



**CONTRACT NO. 500226
(RFQ 807223)**

**BACKEND PHYSICAL ACCESS CONTROL SYSTEMS
REPLACEMENT
(OMNIA Partners Contract No. R220701)**

CONTRACTOR:

Everon Solutions, LLC
11100 Metric Blvd., F-500
Austin, TX 78758
Rep: Arthur Ruiz
Phone: (512) 585-2750
Email: arthurruiz@everonsolutions.com

AWARD DATE: February 25, 2025

CONTRACT TERM: Nine (9) months from Notice to Proceed
(March 21, 2025, Through December 21, 2025)

PRICE: \$419,225.47

PROJECT MANAGER: Jeffrey Downey
Telephone # (512) 589-3620
Email Address jeffrey.downy@capmetro.org

BUYER: Sandra Machado
Telephone # (512) 389-7447
Email Address sandra.machado@capmetro.org

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

**CONTRACT NO. 500226
(RFQ 807223)**

**BACKEND PHYSICAL ACCESS CONTROL SYSTEM
REPLACEMENT
(OMNIA Partners Contract No. 220701)**

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TAB 1

EXHIBIT A-REVISED-2

PRICING SCHEDULE

**EXHIBIT A-REVISED-2
FPR PRICING SCHEDULE**

RFP 807223

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)	Everon Solutions		
Address	11100 Metric Boulevard, F-500		
City, State, Zip	Austin, TX 78758		
Phone, Fax, Email	512-585-2750		arthurrui@everonsolutions.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)	Arthur Ruiz		
Signature and Date	<i>Arthur Ruiz</i>		12/23/2024

2. ACKNOWLEDGEMENT OF AMENDMENTS

The offeror must acknowledge amendment(s) to this solicitation in accordance with the ACKNOWLEDGMENT OF AMENDMENTS section 5 of Solicitation Instructions and Conditions.

3. PROMPT PAYMENT DISCOUNT

# of Days	Percentage	%

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

4. SBE GOAL (TO BE COMPLETED UPON AWARD BY CAPITAL METRO)

The SBE participation commitment for this contract is the following percentage of the total contract:

	%
--	---

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

The Authority hereby accepts this offer.

Authorized Agent Name and Title (Printed)	Danny Solano Contracting Officer
Signature and Date	E-SIGNED by Danny Solano on 2025-03-22 01:02:55 GMT
Accepted as to:	Exhibit A-Revised-2, FPR Pricing Schedule, Dated, December 23, 2024, Section 7, Pricing, Item 1, for a Total Lump Sum Not to Exceed Price of \$419,225.47

6. DOCUMENTS ENCLOSED WITH THE PROPOSAL

Proposals shall be submitted electronically. See Solicitation Instructions and Conditions, Section 8, Submission of Proposals, for instructions on submitting proposals.

Mark each box below, to indicate that the submittals have been included in the offer. See Solicitation Instructions and Conditions, Section 4, Proposal Preparation and Contents for a description of the required proposal format.

- Exhibit A-Revised-2 – Pricing Schedule**
- Exhibit B – Representations and Certifications**
- Exhibit C-1 - Exceptions and Assumptions (If Applicable)**
- Exhibit E-3 - Access and Use Agreement**
- Exhibit F-Revised-1 - Scope of Work/ Compliance Matrix**
- Exhibit H - Authorization of Work Product**
- Firm Financial Data, as described in Exhibit C, Contents of Statement of Qualifications**
- 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: Arthur Ruiz

Date: 12/23/2024

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 2

EXHIBIT B

**REPRESENTATIONS AND
CERTIFICATIONS**

EXHIBIT B

REPRESENTATIONS AND CERTIFICATIONS

(LOCALLY FUNDED SUPPLY/SERVICE/CONSTRUCTION CONTRACTS)

MUST BE RETURNED WITH THE OFFER

1. TYPE OF BUSINESS

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

- An individual
- A partnership
- A sole proprietor
- A corporation
- Another entity LLC

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

Colorado

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 Mike Schobel, General Manager [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

(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
Arthur Ruiz	11/12/2024
Javier Montoya	11/12/2024
Berenice Castillo	11/12/2024

(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. SMALL BUSINESS ENTERPRISE (SBE) GOALS or RESERVED

The goal established for this solicitation must be met or the offeror must submit clear evidence of a "good faith effort" along with the offeror's completed Schedule C of Subcontractor Participation form (listing all proposed subcontractors, SBE and non-SBE) and an executed Intent to Perform as a SBE Subcontractor form for each SBE subcontractor listed on the Schedule C as part of the proposal or sealed bid. By submission of this offer, the offeror certifies that it will comply with the provisions of Exhibit D attached to this solicitation entitled "Small Business Enterprise Program" and will meet the goal as established in any ensuing contract.

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 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 2276.002 of the Texas Government Code, or

(b) the verification required by Section 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 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 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—

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

(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.

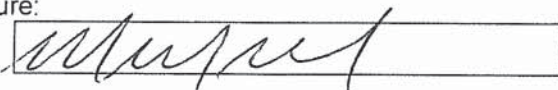
Name of Offeror:

Everon, LLC

Type/Print Name of Signatory:

Michael Schobel

Signature:



Date:

11/12/2024

TAB 3

EXHIBIT E-REVISED-1 CONTRACTUAL TERMS AND CONDITIONS

EXHIBIT E-REVISED-1
CONTRACTUAL TERMS AND CONDITIONS
(SERVICES CONTRACT)

1. DEFINITIONS

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

- (a) “Applicable Anti-Corruption and Bribery Laws” means international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the Contractor’s provision of goods and/or services to Authority, including without limitation “FCPA” or any applicable laws and regulations, including in the jurisdiction in which the Contractor operates and/or manufactures goods for the Authority, relating to anti-corruption and bribery.
- (b) “Authority”, “Capital Metro”, “CapMetro”, “CMTA” means Capital Metropolitan Transportation Authority.
- (c) “Authority Data” means all data, content and information (i) submitted by or on behalf of the Authority or its customers to the Contractor or loaded into the System, (ii) obtained, developed, produced or processed by the Contractor or by the Application or System in connection with the Contract, or (iii) to which the Contractor has access in connection with the Contract, and all derivative versions of such data, content and information, and any derivative versions thereof, in any form or format.
- (d) “Authority Electronic Property” means (i) any websites controlled by the Authority, (ii) any Authority mobile device apps, (iii) any application programming interfaces (API) to the Authority’s information technology systems, (iv) any other kiosks, devices or properties for consumer interaction that are created, owned, or controlled by the Authority, and (v) versions and successors of the foregoing, any form or format now known or later developed, that may be used by customers obtaining products or services from the Authority.
- (e) “Change Order” means a written order to the Contractor signed by the Contracting Officer, issued after execution of the Contract, authorizing a change in the term or scope of the Contract.
- (f) “Contract” or “Contract Documents” means this written agreement between the parties comprised of all the documents listed in the Table of Contents, Change Orders and/or Contract Modifications that may be entered into by the parties.
- (g) “Contract Award Date” means the date of the Contract award notice, which may take the form of a purchase order, signed Contract or Notice of Award, issued by the Authority.
- (h) “Contract Modification” means any changes in the terms or provisions of the Contract which are reduced to writing and fully executed by both parties.
- (i) “Contract Sum” means the total compensation payable to the Contractor for performing the Services as originally contracted for or as subsequently adjusted by Contract Modification.
- (j) “Contract Term” means period of performance set forth in the paragraph entitled “Term” contained in Exhibit E.
- (k) “Contracting Officer” means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on behalf of the Authority. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (l) “Contractor” means the entity that has assumed the legal obligation to perform the Services as identified in the Contract.
- (m) “Days” means calendar days. In computing any period of time established under this Contract, the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included

unless it is a Saturday, Sunday, or Federal or State of Texas holiday, in which event the period shall run to the end of the next business day.

- (n) "FAR" means the Federal Acquisition Regulations codified in 48 C.F.R. Title 48.
- (o) "FCPA" means the United States Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., as amended.
- (p) "Force Majeure Event" means strikes, lockouts, or other industrial disputes; explosions, epidemics, civil disturbances, acts of domestic or foreign terrorism, wars within the continental United States, riots or insurrections; embargos, natural disasters, including but not limited to landslides, earthquakes, floods or washouts; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and present or future orders of any regulatory body having proper jurisdiction.
- (q) "FTA" means the Federal Transit Administration.
- (r) "Fully Burdened Hourly Labor Rate" means an hourly rate that includes all salary, overhead costs, general and administrative expenses, and profit.
- (s) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, software, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights, and any derivative works thereto; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- (t) "Manufacturing Materials" mean any completed or partially completed supplies and materials, parts, dies, jigs, fixtures, plans, drawings, information, and contract rights specifically produced or specially acquired by the Contractor for the performance of the Contract.
- (u) "Notice of Award" means formal notice of award of the Contract to the Contractor issued by the Contracting Officer.
- (v) "Notice to Proceed" means written authorization for the Contractor to start the Services.
- (w) "Project Manager" means the designated individual to act on behalf of the Authority, to monitor and certify the technical progress of the Contractor's Services under the terms of this Contract.
- (x) "Proposal" means the offer of the proposer, submitted on the prescribed form, stating prices for performing the work described in the Scope of Services.
- (y) "Services" means the services to be performed by the Contractor under this Contract, and includes services performed, workmanship, and supplies furnished or utilized in the performance of the Services.
- (z) "Subcontract" means the Contract between the Contractor and its Subcontractors.
- (aa) "Subcontractor" means subcontractors of any tier.
- (bb) "Works" means any tangible or intangible items or things that have been or will be specifically, generated, prepared, created, or developed by the Contractor (or such third parties as the Contractor may be permitted to engage) at any time following the effective date of the Contract, for the exclusive use of, and ownership by, Authority under the Contract, including but not limited to any (i) works of authorship (such as literary works, musical works, dramatic works, choreographic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings and architectural works, which includes but is not limited to manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer software, scripts, object code, source code or other programming code, HTML code, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii)

trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, and (vi) all documentation and materials related to any of the foregoing.

2. FIXED PRICE CONTRACT

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

3. TERM

The term of the Contract shall be nine (9) months from the Contract notice to proceed. No Services shall be performed under this Contract prior to issuance of a Notice to Proceed.

4. RESERVED

~~The Authority shall have the unilateral right and option to extend the Contract for up to three 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. PAYMENT MILESTONES

Payment shall be made upon completion and acceptance of the milestone in the table below as detailed in Exhibit F, Scope of Work. Before payment is made, all approved payments will need to be approved and signed off by the Project Manager.

Milestones	Description
Milestone 1	25% - Final Design, Solution, Project Plan, and all equipment upon receipt and acceptance.
Milestone 2	25% - 6 sites completed
Milestone 3	25% - 12 sites completed
Milestone 4	25% - Go Live – Project completion of Access Control System installed and tested successfully at all sites (all 18 sites).

8. ACCEPTANCE CRITERIA

A review of the Contractor’s Services will be performed by the Authority upon delivery. If any Services performed under this Contract are deemed incomplete or unacceptable in any way, per Acceptance Criteria referenced in Exhibit F, section 5, the Authority will require the Contractor to take corrective measures at no additional cost to the Authority.

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 Dollars and No/100 Dollars (\$1,000,000) per occurrence Combined Single Limit of Liability for Bodily Injury and Property Damage with an aggregate of Two Million Dollars and No/100 Dollars (\$2,000,000) with coverage that includes:

- (i) Products and Completed Operations Liability
- (ii) Independent Contractors
- (iii) Personal Injury Liability extended to claims arising from employees of the Contractor and the Authority.
- (iv) Contractual Liability pertaining to the liabilities assumed in the agreement.

(2) **Business Automobile Liability Insurance** with minimum coverage limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of Two Million Dollars (\$2,000,000), covering all owned, hired and non-owned automobiles used in connection with the Services for Bodily Injury and Property Damage.

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

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

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

(ii) **Privacy, Security and Media Liability Insurance** providing liability for unauthorized access or disclosure, security breaches or system attacks, as well as infringement of copyright and trademark that might result from this Contract with a third-party extension endorsement in favor of the Authority.

(5) All policies shall include **Terrorism Coverage**.

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

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

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

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

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

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

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

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

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

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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 perform 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 23 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. The Successful Contractor's Cooperative Contract
2. Exhibit A - Pricing Schedule
3. Exhibit E - Contractual Terms and Conditions
4. Exhibit E-1 – On Premise Solutions Additional Terms and Conditions
5. Exhibit E-2 – Hosted Solutions Additional Terms and Conditions
6. Exhibit E-3 – Access and Use Agreement
7. Exhibit E-4 - Proprietary Rights and Data Security Addendum
8. Exhibit H – Authorization of Work Product
9. Exhibit B - Representations and Certifications
10. Exhibit F - Scope of Services, Compliance Matrix and Attachments
11. 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. 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.

54. 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.

55. 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 4

EXHIBIT E-1

ON PREMISES SOLUTIONS

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**EXHIBIT IT
ON-PREMISES SOLUTIONS**

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

1. DEFINITIONS

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

- (a) "Acceptance" shall have the meaning set forth in Section 4(d) 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) "Authority Data" means all data, content and information
 - (i) submitted by or on behalf of the Authority or Customers to the Contractor,
 - (ii) obtained, developed, produced or processed by the Contractor 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, servers, hardware, equipment, routers and other system components, software or networks owned or 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.
- (e) "Confidential Information" shall have the meaning set forth in Section 9(b) of this Exhibit.
- (f) "Contractor's Certification" shall have the meaning set forth in Section 4(c) of this Exhibit.
- (g) "Contractor Technology" means the Software, Hardware, and On-Premises System, as applicable, and 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.
- (h) "Customers" means any purchaser of products or services from the Authority.
- (i) "Deliverable(s)" means all information, data, materials, devices (including equipment and Hardware), software (including the Software), systems (including the On-Premises System), interfaces to any software and hardware, system or operating environment (including Authority Electronic Property) and other items to be delivered by the Contractor to the Authority, as specified in the Project Plan.

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- (j) “Documentation” means the documentation provided to the Authority including, but not limited to, user manuals, system administration manuals, maintenance manuals, diagrams and operator instructions related to the On-Premises System, Software, or Hardware furnished by the Contractor to the Authority in any format, including paper and electronic.
- (k) “Hardware” means all equipment, hardware, routers and other system components to be delivered by the Contractor to the Authority, as specified in the Project Plan.
- (l) “License Term” means the specific term or period (annually or perpetual) for each license to the On-Premises System and/or Software set forth in Exhibit A of the Contract. If no term is specified in Exhibit A, then the applicable term shall be perpetual.
- (m) “Maintenance Support Services” means the maintenance support services for the On-Premises System, Software and/or Hardware to be performed by Contractor as defined and described in Section 5 of this Exhibit.
- (n) “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.
- (o) “On-Premises System” means the turn-key system comprised of Hardware and Software to be installed in the premises, facilities, networks or transportation vehicles controlled or managed by the Authority.
- (p) “Project” means the project from pre-production launch to pre-final notice related to the Software, Hardware and On-Premises System and any Deliverables and Services as described in more detail in this Exhibit.
- (q) “Project Plan” means the project plan for the delivery, implementation, customization, configuration and/or installation of the Software, Hardware and/or On-Premises System and any Deliverables and Services required for the Project, as provided or approved by the Authority.
- (r) “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.
- (s) “Security Incident(s)” means:
- (i) the loss or misuse of the Authority Data or the Authority Electronic Property;
 - (ii) the inadvertent, unauthorized, or unlawful processing, alteration, corruption, sale, rental, or destruction of Authority Data 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).

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(t) "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/or the Authority Electronic Property from unauthorized access, processing, destruction, modification, distribution and use, as approved in writing by the Authority.

(u) "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 Maintenance Support Services related to the On-Premises System, Software and/or Hardware, the specific term or period (monthly, quarterly or annual) set forth in Exhibits A or E of the Contract.

(v) "Services" means collectively 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.

(w) "Software" means the software to be provided by the Contractor, as may be further described in the Technical Specifications.

(x) "Technical Specifications" means the technical specifications, functional specifications, descriptions, designs, standards, instructions, and business requirements of the Authority related to the On-Premises System, Software and/or Hardware, as may be further described in the Contract.

(y) "Updates" means all bug fixes, error corrections, patches, updates, upgrades or new releases or version of the On-Premises System and/or Software created or acquired by the Contractor during the Service Term.

2. CONTRACTOR REQUIREMENTS

(a) Unless specified in the applicable Project Plan, the Contractor will shall furnish, at its own expense, all resources, personnel, equipment, tools, and supplies necessary for 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 parties agree that the Contractor will not be tasked or responsible for establishing and managing Security Requirements necessary to protect the Authority Data integrity in performance of the Services. The Authority agrees that it will be solely responsible for and ensure that all desired Security Requirements necessary to protect the Authority Data integrity are established, implemented and managed internally. If requested, however, by the Authority, the Contractor will reasonably cooperate with and assist the Authority and the Authority's other Product contractors to implement security protocols (e.g., firewalls, SSI, McAfee anti-virus, configuring the system for Cisco ICE, configuring the system for the Netscaler application firewall, monthly Microsoft security patches, etc.) and take appropriate actions with respect to the On-Premises System, Software and/or Hardware and all Authority Data and Authority Electronic Property disclosed or provided to the Contractor so as to enable the Contractor to satisfy its obligations under the Contract and to help prevent the loss, alteration or unauthorized use of the Authority Data and the Authority Electronic Property, to the extent within the Contractor's access, possession or control. 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's, at all times while on-site at the Authority's facilities or remotely accessing the Authority's systems or facilities. In event that the Contractor utilizes computers, laptops or other devices comprising development software, applications or tools in its performance of the Services, Contractor is required to consult in advance of use thereof with Authority and review security measures installed on such computers or devices and sign-off that it will ensure its computers and devices are consistently maintained during the term of this Agreement per

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Authority with all patches and upgrades at all times to minimize potential induced security issues from such Contractor devices.

(c) The Contractor will perform formal classroom training and provide necessary related documentation required or requested for the operation and use of the On-Premises System, Software and/or Hardware, upon initial deployment, as various entities come on to the Project, and during the Service Term, as reasonably requested by the Authority. Such training will be performed on the operating environment at the Authority's facilities or via the Internet as an on-line class (unless otherwise agreed upon by the parties in the Project Plan).

(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 and the Authority Electronic Property backed up by the Authority's or its Project contractors.

(e) The Contractor shall adopt and implement all facility and network security, disaster recovery plans and back-up plans as to protect against theft and unauthorized access, disclosure and use of the Authority Data, the Authority Electronic Property and the Authority's Confidential Information, to the extent within the Contractor's access, possession or control, and to ensure the integrity and continuity of the performance of Services and the Project under the Contract. The Contractor will use commercially reasonable efforts to reasonably assist the Authority, if requested, to adopt and implement all facility and network security, disaster recovery plans and back-up plans as to protect against theft and unauthorized access, disclosure and use of the Authority Data, the Authority Electronic Property and the Authority's Confidential Information, to the extent within the Contractor's access, possession or control, and to ensure the integrity and continuity of the performance of Services and the Project under the Contract and consult and cooperate with the Authority and any contactors it designates, in its performance of these obligations.

(f) The Contractor, as well as its agents, representatives, and employees, shall comply with all of the Authority rules, regulations, and guidelines pertaining to the Authority Data and the Authority Electronic Property and the Authority's information technology system and facilities then in effect when remotely accessing or on-site at the Authority's premises or systems and all Applicable Laws.

(g) The Contractor will timely promptly notify the Authority upon discovering or otherwise learning of any 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 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 and/or the Authority Electronic Property under such interlocal agreements.

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(a) 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 obligation 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 such Customers and employees to those required by the legal obligation or as pre-approved by the Authority.

The Contractor will reasonably cooperate in connection with 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 On-Premises System, Software, the Hardware and, if required by the Authority, any Authority Data to be migrated, interfaced to or used in conjunction with the On-Premises System, Software and/or Hardware. 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, delivery and/or implementation of the Software, the Hardware and any Authority Data),
- (iii) all Authority Electronic Property required for the Contractor to perform the Services, if any,
- (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
- (v) provide the Contractor's proposed resolution to the concern.

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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 Contractor determines 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 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 Software 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 Software by the start date, or any portion of the Software by the milestone date specified in the Project Plan. Notwithstanding any dispute, controversy, or question that might arise in the interpretation of any provision of the Contract, the performance of any Services, the delivery of any material, the payment of any monies to the Contractor, or otherwise, the Contractor agrees that it will not directly or indirectly stop or delay any Services or part thereof on its part required to be performed, nor will it stop or delay the delivery of any materials on its part required to be furnished for the Software or Deliverables, pending the determination of such dispute or controversy so long as the Authority pays the Contractor for undisputed amounts in accordance with the Contract.

4. ACCEPTANCE

(a) Unless otherwise defined or specified in an Exhibit to the Contract, the provisions set forth in this Section shall apply to determine the Authority's Acceptance of the On-Premises System, Software and/or Hardware.

(b) Implementation of the On-Premises System, Software and/or Hardware shall be completed in a timely manner and appropriate tests conducted by the Authority to facilitate Acceptance of the On-Premises System, Software, and/or Hardware and each Deliverable as more fully set forth in this Exhibit and the Project Plan; provided, however, that the Authority may upon written request require that the Contractor perform testing with cooperation of the Authority.

(c) Unless otherwise specified in the Project Plan, within thirty (30) days after installation and testing are completed, the Contractor shall certify in writing that the On-Premises System, Software and/or Hardware (as configured) 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 delivery, installation, configuration, deployment (including Authority Data migration) and operational testing of the On-Premises System, Software and/or Hardware and such items are ready for final testing and launch for production use by the Authority and Customers.

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(d) The On-Premises System, Software and/or Hardware shall be finally accepted by the Authority when all action items opened from the beginning of the Project through the Warranty Period are closed and each component is fully installed and operational on the Authority's facilities, network, transportation vehicles or operating environment properly configured by the Contractor, and in conformity with the requirements outlined in the Contract ("Acceptance"). The final invoice will not be issued by the Contractor until final Acceptance by the Authority. The Authority reserves the right to modify the Acceptance plan during the implementation process if it is evident that anything related to Acceptance has been missed or are not appropriate for the successful provisioning of any solution.

(e) 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 and the requirements set forth in the Contract within reasonable time after the issuance of the Contractor's Certification.

(f) 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 promptly correct the discrepancy and resubmit the On-Premises System, Software and/or Hardware for Acceptance by the Authority for review and testing on the same basis as initially submitted. If, in the reasonable professional judgment of the Contractor such discrepancy is not valid, the Contractor shall so notify the Authority in writing.

(g) In the event that the Authority, upon final review, does not accept the On-Premises System, Software and/or Hardware or only makes a partial acceptance thereof, the Authority may elect to:

(i) accept delivery of the On-Premises System, Software and/or Hardware "AS IS" at a negotiated equitable reduction in the price and payment schedule for both the On-Premises System, Software and/or Hardware and any Maintenance Support 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. MAINTENANCE SUPPORT SERVICES

Unless otherwise defined or specified in an Exhibit to the Contract, this Section 1.5 shall be the default provision governing and shall define the Maintenance Support Services.

(a) The Contractor shall:

(i) promptly notify the Authority of any errors in the On-Premises System, and/or Software of which it learns from any source;

(ii) respond to user identified errors in no more than thirty (30) minutes after notification and use best efforts to provide the Authority with a practical solution or work-around to correct the problem within four (4) hours after notification, and implement corrected Updates (preferably in batch manner and in accordance with a pre-approved schedule coordinated in advance with the Authority) or other work-arounds or bypasses such that the On-Premises System and/or Software performs in all material respects in accordance with the Documentation, within 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, email and/or web consultation requested by them in connection with their use and operation of the On-Premises System and/or Software; and

(iv) treat any Authority Data, Authority Electronic Property or any other information, code or documentation provided from users to resolve a reported problem as Confidential Information of the Authority. The Contractor will cooperate fully with the Authority's personnel in the diagnosis of any error or defect and provide status reports to the Authority regularly for as long as the problem remains unresolved.

