see below) to the Contract. If the parties desire to modify the Contract, or revise the Task Order of the Contract, in any way, only the Contracting Officer is authorized to issue a written modification for authorized signatures.

Authority's Project Manager (PM)

- A. The PM for this Contract is Juliana Harris.
B. Phone: 512-389-7457
C. Email: Juliana.Harris@CapMetro.org

The Authority's PM for this Contract is responsible for the overall management and coordination of this Contract and will act as the central point of contact for the Authority. The PM has full authority to act for the Authority in the performance of any project connected to the Contract. However, the PM cannot authorize, in writing or orally, to commence any work. The PM shall meet with Contractor's PM to discuss problems as they occur. Any changes, including changes pursuant to the Changes clause in the Contract, will be handled solely by the CO. As needed, the Authority's PM may assist with development of Change Orders and Contract modifications with the Authority's CO.

Field Change Orders (Construction Contracts Only) – The Authority's PM is permitted to authorize work when an event occurs in the field during construction which requires immediate action. Immediately, but no later than three (3) business days following such action, the Authority's PM must provide a signed Change Order to the CO along with any other required procurement documentation in order to memorialize the Change Order in a task order revision or Contract modification.

The Contractor understands that should Contractor perform any work prior to written authorization by the Authority's CO, Contractor is not allowed to invoice for any additional cost or fee for services or goods under the Contract, nor is the Authority liable for any payment for any unauthorized work.

SIGNED and DATED

Jeff Thompson, VP of National Accounts

Contractor – *must sign and return with Offer*



10/29/2024

Date

to be signed by the Authority following contract award

Authority's Project Manager (PM)

Date

to be signed by the Authority following contract award

Authority's Contracting Officer (CO)

Date

TAB 8

Exhibit I

IT Proprietary Rights and Data Security Addendum

EXHIBIT I

IT 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.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

(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 (viii).

(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, statutes, 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.

TAB 9

Exhibit J – Revised-1

IT Access and Use
Agreement

EXHIBIT J – REVISED-1
IT 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 (viii).
- (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).

13. **SIGNATURE BLOCK**

CONTRACTOR – MTM Recognition		Capital Metro Transportation Authority	
By:		By:	
Print Name:	Jeff Thompson	Print Name:	
Title:	VP of National Accounts	Title:	
Date:	2/5/2025	Date:	
Address:	3201 SE 29th Street, Oklahoma City, OK 73115	Address:	
Notice:		Notice:	
Effective Date:		Contract No.	

TAB 10

Exhibit K

IT Hosted Solutions – Additional Terms and Conditions

EXHIBIT K
IT HOSTED SOLUTIONS

**ADDITIONAL TERMS AND CONDITIONS FOR THE PERFORMANCE OF INFORMATION
TECHNOLOGY (IT) PRODUCTS AND SERVICES**

1. DEFINITIONS

Unless otherwise specified in Exhibit E of the Contract, the following definitions shall apply, if applicable:

- (a) "Acceptance" shall have the meaning set forth in Section 4(e) of this Exhibit.
- (b) "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 Project, the Contract, and the parties all as in effect as of the date of the Contract and as amended during the Service Term of the Contract.
- (c) "Application" means the technical system, platform, application and/or subscription services to be provided by the Contractor, as may be further described in the Technical Specifications.
- (d) "Authority Data" means all data, content and information:
 - (i) submitted by or on behalf of the Authority or 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.
- (e) "Authority Electronic Property" means:
 - (i) any websites controlled by the Authority,
 - (ii) any Authority mobile device apps,
 - (iii) any interfaces 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.
- (f) "Confidential Information" shall have the meaning set forth in Section 9(b) of this Exhibit.
- (g) "Contractor's Certification" shall have the meaning set forth in Section 4(d) of this Exhibit.
- (h) "Contractor Technology" means:
 - (i) the System,
 - (ii) the Application, and
 - (iii) any technology, information, content and data, together with intellectual property rights related thereto, owned or used by the Contractor in the performance of the Services.
- (i) "Customer" means any purchaser of products or services from the Authority.
- (j) "Deliverables" means all information, data, materials, devices (including equipment and hardware), software (including the Application) and other items to be delivered by the Contractor to the Authority, as specified in the Project Plan.
- (k) "Documentation" means the documentation provided to the Authority, including user manuals and operator instructions related to the Application furnished by the Contractor to the Authority in any format, including paper and electronic.

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- (l) "Malware" means any malicious data, code script, active content program, or other malicious software that could damage, destroy, alter or disrupt any computer program, data, firmware or hardware.
- (m) "Process" or "Processing" means, with respect to any Authority Data, to migrate, 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 any Authority Data with information from other sources and the application of algorithmic analysis to create new or derivative data sets from any Authority Data.
- (n) "Project" means the project related to the Application and the Authority's information technology systems as described in more detail in this Exhibit.
- (o) "Project Plan" means the project plan for the implementation, customization, configuration and/or installation or hosting of the Application and the Services and Deliverables required for the Project, as approved by the Authority in writing.
- (p) "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.
- (q) "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 (viii).
- (r) "Service Levels" shall have the meaning set forth in Section 11(a) of this Exhibit.
- (s) "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 Authority Data and the Authority Electronic Property from unauthorized processing, destruction, modification, distribution and use, as approved in writing by the Authority.
- (t) "Service Term" means:
- (i) the term of the contract as set forth in Exhibits A or E to the Contract, or
 - (ii) with respect to any hosted service related to the Application, the specific term or period for subscription services set forth in Exhibits A or E of the Contract.
- (u) "Services" means all services to be performed by the Contractor for or on behalf of the Authority or Customers, as described in the Project Plan and this Exhibit.
- (v) "System" means an application, network, database or system provided or used to perform the Services by the Contractor.
- (w) "Technical Specifications" means the technical specifications, functional specifications, descriptions, designs, standards, instructions, and business requirements of the Authority related to the Application and the Authority's information technology systems, as may be further described in the Contract.
- (x) "Termination Assistance Services" means the Contractor's cooperation with the Authority in order to assist in the transfer of Authority Data to the Authority and to facilitate the transition to an alternative software or service for the Application at such time when the Authority may obtain authorization and/or funding for such replacement.

(y) "Updates" means all bug fixes, error corrections, patches, updates, upgrades or new releases or version of the Application during the Service Term.

2. CONTRACTOR REQUIREMENTS

(a) Unless specified in the applicable Project Plan, the Contractor shall furnish, at its own expense, all resources, personnel, equipment, tools, and supplies necessary for the full access and use of the Application and the timely performance of the Services and the Deliverables. The Contractor may use any means necessary and appropriate to perform the Services and the Deliverables under the Contract; provided, however, that in no event shall the Contractor take any action that may subject either it or the Authority to civil or criminal liability.

(b) The Contractor will establish and manage all Security Requirements necessary to protect the integrity of the Authority Data and permit appropriate access to the Application and the Authority Electronic Property. The Contractor will enable and stop access as users enter and leave the Application. The Contractor will cooperate with and assist the Authority and its other Project contractors to implement security protocols (e.g., firewalls, SSI, etc.) and take appropriate actions with respect to the Application and all Authority Data stored therein and the Authority Electronic Property so as to enable the Contractor to satisfy its obligations under the Contract and to help prevent the loss, alteration or unauthorized access to the Application and all Authority Data stored therein, or the Authority Electronic Property, to the extent within the Contractor's control. The Contractor will, upon the Authority's request, for each year of the Term of the Contract under the Project Plan, 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 Services that the Contractor provides to the Authority. The Contractor will use commercially reasonable efforts in accordance with the Security Requirements to secure the Application and all Authority Data stored therein against access by parties external to the Project 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 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 of the Project. As part of its routine audits, the Contractor will, on a regular basis, test the integrity of Authority Data backed up by the Authority or its Project Contractors.

(c) The Contractor shall adopt and implement all facility and network security, disaster recovery plans and back-up plans as to protect against data loss, theft and unauthorized access, disclosure and use of the Application, Authority Data, Authority Electronic Property and the Authority's Confidential Information and to ensure the integrity and continuity of the performance of Services and the Project under the Contract. The Contractor will use best efforts in accordance with industry best practices and standards for this requirement and consult and cooperate with the Authority and its other contractors who operate or access the Authority's data center and network systems (including the Authority Data and the Authority Electronic Property) in the performance of the Services.

(d) The Contractor and/or its designated third-party auditor(s) will perform all audits requested by the Authority or otherwise necessary or required under the Security Requirements to ensure data integrity and adherence to the requirements of the Project. As part of its routine audits, the Contractor will, on a regular basis, test the integrity of Authority Data backed up by the Authority's or its Project contractors.

(e) 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 the Authority's information technology system then in effect when on-site at the Authority's premises and all Applicable Laws.

(f) 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,

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(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.

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

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

(ii) the Contractor will limit the notices to Customers and any employees of the Authority regarding a Security Incident and the Contractor will assist with sending such notices if so requested by the Authority.

3. PROJECT PLAN AND MILESTONE DEADLINES

(a) The Contractor shall provide Services necessary to assess and evaluate the Authority's business requirements and information technology systems in order to create, deploy, configure, customize, migrate, deliver and/or implement the Application and any Authority Data to be migrated, interfaced to or used in conjunction with the Application unless otherwise provided or specified by the Authority, the Contractor will prepare for the Authority's review and approval a Project Plan setting forth in detail:

(i) the scope of the Project and the Services required to complete the Project,

(ii) the milestones and schedule for completing all tasks and requirements for the Project (including the creation, deployment, configuration, customization, migration, and implementation of the Application and any Authority Data,

(iii) all Authority Electronic Property required for access and use of the Authority and any Authority Data hosted by the Contractor,

(iv) all Deliverables and

(v) all acceptance criteria, testing and post-implementation tasks.

No Project Plan will be effective until approved in writing by the Authority's designated project manager.

(b) This is a fast-track Project with completion deadlines that cannot reasonably be extended. For this reason, it is the desire of the Authority to recognize any likely budget overruns as soon as possible, and by the Contract it is employing the Contractor to perform design monitoring, estimating, value analysis and other functions to help the Authority meet the Project budget. At any time that the Contractor develops concerns about the integrity of the budget for the Project, the Contractor shall promptly advise the Authority of the concerns through a variance report, which shall, at a minimum, state:

(i) the Contractor's concern;

(ii) the apparent cause of the concern, delay, or budgetary issue;

(iii) in the event of a concern about a delay, specifically demonstrate the negative impact of the delay to the critical path for the Project Plan;

(iv) define any cost impacts to the Project; and

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(v) provide the Contractor's proposed resolution to the concern. If any estimate submitted to the Authority exceeds previously approved estimates or the Authority's budget, the Contractor shall make appropriate recommendations to the Authority.

(c) If, using reasonable project monitoring techniques, the Authority determines, in its sole discretion, that it is unlikely or fails to meet a completion date or a cost estimate due under the Project Plan for any reason regardless of which party is at fault, in addition to any other rights and remedies that may be available to the Authority, at no additional cost to the Authority and at the Authority's option, the Contractor shall provide all necessary additional personnel at its own cost to accelerate performance as may be required or necessary to complete the activities required under the Project Plan within a re-adjusted time frame agreed to by both parties in a change order. The completion date shall be considered met if completed in accordance with the terms of the Contract within ten (10) working days of the originally estimated completion date. The Contractor will provide the Authority with prior written notice for any delays impacting the Application module/track delivery or other Services completion under the Project Plan in the form of a proposed change order.

(d) The Contractor shall use its best efforts after obtaining explicit consent from the Authority to re-sequence the Services to overcome and/or mitigate, to the greatest practicable extent, the effect of any delays regardless of the cause of such delays. Without limiting the foregoing, the Contractor shall diligently prosecute its Services in order to meet the proposed start date for the Application despite a dispute with the Authority relating in any way to the Contract, including without limitation any and all the Contractor's claims for modifications to the payments due to the Contractor. The Contractor and the Authority shall cooperate to resolve all disputes and to adjust the Project Plan accordingly by Contract modification in a timely manner (not to exceed two (2) weeks from the date of notice).

(e) Should the Contractor not progress in its performance of Services at a rate commensurate with the Service Term of the Contract, or fail to meet any scheduled date under the Project Plan, the Authority may, in its sole discretion, direct the Contractor to accelerate the Services by employing additional personnel and equipment or providing overtime to existing personnel as is necessary to complete the Application by the start date, or any portion of the Application by the milestone date specified in the Project Plan. Such the Authority-ordered acceleration shall be at the cost of the Contractor.

4. ACCEPTANCE

(a) Unless otherwise defined or specified in an Exhibit to the Contract, the provisions set forth in this Section shall determine the Authority's Acceptance of the Application.

(b) Implementation of the Application shall be completed in a timely manner and appropriate tests conducted by the Contractor with the cooperation of the Authority to facilitate Acceptance of the Application as more fully set forth in the Project Plan; provided, however, that the Authority may upon written request require that the Contractor perform testing with cooperation of the Authority.

(c) When each component of the Application has been developed and tested by the Contractor as being ready for operational testing, the Contractor shall notify the Authority in writing. The Authority shall provide reasonable assistance to commence operational testing.

(d) Unless otherwise specified in the Project Plan, within thirty (30) days after operational testing, the Contractor shall certify in writing that the Application component conforms to the Technical Specifications and is capable of being put into full commercial productive use in accordance with the Technical Specifications and otherwise meets the functional and business requirements set forth in the Contract ("the Contractor's Certification"). The Contractor Certification shall not be issued by the Contractor unless the Contractor has completed all tasks required for the installation, configuration, deployment (including data migration) and hosting or operational testing of the Application and such instance is ready for final testing and launch for production use by the Authority and Customers.

(e) The Application shall be finally accepted by the Authority when:

(i) each component of the Application is fully operational and properly configured by the Contractor, as applicable, and/or

(ii) when the instance of the Application is properly configured and made available to the Authority for production use on the Contractor's hosted environment, each in conformity with the Security Requirements and Technical Specifications outlined in the Contract ("Acceptance").

(f) If there is any objection to Acceptance, the Authority will provide the Contractor with a written notice (the "Defect Notice") reasonably identifying any claimed discrepancies between the actual performance of the Application

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component and the requirements set forth in the Contract within thirty (30) days after the issuance of the Contractor's Certification.

(g) Upon receiving a Defect Notice from the Authority, the Contractor shall confer with the Authority and jointly review each asserted discrepancy to determine if the claimed discrepancy is valid. The Contractor shall either promptly correct the discrepancy and resubmit the Application component for acceptance by the Authority on the same basis as initially submitted or terminate the Contract. If, in the reasonable professional judgment of the Contractor such discrepancy is not valid, the Contractor shall so notify the Authority in writing.

(h) The written explanation of the Contractor set forth herein shall be deemed accepted by the Authority within thirty (30) days after the Authority's receipt of the written explanation and Acceptance shall be deemed to have occurred unless the Contractor receives from the Authority written notice rejecting such explanation and detailing exactly how the Application component does not conform with the Technical Specifications and/or Security Requirements. If the Application is not accepted by the Authority following two (2) attempts by the Contractor to provide an undisputed the Contractor's Certification, the Authority may terminate the Contract with respect to that particular component or the entire Application, at its sole discretion.

(i) The foregoing Acceptance procedure shall apply with respect to the Authority's Acceptance of the overall turn-key system comprising all components of the Application (including migrated Authority Data, if applicable) in a condition ready for immediate use and operation by the Authority

(i) in its facilities and/or the operating environment if a component of the Application is installed, or

(ii) via the Contractor's hosted servers for the instance of the Application is hosted, as applicable, on or before the start date set forth in the Project Plan.

(j) In the event that the Authority, upon final review, does not accept the Application or only makes a partial acceptance of the Application, the Authority may elect to:

(i) accept delivery of the Application "AS IS" at a negotiated equitable reduction in the price and payment schedule for both the Application and any Services; or

(ii) terminate the Project and receive a refund of all fees paid in advance to the Contractor, which in such event, the Contractor shall immediately repay all fee advances paid by the Authority under the Project Plan and the Authority may retain all holdbacks.

5. TRAINING

The Contractor will perform all training required for access and use of the Application upon initial deployment and during the Service Term, as reasonably requested by the Authority. The Contractor will at a minimum provide the Authority with sufficient training and instruction on the use and operation of the Application. Such training will be performed at the Authority's facilities (unless otherwise agreed upon by the parties in the Project Plan).

6. APPLICATION SUPPORT AND PERFORMANCE

(a) The Contractor shall:

(i) promptly notify the Authority of any errors in the Application of which it learns from any source;

(ii) respond to user identified Application errors in no more than 4 hours after notification, and implement corrected Application copies or corrections or bypasses such that the Application performs in all material respects in accordance with the Documentation, within one (1) business day thereafter;

(iii) provide to all authorized users on a 24 hours per day, 7 days per week basis, all reasonably necessary telephone or web consultation requested by them in connection with their use and operation of the Application; and

(iv) treat any Application dumps, Authority Data, tapes or any other documentation provided from users to resolve a reported problem as Confidential Information of the Authority.

(b) The Contractor will periodically release maintenance Updates with minimum impact and downtime to the Authority and after business hours. At no additional cost to the Authority, the Contractor will provide access to all maintenance Updates and all new features and functionalities of the Application that are provided by the Contractor to any of its other customers. In each case, the Contractor will provide the Authority with prior written notice (by as much time as practicable but in no event less than one (1) day(s) of the release by the Contractor of any Updates,

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and will implement such Updates (including any configuration or integration thereto) for access and use by the Authority at no additional cost to the Authority. If the Authority requests the Contractor to test such Updates, the Contractor will promptly test such update to the Authority at no additional cost. If any Update is installed, such Update will thereupon be deemed to be part of the relevant Application upon delivery subject to Acceptance by the Authority. All such Updates, where reasonably necessary, will be accompanied by updated Documentation. The Contractor covenants that each upgrade and will be backwards compatible with all parts of the Application.

(c) The Contractor will use commercially reasonable efforts to maintain the Application with a high level of quality and performance consistent with industry standards and the state-of-the-art technology.

(d) To the greatest extent possible, the Contractor will schedule maintenance during times least disruptive to the Authority's use of the Application. Scheduled maintenance is a period in which the Authority is notified in advance, during which the Contractor may suspend availability of all or part of the Application in order to carry out maintenance activities. Scheduled Maintenance will be scheduled after normal business hours ("Maintenance Window"). To the extent possible, the Contractor will perform maintenance without suspending the Application (i.e., hot) and will coordinate with the Authority by written notice to schedule maintenance requiring downtime at such hours and date least disruptive to its business.

(e) The Authority will be notified by e-mail not less than three (3) calendar days in advance of any period of Scheduled Maintenance that will require suspension of all or the majority of the Application for a period of one (1) hour or more. The Authority will be notified by email not less than seven (7) calendar days in advance of any period of Scheduled Maintenance that will require suspension of all or the majority of the Application for a period of more than one (1) hour. The Contractor will schedule any period of Scheduled Maintenance that requires suspension of all or a major part of the Application for more than three (3) hours during a Maintenance Window on a Friday night, or Saturday or Sunday morning.

7. ADDITIONAL REPRESENTATIONS AND WARRANTIES

In addition to all other representations, warranties, and covenants included in the Contract, Contractor represents, warrants, and covenants, for itself, its employees, subcontractors and agents that:

(a) it is not contractually prohibited from engaging in the Services or providing the Deliverables, and that it is not a party to any contract or under any obligation which conflicts with the terms of the Contract or which prohibits Contractor from carrying out its responsibilities under the Contract;

(b) it is fully able to furnish the Services as contemplated by the Contract;

(c) there are no contracts to which it is a party which would prevent its timely and complete performance of the terms and conditions of the contract, and the Contractor agrees not to enter into any such contract during the pendency of the Contract;

(d) it is experienced in the type of software engineering necessary for completion of the Project, and it understands the complexity involved in this type of project and the necessity of coordination of its Services with stakeholders within which the Project will be performed;

(e) there are no contracts to which it is a party which would prevent its timely and complete performance of the terms and conditions of the contract, and the Contractor agrees not to enter into any such contract during the pendency of the Contract;

(f) the Application will not contain any Malware at all times during which the Application is made available for access and use by the Authority's user or Customers, or any Authority Data is processed using the Application. Any patches, Updates, upgrades or error corrections to the Application provided by the Contractor likewise will not contain any Malware;

(g) the Application will not contain any security mechanisms, including, but not limited to, copy protect mechanisms, encryptions, time-activated disabling devices or other codes, instructions or devices which may disable the modules or other software or erase or corrupt data;

(h) the Application will comply with all Applicable Laws at all times from the date of Acceptance to the expiration of the applicable warranty period;

(i) With respect to the Application,

(i) all modules and other materials (other than third party software and hardware approved by the Authority) will be original;

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(ii) there is, and on the date of Acceptance will be, no claim, litigation or proceeding pending or threatened against the Contractor with respect to the Application, or any component thereof, alleging infringement or misappropriation of any patent, copyright, trade secret, trademark or any other personal or proprietary right of any third party in any country; and

(iii) the Application, and any use thereof, shall not infringe upon any Intellectual Property Right of any third party in any country; and

(j) The System will not contain or otherwise be developed using any Open Source Software (as defined below) in a manner that subjects the Authority to any license obligations of such Open Source Software. "Open Source Software" means any software licensed under terms requiring that other software combined or used or distributed with such software:

(i) be disclosed or distributed in source code form, or

(ii) be licensed on terms inconsistent with the terms of the Contract.

8. ADDITIONAL WARRANTY REMEDIES

The Authority is entitled to all warranties implied by law or regulation. These warranties shall survive any Acceptance and payment by the Authority for the Services and are in addition to, and shall not be construed as restricting or limiting the warranties of the Contractor, express or implied, that are provided by law or exist by operation of law. For any breach of the warranties contained in this Section, the Authority's remedy, in addition to all remedies available at law or in equity, shall be:

(a) For Application. The correction of errors that cause breach of the warranty. If the Contractor is unable to provide such error corrections or otherwise make the Application operate as warranted within the periods specified in the Contract, the Authority shall be entitled to terminate the Contract with respect to the affected module/track and recover a prorated amount paid to the Contractor based on each module, which prorated amount will be calculated based on a useful life of five years from the date of final Acceptance. If, however, the loss of functionality cause by such error impacts the overall turn-key system performance of the Application, then the Authority shall be entitled to terminate the Contract with respect to all modules/tracks and recover all amounts paid to the Contractor by the Authority. The Contractor shall not be responsible or liable for any errors that are determined to be attributable to the Authority's failure to comply with any user requirements under the applicable Technical Specifications, or any Force Majeure event.

(b) For Deliverables. The correction of errors that cause breach of the warranty by re-performing the Services necessary to create the Deliverables and by providing Deliverables conforming with the Technical Requirements at no cost to the Authority.

(c) For Services. The re-performance of any Services not conforming to the warranty at no cost to the Authority.

9. OWNERSHIP OF THE AUTHORITY MARKS, AUTHORITY DATA AND AUTHORITY ELECTRONIC PROPERTY

(a) The Contractor will not:

(i) use or register any trademark, service mark or domain name that is identical to or confusingly similar to any trademark, service mark, logo or other name owned or used by the Authority, including domain names and trade dress; or

(ii) create, acquire, license or support any internet keyword or search term that contains any such marks or other Intellectual Property Rights owned or licensed by the Authority, except as expressly provided in the Project Plan and only in the performance of the Services for the benefit of the Authority. All use thereof inures solely to the benefit of the Authority and is subject to the Authority's quality control and standard guidelines.

(b) 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 Exhibit or the Contract in the performance of the Services solely for the benefit of the Authority or Customers, the Contractor may not use, edit, modify, create derivatives, combinations or compilations of, combine, associate, synthesize, re-identify, reverse engineer, reproduce, display,

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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.

10. PROPRIETARY INFORMATION AND NON-DISCLOSURE

(a) 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" (as defined herein) from or regarding the Authority employees, agents and representatives or documents, or otherwise as a result of performing the Services of the Contractor hereunder.

(b) "Confidential Information" as used herein, shall mean and include, without limitation:

- (i) Any information concerning the Authority or the Project, which is provided by the Authority or any Project team members 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 Project, which are not published;
- (ii) All Authority Data; and
- (iii) the Authority Electronic Property.

(c) 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 Service Term and following any expiration of termination hereof. 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 Services of the Contractor hereunder.

(d) 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.

(e) During the Service Term, the Contractor shall not improperly use or disclose any proprietary information or trade secrets of any third party and will not bring on to the premises of the Authority any unpublished documents or any property belonging to any third party unless consented to in writing by the third party.

(f) 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.

(g) Upon any termination or expiration of the Contract, the Contractor agrees to deliver to the Authority any and all Confidential Information except that the Contractor may keep one file copy of any Confidential Information pertinent to its rights and obligations surviving the expiration or termination of the Contract, which copy shall be held in confidence in accordance with this Section.

11. HOSTED SERVICES

With respect to the Application and/or any Authority Data hosted or Processed by the Contractor, the following terms will apply:

(a) Unless otherwise designated in the contract or agreed upon in writing by the Authority, the Contractor will use commercially reasonable efforts to make the Application available 24 hours per day 7 days a week. The Contractor represents that access to the Application for The Authority and its Customers will be maintained at an availability standard of 99.99% as measured over the course of a calendar month, excluding Standard Exceptions (the "Service Levels"). "Standard Exceptions" to the 99.99% service-availability standard shall mean scheduled maintenance, maintenance downtime to resolve extraordinary technical problems with the Application or the host operating environment, force majeure (including state or federally declared natural disasters in the Contractor's physical locations), or technical difficulties attributable to any non-Contractor computer hardware, or technical difficulties attributable to the Authority's interface with the Application unless such technical difficulties are the direct fault of the Contractor. The Contractor agrees to measure and provide a detailed report to the Authority, on a monthly basis, showing the Contractor's provision of the Application as compared to the Service Levels.

(b) Unless otherwise approved in writing by the Authority, the Contractor must host the Application in the United States of America ("U.S.A.") at the location(s) specified by the Contractor, must provide services under the Contract with resources (e.g., hardware and software) located in the U.S.A, and must not transfer or process any Authority Data outside of the U.S.A.

(c) In the event of the expiration or termination of the Service Term, upon the Authority's written request, the Contractor will provide Termination Assistance Services for a period of time commencing on the effective date of termination or expiration of the Contract and ending on a date designated in advance by the Authority.

(d) The Contractor will promptly notify the Authority upon discovering or otherwise learning of a Security Incident. 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:

(i) 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 that it elects to undertake,

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

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

12. THE AUTHORITY'S RIGHTS TO ACCESS AND USE APPLICATION

The Contractor hereby grants to the Authority, Customers (but only in their capacity as Customers), and third-party service providers providing services to the Authority (but only in their capacity as the Authority's service providers) a non-exclusive, worldwide, royalty-free license to access and use the Application during the Service Term. Such license shall be enterprise-wide for an unlimited number of users or transactions, unless limitations on use are expressly agreed upon by the Authority in the Contract. The Authority may allow its contractors and service providers to access and use the Application in the course of performing services for the Authority, including application development services, data processing and facilities management services.

13. USE OF AUTHORITY'S NAME

The Contractor agrees not to make any written use of or reference to the Authority's name for any marketing, public relation, advertising, display or other business purpose or make any use of Authority Data for any activity unrelated to the express business purposes and interests of the Authority under the Contract, without the prior written consent of the Authority, which consent will not be unreasonably withheld.

14. SPECIFIC PERFORMANCE

The Contractor acknowledges and agrees that the remedy at law for the breach of provisions of the Contract (particularly with respect to ownership of intellectual property and Confidential Information) may be inadequate and that the Authority may be entitled to injunctive relief without bond, in addition to any other rights or remedies which the Authority may have for such breach.

15. INDEMNIFICATION

In addition to general indemnification set forth elsewhere in the contract, the following indemnification obligations shall apply:

The Contractor shall, to the proportionate extent that they are responsible, indemnify, defend and hold harmless the Authority and its trustees, directors, officers, employees, Customers and agents from and against any and all Claims and Losses of any nature or kind to the extent arising out of, caused by, or resulting from:

(a) any failure of the Application or the Services to conform with Applicable Laws or the Technical Specifications or Security Requirements set forth in the Contract;

(b) any Security Incident; and

(c) any actual or alleged violation, infringement or misappropriation of any Intellectual Property Rights of a third party related to the Services and the Application, regardless of whether or not any such Claim or Loss is caused in part by any indemnitee. In particular, the Contractor acknowledges that the Contractor's obligation to indemnify the

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Authority extends to any liability arising out of any actual negligence by the Contractor in the delivery of any products or services under the Contract. Notwithstanding the foregoing, the Contractor shall not be liable to an indemnitee for any losses incurred by such indemnitee to the extent such claim is attributable solely to that indemnitee's sole negligence.

16. APPROVAL

Any approval given by the Authority shall not relieve the Contractor of its obligations and other duties under the Contract or be construed as an assumption or waiver by the Authority.

TAB 11

Attachment 1

Style Guide

Attachment 1, Sytle Guide

CapMetro

Brand Style Guide
Summer 2023

Introduction

The mission of CapMetro is to connect the lives of Central Texans to work, play and services. Our brand is a promise to our riders that all of the touchpoints they encounter will inform, delight, and empower them to explore Austin and its surrounding communities. Our tone is friendly and accessible, and our services should feel safe, comfortable and reliable.

This guide of brand guide provides many essential tools for developing digital and print assets that can be utilized both online and in the field of our service area. A commitment to these brand standards is a commitment to the stories and lives of Central Texas. Thanks for your assistance and commitment to following these brand guidelines!

– CapMetro Marketing & Communications Dept.

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1. Logo Usage

- Best Practices
- Service Lockups
- Department Lockups
- Agency Lockups
- Apps

The CapMetro wordmark should be displayed in PMS307 wherever possible. Black and white are secondary options. In some instances the wordmark can be displayed in other key colors from the CapMetro color palette when aligned with a particular campaign look/feel.

Primary Option
PMS 307



Secondary Options
100% Black & White



**Acceptable
Alternative Colors**
(See full color palette
on page 13)



Do not stretch or alter the proportions of the wordmark, and do not use a drop shadow behind it. Do not place the wordmark directly over photography. Instead, you can display it inside a geometric container.



Service Lockups

These are the acceptable configurations of the logo lockups of CapMetro's services. The colors may be reversed when placed on a dark background. Logo lockups can also be used as a single color in either black or white.

CapMetro **Access**

CapMetro
Access

CapMetro **Bus**

CapMetro
Bus

CapMetro **Express**

CapMetro
Express

CapMetro **Rail**

CapMetro
Rail

CapMetro **Rapid**

CapMetro
Rapid



Pickup
by CapMetro

Department Lockups

These are the acceptable configurations of the logo lockups of CapMetro's internal departments and initiatives. Colors may be reversed on dark backgrounds. Department lockups can also be used as a single color in either black or white. The list below is not comprehensive, only a few examples.

CapMetro | Public Safety

CapMetro
Public Safety

CapMetro | Wellness

CapMetro
Wellness


CapMetro | Business Solutions

CapMetro
Business Solutions

CapMetro | Operations


CapMetro
Operations


Colors for print:

 100C/50M/19Y/2K

 75% K


Colors for web:

 006E9F

 636466

Colors for vinyl decals:

 3M Scotchlite Reflective
680-75

 3M Scotchlite Reflective
Metallic Slate 220-201

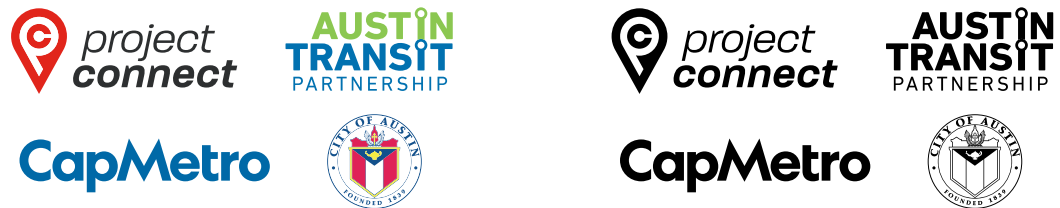
Agency Lockups

The 4-agency lockup will be used frequently in documents, presentations, and signage. These are the acceptable configurations. Keep the logos in this order. You can display them in the black, white, or the colors below. Do NOT alter any logo.

Horizontal



Stacked



Vertical





2. Graphic Elements

- Typography
- Color Palettes
- Iconography
- Photography
- Shapes
- Layouts

Typography

You may use DIN Next Pro for any type of collateral. All weights in the family may be used for headlines, body copy, call-outs, and mapping. This is the primary typeface of the CapMetro brand.

DIN Next Pro

AaBbCcDdEeFfGgHhIiJjKk
AaBbCcDdEeFfGgHhIiJjKk
AaBbCcDdEeFfGgHhIiJjKk
AaBbCcDdEeFfGgHhIiJjKk
AaBbCcDdEeFfGgHhIiJjKk
AaBbCcDdEeFfGgHhIiJjKk

Museo Slab can be used for headlines and subheads. Do not use it for body copy or call-outs.

Museo Slab

AaBbCcDdEeFfGgHhIiJjKk
AaBbCcDdEeFfGgHhIiJjKk
AaBbCcDdEeFfGgHhIiJjKk
AaBbCcDdEeFfGgHhIiJjKk
AaBbCcDdEeFfGgHhIiJjKk
AaBbCcDdEeFfGgHhIiJjKk

Typography

Info Display is used for wayfinding and mapping only. It also appears on station signage at Rapid and Rail stations.

Info Display

AaBbCcDdEeFfGgHhIiJjKk
AaBbCcDdEeFfGgHhIiJjKk
AaBbCcDdEeFfGgHhIiJjKk
AaBbCcDdEeFfGgHhIiJjKk
AaBbCcDdEeFfGgHhIiJjKk

Palatino is the serif typeface available on Mac and PC platforms that can be used for more formal projects like certificates, invitations or government-relations documents. Do not use it on marketing or operations-related projects like advertising, maps, wayfinding, or infographics.

Palatino

AaBbCcDdEeFfGgHhIiJjKk
AaBbCcDdEeFfGgHhIiJjKk
AaBbCcDdEeFfGgHhIiJjKk
AaBbCcDdEeFfGgHhIiJjKk

Color Palette

Colors may be combined in a layout to form primary and accent combinations.

Do not use tints of a color. See below for services that correspond with each color.



CAPMETRO BLUE

Pantone: PMS 307C

CMYK: 100/50/19/2

HEX: #0069A7

Corresponds to Bus, Rapid, Pickup & Rideshare



VIOLET

Pantone: PMS 2602C

CMYK: 56/100/0/0

HEX: #862A8F

Corresponds to CapMetro for Business



RAIL RED

Pantone: PMS 485C

CMYK: 0/95/100/0

HEX: #E1251B

Corresponds to Rail & Express



RHODAMINE RED

Pantone: PMS Rhodamine Red C

CMYK: 0/100/0/0

HEX: #EC008C

Corresponds to High Frequency Routes



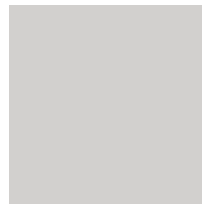
SUNSHINE

Pantone: PMS 116C

CMYK: 0/18/100/0

HEX: #FFCD00

Corresponds to Bike



LIGHT GRAY

Pantone: PMS Cool Gray 2 C

CMYK: 17/14/15/0

HEX: #D0CfCD

Corresponds to Bike



ACCESS GREEN

Pantone: PMS 7731C

CMYK: 85/24/93/9

HEX: #1D8649

Corresponds to Access



TEAL

Pantone: PMS 320C

CMYK: 80/19/34/0

HEX: #0099A8

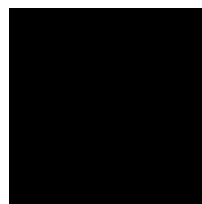


COOL GRAY

Pantone: PMS Cool Gray 9 C

CMYK: 55/47/44/10

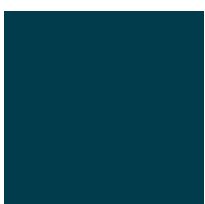
HEX: #76777A



BLACK

CMYK: 0/0/0/100

HEX: #000000



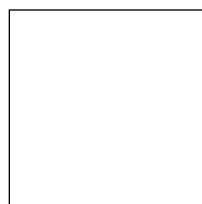
MIDNIGHT BLUE

Pantone: PMS 548C

CMYK: 100/64/50/43

HEX: #003B4D

Corresponds to Late Night Service



WHITE

CMYK: 0/0/0/0

HEX: #FFFFFF

Vinyl Decals

The swatches listed below should only be used for printing vinyl decals for vehicle exteriors only. These are common for non-revenue vehicles (NRVs). Do not spec reflective material for interior decals (which are printed digital full-color on plain white vinyl).



Blue decals:
3m Scotchlite Reflective 680-75



Red decals:
3m Scotchlite Reflective 680-72



Gray decals:
3m Scotchlite Reflective 220-201



Green decals:
3m Scotchlite Reflective 680-10 + PMS 369



Black decals:
3m Scotchlite Reflective 680-85



White decals:
3m Scotchlite Reflective 680-10



When necessary:
Electric Bus Blue: PMS 7461



When necessary:
Silver Stripe: PMS 7543

Fleet Paint

These are the paint colors for revenue vehicles only. These colors reflect the pre-2022 legacy branding.



Electric Blue:
DuPont 867601EG



Rapid Silver:
DuPont F0900 Violet Effect



Silver Stripe:
DuPont F2573 Light Silver Effect



Rapid Stripe:
DuPont M1049 New Red



Rail/Express Red:
DuPont H7994 Red Effect



Black:
DuPont Fleet 99

Facilities Paint

These are common powder coats for bus shelters in the pre-2022 style.



Blue banner sign:
RAL 5005



Blue banner on bus shelter:
RAL 5019 Capri Blue



Gray structure:
RAL 7035



Gray structure of Rapid stations:
RAL 9006 White Aluminum

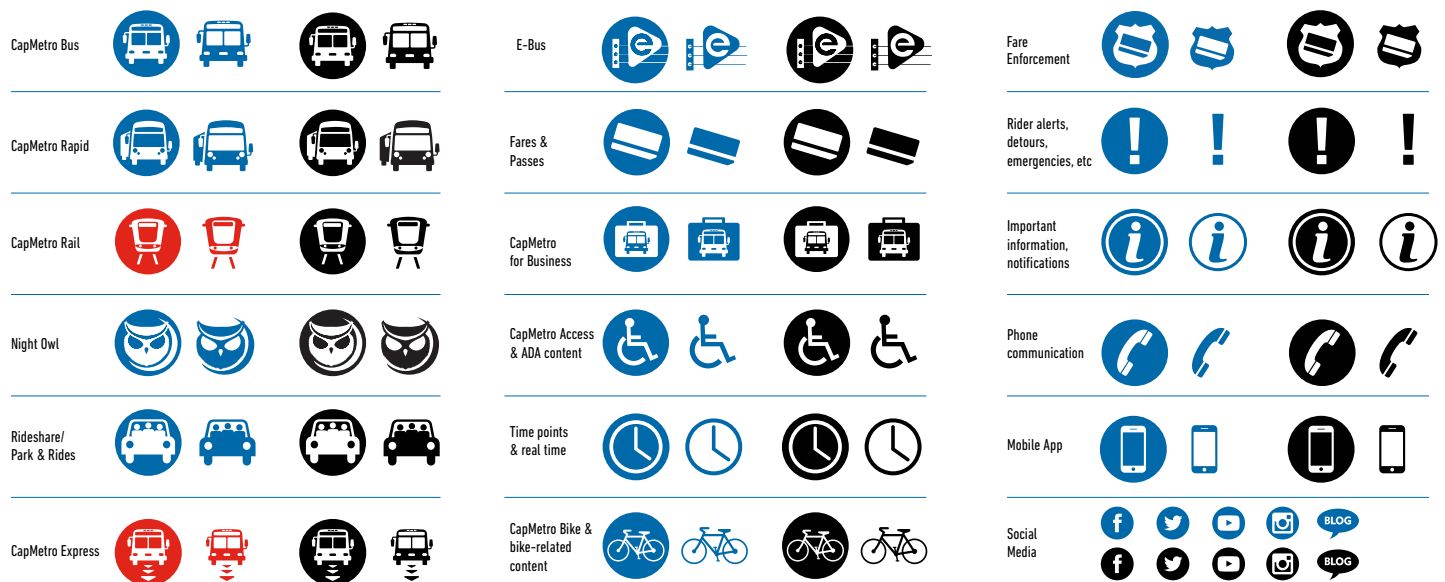


Blue for urban pole signage:
RAL 5017 Traffic Blue

Iconography

The CapMetro brand contains two types of iconography. The first type are Service icons which can only be used for service-related collateral and not as decorative design elements. The second type are illustrative icons, which can be used to illustrate various themes in infographics. Refer to the drawing style below when crafting new illustrative icons.

