



CONTRACT NO. 500246

(RFQ 808687)

TIPS CONTRACT 240901

THREE (3) FM TRUCKS

CONTRACTOR:

SILSBEE FORD INC.

1211 U.S. HWY 96 N.

SILSBEE, TX 77656

Phone: (409) 659-3831

FAX: NA

AWARD DATE:

July 10, 2025

CONTRACT TERM:

July 10, 2025 THRU July 10, 2026

PRICE:

\$372,169.11

DBE GOAL:

NA%

PROJECT MANAGER:

Telephone #

Email Address

Jorge Flores

(512) 369-6271

Jorge.Flores@CapMetro.org

CONTRACT ADMINISTRATOR:

Telephone #

Email Address

Aaron Bible

(512) 808-8478

Aaron.Bible@CapMetro.org

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

**CONTRACT NO. 500246
(RFQ 808687)**

**THREE (3) FM TRUCKS
(TIPS CONTRACT NO. 240901)**

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TAB 1

EXHIBIT A

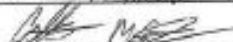
PRICING SCHEDULE

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EXHIBIT A
PRICING SCHEDULE
RFQ 808687

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)	Silsbee Ford Inc.		
Address	1211 U.S. Hwy 96 N.		
City, State, Zip	Silsbee, TX, 77656		
Phone, Fax, Email	409.659.3831	N/A	cmcdonald@Silsbee.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)	Colton McDonald Fleet Sales		
Signature and Date			409.659.3831

2. ACKNOWLEDGEMENT OF AMENDMENTS

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

3. PROMPT PAYMENT DISCOUNT

# of Days	N/A	Percentage
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Note, payment terms are specified in Exhibit E, Contractual Terms and Conditions.

4. SBE OR DBE (choose one) GOAL (TO BE COMPLETED UPON AWARD BY CAPITAL METRO)

The SBE OR DBE (choose one) participation commitment for this contract is the following percentage of the total contract:

NA%

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 Procurement Manager
Signature and Date	E-SIGNED by Danny Solano on 2025-07-10 16:17:52 GMT July 10, 2025

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

Accepted as to:

Exhibit A, Pricing Schedule, Dated 4/11/2025, Section 7, Pricing, Item 1, for a Lump Sum not to exceed amount of \$372,169.11.

6. DOCUMENTS ENCLOSED WITH THE BID

The offeror has enclosed one (1) electronic copy of the following required submittals. Mark X by each box below to indicate that the submittals have been included.

- ☒ **Exhibit A – Pricing Schedule**
- ☒ **Exhibit B – Representations and Certifications**
- ☒ **Exhibit H - Authorization of Work Product**

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

Remainder of page left blank intentionally

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

Signature of Authorized Agent:



Date: 4/11/2025

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
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 _____

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

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 _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

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

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

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

4. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

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

5. COMMUNICATIONS

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

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

Individual's Name	Date/Subject of Communication

(Attach continuation form, if necessary.)

6. CONTINGENT FEE

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

☐ has
☒ has not

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

☐ has
☒ has not

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

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

7. **CODE OF ETHICS**

(a) Statement of Purpose

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

(b) Applicability

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

(c) Standards of Ethical Conduct

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

- (1) Continuously exhibit a desire to serve the public and display a helpful, respectful manner.
- (2) Exhibit and embody a culture of safety in our operations.
- (3) Understand, respect and obey all applicable laws, regulations and Capital Metro policies and procedures both in letter and spirit.
- (4) Exercise sound judgment to determine when to seek advice from legal counsel, the Ethics Officer or others.
- (5) Treat each other with honesty, dignity and respect and will not discriminate in our actions toward others.
- (6) Continuously strive for improvement in our work and be accountable for our actions.
- (7) Transact Capital Metro business effectively and efficiently and act in good faith to protect the Authority's assets from waste, abuse, theft or damage.
- (8) Be good stewards of Capital Metro's reputation and will not make any representation in public or private, orally or in writing, that states, or appears to state, an official position of Capital Metro unless authorized to do so.
- (9) Report all material facts known when reporting on work projects, which if not revealed, could either conceal unlawful or improper practices or prevent informed decisions from being made.
- (10) Be fair, impartial and ethical in our business dealings and will not use our authority to unfairly or illegally influence the decisions of other employees or Board members.