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(b) The Contractor will periodically release Updates with minimum impact and downtime to Authority and after business hours. At no additional cost to the Authority, the Contractor will provide the Authority true and correct copies of all Updates to the On-Premises System and/or Software that are provided by the Contractor to any of its other customers purchasing Maintenance Support Services. 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 fifteen (15) days of the release by the Contractor of any Updates, and if contractually obligated, will implement such Updates, but only upon receipt of written approval or request from the Authority, (including any configuration, data migration or integration thereto) for the delivery, installation and use by the Authority at no additional cost to the Authority; provided that the Contractor may proceed with Updates without prior notice to the extent necessary to prevent or correct the occurrence of a Security Incident. 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 Software upon delivery subject to Acceptance by the Authority. The Authority shall have the right to not implement any Update in whole or in part (other than any Updates to correct Security Incidents). All such updates, where reasonably necessary, will be accompanied by detailed release notes, installation instructions and updated Documentation. The Contractor covenants that each Update will be backwards compatible with all parts of the On-Premises System and/or Software. The Contractor will continue to provide Maintenance Support Services during the Service Term for at least the current version and one prior major release of the Software and each version of the On-Premises System installed for the Authority.

(c) If and only after Contractor's execution of an agreement to abide by Authority's security policy and to the extent thereafter authorized or approved in writing by the Authority, the Contractor may remotely access the On-Premises System and/or Software using the Authority Electronic Property in order to perform Maintenance Support Services, in a manner least disruptive to the Authority's business. The Contractor shall notify the Authority in advance of any remote access.

(d) The Contractor shall provide the following Maintenance Support Services for the Hardware during and after the expiration of the applicable Warranty Period:

- (i) promptly issue Return Material Authorizations for Hardware;
- (ii) repair, test, configure and return the Hardware to the Authority in operational condition; and
- (iii) provide for the deployment and optionally installation of replacement Hardware.

The Authority is responsible for costs for the shipment of the Hardware to the Contractor or its designated repair facility using best commercial practices in the packaging and shipment of the Hardware, after the expiration of the Warranty Period. Defects in Hardware shall be reporting using the response procedures specified for the Software above, unless otherwise specified in writing by the parties.

6. 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 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 Authority project stakeholders within which the Project will be performed;

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- (e) the On-Premises System and/or Software will not contain any Malware, and any Updates likewise will not contain any Malware;
- (f) the On-Premises System, Software and/or Hardware 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 features, components or other software or erase or corrupt data;
- (g) the On-Premises System, Software and/or Hardware will comply with all Applicable Laws at all times from the date of Acceptance to the expiration of the applicable License Term;
- (h) with respect to the On-Premises System, Software and/or Hardware:
 - (i) all modules and other materials (other than third party software and hardware sufficiently documented to the Authority with evidence of proper licensing thereof and preapproved by the Authority) will be original;
 - (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 On-Premises System, Software and/or Hardware, 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 On-Premises System, Software and/or Hardware, and any use thereof, shall not infringe upon any patent, copyright, trade secret, trademark or any other personal or proprietary right of any third party in any country; and
- (i) the On-Premises System and/or Software 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 use 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.

7. ADDITIONAL WARRANTY REMEDIES

The Authority is entitled to all warranties implied by law or regulation. These warranties shall survive any inspection, testing, 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 the On-Premises System. The correction of Software errors or Hardware malfunctions in the On-Premises System that cause breach of the warranty. If the Contractor is unable to provide such corrections or otherwise make the On-Premises System operate as warranted within the periods specified in the Contract, the Authority shall be entitled to terminate the Contract with respect to the affected component and recover a prorated amount paid to the Contractor based on each component, 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 On-Premises System, then the Authority shall be entitled to terminate the Contract with respect to the On-Premises System 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 the Software. The correction of errors in the Software that cause breach of the warranty. If the Contractor is unable to provide such error corrections or otherwise make the Software operate as warranted within the periods specified in the Contract, the Authority shall be entitled to terminate the Contract with respect to the affected feature and recover a prorated amount paid to the Contractor based on each feature,

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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 performance of the Software, then the Authority shall be entitled to terminate the Contract with respect to all components of the Software 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.

(c) For Hardware. The repair or replacement of Hardware with any defects in material and workmanship for a period of ninety (90) days following the date of delivery and/or the completion of each repair. If any unit requires repair for the same failure as identified during the preceding repair during this period due to defective material and/or workmanship, Contractor shall, solely at its option, repair the defective unit free of charge or provide a replacement in exchange for the defective unit.

(d) For Maintenance Support Services. The satisfactory re-performance of the Maintenance Support Services within thirty (30) days following the Authority's notice to the Contractor that the Maintenance Support Services were not performed satisfactorily. If the Maintenance Support Services are repeatedly performed in an unsatisfactory manner or if the Contractor is unable to perform the Maintenance Support Services as warranted, the Authority shall be entitled to recover the fees paid to the Contractor's for the unsatisfactory Maintenance Support Services; however, if the failure of the Contractor to satisfactorily perform the Maintenance Support Services substantially impairs the utility of the On-Premises System, Software and/or Hardware to the Authority, the Authority shall be entitled to terminate the Contract and recover all Maintenance Support Services fees paid to the Contractor by the Authority.

(e) For Services (Other than Maintenance Support Services). The satisfactory re-performance of the Services within ten (10) days (or such other reasonable period of time approved by the parties in writing) following the Authority's notice to the Contractor that the Services were not performed satisfactorily in accordance with the Project Plan.

8. USE OF ON-PREMISES SYSTEM, THE SOFTWARE AND THE AUTHORITY DATA AND AUTHORITY ELECTRONIC PROPERTY

(a) 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 copy, install, modify and use the On-Premises System and/or Software (including all Updates) during the License Term. Such license shall be enterprise-wide for an unlimited number of users or transactions, unless otherwise limited in an Exhibit to the Contract. The Authority may allow its contractors and service providers to host and use the On-Premises System and/or Software in the course of performing services for the Authority, including application development services, hosting services, data processing and transportation vehicle and facilities management services.

(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 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, 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.

9. 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

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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; and
 - (ii) All Authority Data and 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 of the Contract and following any expiration or 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 was assured that all such Confidential Information would be held in confidence by the Contractor in trust for the sole benefit of the Authority.
- (e) 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's by a third party with no obligation of confidentiality; or
 - (iii) is required to be disclosed by court or regulatory order, provided the Contractor's gives the Authority prompt notice of any such order.
- (g) The Authority shall have the perpetual and unrestricted right to use, copy, and incorporate into other works all reports, materials, presentations and other work product prepared by the Contractor and delivered to the Authority.
- (h) 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.

10. 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 the Authority Data or Authority Electronic Property 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.

11. 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.

12. 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.

13. WAIVERS

No failure by the Authority to insist upon the performance by the Contractor of any provision of the Contract, and no failure of the Authority to exercise any right or remedy consequent upon a breach or other default, and no payment by the Authority or its use of the Software or the Project during the continuance of any breach or other default, shall constitute a waiver of the Contractor's breach or default or of any provision of the Contract.

14. UCITA

Neither the Uniform Computer Information Transactions Act nor any state laws incorporating such Act apply to the Contract or the transactions contemplated hereunder.

15. INDEMNIFICATION

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

The Contractor shall indemnify, defend and hold harmless the Authority and its affiliates and their trustees, directors, officers, employees, Customers and agents from and against any and all Damages of any nature or kind to the extent arising out of, caused by, or resulting from:

- (a) any bodily injury or death of any person incurred by the Authority or any third party resulting from the negligence or willful misconduct of the Contractor or its employees, contractors or representatives;
- (b) any failure of the On-Premises System, Software and/or Hardware to conform with Applicable Laws or the Technical Specifications or other requirements set forth in the Contract;
- (c) any Security Incident; and
- (d) any actual or alleged violation, infringement or misappropriation of any copyright, patent, trademark, trade secret, product name, right of privacy or persona or other intellectual property right and proprietary right of a third party related to the Services and the On-Premises System, Software and/or Hardware regardless of whether or not such claim, damage, loss, or expense is caused in part by any indemnitee.

In particular, the Contractor acknowledges that the Contractor's obligation to indemnify the 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.

TAB 5

EXHIBIT E-2

HOSTED SOLUTIONS

EXHIBIT 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.

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- (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.
- (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.

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- (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

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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,
- (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,

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- (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
- (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.

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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 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.

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- (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, 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.

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(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;

(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)

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- (ii) be disclosed or distributed in source code form, or
- (iii) 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, 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.

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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

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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 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 6

EXHIBIT E-3

**ACCESS AND USE
AGREEMENT**

**EXHIBIT E-3
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.

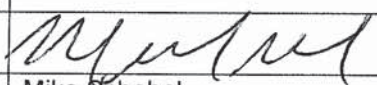
11. SPECIFIC PERFORMANCE

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		Capital Metro Transportation Authority	
By:		By:	
Print Name:	Mike Schobel	Print Name:	
Title:	General Manager	Title:	
Date:	11/12/2024	Date:	
Address:	11100 Metric Blvd, Suite 500, Austin, TX 78758	Address:	
Notice:		Notice:	
Effective Date		Contract No.	

TAB 7

EXHIBIT E-4

**PROPIETARY RIGHTS AND
DATA SECURITY**

EXHIBIT

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

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financial standards or business requirements applicable to the Authority's business or the Authority Data and/or the Authority Electronic Property.

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

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

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

- (i) development and delivery of legal notices to affected individuals or other third parties;
- (ii) establishment and operation of toll-free telephone numbers for affected individuals to receive specific information and assistance;
- (iii) procurement of credit monitoring, credit or identity repair services and identity theft insurance from third parties that provide such services for affected individuals;
- (iv) provision of identity theft insurance for affected individuals;
- (v) cooperation with and response to regulatory, government and/or law enforcement inquiries and other similar actions;
- (vi) undertaking of investigations (internal or in cooperation with a governmental body) of such Security Incident, including forensics;
- (vii) public relations and other crisis management services; and
- (viii) cooperation with and response to litigation with respect to such Security Incident (including, but not limited to, class action suits or similar proceedings); and in each case of examples (i) through (viii), payment of legal costs, disbursements, fines, settlements and damages.

(h) "Security Incident" means:

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

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- (i) “Security Policies” means statements of direction for Security Requirements and mandating compliance with applicable Data Laws. Typically, Security Policies are high level instructions to management on how an organization is to be run with respect to Security Requirements.
- (j) “Security Procedures” means statements of the step-by-step actions taken to achieve and maintain compliance with Security Requirements.
- (k) “Security Requirements” means the security requirements set forth below in Section 7 of this Addendum and any security requirements requested by the Authority from time to time.
- (l) “Security Technical Controls” means any specific hardware, software or administrative mechanisms necessary to implement, maintain, comply with and enforce the Security Requirements. Security Technical Controls specify technologies, methodologies, implementation procedures, and other detailed factors or other processes to be used to implement and maintain Security Policies and Procedures relevant to specific groups, individuals, or technologies.

2. FISMA COMPLIANCE

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

3. AUTHORITY DATA

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

4. PERSONAL IDENTIFYING INFORMATION

The Contractor will comply with any Data Laws relating to the use, safeguarding, or Processing of any Personal Identifying Information, including any requirement to give notice to or obtain consent of the individual. In Processing any Personal Identifying Information, the Contractor will at all times comply with any posted privacy policy or other representations made to the person to whom the information is identifiable, and to communicate any limitations required thereby to any authorized receiving party (including any modifications thereto) in compliance with all Data Laws. The Contractor will ensure that any such receiving party abides by any such limitations, in addition to the requirements of the Agreement. Notwithstanding the foregoing, the Contractor represents and warrants that Personal Identifying Information will not be Processed, transmitted, or stored outside of the United States. The Contractor shall take reasonable steps to maintain the confidentiality of and will not reveal or divulge to any person or entity any Personal Identifying Information that becomes known to it during the term of this Contract. The Contractor must maintain policies and programs that prohibit unauthorized disclosure of Personal Identifying Information by its employees and subcontractors and promote training and awareness of information security policies and practices. The Contractor must comply, and must cause its employees,

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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

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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

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similar actions, (iii) cooperate with the Authority with respect to any public relations and other crisis management services, and litigation with respect to such Security Incident (including, but not limited to, class action suits or similar proceedings); and in each instance of Security Incident, be liable and responsible for payment of legal costs, disbursements, fines, settlements and damages. To the extent that the Authority is bound to comply with any interlocal agreements pertaining to shared information (including the Authority Data), the Contractor agrees that it will comply with, and cooperate with the Authority in its compliance, with all rights and obligations pertaining to the Authority Data and/or the Authority Electronic Property under such interlocal agreements.

12. NOTICE TO THE AUTHORITY CUSTOMERS AND EMPLOYEES

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

- (a) the Contractor must notify the Authority in writing promptly after concluding that the Contractor has the legal obligation to notify such customers or employees and explain in such notice to the Authority the basis for the legal obligation and
- (b) the Contractor will limit the notices to any of the Authority's customers and employees to those required by the legal obligation or as pre-approved by the Authority.
- (c) The Contractor will reasonably cooperate in connection with notices to the Authority's customers and employees regarding a Security Incident and the Contractor will assist with sending such notices if so requested by the Authority.

13. EQUITABLE RELIEF

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

EXHIBIT F
SCOPE OF WORK
BACKEND PHYSICAL ACCESS CONTROL SYSTEM REPLACEMENT

1. BACKGROUND

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

CapMetro looks to secure and make office spaces and various sites safe, in and around the greater Austin-metro area. The current Access Control System is at its' end-of-life cycle. Replacing the Access Control System with a "Mercury" backend platform will enhance security, functionality, improve the ease of connectivity, and will allow the necessary expansion CapMetro will need as service continues to expand. The "Mercury" based Access Control System platform is now the market standard in transportation, government, and major companies.

2. GENERAL SCOPE

CapMetro is seeking to retain an experienced contractor to provide and install a new Genetec Hosted Access Control System and Supporting Hardware/Software for 18 locations. The system shall be compatible and integrate easily with the Genetec platform. The installation will be at all current CapMetro facilities to include administrative buildings, rail stations, park and rides, and bike shelters. Services will include copying existing Access Control System data from the current system to the new system, ensuring access levels are correct, allowing employees to continue to enter the building during the transition with very minimal impact, and removal of the current Access Control System.

- (a) The contracted firm shall procure materials and install the new Access Control System and Supporting Hardware/Software at the sites and locations listed in Exhibit F-1, Access Control Node Count.
- (b) The contracted firm can gather further information for the project from Exhibit F-2, Reader Boards and Slots.

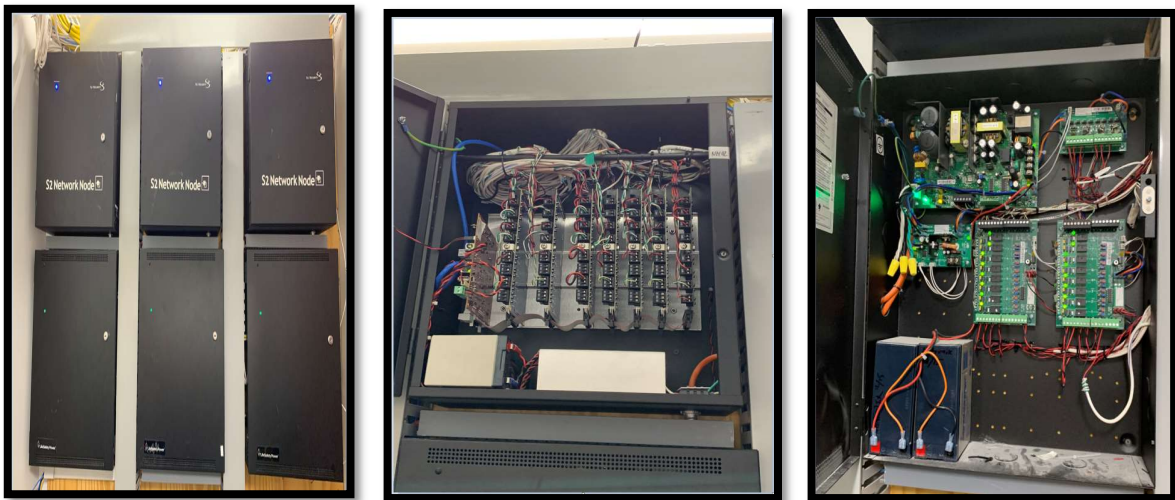


Figure 1. Example pictures of one of the current uncompleted sites.

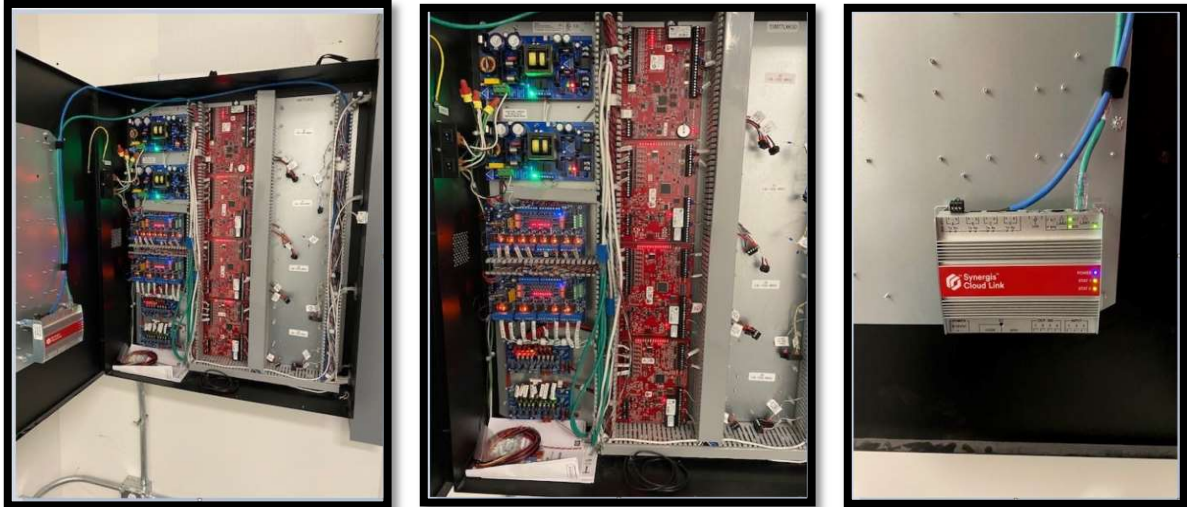


Figure 2. Example pictures of a prior completed site.

3. REQUIREMENTS AND COMPLIANCE MATRIX

Requirement	Compliance / Comments "C" – Comply "N" – Cannot Comply with Comments
3.1. <u>Technical Experience Requirements</u>	
3.1.1. The contracting firm shall have technical knowledge and experience with Access Control System technology, engineering, system design, and installing and supporting the hardware/software.	
3.1.2. The contracting firm shall have technical knowledge of electrical and power requirements of the Access Control System hardware including backup batteries.	
3.1.3. The contracted firm shall have technical knowledge of Genetec Hosted systems.	
3.1.4. CapMetro utilizes Microsoft (MS) software applications such as Word, Excel, Visio, and Project. The contracting firm shall provide produced documents to CapMetro in one of the MS application platforms.	
3.2. <u>Integration Requirements</u>	
3.2.1. The contracted firm shall develop an integration testing and acceptance process with the CapMetro Project Manager and stakeholders.	
3.2.2. The contracted firm shall provide documented improvements and risks after the testing and acceptance process is complete. The contracted firm shall work with CapMetro Project Manager and Information Technology on recommended remedies and solutions.	
3.2.3. The contracted firm shall construct a data push or path where the access control system pushes data to at least three (3) systems.	

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<p>3.2.4. The contracted firm shall ensure the data should dynamically update the other three (3) systems when a record is created or deleted from the access control system.</p>	
<p>3.2.5. The contracted firm shall ensure data fields that should be pushed but not limited to:</p> <ul style="list-style-type: none"> - First Name - Last Name - Phone number - E-mail - SMS - Emergency Contact 	
<p>3.2.6. The contracted firm shall ensure the following integration requirements are met. Oracle (Doc ID 2004712.1) recommends the below:</p>	
<p>3.2.6.1. Format - Any format is acceptable, but the typical format is either a .png or .jpeg.</p>	
<p>3.2.6.2. File Size limit - The file must be less than two (2) meg.</p>	
<p>3.2.6.3. Dimensions - 90 x 120 is the recommended dimension or larger to avoid distortion. It is also important to maintain the 3 x 4 aspect ratio.</p>	
<p>3.3. <u>Performance Requirements</u></p>	
<p>3.3.1. The contracted firm shall meet expectations for agreed upon project schedule timeline.</p>	
<p>3.3.2. The contracting firm shall coordinate the install plan with the CapMetro Project Manager and Stakeholders and shall provide a detailed work breakdown structure to the Project Manager that can be integrated into the overall project schedule milestones and delivery dates.</p>	
<p>3.3.3. The contracted firm shall work closely with the CapMetro Network team for all Network equipment.</p>	
<p>3.3.3.1. The contracted firm shall ensure to keep the CapMetro Network team in the loop about when and where work is to be done.</p>	
<p>3.3.3.2. The contracted firm shall ensure to have approval from the CapMetro Network team for all items added, removed, or modified before starting. This includes all items in the CapMetro racks or connected to the CapMetro racks.</p>	
<p>3.3.3.3. The contracted firm shall communicate with the CapMetro Network team all work to be done before it is started.</p>	
<p>3.3.4. The contracted firm shall install all new hardware at the same location where the existing system is located, unless otherwise indicated by the Project Manager.</p>	
<p>3.3.5. The contracted firm shall work with CapMetro to ensure all wiring is hard wired where possible including power.</p>	
<p>3.3.6. The contracting firm shall provide all equipment, installation, testing, inspections or permits if applicable per the National Electrical Code, State, Federal and the City of Austin</p>	

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electrical and fire codes. All permits, inspections and CapMetro acceptance to meet the above are the responsibility of the Contractor. CapMetro shall be provided with copies by the contractor upon demand.	
3.3.7. The contracted firm shall complete installation and perform qualification and acceptance testing of each access control system after installation.	
3.3.7.1. The contracted firm shall ensure if any field devices are found not to be functioning that they contact the Project Manager and Public Safety Technology Coordinator to resolve the issue and/or to open the needed service ticket.	
3.3.8. The contracted firm shall ensure that the existing data is copied from the existing system to the new system.	
3.3.8.1. The contracted firm shall ensure that data transfer is successful.	
3.3.8.2. The contracted firm shall work with CapMetro to ensure there is data integrity.	
3.3.8.3. The contracted firm shall test to ensure the data functions with the new system.	
3.3.8.4. The contracted firm shall ensure they transfer the employee database data to the new system.	
3.3.8.5. The contracted firm shall ensure that the current S2 system is used in tandem during replacement and then phased out after the move to the new system. Current badges and readers will continue to be used.	
3.3.8.6. The contracted firm shall ensure NO hubs are used. Extra cables will be provided by CapMetro Network team.	
3.3.9. The contracted firm shall ensure the access control system is functioning at the work site before the end of the workday.	
3.3.9.1. The contracted firm shall ensure to test the head end and edge devices to ensure they are working as intended. The contracted firm shall also test all field devices residing on the edge (example: readers).	
3.3.10. The contracting firm shall ensure to minimize disruption to regular CapMetro operations while working on site.	
3.3.11. The contracting firm shall ensure all scraps, trash and other materials are carried off each day. All areas shall be kept as clean as possible.	
3.3.12. The contracted firm shall complete the removal of the prior system. Except for needed cables to support the new system shall not be removed.	
3.3.12.1. CapMetro Public Safety Technology Team requires the decommissioned equipment to be palletized and catalogued via an excel document. Information shall include Make, Model, Serial number and count. For an item without identifying information (example: cables), the item shall be listed with a description and count. Decommissioned items will	

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be delivered to CapMetro, or CapMetro will pick up and CapMetro will complete the disposition.	
3.3.13. The contracted firm shall ensure all work and communications, including questions regarding design and/or installation, are coordinated with the CapMetro Project Manager.	
3.3.14. The contracted firm shall provide a quality assurance plan with a checklist or document that outlines steps taken to ensure that system(s) are tested and accepted by CapMetro.	
3.3.15. The contracted firm shall notify the CapMetro Project Manager of any issues or delays that may impact the project.	
3.3.16. The contracting firm shall perform all the work. The scope of work to be performed shall include furnishing all materials, tools, equipment, transportation, supervision, labor, installing, testing, and services necessary and incidental to designing.	
3.3.17. The contracting firm shall perform a complete installation of specified systems, subsystems, and components, including engineering interface with new equipment. Unless otherwise noted, this shall include the provision of all new components, consumables, disposables, and standard hardware by the contractor, as necessary to complete the installation.	
3.3.17.1. The contracted firm shall ensure outside bike cage enclosures are reused.	
3.3.18. The contracting firm shall ensure to keep all sites standard for installation and parts used. If there are any changes, the contractor shall ensure to get the CapMetro Project Manager approval.	
3.3.19. The contracted firm shall ensure all hardware is warehoused at vendor site during the project.	
3.3.20. The contracting firm shall ensure cables are not stressed due to install for all sites. This is to ensure cables do not fail due to normal expansion during temperature variants.	
3.3.21. The contracting firm shall ensure all parts are industrial and can hold up to the harsh temperatures.	
3.3.22. The contracted firm shall ensure all hardware and parts are clearly labeled.	
3.3.23. The contracted firm shall ensure this project will be completed including design, installation, and testing for the Access Control System at all sites within 9 months from the Contract Notice to Proceed (NTP) . Throughout the project, the contracting firm shall maintain regular and timely communication with the CapMetro Project Manager and stakeholders assigned to the project.	
3.4. <u>Training Requirements</u>	
3.4.1. The contracted firm shall ensure that they provide system training to designated end-users of the system including the following.	