Service Icons



Illustrative Icons

Use a clear, sturdy line weight to craft one-off icons for infographics. Avoid too much complex detail. Use simple vectors and avoid gradients and patterns inside the icons.



Photography

Photography should always focus on riders. Vehicles should be in the background while riders are the focal point. Always strive for diversity and an authentic depiction of Austin life when choosing photos for a project.



Photography

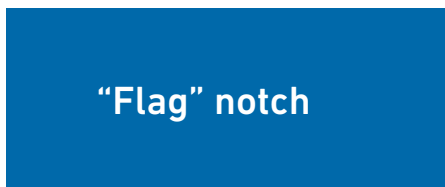
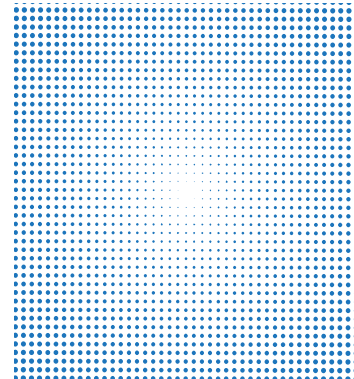
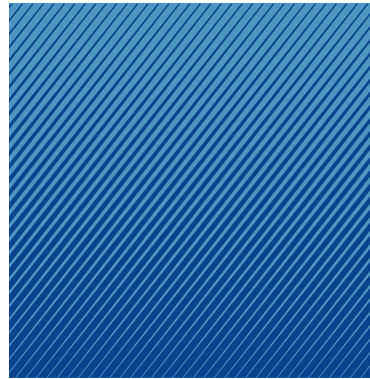
Here are some guidelines for best practices when directing a photo shoot:

1. Choose locations with attractive backgrounds like recognizable buildings, parks, or neighborhoods. Avoid bland retail or street scenes with lots of distracting signage or power lines.
2. If reserving a bus for a shoot, choose a location where the bus can idle without blocking traffic or other bus routes.
3. Clear shooting locations of distractions like trash, branches, backpacks, etc.
4. Find volunteers who are comfortable and energetic in front of the camera. Strive for diversity in ethnicities, body types, and abilities.
5. Give your photographer advance notice of a shoot, as well as a run sheet of locations and call times, and list of key shots to get. Also be prepared to go off-script and allow your photographer to experiment with shots.
6. Do not schedule more than four locations in a 8-hour day.
7. Suggest props and poses for your subjects. Ideas include interesting hats, accessories, bags, books, and bubbles which have all been successful props. Redirect a subject if their arms are hanging to the side motionless.
8. Be sure to capture a combination of wide angle shots for the website, "hero" portraits, lifestyle actions like walking, chatting, laughing, and ridership scenes like boarding, talking to the operator, and signaling for a stop.
9. Photos can be cropped creatively; be sure to focus on people. Their stories are the CapMetro brand.
10. Include operators, mechanics, or other front-line employees in your shoot.
11. Participants should avoid colors that are too similar to the vehicle they are posing with.
12. It is crucial to get permission when shooting at a company or business. All participants need to sign a release form, unless they are employees of CapMetro and its service providers.

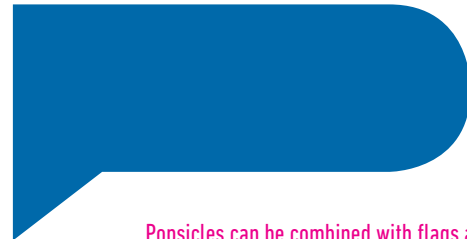


Shapes, Containers & Patterns

Use geometric configurations to organize hierarchies of information. Headlines, call-outs and logos can be separated to create an easily-read layout, especially when many layers of information exist, like maps, lists, graphs and body copy. Accent colors and background patterns are also useful.



Triangle on bottom is always 45 degrees, shape is created by deleting a corner from a square.



Popsicles can be combined with flags and notches to create a variety of containers.

CapMetro

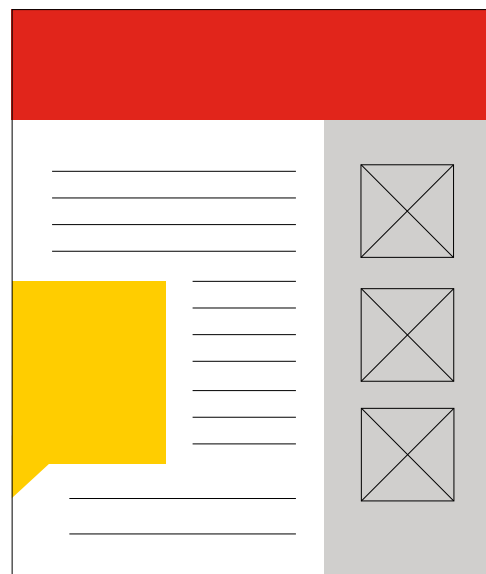


CapMetro

Note: When setting the wordmark inside a container, keep sufficient space around the letters, about the height of a lower-case letter. **Do not** use partially curved corners; use either sharp angles or a fully curved 'popsicle stick' effect.

Layouts

Use geometric configurations to organize hierarchies of information. Headlines, call-outs and logos can be separated to create an easily-read layout, especially when many layers of information exist, like maps, lists, graphs, photos and body copy. Accent colors and background patterns are also useful.



Layouts

Use horizontal and vertical lines to establish hierarchies of information. Variations in color and line weight can help distinguish headlines, subheads, dates, body copy, callouts and URLs. Some examples are laid out below.

Cutsheet Title

Headline 1

- Item 1
- Item 2
- Item 3

Headline 2

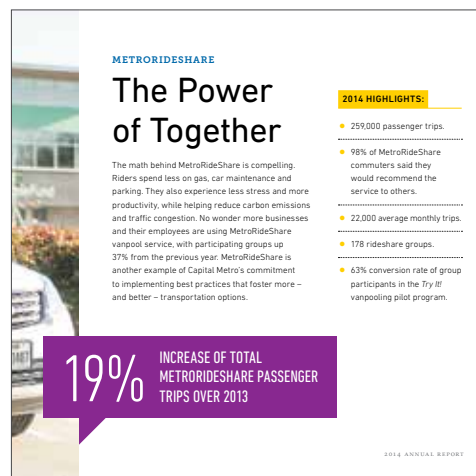
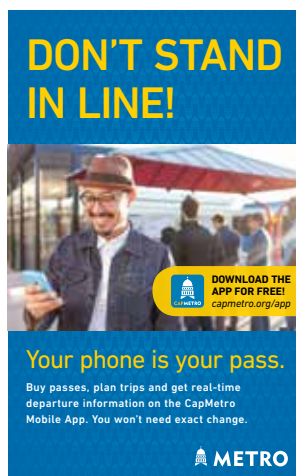
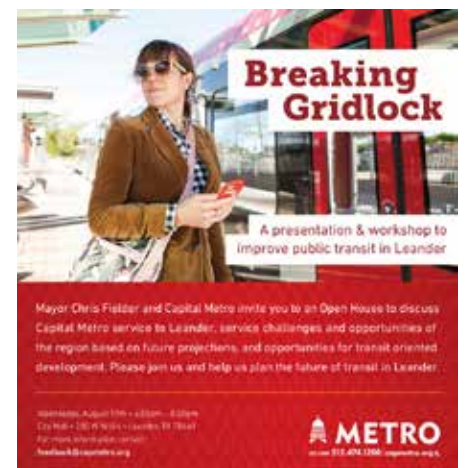
Subhead / Date / URL etc

- Item 1:** Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Urna condimentum mattis pellentesque id nibh tortor.
- Item 2:** Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Urna condimentum mattis pellentesque id nibh tortor.

CapMetro

Layouts

Here are some examples of simple layouts using geometric shapes to separate the hierarchy of information, including headlines, photos, body copy and call-outs.





3. Copywriting

- Voice
- Terminology
- Style standards

Voice

For most items, the voice should be informal and approachable. Use simple, plain language and avoid industry jargon as much as possible. This applies to technical terms, initials and acronyms, but also to things like describing leaving a bus: Say “exit the bus” or even “get off the bus” rather than “deboard.”

Write clearly for readers of all educational backgrounds who are not going to spend any more time than is strictly necessary — and probably less than that — to get the information they’re looking for.

Note: Use AP Style in all communications, except for these brand-specific conventions:

Agency Name

Our name is CapMetro. Don’t use CMTA, and there’s rarely a need to use Capital Metro or Capital Metropolitan Transportation Authority. If referring to CapMetro generically, use “the agency” and not “the authority.”

Services

In body copy, first mentions should be written as listed below. Second and subsequent mentions can be written as “Bus,” “Rail,” etc. Use the full service name (“CapMetro Bus”) when it stands alone. But there’s no need to repeat “CapMetro” when listing out multiple service names (“CapMetro Bus, Rapid and Rail”).

1. CapMetro Bus
2. CapMetro Rapid
3. CapMetro Express
4. CapMetro Rail
5. CapMetro Access
6. CapMetro Bikeshare

Routes

When referencing a route in text, refer to the route as both its number and full name, and capitalize “Route.”

When referencing a serial list of routes in text, using only numbers is acceptable.

Ex. Route 2 Rosewood; CapMetro will extend Routes 10, 30 and 300 for New Year’s Eve.

- CapMetro Bus 7 Duval/Dove Springs
 - CapMetro Rapid 801 North Lamar/South Congress
 - CapMetro Rail Red Line (Red Line is two words, don’t use the route number 550)
-

People

1. Don’t use “employees.” Refer to staff and staff members or team and team members.
 2. Bus operators drive the bus, not bus drivers.
 3. Engineers drive the train. Conductors check passes on board.
 4. Use customers primarily, though also riders. Don’t use passengers.
-

Headlines

1. Use title case headlines.
Ex. “Our amenities” is an incorrect headline. “Our Amenities” is correct.
 2. Keep sub-heads brief and informal.
 3. Provide direct, descriptive information.
-

Web Addresses

1. Don’t use full web addresses in copy if possible. Use a hyperlink. **Ex. “Download the CapMetro App” is correct. “Visit www.capmetro.org” is incorrect.**
2. For accessibility purposes, do not hyperlink the word “here”.
3. If a website link is used, do not include “http” or “www”.

Asterisks or Notes

1. Asterisk and Note statements should be italicized.
 2. Asterisk statements are given in sentence form, with the first word capitalized.
 3. Asterisks come after the punctuation in a sentence. **Ex. Check with the bus operator.***
 4. Multiple asterisks within the same section should follow a numerical order, meaning the first reference would have one asterisk and the second two asterisks, and so on.
Ex. Make friendly contact with the bus operator.*
Then unload your bike.**
 5. Note statements lead with the word “Note” and a colon. **Ex. “Note: please be careful” is a correct format.**
 6. The first word after a colon in a Note statement should be lower case. **Ex. “Note: times and dates may vary” is a correct format.**
-

Facilities

1. CapMetro Bus routes have bus stops that are identified by a Stop ID and location.
Ex. Stop ID 1414 at Huntland & Brenda
 2. CapMetro Rapid lines have stations with a Stop ID and name.
Ex. Stop ID 2738 Capitol Station
 3. Park & Ride is capitalized and uses an ampersand, not the word *and*: Lakeline Station Park & Ride. This applies both the standalone name or within a sentence referred to a generic Park & Ride.
 4. CapMetro Bike Shelters
-

Money

1. \$1 without zeroes. **Ex: \$10; \$100; \$1,000 is correct. \$1.00 is incorrect.**
2. 50 cents (spell out “cents”).

Phone Numbers

1. There are no parentheses around the area code.
Ex. 512-555-4444 is correct. (512) 555-4444 is incorrect.
 2. Use a dash between each group of numbers.
Ex. 512-555-4444 is correct. 512 555-4444 is incorrect.
 3. Use numbers first, then spell-out a word.
Ex. 512-477-7499 (RIDE) is correct.
512-477-RIDE is incorrect.
-

Miscellaneous

1. Use lowercase for downtown, even in front of the city name as in downtown Austin.
 2. Capitalize East Austin, Central Texas, but lowercase southeastern Austin or northwestern Travis County.
 3. The name of our mobile app is the CapMetro App. But it’s not a capitalized for the Pickup app.
 4. Use fare and pass instead of ticket.
 5. Use MLK instead of variations like Martin Luther King, ML King or MLK Jr.
-

Partner Names

1. CTRMA: Spell out full name with initials in parentheses on first reference and use only initials on second reference.
Ex. Central Texas Regional Mobility Authority (CTRMA)
2. CAMPO: Spell out full name with initials in parentheses on first reference and use only initials on second reference.
Ex. Capital Area Metropolitan Planning Organization (CAMPO)

Facility Names

- | | | |
|--|--------------------------------|-----------------------------------|
| 1. CapMetro Headquarters or Administration | 11. Lago Vista Park & Ride | 22. Round Rock Transit Center |
| 2. Crestview Station | 12. Lakeline Station | 23. South Congress Transit Center |
| 3. Downtown Station | 13. Leander Station | 24. Southpark Meadows Station |
| 4. Eastside Bus Plaza | 14. Manor Park & Ride | 25. Tech Ridge Park & Ride |
| 5. Elgin Park & Ride | 15. MLK Station | 26. Transit Store |
| 6. Great Hills Park & Ride | 16. New Life Park & Ride | 27. Triangle Park & Ride |
| 7. Highland Station | 17. North Lamar Transit Center | 28. Westgate Transit Center |
| 8. Howard Station | 18. Norwood Transit Center | |
| 9. Jonestown Park & Ride | 19. Pavilion Park & Ride | |
| 10. Kramer Station | 20. Pinnacle Park & Ride | |
| | 21. Plaza Saltillo Station | |
-

Times & Dates

- When describing a range of days, spell out the days in full and separate the range using a hyphen.
Ex. Tuesday-Friday is correct.
- Monday-Friday should be referred to as weekdays, using normal capitalization rules for the term.
Ex. "The station is open weekdays" wouldn't be capitalized.
Ex. "Weekdays, 8 a.m.–5 p.m."
- A range of days followed by times should be separated by a comma.
Ex. Weekdays, 8 a.m.–5 p.m.
- A range of time should be separated by an em dash with no spaces on either side of the dash.
Ex. Monday-Friday, 8 a.m.–5 p.m.
- There should be no zeroes in time.
Ex. 8 a.m. is correct. 8:00 a.m. is incorrect.
- A.m. and p.m. both require a period after each letter and should be lowercase.
Ex. a.m. and p.m. are correct. am and pm are incorrect.
- There should be a space between the time and the term a.m. or p.m.
Ex. 2 a.m. is correct, 2a.m. is incorrect.
- After listing a time, do not use CST (to indicate Central Standard Time). There should be no designation of time zones. **Ex. 8 a.m.–5 p.m.**
- Months: Abbreviate the names of months when the name has more than 6 letters and when used with a day or year, but spell it out when used alone.
Ex. March 3, 2015; Dec. 4, 2016 are correct. December 4, 2016 is incorrect.
- Numeric: When headings, chart labels or other formats require a numeric date presentation, forward slashed are preferred.
Ex. 9/15/16 is correct.
- Fiscal Year: Capitalize and use four digits on first reference; abbreviate and use 4 digits with no space in between on second reference.
Ex. Fiscal Year 2015 (first reference), FY2015 (second reference) is correct.

General Rules

1. Voice should be friendly and the tone somewhat informal.
 2. Content should be broken into short, concise paragraphs.
 3. Use active verbs and calls to action wherever possible.
 4. Use video or photos where possible/appropriate instead of copy.
 5. Get similar data onto one page. Don't make people go to too many sub-pages.
 6. Make good use of white space and bulleted lists so people can easily choose information most relevant to them.
 7. Utilize "our" to show community and ownership, where appropriate.
Ex. our riders, our community
 8. Utilize "we" for CapMetro and "you" for audience where appropriate to make the copy more personal.
Ex. We strive; We offer; to help you; if you need
 9. Avoid initials and acronyms when possible. Spell out a name or write around the term.
 10. Avoid industry jargon, even basic terminology like "fixed-route service." Just say "bus service" or "train service" when possible.
-

Punctuation

11. Use a single space after a period.
12. Use a single space after a comma.
13. Use a single space between a question mark or semi-colon and the beginning of another sentence.
14. Use a single space on either sides of hyphens and em dashes.
Ex. in their lap or beside a wheelchair – never on seats
15. Use a colon in bullet lists. Capitalize the first word after a colon in a bullet list.
Ex. Commuter: For riding CapMetro Rapid and our commuter services, including CapMetro Express and CapMetro Rail.
16. Don't use a serial or oxford-style commas. Use a comma after first reference only.
Ex. Pull down the handle, place the bike in the rack and pull the spring loaded arm over the front tire.
17. Use a period at the end of a bullet if it is more of a complete sentence or if other punctuation is used within the bullet.
Ex. CapMetro Rail has been successful since service began in 2010, with over 3 million total trips provided.
18. There is no period if the bullet point is short and an incomplete sentence.
Ex. The department is responsible for:
 - a. Weekly meetings
 - b. Community events
19. Use hyphens if two words are modifying a noun.
Ex. Fixed-route service or third-party provider would be correct.
Ex. Riding a fixed route, or using a third party
20. Only use "&" within a title, as part of a name, even if the title name appears within a paragraph.
Ex. Fares & Passes; Schedules & Maps; Lost & Found

Spelling

1. Farebox is one word. "Fare box" is incorrect.
2. Spell out numbers under 10. "Five types of fares" is correct.
3. Percentages can be spelled. Using the symbol is also acceptable. "25 percent" or "25%" are correct.
4. Email is one word. "E-mail" is incorrect.
5. ID doesn't use periods. "I.D." is incorrect.
6. E-Bus uses a hyphen and should be singular. "E-Buses" and "EBuses" are incorrect.
7. Night Owl is singular. "Night Owls" is incorrect. The plural form is "Night Owl routes" or "Night Owl buses."
8. Website and online are each one word. Neither is capitalized. "Web site" and "on-line" are incorrect.
9. Spell out "years". Don't use the abbreviated form "yrs." The only exception is "FY2016".
10. Depending on the use in a sentence, fixed route can either have a hyphen or not.
 - a. Use a hyphen if it modifies a term such as fixed-route service.
 - b. Don't use a hyphen if it used as a standalone term, such as "a service running on a fixed route".
11. Real-time always uses a hyphen, whether it's modifying a term or not.
12. "No-show policy" uses a hyphen because "no-show" modifies "policy".
13. GO Line is the proper name/format for the customer service number. Capitalize G and O.
14. Timepoint(s) is one word.
15. Curbside is one word.
16. Multimodal is one word, with no hyphen.
17. Underserved is one word, with no hyphen.
18. High-capacity uses a hyphen.
19. Use "on-the-go" with hyphens.
20. When using abbreviations, spell out the word the first time on each page, with the abbreviation in parentheses, and then use the abbreviation for any other citing on the page.
Ex. University of Texas (UT); Reduced Fare ID (RFID)

Word Usage

1. Use contractions whenever possible. "Isn't" is correct; "is not" is incorrect.
2. Use the term "departure" in place of arrival.
3. Use the term "operator" for bus, and "engineer" or "conductor" for train.
4. People with disabilities: Reference should list person, rider or customer with disabilities.
Ex. A rider with disabilities; a customer with disabilities.
5. Use the term "accessible", never "handicapped".
6. Describe audience as "riders" or "customers." Don't use "passengers."

7. CapMetro Rapid service uses stations, not “bus stops”.
 8. CapMetro Rapid real-time is displayed at stations as “arrival time”; all other services use “next departure”.
 9. Use Red Line, not “RedLine”.
 10. Use “fare” and “pass” instead of “ticket”.
 11. Refer to GO Line reps as “customer service GO Line”.
 12. CapMetro Rail service uses stations, not “stops”.
 13. The trains are made up of “compartments.”
 14. Use “agency” instead of “authority” when referring to CapMetro.
 15. Use “MLK” when referring to the street, the station or the route to maintain consistency. Do not use “MLK Jr.,” “Martin Luther King,” “M.L. King” or other variations on the name.
 16. Use “exit” rather than “deboard” or “de-board” when speaking of getting off a bus or train.
 17. Use “people” rather than “persons” when referring to more than one person.
 18. Use “light rail” and “bus rapid transit” rather than “LRT” or BRT” whenever possible.
-

Capitalization

19. Always use capitalization with apps for CapMetro. Also, use the abbreviation “CapMetro” when referencing the agency and the app together.
Ex. “CapMetro App” is correct. “CapMetro app” is incorrect. “Capital Metro App” is incorrect.
20. Capitalize “pass” when associated with a specific pass. It is considered part of the name.
Ex. Day Pass, 7 Day Pass, etc. “Day pass” is incorrect.
21. Don’t capitalize “pass” if used as a generic term.
Ex. You will need to purchase a pass.
22. Capitalize “ride” when associated with a specific pass. It is considered part of the name.
Ex. Single Ride
23. Capitalize “Customer Service” when a standalone term.
24. Don’t capitalize “ride” if used as a generic term.
Ex. If you ride on a train...
25. Capitalize “card” when attached to a program.
Ex. Stored Value Card, RFID Card, CapMetro Access Card.
26. Fixed Route is not capitalized, even when referred to as a service.
Ex. “fixed-route service” is correct, or “Fixed-route service” if used at the start of a sentence is correct. “Fixed route”, if not used as a hyphenated term, would apply the same rules.
27. CapMetro Access service would not capitalize service because the term isn’t part of the name but rather a descriptor of the name. If you wrote “the service for CapMetro Access,” you wouldn’t capitalize service, so you shouldn’t in either instance.
Ex. “CapMetro Access service” is correct. “CapMetro Access Service” is incorrect.

28. Board of directors is lowercase when used generically and uppercase when preceded by CapMetro.
Ex. “CapMetro Board of Directors” and “CapMetro Board” are correct. “The Board of Directors has eight members.” is incorrect.
29. “Board Member” is uppercase if used as a title immediately before a person’s name.
Ex. Board Member Ann Stafford
30. Park & Ride is capitalized when used in a facility name and when used generically. Also, always use an ampersand with the term, not “and”.
Ex. This Park & Ride is located north of 183.
31. Capitalize Central Austin, East Austin, North Austin, South Austin and West Austin. Lowercase southeastern Austin and the like.
32. Central Texas: capitalize both words. In addition, always use “Central Texas” when describing our service area, not “Austin.”
Ex. CapMetro is Central Texas’ regional public transportation provider.
33. Use “City of Austin” when referring to the municipal government.
Ex. “The City of Austin is a partner on Project Connect.” is correct. “CapMetro’s headquarters is located in the City of Austin.” is incorrect.
34. City Council/Council Member: capitalize when referring to a specific organization, even when the name of the city is not included. Only use lowercase when referring to a city council as a general reference.
35. Downtown Austin:
 - a. Downtown is a lowercase when used with Austin. Ex: “downtown Austin.”
 - b. However, when referencing the name of the Downtown Station, use uppercase.
36. Wi-Fi: Uppercase “W” and “F” with a hyphen in between.
37. Trip Planner: capitalize when using as proper noun when referring to the tool name.
38. Don’t capitalize “website.”
39. Don’t capitalize “vanpool.”
40. Don’t capitalize “transit center” unless part of a name, such as “Westgate Transit Center.”

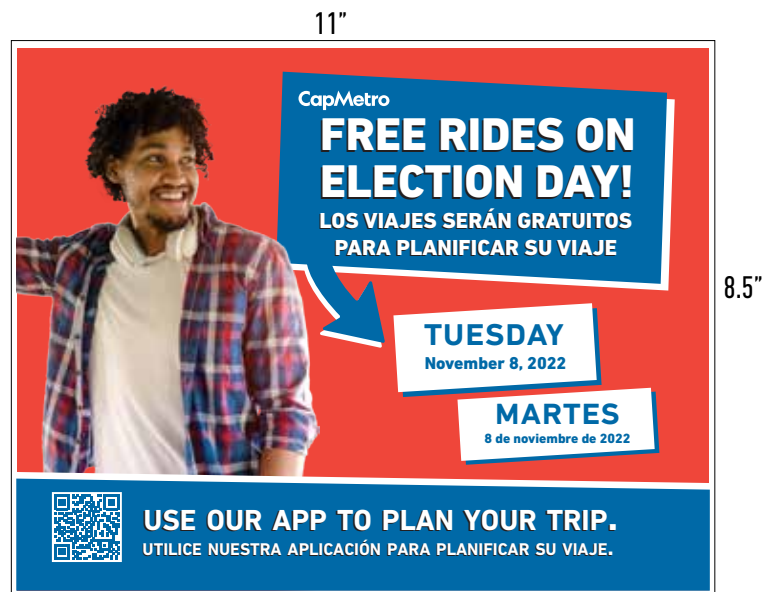
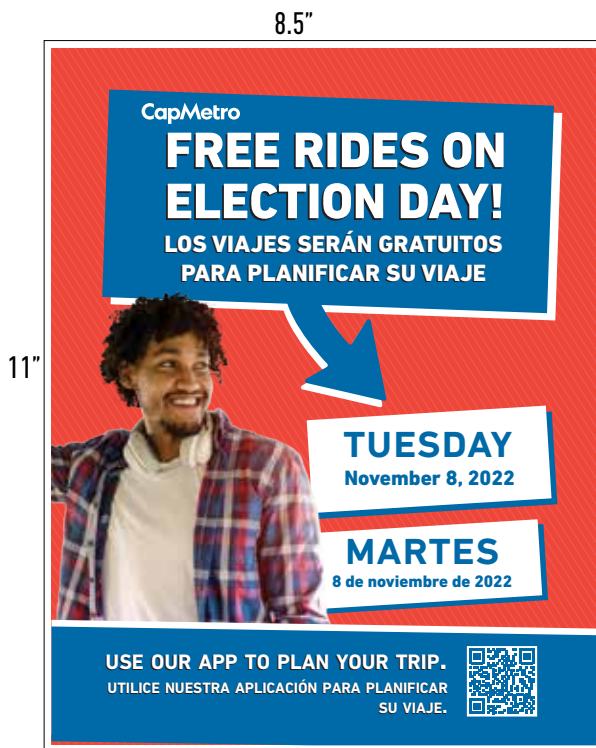


4. Misc. Media

- Printed notices
- Travel tools
- Digital Assets

Message Center

These are printed on plain letter in both portrait and landscape orientations. Certain vehicles need one or the other, depending on available display areas. You can leave a 0.125 white border for printing purposes.



Message Center display



Passenger Notice

These flyers are printed on plain letter at 3-up on the page. A standard run will be between 1000 and 2000 and displayed onboard in the brochure racks. They are sometimes handed out at special events with detour information, such as July 4th downtown fireworks.

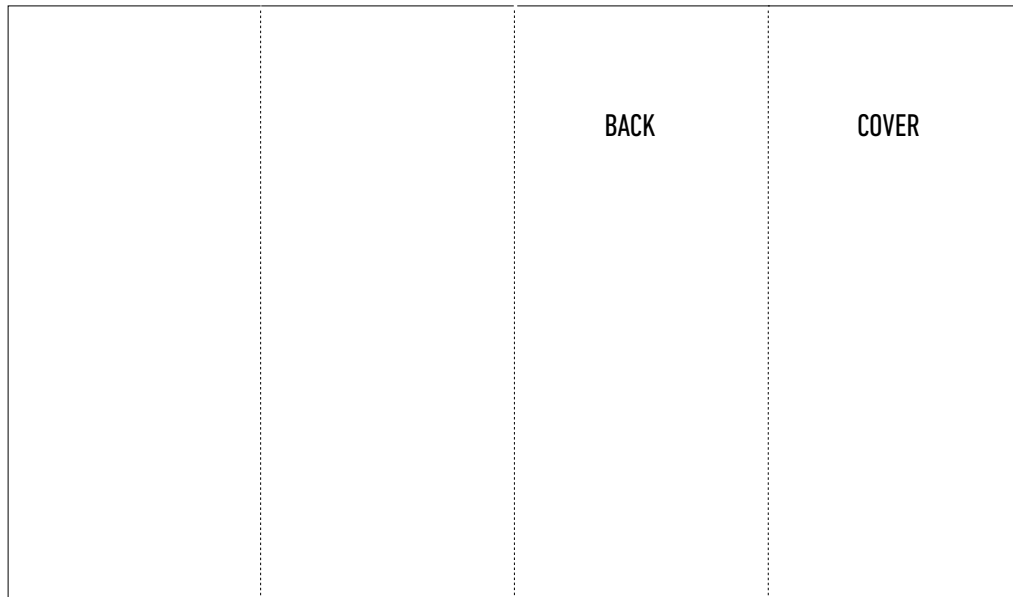


Brochures

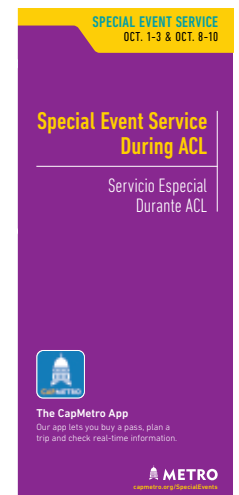
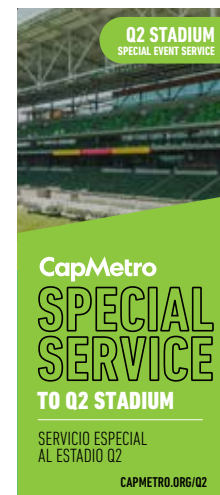
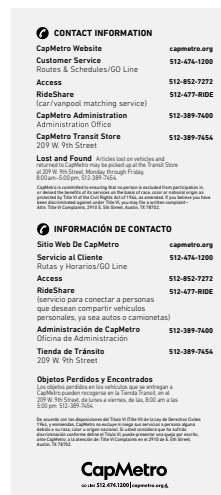
Promotional or one-off brochures are used throughout the year for special events and projects. Print specs and design examples are listed below.

Example: 8-panel, digital or offset printing (depending on volume)
Roll fold (larger brochures may require a roll + accordion hybrid fold)
70# house gloss text

3.625"



8.5"



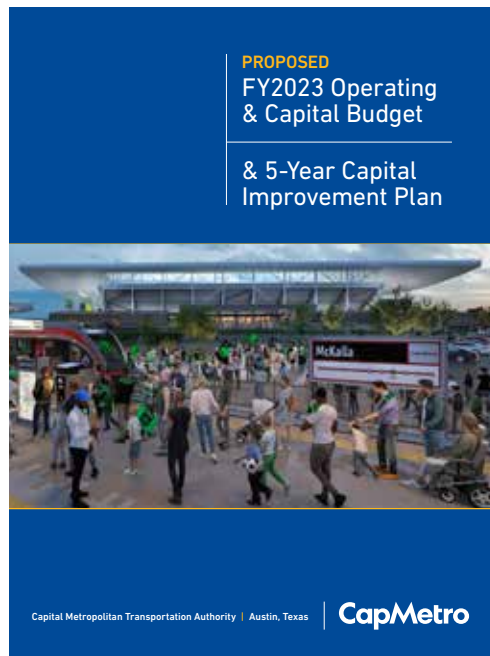
Back cover examples:
Various colors from the CapMetro color palette.

Front cover examples:
Solid color shapes + imagery + clear type hierarchy separated w rules.
Header graphic may also be necessary depending on amount of content.

Document Covers

CapMetro publishes a variety of documents both public-facing and for internal use. Below are some examples of cover designs that use the basic CapMetro style of geometry + type hierarchy. You can also use stroke, color and pattern to your advantage.

White papers and section cover sheets.
Note: Photos are not required.



Infographics and cutsheets covering single topics.



Commuter Fare Media

Passes come in paper form (issued from fare boxes and retail outlets) and plastic cards (issued at retail outlets and containing tap technology). Paper passes can be swiped at fare boxes and plastic passes can be scanned at onboard scanners. They also come in standard and reduced fare prices. Commuter fares include Rail, Express and all Local services.

Commuter
Standard Fares
Paper



Commuter
Reduced Fares
Paper



Commuter
Standard Fares
**Plastic
(with tap technology)**



Commuter
Reduced Fares
**Plastic
(with tap technology)**



Commuter
MetroWorks passes
Paper & Plastic



Local Fare Media

Passes come in paper form (issued from fare boxes and retail outlets) and plastic cards (issued at retail outlets and containing tap technology). Paper passes can be swiped at fare boxes and plastic passes can be scanned at onboard scanners. They also come in standard and reduced fare prices. Local fares include Bus and Rapid services.

Local
Standard Fares
Paper



Local
Reduced Fares
Paper



Local/Round Rock | Standard Fares | Paper



Local/Round Rock | Reduced Fares | Paper



Local | Standard Fares | Plastic (with tap technology)



Local | Reduced Fare | Plastic



Round Rock | Standard Fare
Plastic



Round Rock | Reduced Fare
Plastic



Local | MetroWorks | Paper



Local | MetroWorks | Plastic



Miscellaneous Fare Media

See below for other types of fare media.

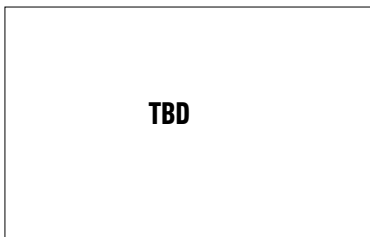
Stored Value
Plastic



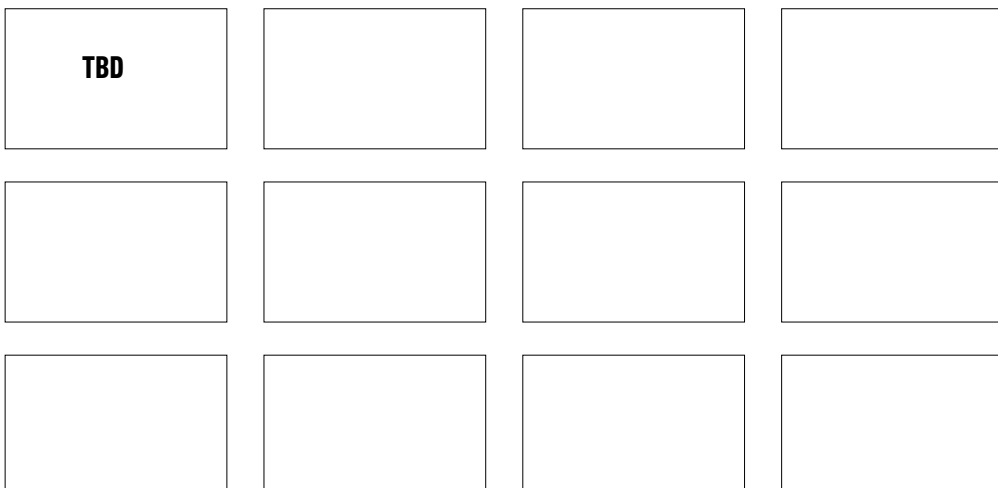
Amp Card
Plastic



Single Ride pass
Paper

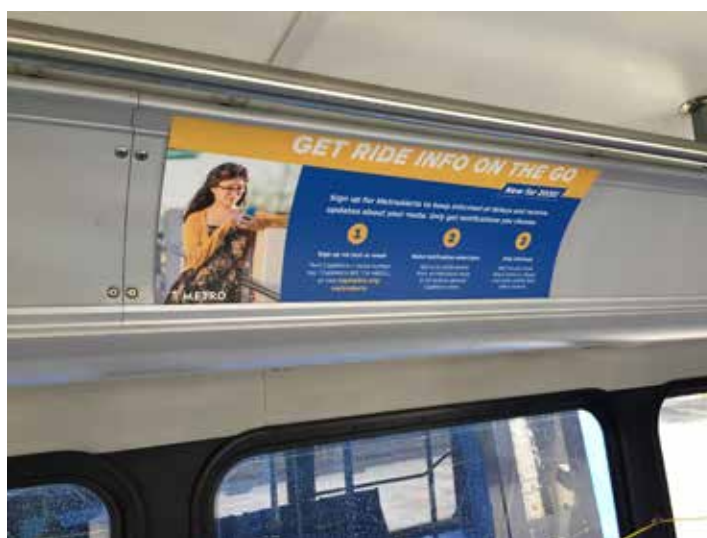
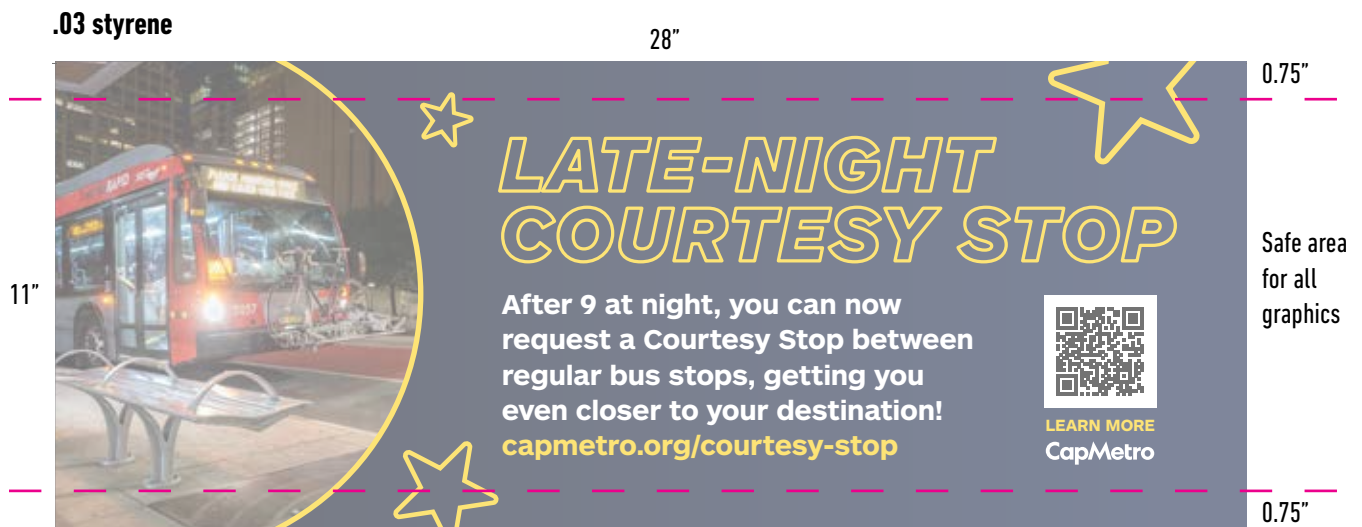


Access suite
(different color
every month)
Paper



Placards

Placards are displayed onboard buses in the overhead advertising space. The required substrate is .03 styrene. CapMetro prints several rounds of placards annually to share ridership information, campaigns and promotions. A standard full order to cover the entire bus fleet is 400 units. Printing placards in both English and Spanish is ideal; depending on the amount of information, both languages may fit on one placard or they may require two separate prints.



Pop-Up Display

Pop-up displays are used at events to promote both evergreen and limited campaigns. Most full-service printing companies can provide these products. While printing specifications may vary, the attached specs for the Blade Lite 1200 are most common for CapMetro events.