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(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.

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(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)]

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(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.

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- (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:

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(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,

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understand and will comply with Capital Metro's Code of Ethics. New Board Members and employees will receive a copy of the Code and are required to sign this statement when they begin office or at the time of initial employment.

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

8. RESERVED

9. TEXAS ETHICS COMMISSION CERTIFICATION

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

10. TEXAS LABOR CODE CERTIFICATION (CONSTRUCTION ONLY)

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

11. CERTIFICATION REGARDING ISRAEL

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

12. CERTIFICATION REGARDING FOREIGN TERRORIST ORGANIZATIONS

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

13. VERIFICATION REGARDING FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS

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

14. BOYCOTT OF ENERGY COMPANIES PROHIBITED

Pursuant to Chapter 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

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

☐ will
☒ will not

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

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

☐ does
☒ does not

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

(d) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

(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:

SilSbee Ford Inc.

Type/Print Name of Signatory:

Colton McDonald

Signature:



Date:

4/11/2025

TAB 3

EXHIBIT E

**CONTRACTUAL TERMS
AND CONDITIONS**

EXHIBIT E
CONTRACTUAL TERMS AND CONDITIONS
(SUPPLY 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 to the 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) "Bid" means the offer of the bidder, submitted on the prescribed form, stating prices for performing the supplies.
- (f) "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.
- (g) "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.
- (h) "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.
- (i) "Contract Modification" means any changes in the terms or provisions of the Contract which are reduced to writing and fully executed by both parties.
- (j) "Contract Sum" means the total compensation payable to the Contractor under this Contract as originally contracted for or as subsequently adjusted by Contract Modification.
- (k) "Contract Term" means period of performance set forth in the paragraph entitled "Term" contained in Exhibit E.
- (l) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and finding 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.
- (m) "Contractor" means the entity that has assumed the legal obligation to deliver the supplies as identified in the Contract.

- (n) "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.
- (o) "FAR" means the Federal Acquisition Regulations codified in 48 C.F.R. Title 48.
- (p) "FCPA" means the United States Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., as amended.
- (q) "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.
- (r) "FTA" means the Federal Transit Administration.
- (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 performance of the Contract.
- (w) "Project Manager" means the designated individual to act on behalf of CapMetro, to monitor and certify the technical progress of the Contractor's performance under the terms of this Contract.
- (x) "Subcontract" means the contract between the Contractor and its Subcontractors.
- (y) "Subcontractor" means Subcontractors of any tier.
- (z) "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. TYPE OF CONTRACT

This is a fixed unit price contract.

3. TERM

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

4. RESERVED

5. ORDERING

- (a) Any supplies to be furnished under this Contract shall be ordered by issuance of written delivery orders.
- (b) All delivery orders are subject to the terms and conditions of this Contract. In the event of a conflict between an order and this Contract, the Contract shall control.
- (c) Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and the Authority's rights and obligations with respect to that order to the same extent as if the order was completed during the Contract's effective period.

6. DELIVERY

- (a) Delivery shall be made in the quantity and location described in Exhibit F – Specifications.
- (b) Delivery shall be made within one (1) year of the Authority's order issuance.
- (c) Delivery hours are limited to 8:00 a.m. – 5:00 p.m., prevailing local time.
- (d) All deliveries shall be made F.O.B. destination. This term means free of expense to the Authority delivered and laid down in the area indicated by the Authority. The Contractor shall:
 - (1) pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner to assure delivery in good condition and as required by this Contract;
 - (2) prepare and distribute commercial bills of lading;
 - (3) deliver the shipment in good order and condition to the point of delivery specified in the Contract;
 - (4) be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the Authority at the delivery point specified in the Contract;
 - (5) furnish a delivery schedule, insurance package for monetary value, certified tracking number and designate the mode of delivering carrier; and
 - (6) pay and bear all charges to the specified point of delivery.