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<p>3.4.1.1. The contracted firm shall orient end-users on system administration.</p>	
<p>3.4.1.2. The contracted firm shall orient end-users on the system usage.</p>	
<p>3.4.1.3. The contracted firm shall orient the end-users on how to take pictures and print pictures.</p>	
<p>3.4.1.4. The contracted firm shall orient the end-users on recommended network security.</p>	
<p>3.4.1.5. The contracted firm shall orient the end-users on recommended audit practices.</p>	
<p>3.4.1.6. The vendor shall propose the number of hours required for training to effectively cover all contents required per the scope. CapMetro requests only one (1) training session, if all items in the scope can be covered in one (1) session, and requests recording the training via MS Teams or similar, to eliminate the need for repeat training. The contractor shall provide details including the length of the training in proposal submission. The contracted firm shall include recording of the training via application for example Microsoft Teams and provide a soft copy of training materials.</p>	
<p>3.5. <u>Warranty, Service, Support, and Licensing Requirements</u></p>	
<p>3.5.1. The contracting firm shall ensure applicable specifications of any newly installed equipment or supplies will be the original manufacturer's specifications. All equipment covered under this contract shall have a manufacturer's warranty of not less than one year. The contractor shall provide at least a one-year workmanship warranty on all the materials and all other aspects of the work. Materials and supplies provided by the contractor shall be free from faults and defects of design.</p>	
<p>3.5.2. The contracted firm shall provide CapMetro options for warranty, service, support, and licensing for 1 to 3 years (Exhibit A, Pricing Schedule, options 1 through 3).</p>	
<p>3.6. <u>Proof-of-Concept – First Site Installation</u></p>	
<p>3.6.1. The contracting firm shall complete installation and testing at one (1) site (Leander Park & Ride) and receive approval from the CapMetro Project Manager before moving forward with additional Access Control System installations.</p>	
<p>3.6.2. The contracting firm shall work with the CapMetro Project Manager and Stakeholders on establishing a schedule for remaining sites after the initial site installation is accepted.</p>	
<p>3.7. <u>Milestones and Payment Phases</u></p>	
<p>3.7.1. For this project, the payment shall be made upon completion and acceptance of a milestone or phase. Before payment is made, all approved payments will need to be approved and signed off by the Project Manager.</p>	

3.8. <u>General milestone payment structure</u>	
Milestones	Description
Milestone 1	25% - Final Design, Solution, Project Plan, and all equipment upon receipt and acceptance.
Milestone 2	25% - 6 sites completed
Milestone 3	25% - 12 sites completed
Milestone 4	25% - Go Live – Project completion of Access Control System installed and tested successfully at all sites (all 18 sites).
3.9. <u>Access Control Technical Requirements</u>	
3.9.1. The contractor shall ensure to install access control system that meets CapMetro standards and integrates to the current Genetec access control system.	
3.9.2. The contractor shall Install and configure appropriate access control controller hardware.	
3.9.3. The contractor shall ensure the access control controllers and panels are equipped with back up batteries that should last up to 4-hours.	
3.9.4. The contractor shall ensure all wiring associated with all fail-safe electronic locking devices shall be installed in such a way, that removal of power from the electronic locking device or the access control panel, the failure of the circuit wiring for the electronic lock or the failure of any device in the circuit to the electronic lock shall cause the lock to unlock/fail open/fail-safe.	
3.9.5. The contractor shall provide all appropriate required licenses for the access control system	
3.9.6. The contractor shall ensure to work with CapMetro Public Safety Technology Coordinator on I.P. assignment and other technical system matters	
3.9.7. The contractor shall ensure to provide programming, activation, and commissioning for the following: <ul style="list-style-type: none"> - Ensure all readers and backend equipment is labeled and configured correctly - Label of wiring at both ends (the device and at the landing location on the controller board) - Ensure all devices are tested and functioning - Program the access level per CapMetro's standards 	

4. CAPMETRO RESPONSIBILITIES

(c) CapMetro will:

- (1) Appoint a project manager (PM) as the primary contact for the contractor.
- (2) Be responsible for acceptance, inspection and testing.
- (3) Identify and assemble necessary CapMetro resources.
- (4) Assist the contractor with business-related activities and decisions, as necessary.

- (5) Assist the contractor with the coordination of technical resources.
- (6) Review and make comments on Contractor's progress and ensure that the deadlines, work items, reporting and invoicing are being met and accomplished.

5. ACCEPTANCE / NON-ACCEPTANCE

- (a) CapMetro will perform a cursory inspection upon delivery of the services. It shall be the responsibility of the contractor to correct deficiencies noted during the inspection.
- (b) Acceptance will be made by CapMetro after the services have been thoroughly inspected and tested. Once the services are inspected and meet all required specifications, CapMetro will authorize release of payment to the contractor.
- (c) The warranty period shall begin when the Access Control Systems are placed into service or Acceptance is issued, whichever comes first.

TAB 9

EXHIBIT F-1-REVISED-1
ACCESS CONTROL NODE
COUNT

Exhibit F-1-Revised-1, Access Control Node Count

Site	Node	Site	Street Address	Location of the Node	Type of Node	# of Slots	# of blades	Access Blade	Input Blade	Backup Batteries
1	2910 1st Flr Electrical RM NN01	2910	2910 E. 5th St.	1st Flr Elec Rm	M1-3200	7	7	6	1	1
	2910 1st Flr Electrical RM NN02	2910		1st Flr Elec Rm	M1-3200	7	7	6	1	1
	2910 1st Flr Electrical RM NN03	2910		1st Flr Elec Rm	M1-3200	7	7	6	1	1
	2910 3rd Flr Electrical RM NN04	2910		3rd Flr Elec Rm	M1-3200	7	6	5	1	1
	2910 3rd Flr Electrical RM NN05	2910		3rd Flr Elec Rm	M1-3200	7	5	5	0	1
	2910 E. 5Th Service Island	2910		Service Island	M1-3200	7	6	4	2	1
	2910 GS1 MN01	2910		Main Guard Shack	MicroNode	2	2	1	1	1
	2910 GS1 MN02	2910		Recv Guard Shack	MicroNode	2	2	1	1	1
	2910 Tillery North Entrance	2910		Tillery Gate Closet	MicroNode	2	2	1	1	1
2910 Vehicle Maint NN1 GYM	2910		Vehicle Maint Elec Rm	M1-3200	7	6	5	1	1	
2	509 Thompson Ln NN01	509	509 Thompson Ln.	IT Closet	M1-3200	7	5	5	0	1
	509 Thompson Ln NN02	509		IT Closet	M1-3200	7	4	4	0	1
3	624 Pleasant Valley NN01	624	624 Pleasant Valley	Securiy Data Closet	M1-3200	7	7	6	1	1
	624 Pleasant Valley NN02	624		Securiy Data Closet	M1-3200	7	7	6	1	1
	624 Pleasant Valley NN03	624		Securiy Data Closet	M1-3200	7	7	6	1	1
4	817 NorthBase IDF	817	817 W Howard Ln.	IT Closet	M1-3200	7	2	2	0	1
	817 NorthBase Annex	817		Annex	MicroNode					
5	9315 N OPS Service Island IT	9315	9315 Old McNeil Rd.	Service Island IT Closet	M1-3200	7	5	4	1	1
	9315 N OPS South Serta Gate	9315		Serta Gate NEMA	MicroNode	2	2	1	1	1
	9315 North OPS 1st Flr IDF NN01	9315		1st Flr IDF	M1-3200	7	6	5	1	1
	9315 North OPS 2nd Flr IDF NN01	9315		2nd Flr IDF	M1-3200	7	7	5	2	1
	9315 North OPS 2nd Flr IDF NN02	9315		2nd Flr IDF	M1-3200	7	6	5	1	1
	9315 North OPS 2nd Flr IDF NN03	9315		2nd Flr IDF	M1-3200	7	7	5	2	1
	9315 North OPS 2nd Flr IDF NN04	9315		2nd Flr IDF	M1-3200	7	6	5	1	1
	9315 North OPS 2nd Flr IDF NN05	9315		2nd Flr IDF	M1-3200	7	6	5	1	1
	9315 North OPS 2nd Flr IDF NN06	9315		2nd Flr IDF	M1-3200	7	6	5	1	1
	9315 North OPS Probe Shack MN	9315		Probe Shack	MicroNode	2	2	1	1	1
9315 North OPS Rail Yard NN01	9315		RMF IT Closet	M1-3200	7	2	2	0	1	
6	Bike Cage Highland	Highland	6420 Airport Blvd.	Bike Cage NEMA	MicroNode	2	2	1	1	0
7	Bike Cage Kramer	Kramer	2427 Kramer Ln.	Bike Cage NEMA	MicroNode	2	2	1	1	0
8	Bike Cage MLK	MLK	1719 Alexander Ave.	Bike Cage NEMA	MicroNode	2	2	1	1	0
9	Bike Cage Saltillo	Saltillo	412 Comal St.	Bike Cage NEMA	MicroNode	2	2	1	1	0
10	DT Rail Alcove	DT Alcove	401 E. 4th St.	CMTA IT Closet	M1-3200	7	1	1	0	1
11	Park & Ride Lakeline Station	Lakeline	13701 Lyndhurst St.	IT Closet	M1-3200	7	3	2	1	1
	Bike Cage Lakeline	Lakeline		Bike Cage NEMA	MicroNode	2	2	1	1	0
12	Park & Ride Leander Station	Leander	800 US 183 N.	IT Closet	M1-3200	7	3	2	1	1
13	Park & Ride NLTC	NLTC	7911 Research Blvd.	Restroom NEMA	MicroNode Plus	7	2	1	1	1
14	Park & Ride SCTC	SCTC	301 W. Ben White Blvd.	IT Closet	M1-3200	7	4	3	1	1
	Bike Cage SCTC	SCTC		Bike Cage NEMA	MicroNode Plus	7	2	1	1	0
15	Park & Ride Techridge Station	Techridge	900 Center Ridge Dr.	IT Closet	M1-3200	7	3	2	1	1
	Bike Cage Techridge	Techridge		Bike Cage NEMA	MicroNode Plus	7	2	1	1	0
16	Pavillion IDF	Pavillion	12400 U.S. 183	IT Closet	MicroNode Plus	7	2	1	1	1
17	R Moya EBP	EBP	363 Shady Ln.	IT Closet	M1-3200	7	2	2	0	1
18	Westgate NN01	Westgate	2027 W. Ben White Blvd.	IT Closet	M1-3200	7	4	4	0	1

TAB 10

EXHIBIT F-2

**READER BOARDS AND
SLOTS**

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Exhibit F-2, Reader Boards and Slots

This Exhibit should only be used as a reference list for possible hardware needed for sites on Exhibit F-1. Any item listed that is not included in Exhibit F-1 should be ignored.

Resource	Description	Node Name	Type	Slot	Position
2910 1st flr_Break Room Entrance DSM	-	2910 1st Flr Electrical RM NN01	I	4	1
2910 1st flr_Break Room Entrance LOCK	-	2910 1st Flr Electrical RM NN01	O	4	1
2910 1st Flr Break Room Entrance RDR	-	2910 1st Flr Electrical RM NN01	R	4	1
2910 1st flr_Break Room Entrance REX	-	2910 1st Flr Electrical RM NN01	I	4	2
2910 1st Flr_Dispatch Office DSM	-	2910 1st Flr Electrical RM NN01	I	4	3
2910 1st Flr_Dispatch Office LOCK	-	2910 1st Flr Electrical RM NN01	O	4	3
2910 1st Flr Dispatch Office RDR	-	2910 1st Flr Electrical RM NN01	R	4	2
2910 1st Flr_Dispatch Office REX	-	2910 1st Flr Electrical RM NN01	I	4	4
2910 1st Flr East Door (East P-Lot) DSM	-	2910 1st Flr Electrical RM NN01	I	3	3
2910 1st flr_East Door (East P-Lot) LOCK	-	2910 1st Flr Electrical RM NN01	O	3	3
2910 1st Flr East Door (East P-Lot) RDR	-	2910 1st Flr Electrical RM NN01	R	3	2
2910 1st flr_East Door (East P-Lot) REX	-	2910 1st Flr Electrical RM NN01	I	3	4
2910 1st Flr Electrical RM Power Supply-01 A/C LOSS	2910 1st Flr Electrical RM NN01 Power Supply-01 A/C Power Loss	2910 1st Flr Electrical RM NN01	I	7	7
2910 1st Flr Electrical RM Power Supply-01 System FAULT	2910 1st Flr Electrical RM NN01 Power Supply-01 System Fault (Bad Fuse, Short, Low Battery or other issues)	2910 1st Flr Electrical RM NN01	I	7	8
2910 1st Flr Electrical RM Power Supply-01 TAMPER	2910 1st Flr Electrical RM NN01 Power Supply 01 Tamper Alarm	2910 1st Flr Electrical RM NN01	I	7	6
2910 1st Flr Front Door Eastside ADA Outside Button	-	2910 1st Flr Electrical RM NN01	O	6	2
2910 1st Flr Front Door Eastside DSM	-	2910 1st Flr Electrical RM NN01	I	5	1
2910 1st Flr_Front Door_Eastside LOCK	MAG 12V DC	2910 1st Flr Electrical RM NN01	O	5	1
2910 1st Flr Front Door Eastside Operator	-	2910 1st Flr Electrical RM NN01	O	5	2
2910 1st Flr Front Door Eastside RDR	-	2910 1st Flr Electrical RM NN01	R	5	1
2910 1st Flr Front Door Eastside REX	ADA	2910 1st Flr Electrical RM NN01	I	5	2
2910 1st Flr Front Door Westside ADA Outside Button	-	2910 1st Flr Electrical RM NN01	O	6	4
2910 1st Flr Front Door Westside DSM	-	2910 1st Flr Electrical RM NN01	I	5	3
2910 1st Flr Front Door Westside LOCK	-	2910 1st Flr Electrical RM NN01	O	5	3
2910 1st Flr Front Door Westside Operator	-	2910 1st Flr Electrical RM NN01	O	5	4
2910 1st Flr Front Door Westside RDR	-	2910 1st Flr Electrical RM NN01	R	5	2
2910 1st Flr Front Door Westside REX	-	2910 1st Flr Electrical RM NN01	I	5	4

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Exhibit F-2, Reader Boards and Slots

This Exhibit should only be used as a reference list for possible hardware needed for sites on Exhibit F-1. Any item listed that is not included in Exhibit F-1 should be ignored.

2910 1st Flr_FRS Ops DSM	-	2910 1st Flr Electrical RM NN01	I	6	3
2910 1st Flr_FRS Ops LOCK	-	2910 1st Flr Electrical RM NN01	O	6	3
2910 1st Flr_FRS Ops RDR	-	2910 1st Flr Electrical RM NN01	R	6	2
2910 1st Flr_FRS Ops REX	-	2910 1st Flr Electrical RM NN01	I	6	4
2910 1st Flr_Marketing DSM	-	2910 1st Flr Electrical RM NN01	I	6	1
2910 1st Flr_Marketing LOCK	-	2910 1st Flr Electrical RM NN01	O	6	1
2910 1st Flr_Marketing RDR	-	2910 1st Flr Electrical RM NN01	R	6	1
2910 1st Flr_Marketing REx	-	2910 1st Flr Electrical RM NN01	I	6	2
2910 1st Flr Risk Management RDR	-	2910 1st Flr Electrical RM NN01	R	2	2
2910 1st Flr Sec Guard Door DSM	-	2910 1st Flr Electrical RM NN01	I	1	1
2910 1st Flr Sec Guard Door LOCK	-	2910 1st Flr Electrical RM NN01	O	1	1
2910 1st Flr Sec Guard Door RDR	-	2910 1st Flr Electrical RM NN01	R	1	1
2910 1st Flr Sec Guard Door REX	-	2910 1st Flr Electrical RM NN01	I	1	2
2910 1st Flr Turnstile DSM	-	2910 1st Flr Electrical RM NN01	I	1	3
2910 1st Flr Turnstile LOCK	-	2910 1st Flr Electrical RM NN01	O	1	3
2910 1st Flr Turnstile RDR	-	2910 1st Flr Electrical RM NN01	R	1	2
2910 1st Flr Turnstile REX	-	2910 1st Flr Electrical RM NN01	I	1	4
2910 1st flr_West Door (West P-lot) DSM	-	2910 1st Flr Electrical RM NN01	I	3	1
2910 1st flr_West Door (West P-lot) LOCK	-	2910 1st Flr Electrical RM NN01	O	3	1
2910 1st Flr West Door (West P-Lot) RDR	-	2910 1st Flr Electrical RM NN01	R	3	1
2910 1st flr_West Door (West P-lot) REX	-	2910 1st Flr Electrical RM NN01	I	3	2
2910 1st Floor Mother`s Room DSM	-	2910 1st Flr Electrical RM NN02	I	3	1
2910 1st Floor Mother`s Room LOCK	-	2910 1st Flr Electrical RM NN02	O	3	1
2910 1st Floor Mother`s Room RDR	-	2910 1st Flr Electrical RM NN02	R	3	1
2910 1st Floor Mother`s Room REX	-	2910 1st Flr Electrical RM NN02	I	3	2
2910 1st Flr BR Hallway DSM	-	2910 1st Flr Electrical RM NN02	I	4	1
2910 1st Flr BR Hallway LOCK	-	2910 1st Flr Electrical RM NN02	O	4	1
2910 1st Flr BR Hallway RDR	-	2910 1st Flr Electrical RM NN02	R	4	1
2910 1st Flr BR Hallway REX	-	2910 1st Flr Electrical RM NN02	I	4	2

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Exhibit F-2, Reader Boards and Slots

This Exhibit should only be used as a reference list for possible hardware needed for sites on Exhibit F-1. Any item listed that is not included in Exhibit F-1 should be ignored.

2910 1st Flr Drug Test Door DSM	-	2910 1st Flr Electrical RM NN02	I	3	3
2910 1st Flr Drug Test Door LOCK	-	2910 1st Flr Electrical RM NN02	O	3	3
2910 1st Flr Drug Test Door RDR	-	2910 1st Flr Electrical RM NN02	R	3	2
2910 1st Flr Drug Test Door REX	-	2910 1st Flr Electrical RM NN02	I	3	4
2910 1st Flr Electrical RM Power Supply-02 A/C LOSS	2910 1st Flr Electrical RM NN02 Power Supply-02 A/C Power Loss	2910 1st Flr Electrical RM NN02	I	7	7
2910 1st Flr Electrical RM Power Supply-02 System FAULT	2910 1st Flr Electrical RM NN02 Power Supply-02 System Fault (Bad Fuse, Short, Low Battery or other issues)	2910 1st Flr Electrical RM NN02	I	7	8
2910 1st Flr Electrical RM Power Supply-02 TAMPER	2910 1st Flr Electrical RM NN02 Power Supply 02 Tamper Alarm	2910 1st Flr Electrical RM NN02	I	7	6
2910 1st Flr HR Benefits - Marketing DSM	-	2910 1st Flr Electrical RM NN02	I	2	1
2910 1st Flr HR Benefits - Marketing LOCK	-	2910 1st Flr Electrical RM NN02	O	2	1
2910 1st Flr HR Benefits to Marketing RDR	-	2910 1st Flr Electrical RM NN02	R	2	1
2910 1st Flr_HR_Personnel Rear DSM	-	2910 1st Flr Electrical RM NN02	I	1	1
2910 1st Flr_HR_Personnel Rear LOCK	-	2910 1st Flr Electrical RM NN02	O	1	1
2910 1st Flr_HR_Personnel Rear RDR	-	2910 1st Flr Electrical RM NN02	R	1	1
2910 1st Flr_HR_Personnel Rear REX	-	2910 1st Flr Electrical RM NN02	I	1	2
2910 1st Flr Marketing to HR Benefits RDR	-	2910 1st Flr Electrical RM NN02	R	2	2
2910 2nd Floor Communications West RDR	-	2910 1st Flr Electrical RM NN02	R	4	2
2910 2nd Floor Comm West Lock	-	2910 1st Flr Electrical RM NN02	O	4	3
2910 2nd Floor Legal Suite ADA	-	2910 1st Flr Electrical RM NN02	I	6	4
2910 2nd Floor Legal Suite Push Button	-	2910 1st Flr Electrical RM NN02	O	6	2
2910 2nd FL_Phone Room DSM	-	2910 1st Flr Electrical RM NN02	I	5	1
2910 2nd FL_Phone Room LOCK	-	2910 1st Flr Electrical RM NN02	O	5	1
2910 2nd FL_Phone Room RDR	-	2910 1st Flr Electrical RM NN02	R	5	1
2910 2nd FL_Phone Room REX	-	2910 1st Flr Electrical RM NN02	I	5	2
2910 2nd Flr_Legal Suite DSM	-	2910 1st Flr Electrical RM NN02	I	6	3
2910 2nd Flr_Legal Suite LOCK	-	2910 1st Flr Electrical RM NN02	O	6	3
2910 2nd Flr_Legal Suite RDR	-	2910 1st Flr Electrical RM NN02	R	6	2
2910 2nd Flr_Legal Suite REX	-	2910 1st Flr Electrical RM NN02	I	7	5
2910 2nd Flr_Planning East DSM	-	2910 1st Flr Electrical RM NN02	I	5	3

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Exhibit F-2, Reader Boards and Slots

This Exhibit should only be used as a reference list for possible hardware needed for sites on Exhibit F-1. Any item listed that is not included in Exhibit F-1 should be ignored.