Retractable Banners: Blade Lite 1200

Total Graphic Area: 47.25" w X 66.5" h
up to 89.75" h
Total Visual Area: 47.25" w x 60" h
up to 83.25" h

Please be sure to include a 1/2" bleed at the top & a 6" bleed at the bottom

General Art Guidelines:

- CMYK Color Mode
- All Solid Coated Pantone colors should be called out in the art as spot colors
- Embed all images and support files
- Resolution must be 100-120 ppi
- All fonts must be created to outlines
- Do not scale artboard
- Background color/images must bleed to the edge of artboard
- Do not use spot colors from template in your artwork as they will not print

.5" bleed area

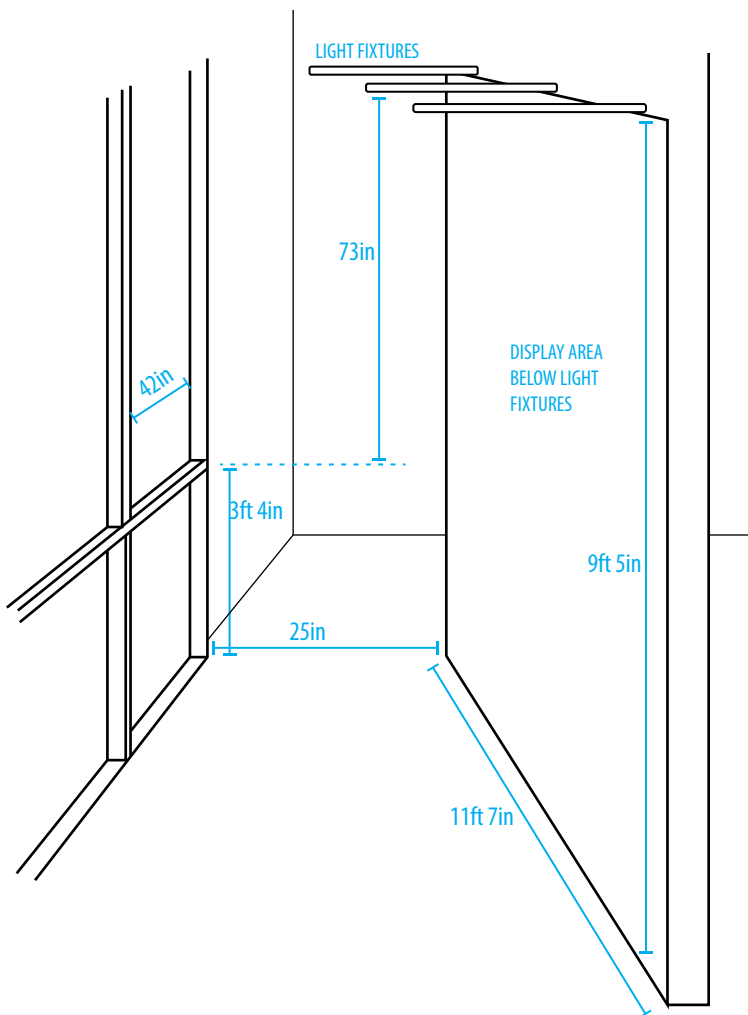


6" bleed area

BLEED AREA
will not be visible when
mounted into bannerstand

Wall Display at Transit Store

The Transit Store is located at 209 W. 9th Street, with the display wall facing Lavaca Street. The MarCom team is responsible for periodically cycling new graphics and campaigns in the display area. Light-duty vinyl material should be used on the wall so it can be removed later. All old wraps should be removed before new ones are attached; otherwise the weight of both wraps will start to fall off the wall. Hanging objects, mannequins or art installations can be used creatively in the display space.



4. Digital Ad Sizes



Facebook:
940px x 788px



Twitter:
1600px x 900px



Instagram feed:
1080px x 1350px (preferred)
or 1080px x 1080px



Instagram story:
1080px x 1920px



Rider News banner (home page only):
600px x 284px



Heroine banner (various site pages):
1140px x 365px



Hero banner (various site pages):
2048px x 520px



5. Stationery

- Envelopes & labels
- Business cards
- Memos & forms

Standard Envelope Sizes

PMS 307c

PMS 307c, Palatino Linotype Regular, 10pt size, 13pt leading

CapMetro

Capital Metropolitan Transportation Authority
2910 East Fifth Street | Austin, Texas 78702

CapMetro

Capital Metropolitan Transportation Authority
2910 East Fifth Street | Austin, Texas 78702

CapMetro

Capital Metropolitan Transportation Authority
2910 East Fifth Street | Austin, Texas 78702

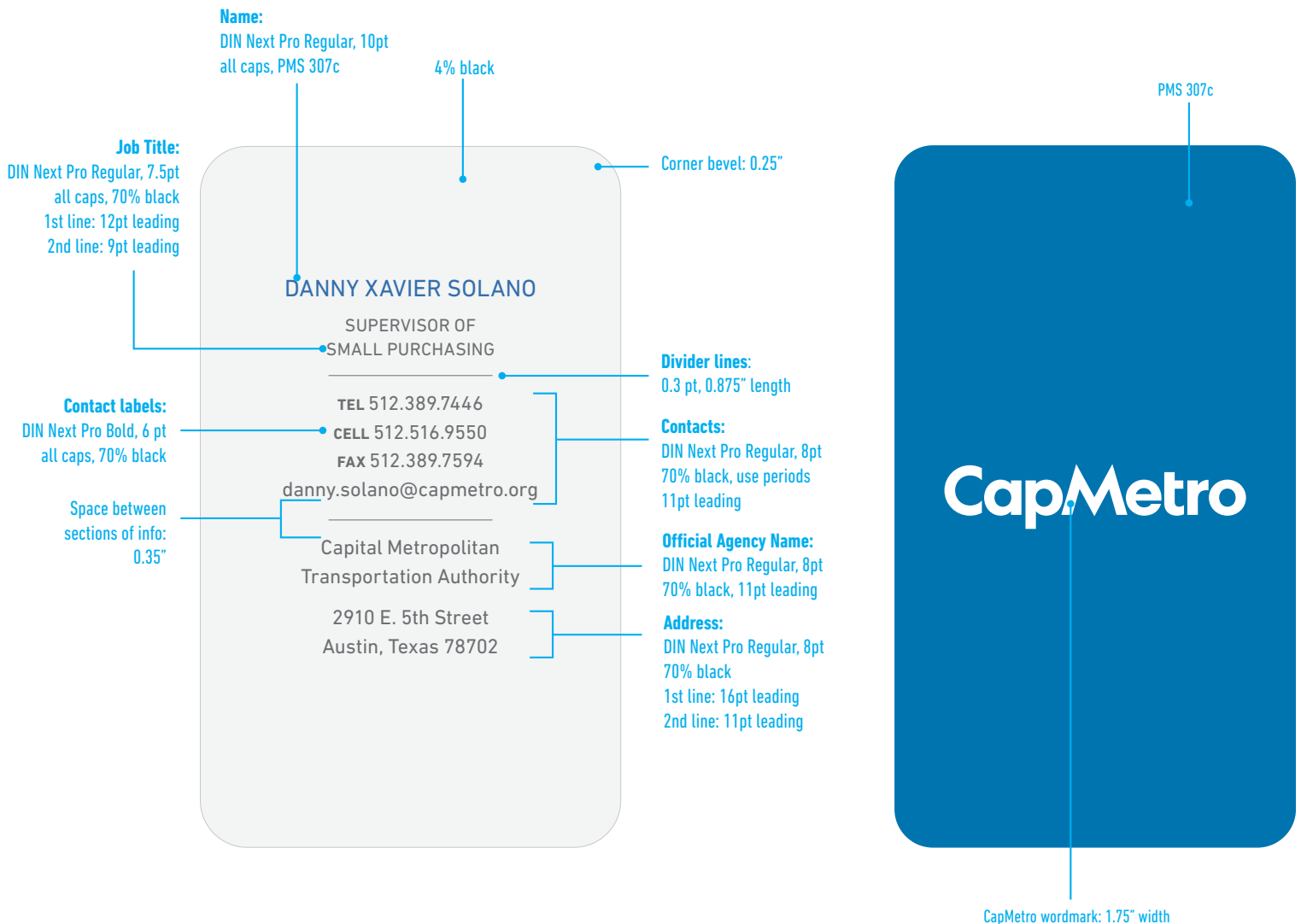
A10: 9.5w x 6h

#10: 9.5w x 4.125h

A6: 6.5w x 4.75h

Business Card

Standard 2" x 3.5" size. Ordering is managed online by One Touchpoint. All department admins at CapMetro have access to the ordering portal. The template below is pre-loaded on that portal.



Standard Label Sizes

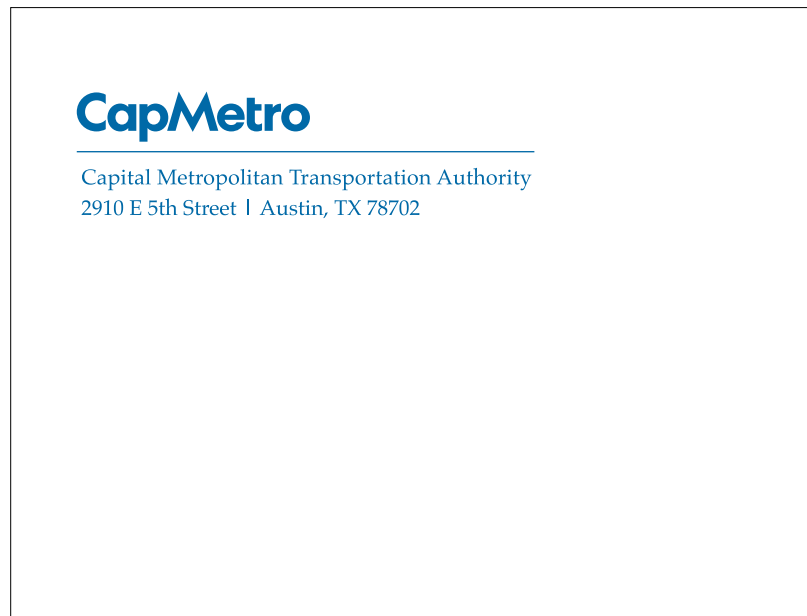
These adhesive labels are used for large or specialty envelopes.



4w x 2.5h



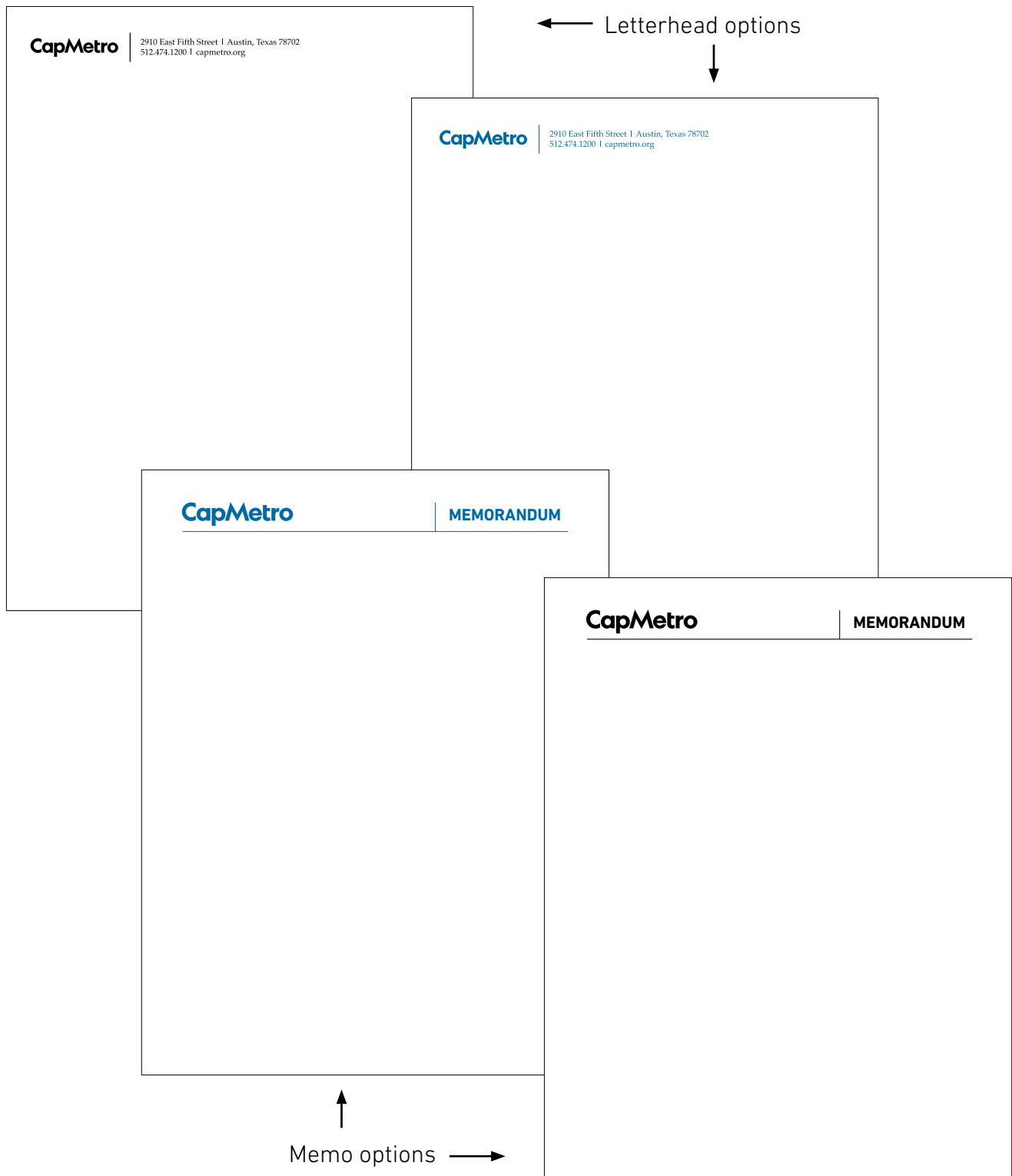
2.6w x 1h



4w x 3h

Standard Letterhead & Memos

Standard 8.5" x 11" format. Graphics can be set in black or PMS 307c. In the Word versions, graphics are placed as watermarks in the header area.



Forms

The three keys to well-designed forms are a consistent typographic hierarchy, a clear delineation of sections and fields that are well-planned and organized. Fields that are unnecessary, unclear, or repetitive can slow down and frustrate the user. Similarly, losing your place from unclear sections can impede your understanding. Forms must have a *flow*. The design should almost be rhythmic and not slow down the user. Information must be organized around *intuitive* human cognitive thinking. Use basic principles of service design to scrutinize all fields proposed by a client.

Logo: 2" wide

Form title:
DIN Next Pro Medium, 16pt

Form number use department abbreviations.
DIN Next Pro Medium, 16pt

Leave comfortable space below the logo before introducing fields.

1pt dotted rule helps visually separate sections containing solid-ruled fields. Separating sections is important to make clear you are beginning a new set of decisions.

Using panels with 4% black fill helps encapsulate a set of decisions with an "index tab" effect.

Keep comfortable space between neutral or equal elements. Empty space is crucial to connecting secondary elements to primary elements in a hierarchy.

For all fields, create a fillable PDF in Acrobat with 10pt text. Sometimes a fillable field will require scrolling/multi-line text.

CapMetro

DIRECT DEPOSIT AGREEMENT

FIN1

Employee Name _____ SSN# Last 4 Digits _____

Employee Phone _____ Department _____

I hereby authorize CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my account as indicated below and the depository named below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.

.....

ACCOUNT 1 ☐ Add ☐ Change ☐ Stop

Dollar amount \$ _____ ☐ Checking ☐ Savings

Account Number _____ Bank Routing Number _____

Name of Financial Institution _____

City/State _____ Phone _____

ACCOUNT 2 ☐ Add ☐ Change ☐ Stop

Dollar amount \$ _____ ☐ Checking ☐ Savings

Account Number _____ Bank Routing Number _____

Name of Financial Institution _____

City/State _____ Phone _____

This authority is to remain in full force and effect until CAPITAL METRO has received written notification from me of its termination in such a manner as to afford CAPITAL METRO and DEPOSITORY a reasonable time to act on it.

Employee Signature

Date

Daytime phone number

ATTACH VOIDED CHECK - Deposit slips are not accepted

Basic Type Weights

TITLE: 16pt Medium

Basic Field: 10pt Light

SUBHEAD: 11pt Medium

Checkbox: 11pt Condensed Reg.

Signatures: 10pt Condensed Light



6. Map Styles

- Special events
- Individual routes

6. Map Styles - Special Events

Periodically, a custom map is needed to isolate or highlight certain neighborhoods or intersections throughout the service area. Refer to the example below for general look and feel, and use the graphic elements on the following page for more specific guidance. This is a geographic map style, used in special event brochures and on Informational Display Units (IDUs). Distance and proportion should be accurate, but street lines can be simplified to smooth out twists and curves.



6. Map Styles - Special Events

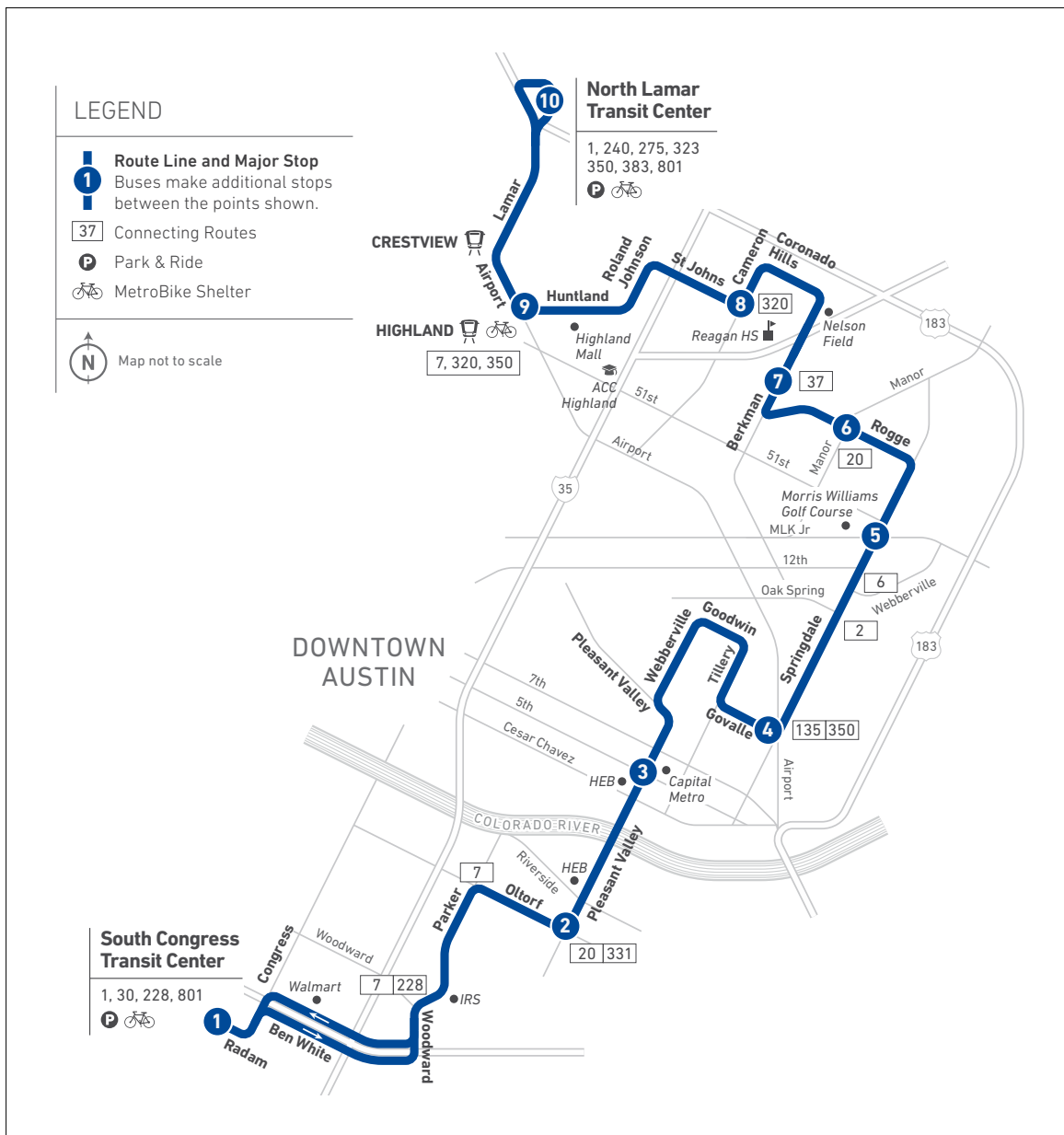
	Thoroughfare: 20pt. white		Point of Interest
	Neighborhood Street: 12pt white		Park & Ride
	Local Routes: 9pt CMYK: 100/50/19/2		Hospital/Clinic
	Rapid Routes: 9pt CMYK: 80/19/34/0		K-12 School
	Flyer Routes: 9pt CMYK: 65/26/100/9		College/University
	Frequent Routes: 9pt CMYK: 0/100/0/0		Bike Kiosk/Cage
	Express Routes: 9pt CMYK: 0/95/100/0		State Capitol
	CapMetro Rail: 5pt/23pt dash/3pt gap CMYK: 66/51/45/17		Airport

	Water CMYK: 24/3/2/0
	Shopping/Campus Area CMYK: 15/5/5/0
	Base Color CMYK: 9/2/9/0
	Park Space CMYK: 22/3/18/0
	Street Names & Icons CMYK: 66/51/45/17
	Park Names CMYK: 57/27/47/2
	Shopping/Campus Names CMYK: 34/10/4/1
	Rail Station Names 100% K

TYPOGRAPHY

BURNET RD	Thoroughfare: DIN Next Pro Medium 13pt
Kramer Ln	Neighborhood Street: DIN Next Pro Regular 10pt
THE DOMAIN	Shopping/Campus Name: DIN Next Pro Medium 20pt
Central Park	Park Name: DIN Next Pro Medium 13pt
McKALLA	Station Name: DIN Next Pro Medium 16pt
Goodwill	Point of Interest: DIN Next Pro Light 10pt

Individual route maps are used in the printed Destinations schedule book and on the website's travel tools. These maps feature a specific drawing style.



These are the typographic standards for individual route maps.

1 DOWNTOWN
AUSTIN



3 North Lamar
Transit Center

4 Dean Keaton

5 Guadalupe

6 1, 240, 275, 323
350, 383, 801

7 *University
of Texas*

8 HIGHLAND

1 Large Area
13 pt Regular Caps, Tracking 40, K75, Center Aligned

2 River
8 pt Regular Caps, Tracking 100, K75, Center Aligned

3 Transit Center
10/10.5 pt Bold, Tracking 0, K86, Left Aligned

4 Transit Street
13 pt Bold, Tracking -20, K86, Left Aligned

5 Street/Highway
6.5 pt Regular, Tracking -20, K75, Left Aligned

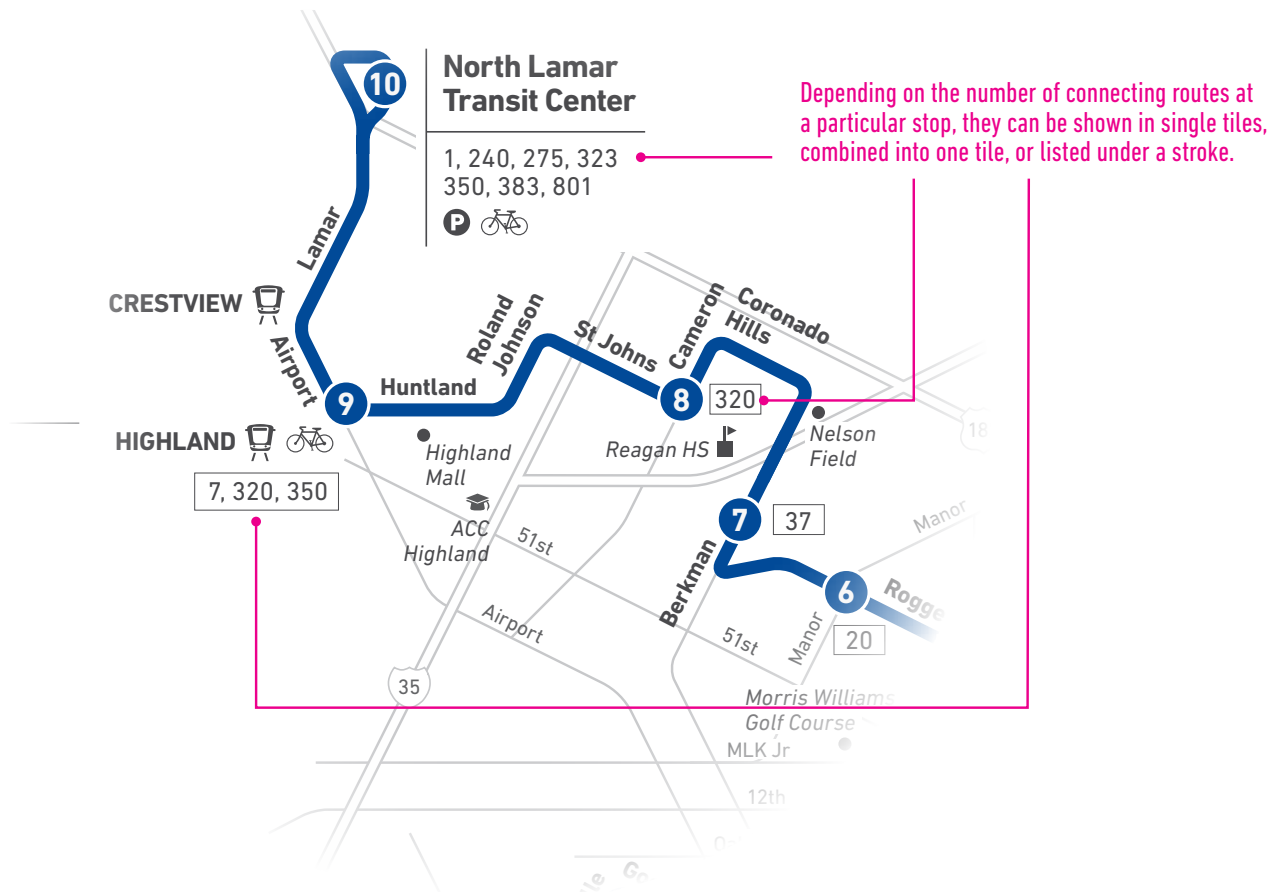
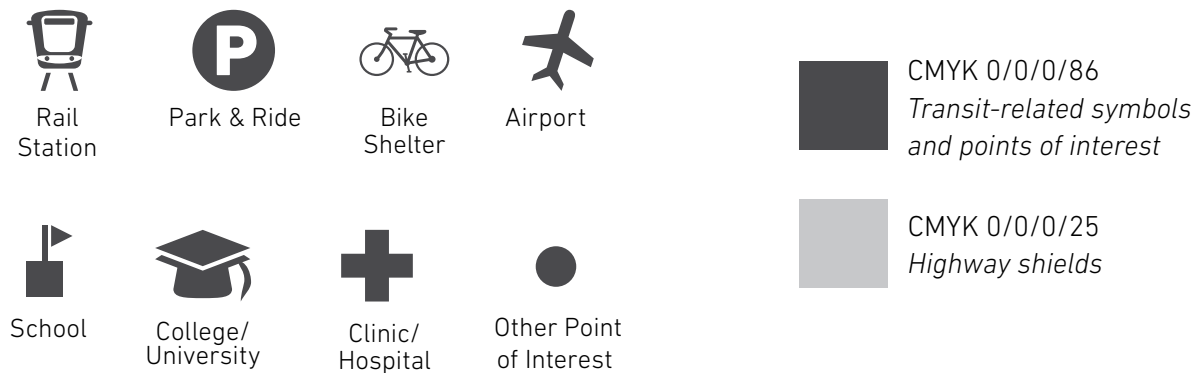
6 Connecting Bus
8 pt Regular, Tracking 0, K86, Left Aligned

7 Point of Interest
7/7.5 pt Italic, Tracking -5, K86, Left Aligned





8 CapMetro Rail Station
8/8 pt Bold Caps, Tracking -10, K86, Left Aligned

6. Map Styles - Routes

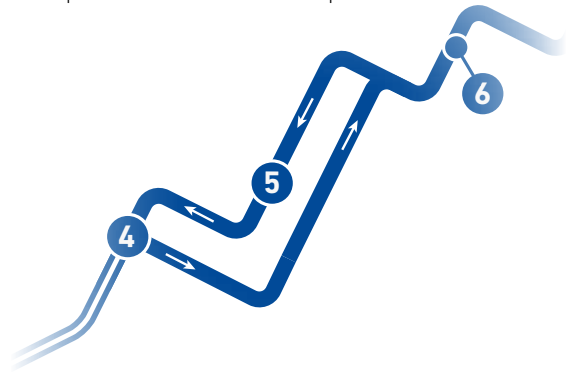
These are the iconographic standards for individual route maps.







Route line

	Regular service
	Non-stop highway service
	Limited-stop service
	Limited service hours

Example route line with time-stops:



Basemap Elements

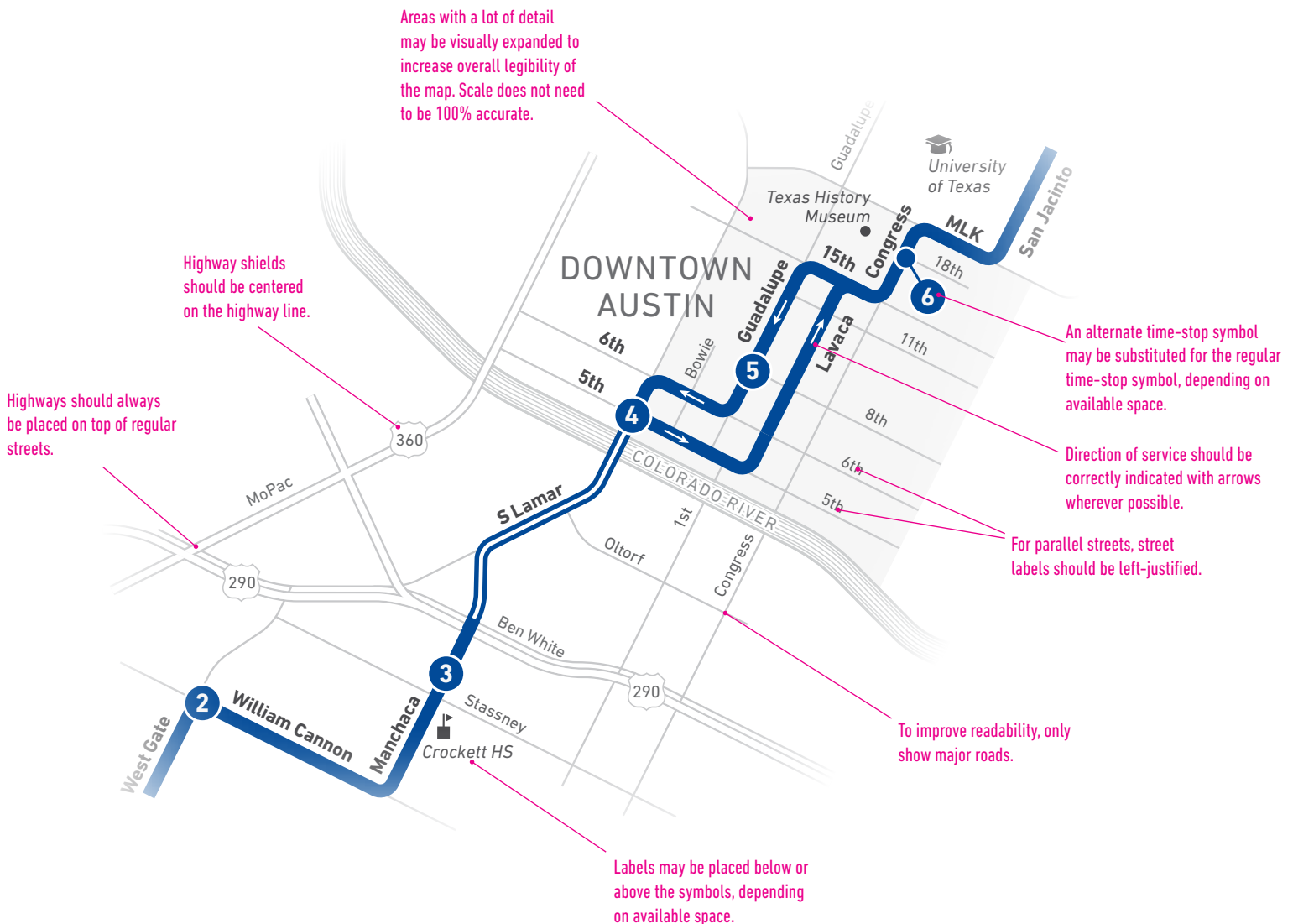
	Street
	Highway/Freeway
	Highway/Freeway Shields
	River

Example basemap:



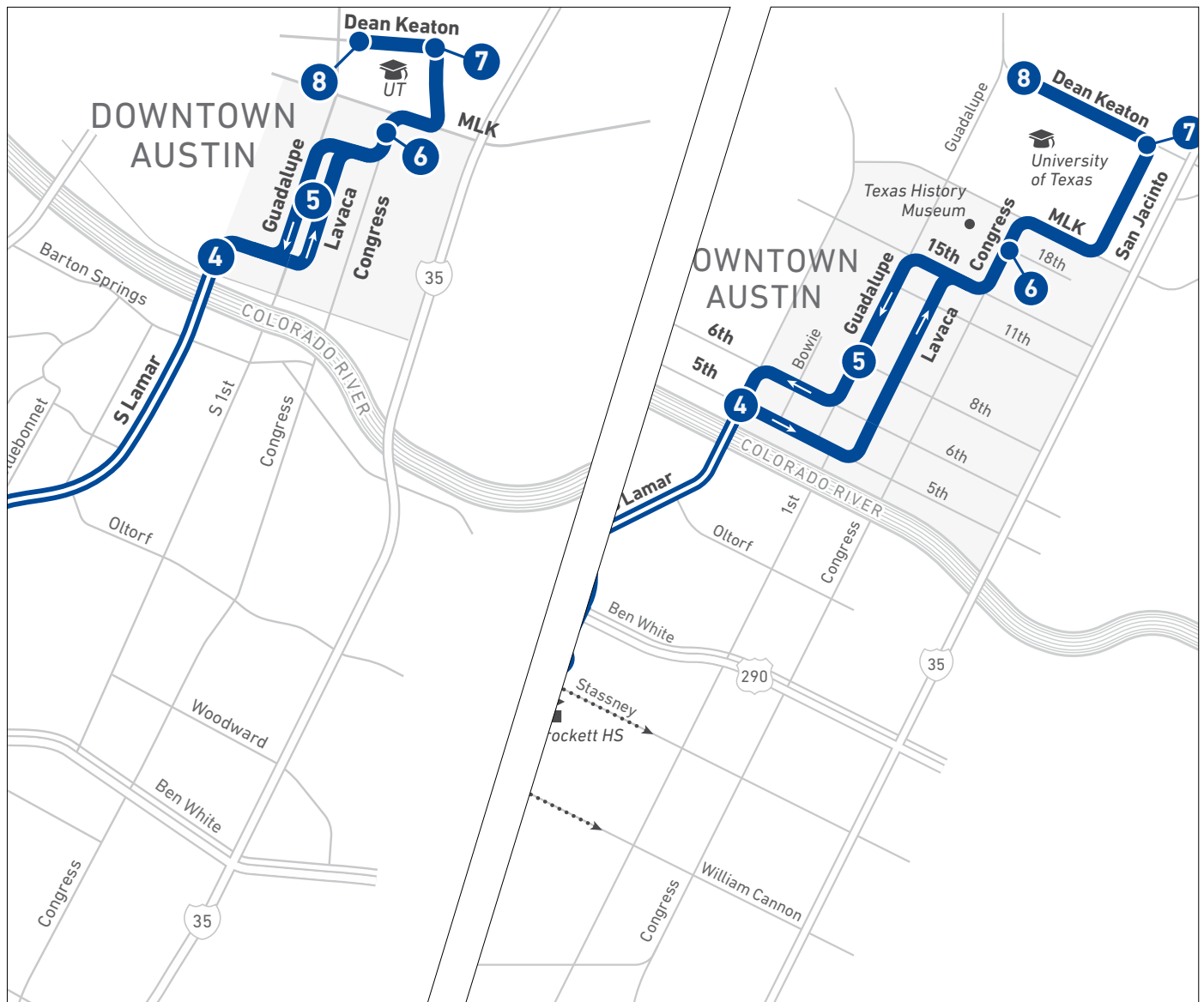
6. Map Styles - Routes

Mapping Best Practices: While it is important to follow the overall style guidelines for setting typography and colors, not all elements can be strictly defined. Cartographers should use their own best judgement when making aesthetic design decisions. This page shows tips for producing better maps.



Geographic vs Schematic Mapping

Schematic mapping is a distinct form of cartography. The schematic maps differ from geographically accurate (GIS) maps, which rely on a set of coordinates to map out points in space. By contrast, schematic maps represent a much more simplified version of space. After eliminating the geographic scale, the cartographer is able to adjust placement of individual elements to make their map easier to read. By doing away with geographic accuracy, it is possible to tweak the street network to accommodate more labels, show exact route alignment and highlight transfers to connecting routes. As a result, the map should be easier to read, faster to navigate and have an overall cleaner look.



Schematic: space is distorted.

Geographic: space is proportionally accurate.

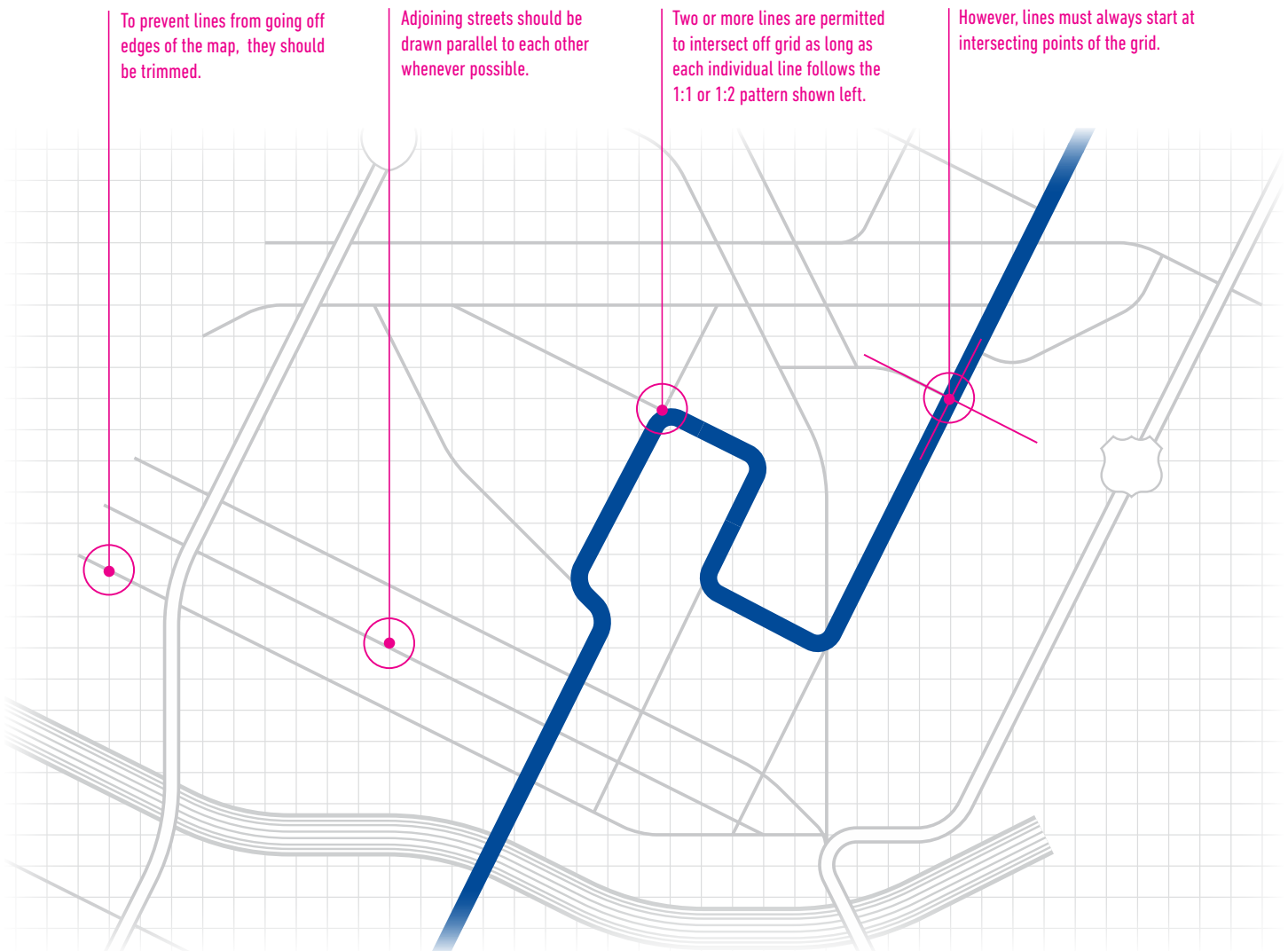
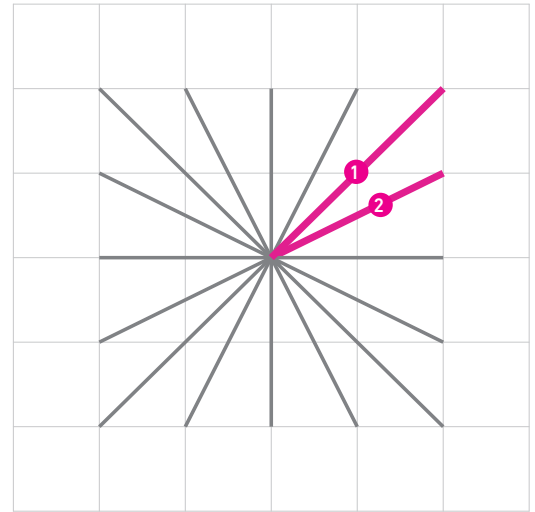
Constructing Schematic Maps

Elements within a schematic map are drawn with the help of an underlying grid to ensure consistent angles and line placement.