7. ACCEPTANCE CRITERIA

A review of the Contractor's supplies will be performed by the Authority upon delivery. If any supplies delivered under this contract are deemed incomplete or unacceptable in any way, per Acceptance Criteria referenced in Exhibit F, Paragraph 16, the Authority will require the Contractor to take corrective measures including replacing any supplies at no additional cost to the Authority.

8. 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 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.

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 work for Bodily Injury and Property Damage.

(3) **Workers' Compensation Insurance** providing statutory limits in accordance with the Texas Workers' Compensation Act and/or other State or Federal law as may be applicable to the work being performed under this Contract.

(4) **Employer Liability Insurance** with minimum limits of One Million Dollars and No/100 Dollars (\$1,000,000).

(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 work 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-CONTRIBUTORY 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 work 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 Contract work, 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. 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 Contract 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.

11. 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.

12. CHANGES

(a) The Authority may at any time, by a written order, make changes within the general scope of this Contract in any one or more of the following:

(1) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Authority in accordance therewith;

(2) method of shipment or packing; and

(1) place of delivery.

(b) If any such change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall be modified in

writing accordingly.

(c) Any notice of intent to assert a claim for adjustment under this paragraph must be asserted by the Contractor within thirty (30) days from the date of receipt of the Authority's written order; provided, however, that later notice shall not bar the Contractor's claim if the Contractor can demonstrate that the Authority was not prejudiced by the delay in notification. In no event shall any claim be asserted after final payment.

(d) Failure to agree to any adjustment under this paragraph shall be a dispute concerning a question of fact within the meaning of the disputes paragraph of this Contract. However, nothing in this paragraph shall excuse the Contractor from proceeding with the Contract as changed pending resolution of the dispute.

13. EXTRAS

Except as otherwise provided in this Contract, no payment for extras shall be made unless such extras and the prices therefor have been authorized in writing by the Authority.

14. RESERVED

15. RESERVED

16. PERSONNEL ASSIGNMENTS

The Contractor shall perform the Services in an orderly and professional manner, and shall employ persons skilled and qualified for the performance of the Services assigned to such persons under the Contract. The Authority will have the right to review the experience of each candidate, and approve assignments of the Contractor's personnel. The Contractor certifies that the Contractor has established a criminal history background policy that complies with guidance issued by the U.S. Equal Employment Opportunity Commission and that the Contractor 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 work being performed, considering the risk and liability to the Contractor and the Authority. The Authority reserves the right to require the Contractor 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.

17. EQUITABLE ADJUSTMENTS

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

(a) Upon written request, the Contractor shall submit a proposal, in accordance with the requirements and limitations set forth in this paragraph, for work 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:

(1) 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 work involved to the satisfaction of the Contracting Officer, or his/her authorized representative.

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

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

18. INSPECTION

(a) All supplies (which term throughout this paragraph includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the Authority or its authorized

representative, to the extent practicable, at all times (including the period of manufacture) and places and, in any event, prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract, the Authority shall have the right either to reject those supplies (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Authority, corrected in place by and at the expense of the Contractor promptly after notice and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Authority either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the Authority thereby, or (ii) may terminate this Contract for default as provided in the termination paragraph of this Contract. Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Authority may require the delivery of such supplies at a reduction in price that is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the Disputes paragraph of this Contract.

(c) If any inspection or test is made by the Authority or its authorized representative on the premises of the Authority or a Subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Authority's inspectors in the performance of their duties. If the Authority's inspection or test is made at a point other than the premises of the Contractor or a Subcontractor, it shall be at the expense of the Authority, except as otherwise provided in this Contract; provided, that in case of rejection, the Authority shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Authority shall be performed in such a manner as not to unduly delay the work. The Authority reserves the right to charge to the Contractor any additional cost of the Authority's inspection and test when supplies are not ready at the time such inspection and test is required by the Contract or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the Authority therefor.