2910 2nd Flr_Planning East LOCK	-	2910 1st Flr Electrical RM NN02	O	5	3
2910 2nd Flr_Planning East RDR	-	2910 1st Flr Electrical RM NN02	R	5	2
2910 2nd Flr_Planning East REX	-	2910 1st Flr Electrical RM NN02	I	5	4
2910 2nd Flr_Planning West DSM	-	2910 1st Flr Electrical RM NN02	I	6	1
2910 2nd Flr_Planning West LOCK	-	2910 1st Flr Electrical RM NN02	O	6	1
2910 2nd Flr_Planning West RDR	-	2910 1st Flr Electrical RM NN02	R	6	1
2910 2nd Flr_Planning West REX	-	2910 1st Flr Electrical RM NN02	I	6	2
2910 CEO Office Panic	-	2910 1st Flr Electrical RM NN02	I	7	2
2910 CEO Secretary Panic	-	2910 1st Flr Electrical RM NN02	I	7	3
2910 Elevator RDR	-	2910 1st Flr Electrical RM NN02	R	1	2
2910 Elevator TRIP	-	2910 1st Flr Electrical RM NN02	O	1	3
2910 Front Security Desk Panic	-	2910 1st Flr Electrical RM NN02	I	7	1
H.R. Conference Room Panic	-	2910 1st Flr Electrical RM NN02	I	7	4
2910 1st Flr Electrical RM Power Supply-03 A/C LOSS	2910 1st Flr Electrical RM NN03 Power Supply-03 A/C Power Loss	2910 1st Flr Electrical RM NN03	I	7	7
2910 1st Flr Electrical RM Power Supply-03 System FAULT	2910 1st Flr Electrical RM NN03 Power Supply-03 System Fault (Bad Fuse, Short, Low Battery or other issues)	2910 1st Flr Electrical RM NN03	I	7	8
2910 1st Flr Electrical RM Power Supply-03 TAMPER	2910 1st Flr Electrical RM NN03 Power Supply 03 Tamper Alarm	2910 1st Flr Electrical RM NN03	I	7	6
2910 2nd Floor Janitor Keybox DSM	-	2910 1st Flr Electrical RM NN03	I	1	3
2910 2nd Floor Janitor Keybox LOCK	-	2910 1st Flr Electrical RM NN03	O	1	3
2910 2nd Floor Janitor Keybox RDR	-	2910 1st Flr Electrical RM NN03	R	1	2
2910 2nd Floor Janitor Keybox REX	-	2910 1st Flr Electrical RM NN03	I	1	4
2910 2nd Floor Janitor RM DSM	-	2910 1st Flr Electrical RM NN03	I	1	1
2910 2nd Floor Janitor RM LOCK	-	2910 1st Flr Electrical RM NN03	O	1	1
2910 2nd Floor Janitor RM RDR	-	2910 1st Flr Electrical RM NN03	R	1	1
2910 2nd Floor Janitor RM REX	-	2910 1st Flr Electrical RM NN03	I	1	2
2910 3rd Flr_East Stairwell DSM	-	2910 1st Flr Electrical RM NN03	I	5	1
2910 3rd Flr_East Stairwell LOCK	-	2910 1st Flr Electrical RM NN03	O	5	1
2910 3rd Flr_East Stairwell RDR	-	2910 1st Flr Electrical RM NN03	R	5	1
2910 3rd Flr_East Stairwell REX	-	2910 1st Flr Electrical RM NN03	I	5	2

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Exhibit F-2, Reader Boards and Slots

This Exhibit should only be used as a reference list for possible hardware needed for sites on Exhibit F-1. Any item listed that is not included in Exhibit F-1 should be ignored.

2910 3rd Flr_Finance East Entry DSM	-	2910 1st Flr Electrical RM NN03	I	4	1
2910 3rd Flr_Finance East Entry LOCK	-	2910 1st Flr Electrical RM NN03	O	4	1
2910 3rd Flr_Finance East Entry RDR	-	2910 1st Flr Electrical RM NN03	R	4	1
2910 3rd Flr_Finance East Entry REX	-	2910 1st Flr Electrical RM NN03	I	4	2
2910 3rd Flr_Finance West Entry DSM	-	2910 1st Flr Electrical RM NN03	I	3	1
2910 3rd Flr_Finance West Entry LOCK	-	2910 1st Flr Electrical RM NN03	O	3	1
2910 3rd Flr_Finance West Entry RDR	-	2910 1st Flr Electrical RM NN03	R	3	1
2910 3rd Flr_Finance West Entry REX	-	2910 1st Flr Electrical RM NN03	I	3	2
2910 3rd Flr_IT Help Desk Office DSM	-	2910 1st Flr Electrical RM NN03	I	5	3
2910 3rd Flr_IT Help Desk Office LOCK	-	2910 1st Flr Electrical RM NN03	O	5	3
2910 3rd Flr_IT Help Desk Office RDR	-	2910 1st Flr Electrical RM NN03	R	5	2
2910 3rd Flr_IT Help Desk Office REX	-	2910 1st Flr Electrical RM NN03	I	5	4
2910 3rd Flr_IT Suites (East) DSM	-	2910 1st Flr Electrical RM NN03	I	6	3
2910 3rd Flr_IT Suites (East) LOCK	-	2910 1st Flr Electrical RM NN03	O	6	3
2910 3rd Flr_IT Suites (East) RDR	-	2910 1st Flr Electrical RM NN03	R	6	2
2910 3rd Flr_IT Suites (East) REX	-	2910 1st Flr Electrical RM NN03	I	6	4
2910 3rd Flr_IT Suites (West) DSM	-	2910 1st Flr Electrical RM NN03	I	4	3
2910 3rd Flr_IT Suites (West) LOCK	-	2910 1st Flr Electrical RM NN03	O	4	3
2910 3rd Flr_IT Suites (West) RDR	-	2910 1st Flr Electrical RM NN03	R	4	2
2910 3rd Flr_IT Suites (West) REX	-	2910 1st Flr Electrical RM NN03	I	4	4
2910 3rd Flr_Office of Diversity DSM	-	2910 1st Flr Electrical RM NN03	I	2	1
2910 3rd Flr_Office of Diversity Key Switch	-	2910 1st Flr Electrical RM NN03	I	7	1
2910 3rd Flr_Office of Diversity LOCK	-	2910 1st Flr Electrical RM NN03	O	2	1
2910 3rd Flr_Office of Diversity RDR	-	2910 1st Flr Electrical RM NN03	R	2	1
2910 3rd Flr_Office of Diversity REX	-	2910 1st Flr Electrical RM NN03	I	2	2
2910 3rd Flr_Phone Equip Rm DSM	-	2910 1st Flr Electrical RM NN03	I	3	3
2910 3rd Flr_Phone Equip Rm LOCK	-	2910 1st Flr Electrical RM NN03	O	3	3
2910 3rd Flr_Phone Equip Rm RDR	-	2910 1st Flr Electrical RM NN03	R	3	2
2910 3rd Flr_Phone Equip Rm REX	-	2910 1st Flr Electrical RM NN03	I	3	4

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Exhibit F-2, Reader Boards and Slots

This Exhibit should only be used as a reference list for possible hardware needed for sites on Exhibit F-1. Any item listed that is not included in Exhibit F-1 should be ignored.

2910 3rd Flr_RICOH Front Door DSM	-	2910 1st Flr Electrical RM NN03	I	6	1
2910 3rd Flr_RICOH Front Door LOCK	-	2910 1st Flr Electrical RM NN03	O	6	1
2910 3rd Flr_RICOH Front Door RDR	-	2910 1st Flr Electrical RM NN03	R	6	1
2910 3rd Flr_RICOH Front Door REX	-	2910 1st Flr Electrical RM NN03	I	6	2
2910 3rd Flr_West Stairwell DSM	-	2910 1st Flr Electrical RM NN03	I	2	3
2910 3rd Flr_West Stairwell LOCK	-	2910 1st Flr Electrical RM NN03	O	2	3
2910 3rd Flr_West Stairwell RDR	-	2910 1st Flr Electrical RM NN03	R	2	2
2910 3rd Flr_West Stairwell REX	-	2910 1st Flr Electrical RM NN03	I	2	4
2910 2nd Floor CEO East ADA Button	-	2910 3rd Flr Electrical RM NN04	I	4	2
2910 2nd Floor CEO East DSM	-	2910 3rd Flr Electrical RM NN04	I	4	1
2910 2nd Floor CEO East LOCK	-	2910 3rd Flr Electrical RM NN04	O	4	1
2910 2nd Floor CEO East Operator	-	2910 3rd Flr Electrical RM NN04	O	4	2
2910 2nd Floor CEO East RDR	-	2910 3rd Flr Electrical RM NN04	R	4	1
2910 2nd Floor CEO East REX Motion	-	2910 3rd Flr Electrical RM NN04	I	6	2
2910 2nd Floor CEO North ADA Button	-	2910 3rd Flr Electrical RM NN04	I	3	4
2910 2nd Floor CEO North DSM	-	2910 3rd Flr Electrical RM NN04	I	3	3
2910 2nd Floor CEO North LOCK	-	2910 3rd Flr Electrical RM NN04	O	3	3
2910 2nd Floor CEO North Operator	-	2910 3rd Flr Electrical RM NN04	O	3	4
2910 2nd Floor CEO North RDR	-	2910 3rd Flr Electrical RM NN04	R	3	2
2910 2nd Floor CEO North REX Motion	-	2910 3rd Flr Electrical RM NN04	I	6	1
2910 3rd Flr Electrical RM Power Supply 04 A/C LOSS	2910 3rd Flr Electrical RM NN04 Power Supply 04 A/C Power Loss	2910 3rd Flr Electrical RM NN04	I	6	7
2910 3rd Flr Electrical RM Power Supply 04 System FAULT	2910 3rd Flr Electrical RM NN04 Power Supply 04 System Fault (Bad Fuse, Short, Low Battery, or other issue)	2910 3rd Flr Electrical RM NN04	I	6	8
2910 3rd Flr Electrical RM Power Supply 04 TAMPER	2910 3rd Flr Electrical RM NN04 Power Supply 04 Tamper	2910 3rd Flr Electrical RM NN04	I	6	6
2910 3rd Flr_IT Server Room DSM	-	2910 3rd Flr Electrical RM NN04	I	2	1
2910 3rd Flr_IT Server Room Keybox DSM	-	2910 3rd Flr Electrical RM NN04	I	2	3
2910 3rd Flr_IT Server Room Keybox LOCK	-	2910 3rd Flr Electrical RM NN04	O	2	3
2910 3rd Flr_IT Server Room Keybox RDR	-	2910 3rd Flr Electrical RM NN04	R	2	2
2910 3rd Flr_IT Server Room LOCK	-	2910 3rd Flr Electrical RM NN04	O	2	1

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Exhibit F-2, Reader Boards and Slots

This Exhibit should only be used as a reference list for possible hardware needed for sites on Exhibit F-1. Any item listed that is not included in Exhibit F-1 should be ignored.

2910 3rd Flr_IT Server Room RDR	-	2910 3rd Flr Electrical RM NN04	R	2	1
2910 3rd Flr_IT Server Room REX	-	2910 3rd Flr Electrical RM NN04	I	2	2
2910 3rd flr_Procurement Main DSM	-	2910 3rd Flr Electrical RM NN04	I	1	1
2910 3rd flr_Procurement Main LOCK	-	2910 3rd Flr Electrical RM NN04	O	1	1
2910 3rd flr_Procurement Main Operator	-	2910 3rd Flr Electrical RM NN04	O	1	2
2910 3rd flr_Procurement Main RDR	-	2910 3rd Flr Electrical RM NN04	R	1	1
2910 3rd flr_Procurement Main REX	-	2910 3rd Flr Electrical RM NN04	I	1	2
2910 3rd flr_Procurement Rear Door DSM	-	2910 3rd Flr Electrical RM NN04	I	1	3
2910 3rd flr_Procurement Rear Door LOCK	-	2910 3rd Flr Electrical RM NN04	O	1	3
2910 3rd flr_Procurement Rear Door RDR	-	2910 3rd Flr Electrical RM NN04	R	1	2
2910 3rd flr_Procurement Rear Door REX	-	2910 3rd Flr Electrical RM NN04	I	1	4
2910 3rd Flr_RICOH Manag Office DSM	-	2910 3rd Flr Electrical RM NN04	I	3	1
2910 3rd Flr_RICOH Manag Office LOCK	-	2910 3rd Flr Electrical RM NN04	O	3	1
2910 3rd Flr_RICOH Manag Office RDR	-	2910 3rd Flr Electrical RM NN04	R	3	1
2910 3rd Flr_RICOH Manag Office REX	-	2910 3rd Flr Electrical RM NN04	I	3	2
2910 E. Cricket Room Double Doors DSM	-	2910 E. 5Th Service Island IDF	I	3	3
2910 E. Cricket Room Double Doors LOCK	-	2910 E. 5Th Service Island IDF	O	3	3
2910 E. Cricket Room Double Doors RDR	-	2910 E. 5Th Service Island IDF	R	3	2
2910 E. Cricket Room Double Doors REX	-	2910 E. 5Th Service Island IDF	I	3	4
2910 E. Service Island IDF DSM	-	2910 E. 5Th Service Island IDF	I	4	1
2910 E. Service Island IDF LOCK	-	2910 E. 5Th Service Island IDF	O	4	1
2910 E. Service Island IDF RDR	-	2910 E. 5Th Service Island IDF	R	4	1
2910 E. Service Island IDF REX	-	2910 E. 5Th Service Island IDF	I	4	2
2910 E. Service Island Power Supply A/C Loss	-	2910 E. 5Th Service Island IDF	I	7	7
2910 E. Service Island Power Supply System Fault	2910 E. Service Island Power Supply System Fault, Low Battery, Bad Fuse, Short, or other PS board Issue.	2910 E. 5Th Service Island IDF	I	7	8
2910 E. Service Island Power Supply TAMPER	-	2910 E. 5Th Service Island IDF	I	7	6
2910 E. Service Island Supply Closet DSM	-	2910 E. 5Th Service Island IDF	I	2	1
2910 E. Service Island Supply Closet LOCK	-	2910 E. 5Th Service Island IDF	O	2	1
2910 E. Service Island Supply Closet RDR	-	2910 E. 5Th Service Island IDF	R	2	1
2910 E. Service Island Supply Closet REX	-	2910 E. 5Th Service Island IDF	I	2	2

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Exhibit F-2, Reader Boards and Slots

This Exhibit should only be used as a reference list for possible hardware needed for sites on Exhibit F-1. Any item listed that is not included in Exhibit F-1 should be ignored.

2910 E. Treasury Emergency Exit Door	-	2910 E. 5Th Service Island IDF	I	6	4
2910 E. Treasury Exterior Rollup Door DSM	-	2910 E. 5Th Service Island IDF	I	6	6
2910 E. Treasury Inner Office DSM	-	2910 E. 5Th Service Island IDF	I	2	3
2910 E. Treasury Inner Office LOCK	-	2910 E. 5Th Service Island IDF	O	2	3
2910 E. Treasury Inner Office RDR	-	2910 E. 5Th Service Island IDF	R	2	2
2910 E. Treasury Inner Office REX	-	2910 E. 5Th Service Island IDF	I	2	4
2910 E. Treasury Inner Rollup Door DSM	-	2910 E. 5Th Service Island IDF	I	6	5
2910 E. Treasury Manager Office DSM	-	2910 E. 5Th Service Island IDF	I	1	1
2910 E. Treasury Manager Office LOCK	-	2910 E. 5Th Service Island IDF	O	1	1
2910 E. Treasury Manager Office RDR	-	2910 E. 5Th Service Island IDF	R	1	1
2910 E. Treasury Manager Office REX	-	2910 E. 5Th Service Island IDF	I	1	2
2910 E. Treasury Panic Restroom	-	2910 E. 5Th Service Island IDF	I	6	1
2910 E. Treasury Panic Vault	-	2910 E. 5Th Service Island IDF	I	6	2
2910 E. Treasury Restricted DSM	-	2910 E. 5Th Service Island IDF	I	1	3
2910 E. Treasury Restricted LOCK	-	2910 E. 5Th Service Island IDF	O	1	3
2910 E. Treasury Restricted RDR	-	2910 E. 5Th Service Island IDF	R	1	2
2910 E. Treasury Restricted REX	-	2910 E. 5Th Service Island IDF	I	1	4
2910 E. Treasury Sally Port Door DSM	-	2910 E. 5Th Service Island IDF	I	3	1
2910 E. Treasury Sally Port Door LOCK	-	2910 E. 5Th Service Island IDF	O	3	1
2910 E. Treasury Sally Port Door RDR	-	2910 E. 5Th Service Island IDF	R	3	1
2910 E. Treasury Sally Port Door REX	-	2910 E. 5Th Service Island IDF	I	3	2
2910 E. Treasury Vault Door DSM	-	2910 E. 5Th Service Island IDF	I	6	3
2910 GS1 North Door DSM	Contact integrated in Mag Lock	2910 GS1 MN01	I	1	1
2910 GS1 North Door LOCK	Mag Lock 24V DC	2910 GS1 MN01	O	1	1
2910 GS1 North Door RDR	HID 920LTNNEK0049C	2910 GS1 MN01	R	1	1
2910 GS1 South Door DSM	Contact Integrated into Mag Lock	2910 GS1 MN01	I	1	3
2910 GS1 South Door LOCK	Mag Lock 24V DC	2910 GS1 MN01	O	1	2
2910 GS1 South Door RDR	HID 920LTNNEK0049C	2910 GS1 MN01	R	1	2
2910 GS1 Entry Gate LR RDR	Long Rang Reader 16V AC power supply in Network Box	2910 GS1 MN02	R	1	1
2910 GS1 Entry Gate PED RDR	HID 920LTNNEK0049C	2910 GS1 MN02	R	1	2
2910 GS1 Entry Gate TRIP	Out Put 1 and 2 Wired in Parallel	2910 GS1 MN02	O	1	1
2910 GS1 Entry Gate TRIP PED	Output 1 and 2 wired in Parallel	2910 GS1 MN02	O	1	2
2910 Tillery North Gate Communication Box	-	2910 Tillery North Entrance MN	I	1	3
2910 Tillery North Gate RDR	-	2910 Tillery North Entrance MN	R	1	1
2910 Tillery North Gate TRIP	-	2910 Tillery North Entrance MN	O	1	1
2910 Parts Counter Door Button	Main entrance into front of Parts Counter	2910 Vehicle Maint. NN1 GYM IDF	I	5	3
2910 Parts Counter Door DPS	Main entrance into front of Parts Counter	2910 Vehicle Maint. NN1 GYM IDF	I	5	1
2910 Parts Counter Door LOCK	Main entrance into front of Parts Counter	2910 Vehicle Maint. NN1 GYM IDF	O	5	1
2910 Parts Counter Door RDR	Main entrance into front of Parts Counter	2910 Vehicle Maint. NN1 GYM IDF	R	5	1
2910 Parts Counter Door REX	Main entrance into front of Parts Counter	2910 Vehicle Maint. NN1 GYM IDF	I	5	2
2910 VM Electronics Office DSM	-	2910 Vehicle Maint. NN1 GYM IDF	I	4	1

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Exhibit F-2, Reader Boards and Slots

This Exhibit should only be used as a reference list for possible hardware needed for sites on Exhibit F-1. Any item listed that is not included in Exhibit F-1 should be ignored.

2910 VM Electronics Office Keybox DSM	-	2910 Vehicle Maint. NN1 GYM IDF	I	4	3
2910 VM Electronics Office Keybox LOCK	-	2910 Vehicle Maint. NN1 GYM IDF	O	4	3
2910 VM Electronics Office Keybox RDR	-	2910 Vehicle Maint. NN1 GYM IDF	R	4	2
2910 VM Electronics Office LOCK	-	2910 Vehicle Maint. NN1 GYM IDF	O	4	1
2910 VM Electronics Office RDR	-	2910 Vehicle Maint. NN1 GYM IDF	R	4	1
2910 VM Electronics Office REX	-	2910 Vehicle Maint. NN1 GYM IDF	I	4	2
2910 VM Fitness Cntr (Front Dr.) DSM	-	2910 Vehicle Maint. NN1 GYM IDF	I	1	1
2910 VM Fitness Cntr (Front Dr.) LOCK	-	2910 Vehicle Maint. NN1 GYM IDF	O	1	1
2910 VM Fitness Cntr (Front Dr.) RDR	-	2910 Vehicle Maint. NN1 GYM IDF	R	1	1
2910 VM Fitness Cntr (Front Dr.) REX	-	2910 Vehicle Maint. NN1 GYM IDF	I	1	2
2910 VM Fitness Cntr (Rear Dr.) DSM	-	2910 Vehicle Maint. NN1 GYM IDF	I	1	3
2910 VM Fitness Cntr (Rear Dr.) LOCK	-	2910 Vehicle Maint. NN1 GYM IDF	O	1	3
2910 VM Fitness Cntr (Rear Dr.) RDR	-	2910 Vehicle Maint. NN1 GYM IDF	R	1	2
2910 VM Fitness Cntr (Rear Dr.) REX	-	2910 Vehicle Maint. NN1 GYM IDF	I	1	4
2910 VM HR Double Doors DSM	-	2910 Vehicle Maint. NN1 GYM IDF	I	7	3
2910 VM HR McDonald Office Panic	-	2910 Vehicle Maint. NN1 GYM IDF	I	7	1
2910 VM McDonald HR Director DSM	-	2910 Vehicle Maint. NN1 GYM IDF	I	2	3
2910 VM McDonald HR Director LOCK	-	2910 Vehicle Maint. NN1 GYM IDF	O	2	3
2910 VM McDonald HR Director Panic	-	2910 Vehicle Maint. NN1 GYM IDF	I	7	2
2910 VM McDonald HR Director RDR	-	2910 Vehicle Maint. NN1 GYM IDF	R	2	2
2910 VM McDonald HR Director REX	-	2910 Vehicle Maint. NN1 GYM IDF	I	2	4
2910 VM McDonald HR Office DSM	-	2910 Vehicle Maint. NN1 GYM IDF	I	2	1
2910 VM McDonald HR Office LOCK	-	2910 Vehicle Maint. NN1 GYM IDF	O	2	1
2910 VM McDonald HR Office RDR	-	2910 Vehicle Maint. NN1 GYM IDF	R	2	1
2910 VM McDonald HR Office REX	-	2910 Vehicle Maint. NN1 GYM IDF	I	2	2
2910 VM McDonald VM Admin DSM	-	2910 Vehicle Maint. NN1 GYM IDF	I	3	1
2910 VM McDonald VM Admin LOCK	-	2910 Vehicle Maint. NN1 GYM IDF	O	3	1
2910 VM McDonald VM Admin RDR	-	2910 Vehicle Maint. NN1 GYM IDF	R	3	1
2910 VM McDonald VM Admin REX	-	2910 Vehicle Maint. NN1 GYM IDF	I	3	2

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Exhibit F-2, Reader Boards and Slots

This Exhibit should only be used as a reference list for possible hardware needed for sites on Exhibit F-1. Any item listed that is not included in Exhibit F-1 should be ignored.