Lines can be drawn in 1:1 or 1:2 patterns in any direction. This method allows for 16 different angles shown below.

Example 1 Start drawing a line by going two squares up, then go two squares right.

Example 2 Draw another line one square up, then go two squares right.



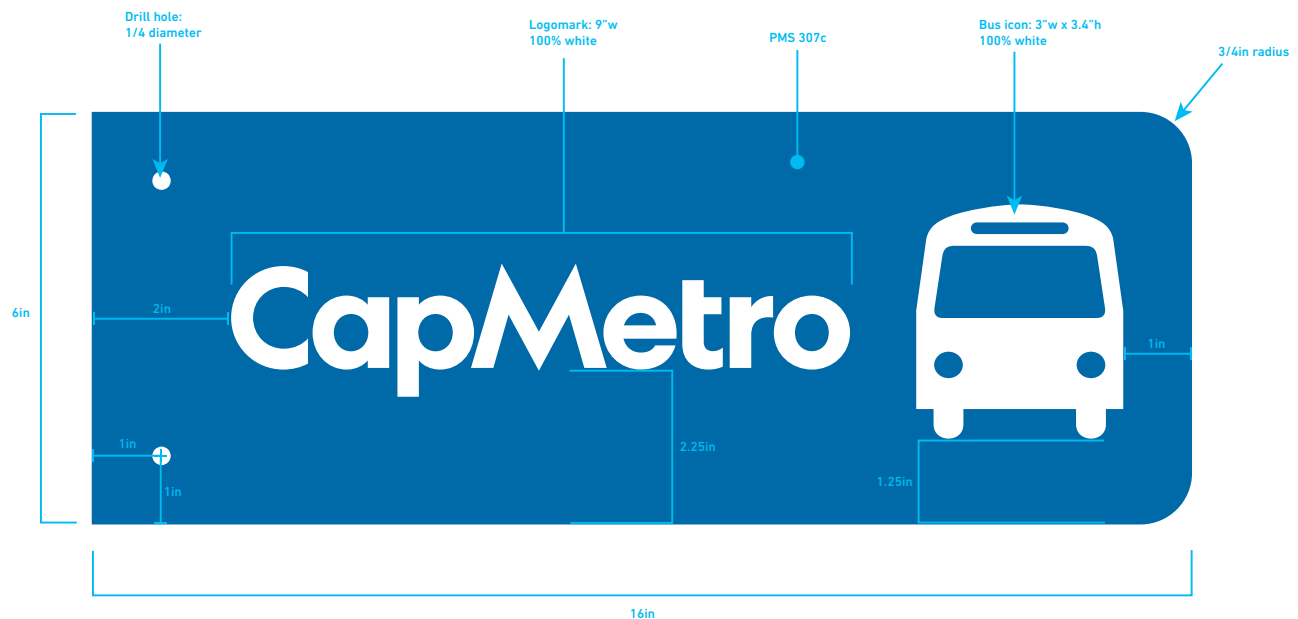


7. Signage

- Bus Stops
- Stations
- Park & Rides

Neighborhood Flags

These signs attach to the top of neighborhood bus stop poles. The following page shows a full assembly with the top “flaghead” and gray route flags beneath it.

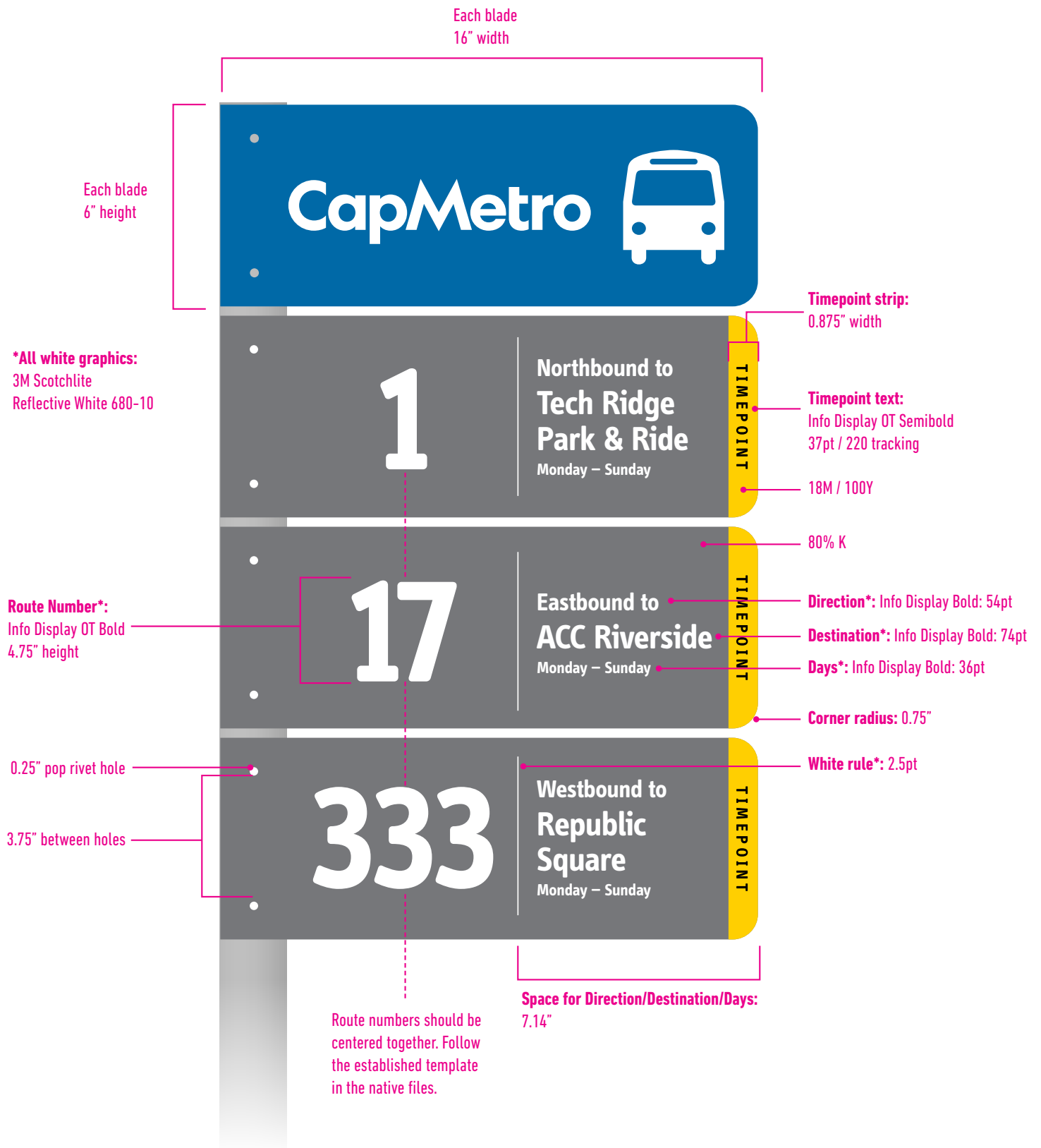


REVERSE SIDE



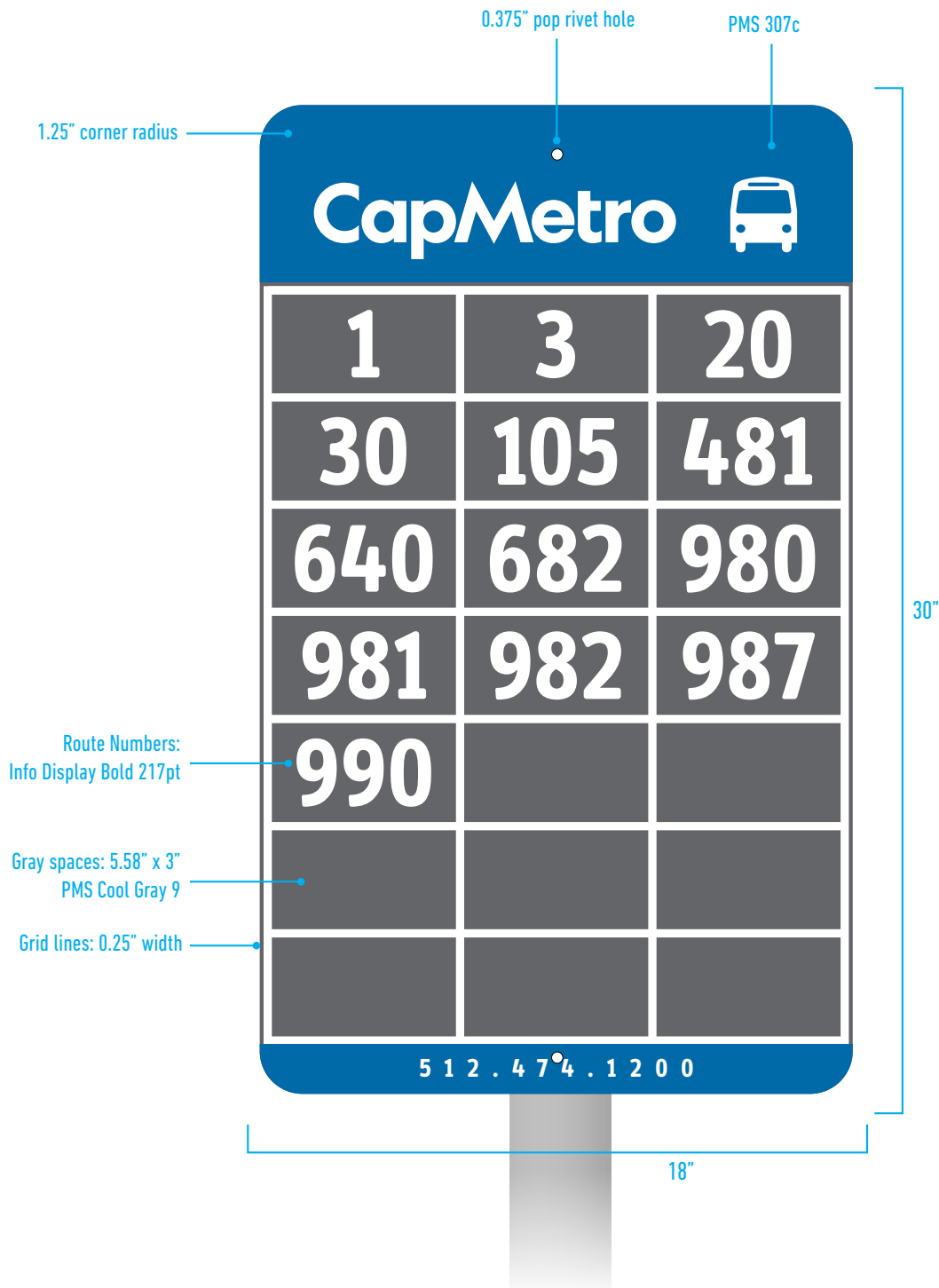
Substrate: 0.08 thick 6061-T6 OR 5052-H38 Aluminum Alloy

Vinyl Application: 3M Scotchlite Engineer Grade Reflective + Pantone 307c print or equivalent



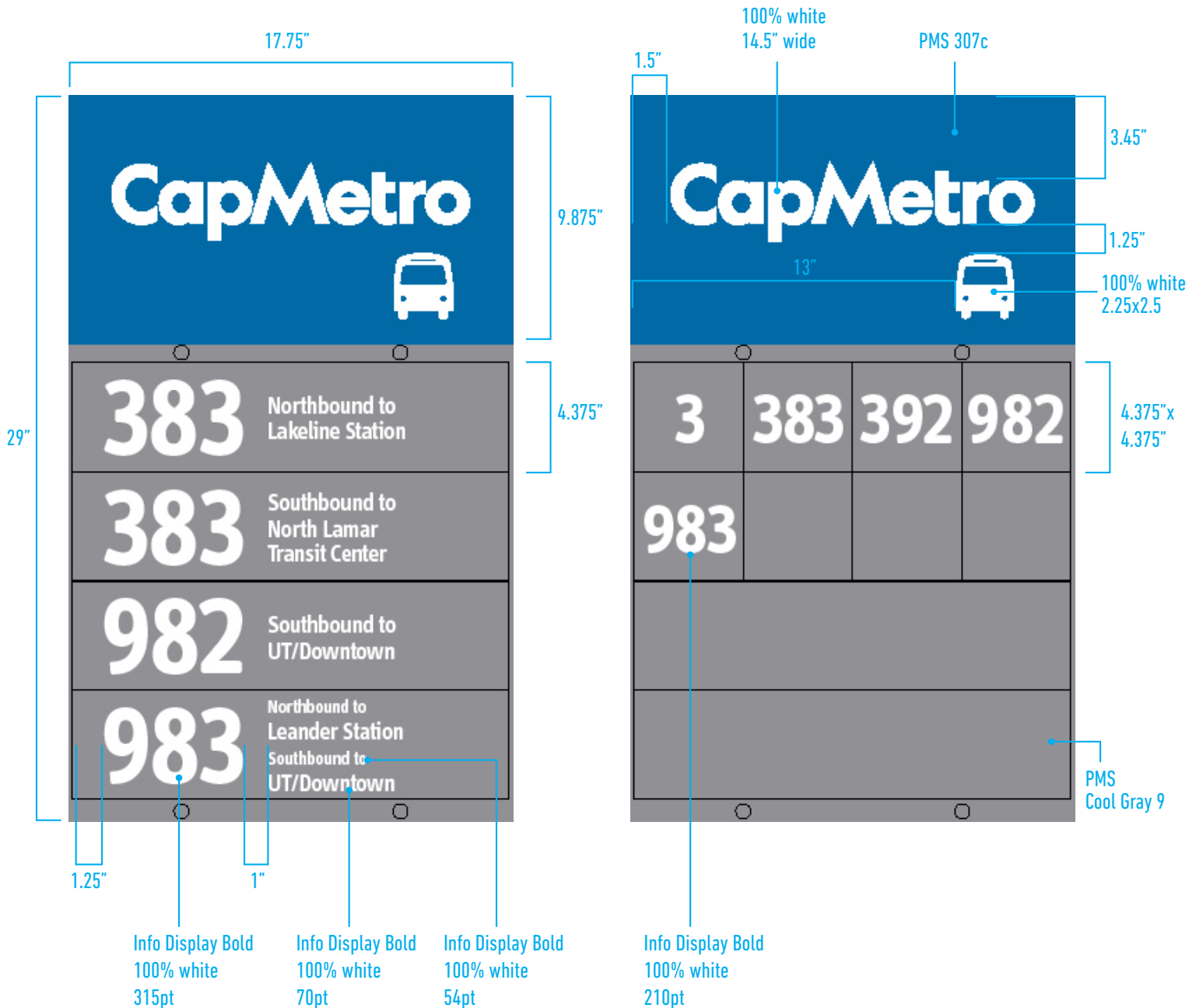
Combo Board

These signs are used at certain bus stops with many connecting routes. Substrate is .08 6061-T6 or 5052-H38 aluminum alloy, plus 3M Scotchlite Engineer Grade Reflective vinyl application.



Urban Sign - Bus

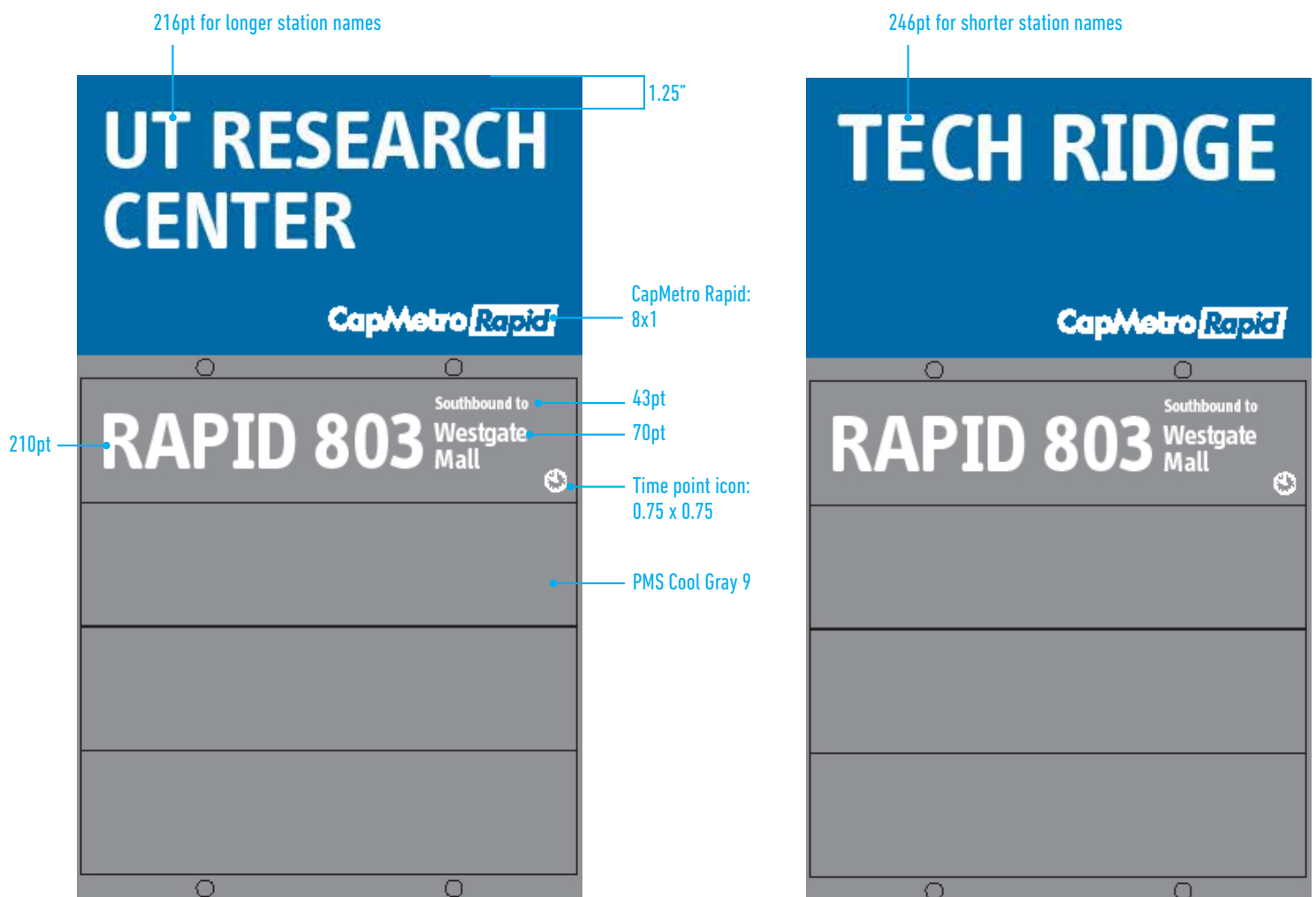
These signs are used at bus bays and other large-volume stops at transit centers. They are comprised of a “flaghead” plus multiple route tiles.



Urban Sign - Rapid

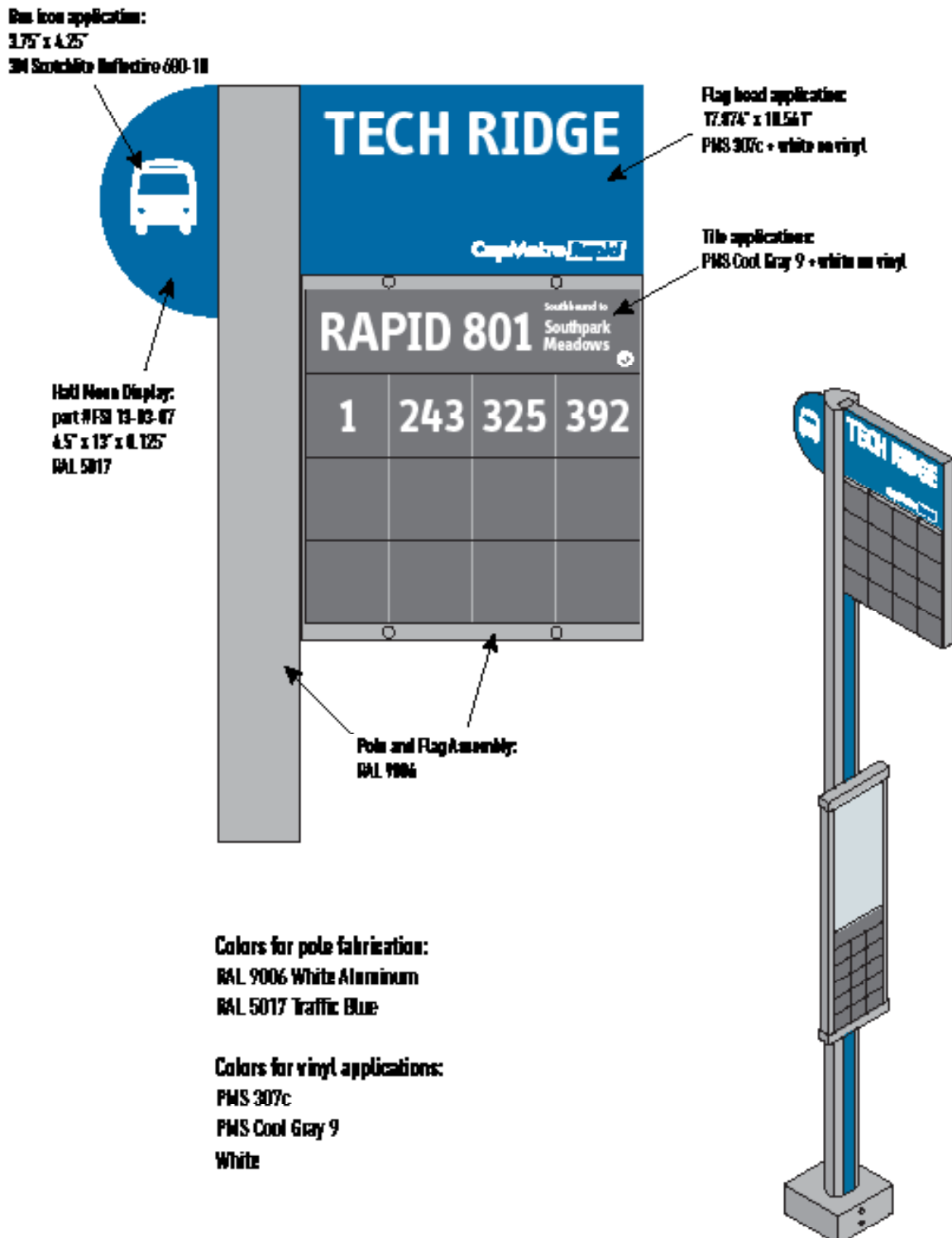
These signs are used at all Rapid stations. They are comprised of a “flaghead” plus multiple route tiles.

Note: All typography is set in Info Display Bold. All text and graphics are 100% white except for background blue and gray areas.



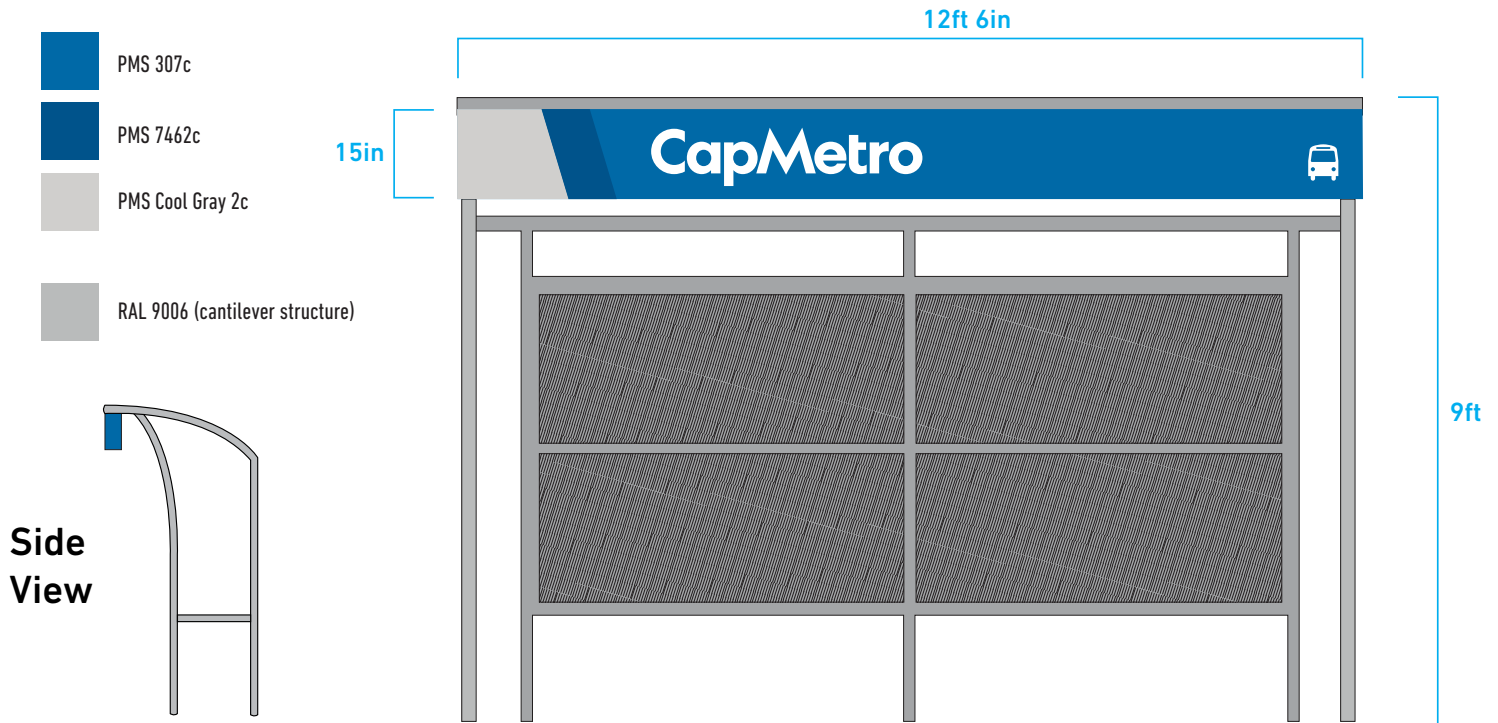
Urban Sign - Pole Assembly

The pole assembly consists of a kickplate base, pole, infill color, flag sign and a “half moon” display used **only** at Rapid stations. Local bus stops and Park & Rides using Urban Elite poles will not include a half moon.

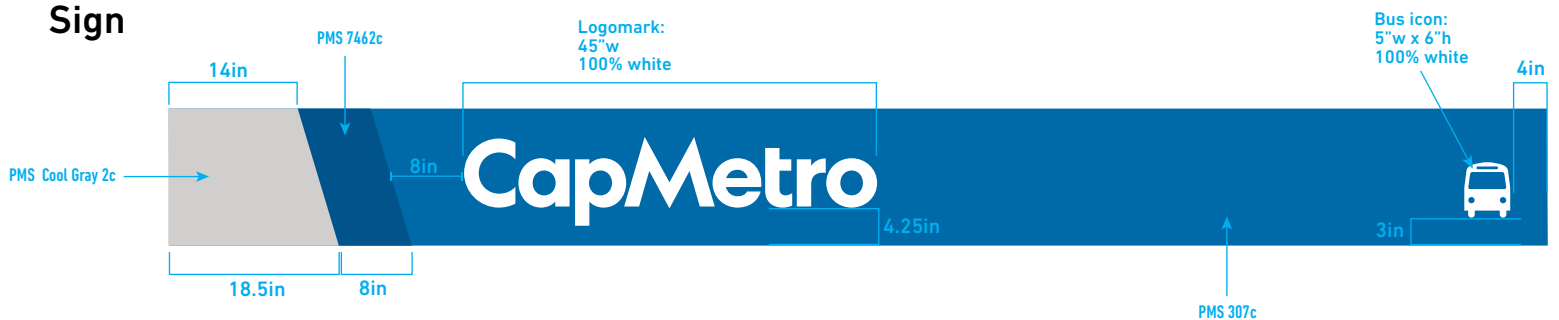


Neighborhood Bus Shelter

These signs attach directly underneath the canopy of the cantilever-style shelter.



Local Shelter Sign



Rapid Shelter Sign



Rapid Station (2022 design)

These stations come in two sizes.

Bus icon on rooftop



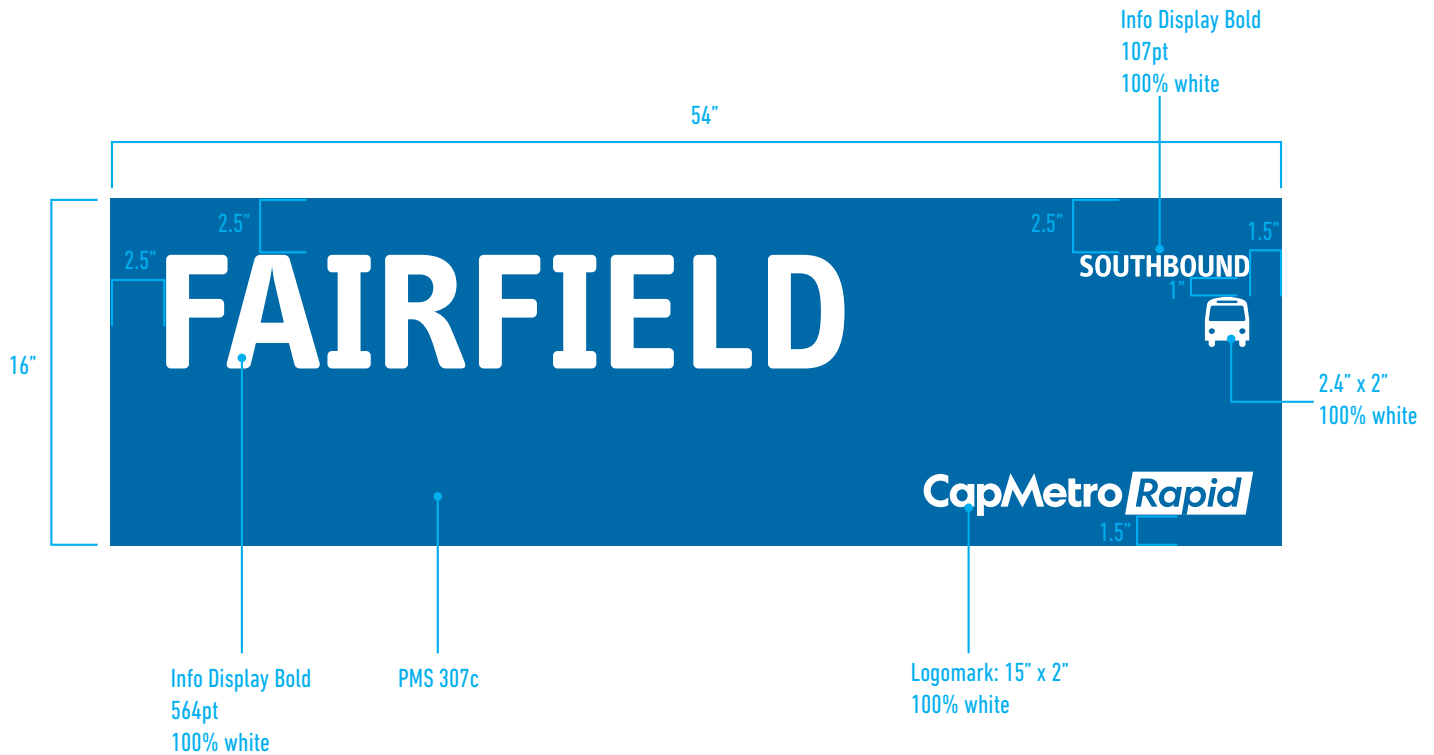
Commercial Front Blade



Residential Front Blade



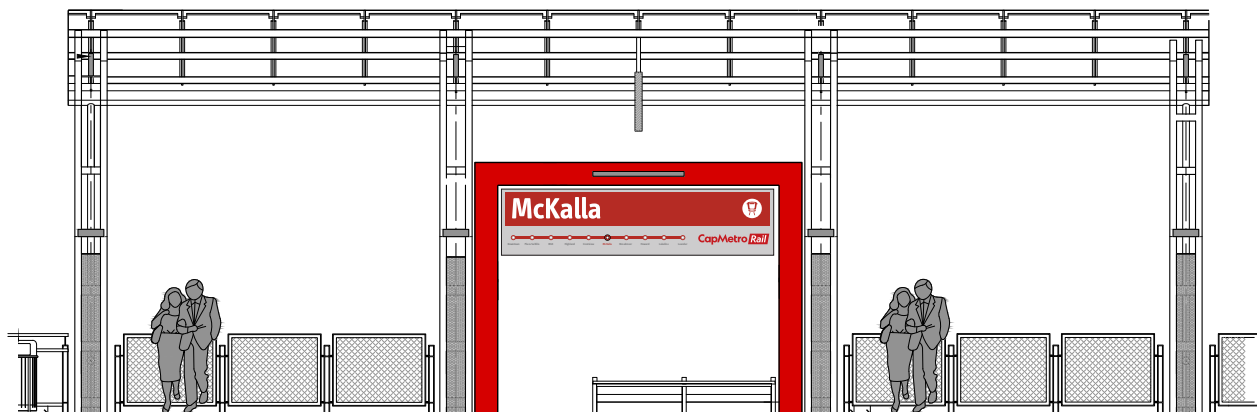
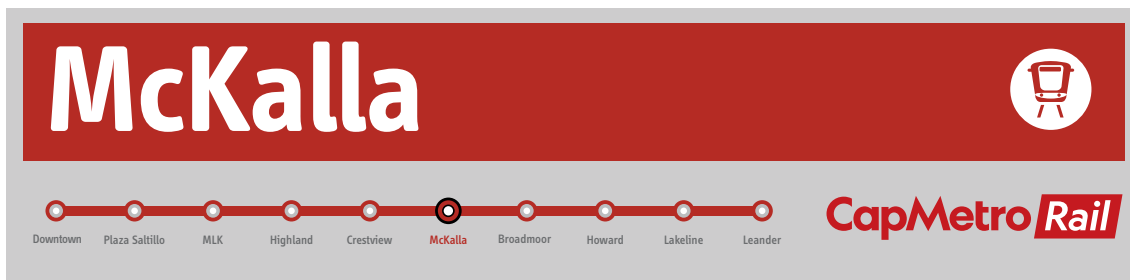
Rapid Station Clamshell (pre-2022 design)



Note: pre-2022 designs feature red clamshells. Per new branding standards, these should be painted blue PMS 307c.

Rail Station Clamshell

The dimensions for placement of graphics will vary depending on the station.



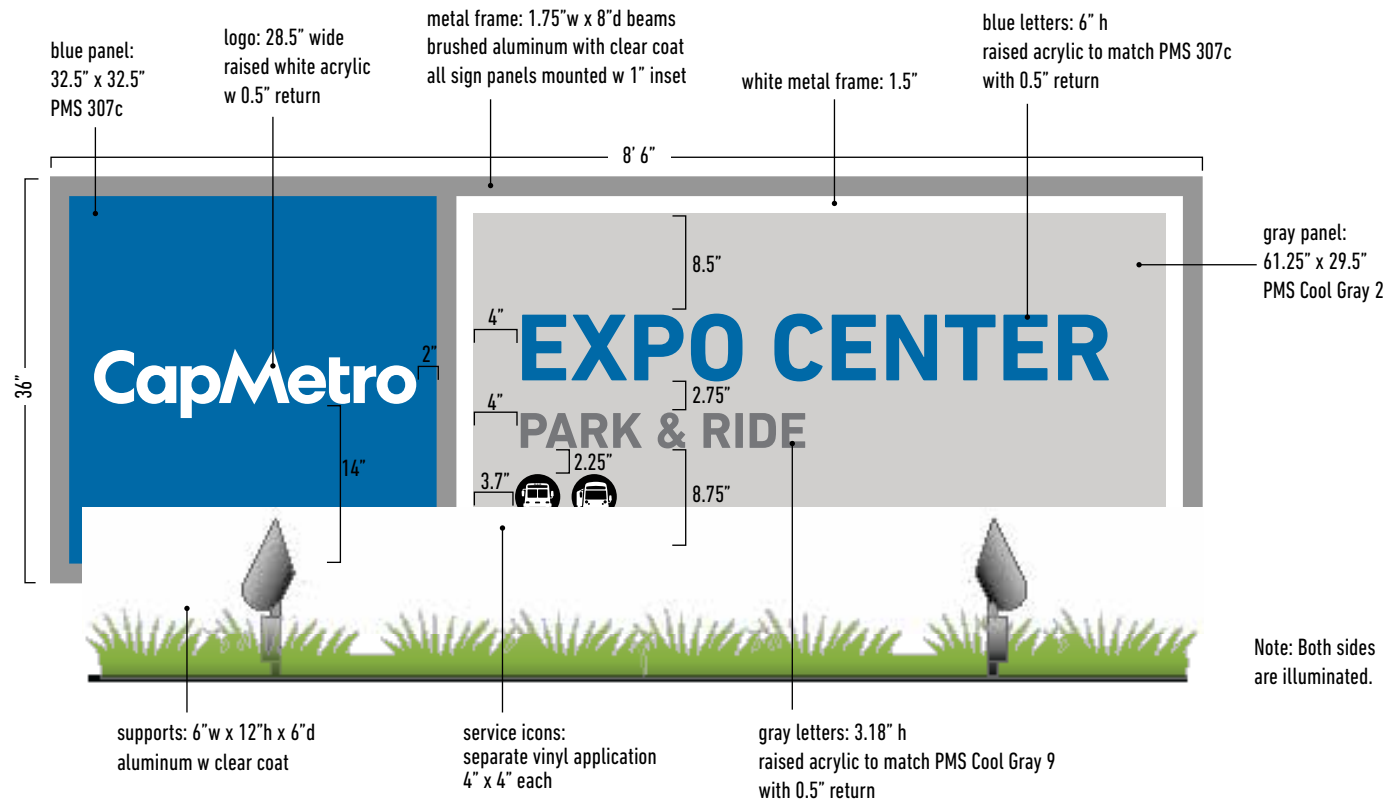
Park & Ride Vertical Monument

The dimensions for placement of graphics will vary depending on length of the station name.