(d) The inspection and test by the Authority of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements that may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except for latent defects, fraud, or such gross mistakes as amount to fraud.

19. MATERIALS

All equipment, material, and articles incorporated into the supplies covered by this Contract shall be new and of the most suitable grade for the purpose intended unless otherwise specifically provided in this Contract. If applicable, references in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer is equal to that named in the specifications, unless otherwise specifically provided in this Contract.

20. SUSPENSION OF WORK

(a) The Contracting Officer may order the Contractor in writing to suspend all or any part of the Contract for such period of time as it may determine to be appropriate for the convenience of the Authority.

(b) If the performance of all or any part of the Contract is, for an unreasonable period of time, suspended or delayed by an act of the Contracting Officer in the administration of this Contract, or by its 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. Any adjustment shall be made in accordance with the paragraph entitled "Equitable Adjustments". 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 Contracting Officer 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.

21. RISK OF LOSS OR DAMAGE

Except as otherwise provided in this Contract, the Contractor shall be responsible for the supplies covered by this Contract until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to the Authority at the designated point and prior to acceptance by the Authority or rejection and giving notice thereof by the Authority, the Authority shall be responsible for the loss, destruction of, or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the Authority acting within the scope of their employment. The Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the Authority shall be responsible for the loss, destruction of, or damage to the supplies only if such loss, destruction, or damage results from the gross negligence of officers, agents, or employees of the Authority acting within the scope of their employment.

22. TERMINATION FOR DEFAULT

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

(1) if the Contractor fails to make delivery of the supplies 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 paragraph (a) of this paragraph, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, supplies similar to those so terminated, and the Contractor shall be liable to the Authority for any excess costs for such similar supplies; 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 paragraph.

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

(d) If this Contract is terminated as provided in subparagraph (a), the Authority, in addition to any other rights provided in this subparagraph, may require the Contractor to transfer title and deliver to the Authority in the manner and to the extent directed by the Authority any Manufacturing Materials as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and the Contractor shall, upon direction of the Authority, protect and preserve property in possession of the Contractor in which the Authority has an interest. Payment for completed Manufacturing Materials delivered to and accepted by the Authority

shall be at the Contract price. The Authority may withhold from amounts otherwise due the Contractor for such completed Manufacturing Materials such sum as the Authority determines to be necessary to protect the Authority against loss because of outstanding liens or claims of former lien holders.

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

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

23. TERMINATION FOR CONVENIENCE

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

(b) The Contractor shall incur no further obligations in connection with the terminated orders, and, on the date set forth in the notice of termination, the Contractor will stop work 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 work plus a fair and reasonable profit on such portion of the work (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 price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and Manufacturing Materials under this paragraph, and the Contract price of orders not terminated.

24. 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.

25. 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.

26. INTELLECTUAL; DATA PRIVACY PROPERTY PROVISIONS

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

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

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

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

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

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

(2) where the obtaining of worldwide rights is not reasonably practical or feasible, provide written notice to the Authority of such pre-existing or third party rights or limitations, request the Authority's approval of such pre-existing or third party rights, obtain a limited right and license to use such pre-existing or third-party rights on such terms as may be reasonably negotiated, and obtain the Authority's written approval of such pre-existing or third-party rights and the limited use of same. The Contractor shall provide the Authority with documentation indicating a third party's written approval for the Contractor to use any pre-existing or third-party rights that may be embodied, contained, reserved or reflected in the Works. The Contractor shall indemnify, defend and hold the Authority harmless

from and against any and all claims, demands, regulatory proceedings and/or causes of action, and all losses, damages, and costs (including attorneys' fees and settlement costs) arising from or relating to, directly or indirectly, any claim or assertion by any third party that the Works infringe any third-party rights. The foregoing indemnity obligation shall not apply to instances in which the Authority either:

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

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

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

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

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

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

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

Data in accordance with the Authority's Proprietary Rights and Data Security Addendum, which will be attached as an addendum to the Contract, as applicable.