2910 VM Power Supply A/C Loss	-	2910 Vehicle Maint. NN1 GYM IDF	I	7	7
2910 VM Power Supply System Fault	2910 VM Power Supply System Fault, Low Battery, Short, Bad Fuse, or other Power Supply Board Issue	2910 Vehicle Maint. NN1 GYM IDF	I	7	8
2910 VM Power Supply TAMPER	-	2910 Vehicle Maint. NN1 GYM IDF	I	7	6
2910 VM Safety and Training Office DSM	-	2910 Vehicle Maint. NN1 GYM IDF	I	3	3
2910 VM Safety and Training Office LOCK	-	2910 Vehicle Maint. NN1 GYM IDF	O	3	3
2910 VM Safety and Training Office RDR	-	2910 Vehicle Maint. NN1 GYM IDF	R	3	2
2910 VM Safety and Training Office REX	-	2910 Vehicle Maint. NN1 GYM IDF	I	3	4
509 Thompson Ln Call Cntr to Admin Area RDR	-	509 Thompson Ln NN01	R	3	2
509 Thompson Ln Communications Station DSM	-	509 Thompson Ln NN01	I	5	1
509 Thompson Ln Communications Station LOCK	-	509 Thompson Ln NN01	O	5	1
509 Thompson Ln Communications Station RDR	-	509 Thompson Ln NN01	R	5	1
509 Thompson Ln Communications Station REX	-	509 Thompson Ln NN01	I	5	2
509 Thompson Ln Drivers Ready Room RDR	-	509 Thompson Ln NN01	R	2	2
509 Thompson Ln Empl Door Westside RDR	-	509 Thompson Ln NN01	R	3	1
509 Thompson Ln Gym Dobbie Door DSM	-	509 Thompson Ln NN01	I	4	3
509 Thompson Ln Main Hallway to Call Cntr RDR	-	509 Thompson Ln NN01	R	1	1
509 Thompson Ln Maint. to Admin. Area RDR	-	509 Thompson Ln NN01	R	1	2
509 Thompson Ln North Gym Exterior RDR	in to gym from call center	509 Thompson Ln NN01	R	4	2
509 Thompson Ln North Gym Interior RDR	To Call Center from Gym	509 Thompson Ln NN01	R	4	1
509 Thompson Ln Parts Room RDR	-	509 Thompson Ln NN01	R	2	1
509 Thomson Ln Call Center to Admin Area DSM	-	509 Thompson Ln NN01	I	3	3
509 Thomson Ln Call Center to Admin Area LOCK	-	509 Thompson Ln NN01	O	3	3
509 Thomson Ln Call Center to Admin Area REX	-	509 Thompson Ln NN01	I	3	4
509 Thomson Ln Drivers Ready Room DSM	-	509 Thompson Ln NN01	I	2	3
509 Thomson Ln Drivers Ready Room LOCK	-	509 Thompson Ln NN01	O	2	3
509 Thomson Ln Drivers Ready Room REX	-	509 Thompson Ln NN01	I	2	4
509 Thomson Ln Employee Door Westside DSM	-	509 Thompson Ln NN01	I	3	1
509 Thomson Ln Employee Door Westside LOCK	-	509 Thompson Ln NN01	O	3	1
509 Thomson Ln Employee Door Westside REX	-	509 Thompson Ln NN01	I	3	2

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509 Thomson Ln Main Hallway To Call Center DSM	-	509 Thompson Ln NN01	I	1	1
509 Thomson Ln Main Hallway To Call Center LOCK	-	509 Thompson Ln NN01	O	1	1
509 Thomson Ln Main Hallway To Call Center REX	-	509 Thompson Ln NN01	I	1	2
509 Thomson Ln Maintenance to Admin Area DSM	-	509 Thompson Ln NN01	I	1	3
509 Thomson Ln Maintenance to Admin Area LOCK	-	509 Thompson Ln NN01	O	1	3
509 Thomson Ln North Gym Interior DSM	-	509 Thompson Ln NN01	I	4	1
509 Thomson Ln North Gym Interior LOCK	-	509 Thompson Ln NN01	O	4	1
509 Thomson Ln Parts Room DSM	-	509 Thompson Ln NN01	I	2	1
509 Thomson Ln Parts Room LOCK	-	509 Thompson Ln NN01	O	2	1
509 Thomson Ln Parts Room REX	-	509 Thompson Ln NN01	I	2	2
509 Thompson Ln Admin RDR	-	509 Thompson Ln NN02	R	4	1
509 Thompson Ln East Gym RDR	-	509 Thompson Ln NN02	R	3	2
509 Thompson Ln Lobby Eastside Slider Door	Door Trip	509 Thompson Ln NN02	O	1	3
509 Thompson Ln Lobby Eastside Slider PIR Bypass	Exterior Motion Bypass for Sliding Door After hrs	509 Thompson Ln NN02	O	1	4
509 Thompson Ln Lobby Eastside Slider RDR	-	509 Thompson Ln NN02	R	1	2
509 Thompson Ln Lobby Interior DSM	-	509 Thompson Ln NN02	I	3	1
509 Thompson Ln Lobby Interior LOCK	-	509 Thompson Ln NN02	O	3	1
509 Thompson Ln Lobby Interior RDR	-	509 Thompson Ln NN02	R	3	1
509 Thompson Ln Lobby Interior REX	-	509 Thompson Ln NN02	I	3	2
509 Thompson Ln Lobby Westside Slider Door	Door Trip	509 Thompson Ln NN02	O	1	1
509 Thompson Ln Lobby Westside Slider PIR Bypass	Exterior Motion Bypass for Sliding Door After hrs	509 Thompson Ln NN02	O	1	2
509 Thompson Ln Lobby Westside Slider RDR	-	509 Thompson Ln NN02	R	1	1
509 Thompson Ln MDF Room DSM	-	509 Thompson Ln NN02	I	2	1
509 Thompson Ln MDF Room LOCK	-	509 Thompson Ln NN02	O	2	1
509 Thompson Ln MDF Room RDR	-	509 Thompson Ln NN02	R	2	1
509 Thompson Ln MDF Room REX	-	509 Thompson Ln NN02	I	2	2
509 Thompson Ln PayRoll/Road Supervisor DSM	-	509 Thompson Ln NN02	I	2	3
509 Thompson Ln PayRoll/Road Supervisor LOCK	-	509 Thompson Ln NN02	O	2	3
509 Thompson Ln PayRoll/Road Supervisor RDR	-	509 Thompson Ln NN02	R	2	2
509 Thompson Ln PayRoll/Road Supervisor REX	-	509 Thompson Ln NN02	I	2	4
509 Thompson Ln Power Supply 1 AC Loss	-	509 Thompson Ln NN02	I	1	1
509 Thompson Ln Power Supply 1 System Fault	-	509 Thompson Ln NN02	I	1	2
509 Thompson Ln Power Supply 2 AC Loss	-	509 Thompson Ln NN02	I	1	3
509 Thompson Ln Power Supply 2 System Fault	-	509 Thompson Ln NN02	I	1	4
509 Thomson Ln Admin DSM	-	509 Thompson Ln NN02	I	4	1

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509 Thomson Ln Admin LOCK	-	509 Thompson Ln NN02	O	4	1
509 Thomson Ln Admin REX	-	509 Thompson Ln NN02	I	4	2
509 Thomson Ln East Gym DSM	-	509 Thompson Ln NN02	I	3	3
509 Thomson Ln East Gym LOCK	-	509 Thompson Ln NN02	O	3	3
509 Thomson Ln East Gym REX	-	509 Thompson Ln NN02	I	3	4
509 Thomson Ln Power Supply 1 Tamper	-	509 Thompson Ln NN02	I	4	3
509 Thomson Ln Power Supply 2 Tamper	-	509 Thompson Ln NN02	I	4	4
624 Break Area 138 Entrance DSM	-	624 Pleasant Valley NN01	I	1	1
624 Break Area 138 Entrance LOCK	-	624 Pleasant Valley NN01	O	1	1
624 Break Area 138 Entrance RDR	-	624 Pleasant Valley NN01	R	1	1
624 Break Area 138 Entrance REX	-	624 Pleasant Valley NN01	I	1	2
624 CC 2's (N) P-Lot Exit DSM	-	624 Pleasant Valley NN01	I	2	1
624 CC 2's (N) P-Lot Exit LOCK	-	624 Pleasant Valley NN01	O	2	1
624 CC 2's (N) P-Lot Exit REX	-	624 Pleasant Valley NN01	I	2	2
624 CC Breakroom Dr 124 DSM	-	624 Pleasant Valley NN01	I	3	1
624 CC Breakroom Dr 124 LOCK	-	624 Pleasant Valley NN01	O	3	1
624 CC Breakroom Dr 124 REX	-	624 Pleasant Valley NN01	I	3	2
624 Daycare Intercom Dr Release LOCKDOWN?	-	624 Pleasant Valley NN01	I	7	5
624 DC 2's North P-Lot RDR	-	624 Pleasant Valley NN01	R	2	1
624 DC 3's Playground Dr DSM	-	624 Pleasant Valley NN01	I	2	3
624 DC 3's Playground Dr LOCK	-	624 Pleasant Valley NN01	O	2	3
624 DC 3's Playground Dr RDR	-	624 Pleasant Valley NN01	R	2	2
624 DC 3's Playground Dr REX	-	624 Pleasant Valley NN01	I	2	4
624 DC Breakroom Dr. 124 RDR	-	624 Pleasant Valley NN01	R	3	1
624 DC Double Doors Receptionist Door Release 2	-	624 Pleasant Valley NN01	I	7	2
624 DC IDF Room 101 DSM	-	624 Pleasant Valley NN01	I	6	1
624 DC IDF Room 101 LOCK	-	624 Pleasant Valley NN01	O	6	1
624 DC IDF Room 101 RDR	-	624 Pleasant Valley NN01	R	6	1
624 DC IDF Room 101 REX	-	624 Pleasant Valley NN01	I	6	2
624 DC Infants Playground Dr 2 DSM	-	624 Pleasant Valley NN01	I	5	1
624 DC Infants Playground Dr 2 LOCK	-	624 Pleasant Valley NN01	O	5	1
624 DC Infants Playground Dr 2 RDR	-	624 Pleasant Valley NN01	R	5	1
624 DC Infants Playground Dr 2 REX	-	624 Pleasant Valley NN01	I	5	2
624 DC Infants Playground Dr DSM	-	624 Pleasant Valley NN01	I	4	3
624 DC Infants Playground Dr LOCK	-	624 Pleasant Valley NN01	O	4	3
624 DC Infants Playground Dr RDR	-	624 Pleasant Valley NN01	R	4	2
624 DC Infants Playground Dr REX	-	624 Pleasant Valley NN01	I	4	4
624 DC Receptionist front door Release 1	-	624 Pleasant Valley NN01	I	7	1
624 DC Toddlers Playground Dr 2 DSM	-	624 Pleasant Valley NN01	I	4	1
624 DC Toddlers Playground Dr 2 LOCK	-	624 Pleasant Valley NN01	O	4	1
624 DC Toddlers Playground Dr 2 RDR	-	624 Pleasant Valley NN01	R	4	1
624 DC Toddlers Playground Dr 2 REX	-	624 Pleasant Valley NN01	I	4	2
624 DC Toddlers Playground Dr DSM	-	624 Pleasant Valley NN01	I	3	3
624 DC Toddlers Playground Dr LOCK	-	624 Pleasant Valley NN01	O	3	3
624 DC Toddlers Playground Dr RDR	-	624 Pleasant Valley NN01	R	3	2

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624 DC Toddlers Playground Dr REX	-	624 Pleasant Valley NN01	I	3	4
624 Lifesaftey Power Supply 1 A/C Loss	-	624 Pleasant Valley NN01	I	7	7
624 Lifesaftey Power Supply 1 System Fault	-	624 Pleasant Valley NN01	I	7	8
624 Lifesaftey Power Supply 1 Tamper	-	624 Pleasant Valley NN01	I	7	6
624 Security 1 door release	-	624 Pleasant Valley NN01	I	7	3
624 Security Door Release 2	-	624 Pleasant Valley NN01	I	7	4
624 Security Equipment Room DSM	-	624 Pleasant Valley NN01	I	5	3
624 Security Equipment Room LOCK	-	624 Pleasant Valley NN01	O	5	3
624 Security Equipment Room RDR	-	624 Pleasant Valley NN01	R	5	2
624 Security Equipment Room REX	-	624 Pleasant Valley NN01	I	5	4
624 Security Office West Ent DSM	-	624 Pleasant Valley NN01	I	6	3
624 Security Office West Ent LOCK	-	624 Pleasant Valley NN01	O	6	3
624 Security Office West Ent RDR	-	624 Pleasant Valley NN01	R	6	2
624 Security Office West Ent REX	-	624 Pleasant Valley NN01	I	6	4
624 Stairwell Breakroom DSM	-	624 Pleasant Valley NN01	I	1	3
624 Stairwell Breakroom LOCK	-	624 Pleasant Valley NN01	O	1	3
624 Stairwell Breakroom RDR	-	624 Pleasant Valley NN01	R	1	2
624 Stairwell Breakroom REX	-	624 Pleasant Valley NN01	I	1	4
624 Badging Office DSM	-	624 Pleasant Valley NN02	I	6	3
624 Badging Office LOCK	-	624 Pleasant Valley NN02	O	6	3
624 Badging Office RDR	-	624 Pleasant Valley NN02	R	6	2
624 Badging Office REX	-	624 Pleasant Valley NN02	I	6	4
624 Contract Management Main 141 DSM	-	624 Pleasant Valley NN02	I	5	3
624 Contract Management Main 141 LOCK	-	624 Pleasant Valley NN02	O	5	3
624 Contract Management Main 141 RDR	-	624 Pleasant Valley NN02	R	5	2
624 Contract Management Main 141 REX	-	624 Pleasant Valley NN02	I	5	4
624 Electrical Room 134 DSM	-	624 Pleasant Valley NN02	I	5	1
624 Electrical Room 134 LOCK	-	624 Pleasant Valley NN02	O	5	1
624 Electrical Room 134 RDR	-	624 Pleasant Valley NN02	R	5	1
624 Electrical Room 134 REX	-	624 Pleasant Valley NN02	I	5	2
624 Elevator 1st Flr DSM	-	624 Pleasant Valley NN02	I	4	1
624 Elevator 1st Flr LOCK	-	624 Pleasant Valley NN02	O	4	1
624 Elevator 1st Flr RDR	-	624 Pleasant Valley NN02	R	4	1
624 Elevator 1st Flr REX	-	624 Pleasant Valley NN02	I	4	2
624 Lifesaftey Power Supply 2 A/C Loss	-	624 Pleasant Valley NN02	I	7	7
624 Lifesaftey Power Supply 2 System Fault	-	624 Pleasant Valley NN02	I	7	8
624 Lifesaftey Power Supply 2 Tamper	-	624 Pleasant Valley NN02	I	7	6
624 Main Door Manual Release	-	624 Pleasant Valley NN02	I	7	4
624 Main Front Door DSM	-	624 Pleasant Valley NN02	I	4	3
624 Main Front Door LOCK	-	624 Pleasant Valley NN02	O	4	3
624 Main Front Door RDR	-	624 Pleasant Valley NN02	R	4	2
624 Main Front Door REX	-	624 Pleasant Valley NN02	I	4	4
624 MDF 2nd Floor DSM	-	624 Pleasant Valley NN02	I	1	3
624 MDF 2nd Floor LOCK	-	624 Pleasant Valley NN02	O	1	3

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624 MDF 2nd Floor RDR	-	624 Pleasant Valley NN02	R	1	2
624 MDF 2nd Floor REX	-	624 Pleasant Valley NN02	I	1	4
624 MDF Room DSM	-	624 Pleasant Valley NN02	I	6	1
624 MDF Room LOCK	-	624 Pleasant Valley NN02	O	6	1
624 MDF Room RDR	-	624 Pleasant Valley NN02	R	6	1
624 MDF Room REX	-	624 Pleasant Valley NN02	I	6	2
624 Panic Alarm-CC Directors Office	-	624 Pleasant Valley NN02	I	7	3
624 Panic Alarm-CC Reception Desk	-	624 Pleasant Valley NN02	I	7	2
624 Security Conference Room DSM	-	624 Pleasant Valley NN02	I	2	1
624 Security Conference Room LOCK	-	624 Pleasant Valley NN02	O	2	1
624 Security Conference Room RDR	-	624 Pleasant Valley NN02	R	2	1
624 Security Conference Room REX	-	624 Pleasant Valley NN02	I	2	2
624 Security Monitor Room Hold Up	-	624 Pleasant Valley NN02	I	7	1
624 Security Office DSM	-	624 Pleasant Valley NN02	I	2	3
624 Security Office East Ent DSM	-	624 Pleasant Valley NN02	I	1	1
624 Security Office East Ent LOCK	-	624 Pleasant Valley NN02	O	1	1
624 Security Office East Ent RDR	-	624 Pleasant Valley NN02	R	1	1
624 Security Office East Ent REX	-	624 Pleasant Valley NN02	I	1	2
624 Security Office LOCK	-	624 Pleasant Valley NN02	O	2	3
624 Security Office RDR	-	624 Pleasant Valley NN02	R	2	2
624 Security Office REX	-	624 Pleasant Valley NN02	I	2	4
624 Training Room B DSM	-	624 Pleasant Valley NN02	I	3	3
624 Training Room B LOCK	-	624 Pleasant Valley NN02	O	3	3
624 Training Room B RDR	-	624 Pleasant Valley NN02	R	3	2
624 Training Room B REX	-	624 Pleasant Valley NN02	I	3	4
624 West Entrance DSM	-	624 Pleasant Valley NN02	I	3	1
624 West Entrance LOCK	-	624 Pleasant Valley NN02	O	3	1
624 West Entrance RDR	-	624 Pleasant Valley NN02	R	3	1
624 West Entrance REX	-	624 Pleasant Valley NN02	I	3	2
624 CCTV Power Supply Tamper	-	624 Pleasant Valley NN03	I	7	5
624 Contract Management Hall 141B DSM	-	624 Pleasant Valley NN03	I	5	3
624 Contract Management Hall 141B LOCK	-	624 Pleasant Valley NN03	O	5	3
624 Contract Management Hall 141B RDR	-	624 Pleasant Valley NN03	R	5	2
624 Contract Management Hall 141B REX	-	624 Pleasant Valley NN03	I	5	4
624 Contract Management MA 168 DSM	-	624 Pleasant Valley NN03	I	1	1
624 Contract Management MA 168 LOCK	-	624 Pleasant Valley NN03	O	1	1
624 Contract Management MA 168 RDR	-	624 Pleasant Valley NN03	R	1	1
624 Contract Management MA 168 REX	-	624 Pleasant Valley NN03	I	1	2
624 Contract Management VP 141A DSM	-	624 Pleasant Valley NN03	I	5	1
624 Contract Management VP 141A LOCK	-	624 Pleasant Valley NN03	O	5	1
624 Contract Management VP 141A RDR	-	624 Pleasant Valley NN03	R	5	1

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624 Contract Management VP 141A REX	-	624 Pleasant Valley NN03	I	5	2
624 DC Fours 120 Entrance DSM	-	624 Pleasant Valley NN03	I	1	3
624 DC Fours 120 Entrance LOCK	-	624 Pleasant Valley NN03	O	1	3
624 DC Fours 120 Entrance RDR	-	624 Pleasant Valley NN03	R	1	2
624 DC Fours 120 Entrance REX	-	624 Pleasant Valley NN03	I	1	4
624 DC Front Door DSM	-	624 Pleasant Valley NN03	I	3	3
624 DC Front Door LOCK	-	624 Pleasant Valley NN03	O	3	3
624 DC Front Door RDR	-	624 Pleasant Valley NN03	R	3	2
624 DC Front Door REX	-	624 Pleasant Valley NN03	I	3	4
624 DC Hallway Dbl Doors DSM	-	624 Pleasant Valley NN03	I	4	3
624 DC Hallway Dbl Doors LOCK	-	624 Pleasant Valley NN03	O	4	3
624 DC Hallway Dbl Doors RDR	-	624 Pleasant Valley NN03	R	4	2
624 DC Hallway Dbl Doors REX	-	624 Pleasant Valley NN03	I	4	4
624 DC Rear Entrance DSM	-	624 Pleasant Valley NN03	I	2	1
624 DC Rear Entrance LOCK	-	624 Pleasant Valley NN03	O	2	1
624 DC Rear Entrance RDR	-	624 Pleasant Valley NN03	R	2	1
624 DC Rear Entrance REX	-	624 Pleasant Valley NN03	I	2	2
624_Front Play Area Gate	-	624 Pleasant Valley NN03	I	7	1
624 Hallway to Training DSM	-	624 Pleasant Valley NN03	I	4	1
624 Hallway to Training LOCK	-	624 Pleasant Valley NN03	O	4	1
624 Hallway to Training RDR	-	624 Pleasant Valley NN03	R	4	1
624 Hallway to Training REX	-	624 Pleasant Valley NN03	I	4	2
624 Lifesaftey Power Supply 3 A/C Loss	-	624 Pleasant Valley NN03	I	7	7
624 Lifesaftey Power Supply 3 System Fault	-	624 Pleasant Valley NN03	I	7	8
624 Lifesaftey Power Supply 3 Tamper	-	624 Pleasant Valley NN03	I	7	6
624 Main Lobby Daycare Dr DSM	-	624 Pleasant Valley NN03	I	3	1
624 Main Lobby Daycare Dr LOCK	-	624 Pleasant Valley NN03	O	3	1
624 Main Lobby Daycare Dr RDR	-	624 Pleasant Valley NN03	R	3	1
624 Main Lobby Daycare Dr REX	-	624 Pleasant Valley NN03	I	3	2
624 Rear Outside Gate	-	624 Pleasant Valley NN03	I	7	3
624 Shoal Creek RDR	-	624 Pleasant Valley NN03	R	6	2
624 Stairwell Lobby DSM	-	624 Pleasant Valley NN03	I	2	3
624 Stairwell Lobby LOCK	-	624 Pleasant Valley NN03	O	2	3
624 Stairwell Lobby RDR	-	624 Pleasant Valley NN03	R	2	2
624 Stairwell Lobby REX	-	624 Pleasant Valley NN03	I	2	4
624 Storage 123 Doors	-	624 Pleasant Valley NN03	I	7	2
Shoal Creek DSM	-	624 Pleasant Valley NN03	I	6	3
Shoal Creek LOCK	-	624 Pleasant Valley NN03	O	6	3
Shoal Creek REX	-	624 Pleasant Valley NN03	I	6	4
Town Lake DSM	-	624 Pleasant Valley NN03	I	6	1
Town Lake LOCK	-	624 Pleasant Valley NN03	O	6	1
Town Lake RDR	Town lake conference reader	624 Pleasant Valley NN03	R	6	1
Town Lake REX	-	624 Pleasant Valley NN03	I	6	2
817 RR NorthBase East Side DSM	-	817 RR NorthBase IDF	I	2	3
817 RR NorthBase East Side LOCK	-	817 RR NorthBase IDF	O	2	3
817 RR NorthBase East Side RDR	-	817 RR NorthBase IDF	R	2	2
817 RR NorthBase East Side RX	-	817 RR NorthBase IDF	I	2	4