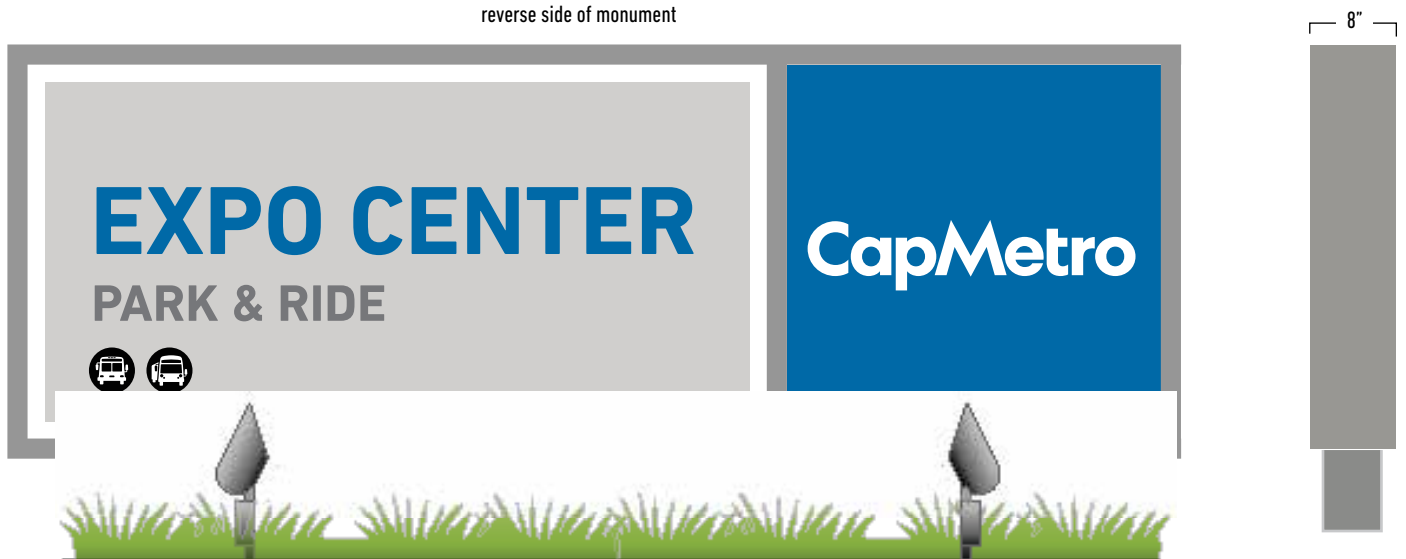


Park & Ride Horizontal Monument

The dimensions for placement of graphics will vary depending on length of the station name.

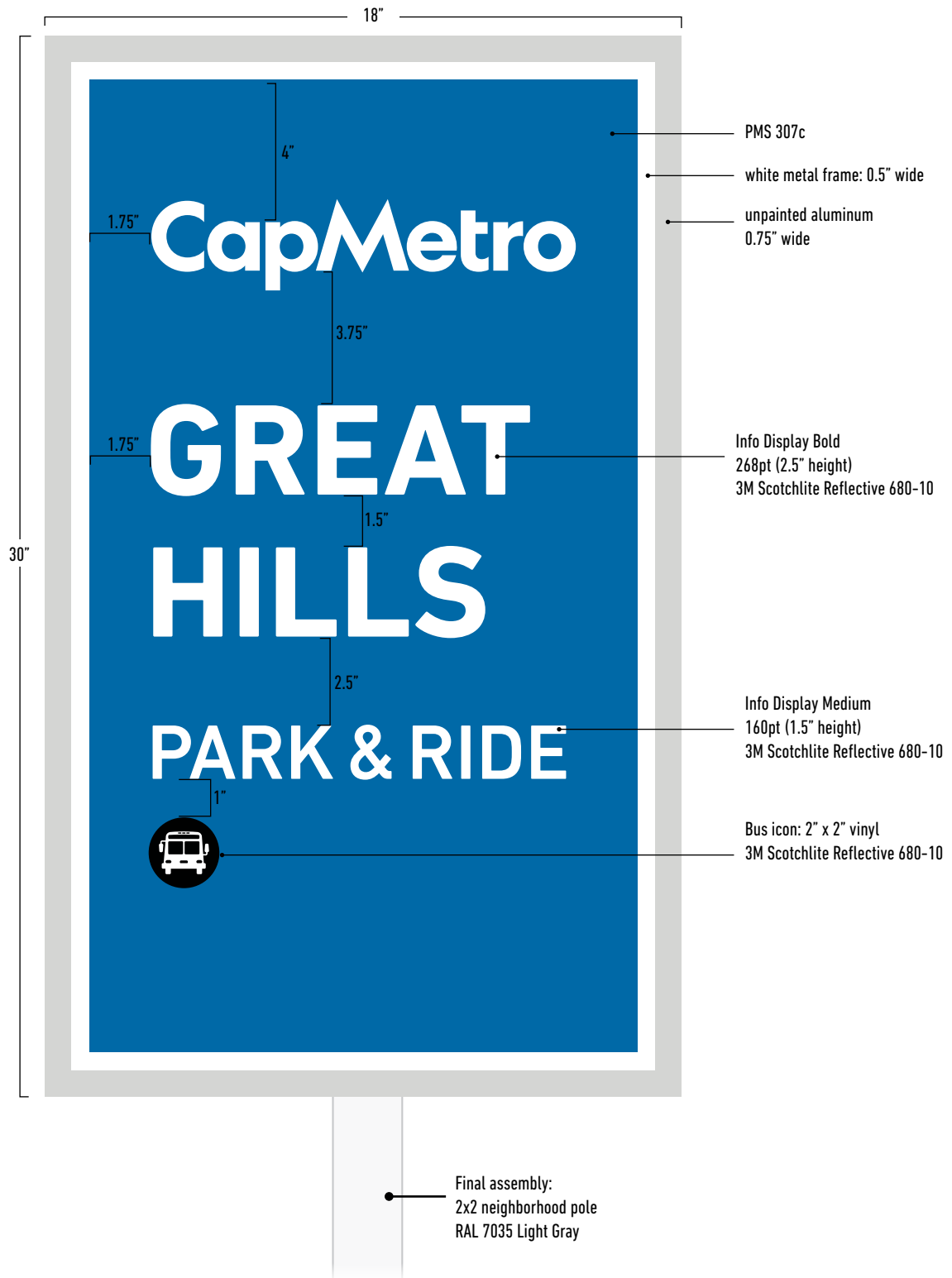


reverse side of monument



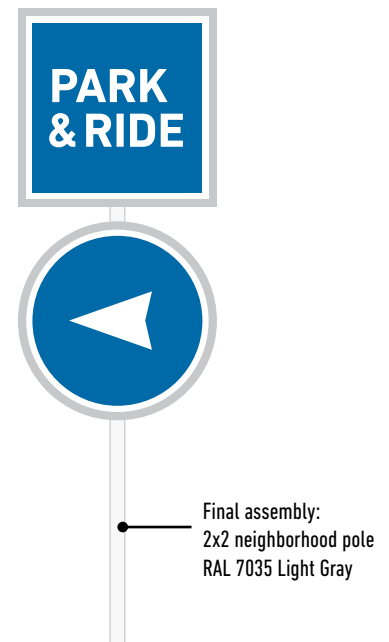
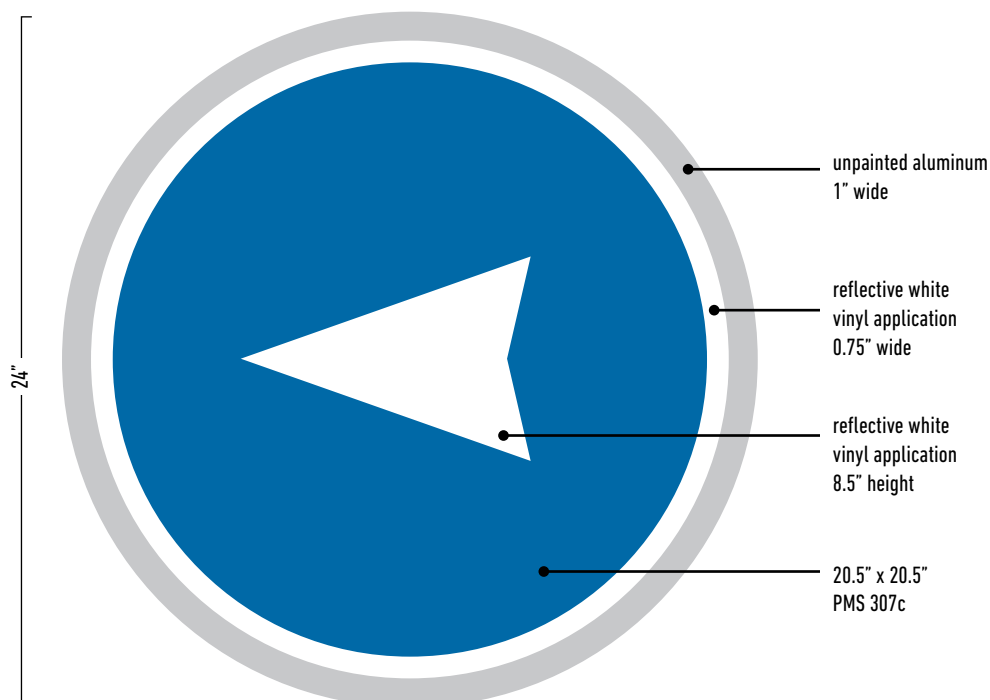
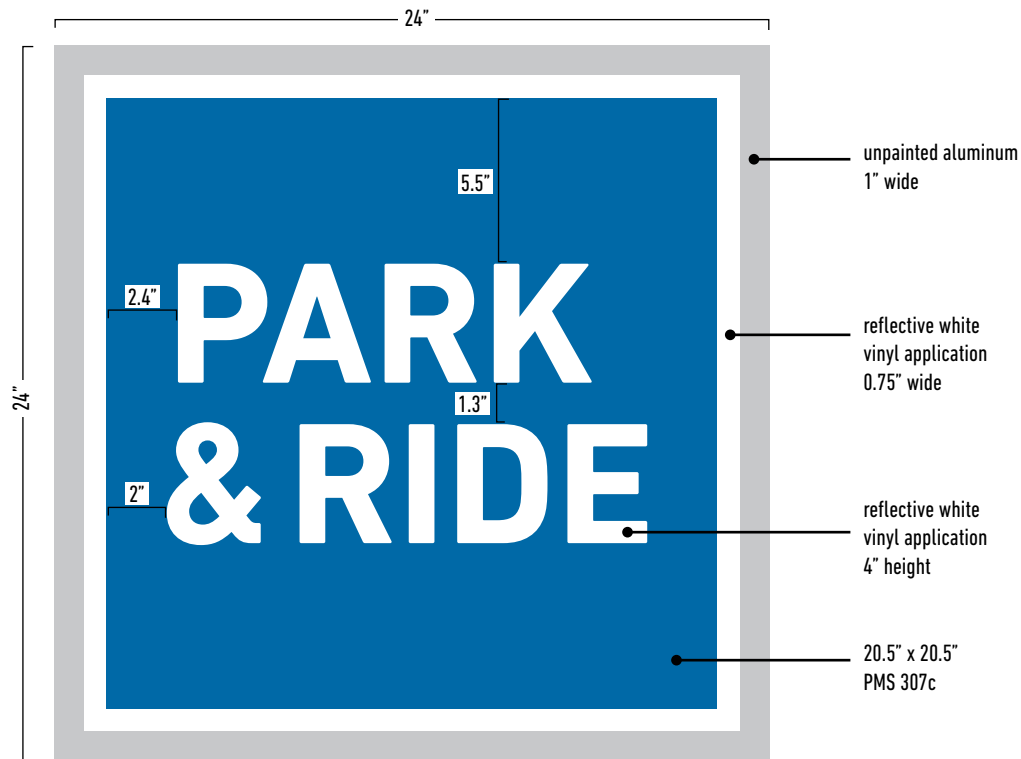
Alternative Facility Sign

These single aluminum panels are used for smaller leased facilities. Placement dimensions will vary depending on length of the facility name.

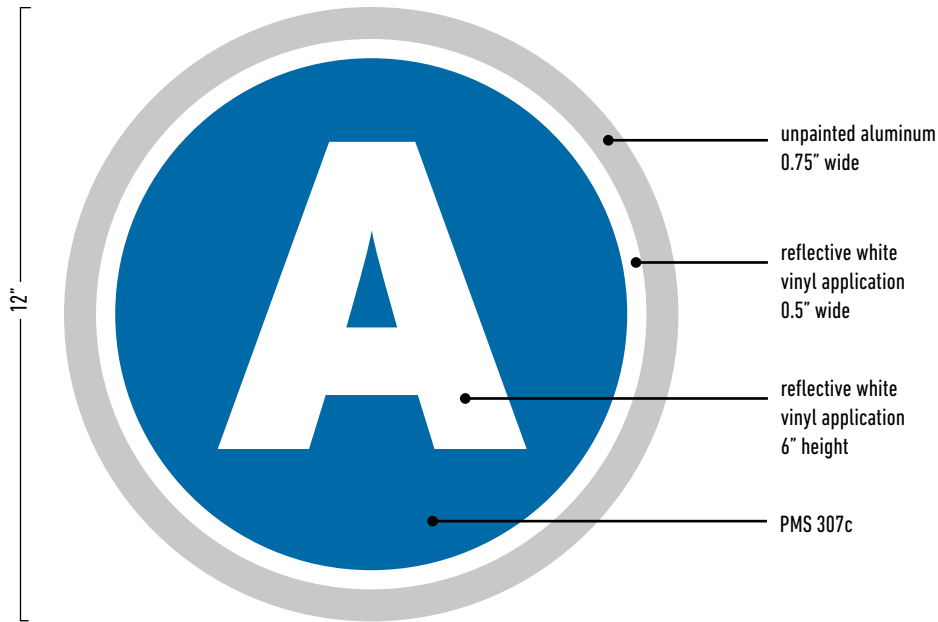


Basic Wayfinding: Roadside Park & Ride Sign

Utilized outside of facilities on nearby streets.

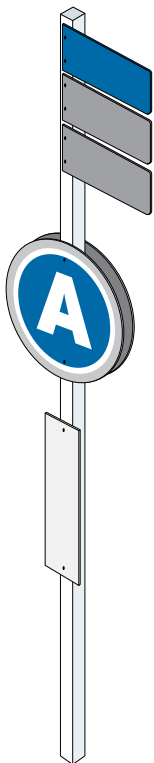


Basic Wayfinding: Bus Bay Designations



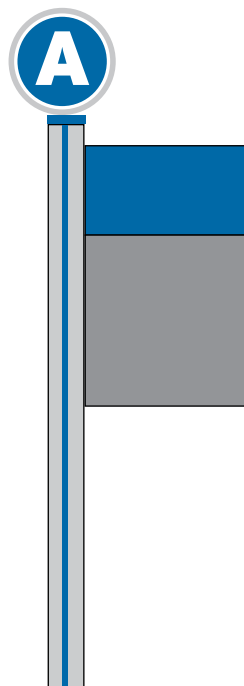
Neighborhood Pole

Note: two signs needed for both sides of the pole



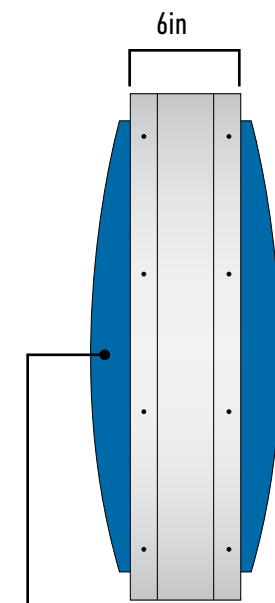
Urban Pole

Note: one sign can be printed double-sided for the urban pole.



Station Mount

Face dimension may vary from 12"-18". Consult with project engineers.



- vacuum-formed
- 3/16" polycarbonate with second surface graphic
- white LED illumination

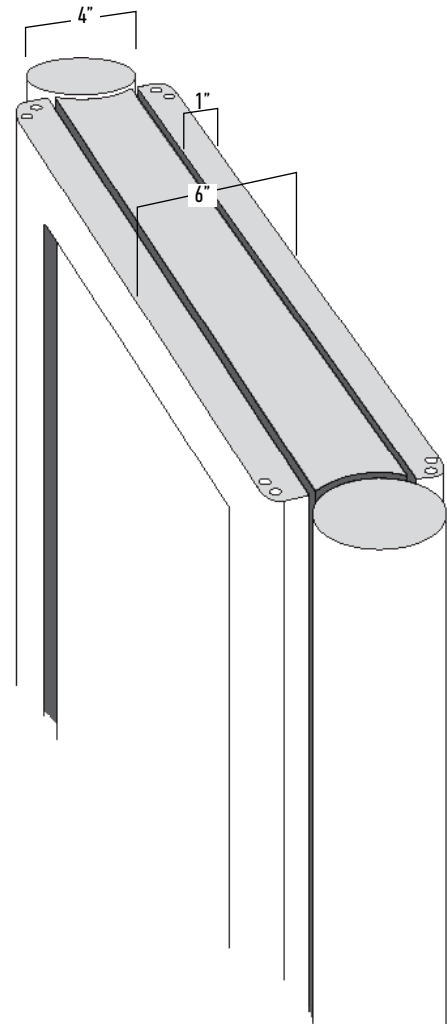
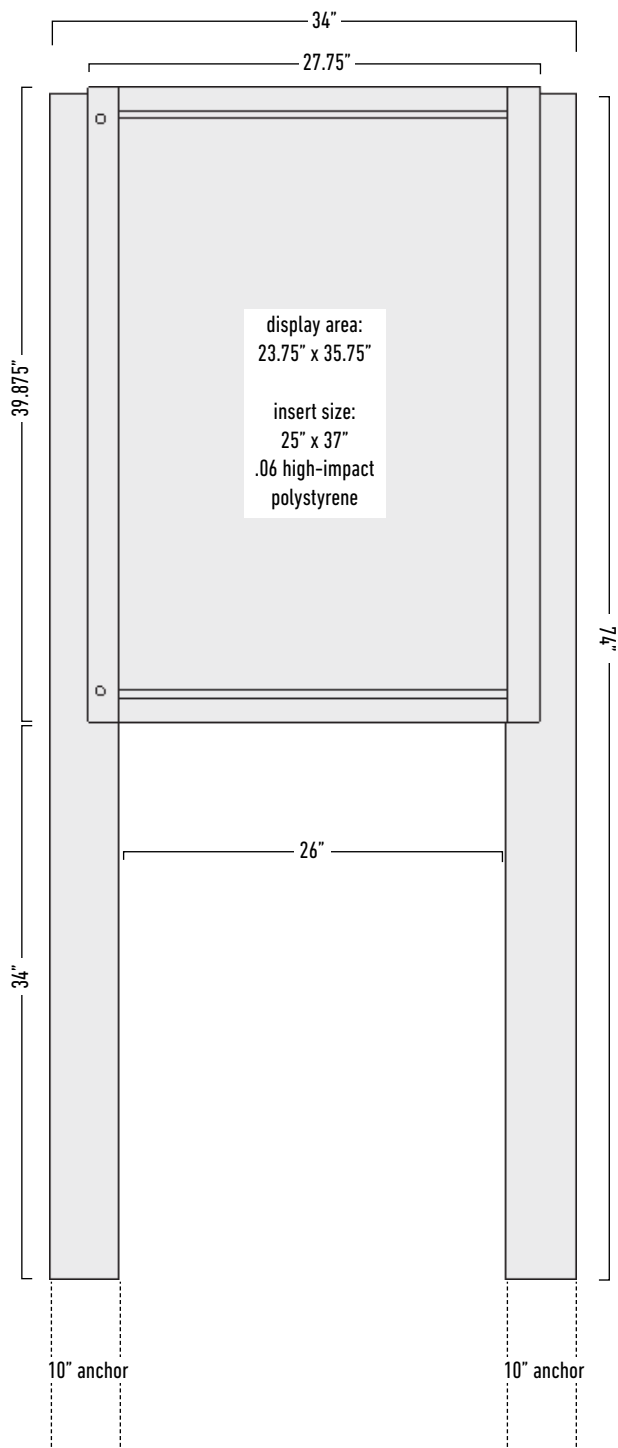
Single-panel signage

There are a variety of messages that may suit a particular facility. Below are some examples. They all contain these specifications:

- 18" x 18" overall
- 0.75" unpainted aluminum border
- 0.5" white vinyl border - 3m Scotchlite Reflective 680-10
- 15.5" x 15.5" blue vinyl square - PMS 307c
- Lettering: DIN Next Pro Medium, dimensions vary, 3m Scotchlite Reflective 680-10



Freestanding IDU (informational display unit)



Supplier: Lance Regier
lregier@spectra-dynamics.com



8. Service Change

- Print assets
- Contract sizes
- IDUs

System Map - side A

The System Map is printed three times a year (January, June, August) for each Service Change. Quantities vary depending on need, usually 50,000 or 75,000. System Maps are printed on contract. Each printing requires proofreading by the Planning Dept. and a press check by the MarCom Creative team. Revisions are usually made on contract by CHK America. Side A contains ridership information, a frequency chart, fare pricing, the Downtown inset map and advertising space for internal projects. Printing specifications are listed below. A low-res version is also available for download on the CapMetro website

How to Ride Guide Guía para Viajar

3 Easy Ways to Plan Your Trip 3 Maneras Fáciles de Planificar Su Viaje

CapMetro App **Online** **Go Live**

App de CapMetro **En línea** **Go Live**

SAFETY REMINDERS

- Remember to always wear your seat belt and please don't drink and drive. Drinking and driving is the leading cause of death on our roads.
- Remember to always wear your seat belt and please don't drink and drive. Drinking and driving is the leading cause of death on our roads.
- Remember to always wear your seat belt and please don't drink and drive. Drinking and driving is the leading cause of death on our roads.

AVISOS DE SEGURIDAD

- Recuerde siempre usar su cinturón de seguridad y no beba y maneje. Beber y manejar es la principal causa de muerte en nuestras carreteras.
- Recuerde siempre usar su cinturón de seguridad y no beba y maneje. Beber y manejar es la principal causa de muerte en nuestras carreteras.
- Recuerde siempre usar su cinturón de seguridad y no beba y maneje. Beber y manejar es la principal causa de muerte en nuestras carreteras.

JOIN OUR TEAM

WE'RE HIRING BUS DRIVERS! APPLY ONLINE: CAPMETRO.ORG

\$5,000 HIRING BONUS

CapMetro

JOIN OUR TEAM

WE'RE HIRING BUS DRIVERS! APPLY ONLINE: CAPMETRO.ORG

\$5,000 HIRING BONUS

Downtown Austin/UT

Map showing routes 191, 197 and 6-Bus in Downtown Austin/UT. Includes landmarks like University of Texas, Capitol, and various streets.

Our Services Nuestros Servicios

ROUTE NUMBER & NAME **FARE** **WEEKDAY** **SATURDAY** **SUNDAY**

ROUTE NUMBER & NAME **FARE** **WEEKDAY** **SATURDAY** **SUNDAY**

ROUTE NUMBER & NAME **FARE** **WEEKDAY** **SATURDAY** **SUNDAY**

CapMetro wants to hear from you!

Join us at our monthly customer advisory meetings! Learn more at: capmetro.org/advisorycommittees

CapMetro

Map showing routes 191, 197 and 6-Bus in Downtown Austin/UT. Includes landmarks like University of Texas, Capitol, and various streets.

LOCAL ROUTES

Local routes serving Downtown (D), between north/southbound and travel center (D) 201-205 and Downtown Express (D) 201-205.

Route Number & Name	Fare	Weekday	Saturday	Sunday
191 North Loop Express	\$2.00	30	30	30
197 South Loop Express	\$2.00	30	30	30

Fares Tarifas

Single Ride \$1.25
7-Day Pass \$12.50
30-Day Pass \$45.00

Single Ride \$1.25
7-Day Pass \$12.50
30-Day Pass \$45.00

Park & Ride

Map showing routes 191, 197 and 6-Bus in Downtown Austin/UT. Includes landmarks like University of Texas, Capitol, and various streets.

EXTRA LOCAL AND EXPRESS ROUTES

Extra Local routes serving Downtown (D) 201-205 and Downtown Express (D) 201-205.

Route Number & Name	Fare	Weekday	Saturday	Sunday
201 North Loop Express	\$2.00	30	30	30
205 South Loop Express	\$2.00	30	30	30

REDUCED FARES PROGRAM

Reduced fares for seniors, disabled, and students. Apply for a reduced fare card at capmetro.org/reduced-fares.

CONTACT INFORMATION

CapMetro Website: capmetro.org
Customer Service: 1-800-392-7229
Transit Center: 1-800-392-7229

ROUND ROCK TRANSIT

Round Rock Transit (RRT) is a public transit agency serving Round Rock, Texas. RRT operates several bus routes throughout the city.

Holidays & Events

Holidays & Events: List of holidays and events when CapMetro services are affected. Includes Christmas, New Year's, and various festivals.

HELP GUIDE PUBLIC SAFETY

JOIN OUR PUBLIC SAFETY ADVISORY COMMITTEE

CapMetro is committed to public safety. We invite you to join our Public Safety Advisory Committee to help us improve our services and ensure the safety of our passengers.

Print Specs

Ink: CMYK + UV coat on both sides

Paper: 50# Star Brite opaque smooth text

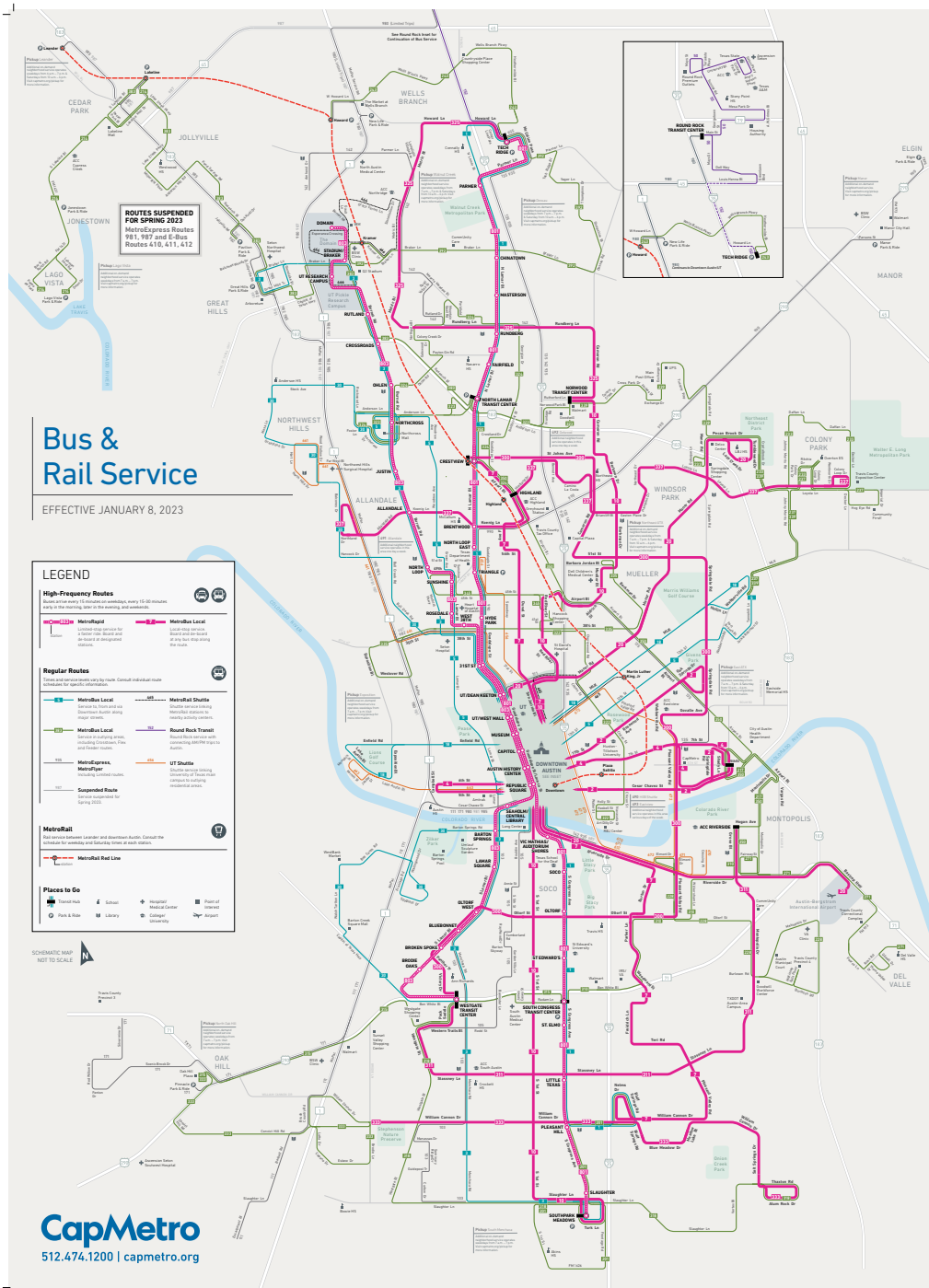
Size: 24.5 x 34 (flat), 3.5 x 8.5 (folded)

Bindery: trim + score + concertina fold

Quantity: 50k or 75k depending on need

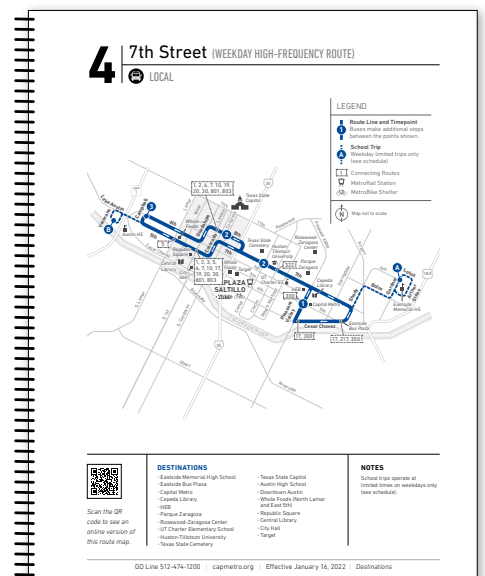
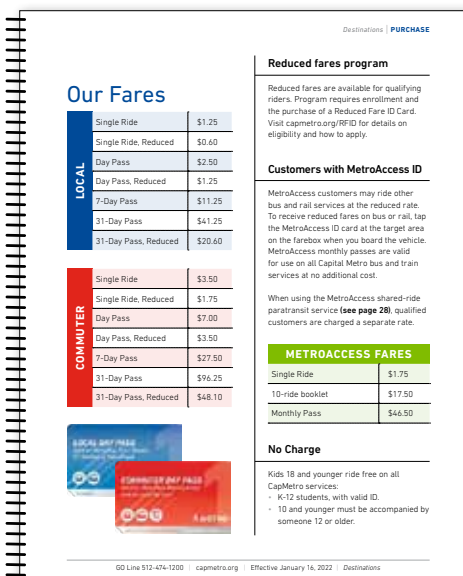
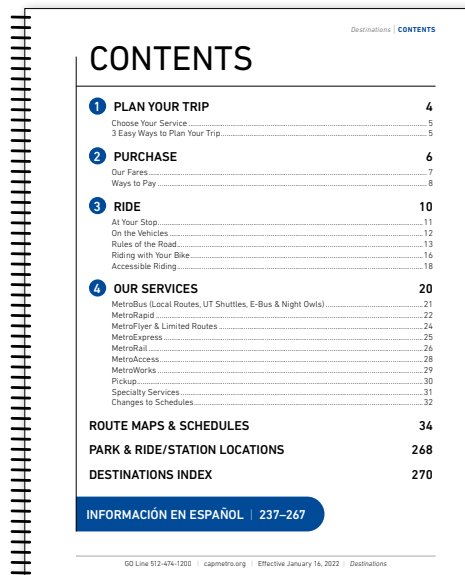
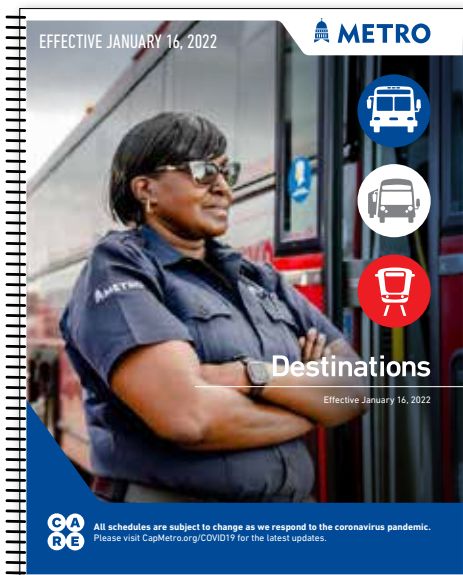
System Map - side B

Side B of the System Map contains the service area and all routes served by CapMetro. Each printing of the System Map will require a careful proofreading by the Planning Dept. and a press check by the MarCom Creative team to check for color accuracy, street names, ripping errors, etc. See previous page for printing specifications.



Schedule Book

Each Service Change includes a revised schedule book, titled "Destinations." This is created by MarCom designers and writers, and is printed and spiral-bound in-house by CapMetro's mail room. A small run is printed for staff and as-needed by customers at the Transit Store for a small fee. A low-res version is downloadable at the CapMetro website. The book contains detailed ridership information in English and Spanish, as well as route maps and time tables for all routes in the system. Sample layouts are shown below.



Pocket Brochure

Pocket brochures are printed at a smaller scale than typical full-color brochures and are displayed onboard buses and at the Transit Store. Every route in the service area is included in a brochure, sometimes singularly and sometimes combined with other routes. Each brochure contains a map and time table of departures. Revisions are made in-house by CapMetro designers. These are printed on contract three times a year for each Service Change, and are distributed by a logistics contractor. Folded sizes are the same throughout the library, but flat sizes vary depending on the number of routes included. Basic printing specifications are listed below.

[illegible]

3 Burnet/Menchaca

Legend

Route Line and Transfer Point

Blue line and transfer point between the route and the Capitol

Transfer Point

Map scale

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DESTINATIONS

University of Texas at Austin

Capital Metro

University of Texas at Austin

University of Texas at Austin

University of Texas at Austin

University of Texas at Austin

University of Texas at Austin

University of Texas at Austin

University of Texas at Austin

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University of Texas at Austin

University of Texas at Austin

University of Texas at Austin

University of Texas at Austin

Central Metro

Capital Metro

University of Texas at Austin

University of Texas at Austin

University of Texas at Austin

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Print Specs

Ink: Duotone, PMS 307c + Black

Paper: 50# Star Brite opaque smooth text

Size: see following page

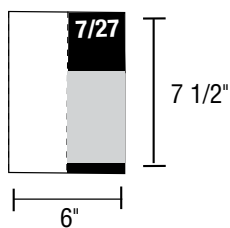
Bindery: trim + score + concertina fold

Quantity: varies per service change

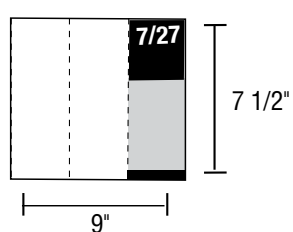
Pocket Brochures

These are the available sizes for pocket brochures, per the Service Change printing contract.

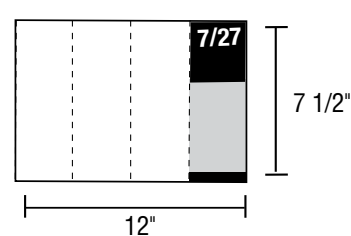
Size A - 6" x 7 1/2"



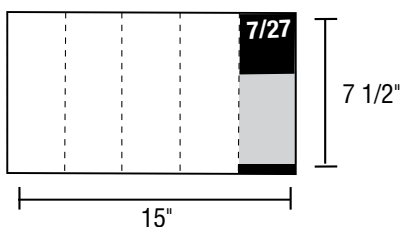
Size B - 9" x 7 1/2"



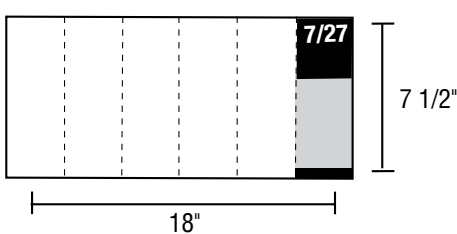
Size C - 12" x 7 1/2"



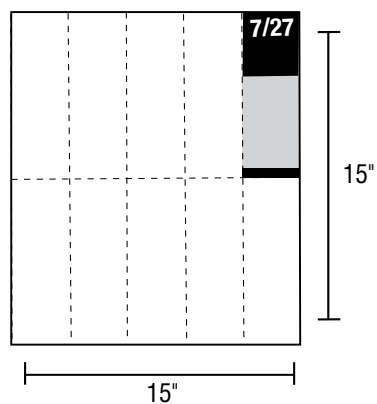
Size D - 15" x 7 1/2"



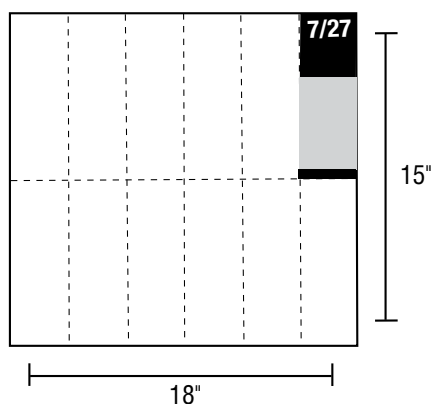
Size E - 18" x 7 1/2"



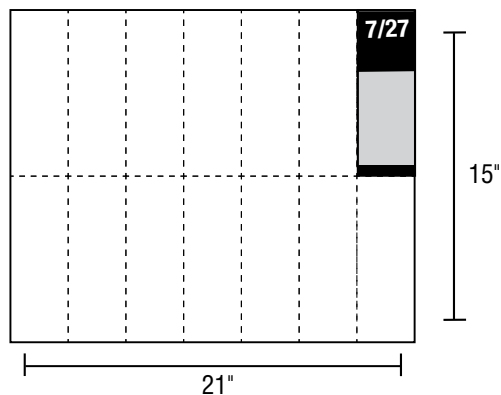
Size F - 15" x 15"



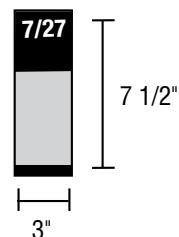
Size G - 18" x 15"



Size P - 21" x 15"



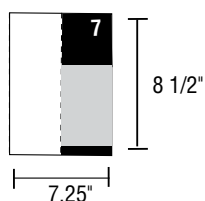
Folded size (Finished size)



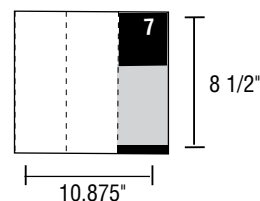
Color Brochures

These are the available sizes for color brochures, per the Service Change printing contract.