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

(j) This Section 24 will survive termination or expiration of this Agreement for any reason.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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 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.

32. 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.

33. 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.

34. 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, 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.

35. 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.

36. 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 performance of work or to the products 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.

37. 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,**

FICATION (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.

38. 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.

39. PUBLICITY RELEASES

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

40. 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.

41. MANUFACTURER'S WARRANTY

Any and all standard manufacturer's warranties shall accrue to the benefit of the Authority. The manufacturer's warranties referenced herein shall be in addition to the contractual remedies set forth in this Contract and in addition to any and all other statutory remedies or warranties imposed on the Contractor for the benefit of the Authority.

42. 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 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.

43. 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 work.

(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 were obtainable from other sources;

(2) the Authority ordered the Contractor in writing to purchase these supplies 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.

44. 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 Work 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.

45. 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.

46. ORDER OF PRECEDENCE

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

1. Exhibit A - Pricing Schedule
2. Exhibit E - Contractual Terms and Conditions
3. Exhibit B - Representations and Certifications
4. Exhibit F - Scope of Services
5. Exhibit H – Authorization of Work Product
6. Other provisions or attachments to the Contract including Contractor's cooperative contract

47. 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.

48. 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.

49. 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 F

**SCOPE OF
SPECIFICATIONS**

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT F-1 TECHNICAL SPECIFICATIONS

Section	Requirements
1.0	<u>Scope</u>
1.1	General -These technical specifications define requirements for a heavy-duty facility truck for use in transporting equipment, material, tools, power washing equipment, and supplies to repair or upgrade bus stops. The vehicle will travel in urban stop-and-go traffic as well as suburban and highway traffic patterns. -These specifications shall indicate minimum requirements including all genuine parts, accessories, equipment, and safety features considered standard. -Brand name is only used for establishing a minimum requirement of the component. Wherever a component is called by brand name, the proposer may propose that brand name or an approved equivalent. -If the bidder discovers any errors, omissions, lack of clarity or desires further information about the specifications of his/her bid, the Authority should be contacted immediately.
1.2	Regulations The vehicle, its design, and all its installed components, shall comply with all the applicable Federal Motor Vehicle Safety Standards (FMVSS) , Occupational Safety and Health Administration (OSHA), State and Local Regulations.
1.3	EPA Compliant The vehicle shall meet or exceed US Environmental Protection Agency (EPA) Emissions and fuel consumption standards.
1.4	Life Expectancy The vehicle shall have a minimum life expectancy of 5 years or 100,000 miles, whichever occurs first.
1.5	Recommendation and Best Practices - The bidder shall follow the vehicle manufacturer's recommendations and best practices for the design and installation of non-OEM Components (Original equipment manufacturer - OEM). - The bidder shall follow the installation guidelines of each add-on component.
2.0	<u>CAB AND CHASSIS</u>
2.1	Model Year - The Cab and chassis shall be a 2025 or newer model.
2.2	Cab Type and Exterior Color The vehicle shall have the following feature: - Regular cab (2-Door) - Paint: Standard <u>White</u>
2.3	Wheelbase and Cab to Axle (CA) Length - The wheelbase and CA shall accommodate the flat bed and tuck under lift gate described in section 4 and 7, respectively.
2.4	Gross Vehicle Weight Rating (GVWR) and Gross Axle Weight Rating (GVWR) - The vehicle shall have a minimum GVWR of 15,000 and not to 16,500 Lbs. - The GVWR shall accommodate the design load of the vehicle. - Front and Rear GAWR shall accommodate the design load of the vehicle.
2.5	Powertrain The vehicle shall have the following features: -Gasoline powered -Automatic Transmission -Limited Slip Differential - 2-wheel drive - Dual rear Wheel (DRW)