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817 RR NorthBase IDF DSM	-	817 RR NorthBase IDF	I	2	1
817 RR NorthBase IDF LOCK	-	817 RR NorthBase IDF	O	2	1
817 RR NorthBase IDF RDR	-	817 RR NorthBase IDF	R	2	1
817 RR NorthBase IDF REX	-	817 RR NorthBase IDF	I	2	2
817 RR NorthBase North Entry DSM	-	817 RR NorthBase IDF	I	1	1
817 RR NorthBase North Entry LOCK	-	817 RR NorthBase IDF	O	1	1
817 RR NorthBase North Entry RDR	-	817 RR NorthBase IDF	R	1	1
817 RR NorthBase North Entry REX	-	817 RR NorthBase IDF	I	1	2
817 RR NorthBase South Entry DSM	-	817 RR NorthBase IDF	I	1	3
817 RR NorthBase South Entry LOCK	-	817 RR NorthBase IDF	O	1	3
817 RR NorthBase South Entry RDR	-	817 RR NorthBase IDF	R	1	2
817 RR NorthBase South Entry REX	-	817 RR NorthBase IDF	I	1	4
9315 N OPS SVC ISL 303 IT Room DSM	-	9315 N OPS Service Island IT Rm	I	2	1
9315 N OPS SVC ISL 303 IT Room LOCK	-	9315 N OPS Service Island IT Rm	O	2	1
9315 N OPS SVC ISL 303 IT Room RDR	-	9315 N OPS Service Island IT Rm	R	2	1
9315 N OPS SVC ISL 303 IT Room REX	-	9315 N OPS Service Island IT Rm	I	2	2
9315 N OPS SVC ISL 304 E-Fuel Server Rm DSM	-	9315 N OPS Service Island IT Rm	I	7	1
9315 N OPS SVC ISL 306A Treasury East Door DSM	-	9315 N OPS Service Island IT Rm	I	1	3
9315 N OPS SVC ISL 306A Treasury East Door LOCK	-	9315 N OPS Service Island IT Rm	O	1	3
9315 N OPS SVC ISL 306A Treasury East Door RDR	-	9315 N OPS Service Island IT Rm	R	1	2
9315 N OPS SVC ISL 306A Treasury East Door REX	-	9315 N OPS Service Island IT Rm	I	1	4
9315 N OPS SVC ISL 306 Treasury West Door DSM	-	9315 N OPS Service Island IT Rm	I	1	1
9315 N OPS SVC ISL 306 Treasury West Door LOCK	-	9315 N OPS Service Island IT Rm	O	1	1
9315 N OPS SVC ISL 306 Treasury West Door RDR	-	9315 N OPS Service Island IT Rm	R	1	1
9315 N OPS SVC ISL 306 Treasury West Door REX	-	9315 N OPS Service Island IT Rm	I	1	2
9315 N OPS SVC ISL Breakroom DSM	-	9315 N OPS Service Island IT Rm	I	4	3
9315 N OPS SVC ISL Breakroom LOCK	-	9315 N OPS Service Island IT Rm	O	4	3
9315 N OPS SVC ISL Breakroom RDR	-	9315 N OPS Service Island IT Rm	R	4	2
9315 N OPS SVC ISL Camera Power Supply TAMPER	-	9315 N OPS Service Island IT Rm	I	7	2
9315 N OPS SVC ISL LifeSaftey Power Supply A/C Fault	-	9315 N OPS Service Island IT Rm	I	7	7
9315 N OPS SVC ISL LifeSaftey Power Supply System Fault	-	9315 N OPS Service Island IT Rm	I	7	8
9315 N OPS SVC ISL LifeSaftey Power Supply TAMPER	-	9315 N OPS Service Island IT Rm	I	7	6
9315 N OPS SVC ISL Maint Shop DSM	-	9315 N OPS Service Island IT Rm	I	2	3
9315 N OPS SVC ISL Maint Shop LOCK	-	9315 N OPS Service Island IT Rm	O	2	3

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9315 N OPS SVC ISL Maint Shop RDR	-	9315 N OPS Service Island IT Rm	R	2	2
9315 N OPS SVC ISL Maint Shop REX	-	9315 N OPS Service Island IT Rm	I	2	4
9315 N OPS SVC ISL Men`s RR DSM	-	9315 N OPS Service Island IT Rm	I	3	1
9315 N OPS SVC ISL Men`s RR LOCK	-	9315 N OPS Service Island IT Rm	O	3	1
9315 N OPS SVC ISL Men`s RR RDR	-	9315 N OPS Service Island IT Rm	R	3	1
9315 N OPS SVC ISL Rollup Door DSM	-	9315 N OPS Service Island IT Rm	I	7	3
9315 N OPS SVC ISL South Exit DSM	-	9315 N OPS Service Island IT Rm	I	4	1
9315 N OPS SVC ISL South Exit LOCK	-	9315 N OPS Service Island IT Rm	O	4	1
9315 N OPS SVC ISL South Exit RDR	-	9315 N OPS Service Island IT Rm	R	4	1
9315 N OPS SVC ISL Women`s RR DSM	-	9315 N OPS Service Island IT Rm	I	3	3
9315 N OPS SVC ISL Women`s RR LOCK	-	9315 N OPS Service Island IT Rm	O	3	3
9315 N OPS SVC ISL Women`s RR RDR	-	9315 N OPS Service Island IT Rm	R	3	2
9315 N OPS South Serta Gate DSM	Gate Contact	9315 N OPS South Serta Gate MN	I	1	1
9315 N OPS South Serta Gate Exit TRIP	-	9315 N OPS South Serta Gate MN	O	1	3
9315 N OPS South Serta Gate LR RDR	-	9315 N OPS South Serta Gate MN	R	1	2
9315 N OPS South Serta Gate LR TRIP	-	9315 N OPS South Serta Gate MN	O	1	2
9315 N OPS South Serta Gate Ped RDR	-	9315 N OPS South Serta Gate MN	R	1	1
9315 N OPS South Serta Gate Ped TRIP	-	9315 N OPS South Serta Gate MN	O	1	1
9315 N. OPS 101 Lobby West Interior DSM	-	9315 North OPS 1st Flr IDF NN01	I	4	1
9315 N. OPS 101 Lobby West Interior LOCK	-	9315 North OPS 1st Flr IDF NN01	O	4	1
9315 N. OPS 101 Lobby West Interior RDR	-	9315 North OPS 1st Flr IDF NN01	R	4	1
9315 N. OPS 101 Lobby West Interior REX	Motion REX(PIR)	9315 North OPS 1st Flr IDF NN01	I	4	2
9315 N OPS 124 1st Floor IDF Room RDR	9315 N OPS IDF/MDF Room	9315 North OPS 1st Flr IDF NN01	R	1	1
9315 N OPS 130 Signal Parts Door RDR	9315 N OPS 1st Floor	9315 North OPS 1st Flr IDF NN01	R	1	2
9315 N OPS 1st Flr Fire Alarm Input	9135 1st Flr Fire Alarm Input	9315 North OPS 1st Flr IDF NN01	I	7	1
9315 N OPS 1st Flr IDF Dr 124 DPS	9315 N OPS Door Contact	9315 North OPS 1st Flr IDF NN01	I	1	1
9315 N OPS 1st Flr IDF Dr 124 LOCK	9315 N OPS LOCK	9315 North OPS 1st Flr IDF NN01	O	1	1
9315 N OPS 1st Flr IDF Dr 124 REX	9315 N OPS REX	9315 North OPS 1st Flr IDF NN01	I	1	2
9315 N OPS 1st Flr LifeSaftey Power Supply PS01 A/C Fault	9315 Panel Alarm	9315 North OPS 1st Flr IDF NN01	I	7	7

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Exhibit F-2, Reader Boards and Slots

This Exhibit should only be used as a reference list for possible hardware needed for sites on Exhibit F-1. Any item listed that is not included in Exhibit F-1 should be ignored.

9315 N OPS 1st Flr LifeSafety Power Supply PS01 System Fault	9315 Panel Alarm	9315 North OPS 1st Flr IDF NN01	I	7	8
9315 N OPS 1st Flr LifeSafety Power Supply PS01 TAMPER	9315 Panel Alarm	9315 North OPS 1st Flr IDF NN01	I	7	6
9315 N OPS Electronic Repair DPS	9315 N OPS Door Contact	9315 North OPS 1st Flr IDF NN01	I	3	1
9315 N OPS Electronic Repair LOCK	-	9315 North OPS 1st Flr IDF NN01	O	3	1
9315 N OPS Electronic Repair RDR	-	9315 North OPS 1st Flr IDF NN01	R	3	1
9315 N OPS Electronic Repair REX	9315 N OPS REX	9315 North OPS 1st Flr IDF NN01	I	3	2
9315 N OPS FareBox Key Box DPS	9315 N OPS Door Door Contact	9315 North OPS 1st Flr IDF NN01	I	2	3
9315 N OPS FareBox Key Box LOCK	-	9315 North OPS 1st Flr IDF NN01	O	2	3
9315 N OPS Fare Box Key Box RDR	9315 N OPS 1st Floor	9315 North OPS 1st Flr IDF NN01	R	2	2
9315 N OPS FareBox Key Box REX	9315 N OPS REX	9315 North OPS 1st Flr IDF NN01	I	2	4
9315 N OPS Machine Shop Dr DPS	9315 N OPS Door Contact	9315 North OPS 1st Flr IDF NN01	I	2	1
9315 N OPS Machine Shop Dr LOCK	9315 N OPS LOCK	9315 North OPS 1st Flr IDF NN01	O	2	1
9315 N OPS Machine Shop Dr RDR	9315 N OPS 1st Floor	9315 North OPS 1st Flr IDF NN01	R	2	1
9315 N OPS Machine Shop Dr REX	9315 N OPS REX	9315 North OPS 1st Flr IDF NN01	I	2	2
9315 N OPS Machine shop Roll up Dr DSM	-	9315 North OPS 1st Flr IDF NN01	I	7	2
9315 N. OPS OCC Main Entry DSM	-	9315 North OPS 1st Flr IDF NN01	I	4	3
9315 N. OPS OCC Main Entry LOCK	-	9315 North OPS 1st Flr IDF NN01	O	4	3
9315 N. OPS OCC Main Entry RDR	-	9315 North OPS 1st Flr IDF NN01	R	4	2
9315 N. OPS OCC Main Entry REX	-	9315 North OPS 1st Flr IDF NN01	I	4	4
9315 N. OPS OCC MDF Hall DSM	-	9315 North OPS 1st Flr IDF NN01	I	5	1
9315 N. OPS OCC MDF Hall LOCK	-	9315 North OPS 1st Flr IDF NN01	O	5	1
9315 N. OPS OCC MDF Hall RDR	-	9315 North OPS 1st Flr IDF NN01	R	5	1
9315 N. OPS OCC MDF Hall REX	-	9315 North OPS 1st Flr IDF NN01	I	5	2
9315 N. OPS OCC MDF Rear DSM	-	9315 North OPS 1st Flr IDF NN01	I	5	3
9315 N. OPS OCC MDF Rear LOCK	-	9315 North OPS 1st Flr IDF NN01	O	5	3
9315 N. OPS OCC MDF Rear RDR	-	9315 North OPS 1st Flr IDF NN01	R	5	2
9315 N. OPS OCC MDF Rear REX	-	9315 North OPS 1st Flr IDF NN01	I	5	4
9315 N OPS Signal Parts Dr 130 DPS	9315 N OPS Door Contact	9315 North OPS 1st Flr IDF NN01	I	1	3
9315 N OPS Signal Parts Dr 130 LOCK	9315 N OPS LOCK	9315 North OPS 1st Flr IDF NN01	O	1	3

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Exhibit F-2, Reader Boards and Slots

This Exhibit should only be used as a reference list for possible hardware needed for sites on Exhibit F-1. Any item listed that is not included in Exhibit F-1 should be ignored.

9315 N OPS Signal Parts Dr 130 REX	9315 N OPS REX	9315 North OPS 1st Flr IDF NN01	I	1	4
9315 N.OPS 100 Lobby West Exterior DSM	-	9315 North OPS 2nd Flr IDF NN01	I	2	3
9315 N.OPS 100 Lobby West Exterior LOCK	-	9315 North OPS 2nd Flr IDF NN01	O	2	3
9315 N.OPS 100 Lobby West Exterior RDR	-	9315 North OPS 2nd Flr IDF NN01	R	2	2
9315 N.OPS 100 Lobby West Exterior REX	PIR (Motion REX)	9315 North OPS 2nd Flr IDF NN01	I	2	4
9315 N OPS 120B 1st Trans Interior OVHD	-	9315 North OPS 2nd Flr IDF NN01	I	6	6
9315 N OPS 120C 1st Transit Ext OVHD DPS	-	9315 North OPS 2nd Flr IDF NN01	I	7	2
9315 N. OPS 120 Parts Del Herzog West DSM	-	9315 North OPS 2nd Flr IDF NN01	I	4	3
9315 N. OPS 120 Parts Del Herzog West LOCK	-	9315 North OPS 2nd Flr IDF NN01	O	4	3
9315 N. OPS 120 Parts Del Herzog West RDR	-	9315 North OPS 2nd Flr IDF NN01	R	4	2
9315 N. OPS 120 Parts Del Herzog West REX	Motion REX (PIR)	9315 North OPS 2nd Flr IDF NN01	I	4	4
9315 N. OPS 121 Parts Del MV East DSM	-	9315 North OPS 2nd Flr IDF NN01	I	4	1
9315 N. OPS 121 Parts Del MV East LOCK	-	9315 North OPS 2nd Flr IDF NN01	O	4	1
9315 N. OPS 121 Parts Del MV East RDR	-	9315 North OPS 2nd Flr IDF NN01	R	4	1
9315 N. OPS 121 Parts Del MV East REX	Motion REX (PIR)	9315 North OPS 2nd Flr IDF NN01	I	4	2
9315 N. OPS 122 MV Parts Main Door REL	Push Button	9315 North OPS 2nd Flr IDF NN01	I	7	5
9315 N. OPS 122 MV Parts Main DSM	-	9315 North OPS 2nd Flr IDF NN01	I	3	3
9315 N. OPS 122 MV Parts Main LOCK	-	9315 North OPS 2nd Flr IDF NN01	O	3	3
9315 N. OPS 122 MV Parts Main RDR	-	9315 North OPS 2nd Flr IDF NN01	R	3	2
9315 N. OPS 122 MV Parts Main REX	Motion REX (PIR)	9315 North OPS 2nd Flr IDF NN01	I	3	4
9315 N OPS 124 Server RM (1st Trans)	-	9315 North OPS 2nd Flr IDF NN01	I	6	7
9315 N OPS 128 Veolia Field Sups Office DPS	Not Used?	9315 North OPS 2nd Flr IDF NN01	I	6	8
9315 N OPS 130 Ext Veolia Storage DPS	-	9315 North OPS 2nd Flr IDF NN01	I	7	1
9315 N. OPS 151 North Stairs Exterior Dr. DSM	-	9315 North OPS 2nd Flr IDF NN01	I	5	1
9315 N. OPS 151 North Stairs Exterior Dr. LOCK	-	9315 North OPS 2nd Flr IDF NN01	O	5	1
9315 N. OPS 151 North Stairs Exterior Dr. RDR	-	9315 North OPS 2nd Flr IDF NN01	R	5	1
9315 N. OPS 151 North Stairs Exterior Dr. REX	-	9315 North OPS 2nd Flr IDF NN01	I	5	2
9315 N OPS 176 Lube & Compressors	-	9315 North OPS 2nd Flr IDF NN01	I	6	1
9315 N OPS 180F Veolia South Door	-	9315 North OPS 2nd Flr IDF NN01	I	6	4

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Exhibit F-2, Reader Boards and Slots

This Exhibit should only be used as a reference list for possible hardware needed for sites on Exhibit F-1. Any item listed that is not included in Exhibit F-1 should be ignored.

9315 N OPS 191 Veolia Bay #1	-	9315 North OPS 2nd Flr IDF NN01	I	6	2
9315 N OPS 2nd Floor Panic	Not USED?	9315 North OPS 2nd Flr IDF NN01	I	6	5
9315 N. OPS 2nd Flr Lifesaftey Power Supply PS01 A/C LOSS	-	9315 North OPS 2nd Flr IDF NN01	I	7	7
9315 N. OPS 2nd Flr Lifesaftey Power Supply PS01 System FAULT	-	9315 North OPS 2nd Flr IDF NN01	I	7	8
9315 N. OPS 2nd Flr Lifesaftey Power Supply PS01 Tamper	-	9315 North OPS 2nd Flr IDF NN01	I	7	6
9315 N. OPS Main Motorized Gate Fire REL	9315 N. OPS Main Motorized Gate Fire - Gate Release	9315 North OPS 2nd Flr IDF NN01	I	7	4
9315 N. OPS Main Motorized Gate LR RDR	-	9315 North OPS 2nd Flr IDF NN01	R	5	2
9315 N. OPS Main Motorized Gate LR RDR TRIP	-	9315 North OPS 2nd Flr IDF NN01	O	5	3
9315 N. OPS Main Motorized Gate RDR	Island Pedestal Gate Reader	9315 North OPS 2nd Flr IDF NN01	R	1	1
9315 N. OPS Main Motorized Gate REX Guard	Guard Exit Req.	9315 North OPS 2nd Flr IDF NN01	I	1	2
9315 N. OPS Main Motorized Gate TRIP	-	9315 North OPS 2nd Flr IDF NN01	O	1	1
9315 N. OPS North Emergency Exit Gate DPS	-	9315 North OPS 2nd Flr IDF NN01	I	7	3
9315 N. OPS North Emergency Exit Gate LOCK	-	9315 North OPS 2nd Flr IDF NN01	O	1	2
9315 N. OPS Personnel Gate Center DSM ?	-	9315 North OPS 2nd Flr IDF NN01	I	1	3
9315 N. OPS Personnel Gate Center LOCK	-	9315 North OPS 2nd Flr IDF NN01	O	1	3
9315 N. OPS Personnel Gate Center RDR	-	9315 North OPS 2nd Flr IDF NN01	R	1	2
9315 N. OPS Personnel Gate Center REX	-	9315 North OPS 2nd Flr IDF NN01	I	1	4
9315 N. OPS Personnel Gate South LOCK	-	9315 North OPS 2nd Flr IDF NN01	O	2	1
9315 N. OPS Personnel Gate South RDR	-	9315 North OPS 2nd Flr IDF NN01	R	2	1
9315 N. OPS Personnel Gate South REX	-	9315 North OPS 2nd Flr IDF NN01	I	2	2
9513 N OPS 180G East Overhead	-	9315 North OPS 2nd Flr IDF NN01	I	6	3
40 9 9315 N OPS 184 North Bay #4 DPS	-	9315 North OPS 2nd Flr IDF NN02	I	7	4
9315 N. OPS 113 North Electrical Room DSM	-	9315 North OPS 2nd Flr IDF NN02	I	3	1
9315 N. OPS 113 North Electrical Room LOCK	-	9315 North OPS 2nd Flr IDF NN02	O	3	1
9315 N. OPS 113 North Electrical Room RDR	-	9315 North OPS 2nd Flr IDF NN02	R	3	1
9315 N. OPS 113 North Electrical Room REX	Motion REX (PIR)	9315 North OPS 2nd Flr IDF NN02	I	3	2
9315 N OPS 120A Veolia/STS Ext OVHD DPS	-	9315 North OPS 2nd Flr IDF NN02	I	7	1
9315 N OPS 158 STS Northside Mech RM DPS	-	9315 North OPS 2nd Flr IDF NN02	I	7	2
9315 N. OPS 160A Sedan Bays West Door DSM	-	9315 North OPS 2nd Flr IDF NN02	I	1	1

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Exhibit F-2, Reader Boards and Slots

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9315 N. OPS 160A Sedan Bays West Door LOCK	-	9315 North OPS 2nd Flr IDF NN02	O	1	1
9315 N. OPS 160A Sedan Bays West Door RDR	-	9315 North OPS 2nd Flr IDF NN02	R	1	1
9315 N. OPS 160A Sedan Bays West Door REX	-	9315 North OPS 2nd Flr IDF NN02	I	1	2
9315 N. OPS 160B East Sedan Bay Door DSM	-	9315 North OPS 2nd Flr IDF NN02	I	1	3
9315 N. OPS 160B East Sedan Bay Door LOCK	-	9315 North OPS 2nd Flr IDF NN02	O	1	3
9315 N. OPS 160B East Sedan Bay Door RDR	-	9315 North OPS 2nd Flr IDF NN02	R	1	2
9315 N. OPS 160B East Sedan Bay Door REX	-	9315 North OPS 2nd Flr IDF NN02	I	1	4
9315 N. OPS 180B North Bus Bay Door DSM	-	9315 North OPS 2nd Flr IDF NN02	I	2	3
9315 N. OPS 180B North Bus Bay Door LOCK	-	9315 North OPS 2nd Flr IDF NN02	O	2	3
9315 N. OPS 180B North Bus Bay Door RDR	-	9315 North OPS 2nd Flr IDF NN02	R	2	2
9315 N. OPS 180B North Bus Bay Door REX	-	9315 North OPS 2nd Flr IDF NN02	I	2	4
9315 N. OPS 180 Southside Bus Bay Door DSM	-	9315 North OPS 2nd Flr IDF NN02	I	2	1
9315 N. OPS 180 Southside Bus Bay Door LOCK	-	9315 North OPS 2nd Flr IDF NN02	O	2	1
9315 N. OPS 180 Southside Bus Bay Door RDR	-	9315 North OPS 2nd Flr IDF NN02	R	2	1
9315 N. OPS 180 Southside Bus Bay Door REX	-	9315 North OPS 2nd Flr IDF NN02	I	2	2
9315 N OPS 182 North Bay #2 DPS	-	9315 North OPS 2nd Flr IDF NN02	I	7	3
9315 N. OPS 200 Lobby West Exterior DSM	-	9315 North OPS 2nd Flr IDF NN02	I	3	3
9315 N. OPS 200 Lobby West Exterior LOCK	-	9315 North OPS 2nd Flr IDF NN02	O	3	3
9315 N. OPS 200 Lobby West Exterior RDR	-	9315 North OPS 2nd Flr IDF NN02	R	3	2
9315 N. OPS 200 Lobby West Exterior REX	-	9315 North OPS 2nd Flr IDF NN02	I	3	4
9315 N. OPS 200 West Interior Door DSM	-	9315 North OPS 2nd Flr IDF NN02	I	4	1
9315 N. OPS 200 West Interior Door LOCK	-	9315 North OPS 2nd Flr IDF NN02	O	4	1
9315 N. OPS 200 West Interior Door Push Button	Security Bush Button Door Release	9315 North OPS 2nd Flr IDF NN02	I	7	5
9315 N. OPS 200 West Interior Door RDR	-	9315 North OPS 2nd Flr IDF NN02	R	4	1
9315 N. OPS 200 West Interior Door REX	-	9315 North OPS 2nd Flr IDF NN02	I	4	2
9315 N. OPS 225 Conf room to Rail PTC DSM	-	9315 North OPS 2nd Flr IDF NN02	I	5	1
9315 N. OPS 225 Conf room to Rail PTC LOCK	-	9315 North OPS 2nd Flr IDF NN02	O	5	1
9315 N. OPS 225 Conf room to Rail PTC RDR	-	9315 North OPS 2nd Flr IDF NN02	R	5	1
9315 N. OPS 225 Conf room to Rail PTC REX	-	9315 North OPS 2nd Flr IDF NN02	I	5	2

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Exhibit F-2, Reader Boards and Slots