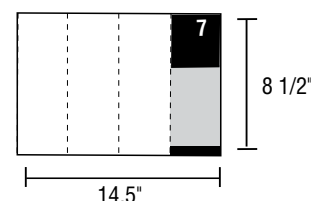
Size H - 7.25" x 8 1/2"



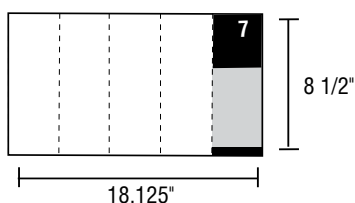
Size I - 10.875" x 8 1/2"



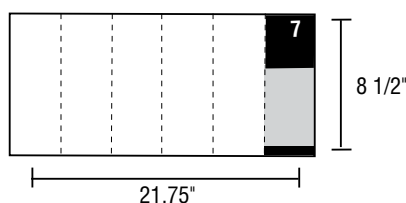
Size J - 14.5" x 8 1/2"



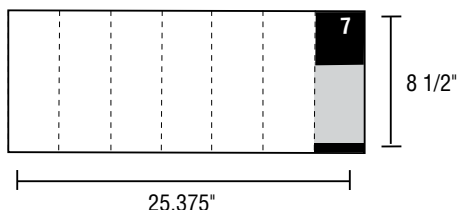
Size K - 18.125" x 8 1/2"



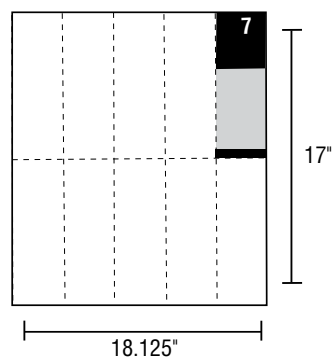
Size L - 21.75" x 8 1/2"



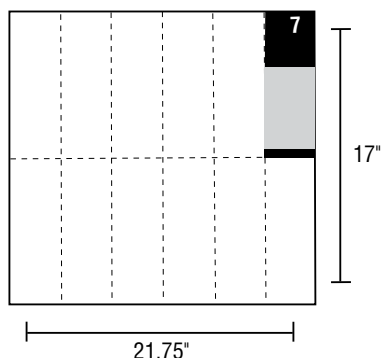
Size M - 25.375" x 8 1/2"



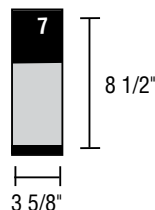
Size N - 18.125" x 17"



Size O - 21.75" x 17"



Folded size (Finished size)



Print Specs

Ink: 4 color process

Paper: 70# white house gloss, brightness 87 or higher, opacity 93

Bindery: trim + score + concertina fold

Quantity: varies per service change

Color Brochures - Rapid 801 & 803

Color brochures are printed larger than pockets, at a folded size of 3.625" x 8.5" with CMYK inks. Color brochures for Service Change are printed on contract. The Rapid brochures for routes 801 and 803 contain ridership information and a route map.

801 N. Lamar/S. Congress (HIGH-FREQUENCY ROUTE)

CONTACT INFORMATION

CapMetro Website: capmetro.org
 Customer Service: 512-474-1200
 Routes & Schedules/GO Line: 512-474-1200
 MetroAccess: 512-852-7272
 Metro RideShare: 512-477-RIDE
 (car/vanpool matching service)
 CapMetro Administration: 512-389-7400
 CapMetro Transit Store: 512-389-7454
 200 W. 9th Street

Lost and Found: Articles lost on vehicles and at transit stations may be picked up at the Transit Store at 200 W. 9th Street, Monday through Friday, 8:00am-5:00pm. Call 512-389-7454.

CapMetro is committed to ensuring that no person is excluded from participation in its services due to disability. If you are unable to board a vehicle or use a transit facility, please contact the Transit Store at 200 W. 9th Street, Monday through Friday, 8:00am-5:00pm. Call 512-389-7454.

INFORMACIÓN DE CONTACTO

Sitio Web De CapMetro: capmetro.org
 Servicio al Cliente: 512-474-1200
 Rutas y Horarios/GO Line: 512-474-1200
 MetroAccess: 512-852-7272
 Metro RideShare: 512-477-RIDE
 (servicio para conectar a personas que desean compartir vehículos personales, ya sea autos o camionetas)
 Administración de CapMetro: 512-389-7400
 Oficina de Administración: 512-389-7454
 200 W. 9th Street

Objetos Perdidos y Encontrados
 Los objetos perdidos en los vehículos o en las estaciones de tránsito pueden ser recogidos en la Tienda de Tránsito de CapMetro, ubicada en 200 W. 9th Street, de lunes a viernes, de las 8:00 a.m. a las 5:00 p.m. Llame al 512-389-7454.

CapMetro
 512.474.1200 | capmetro.org

CapMetro Rapid
801
 N. Lamar/S. Congress
 (HIGH-FREQUENCY ROUTE)
 Effective January 8, 2023
 LOCAL FARE

Go to 512.474.1200 | capmetro.org

FREE WI-FI
 All Rapid vehicles offer free high-speed Wi-Fi.

Wi-Fi GRATUITO
 Todos los vehículos de Rapid ofrecen servicio Wi-Fi de alta velocidad gratuito.

REAL-TIME ARRIVAL
 Digital signage shows the exact wait time until your ride arrives.

LLEGADA EN TIEMPO REAL
 Señalización digital muestra el tiempo exacto de cuando llegará su viaje.

MOBILE TICKETING
 The CapMetro App allows you to buy passes and board with your phone.

BOLETOS MÓVILES
 La App CapMetro le permite comprar pases y abordar con su teléfono.

3-BIKE RACK
 Each Rapid vehicle is equipped to hold 3 bikes.

ESTANTE PARA 3-BICICLETAS
 Cada vehículo Rapid está equipado para cargar 3 bicicletas.

PRIORITY SERVICE
 Dedicated lanes through downtown and traffic-signal priority.

SERVICIO PRIORITARIO
 Carriles de prioridad en el centro y tecnología para sincronizar con semáforos.

← In this area, northbound vehicles travel up Lavaca. Southbound vehicles travel down Guadalupe. ←

En esta área, vehículos en dirección al norte viajan en Lavaca. Vehículos en dirección al sur viajan en Guadalupe.

Rapid 801
 North Lamar / South Congress

Rapid is a frequency-based service. Real-time arrival/departure times may not be exact and may vary due to vehicular traffic and/or weather-related conditions.

FREQUENCY / FRECUENCIA

WEEKDAYS / DE LUNES A VIERNES		
5 A.M. – 7 A.M.	15 MIN	
7 A.M. – 8 P.M.	10 MIN	
6 P.M. – 8 P.M.	15 MIN	
8 P.M. – 12:30 A.M.	20 MIN	

SATURDAY / SÁBADO		
6 A.M. – 8 P.M.	15 MIN	
8 P.M. – 12:30 A.M.	20 MIN	

SUNDAY / DOMINGO		
Hours / horas: 6 a.m. – 11:30 p.m.		
6 A.M. – 7 P.M.	15 MIN	
7 P.M. – 11:30 P.M.	20 MIN	

Rapid is a service based on frequency. It is possible that the information of arrivals/departures in real time may not be exact due to traffic or conditions related to the weather.

LOCAL FARE / TARIFA LOCAL
 Rapid requires a Local fare pass, which is also valid on all Flyer and Local Routes.

Single Ride/Viaje Sencillo	\$1.25
Single Ride, Reduced/Viaje Sencillo, Reducida	\$0.60
Day Pass/Pase De Día	\$2.50
Day Pass, Reduced/Pase De Día, Reducida	\$1.25
7-Day Pass/Pase De 7-Días	\$11.25
31-Day Pass/Pase De 31-Días	\$41.25
31-Day Pass, Reduced/Pase De 31-Días, Reducida	\$20.60

Rapid requires a pass of tarifa Local que también es válido para todas rutas Flyer y Local.

THE CAPMETRO APP

Download the FREE mobile app for real-time departures, planning trips, viewing schedules and buying tickets on the go.

LA APLICACIÓN MÓVIL, CAPMETRO
 Descarga la aplicación móvil gratuita para ver viajes en tiempo real, planificar viajes, ver horarios y para comprar boletos.

3-DOOR BOARDING / ABORDANDO POR 3-PUERTAS
 Cash only accepted at front doors of Rapid vehicles (exact change required). CapMetro App tickets and pre-purchased passes accepted at all doors.

Sólo se acepta efectivo en las puertas delanteras de los vehículos Rapid (cambio exacto). Boletos en la aplicación móvil y pases pre-comprados se aceptan en todas las puertas.

BOARDING WITH THE CAPMETRO APP
 Navigate to the Tickets screen when preparing to board. Choose the ticket you would like to use by tapping the green plus sign to access the validation screen. When boarding, scan the QR code under the validator scanner, available at any door, when riding Rapid. Or show the animated logo screen to the operator or fare inspector.

USANDO LA APLICACIÓN MÓVIL
 Navegue hasta la pantalla Tickets cuando se prepare para abordar. Elija el pase que le gustaría utilizar pulsando el signo de color verde para acceder a la pantalla de validación. Al abordar Rapid, escanee el código QR debajo del escáner validador disponible en cualquier puerta. O muestre la pantalla del logotipo animado al operador o inspector de tarifas.

Color Brochures - Express Routes

Color brochures are printed larger than pockets, at a folded size of 3.625" x 8.5" with CMYK inks. Color brochures for Service Change are printed on contract. Express brochures contain combinations of routes connecting nearby, like the example below.

135 WEEKDAYS/NORTHBOUND

CapMetro Website: capmetro.org

Customer Service: 512-474-1200

Routes & Schedules/GO Line

MetroAccess: 512-852-7272

Metro RideShare: 512-477-8102

CapMetro Administration: 512-389-7400

CapMetro Transit Store: 512-389-7454

209 W. 9th Street

Lost and Found: Articles lost on vehicles and in transit stations may be picked up at the Transit Store at 209 W. 9th Street, Monday through Friday, 8:00am - 5:00pm, 512-389-7454.

CapMetro is committed to ensuring that no person is excluded from participation in its services. CapMetro is an equal opportunity employer. If you are unable to access any of our services, please contact us at 512-474-1200.

CapMetro
512-474-1200 | capmetro.org

135 WEEKDAYS/SOUTHBOUND

CapMetro Website: capmetro.org

Customer Service: 512-474-1200

Routes & Schedules/GO Line

MetroAccess: 512-852-7272

Metro RideShare: 512-477-8102

CapMetro Administration: 512-389-7400

CapMetro Transit Store: 512-389-7454

209 W. 9th Street

Lost and Found: Articles lost on vehicles and in transit stations may be picked up at the Transit Store at 209 W. 9th Street, Monday through Friday, 8:00am - 5:00pm, 512-389-7454.

CapMetro is committed to ensuring that no person is excluded from participation in its services. CapMetro is an equal opportunity employer. If you are unable to access any of our services, please contact us at 512-474-1200.

CapMetro
512-474-1200 | capmetro.org

935 Tech Ridge Express

CapMetro Website: capmetro.org

Customer Service: 512-474-1200

Routes & Schedules/GO Line

MetroAccess: 512-852-7272

Metro RideShare: 512-477-8102

CapMetro Administration: 512-389-7400

CapMetro Transit Store: 512-389-7454

209 W. 9th Street

Lost and Found: Articles lost on vehicles and in transit stations may be picked up at the Transit Store at 209 W. 9th Street, Monday through Friday, 8:00am - 5:00pm, 512-389-7454.

CapMetro is committed to ensuring that no person is excluded from participation in its services. CapMetro is an equal opportunity employer. If you are unable to access any of our services, please contact us at 512-474-1200.

CapMetro
512-474-1200 | capmetro.org

WHERE WE GO.

WHEN WE GET THERE

MONDAY-FRIDAY

PM TIMES ARE INDICATED IN BOLD HIGHWAYS SHOWN INDICATE TOWARD P.M.

Direction	Leander	Round Rock	Cedar Park	Lakeline	College Station	Wells Branch	Howard	Kramer	Crestview	Highland	MLK	Downtown	Plaza Satillo		
Leander	5:00	5:07	5:25	5:36	5:52	6:04	6:26	6:35	—	—	—	5:39	5:45	5:58	
Round Rock	5:08	5:25	5:45	5:51	6:06	6:21	6:43	6:53	7:09	7:20	7:36	7:52	6:00	6:07	6:20
Cedar Park	5:05	5:05	5:20	5:25	5:40	5:55	6:15	6:25	6:40	6:50	7:05	7:20	5:59	6:04	6:15
Lakeline	5:05	5:41	5:53	5:58	6:10	6:25	6:45	6:55	7:10	7:25	7:40	7:55	5:59	6:04	6:15
College Station	5:05	5:41	5:50	5:55	6:05	6:15	6:30	6:40	6:55	7:10	7:25	7:40	5:59	6:04	6:15
Wells Branch	5:05	5:41	5:50	5:55	6:05	6:15	6:30	6:40	6:55	7:10	7:25	7:40	5:59	6:04	6:15
Howard	5:05	5:41	5:50	5:55	6:05	6:15	6:30	6:40	6:55	7:10	7:25	7:40	5:59	6:04	6:15
Kramer	5:05	5:41	5:50	5:55	6:05	6:15	6:30	6:40	6:55	7:10	7:25	7:40	5:59	6:04	6:15
Crestview	5:05	5:41	5:50	5:55	6:05	6:15	6:30	6:40	6:55	7:10	7:25	7:40	5:59	6:04	6:15
Highland	5:05	5:41	5:50	5:55	6:05	6:15	6:30	6:40	6:55	7:10	7:25	7:40	5:59	6:04	6:15
MLK	5:05	5:41	5:50	5:55	6:05	6:15	6:30	6:40	6:55	7:10	7:25	7:40	5:59	6:04	6:15
Downtown	5:05	5:41	5:50	5:55	6:05	6:15	6:30	6:40	6:55	7:10	7:25	7:40	5:59	6:04	6:15
Plaza Satillo	5:05	5:41	5:50	5:55	6:05	6:15	6:30	6:40	6:55	7:10	7:25	7:40	5:59	6:04	6:15

FRIDAY EVENING

PM TIMES ARE INDICATED IN BOLD HIGHWAYS SHOWN INDICATE TOWARD P.M.

Direction	Leander	Round Rock	Cedar Park	Lakeline	College Station	Wells Branch	Howard	Kramer	Crestview	Highland	MLK	Downtown	Plaza Satillo
Leander	4:41	5:04	5:15	5:25	5:40	5:55	6:15	6:25	6:40	6:50	7:05	7:20	5:59
Round Rock	4:58	5:15	5:30	5:35	5:50	6:05	6:25	6:35	6:50	7:05	7:20	7:35	6:00
Cedar Park	4:58	5:15	5:30	5:35	5:50	6:05	6:25	6:35	6:50	7:05	7:20	7:35	6:00
Lakeline	4:58	5:15	5:30	5:35	5:50	6:05	6:25	6:35	6:50	7:05	7:20	7:35	6:00
College Station	4:58	5:15	5:30	5:35	5:50	6:05	6:25	6:35	6:50	7:05	7:20	7:35	6:00
Wells Branch	4:58	5:15	5:30	5:35	5:50	6:05	6:25	6:35	6:50	7:05	7:20	7:35	6:00
Howard	4:58	5:15	5:30	5:35	5:50	6:05	6:25	6:35	6:50	7:05	7:20	7:35	6:00
Kramer	4:58	5:15	5:30	5:35	5:50	6:05	6:25	6:35	6:50	7:05	7:20	7:35	6:00
Crestview	4:58	5:15	5:30	5:35	5:50	6:05	6:25	6:35	6:50	7:05	7:20	7:35	6:00
Highland	4:58	5:15	5:30	5:35	5:50	6:05	6:25	6:35	6:50	7:05	7:20	7:35	6:00
MLK	4:58	5:15	5:30	5:35	5:50	6:05	6:25	6:35	6:50	7:05	7:20	7:35	6:00
Downtown	4:58	5:15	5:30	5:35	5:50	6:05	6:25	6:35	6:50	7:05	7:20	7:35	6:00
Plaza Satillo	4:58	5:15	5:30	5:35	5:50	6:05	6:25	6:35	6:50	7:05	7:20	7:35	6:00

SATURDAY


PM TIMES ARE INDICATED IN BOLD HIGHWAYS SHOWN INDICATE TOWARD P.M.

Direction	Leander	Round Rock	Cedar Park	Lakeline	College Station	Wells Branch	Howard	Kramer	Crestview	Highland	MLK	Downtown	Plaza Satillo		
Leander	10:00	10:07	10:25	10:36	10:52	11:04	11:26	11:35	11:50	12:00	12:15	12:30	11:59		
Round Rock	10:08	10:25	10:45	10:51	11:06	11:21	11:43	11:53	12:09	12:20	12:36	12:52	12:00	12:07	12:20
Cedar Park	10:05	10:05	10:20	10:25	10:40	10:55	11:15	11:25	11:40	11:50	12:05	12:20	11:59	12:04	12:15
Lakeline	10:05	10:41	10:53	10:58	11:10	11:25	11:45	11:55	12:10	12:25	12:40	12:55	11:59	12:04	12:15
College Station	10:05	10:41	10:50	10:55	11:05	11:15	11:30	11:40	11:55	12:10	12:25	12:40	11:59	12:04	12:15
Wells Branch	10:05	10:41	10:50	10:55	11:05	11:15	11:30	11:40	11:55	12:10	12:25	12:40	11:59	12:04	12:15
Howard	10:05	10:41	10:50	10:55	11:05	11:15	11:30	11:40	11:55	12:10	12:25	12:40	11:59	12:04	12:15
Kramer	10:05	10:41	10:50	10:55	11:05	11:15	11:30	11:40	11:55	12:10	12:25	12:40	11:59	12:04	12:15
Crestview	10:05	10:41	10:50	10:55	11:05	11:15	11:30	11:40	11:55	12:10	12:25	12:40	11:59	12:04	12:15
Highland	10:05	10:41	10:50	10:55	11:05	11:15	11:30	11:40	11:55	12:10	12:25	12:40	11:59	12:04	12:15
MLK	10:05	10:41	10:50	10:55	11:05	11:15	11:30	11:40	11:55	12:10	12:25	12:40	11:59	12:04	12:15
Downtown	10:05	10:41	10:50	10:55	11:05	11:15	11:30	11:40	11:55	12:10	12:25	12:40	11:59	12:04	12:15
Plaza Satillo	10:05	10:41	10:50	10:55	11:05	11:15	11:30	11:40	11:55	12:10	12:25	12:40	11:59	12:04	12:15

Times indicated by the price below may be affected by Austin FC stadium hours being open during these games. Visit austinfootball.com for more up-to-date game-day schedules and more details. Los tiempos indicados por el precio a continuación pueden ser afectados por los partidos durante los juegos de Austin FC. Los horarios de apertura y cierre de la cancha de fútbol de Austin FC pueden afectar los horarios de los partidos. Los horarios de apertura y cierre de la cancha de fútbol de Austin FC pueden afectar los horarios de los partidos. Los horarios de apertura y cierre de la cancha de fútbol de Austin FC pueden afectar los horarios de los partidos.

Rack Card

When service changes must be communicated quickly to the public, rack cards can be printed 3-up on a page, each sized at 3.625" x 8.5". English is featured on one side and Spanish on the reverse side. Card stock is preferred, but plain text is acceptable also.



**January 2023
Service Changes**
CapMetro.org/January2023

EFFECTIVE SUNDAY, JANUARY 8
 CapMetro regularly makes changes to our service to account for trends in ridership, construction projects and supply-chain shortages. These changes will combine several routes, enabling CapMetro to adapt to an evolving streetscape and better meet the needs of our community.

COMBINATION OF ROUTES
 Construction downtown has caused CapMetro to change how we provide service there. We are also preparing for the coming Project Connect services. We are combining six current routes into three. No one will lose service, but the names and route numbers will be different for some customers.


Current Routes			New Routes
2	& 17	→	2
Rosewood	Cesar Chavez		Rosewood/Cesar Chavez
5	& 6	→	5
Woodrow	E 12th		Woodrow/E 12th
19	& 30	→	30
Bull Creek	Barton Creek Square		Barton Creek/Bull Creek

CHANGES TO ROUND ROCK SERVICE
 These service changes, implemented by the city of Round Rock, will also take effect the week of January 8, 2023. CapMetro service in Round Rock operates weekdays from 6:30 a.m. to 8 p.m.

- 50 Round Rock La Frontera**
 Route 50 will be renamed Round Rock Tech Ridge. The routing on Route 50 will change at the southern end and no longer serve La Frontera or continue into Austin on Route 150. Instead, Route 50 will travel on Mays and Dell Way to Walmart. Riders may continue onto Tech Ridge using Route 152.
- 51 Round Rock Circulator**
 Service on Route 51 will be discontinued. The city of Round Rock is exploring alternative transportation options to replace this route in early 2023.
- 150 Round Rock La Frontera**
 Service on Route 150 will be discontinued. Connections to other CapMetro services will be provided by Route 152 at Tech Ridge Park & Ride. Riders may connect to Howard Station from Tech Ridge.
- 152 Round Rock Tech Ridge Limited**
 Route 152 will be renamed Round Rock Tech Ridge, but its routing will not change.
- 980 North MoPac Express**
 Service on Route 980 will not change.

PANDEMIC-RELATED ROUTE SUSPENSIONS
 Service on a few routes has been completely suspended since 2020 and will continue into next year:

- All E-Bus Routes
- 981** Oak Knoll Express
- 987** Leander/Lakeline Express



Information Display Unit (IDU) - Downtown Guadaluva Corridor

The Downtown IDU panels are displayed in the Guadalupe/Lavaca corridor ("Guadaluva") and correspond to the lettered boarding zones signified by the lollipop letter signs at each bus stop. The panels are printed on contract on .03 high-impact polystyrene, at 8.75" x 35.375". All IDUs require proofreading and approval by the Planning Dept. before printing. Revisions are made on contract by CHK America.

NO TOBACCO USE WITHIN 15 FEET

A

STOP ID 5944
Lavaca at 3rd

If your route doesn't stop here...
Find it in the table below. Then use the map to locate your stop.

Si su ruta no se detiene aquí... encuentre en la siguiente tabla y use el mapa para ubicar su parada.

Route & Direction	Stop # of Stop
1 North Lamar/Burnet Congress	1
3 Burnet/Menchaca	3
7 David Davis Springs	7
10 South 1st/2nd Street	10
15 Martin Luther King	15
20 Main Road/Riverside	20
30 Barton Creek/Bull Creek	30
105 South 5th Flyer	105
111 South Mopac Flyer	111
142 Metric Flyer	142
171 Oak Hill Flyer	171
481 Night Owl North Lamar	481
483 Night Owl Riverside	483
485 Night Owl Cameron	485
486 Night Owl South Congress	486
483 Lake Austin	483
801 MetroRapid N Lamar/S Congress	801
803 MetroRapid Burnet/S Lamar	803
935 Tech Ridge Express	935
980 North Mopac Express	980
981 Oak Knoll Express	981
982 Pavilion Express	982
985 Lamar/Lakeview Direct	985
987 Lamar/Lakeview Express	987

CapMetro
capmetro.org

NO TOBACCO USE WITHIN 15 FEET

B

STOP ID 5868
Republic Square

Routes that stop here
Rutas que paran aquí

801

MetroRapid N Lamar/S Congress

803

MetroRapid Burnet/S Lamar

1

N Lamar/S Congress

3

Burnet/Menchaca

TITLE VI NOTICE
CapMetro is an equal opportunity employer. It is prohibited to discriminate on the basis of race, color, sex, age, national origin, or disability in employment. If you believe you have been discriminated against, please contact the U.S. Department of Justice, Office of Civil Rights, at (202) 455-3471. For more information, visit www.dhs.gov/e-verify.

NEXT BUS?
¿PRÓXIMO AUTOBUS?

GO Line
(512) 476-1200

Text 5868 to
(512) 476-1211

CapMetro.org/StopID
Enter 5868

Get the CapMetro App!
Download now to plan your trip
and buy tickets on the go!

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Information Display Unit (IDU) - Oversized Airport Panel

The airport IDU panel is printed oversized at 44" x 64" on .06 high-impact polystyrene. This panel is displayed inside the display case at the bus stop located on the lower level outside the AUS baggage area. All IDUs require proofreading and approval by the Planning Dept. before printing. Revisions are made on contract by CHK America.

STOP ID 4326
Austin-Bergstrom International Airport

One way **\$1.25**
Exact fare required
Day Pass **\$2.50**
Kids 10 and younger RIDE FREE!

Buses to downtown Austin, UT and Mueller every 15 minutes!

Downtown Austin/UT (With Hotels)

LEGEND
● Bus Stop ■ Hotel

Monday – Friday

5:00	9:55	2:40	7:25
5:25	10:10	2:55	7:40
5:40	10:25	3:10	7:55
5:55	10:40	3:25	8:10
6:10	10:55	3:40	8:25
6:25	11:10	3:55	8:40
6:40	11:25	4:10	8:55
6:55	11:40	4:25	9:10
7:10	11:55	4:40	9:25
7:25	12:10	4:55	9:40
7:40	12:25	5:10	10:00
7:55	12:40	5:25	10:30
8:10	12:55	5:40	11:00
8:25	1:10	5:55	11:30
8:40	1:25	6:10	
8:55	1:40	6:25	
9:10	1:55	6:40	
9:25	2:10	6:55	
9:40	2:25	7:10	

Saturdays

6:00	11:15	4:00	9:30
6:30	11:30	4:15	10:00
7:00	11:45	4:30	10:30
7:15	12:00	4:45	11:00
7:30	12:15	5:00	11:30
7:45	12:30	5:15	
8:00	12:45	5:30	
8:15	1:00	5:45	
8:30	1:15	6:00	
8:45	1:30	6:15	
9:00	1:45	6:30	
9:15	2:00	6:45	
9:30	2:15	7:00	
9:45	2:30	7:15	
10:00	2:45	7:30	
10:15	3:00	7:45	
10:30	3:15	8:00	
10:45	3:30	8:30	
11:00	3:45	9:00	

Sundays

6:00	11:15	4:00	9:30
6:30	11:30	4:15	10:00
7:00	11:45	4:30	10:30
7:15	12:00	4:45	11:00
7:30	12:15	5:00	11:30
7:45	12:30	5:15	
8:00	12:45	5:30	
8:15	1:00	5:45	
8:30	1:15	6:00	
8:45	1:30	6:15	
9:00	1:45	6:30	
9:15	2:00	6:45	
9:30	2:15	7:00	
9:45	2:30	7:15	
10:00	2:45	7:30	
10:15	3:00	7:45	
10:30	3:15	8:00	
10:45	3:30	8:30	
11:00	3:45	9:00	

Route 20
Manor Road/Riverside

Buy Passes on the App!
Get the CapMetro app for real-time departures, trip plans, schedules & tickets on the go!

TITLE VI NOTICE/AVISO
CapMetro is committed to providing equal access to its services and programs. If you are unable to access any of our services or programs, please contact us at 512.474.1200. We will make every effort to ensure that you can access our services and programs. For more information, please visit our website at capmetro.org. This notice is provided for informational purposes only and does not constitute an offer of any service or program. For more information, please visit our website at capmetro.org.

GO LINE 512.474.1200 | capmetro.org

Information Display Unit (IDU) - Rail Stations

Rail Station IDU panels are printed on .06 high-impact polystyrene at 25" x 37". These panels must include Title VI disclaimers. All IDUs require proofreading and approval by the Planning Dept. before printing. Revisions are made on contract by CHK America.

METRORAIL SERVICE

Servicio de MetroRail

STOP ID 5534

Downtown Station

290 E. 4th Street, Austin, TX

STATIONS
Estaciones

Monday – Friday

* BOLD NUMBERS INDICATE PM TIMES • NÚMEROS GRASAS INDICAN TEMPO PM

SOUTHBOUND									
Leander	Lakeline	Howland	Kramer	Crestview	Highland	MLK	Plaza Satillo	Downtown	
6:41	6:58	6:59	6:15	6:33	6:35	6:32	6:39	6:43	
6:57	6:24	6:25	6:41	6:47	6:51	6:58	7:05	7:09	
6:59	6:56	7:01	7:13	7:21	7:23	7:30	7:37	7:41	
7:05	7:23	7:26	7:40	7:48	7:50	7:57	8:04	8:08	
7:25	7:48	7:50	8:05	8:13	8:15	8:22	8:29	8:33	
8:04	8:21	8:22	8:38	8:44	8:48	8:55	9:02	9:06	
8:24	8:54	8:56	9:11	9:19	9:21	9:28	9:35	9:39	
8:51	9:08	9:09	9:25	9:31	9:35	9:42	9:49	9:53	
—	10:20	10:21	10:37	10:43	10:47	10:54	11:01	11:05	
—	11:21	11:22	11:38	11:44	11:48	11:55	12:02	12:06	
—	12:27	12:28	12:43	12:49	12:53	13:00	13:07	13:11	
2:07	2:10	2:11	2:26	2:32	2:36	2:43	2:50	2:54	
2:15	2:36	2:38	2:52	2:58	3:01	3:08	3:15	3:19	
2:36	2:47	2:49	2:57	3:05	3:09	3:16	3:23	3:27	
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8:51	9:08	9:09	9:25	9:31	9:35	9:42	9:49	9:53	
—	10:20	10:21	10:37	10:43	10:47	10:54	11:01	11:05	
—	11:21	11:22	11:38	11:44	11				

Information Display Unit (IDU) - Standard Panels

Standard IDU panels are printed on .06 high-impact polystyrene at 25" x 37". Some panels in the Austin urban core may include a walking map of area connections. Most contain route maps, time tables and fare pricing. These panels must also include Title VI disclaimers. All IDUs require proofreading and approval by the Planning Dept. before printing. Revisions are made on contract by CHK America.

STOP ID 2643

Lavaca & 4th

Neighborhood Map
Mapa del vecindario

GO Line
512.474.1200

Text "2643" to
512.474.1201

capmetro.org/stopid
Enter "2643"

Use your phone to get
"next bus" information.
[Use su teléfono para
obtener información
sobre el próximo autobús.]

Get Real!
Real-time info
on all services.

View real-time departures for the next three bus
trips within 45 minutes using the CapMetro App!

Download now to get trip plans, schedules and
tickets on the go!

capmetro.org/app

STOP ID 2643

Lavaca & 4th

Service from this bus stop
Servicio de esta parada

Routes Rutas

ROUTE NUMBER & NAME Número y nombre de ruta	FARE Clase de tarifa	WEEKDAY días entre semana				SATURDAY sábado		SUNDAY domingo	
		AM P.M.	DAY EVE	DAY EVE	DAY EVE	DAY EVE	DAY EVE		
2 Regional Center-Chavez	LOCAL	15	15	15	30	30	30	30	30
7 South Loop-Santa Anita	LOCAL	15	15	15	30	30	30	30	30
10 South Loop / Red River	LOCAL	15	15	15	30	30	30	30	30
15 Manor Rd/Winterwood	LOCAL	15	15	15	30	30	30	30	30
30 Barton Creek/Bul Creek	LOCAL	35	35	35	35	35	35	35	35

TITLE VI NOTICE/AVISO

CapMetro is an equal opportunity employer. We do not discriminate on the basis of race, color, sex, age, religion, national origin, or disability in our employment practices. If you believe you have been discriminated against, please contact the U.S. Department of Justice, Office of Civil Rights, at 200 Constitution Avenue, NW, Washington, DC 20541, or call 1-800-768-6868.

Fares Tarifas

	REGULAR Tarifa		REDUCED Tarifa	
	Single Ride Viaje sencillo	7-Day Pass Pasaje de 7 días	Single Ride Viaje sencillo	7-Day Pass Pasaje de 7 días
LOCAL	\$1.25	\$2.50	\$0.60	\$1.25
COMMUTER	\$41.25	\$270.00	\$20.60	\$135.00

PAY ON THE BUS
CapMetro is a cashless system. All fares must be paid in advance. If you do not have cash, you can use a credit or debit card, or a CapMetro fare card. If you are using a fare card, you must have a valid photo ID with you. If you are using a credit or debit card, you must have a valid photo ID with you. If you are using a fare card, you must have a valid photo ID with you.

PROGRAMA DE TARIFAS CON DESCUENTO
CapMetro es un sistema sin efectivo. Todas las tarifas deben pagarse con anticipación. Si no tienes efectivo, puedes usar una tarjeta de crédito o débito, o una tarjeta de tarifa CapMetro. Si estás usando una tarjeta de tarifa, debes tener una identificación con foto válida contigo. Si estás usando una tarjeta de crédito o débito, debes tener una identificación con foto válida contigo.

Information Display Unit (IDU) - Rapid Stations

Rapid Station IDU panels are printed on .06 high-impact polystyrene at two sizes: 25" x 37" for pre-2022 stations on the 801/803 routes, and 20" x 30" for post-2022 stations. These panels must include Title VI disclaimers. All IDUs require proofreading and approval by the Planning Dept. before printing. Revisions are made on contract by CHK America.

TRANSFER GUIDE

Local stop MetroRapid service stations located along MetroRapid service. See the transfer information on the back of the IDU for more details. For more information, visit capmetro.org/transfer.

More other MetroRapid service stations located along MetroRapid service. See the transfer information on the back of the IDU for more details. For more information, visit capmetro.org/transfer.

These MetroRapid routes are currently suspended.

STOP ID 497

UT/ WEST MALL

CapMetro Rapid

MetroRapid
MetroRapid lines offer frequent service, making stops exclusively at the stations shown on the map.

801 North Lamar/South Congress
SOUTHBOUND to Southpark Meadows Station

803 Burnet/South Lamar
SOUTHBOUND to Westgate Station

Real-time info available on the other side.
Check for MetroRapid's next estimated departure times. MetroRapid operates at these intervals:

WEEKDAYS	SATURDAY	SUNDAY
5:00am-7:00am 15 mins	6:00am-8:00pm 15 mins	6:00am-7:00pm 15 mins
7:00am-6:00pm 10 mins	8:00pm-12:00am 20 mins	7:00pm-11:30pm 20 mins
6:00pm-8:00pm 15 mins		
8:00pm-12:30am 20 mins		

MetroBus
MetroBus routes travel along major corridors to connect neighborhoods, Parks, Rides and other key destinations.

1 N Lamar / S Congress to West Campus / Bull Springs	105 South 5th Flyer to Westgate Station
3 Burnet/Menchaca to Southpark Meadows	481 Night Owl N Lamar to 6th & Congress
20 Manor Rd/Riverside to JBSA Airport	980 North Mopac Express to New Life Park & Ride
30 Barton Creek/Bull Creek to Westgate	

ROUTES ARE CURRENTLY SUSPENDED.
Please check capmetro.org for schedule adjustment updates.

981 Oak Knoll Express to Pavilion Park & Ride	987 Leander/Lakeview Express to Riverside & 315
---	---

Get Real!
Real-time info on all services
View real-time departures for the next three bus trips within 45 minutes using the CapMetro app!
Download now to get trip plans, schedules and tickets on the go!

Information

Bus Stop ID# **497**
Location 2246 Guadalupe St
Use your phone to get "text bus" information!

GO Line (512) 474-1200
Text "497" to (512) 474-1211
capmetro.org/StopID Enter 497

ALL TIMES ARE ESTIMATED

Fares

	Regular	Reduced
LOCAL FARE		
One-Way	\$1.25	\$0.60
Day Pass	\$2.50	\$1.25
COMMUTER FARE		
One-Way	\$3.50	\$1.75
Day Pass	\$7.00	\$3.50

NO CHARGE
Ride 18 and younger ride free on all CapMetro service.
+ \$12 students, with valid ID.
+ \$5 and younger must be accompanied by someone 12 or older.

TITLE VI NOTICE/AVISO

Capitol Metro is committed to ensuring that no person is excluded from participation in, or denied the benefits of, its services on the basis of race, color or national origin as prohibited by Title VI of the Civil Rights Act of 1964, as amended (Title VI). If you believe you have been subjected to discrimination under Title VI, you may file a complaint with Capitol Metro by submitting a completed complaint form.

Capitol Metro se compromete a que ninguna persona sea excluida de participar, o sea la nega beneficios de, sus servicios, en base a raza, color o origen nacional como lo prohíbe el Título VI de la Ley de los Derechos Civiles, como se modificó (Título VI). Si usted cree que ha sido objeto de discriminación en cualquier caso, le pedimos que presente una queja ante Capitol Metro completando y enviando un formulario de queja.

via email / por correo postal: Title VI Complaints, 2810 E. 31st Street, Austin, TX 78702
via email / por correo electrónico: TitleVI@capmetro.org
For assistance or for more info / por asistencia o más información: (512) 474-1200

File information is subject to a 30-day response. Please contact (512) 474-1200.
La información de archivo es sujeta a una respuesta de 30 días. Por favor llame al (512) 474-1200.
File information is subject to a 30-day response. Please contact (512) 474-1200.
La información de archivo es sujeta a una respuesta de 30 días. Por favor llame al (512) 474-1200.
File information is subject to a 30-day response. Please contact (512) 474-1200.
La información de archivo es sujeta a una respuesta de 30 días. Por favor llame al (512) 474-1200.

Information Display Unit (IDU) - Bus Connections at Rail Stations

Bus Connection IDU panels are printed on .06 high-impact polystyrene at 25" x 37" and displayed at each Rail Station. These panels include bus routes that connect Rail Stations to other important destinations. They must also include Title VI disclaimers. All IDUs require proofreading and approval by the Planning Dept. before printing. Revisions are made on contract by CHK America.

STOP ID 5607

Howard Station

Bus Connections | Conexiones de autobús

Bus Stops Paradas de autobús

Fares Tarifas

	REGULAR	REDUCED		REGULAR	REDUCED
	Regular	con descuento		Regular	con descuento
Single Ride	\$1.25	\$0.60	Single Ride	\$3.50	\$1.75
Day Pass	\$2.50	\$1.25	Day Pass	\$7.00	\$3.50
7-Day Pass	\$11.25	—	7-Day Pass	\$27.50	—
31-Day Pass	\$41.25	\$20.60	31-Day Pass	\$96.25	\$48.10

PAY ON THE BUS

Single fare from and fare transfer are available on the bus. Please have exact cash ready and pay the bus driver.

Other payment methods available at the Capital Metro Transit Station, 220 W. 10th St. in downtown Austin or on your smartphone with the CapMetro app.

PAGUE EN EL AUTOBÚS

Se aceptan billetes de un solo viaje y transferencias de billete en el autobús. Por favor, tener listo el efectivo exacto para pagar al conductor.

Otras formas de pago disponibles en la Estación de Transferencia de Capital Metro, 220 W. 10th St. en el centro de Austin o en la aplicación CapMetro.

NO CHARGE

Kids 10 and younger — and emergency and military personnel in uniform — can ride all CapMetro services.

- 6-12 students, with valid ID
- 6-12 students, with valid ID

SIN CARGO

Los niños de 10 años o menores y el personal de emergencia y militar en uniforme, viajar gratis en todos los servicios de CapMetro.

- Los estudiantes desde el jardín de infancia hasta 12º grado deben llevar identificación válida.
- Los miembros de 10 años o menores y acompañados de alguien de 12 años o más.

REDUCED FARES PROGRAM

Available for qualifying riders. Requires enrollment and purchase of Reduced Fare ID Card. Visit capmetro.org/RFID for eligibility and more details.

PROGRAMA DE TARIFAS CON DESCUENTO

Se ofrecen tarifas con descuento a ciertos viajeros. El programa requiere inscripción y compra de una Tarjeta de Identificación de Pasajero con Tarifa Reducida. Visite capmetro.org/RFID para más detalles sobre elegibilidad y para presentar una solicitud.

A Commuter Day Pass includes all Local services, plus MetroExpress Routes and MetroRail trains!

TITLE VI NOTICE/AVISO

Capital Metro is committed to ensuring that no person is excluded from participation in, or denied the benefits of its services on the basis of race, color or national origin as protected by Title VI of the Civil Rights Act of 1964, as amended ("Title VI").

If you believe you have been subjected to discrimination under Title VI, you may file a complaint with Capital Metro by submitting a completed complaint form.

Capital Metro no discrimina a que ninguna persona sea excluida de participar, o se le niegue beneficios de sus servicios, a base de raza, color o origen de nacionalidad como protección del Título VI del Acto de Derechos Civiles, como enmendado ("Título VI").

Si usted considera que ha sido objeto de discriminación de acuerdo con la legislación en el Título VI, puede presentar una queja ante Capital Metro completando y enviando un formulario de queja.

view mail / por correo postal a

Title VI Complaints, 2910 E. 5th Street, Austin, TX 78702

via e-mail / por correo electrónico a

info@capmetrodisputes.com

For assistance or for more info / por asistencia o más información:

512.474.1200

243

North Lamar Express

980

North Lamar Express

Weekday

Saturday

Sunday

AM

PM

EVE

DAY

DAY

DAY

NO SERVICE

NO SERVICE

NO SERVICE

243

North Lamar Express

980

North Lamar Express

560 5607 - Howard Station Bus Connections - 1/20

For MetroRail information see the poster on the other side.

GO LINE 512.474.1200 | capmetro.org

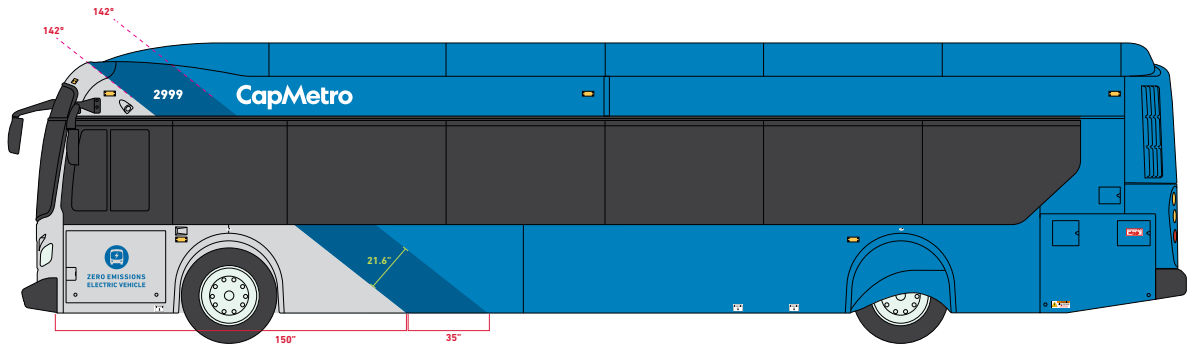
CapMetro



9. Fleet

- Vehicle liveries
- Decal suite

40ft Bus (New Flyer shown below)



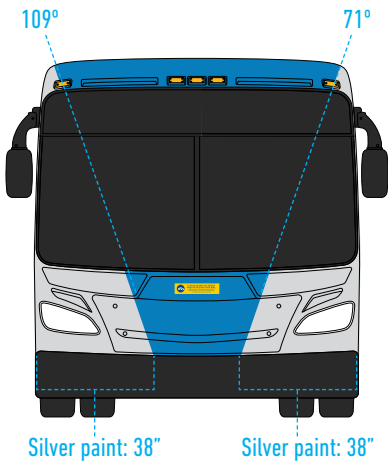
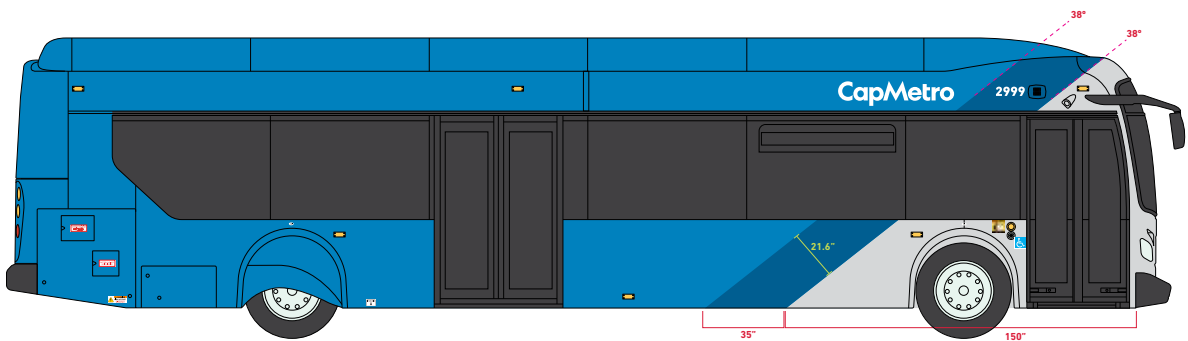
Accent Silver:
DuPont F2573
Lt. Silver Effect



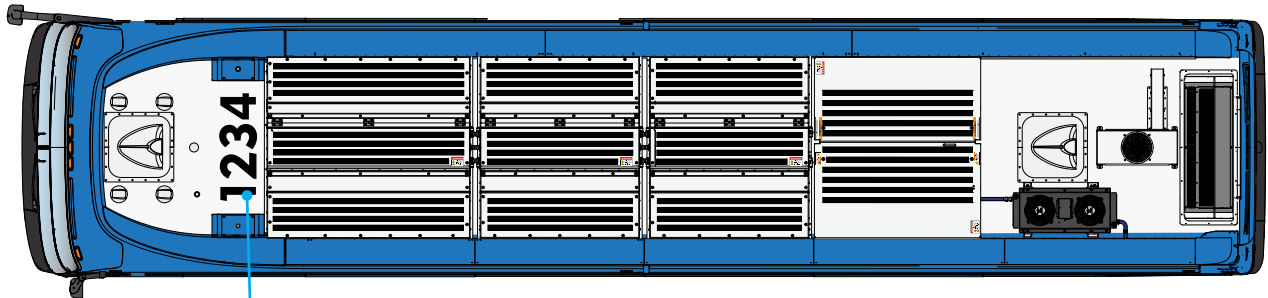
Main Body Color:
DuPont 867601EG



Accent Navy:
DuPont 830696EW

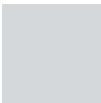


Top corner of windshield:



Unit Roof Number/Vinyl Decal:
15"height, centered on roof
3M Scotchlite Reflective Black 680-85

60ft Articulated Bus (New Flyer shown below)



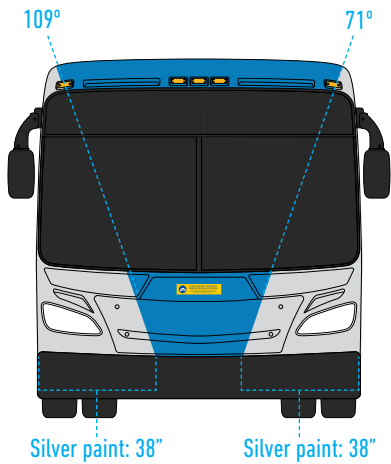
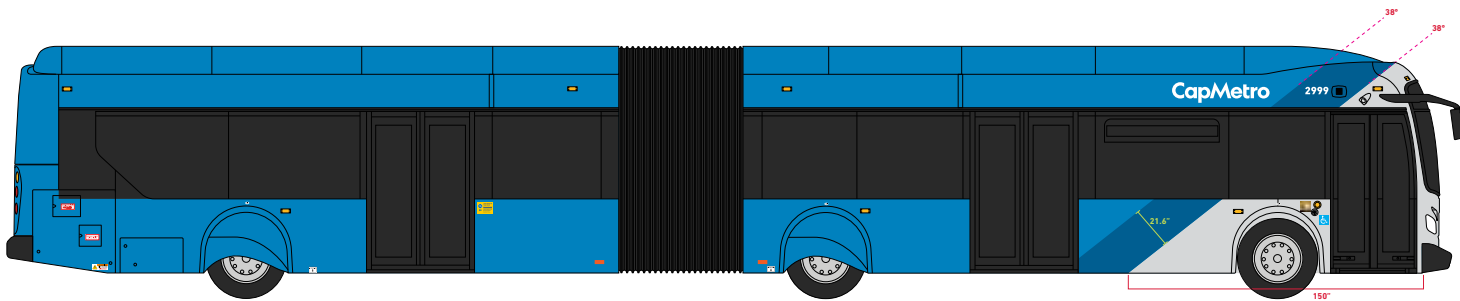
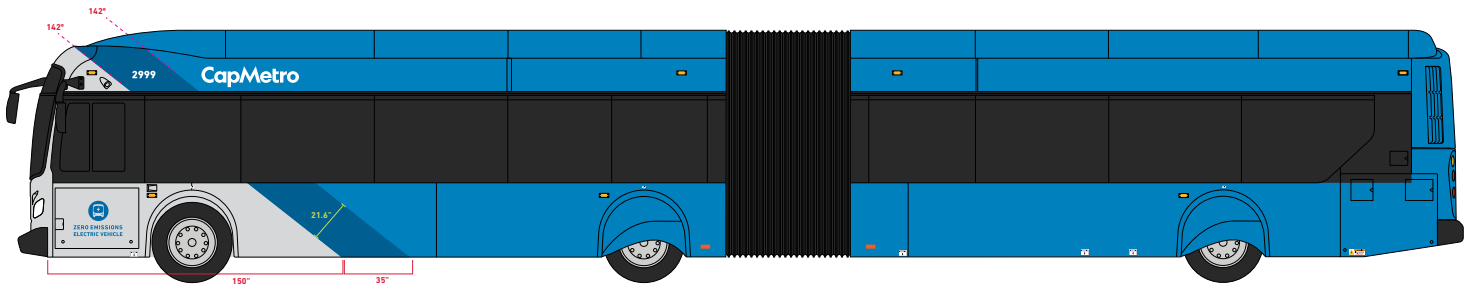
Accent Silver:
DuPont F2573
Lt. Silver Effect



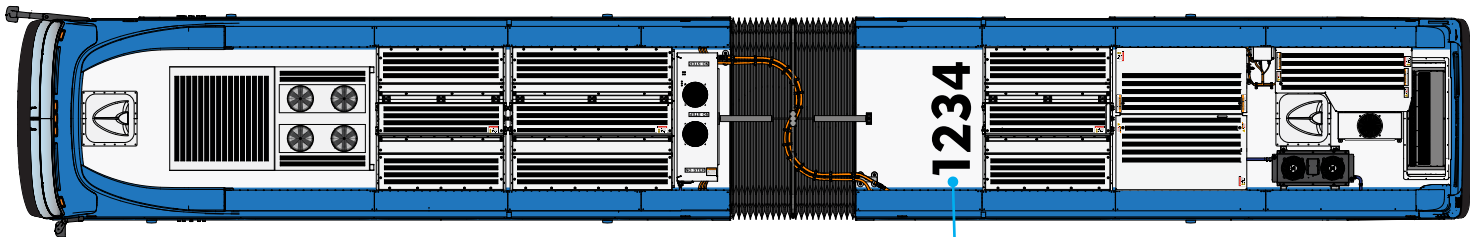
Main Body Color:
DuPont 867601EG



Accent Navy:
DuPont 830696EW



Top corner of windshield:



Unit Roof Number/Vinyl Decal:
20"height, centered on roof
3M Scotchlite Reflective Black 680-85

45ft Express Bus (MCI Coach)



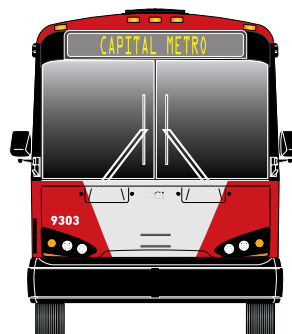
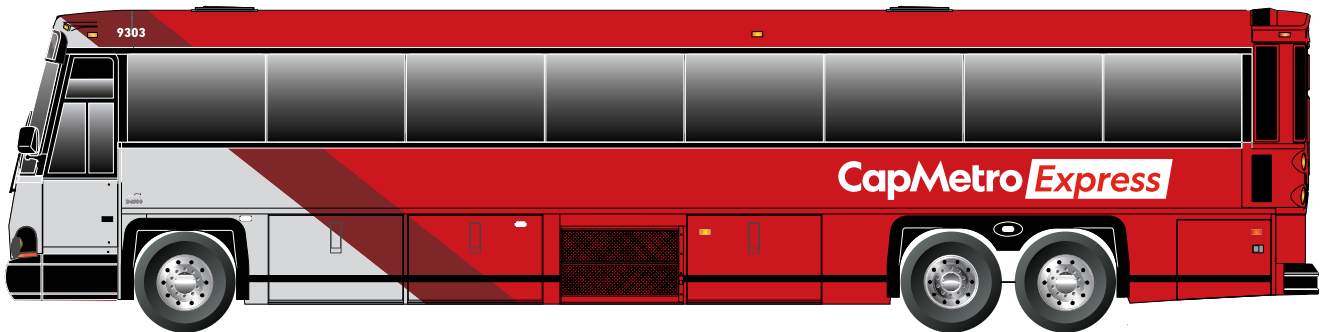
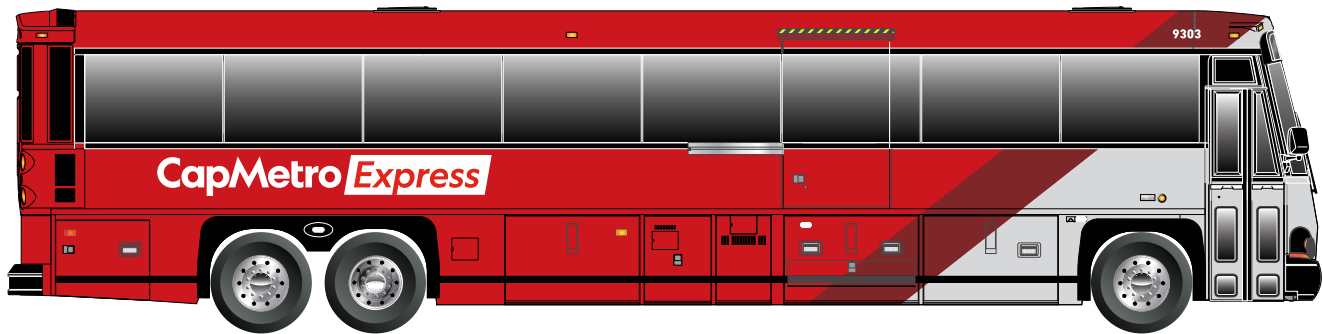
Accent Silver:
DuPont F2573

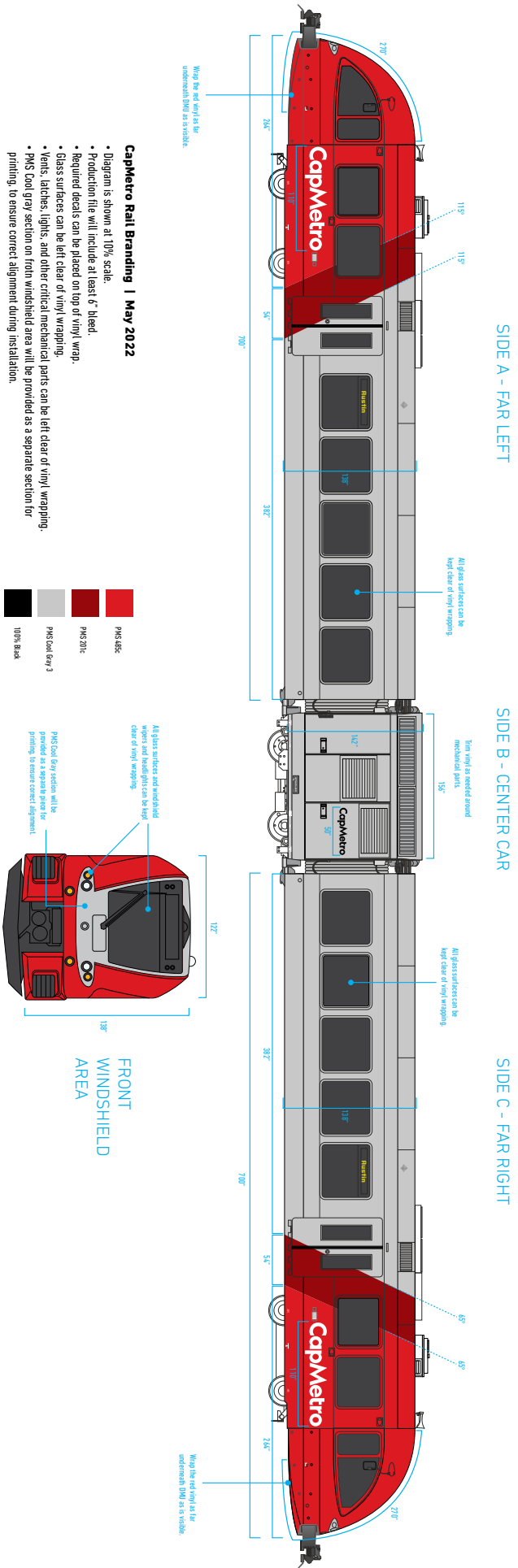


Main Body Color:
DuPont H7994



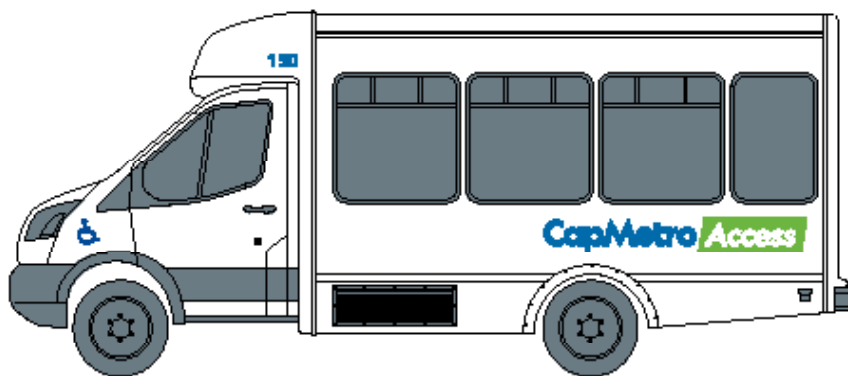
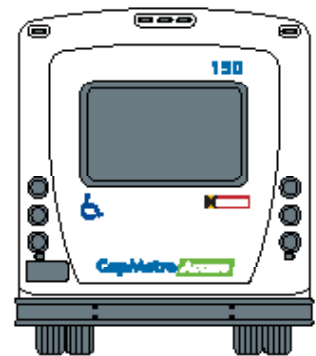
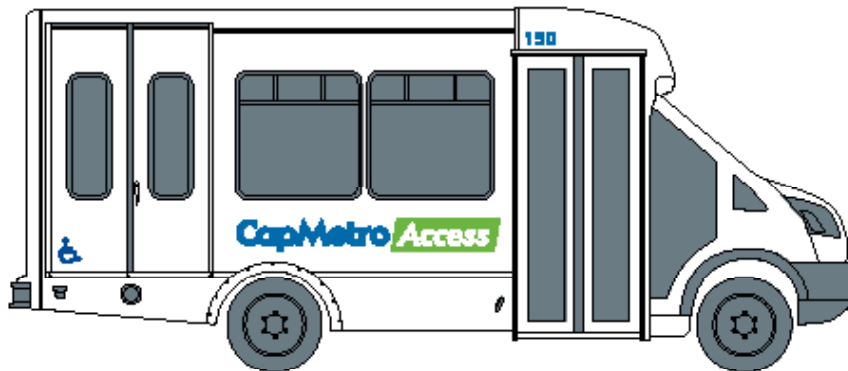
Accent Dark Red:
PMS 1815C





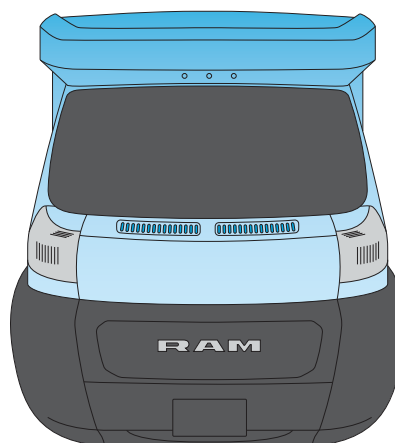
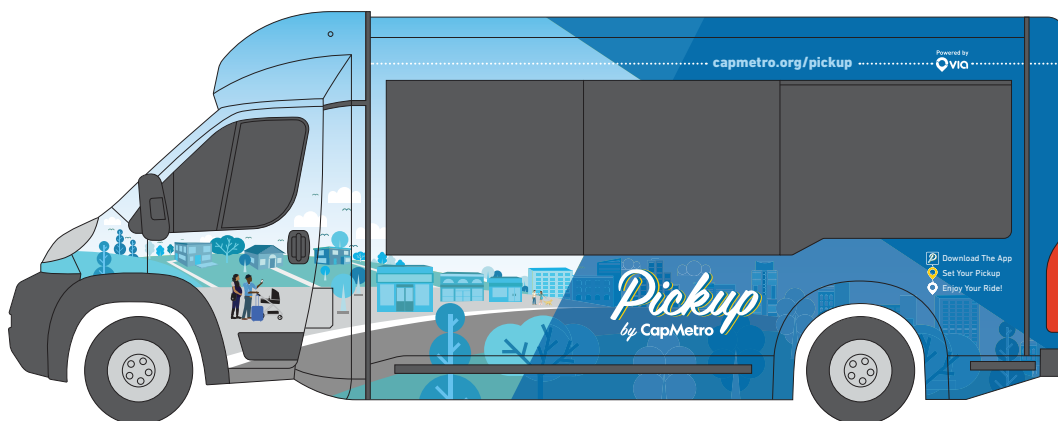
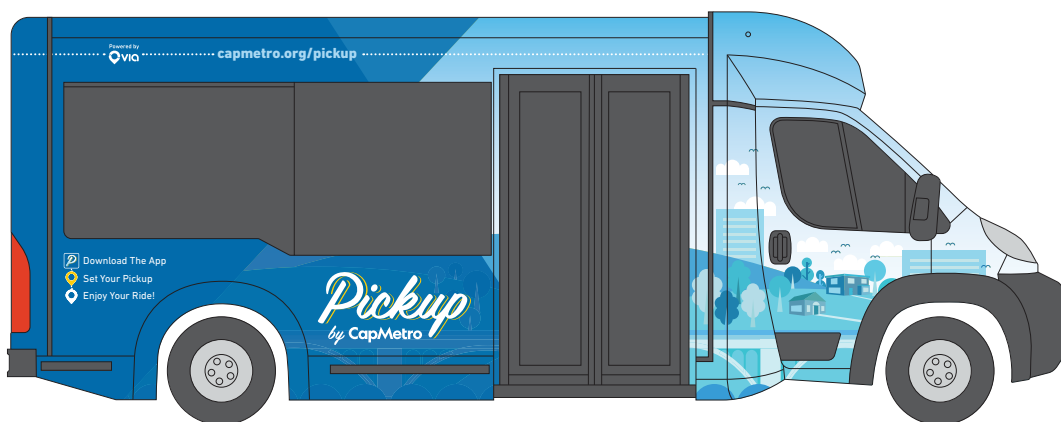
CapMetro Access

The Starcraft van shown here is the main vehicle in the Access fleet. Other types of vehicles may be used, so apply this basic branding scheme to other vehicle spec documents. Graphics shown here are individual vinyl decals applied to a base white paint. Access vans are not intended for transit advertising.



Pickup

There are four vehicle types in the Pickup fleet - Ford Transit van, Starcraft van and two models of Ram Promaster vans. The 2022 Ram Promaster is shown below. Livery art is applied as a full wrap. Pickup vans are not painted and not intended for transit advertising. Wraps vary in design and dimension, depending on the vehicle.



Non-Revenue Vehicles (NRVs)

The NRV fleet includes a variety of trucks, cars and vans. Some examples are shown below. The logo lockup may include different departments like Operations or Public Safety.



Decal Colors



3M Scotchlite Reflective Blue 680-75



3M Scotchlite Reflective Metallic Slate 220-201



3M Scotchlite Reflective White 5000

Ford Explorer Public Safety vehicle



Dodge Ram Supervisor Truck



Ford Fusion



MV-1 wheelchair-accessible van



Decals

The suite below is not shown to scale and is not comprehensive. Each vehicle in the fleet may require unique decals depending on parts and body style. Various decals are used on the exterior and interior spaces. Refer to the Master Fleet Files folder for specific branding standards for each vehicle type, including PMS color swatches.

LOADING A BIKE Carga de la bicicleta

UNLOADING A BIKE Descarga de la bicicleta

LOAD BIKES IN THIS DOOR
This bus now has bike racks inside

CARGUE BICICLETAS EN ESTA PUERTA
Este autobús ahora tiene portabicicletas en su interior

THIS BIKE RACK HAS MOVED
Please use rear door to load bikes inside the bus

ESTA PORTABICICLETA SE HA MOVIDO
Por favor use la puerta trasera para cargar bicicletas dentro del autobús

PLEASE INFORM THE DRIVER WHEN RETRIEVING YOUR BIKE.
Capital Metro is not responsible for personal injury, property damage or property loss resulting from the use of bike racks. Use at your own risk.

WATCH YOUR STEP
PISE CON CUIDADO

WHEELCHAIR SEATING AREA
SECUREMENTS ARE LOCATED BELOW THESE SEATS

ÁREA PARA SILLAS DE RUEDAS
LOS SEGUROS SE ENCUENTRAN ABAJO DE ESTOS ASIENTOS

PRIORITY SEATING
FOR SENIORS AND PERSONS WITH DISABILITIES

ASIENTOS DE PRIORIDAD
PARA PERSONAS MAYORES O CON DISCAPACIDADES

CAUTION
CHILDREN MAY BE EXITING



WATCH FOR
PEDS

CapMetro
512.474.1200 | capmetro.org

AIR IN THIS VEHICLE IS TREATED WITH UV OXIDATION TECHNOLOGY
EL AIRE EN ESTE VEHÍCULO ES TRATADO CON TECNOLOGÍA DE OXIDACIÓN UV



PULL TO SIGNAL
JALE PARA SEÑALAR

REMAIN BEHIND YELLOW LINE WHILE BUS IS IN MOTION.
PERMANEZCA DETRÁS DE LA LÍNEA AMARILLA MIENTRAS EL AUTOBÚS ESTÁ EN MOVIMIENTO.

FARE PAYMENT REQUIRED BEFORE RIDING.
ANTES DE VIAJAR, ES OBLIGATORIO PAGAR LA TARIFA.

FARE PAYMENT IS REQUIRED BEFORE RIDING
ANTES DE VIAJAR, ES OBLIGATORIO PAGAR LA TARIFA

THE CONSUMPTION OF ALCOHOLIC BEVERAGES AT THIS LOCATION IS PROHIBITED. VIOLATION OF THIS LAW IS A CLASS C MISDEMEANOR AND CARRIES A FINE UP TO \$500.
EN ESTE LUGAR ESTÁ PROHIBIDO CONSUMIR BEBIDAS ALCOHÓLICAS. EL INCUMPLIMIENTO DE ESTA LEY ES UNA CONTRAVENCIÓN DE CLASE C Y PUEDE INCLUIR UNA MULTA DE HASTA \$500.

WEAR LAP BELT TO PREVENT INJURY
USE CINTURÓN DE SEGURIDAD PARA EVITAR LESIONES

STAY SAFE. DO NOT CROSS IN FRONT OF THE BUS.
MANTÉNGASE SEGURO. NO CRUCE ENFRENTA DEL AUTOBÚS.

FOR YOUR SAFETY, PLEASE REMAIN BEHIND THE YELLOW LINE WHILE THE BUS IS IN MOTION.
POR SU SEGURIDAD, PERMANEZCA DETRÁS DE LA LÍNEA AMARILLA MIENTRAS EL AUTOBÚS ESTÁ EN MOVIMIENTO.

CONSUMING ALCOHOL IN THIS VEHICLE IS A CLASS C MISDEMEANOR WITH A FINE UP TO \$500.
CONSUMIR ALCOHOL EN ESTE VEHÍCULO ES UNA CONTRAVENCIÓN DE CLASE C E INCLUIR UNA MULTA DE HASTA \$500.

THIS VEHICLE CONTAINS SURVEILLANCE EQUIPMENT. ACTIVITY MAY BE RECORDED.
ESTE VEHÍCULO ESTÁ EQUIPADO CON SISTEMA DE VIGILANCIA. ACTIVIDADES PUEDEN SER GRABADAS.

NO SMOKING
NO FUMAR

NO FOOD OR DRINKS
NO COMIDA O BEBIDAS

DO NOT CROSS IN FRONT OF BUS
NO CRUCE ENFRENTA DEL AUTOBÚS

WARNING
HIGH VOLTAGE
MAINTENANCE ACCESS ONLY

AIR TANK DRAINS

BATTERY CUT-OFF SWITCH INSIDE

CHARGE PORT INSIDE
AUTHORIZED ACCESS ONLY



10. Uniforms

All operators, supervisors and other front-line employees are required to maintain a professional and cohesive appearance in the field, according to a set of dress codes and brand standards. This section shows the basic branded pieces of the CapMetro uniforms for front-line employees. A full catalog of available items is available through the uniform supplier on contract. The CapMetro Operations Department maintains a comprehensive list of regulations pertaining to dress codes and standards.

Blue Shirts

French Blue shirts are worn by bus operators, demand-response operators, DMU conductors and DMU engineers. The CapMetro wordmark is embroidered on the left chest and right sleeve. On dress shirts, optional patches can be worn on the left sleeve, including the US flag, the ATU seal, and the service provider's logo. The French Blue swatch is PMS 18-3945 TCX.



White Shirts

White shirts are worn by bus inspectors, OCC managers, Public Safety, radio controllers, run dispatchers, supervisors and trainers. The CapMetro wordmark is embroidered on the left chest and right sleeve. Titles such as “Supervisor” or “Public Safety” may be embroidered accordingly above the right chest pocket. Embroidery on white shirts is done in PMS 307c.



Rail Conductors

DMU uniforms include a conductor's cap in True Navy PMS 19-4030 with red band, a vest in True Navy PMS 19-4030, and a red tie. The CapMetro Rail wordmark is embroidered on the left chest of the conductor's vest.



Safety Equipment

Safety vests and jackets may be worn by all employees in all departments. The CapMetro wordmark is embroidered in black on the back and front right pocket.



Accessories

Optional branded accessories include the fanny pack, twill cap and knit beanie. The CapMetro wordmark is embroidered in white on all of these items. Other accessories like belts, boots, socks, gloves and ties are not branded. These items are available through the uniform supplier.



Pants, Shorts & Skirts

Pants come in True Navy, or PMS 19-4030 TCX. Navy uniform pants are worn by bus inspectors, OCC managers, bus operators, demand-response operators, DMU conductors and engineers, Public Safety, radio controllers, run dispatchers, supervisors and trainers. Pants contain no embroidery or patches.

Shorts and skirts come in True Navy, or PMS 19-4030 TCX. These items are summer options for all aforementioned employees except DMU conductors and engineers, who may not wear shorts or skirts. These items contain no embroidery or patches.




TAB 12

Amendments
1 through 3


CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

AMENDMENT OF SOLICITATION

1. Request for Proposal (RFP) 807019 Rewards and Recognitions	2. AMENDMENT NO.: 1	3. ISSUED: 10/8/2024
4. ISSUED BY: Deborah Knutson, Contract Administrator		5. NUMBER OF AMENDMENT PAGES: 1
6. <u>AMENDMENT OF SOLICITATION:</u> The solicitation identified in Block 1, is hereby amended as described in Block 9. Except as provided herein, all other provisions of the solicitation, as hereto amended, shall remain unchanged and in full force and effect.		
7. <u>REQUIREMENT TO ACKNOWLEDGE AMENDMENT:</u> Failure of offeror to acknowledge receipt of this Amendment may result in bid/proposal being deemed nonresponsive. Offerors must sign at Block 8 and acknowledge Amendment(s) to this solicitation in accordance with the ACKNOWLEDGEMENT OF AMENDMENTS section of Exhibit C-Revised-1. It is the responsibility of the bidder/proposer to check the solicitation package accessible through "Bid Opportunities" at https://www.planetbids.com/portal/portal.cfm?CompanyID=39494 for any amendments to the solicitation.		
8. <u>OFFEROR'S ACKNOWLEDGEMENT OF AMENDMENT:</u> <div style="display: flex; justify-content: space-between;"> <div> Name & Title: <u>Jeff Thompson, VP of National Accounts</u> Offeror: <u>MTM Recognition Corp.</u> </div> <div> Signature:  Date: <u>10/28/2024</u> </div> </div>		
9. <u>DESCRIPTION OF THE AMENDMENT:</u> This Amendment is issued to make changes to the above referenced solicitation as detailed below: <ol style="list-style-type: none"> 1. Refer to <u>Table of Contents</u>. Table of Contents shall be replaced in its entirety with Table of Contents – Revised-1, attached hereto and made a part hereof for all pertinent purposes. 2. Refer to <u>Exhibit A, Pricing Schedule</u>. Exhibit A shall be replaced in its entirety with Exhibit A - Revised-1, due to a formula error, attached hereto and made a part hereof for all pertinent purposes. 3. Refer to <u>Exhibit B, Representations and Certifications</u>. Exhibit B shall be replaced in its entirety with Exhibit B - Revised-1, to correct inconsistencies, attached hereto and made a part hereof for all pertinent purposes. 4. Refer to <u>Exhibit C, Solicitation Instructions and Conditions</u>. Exhibit C shall be replaced in its entirety with Exhibit C - Revised-1, to correct inconsistencies, attached hereto and made a part hereof for all pertinent purposes. <p style="text-align: center;">[END OF AMENDMENT 1]</p>		


CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

AMENDMENT OF SOLICITATION

1. Request for Proposal (RFP) 807019 Rewards and Recognitions	2. AMENDMENT NO.: 2	3. ISSUED: 10/11/2024
4. ISSUED BY: Deborah Knutson, Contract Administrator		5. NUMBER OF AMENDMENT PAGES: 1
6. <u>AMENDMENT OF SOLICITATION:</u> The solicitation identified in Block 1, is hereby amended as described in Block 9. Except as provided herein, all other provisions of the solicitation, as hereto amended, shall remain unchanged and in full force and effect.		
7. <u>REQUIREMENT TO ACKNOWLEDGE AMENDMENT:</u> Failure of offeror to acknowledge receipt of this Amendment may result in bid/proposal being deemed nonresponsive. Offerors must sign at Block 8 and acknowledge Amendment(s) to this solicitation in accordance with the ACKNOWLEDGEMENT OF AMENDMENTS section of Exhibit C-Revised-2. It is the responsibility of the bidder/proposer to check the solicitation package accessible through "Bid Opportunities" at https://www.planetbids.com/portal/portal.cfm?CompanyID=39494 for any amendments to the solicitation.		
8. <u>OFFEROR'S ACKNOWLEDGEMENT OF AMENDMENT:</u> Name & Title: <u>Jeff Thompson, VP of National Accounts</u> Signature: <u></u> Offeror: <u>MTM Recognition Corp.</u> Date: <u>10/29/2024</u>		
9. <u>DESCRIPTION OF THE AMENDMENT:</u> This Amendment is issued to make changes to the above referenced solicitation as detailed below: <ol style="list-style-type: none"> 1. Refer to <u>Table of Contents – Revised-1</u>. Table of Contents- - Revised-1 shall be replaced in its entirety with Table of Contents – Revised-2, attached hereto and made a part hereof for all pertinent purposes. 2. Refer to <u>Exhibit C, Solicitation Instructions and Conditions – Revised-1</u>. Exhibit C – Revised-1 shall be replaced in its entirety with Exhibit C - Revised-2, to correct inconsistencies, attached hereto and made a part hereof for all pertinent purposes. <p style="text-align: center;">PRE-PROPOSAL CONFERENCE DATE HAS CHANGED TO OCTOBER 22, 2024 AT 2:00 P.M.</p> <p style="text-align: center;">[END OF AMENDMENT 2]</p>		

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

AMENDMENT OF SOLICITATION

1. Request for Proposal (RFP) 807019 Rewards and Recognitions	2. AMENDMENT NO.: 3	3. ISSUED: 11/1/2024
4. ISSUED BY: Deborah Knutson, Contracts Administrator		5. NUMBER OF AMENDMENT PAGES: 1
6. <u>AMENDMENT OF SOLICITATION:</u> The solicitation identified in Block 1, is hereby amended as described in Block 9. Except as provided herein, all other provisions of the solicitation, as hereto amended, shall remain unchanged and in full force and effect.		
7. <u>REQUIREMENT TO ACKNOWLEDGE AMENDMENT:</u> Failure of offeror to acknowledge receipt of this Amendment may result in bid/proposal being deemed nonresponsive. Offerors must sign at Block 8 and acknowledge Amendment(s) to this solicitation in accordance with the ACKNOWLEDGEMENT OF AMENDMENTS section of Exhibit C-Revised-2. It is the responsibility of the bidder/proposer to check the solicitation package accessible through "Bid Opportunities" at https://www.planetbids.com/portal/portal.cfm?CompanyID=39494 for any amendments to the solicitation.		
8. <u>OFFEROR'S ACKNOWLEDGEMENT OF AMENDMENT:</u> Name & Title: <u>Jeff Thompson, VP of National Accounts</u> Signature: <u></u> Offeror: <u>MTM Recognition Corp.</u> Date: <u>11/8/2024</u>		
9. <u>DESCRIPTION OF THE AMENDMENT:</u> This Amendment is issued to make changes to the above referenced solicitation as detailed below: <ol style="list-style-type: none"> 1. Refer to <u>Cover Page</u>. Cover Page shall be replaced in its entirety with Cover Page – Revised-1, attached hereto and made a part hereof for all pertinent purposes. 2. Refer to <u>Table of Contents – Revised-2</u>. Table of Contents- - Revised-2 shall be replaced in its entirety with Table of Contents – Revised-3, attached hereto and made a part hereof for all pertinent purposes. 3. Refer to Attachment 1 – Style Guide which has been added to this solicitation. <p style="text-align: center;">[END OF AMENDMENT 3]</p>		

TAB 13

Contractor's Initial
Proposal,
dated November 7, 2024



PRESENTING A COMPREHENSIVE **EMPLOYEE REWARD & RECOGNITION PROGRAM SOLUTION**

Designed for **Capital Metro** and all their reasons to celebrate and honor.

Jeff Thompson

VP of National Accounts

3201 SE 29th Street, Oklahoma City, OK 73115

1.877.686.7464

jthompson@mtmrecognition.com

MTM
RECOGNITION[®]



Architects of comprehensive recognition solutions.

Thank you for the opportunity to continue our lasting partnership with CapMetro! Our team is grateful and expects to deliver the world-class service we are known for if we are chosen to continue your program(s).

MTM works with our client partners to align a strategy to the diversity of your organization and the ways your workforce operates. For most, this means optimizing technology while maintaining CapMetro's traditional components and balancing modernization with time-honored practices.

What are we seeing with our customers today?

- **Emerging Trends** – What is your new normal?
- **Generational Influences** – Does your program align with your current employees?
- **Don't Wait** – Timely recognition is most important; monthly/quarterly or anniversary date
- **Focus on Year One** – Does your strategy align with current engagement or retention strategies?
- **Manager Engagement** - Maximizing the recognition moment is another critical success factor
- **Social Engagement** - Organizations expand the definition of social to move beyond banquets
- **Award Budgeting** – Trends show 1- and 3-year milestones
- **Every Year Acknowledgement** - Low cost/no cost every year recognition in overall strategy

The changing landscape of the workplace demands that organizations evaluate their current practices. For some, minor tweaks will help to modernize the effort. For others, it may be time for a major overhaul. Regardless of where an organization may be, it is critical to create a strategy that is aligned to all the generations in the workforce, the new ways in which we work, and to your cultural goals.

We are confident that the process will reveal that our MTM team is still the best option for CapMetro.

You have our personal commitment and guarantee to provide CapMetro with the best of MTM—price, quality, and service.

A handwritten signature in black ink, appearing to read "Mike Ketcherside".

Mike Ketcherside

VP of Sales Generation

1.877.868.7464

ketch@mtmrecognition.com

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Executive Summary

MTM Recognition Corporation is a **wide-by-design** fully integrated reward and recognition company. We welcome this opportunity to highlight how unique MTM Recognition truly is – the only company in the industry that combines decades of market-tested experience, strategic-thinking, creativity, technology and results measurement with the most extensive in-house design, merchandising and sourcing capabilities in the industry – culminating in the best possible employee experience.

In the pages that follow, MTM provides a high-level view of enhanced program options for a renewed employee reward and recognition program for CapMetro.

With MTM, you will continue to:

- **Enhance Your Unique Program** – MTM will continue to work with CapMetro to provide a custom designed solution to align and enhance your unique culture in your choice of awards, program type and presentation options. Some options that we offer:
 - ✓ Program Options: Measurable Performance (including noteworthy performance, revenue generation, project completion, safe work, etc.), Service Milestones, Wellness Initiatives, Peer Nominations, Online Stores and many others.
 - ✓ Web and mobile app-based platform with SSO and 100+ language options
 - ✓ Send real-time recognition point badges or no charge recognitions
- **Tell CapMetro's Story** – reinforce your message & drive engagement by tying your brand and core values into the design of your program
- **Make it Count** – make a lasting impression with meaningful awards
 - ✓ Award Types: Retail/Lifestyle Products, Gift Cards, Experiences, Unique Symbolic Products
- **Enrich your Employee Experience** – empower your entire workforce and increase interaction between manager and employee with distinct touchpoints – personal, organizational and technological
 - ✓ Supported by a Dedicated Account Manager & Customer Support Team
 - ✓ Training options for new users and managers
- **Drive ROI** – enhance your program based on extensive reporting & data analytics, product innovation, action planning, best practices & market research to fit your exact needs.