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9315 N. OPS 260 Rail Management DSM	-	9315 North OPS 2nd Flr IDF NN02	I	5	3
9315 N. OPS 260 Rail Management LOCK	-	9315 North OPS 2nd Flr IDF NN02	O	5	3
9315 N. OPS 260 Rail Management RDR	-	9315 North OPS 2nd Flr IDF NN02	R	5	2
9315 N. OPS 260 Rail Management REX	-	9315 North OPS 2nd Flr IDF NN02	I	5	4
9315 N. OPS 261 Rail Management File Rm DSM	-	9315 North OPS 2nd Flr IDF NN02	I	4	3
9315 N. OPS 261 Rail Management File Rm LOCK	-	9315 North OPS 2nd Flr IDF NN02	O	4	3
9315 N. OPS 261 Rail Management File Rm RDR	-	9315 North OPS 2nd Flr IDF NN02	R	4	2
9315 N. OPS 261 Rail Management File Rm REX	-	9315 North OPS 2nd Flr IDF NN02	I	4	4
9315 N OPS 2nd Flr LifeSafety Power Supply A/C LOSS PS02	-	9315 North OPS 2nd Flr IDF NN02	I	7	7
9315 N OPS 2nd Flr Lifesafety Power Supply Sys Fault PS02	-	9315 North OPS 2nd Flr IDF NN02	I	7	8
9315 N OPS 2nd Flr LifeSafety Power Supply TAMPER PS02	-	9315 North OPS 2nd Flr IDF NN02	I	7	6
9315 N OPS 160E STS North Ext Bay Dr DPS	-	9315 North OPS 2nd Flr IDF NN03	I	7	4
9315 N OPS 161 STS West Bay #2 DPS	-	9315 North OPS 2nd Flr IDF NN03	I	7	1
9315 N OPS 163 STS West Bay #4 DPS	-	9315 North OPS 2nd Flr IDF NN03	I	7	2
9315 N OPS 165 STS West Bay #6 DPS	-	9315 North OPS 2nd Flr IDF NN03	I	7	3
9315 N OPS 166 STS East Bay #5 DPS	-	9315 North OPS 2nd Flr IDF NN03	I	7	5
9315 N OPS 174B Tire Shop Bay DPS	Not USED?	9315 North OPS 2nd Flr IDF NN03	I	6	7
9315 N OPS 174C Tire Shop Door DPS	Not USED?	9315 North OPS 2nd Flr IDF NN03	I	6	6
9315 N OPS 180D North East Pit Door DPS	-	9315 North OPS 2nd Flr IDF NN03	I	6	3
9315 N OPS 180H East Door DPS	-	9315 North OPS 2nd Flr IDF NN03	I	6	8
9315 N OPS 186 North Bay #6 DPS	-	9315 North OPS 2nd Flr IDF NN03	I	6	1
9315 N OPS 188 North Bay #8 DPS	-	9315 North OPS 2nd Flr IDF NN03	I	6	2
9315 N OPS 190 North Bay #10 DPS	-	9315 North OPS 2nd Flr IDF NN03	I	6	4
9315 N OPS 192 North Bay #12 DPS	-	9315 North OPS 2nd Flr IDF NN03	I	6	5
9315 N. OPS 213 Skywalk Entry DSM	-	9315 North OPS 2nd Flr IDF NN03	I	2	3
9315 N. OPS 213 Skywalk Entry LOCK	-	9315 North OPS 2nd Flr IDF NN03	O	2	3
9315 N. OPS 213 Skywalk Entry RDR	-	9315 North OPS 2nd Flr IDF NN03	R	2	2
9315 N. OPS 213 Skywalk Entry REX	-	9315 North OPS 2nd Flr IDF NN03	I	2	4
9315 N. OPS 220 Rail PTC Suite RDR	-	9315 North OPS 2nd Flr IDF NN03	R	5	2

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Exhibit F-2, Reader Boards and Slots

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9315 N. OPS 270 Rail Executive Suite DSM	-	9315 North OPS 2nd Flr IDF NN03	I	1	1
9315 N. OPS 270 Rail Executive Suite LOCK	-	9315 North OPS 2nd Flr IDF NN03	O	1	1
9315 N. OPS 270 Rail Executive Suite RDR	-	9315 North OPS 2nd Flr IDF NN03	R	1	1
9315 N. OPS 270 Rail Executive Suite REX	-	9315 North OPS 2nd Flr IDF NN03	I	1	2
9315 N. OPS 271 Human Resources MV Trans DSM	-	9315 North OPS 2nd Flr IDF NN03	I	1	3
9315 N. OPS 271 Human Resources MV Trans LOCK	-	9315 North OPS 2nd Flr IDF NN03	O	1	3
9315 N. OPS 271 Human Resources MV Trans RDR	-	9315 North OPS 2nd Flr IDF NN03	R	1	2
9315 N. OPS 271 Human Resources MV Trans REX	-	9315 North OPS 2nd Flr IDF NN03	I	1	4
9315 N. OPS 285 Dispatch DSM	-	9315 North OPS 2nd Flr IDF NN03	I	4	3
9315 N. OPS 285 Dispatch LOCK	-	9315 North OPS 2nd Flr IDF NN03	O	4	3
9315 N. OPS 285 Dispatch RDR	-	9315 North OPS 2nd Flr IDF NN03	R	4	2
9315 N. OPS 285 Dispatch REX	-	9315 North OPS 2nd Flr IDF NN03	I	4	4
9315 N. OPS 288 BRT Dispatch DSM	-	9315 North OPS 2nd Flr IDF NN03	I	5	1
9315 N. OPS 288 BRT Dispatch LOCK	-	9315 North OPS 2nd Flr IDF NN03	O	5	1
9315 N. OPS 288 BRT Dispatch RDR	-	9315 North OPS 2nd Flr IDF NN03	R	5	1
9315 N. OPS 288 BRT Dispatch REX	-	9315 North OPS 2nd Flr IDF NN03	I	5	2
9315 N. OPS 292A Men`s RR to Fitness Cntr DSM	-	9315 North OPS 2nd Flr IDF NN03	I	3	3
9315 N. OPS 292A Men`s RR to Fitness Cntr LOCK	-	9315 North OPS 2nd Flr IDF NN03	O	3	3
9315 N. OPS 292A Men`s RR to Fitness Cntr RDR	-	9315 North OPS 2nd Flr IDF NN03	R	3	2
9315 N. OPS 292A Men`s RR to Fitness Cntr REX	-	9315 North OPS 2nd Flr IDF NN03	I	3	4
9315 N. OPS 293A Fitness Cntr (North Dr) DSM	-	9315 North OPS 2nd Flr IDF NN03	I	3	1
9315 N. OPS 293A Fitness Cntr (North Dr) LOCK	-	9315 North OPS 2nd Flr IDF NN03	O	3	1
9315 N. OPS 293A Fitness Cntr (North Dr) RDR	-	9315 North OPS 2nd Flr IDF NN03	R	3	1
9315 N. OPS 293A Fitness Cntr (North Dr) REX	-	9315 North OPS 2nd Flr IDF NN03	I	3	2
9315 N. OPS 293 Fitness Cntr (South Dr) DRD	-	9315 North OPS 2nd Flr IDF NN03	R	4	1
9315 N. OPS 293 Fitness Cntr (South Dr) DSM	-	9315 North OPS 2nd Flr IDF NN03	I	4	1
9315 N. OPS 293 Fitness Cntr (South Dr) LOCK	-	9315 North OPS 2nd Flr IDF NN03	O	4	1
9315 N. OPS 293 Fitness Cntr (South Dr) REX	-	9315 North OPS 2nd Flr IDF NN03	I	4	2
9315 N OPS 2nd Flr LifeSafety Power Supply A/C LOSS PS03	-	9315 North OPS 2nd Flr IDF NN03	I	7	7

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Exhibit F-2, Reader Boards and Slots

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9315 N OPS 2nd Flr Lifesafety Power Supply Sys Fault PS03	-	9315 North OPS 2nd Flr IDF NN03	I	7	8
9315 N OPS 2nd Flr LifeSafety Power Supply TAMPER PS03	-	9315 North OPS 2nd Flr IDF NN03	I	7	6
9315 N. OPS 9315 Rail PTC Suite DSM	-	9315 North OPS 2nd Flr IDF NN03	I	5	3
9315 N. OPS 9315 Rail PTC Suite LOCK	-	9315 North OPS 2nd Flr IDF NN03	O	5	3
9315 N. OPS 9315 Rail PTC Suite REX	-	9315 North OPS 2nd Flr IDF NN03	I	5	4
9315 N. OPS 9315 Security Badging DSM	-	9315 North OPS 2nd Flr IDF NN03	I	2	1
9315 N. OPS 9315 Security Badging LOCK	-	9315 North OPS 2nd Flr IDF NN03	O	2	1
9315 N. OPS 9315 Security Badging REX	-	9315 North OPS 2nd Flr IDF NN03	I	2	2
9315 N. OPS Security Badging RDR	-	9315 North OPS 2nd Flr IDF NN03	R	2	1
9315 N. OPS 102 Herzog Parts West DSM	-	9315 North OPS 2nd Flr IDF NN04	I	5	1
9315 N. OPS 102 Herzog Parts West LOCK	-	9315 North OPS 2nd Flr IDF NN04	O	5	1
9315 N. OPS 102 Herzog Parts West Push Button Release	-	9315 North OPS 2nd Flr IDF NN04	I	7	5
9315 N. OPS 102 Herzog Parts West RDR	-	9315 North OPS 2nd Flr IDF NN04	R	5	1
9315 N. OPS 102 Herzog Parts West REX	-	9315 North OPS 2nd Flr IDF NN04	I	5	2
9315 N OPS 162 STS East Bay #1 DPS	-	9315 North OPS 2nd Flr IDF NN04	I	7	2
9315 N OPS 164 STS East Bay #3 DPS	-	9315 North OPS 2nd Flr IDF NN04	I	7	1
9315 N OPS 181 South Bay #1 DPS	-	9315 North OPS 2nd Flr IDF NN04	I	7	3
9315 N OPS 183 South Bay #3 DPS	-	9315 North OPS 2nd Flr IDF NN04	I	7	4
9315 N. OPS 207 Top of North Stairwell DSM	-	9315 North OPS 2nd Flr IDF NN04	I	5	3
9315 N. OPS 207 Top of North Stairwell LOCK	-	9315 North OPS 2nd Flr IDF NN04	O	5	3
9315 N. OPS 207 Top of North Stairwell RDR	-	9315 North OPS 2nd Flr IDF NN04	R	5	2
9315 N. OPS 207 Top of North Stairwell REX	-	9315 North OPS 2nd Flr IDF NN04	I	5	4
9315 N. OPS 240a IT/E.O.C. (North Dr.) DSM	-	9315 North OPS 2nd Flr IDF NN04	I	3	1
9315 N. OPS 240a IT/E.O.C. (North Dr.) LOCK	-	9315 North OPS 2nd Flr IDF NN04	O	3	1
9315 N. OPS 240a IT/E.O.C. (North Dr.) RDR	-	9315 North OPS 2nd Flr IDF NN04	R	3	1
9315 N. OPS 240a IT/E.O.C. (North Dr.) REX	-	9315 North OPS 2nd Flr IDF NN04	I	3	2
9315 N. OPS 240 IT/E.O.C. (South Dr) DSM	-	9315 North OPS 2nd Flr IDF NN04	I	1	1
9315 N. OPS 240 IT/E.O.C. (South Dr) LOCK	-	9315 North OPS 2nd Flr IDF NN04	O	1	1
9315 N. OPS 240 IT/E.O.C. (South Dr) RDR	-	9315 North OPS 2nd Flr IDF NN04	R	1	1

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Exhibit F-2, Reader Boards and Slots

This Exhibit should only be used as a reference list for possible hardware needed for sites on Exhibit F-1. Any item listed that is not included in Exhibit F-1 should be ignored.

9315 N. OPS 240 IT/E.O.C. (South Dr) REX	-	9315 North OPS 2nd Flr IDF NN04	I	1	2
9315 N. OPS 247 IT Office DSM	-	9315 North OPS 2nd Flr IDF NN04	I	3	3
9315 N. OPS 247 IT Office LOCK	-	9315 North OPS 2nd Flr IDF NN04	O	3	3
9315 N. OPS 247 IT Office RDR	-	9315 North OPS 2nd Flr IDF NN04	R	3	2
9315 N. OPS 247 IT Office REX	-	9315 North OPS 2nd Flr IDF NN04	I	3	4
9315 N. OPS 248 MDF 2nd Floor DSM	-	9315 North OPS 2nd Flr IDF NN04	I	4	1
9315 N. OPS 248 MDF 2nd Floor LOCK	-	9315 North OPS 2nd Flr IDF NN04	O	4	1
9315 N. OPS 248 MDF 2nd Floor RDR	-	9315 North OPS 2nd Flr IDF NN04	R	4	1
9315 N. OPS 248 MDF 2nd Floor REX	-	9315 North OPS 2nd Flr IDF NN04	I	4	2
9315 N. OPS 252 Conference Room RDR	-	9315 North OPS 2nd Flr IDF NN04	R	2	1
9315 N. OPS 252 Herzog Engineers Room DSM	-	9315 North OPS 2nd Flr IDF NN04	I	2	1
9315 N. OPS 252 Herzog Engineers Room LOCK	-	9315 North OPS 2nd Flr IDF NN04	O	2	1
9315 N. OPS 252 Herzog Engineers Room REX	-	9315 North OPS 2nd Flr IDF NN04	I	2	2
9315 N. OPS 256 Electrical Closet DSM	-	9315 North OPS 2nd Flr IDF NN04	I	1	3
9315 N. OPS 256 Electrical Closet LOCK	-	9315 North OPS 2nd Flr IDF NN04	O	1	3
9315 N. OPS 256 Electrical Closet RDR	-	9315 North OPS 2nd Flr IDF NN04	R	1	2
9315 N. OPS 256 Electrical Closet REX	-	9315 North OPS 2nd Flr IDF NN04	I	1	4
9315 N. OPS 257 EOC Storage DSM	-	9315 North OPS 2nd Flr IDF NN04	I	2	3
9315 N. OPS 257 EOC Storage LOCK	-	9315 North OPS 2nd Flr IDF NN04	O	2	3
9315 N. OPS 257 EOC Storage RDR	-	9315 North OPS 2nd Flr IDF NN04	R	2	2
9315 N. OPS 257 EOC Storage REX	-	9315 North OPS 2nd Flr IDF NN04	I	2	4
9315 N. OPS 291A Ladies RR to Fitness Cntr DEMN	-	9315 North OPS 2nd Flr IDF NN04	I	4	3
9315 N. OPS 291A Ladies RR to Fitness Cntr LOCK	-	9315 North OPS 2nd Flr IDF NN04	O	4	3
9315 N. OPS 291A Ladies RR to Fitness Cntr RDR	-	9315 North OPS 2nd Flr IDF NN04	R	4	2
9315 N. OPS 291A Ladies RR to Fitness Cntr REX	-	9315 North OPS 2nd Flr IDF NN04	I	4	4
9315 N OPS 2nd Flr LifeSafety Power Supply A/C LOSS PS04	-	9315 North OPS 2nd Flr IDF NN04	I	7	7
9315 N OPS 2nd Flr Lifesafety Power Supply Sys Fault PS04	-	9315 North OPS 2nd Flr IDF NN04	I	7	8
9315 N OPS 2nd Flr LifeSafety Power Supply TAMPER PS04	-	9315 North OPS 2nd Flr IDF NN04	I	7	6
9315 N. OPS 144 Security DSM	-	9315 North OPS 2nd Flr IDF NN05	I	5	1

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9315 N. OPS 144 Security LOCK	-	9315 North OPS 2nd Flr IDF NN05	O	5	1
9315 N. OPS 144 Security RDR	-	9315 North OPS 2nd Flr IDF NN05	R	5	1
9315 N. OPS 144 Security REX	-	9315 North OPS 2nd Flr IDF NN05	I	5	2
9315 N. OPS 160C Herzog NE Door DSM	-	9315 North OPS 2nd Flr IDF NN05	I	5	3
9315 N. OPS 160C Herzog NE Door LOCK	-	9315 North OPS 2nd Flr IDF NN05	O	5	3
9315 N. OPS 160C Herzog NE Door RDR	-	9315 North OPS 2nd Flr IDF NN05	R	5	2
9315 N. OPS 160C Herzog NE Door REX	-	9315 North OPS 2nd Flr IDF NN05	I	5	4
9315 N OPS 180E South Bay CNTR DR DPS	-	9315 North OPS 2nd Flr IDF NN05	I	7	3
9315 N OPS 185 South Bay #5 DPS	-	9315 North OPS 2nd Flr IDF NN05	I	7	1
9315 N OPS 187 South Bay #7 DPS	-	9315 North OPS 2nd Flr IDF NN05	I	7	2
9315 N OPS 189 South Bay #9 DPS	-	9315 North OPS 2nd Flr IDF NN05	I	7	4
9315 N. OPS 225 Rail Conference Rm DSM	-	9315 North OPS 2nd Flr IDF NN05	I	4	3
9315 N. OPS 225 Rail Conference Rm LOCK	-	9315 North OPS 2nd Flr IDF NN05	O	4	3
9315 N. OPS 225 Rail Conference Rm RDR	-	9315 North OPS 2nd Flr IDF NN05	R	4	2
9315 N. OPS 225 Rail Conference Rm REX	-	9315 North OPS 2nd Flr IDF NN05	I	4	4
9315 N. OPS 230 Herzog Admin Suite DSM	-	9315 North OPS 2nd Flr IDF NN05	I	2	1
9315 N. OPS 230 Herzog Admin Suite LOCK	-	9315 North OPS 2nd Flr IDF NN05	O	2	1
9315 N. OPS 230 Herzog Admin Suite RDR	-	9315 North OPS 2nd Flr IDF NN05	R	2	1
9315 N. OPS 230 Herzog Admin Suite REX	-	9315 North OPS 2nd Flr IDF NN05	I	2	2
9315 N. OPS 267 Control Center DSM	-	9315 North OPS 2nd Flr IDF NN05	I	2	3
9315 N. OPS 267 Control Center LOCK	-	9315 North OPS 2nd Flr IDF NN05	O	2	3
9315 N. OPS 267 Control Center RDR	-	9315 North OPS 2nd Flr IDF NN05	R	2	2
9315 N. OPS 267 Control Center REX	-	9315 North OPS 2nd Flr IDF NN05	I	2	4
9315 N. OPS 271A Drug Testing Rm DSM	-	9315 North OPS 2nd Flr IDF NN05	I	4	1
9315 N. OPS 271A Drug Testing Rm LOCK	-	9315 North OPS 2nd Flr IDF NN05	O	4	1
9315 N. OPS 271A Drug Testing Rm RDR	-	9315 North OPS 2nd Flr IDF NN05	R	4	1
9315 N. OPS 271A Drug Testing Rm REX	-	9315 North OPS 2nd Flr IDF NN05	I	4	2
9315 N. OPS 284A Safety Dept DSM	-	9315 North OPS 2nd Flr IDF NN05	I	1	1
9315 N. OPS 284A Safety Dept LOCK	-	9315 North OPS 2nd Flr IDF NN05	O	1	1

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Exhibit F-2, Reader Boards and Slots

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9315 N. OPS 284A Safety Dept RDR	-	9315 North OPS 2nd Flr IDF NN05	R	1	1
9315 N. OPS 284A Safety Dept REX	-	9315 North OPS 2nd Flr IDF NN05	I	1	2
9315 N. OPS 284B Safety from Breakroom DSM	-	9315 North OPS 2nd Flr IDF NN05	I	1	3
9315 N. OPS 284B Safety from Breakroom LOCK	-	9315 North OPS 2nd Flr IDF NN05	O	1	3
9315 N. OPS 284B Safety from Breakroom RDR	-	9315 North OPS 2nd Flr IDF NN05	R	1	2
9315 N. OPS 284B Safety from Breakroom REX	-	9315 North OPS 2nd Flr IDF NN05	I	1	4
9315 N. OPS 289 Rail Dispatch In/Out DSM	-	9315 North OPS 2nd Flr IDF NN05	I	3	1
9315 N. OPS 289 Rail Dispatch in/Out LOCK	-	9315 North OPS 2nd Flr IDF NN05	O	3	1
9315 N. OPS 289 Rail Dispatch in/Out Sounder	Door Forced Sounder	9315 North OPS 2nd Flr IDF NN05	O	3	2
9315 N. OPS 289-Rail Dispatch In RDR	-	9315 North OPS 2nd Flr IDF NN05	R	3	2
9315 N. OPS 289 Rail Dispatch Out RDR	-	9315 North OPS 2nd Flr IDF NN05	R	3	1
9315 N OPS 2nd Flr LifeSafety Power Supply A/C LOSS PS05	-	9315 North OPS 2nd Flr IDF NN05	I	7	7
9315 N OPS 2nd Flr Lifesafety Power Supply Sys Fault PS05	-	9315 North OPS 2nd Flr IDF NN05	I	7	8
9315 N OPS 2nd Flr LifeSafety Power Supply TAMPER PS05	-	9315 North OPS 2nd Flr IDF NN05	I	7	6
9315 N. OPS 144 - Security (Rear) DSM	-	9315 North OPS 2nd Flr IDF NN06	I	4	1
9315 N. OPS 144 - Security (Rear) LOCK	-	9315 North OPS 2nd Flr IDF NN06	O	4	1
9315 N. OPS 144 Security (Rear) RDR	-	9315 North OPS 2nd Flr IDF NN06	R	4	1
9315 N. OPS 144 - Security (Rear) REX	-	9315 North OPS 2nd Flr IDF NN06	I	4	2
9315 N. OPS 147 DMS Sign Lab RDR	-	9315 North OPS 2nd Flr IDF NN06	R	5	2
9315 N. OPS 148 Security Mngr RDR	-	9315 North OPS 2nd Flr IDF NN06	R	5	1
9315 N. OPS 160D Herzog NW Door DSM	-	9315 North OPS 2nd Flr IDF NN06	I	1	3
9315 N. OPS 160D Herzog NW Door LOCK	-	9315 North OPS 2nd Flr IDF NN06	O	1	3
9315 N. OPS 160D Herzog NW Door RDR	-	9315 North OPS 2nd Flr IDF NN06	R	1	2
9315 N. OPS 160D Herzog NW Door REX	-	9315 North OPS 2nd Flr IDF NN06	I	1	4
9315 N. OPS 160 Herzog Roll Up DR DSM	-	9315 North OPS 2nd Flr IDF NN06	I	1	1
9315 N. OPS 160 Herzog Roll Up DR LOCK	-	9315 North OPS 2nd Flr IDF NN06	O	1	1
9315 N. OPS 160 Herzog Roll Up DR RDR	-	9315 North OPS 2nd Flr IDF NN06	R	1	1
9315 N. OPS 160 Herzog Roll Up DR REX	-	9315 North OPS 2nd Flr IDF NN06	I	1	2
9315 N. OPS 222 Rail PTC Storage RDR	-	9315 North OPS 2nd Flr IDF NN06	R	2	2