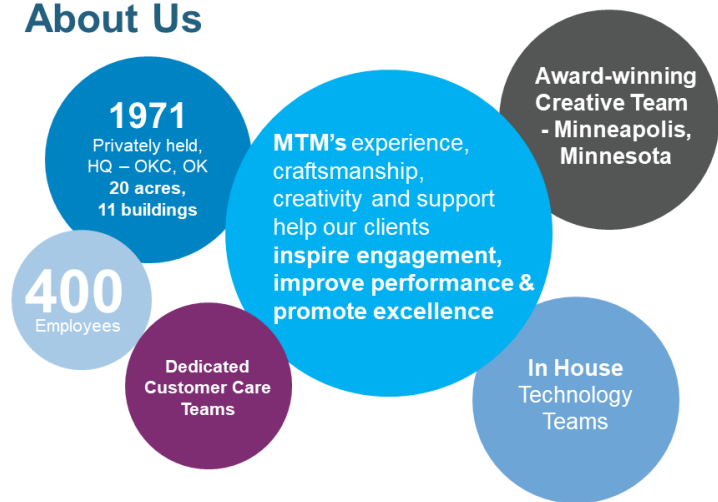
Introduction of the Offeror

Company Overview

MTM Recognition Corporation is a fully-integrated reward and recognition company with more experience, knowledge, resources and capabilities than any other organization in the industry. In 53 years of serving leading organizations, we have delivered thousands of client-specific reward and recognition solutions to address virtually every opportunity and challenge that companies face in their efforts to promote engagement, drive performance and strengthen culture while simplifying processes, reducing costs and increasing value.

MTM is a small, woman-owned C-Corp privately held on a 20-acre campus in Oklahoma City, OK. MTM was founded in 1971.

About Us

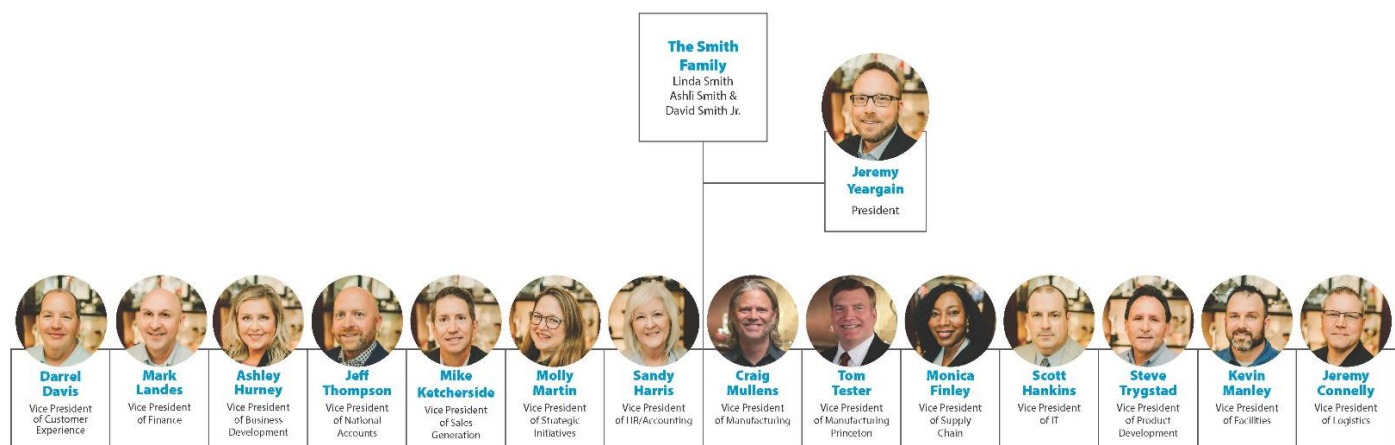


Value to our Clients

By being vertically integrated we control costs, quality and delivery time.



Organization Chart – MTM Leadership



Locations

Oklahoma City, OK – **Headquarters**

Princeton, Illinois

National and Global Representation

MTM has multiple warehouses we manage in the US, as well as partner warehouses in numerous global locations.

Recognition is our Business

Recognition has 100% of our attention and investment and we have complete control over the entire process. We are dedicated to understanding and serving your distinctive needs.

Quality of MTM's Product Development & Design Standards



Our quality philosophy is one of continuous improvement.

We employ the Malcolm Baldrige National Quality Award criteria to guide our business system and ISO principles and standards to develop our quality management system.



We are ISO9001:2015 certified.

All of MTM's vertically integrated components of customer care, manufacturing, materials, and distribution comply with the new standard. It also validates that MTM's vertical integration for our product and service performance meets and/or exceeds ISO certification standards.



Lincoln Award

MTM Recognition was recognized for its commitment to the Baldrige criteria by being awarded the prestigious Lincoln Award by Lincoln Foundation for Performance Excellence.



Oklahoma Quality Award

The Oklahoma Quality Foundation (OQF) awarded MTM the Oklahoma Quality Award. These awards are given to organizations that demonstrate high standards of excellence worthy of recognition.



American Graphic Design Awards

The Creative Design staff at MTM is recognized annually for designs they create for MTM.



Qualifications of the Firm

Over 4,000 Clients

A Few of Our Transportation Partners



References

Washington Metropolitan Area Transit Authority

William Cattlet

Carmen Turner Facility

3500 Pennsy Drive, RM B287, Hyattsville, MD

20785

240.487.3686

wcatlett@wmata.com

Service Awards

June 2014 to Present (Active Account)

Team Members: Jeff Thompson, Kaci Harless, Kathy

Gray

Clients Sent the Past Performance Reference Questionnaire

Chickasaw Nation

Woodlands Township

Jim Thorpe Association

Brazoria County

Elizabeth Morgan | Contract Specialist

451 N. Velasco, Suite 100

Angleton, TX 77515

979.864.1426

emorgan@brazoria-county.com

Service Awards

2019 to Present (Active Account)

Team Members: Jeff Thompson, Kaci Harless

ADOT

Kim Phillips

206 South 17th Avenue, MD171A

602.712.4346

KPhillips@azdot.gov

Programs: Service Awards, Social Recognition

Platform, Performance Awards

2014 to Present (Active Account)

Team Members: Ruth Weikle, Jeff Thompson,

Jennifer Mealer, Kaci Harless



Qualifications of Staff

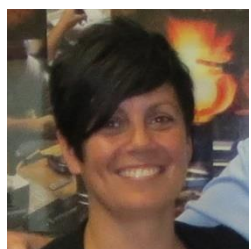
Project Personnel

MTM Recognition will continue to provide a Program Management Team that averages more than twenty years' experience. MTM Recognition has been recognized by our clients for "Outstanding Strategic Partners" for exceptional customer service.

CapMetro's Account Management Team



Jeff Thompson – VP of National Accounts, has been with MTM in the sales division for ten years. *He will be the primary point of contact for all aspects of the program.* He is responsible for seeking out new business opportunities for MTM. He works to develop, coordinate and implement strategic plans designed to increase existing business and capture new opportunities.



Amy Christiansen – Customer Care Manager started with MTM in 1999. Her function is to oversee the day-to-day operations of the Customer Service Teams and their respective support groups. She ensures that our customers are satisfied and interfaces with the manufacturing and distribution teams to secure a smooth order flow from receipt of order to final shipment. She will support you from the Princeton, IL facility.



Kaci Harless – Implementation Specialist for the social recognition platform. She has been with MTM for nearly a year as a support team member. Her role includes program development, website design, and customer care.

Resumes

Resumes have been included in the Attached Documents section at the end of the proposal.

Supplementary Staff

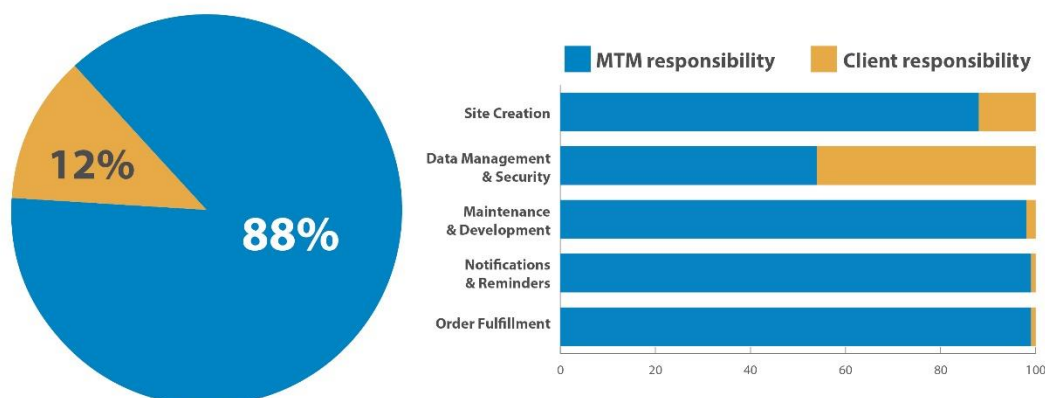
MTM has more than 400 experienced employees that can be moved around as necessary to meet the requirements of any project. The Capital Metro program will be provided with a dedicated Customer Care Associate (CCA) who will be supported by a team of CCAs who are all familiar with the program. Additional Customer Care Associates will also be trained on the processing and requirements of the Capital Metro program in case of unavailability of the main Customer Care Associate.

Ongoing Service and Support

Our dedicated, expert account management team will support CapMetro. Below is a chart detailing the percent involvement in the ongoing program administration by MTM and CapMetro.

We're Here to Help

Ongoing Service and Support



Our first line of contact, the Customer Service Coordinators are empowered to make decisions and to enhance our customer's experience. If, however there is an issue, the Customer Service Manager will then engage all resources, including but not limited to corporate resources for final resolution.



A dedicated Customer Care Associate will be assigned to your program. A team of Customer Care Coordinators will support your CCA. They are available through a dedicated toll-free phone line, a toll-free fax line, email, US mail and voice mail.

Inquiries from a program administrator about their site or program can expect a response within 24 hours or less from their Account Manager. Customer service inquiries can expect the same.



Capital Metropolitan Transportation Authority
Procurement Department
2910 E. 5th Street
Austin, TX 78702

To Whom it May Concern:

MTM has over 400 experienced employees who work in the recognition industry. More than half of our employees have been employed with MTM for more than ten years.

I guarantee that the key professionals named in the staffing plan will be assigned to the project, unless their employment is terminated. Additionally, MTM will ensure that other professional staff members are trained and readily available if needed.

Please let me know if you have any questions. We look forward to working with your team in this important endeavor. I can say with great confidence that our people will bring the expertise to partner with you, through implementation and deployment, as your recognition strategies develop and evolve.

Sincerely,

A handwritten signature in black ink that reads "Jeremy Yeargain". The signature is fluid and cursive, with the first name "Jeremy" and last name "Yeargain" clearly distinguishable.

Jeremy Yeargain
President
MTM Recognition Corporation

Jeremy Yeargain
President
3201 S.E. 29th Street
Oklahoma City, OK 73115
Office: 405.609.6840
Toll-free: 1.877.686.7464 ext 6844
www.mtmrecognition.com

Work Plan

Project Approach

Enhance Your Unique Program

Our extensive data and market research has revealed one thing above all others.

The ideal solution should be *tailored for your organization and aligned with your culture*, and should not be a platform you have to fit into.

Over 53 years of experience and client feedback through employee engagement surveys, trends, usage reports and marketplace analysis drives our product innovation and best practices.

MTM Recognition understands your requirements and will continue to work with you to build a comprehensive program to fit your exact needs. MTM's industry leading in-house capabilities and resources open up unlimited possibilities for delivering the right solutions quickly for CapMetro.

Best Practices

- **Flexible implementation time**
- **Simple invoicing** with no hidden fees
- **Single sign on**, mobile app usage & countless other technology upgrades at no additional cost
- **SFTP** bi-directional automated feeds
- **In-house creative design team and printing** for manual recognition
- **Additional program options** to fit your exact organizational needs
- **Automatic management, maintenance and updates** to your recognition site
- **Continuous communication** to ensure excitement and a feeling of appreciation
- **Continually evolving and expanding product line**
- **Custom symbolic awards** which can be added to your program catalog
- Awards designed for **on-boarding through retirement**
- **Program Builder®**, designed to tailor your awards to your ever-changing demographics
- **Employee engagement surveys** to measure program success
- **Extensive ROI research & analytics**
- **Moments suite** to recognize non-milestone years and other events

Program Development Options

Lifecycle Recognition

Whether it is through our custom symbolic awards, presentation options or our service award solution, MTM offers employee engagement options from onboarding through retirement.



Presentation & Engagement Options

MTM offers a number of presentation options and engagement tools available for CapMetro.

- **Reminders/Notifications** – free online engagement tools to help managers connect with their employees
- **Storyboard** – cost-effective, organization-specific custom award to dramatically celebrate service milestones
- **Presentation Packaging** – flexible, compact and impactful recognition presentation package delivering great value at multiple price points
- **Non-monetary Awards** – no-cost manager and peer tool for reinforcing daily work and honoring meaningful performance

Custom Awards Based on your Brand

As the largest recognition awards manufacturer, we combine artisanal craftsmanship with leading-edge technology to create meaningful, outstanding symbolic items that tell your story. If you can imagine it, we can create it!

Award Types & Other Considerations

Lifestyle (Name Brand & Luxury Items)

- Build your own catalog with Program Builder.
- Offers over 4,000 products \$8 to \$12,000.
- Most products ship within a week.



Symbolic (Customized Keepsakes & Company Branded Awards)

- MTM is the largest and most diversified manufacturer of awards in North America. Our rings, Jewelry, Gemstones and Montreux® Medallion Watches are guaranteed for Life.
- Following design and sample approval, customized symbolic items ship in 2 to 3 weeks



Gift Cards (Travel, Tickets, Cash & Experiences)

- MTM offers many gift cards in point & tiered choice programs.
- Gift Card delivery varies by program.
- Over 200 options to choose from.



Award Customization

Customization is a very important part of an award and MTM Recognition has been customizing awards and other products since our inception. We employ a number of customization methods, which are based on the specific type of item.

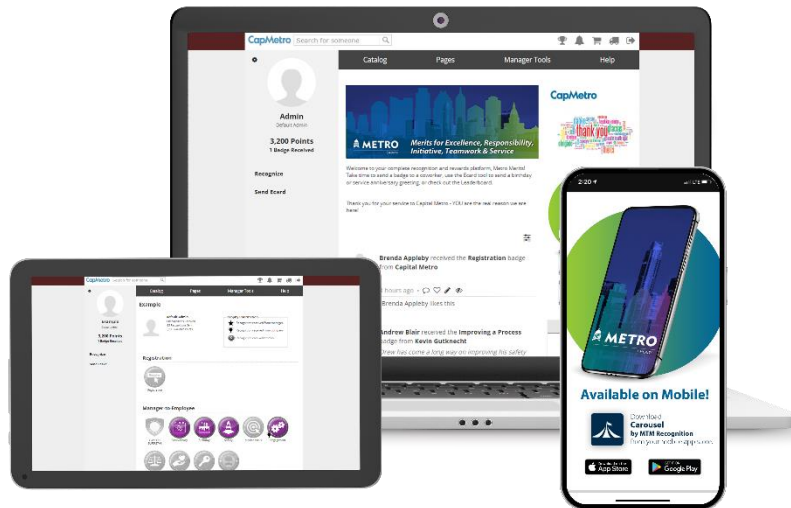
- Laser engraving
- Personalized text plate
- Dimensional logo
- Crest
- Embroidery
- Silk screening
- Decaling
- Sculpting / Casting
- Paper sculpture
- Acid etching
- Sand etching
- Laser etching
- Sublimation
- Water jet cutting
- Direct printing
- Vinyl application



Partial List of 1000+ Retail Partners



Comprehensive Social Employee Engagement Platform



The new generation of recognition. This comprehensive platform uses a combination of points, products, praise and badges to engage and reward while reinforcing your values.

Features

- Extensive curated catalog with name-brand products, gift cards, experiences, and custom awards
- Flexibility to drive your company's culture and core values
- Trophy Case tracks recognition and milestones
- Real-time reporting and budget management
- Manager-to-employee and peer-to-peer recognition
- Customized integrated point cards
- Mobile app

Program Options

MTM offers a wide range of formal recognition solutions all under the MTM umbrella! Solutions include but are not limited to:

- **Service Anniversary Programs**
- Above-and-Beyond Programs
- Peer-to-Peer Programs
- On the Spot/Star Awards
- **Wellness Programs**
- Safety & Compliance Programs
- **Retirement Programs**
- Points
- Tiered Choice
- Automatic
- Company/Online Store

Programs and badges may be added at no additional cost.

Extensive Curated Catalog

The internal catalog has thousands of items and the catalog is regularly updated with the latest offerings and up-to-date product information. Our comprehensive gift catalog ranges from \$8 - \$12,000 with a variable amount of gifts in each dollar amount.

Gift categories:

- | | | |
|----------------------|---------------------|-------------------|
| • Apparel | • Gift cards | • Lawn/Garden |
| • Art | • Green | • Luggage |
| • Clocks | • Healthy Lifestyle | • Sports/Outdoors |
| • Crystal | • Home | • Symbolic Awards |
| • Electronics | • Housewares | • Toys/Games |
| • Experiences/Travel | • Jewelry | • Watches |

User Experience

Using social recognition, our social recognition program allows organizations to reward performance, set goals, and objectively award employees based on actual performance. This creates a positive environment where all individuals are moving towards a common goal.

Our social recognition solution incorporates your mission, vision and values into simple and fun badges that are brightly displayed in each individual's Trophy Case. Our platform uses flexible recognition, so everyone, regardless of location, department, title or rank can recognize their peers.

All recognition events are posted to the Newsfeed. Participants can “Like” or “Comment” about the recognition event. Additionally, you can share the recognition event to your Facebook, Twitter and other social media platforms.

The Newsfeed can also be filtered by the Crowd feature on the left menu. This allows users/managers to view recognition by direct/indirect reports, location, or an ad-hoc group.

Award Program Nominations

The platform is capable of hosting complex surveys, forms, and nominations to receive public input for award. This function allows employees to vote on the award campaign nominees with certain restrictions, such as not being able to vote for themselves, only voting X number of times within a specific year, or only voting within a certain window. This tool can also be combined in conjunction with our Workflows process to create a complex approval setup to meet your needs.

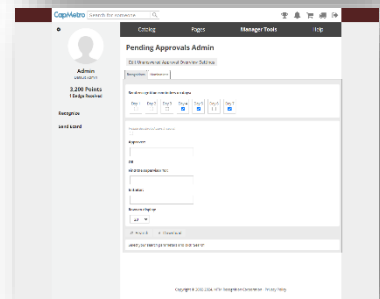
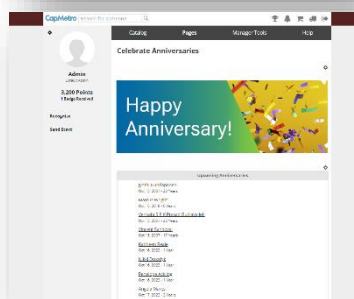
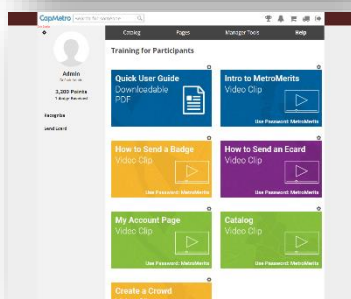
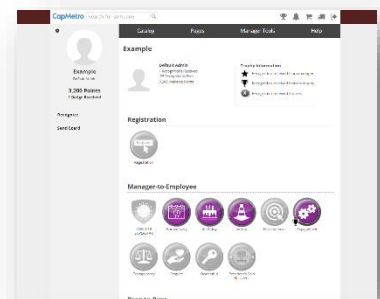
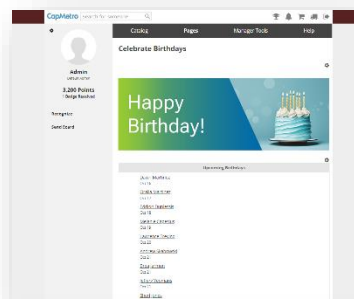
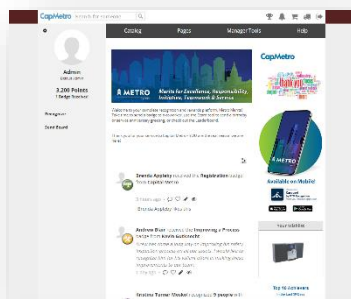
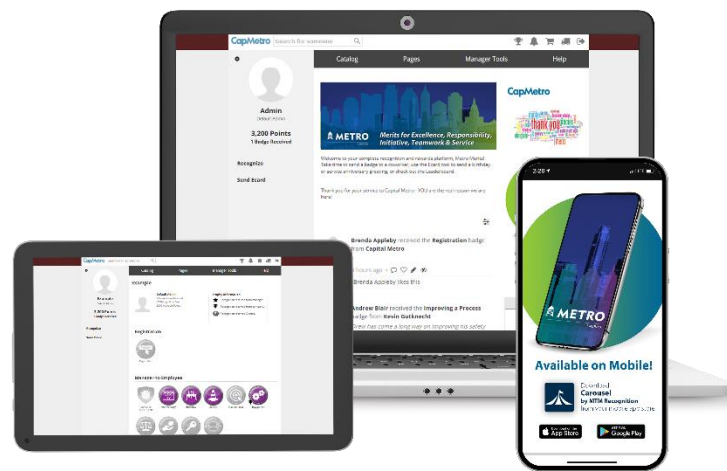
Program Administration Tools

Tell Your Story with Customizable Branding Options

Everything communicates! Our award winning creative designers have worked with you to develop a custom theme that will be utilized across all areas/programs of your Recognition Program.

MTM can provide an updated custom design for your program. Below are some examples for your review.

Social Engagement



Non-Monetary Awards

MTM believes recognition should be fast, fun, and frequent. The more often CapMetro can reward employees; the more engaged the employee will be. CapMetro can offer no cost awards at non-milestone levels, including on-boarding and lifecycles, and for daily performance through Moments, ecards, and eBadges.

Examples of eBadges:

Perfect for Onboarding and throughout your employees' Lifecycle!



Anniversary



Birthday



Congrats



New Baby



New Home



Safety Award

Branded with your colors and message!



Veteran
Appreciation



Outstanding
Intern



Welcome
(onboarding)



40 Years
of Service



45 Years
of Service

Onboarding

Content Drips & Email Blasts

Veteran Coin Examples

Recognize Your Team with our new Congratulatory Badges!

The MetroMerits recognition program offers quick and easy recognition to your coworkers using our Manager to Peer badge program. When one of your team or coworkers has an opportunity to celebrate a personal milestone, make sure to reward them by choosing a badge in the Congratulatory category!

Utilizing the Mobile App

The MetroMerits mobile app is a great way to stay connected to your team when you're not behind a desk all day long. You can recognize, send an ecard, and even redeem for product from within the app!

To download the app:

- 1) Search in the Google Play or App Store for "Carousel by MTM Recognition." Download this app.
- 2) Open the app and use the moniker "CAPMETRO"
- 3) Login with the normal method you use to login from your desktop computer.

Available on Mobile!

That's it! Now you can recognize from the app!

Congratulations!

You earned it! Don't let your points go to waste.

Claim before 11/14

mtmcarousel.com/capmetro

Safety First!

Thank you for keeping CapMetro safe!

LOGIN TO METROMERITS TO SEE YOUR REWARDS.

mtmcarousel.com/capmetro



Promotions & Certificates

We appreciate all that you do!

Take some time to thank those around you on Metro Merits!

Thank you!

Jacqueline Samplename

This certificate is awarded in recognition of your hardiness and tireless commitment to safety. Thank you for setting a positive example and prioritizing the well-being of yourself and others at CapMetro.

Available on Mobile!

Download **Carousel** by MTM Recognition from your mobile app store.

Download on the App Store | GET IT ON Google Play

Point Cards & Certificates

Great job!

CONGRATULATIONS!

You have received 500 Carousel Points for Outstanding Service

visit www.mtmcarousel.com/capmetro

Enter this code to activate your points.

12345678910

Unique access code on each card allows the qualifier to login to the reward website and immediately redeem for a product

Enrich the Experience

Celebration Kits®

This would be an additional cost to your program.

“It’s all in the presentation”.

That statement could not be more accurate when it comes to employee recognition. To enhance your presentation, MTM offers distinctive award options that reinforce your culture and make a lasting impression on each recipient.

MTM provides affordable, immediate recognition solutions with Celebration Kits designed to meet the needs and budget of any award presentation. There are several variations available with kits that include personalized certificates or mission cards, customized silver seals, and different award packaging selections—all featuring your logo.

For the ultimate in customization, our in-house designers can create one-of-a-kind award packaging.



Reporting & Analytics

Drive ROI

Our assessments, surveys, and other scientifically valid tools provide insights into performance to support your rewards and recognition strategy and goals. Our commitment to analysis compels us to collect baseline data before each program. If engagement, profitability or other target metrics fail to respond, we course-correct and adjust initiatives to ensure we deliver on our promise to elevate performance.

Check out these examples of our most popular assessments. Don't see what you need on the list? All assessments are customized to provide you with information you need to move the engagement needle of your organization, and we have the chops to build a survey or dig into research in any area of human performance where you need clarity.

Team Member Engagement – Find out the level of effort your employees are giving and design your people practices to engage and retain the high performers in your organization.

Team Member Satisfaction – Include satisfaction as a recurring measure of workforce health to keep up with the trends emerging in a rapidly changing employment landscape.

Talent Assessment – We assess people to help you understand the balance of your “talent bank” so you can develop your high performers for maximum results.

Internal Brand Perception – Take control of the story about your brand being told to and by your team members.

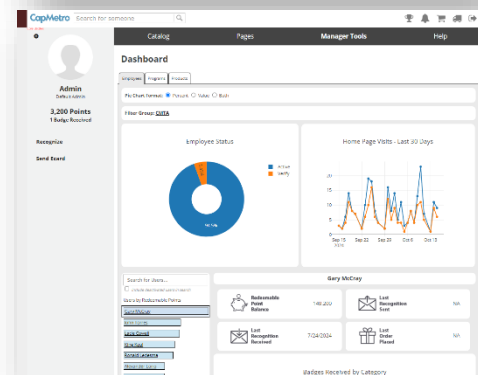
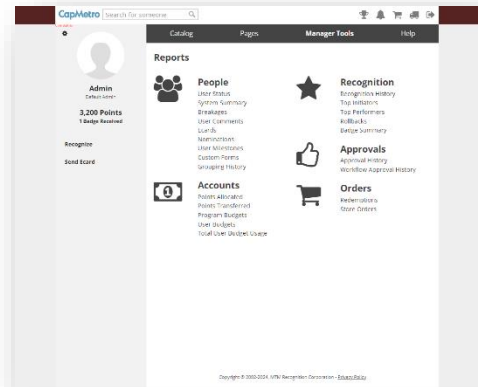
Leadership Practices – Find out what leadership practices your organization embraces and whether they are working

Reporting Tools

The following reports are available at any time through the online portal. Custom reports are available upon request. MTM can also send out employee satisfaction and engagement pulse surveys. Results will be available to the program manager.

Reporting

- Recognition History
- Top Initiators
- Top Performers
- User Status
- System Summary
- Breakages
- Redemptions
- Points Allocated
- Points Transferred
- User Comments
- Pending Approvals
- Rollbacks
- Ecards
- Program Budgets



Username	Employee Number	User	Status	Points	Points Received	Points Balance	Notes
Michael Garcia	000000	Michael Garcia	Active	40,000	40,000	0	
Vanessa Brown	000001	Vanessa Brown	Active	40,000	40,000	0	
Michael Garcia	000002	Michael Garcia	Active	40,000	40,000	0	
Vanessa Brown	000003	Vanessa Brown	Active	40,000	40,000	0	
Michael Garcia	000004	Michael Garcia	Active	40,000	40,000	0	
Vanessa Brown	000005	Vanessa Brown	Active	40,000	40,000	0	
Michael Garcia	000006	Michael Garcia	Active	40,000	40,000	0	
Vanessa Brown	000007	Vanessa Brown	Active	40,000	40,000	0	
Michael Garcia	000008	Michael Garcia	Active	40,000	40,000	0	
Vanessa Brown	000009	Vanessa Brown	Active	40,000	40,000	0	

Account Management Plan

Continuous Recognition Platform Process Flow

1. **Employee Data** – The customer's employee data is forwarded to MTM Recognition on a schedule specified by the customer. MTM recommends that interfaces to retrieve data take place via SFTP file transfer. We recommend this solution because it significantly reduces security concerns, upgrade concerns, and simplifies and expedites the implementation process. **MTM provides a Universal Data Load (UDL) template for our clients to provide their active employees.** This file can be sent to MTM on a weekly, bi-weekly, or monthly schedule based on your needs.
2. **Employee Access to Website** – The platform is equipped with Single Sign-On capability (SSO). Promotional material can be sent to all employees to inform them about the program. Employees will go to their new recognition site and login with the credentials that are provided in the UDL data load. Note that for employees using SSO, they will not be prompted to login when they go to the website from a company computer.
3. **Solicitation Process** – The platform offers email notifications as well as internal messages within the site itself. A user is notified when: recognition received, ecard received, like and or/comment received on recognition event, order placed confirmation. In addition to the previous list, managers receive notification for any nominations attempted to be sent to any of his/her direct reports. Additionally, a user may choose to copy any other user on the recognition notification. Reminders will also be sent out at CapMetro' direction.
4. **Award Recipient Orders** – To redeem points for an item in the catalog, the employee will access the catalog. Once the employee finds an item, they can add the item to their cart, view cart and check out. "Help" assistance is provided with the internet to simplify the process and minimize questions. After a recipient has redeemed her/his points for an item in the catalog, both the supervisor and recipient will receive an email order confirmation of the recipient's selection.
5. **Order Fulfillment** – Orders are shipped daily either directly to the employee or a designated manager/supervisor as specified in the Customer Profile.
6. **Management Reports** – A portfolio of management reports is available for the customer to select for their own needs at no additional cost to the program.

Implementation

Keep It Simple

As MTM is your recognition provider, no further implementation is necessary. Any updates to the program will occur seamlessly.

Technology

Application Details

The social recognition platform application is a segmented, multi-tenant web and mobile application. It supports all modern, mainstream browsers including Microsoft Internet Explorer 11 and Edge, Mozilla Firefox, Google Chrome and Safari.

Each client provides all of their active employees in our UDL (Universal Data Load) template. The UDL will be sent to MTM via SFTP (Secure File Transfer Protocol) site set up by MTM IT. The file can be sent on a weekly, bi-weekly or monthly schedule based on the client's needs.

Security

MTM Recognition has deployed the following items to ensure your data is safe:

- Industry standard hardware firewall.
- Industry standard hardware network intrusion device.
- Industry standard hardware email spam server.
- Anti-virus on all computers.
- Three separate spyware programs on all publicly accessible resources.
- Automated server process check to ensure spyware cannot operate secretly on public servers.
- PGP customer data transfers.
- Separate Non-Microsoft ERP system for order fulfillment.
- Separate web database so only the necessary information is sent to the web for ordering.
- User level permissions on all internal resources so information is on a need to know basis.
- Port routing open to only required services.
- Regular password changes.
- Session timeouts on ERP software and Web to limit exposure.
- Strict no resell policy on any employee or company information.
- Website: 128 bit SSL data encryption during login and checkout.
- 99.5% uptime

MTM Recognition has backups that run daily, with some on a more frequent schedule. In the case of a data failure, our goal is to restore data no older than six hours.

MTM can support single-sign on authentication. The application allows users to manage their own passwords under the My Account area. Your dedicated CCA can assist users should they have questions.

MTM is GDPR and CPRA compliant. MTM will only accept the minimal employee information necessary to perform the services required by your recognition programs through an SFTP site.

Integration

Depending on the database accessibility and architecture of the HRIS system, as well as certain available user functionality, it is possible to create automated tasks to alleviate manually processing employee data. The details of these tasks are highly dependent on what type of system in which the employee data is maintained, but in general, here are the two main steps to automate data transfers from an HRIS system:

- Schedule an export of the necessary data from the HRIS system. Most databases have scheduling utilities which can run a stored procedure set to query for the appropriate data and export to a file in a given format. This may also be a built-in function of the HRIS system.
- Schedule a task to check for the presence of the export file and, if found, securely connect to MTM's SFTP (Secure File Transfer Protocol) server and send the newly created file. Most server operating systems have scheduling programs to automatically run tasks. There are many options, but shell scripts are typically used in such cases as they normally have access to many system utilities such as reading and writing files. It would also be beneficial for the script to create log files showing the activity of the automated tasks. Log files would particularly be useful to verify the success of file transfers or help determine the root cause of communication failures. This also may be a built-in function available to an administrator-type user of the HRIS system.

MTM recommends that interfaces to retrieve data take place via SFTP file transfer. MTM recommends this solution because it significantly reduces security concerns, client IT resource requirements, upgrade concerns, and simplifies and expedites the implementation process.

Training

Training is a crucial part of your new social recognition program implementation. *Compared with organizations who do not provide official training to their employees, our clients see more than double the adoption rates within the first three months of the program, as well as better participation throughout the life of the recognition program.*

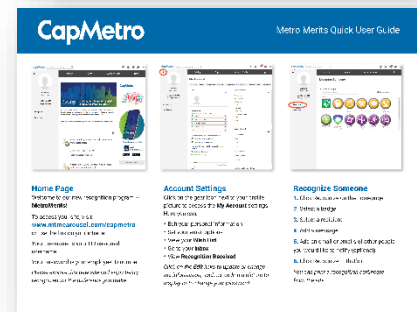
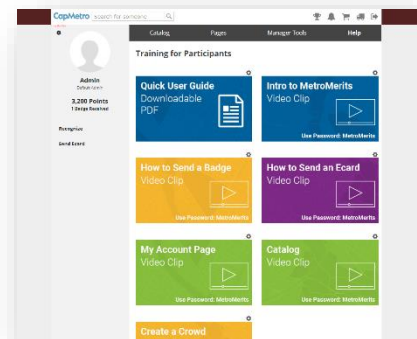
MTM is proud to offer a selection of training and marketing materials to introduce your workforce in an effective and user-friendly manner.



Training Strategy

MTM will provide support and training for

- Program roll-out to system administrators, managers/supervisors, and general platform users with
 - Live webinar training sessions
 - On Demand training sessions
 - Manager & user video tutorials
 - Quick User Guide PDF for users
 - Quick User Guide PDF for supervisors
 - Admin User Guide
- Yearly refresher training
- Dedicated customer care associate to help with any employee questions by email and phone.



There is no cost for training.*

*Travel reimbursement is required (flight and hotel only).

For customers with less than 2,000 employees, MTM recommends**

- Two (2) live training sessions for general platform users
- Two (2) live training sessions for managers/supervisors
- One (1) live training session for system administrators

For customers with more than 2,000 employees, MTM recommends**

- Three (3) live training sessions for general platform users
- Three (3) live training sessions for managers/supervisors
- One (1) live training session for system administrators

**More training sessions are available upon request by the client and availability of the MTM training team.

Exceptions & Assumptions

RFP 807019	REWARDS AND RECOGNITIONS
SELECT FROM DROPDOWN	EXHIBIT C-1: EXCEPTIONS and ASSUMPTIONS FORM
EXCEPTION:	MTM Recognition Corp.
ASSUMPTION:	
Solicitation Paragraph No. & Exhibit	Exhibit L: Section 2 - Purpose
EXCEPTION:	Exhibit L appears to require a WCAG 2.0 AA certification. This certification is not available for MTM's SRP platform.
Proposed language:	Remove requirement.
Solicitation Paragraph No. & Exhibit	Exhibit J: Section 6 - Security Requirements
EXCEPTION:	MTM will not provide monthly firewall logs, summaries of test results and/or other equivalent evaluations as these are confidential or unavailable.
Proposed language:	MTM can provide third party audit reports.
Solicitation Paragraph No. & Exhibit	(Instructions: 1. a.) List the paragraph number and Exhibit of the Solicitation document HERE
EXCEPTION:	(Instructions: 1. c.) Explain the exception or assumption, including the reasoning for making the exception or assumption HERE
Proposed language:	(Instructions: 1. d.) Include any proposed language HERE
Solicitation Paragraph No. & Exhibit	(Instructions: 1. a.) List the paragraph number and Exhibit of the Solicitation document HERE
EXCEPTION:	(Instructions: 1. c.) Explain the exception or assumption, including the reasoning for making the exception or assumption HERE
Proposed language:	(Instructions: 1. d.) Include any proposed language HERE
Solicitation Paragraph No. & Exhibit	(Instructions: 1. a.) List the paragraph number and Exhibit of the Solicitation document HERE
EXCEPTION:	(Instructions: 1. c.) Explain the exception or assumption, including the reasoning for making the exception or assumption HERE
Proposed language:	(Instructions: 1. d.) Include any proposed language HERE
Solicitation Paragraph No. & Exhibit	(Instructions: 1. a.) List the paragraph number and Exhibit of the Solicitation document HERE
EXCEPTION:	(Instructions: 1. c.) Explain the exception or assumption, including the reasoning for making the exception or assumption HERE
Proposed language:	(Instructions: 1. d.) Include any proposed language HERE

Value Adds

the reasons our programs are world-class



Experience

We have Celebrated Champions since 1971



Award Winning Design

Frequent winner of national design competitions



Centrally Located

Operations in Oklahoma, Illinois, and beyond



ISO Certified 9001: 2015

Certified for 18 years



Real Customer Care

Caring humans supporting your employees



Vertical Integration

Supply chain, manufacturing, distribution and in-house technology that fuels it.



Long Employee Tenure

Average tenure is 17 years



Jeff D. Thompson, VP of National Accounts

Role and Location	<ul style="list-style-type: none">• Account Manager• Offices at the MTM Headquarters in Oklahoma City, OK
Summary of Qualifications and Experience	<ul style="list-style-type: none">• Employed by MTM since 2006• More than ten years experience in the Recognition Industry
Professional Memberships	<ul style="list-style-type: none">• Member of Rotary Club 29 (Oklahoma City, OK)• Member of Downtown Club OKC• Graduate of LOKC Class 28
Education	<ul style="list-style-type: none">• Marketing Degree from Oklahoma Baptist University
Accolades	<ul style="list-style-type: none">• 3 -time winner for the MTM Sales Unit of the Year

Amy Christiansen, Customer Care Manager

Role and Location	<ul style="list-style-type: none">• Oversees Customer Care Teams day-to-day operations• Sets and monitors quality goals for Customer Care Teams• Develops and implements strategic goals for Customer Care Teams• Participates in Client visits representing Customer Care• Supports Customer and Customer Care in problem solving difficult issues• Plays a key role in the escalation process• Acts as a liaison between clients and the manufacturing and fulfillment operations• Shares the leadership for overall quality for of the Princeton facility
Summary of Qualifications	<ul style="list-style-type: none">• Customer Care Manager with 24 years experience within the Recognition Awards business• Manages/Supervises Customer Care teams• Project Management• General office skills• Marketing and sales knowledge• Professional presentation skills and Team building skills• Technical skills include working in the IS Series 5 Platform. Also experienced with the Oracle operating system and Mapics operating system• Assistant Quality Leader for the Princeton Plant
Experience	<ul style="list-style-type: none">• Employed by MTM since 1999• Previously Held Inventory Analyst Position• Previously Held Program Coordinator Position• Served as crew leader representing two Customer Care Teams

○ **Kaci Harless - Social Recognition
Implementation Coordinator**

Role and Location	● SRP Implementation Coordinator at MTM's headquarters in Oklahoma City, OK.
Summary of Qualifications and Experience	● 5 years of coaching/teaching experience to help assist clients with learning the functionality of SRP.
Education	● Rose State Community College
Accolades	