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9315 N. OPS 224 Rail PTC Mgr DSM	-	9315 North OPS 2nd Flr IDF NN06	I	3	1
9315 N. OPS 224 Rail PTC Mgr LOCK	-	9315 North OPS 2nd Flr IDF NN06	O	3	1
9315 N. OPS 224 Rail PTC Mgr RDR	-	9315 North OPS 2nd Flr IDF NN06	R	3	1
9315 N. OPS 224 Rail PTC Mgr REX	-	9315 North OPS 2nd Flr IDF NN06	I	3	2
9315 N. OPS 268 Small Conf Room DSM	9315 N. OPS	9315 North OPS 2nd Flr IDF NN06	I	3	3
9315 N. OPS 268 Small Conf Room LOCK	9315 N. OPS	9315 North OPS 2nd Flr IDF NN06	O	3	3
9315 N. OPS 268 Small Conf Room RDR	9315 N. OPS	9315 North OPS 2nd Flr IDF NN06	R	3	2
9315 N. OPS 268 Small Conf Room REX	9315 N. OPS	9315 North OPS 2nd Flr IDF NN06	I	3	4
9315 N. OPS 284C OPS to Dispatch DSM	-	9315 North OPS 2nd Flr IDF NN06	I	2	1
9315 N. OPS 284C OPS to Dispatch LOCK	-	9315 North OPS 2nd Flr IDF NN06	O	2	1
9315 N. OPS 284C OPS to Dispatch RDR	-	9315 North OPS 2nd Flr IDF NN06	R	2	1
9315 N. OPS 284C OPS to Dispatch REX	-	9315 North OPS 2nd Flr IDF NN06	I	2	2
9315 N OPS 2nd Flr LifeSafety Power Supply A/C LOSS PS06	-	9315 North OPS 2nd Flr IDF NN06	I	7	7
9315 N OPS 2nd Flr Lifesafety Power Supply Sys Fault PS06	-	9315 North OPS 2nd Flr IDF NN06	I	7	8
9315 N OPS 2nd Flr LifeSafety Power Supply TAMPER PS06	-	9315 North OPS 2nd Flr IDF NN06	I	7	6
9315 N. OPS Rail Management VP Office DSM	-	9315 North OPS 2nd Flr IDF NN06	I	4	3
9315 N. OPS Rail Management VP Office LOCK	-	9315 North OPS 2nd Flr IDF NN06	O	4	3
9315 N. OPS Rail Management VP Office RDR	-	9315 North OPS 2nd Flr IDF NN06	R	4	2
9315 N. OPS Rail Management VP Office REX	-	9315 North OPS 2nd Flr IDF NN06	I	4	4
9315 N. OPS Rail PTC 222 Storage DSM	-	9315 North OPS 2nd Flr IDF NN06	I	2	3
9315 N. OPS Rail PTC 222 Storage LOCK	-	9315 North OPS 2nd Flr IDF NN06	O	2	3
9315 N. OPS Rail PTC 222 Storage REX	-	9315 North OPS 2nd Flr IDF NN06	I	2	4
9513 North OPS Security Office DSM	-	9315 North OPS 2nd Flr IDF NN06	I	5	1
9513 North OPS Security Office LOCK	-	9315 North OPS 2nd Flr IDF NN06	O	5	1
9513 North OPS Security Office REX	-	9315 North OPS 2nd Flr IDF NN06	I	5	2
9513 North OPS Security Office Storage 147 DSM	-	9315 North OPS 2nd Flr IDF NN06	I	5	3
9513 North OPS Security Office Storage 147 LOCK	-	9315 North OPS 2nd Flr IDF NN06	O	5	3
9513 North OPS Security Office Storage 147 REX	-	9315 North OPS 2nd Flr IDF NN06	I	5	4
9315 North OPS Probe Shk Entry RDR	-	9315 North OPS Probe Shack MN	R	1	1

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9315 North OPS Probe Shk Exit RDR	-	9315 North OPS Probe Shack MN	R	1	2
North OPS Probe Shack AC Loss	-	9315 North OPS Probe Shack MN	I	1	3
North OPS Probe Shack DC	-	9315 North OPS Probe Shack MN	I	1	1
North OPS Probe Shack LCK	-	9315 North OPS Probe Shack MN	O	1	1
North OPS Probe Shack Power Supply System Fault	-	9315 North OPS Probe Shack MN	I	1	4
North OPS Probe Shack Tamper	-	9315 North OPS Probe Shack MN	I	1	2
9315 N. OPS Rail Yard IDF DSM	-	9315 North OPS Rail Yard NN01	I	2	1
9315 N. OPS Rail Yard IDF LOCK	-	9315 North OPS Rail Yard NN01	O	2	1
9315 N. OPS Rail Yard IDF RDR	-	9315 North OPS Rail Yard NN01	R	2	1
9315 N. OPS Rail Yard IDF REX	-	9315 North OPS Rail Yard NN01	I	2	2
9315 N. OPS Rail Yard North Warehouse DSM	-	9315 North OPS Rail Yard NN01	I	1	1
9315 N. OPS Rail Yard North Warehouse LOCK	-	9315 North OPS Rail Yard NN01	O	1	1
9315 N. OPS Rail Yard North Warehouse RDR	-	9315 North OPS Rail Yard NN01	R	1	1
9315 N. OPS Rail Yard North Warehouse REX	-	9315 North OPS Rail Yard NN01	I	1	2
9315 N. OPS Rail Yard South Warehouse DSM	-	9315 North OPS Rail Yard NN01	I	1	3
9315 N. OPS Rail Yard South Warehouse LOCK	-	9315 North OPS Rail Yard NN01	O	1	3
9315 N. OPS Rail Yard South Warehouse RDR	-	9315 North OPS Rail Yard NN01	R	1	2
9315 N. OPS Rail Yard South Warehouse REX	-	9315 North OPS Rail Yard NN01	I	1	4
Bike Cage_Highland	-	Bike Cage Highland	R	1	1
Highland_Bike_Cage_DC	-	Bike Cage Highland	I	1	1
Highland_Bike_Cage_lock	-	Bike Cage Highland	O	1	1
Bike Cage_Kramer DC	-	Bike Cage Kramer	I	1	1
Bike Cage_Kramer LCK	Strike	Bike Cage Kramer	O	1	1
Bike Cage_Kramer RDR	-	Bike Cage Kramer	R	1	1
Kramer Back Gate Alarm	-	Bike Cage Kramer	I	1	3
Kramer Back Gate Alarm Power	-	Bike Cage Kramer	O	1	3
Kramer Communication Box	-	Bike Cage Kramer	I	1	2
Bike Cage_Lake Line	-	Bike Cage Lakeline	R	1	1
Lakeline_Bike_Cage_DC	-	Bike Cage Lakeline	I	1	1
Lakeline_Bike_Cage_Lock	-	Bike Cage Lakeline	O	1	1
Bike Cage_MLK	-	Bike Cage MLK	R	1	1
MLK_Bike_Cage_DC	-	Bike Cage MLK	I	1	1
MLK_Bike_Cage_Lock	-	Bike Cage MLK	O	1	1
Bike Cage_Plaza Saltillo	-	Bike Cage Saltillo	R	1	1
Saltillo_Bike_Cage_DC	-	Bike Cage Saltillo	I	1	1
Saltillo_Bike_Cage_Lock	-	Bike Cage Saltillo	O	1	1
Bike Cage_SCTC	-	Bike Cage SCTC	R	1	1

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SCTC_Bike Cage DC	-	Bike Cage SCTC	I	1	1
SCTC_Bike Cage Lock	-	Bike Cage SCTC	O	1	1
Bike Cage_Tech Ridge	-	Bike Cage Techridge	R	1	1
Techridge_Bike_Cage_DC	-	Bike Cage Techridge	I	1	1
Techridge_Bike_Cage_Lock	-	Bike Cage Techridge	O	1	1
DT Alcove Door RDR	Door to enter IT/Electrical/Rail faciitiies	DT Rail Alcove	R	1	1
DT Alcove DPS	Door Position Switch	DT Rail Alcove	I	1	1
DT Alcove LOCK	-	DT Rail Alcove	O	1	1
DT Alcove REX	Rex to exit	DT Rail Alcove	I	1	2
P&R Lakeline Front Door DSM	-	Park & Ride Lakeline Station	I	1	1
P&R Lakeline Front Door LOCK	-	Park & Ride Lakeline Station	O	1	1
P&R Lakeline Front Door RDR	-	Park & Ride Lakeline Station	R	1	1
P&R Lakeline Front Door REX	-	Park & Ride Lakeline Station	I	1	2
P&R Lakeline IDF Security Room DSM	-	Park & Ride Lakeline Station	I	2	3
P&R Lakeline IDF Security Room LOCK	-	Park & Ride Lakeline Station	O	2	3
P&R Lakeline IDF Security Room RDR	-	Park & Ride Lakeline Station	R	2	2
P&R Lakeline IDF Security Room REX	-	Park & Ride Lakeline Station	I	2	4
P&R Lakeline Inner Office Door DSM	-	Park & Ride Lakeline Station	I	1	3
P&R Lakeline Inner Office Door LOCK	-	Park & Ride Lakeline Station	O	1	3
P&R Lakeline Inner Office Door RDR	-	Park & Ride Lakeline Station	R	1	2
P&R Lakeline Inner Office Door REX	-	Park & Ride Lakeline Station	I	1	4
P&R Lakeline Main Entry & Restroom Release	-	Park & Ride Lakeline Station	I	7	1
P&R Lakeline Restroom Door DSM	-	Park & Ride Lakeline Station	I	2	1
P&R Lakeline Restroom Door LOCK	-	Park & Ride Lakeline Station	O	2	1
P&R Lakeline Restroom Door RDR	-	Park & Ride Lakeline Station	R	2	1
P&R Lakeline Restroom Door REX	-	Park & Ride Lakeline Station	I	2	2
P&R Likeline LifeSafety Power Supply TAMPER	-	Park & Ride Lakeline Station	I	7	6
P&R Likeline LifeSaftey Power Supply A/C FAULT	-	Park & Ride Lakeline Station	I	7	7
P&R Likeline LifeSaftey Power Supply System FAULT	-	Park & Ride Lakeline Station	I	7	8
P&R Leander Electrical IDF Room DSM	-	Park & Ride Leander Station	I	2	3
P&R Leander Electrical IDF Room LOCK	-	Park & Ride Leander Station	O	2	3
P&R Leander Electrical IDF Room RDR	-	Park & Ride Leander Station	R	2	2
P&R Leander Electrical IDF Room REX	-	Park & Ride Leander Station	I	2	4
P&R Leander LifeSafety Power Supply TAMPER	-	Park & Ride Leander Station	I	7	6
P&R Leander LifeSaftey Power Supply A/C FAULT	-	Park & Ride Leander Station	I	7	7
P&R Leander LifeSaftey Power Supply System FAULT	-	Park & Ride Leander Station	I	7	8
P&R Leander Main Door DSM	-	Park & Ride Leander Station	I	1	1
P&R Leander Main Door LOCK	-	Park & Ride Leander Station	O	1	1
P&R Leander Main Door RDR	-	Park & Ride Leander Station	R	1	1
P&R Leander Main Door REX	-	Park & Ride Leander Station	I	1	2
P&R Leander Office Door DSM	-	Park & Ride Leander Station	I	1	3
P&R Leander Office Door LOCK	-	Park & Ride Leander Station	O	1	3

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P&R Leander Office Door RDR	-	Park & Ride Leander Station	R	1	2
P&R Leander Office Door REX	-	Park & Ride Leander Station	I	1	4
P&R Leander Restroom Door DSM	-	Park & Ride Leander Station	I	2	1
P&R Leander Restroom Door LOCK	-	Park & Ride Leander Station	O	2	1
P&R Leander Restroom Door RDR	-	Park & Ride Leander Station	R	2	1
P&R Leander Restroom Door REX	-	Park & Ride Leander Station	I	2	2
P&R Leander Station East Panic	-	Park & Ride Leander Station	I	7	2
P&R Leander Station North Panic	-	Park & Ride Leander Station	I	7	3
P&R Leander Station Roof Hatch DSM	-	Park & Ride Leander Station	I	7	1
P&R NLTC Restroom DSM	-	Park & Ride NLTC	I	1	1
P&R NLTC Restroom LOCK	Strike 12 VDC	Park & Ride NLTC	O	1	3
P&R NLTC Restroom RDR	-	Park & Ride NLTC	R	1	1
P&R NLTC Restroom REX	-	Park & Ride NLTC	I	1	2
P&R SCTC Camera Power Supply TAMER	-	Park & Ride SCTC	I	7	1
P&R SCTC Electrical Room DSM	-	Park & Ride SCTC	I	2	3
P&R SCTC Electrical Room LOCK	-	Park & Ride SCTC	O	2	3
P&R SCTC Electrical Room RDR	-	Park & Ride SCTC	R	2	2
P&R SCTC Electrical Room REX	-	Park & Ride SCTC	I	2	4
P&R SCTC Janitor's Closet DSM	-	Park & Ride SCTC	I	2	1
P&R SCTC Janitor's Closet LOCK	-	Park & Ride SCTC	O	2	1
P&R SCTC Janitor's Closet RDR	-	Park & Ride SCTC	R	2	1
P&R SCTC Janitor's Closet REX	-	Park & Ride SCTC	I	2	2
P&R SCTC LifeSafety Power Supply TAMPER	-	Park & Ride SCTC	I	7	6
P&R SCTC LifeSafety Power Supply A/C Fault	-	Park & Ride SCTC	I	7	7
P&R SCTC LifeSafety Power Supply System Fault	-	Park & Ride SCTC	I	7	8
P&R SCTC Men's Restroom DSM	-	Park & Ride SCTC	I	1	1
P&R SCTC Men's Restroom LOCK	-	Park & Ride SCTC	O	1	1
P&R SCTC Men's Restroom RDR	-	Park & Ride SCTC	R	1	1
P&R SCTC Men's Restroom REX	-	Park & Ride SCTC	I	1	2
P&R SCTC Patio Break Area DSM	-	Park & Ride SCTC	I	3	1
P&R SCTC Patio Break Area LOCK	MAG LOCK	Park & Ride SCTC	O	3	1
P&R SCTC Patio Break Area RDR	-	Park & Ride SCTC	R	3	1
P&R SCTC Patio Break Area REX	-	Park & Ride SCTC	I	3	2
P&R SCTC Women's Restroom DSM	-	Park & Ride SCTC	I	1	3
P&R SCTC Women's Restroom LOCK	-	Park & Ride SCTC	O	1	3
P&R SCTC Women's Restroom RDR	-	Park & Ride SCTC	R	1	2
P&R SCTC Women's Restroom REX	-	Park & Ride SCTC	I	1	4
P&R Techridge Back Gate DPS	-	Park & Ride Techridge Station	I	2	3
P&R Techridge Back Gate LOCK	-	Park & Ride Techridge Station	O	2	3
P&R Techridge Back Gate RDR	-	Park & Ride Techridge Station	R	2	2
P&R Techridge LifeSafety Power Supply TAMPER	-	Park & Ride Techridge Station	I	7	6
P&R Techridge LifeSafety Power Supply A/C FAULT	-	Park & Ride Techridge Station	I	7	7
P&R Techridge LifeSafety Power Supply System FAULT	-	Park & Ride Techridge Station	I	7	8
P&R Techridge Main Entry DSM	-	Park & Ride Techridge Station	I	1	1

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Exhibit F-2, Reader Boards and Slots

This Exhibit should only be used as a reference list for possible hardware needed for sites on Exhibit F-1. Any item listed that is not included in Exhibit F-1 should be ignored.

P&R Techridge Main Entry LOCK	-	Park & Ride Techridge Station	O	1	1
P&R Techridge Main Entry RDR	-	Park & Ride Techridge Station	R	1	1
P&R Techridge Main Entry REX	-	Park & Ride Techridge Station	I	1	2
P&R Techridge Mechanical Room DSM	-	Park & Ride Techridge Station	I	2	1
P&R Techridge Mechanical Room LOCK	-	Park & Ride Techridge Station	O	2	1
P&R Techridge Mechanical Room RDR	-	Park & Ride Techridge Station	R	2	1
P&R Techridge Mechanical Room REX	-	Park & Ride Techridge Station	I	2	2
P&R Techridge Security Room DSM	-	Park & Ride Techridge Station	I	1	3
P&R Techridge Security Room LOCK	-	Park & Ride Techridge Station	O	1	3
P&R Techridge Security Room RDR	-	Park & Ride Techridge Station	R	1	2
P&R Techridge Security Room REX	-	Park & Ride Techridge Station	I	1	4
Pavilion IDF DPS	-	Pavilion IDF	I	1	1
Pavilion IDF LOCK	-	Pavilion IDF	O	1	3
Pavilion IDF RDR	-	Pavilion IDF	R	1	1
Pavilion IDF REX	-	Pavilion IDF	I	1	2
R Moya BreakRoom DSM	-	R Moya EBP	I	1	3
R Moya BreakRoom LOCK	-	R Moya EBP	O	1	3
R Moya BreakRoom RDR	-	R Moya EBP	R	1	2
R Moya BreakRoom Rex	-	R Moya EBP	I	1	4
R Moya IDF DSM	-	R Moya EBP	I	1	1
R Moya IDF Lock	-	R Moya EBP	O	1	1
R Moya IDF RDR	-	R Moya EBP	R	1	1
R Moya IDF REX	-	R Moya EBP	I	1	2
R Moya W Restroom DSM	-	R Moya EBP	I	2	1
R Moya W Restroom LOCK	-	R Moya EBP	O	2	1
R Moya W Restroom RDR	-	R Moya EBP	R	2	1
R Moya W Restroom REX	-	R Moya EBP	I	2	2
Weestgate South Restroom REX	-	Westgate NN01	I	2	4
Westgate Backentrance Exit RDR	-	Westgate NN01	R	4	2
Westgate Backgate Entrance DSM	-	Westgate NN01	I	4	1
Westgate_Backgate Entrance LOCK	MAG	Westgate NN01	O	4	1
Westgate Backgate Entrance RDR	-	Westgate NN01	R	4	1
Westgate Backgate Entrance REX	Gate Release Button	Westgate NN01	I	4	2
Westgate DF LOCK	-	Westgate NN01	O	1	1
Westgate Front Gate Entrance DSM	-	Westgate NN01	I	3	1
Westgate Front Gate Entrance LOCK	-	Westgate NN01	O	3	1
Westgate Front Gate Entrance RDR	-	Westgate NN01	R	3	1
Westgate Front Gate Entrance REX	-	Westgate NN01	I	3	2
Westgate Front Gate Exit RDR	-	Westgate NN01	R	3	2
Westgate IDF DSM	-	Westgate NN01	I	1	1
Westgate IDF RDR	-	Westgate NN01	R	1	1
Westgate IDF REX	-	Westgate NN01	I	1	2
Westgate North Restroom DSM	-	Westgate NN01	I	2	1
Westgate North Restroom LOCK	-	Westgate NN01	O	2	1
Westgate North Restroom RDR	-	Westgate NN01	R	2	1
Westgate North Restroom REX	-	Westgate NN01	I	2	2
Westgate South Restroom DSM	-	Westgate NN01	I	2	3
Westgate South Restroom LOCK	-	Westgate NN01	O	2	3

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Exhibit F-2, Reader Boards and Slots

This Exhibit should only be used as a reference list for possible hardware needed for sites on Exhibit F-1. Any item listed that is not included in Exhibit F-1 should be ignored.

Westgate South Restroom RDR	-	Westgate NN01	R	2	2
Westgate Utility Storage DSM	-	Westgate NN01	I	1	3
Westgate Utility Storage LOCK	-	Westgate NN01	O	1	3
Westgate Utility Storage RDR	-	Westgate NN01	R	1	2
Westgate Utility Storage REX	-	Westgate NN01	I	1	4

TAB 12

EXHIBIT H

**AUTHORIZATION OF WORK
PRODUCT**

EXHIBIT H – AUTHORIZATION OF WORK PRODUCT

DESCRIPTION: Backend Physical Access Control System Replacement
CONTRACT NO.: To be determined following contract award

Authority's Contracting Officer (CO)

- A. The CO for administration of this Contract is Sandra Machado
- B. Phone: 512-389-7447
- C. Email: sandra.machado@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 Jeffrey Downey
- B. Phone: 512-369-6249
- C. Email: Jeffrey.downey@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.

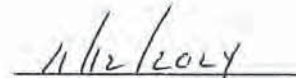
SIGNED and DATED



Contractor – *must sign and return with Offer*

E-SIGNED by Jeffrey Downey

on 2025-02-24 23:58:44 GMT



Date

February 24, 2025

Authority's Project Manager (PM)

E-SIGNED by Sandra Machado

on 2025-02-24 21:49:34 GMT

Date

February 24, 2025

Authority's Contracting Officer (CO)

Date

TAB 13

AMENDMENTS 1 - 3

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

AMENDMENT OF SOLICITATION

1. Request for Proposals (RFP) # 807223	2. AMENDMENT No. 1	3. ISSUED: 10/22/2024
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4. ISSUED BY: Sandra Machado, Contract Administrator	5. NUMBER OF AMENDMENT PAGES: 1
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6. AMENDMENT OF SOLICITATION:

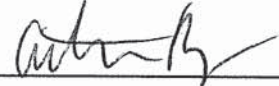
The solicitation identified in Block 1, is hereby amended as described in Block 9. Except as provided herein, all other provisions of the solicitation, as hereto amended, shall remain unchanged and in full force and effect.

7. REQUIREMENT TO ACKNOWLEDGE AMENDMENT:

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 7, of Exhibit C.

8. OFFEROR'S ACKNOWLEDGEMENT OF AMENDMENT:

Name & Title: Arthur Ruiz, Enterprise Rep Signature: 

Offeror: Everon Solutions Date: 11 / 12 / 2024

9. DESCRIPTION OF THE AMENDMENT:

This Amendment is issued to make changes to the above referenced solicitation as detailed below:

1. Refer to Exhibit A, Pricing Schedule. Exhibit A shall be replaced in its entirety with Exhibit A-Revised-1, attached hereto and made a part hereof for all pertinent purposes. Changes are highlighted.
2. Refer to Exhibit E, Contractual Terms and Conditions. Exhibit E shall be replaced in its entirety with Exhibit E-Revised-1, attached hereto and made a part hereof for all pertinent purposes. Changes are highlighted.
3. Refer to Exhibit F, Scope of Work. Exhibit F shall be replaced in its entirety with Exhibit F-Revised-1, attached hereto and made a part hereof for all pertinent purposes. Changes are highlighted.

[END OF AMENDMENT #1]

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

AMENDMENT OF SOLICITATION

1. Request for Proposals (RFP) # 807223	2. AMENDMENT No. 2	3. ISSUED: 10/29/2024
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4. ISSUED BY: Sandra Machado, Contract Administrator	5. NUMBER OF AMENDMENT PAGES: 1
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6. AMENDMENT OF SOLICITATION:

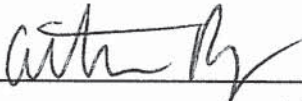
The solicitation identified in Block 1, is hereby amended as described in Block 9. Except as provided herein, all other provisions of the solicitation, as hereto amended, shall remain unchanged and in full force and effect.

7. REQUIREMENT TO ACKNOWLEDGE AMENDMENT:

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 7, of Exhibit C.

8. OFFEROR'S ACKNOWLEDGEMENT OF AMENDMENT:

Name & Title: Arthur Ruiz, Enterprise Signature: 

Offeror: Everon Solutions Date: 11 / 12 / 2024

9. DESCRIPTION OF THE AMENDMENT:

This Amendment is issued to make changes to the above referenced solicitation as detailed below:

1. Refer to Exhibit F-1, Access Control Node Count. Exhibit F-1 shall be replaced in its entirety with Exhibit F-1-Revised-1, attached hereto and made a part hereof for all pertinent purposes. Changes are highlighted.

[END OF AMENDMENT #2]

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

AMENDMENT OF SOLICITATION

1. Request for Proposals (RFP) # 807223	2. AMENDMENT No. 3	3. ISSUED: 12/16/2024
4. ISSUED BY: Sandra Machado, 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 7, of Exhibit C.		
8. <u>OFFEROR'S ACKNOWLEDGEMENT OF AMENDMENT:</u> Name & Title: <u>Arthur Ruiz, Enterprise Rep</u> Signature: <u>Arthur Ruiz</u> Offeror: <u>Everon Solutions</u> Date: <u>12 / 23 / 2024</u>		
9. <u>DESCRIPTION OF THE AMENDMENT:</u> This Amendment is issued to make changes to the above referenced solicitation as detailed below: 1. Refer to <u>Exhibit A-Revised-1, Pricing Schedule</u> . Exhibit A-Revised-1 shall be replaced in its entirety with <u>Exhibit A-Revised-2</u> , attached hereto and made a part hereof for all pertinent purposes. Changes are highlighted. <p style="text-align: center;">[END OF AMENDMENT #3]</p>		