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT F-1 TECHNICAL SPECIFICATIONS

Section	Requirements
2.6	General The vehicle shall have the following Features: - 4-wheel disc brakes with ABS - Daytime running Lamps - Steering column shall tilt and telescope - 19.5" wheels ("argent" in color or approved equivalent) - Hydro-boost brake assist booster - Drive shaft with safety guards - Five (5) dash mounted Upfitter switches (At a minimum)
2.7	Spare Tire and Jack - Vehicle Shall <u>not be</u> equipped with a spare tire. - Vehicle shall be equipped with an OEM car jack.
2.8	Dual Alternator System -The vehicle shall be equipped with a factory installed <u>dual alternator system</u>.
2.9	Power outlet - The vehicle shall be equipped with an OEM 110VAC dash mounted power outlet.
2.10	Suspension The vehicle shall be equipped with the following features: -Heavy Duty Frame - Heavy Duty Shocks and stabilizer Bar - Independent or solid beam front suspension - Front and Rear Stabilizer Bar -Multi-leaf rear suspension
2.11	Back up Alarm The vehicle shall be equipped with a 97 dba back up alarm that meets SAE J994b.
2.12	Fuel Tank - Fuel tank capacity shall be no less than 40 Gallons.
2.13	Keys - Ignition and doors shall be keyed alike to the same key - Four (4) keys per Vehicle shall be provided
2.14	Windshield and Windows - OEM Standard safety type windows and windshield shall be retained.
2.15	Window Tint -Door Windows shall be equipped with a 3M Crystalline window tint or approved equivalent. The salient characteristics of the 3M window tint are: 51% visible light transmission (VLT); 30% Glare reduction; 68% solar energy reduction; non-metalized. - Net VLT shall not exceed federal and state laws and regulations limits. - Rear window shall be Fixed with privacy glass. In case an OEM privacy glass is not available as an option, 51 % VLT 3M Crystalline window tint shall be installed
2.16	Front Bumper -OEM front bumper on the basic chassis and cab shall be retained
2.17	Front Tow Hooks - Two (2) OEM front tow hooks shall be retained.
2.18	Exterior Mirrors 1. Exterior mirrors shall have the following features: - Manual fold-away power tow mirrors - Heated Flat and Convex mirrors - Mirrors Shall have a black housing with light-emitting diode (LED) marker lights.

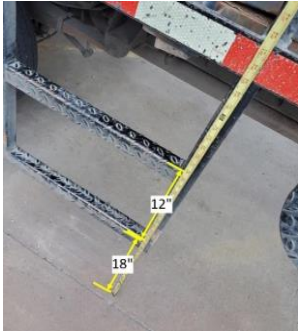
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT F-1 TECHNICAL SPECIFICATIONS

Section	Requirements
2.19	<u>Cab and Chassis OEM Lighting</u> - All exterior lights, excluding the headlights, shall be LED. - OEM standard chassis cab headlights - The cab roof shall be equipped with five (5) amber LED marker/clearance lights.
2.20	<u>Reverse Camera</u> - The vehicle shall be equipped with an OEM back up camera system. - Camera location shall be subjected to approval by the Authority.
2.21	<u>Cab Steps</u> - The vehicle shall be equipped with two (2) diamond safety grating (see figure below) cab steps. Each step shall be properly installed in order to facilitate the entrance of the operator through each door. Final cab steps location shall be subjected to approval by the Authority. - The cab steps shall be securely mounted and adequately supported. It shall not bend, sag, crack, or become loose for the service life of the vehicle of 5 years or 100,000 miles.
3.0	<u>Cab and Chassis Interior</u>
3.1	<u>General</u> - All pinch points, sharp edges, sharp corners, and/or protrusions shall be eliminated for safety reasons - Interior colors for the cab shall be color-coordinated and complimentary to the vehicle's exterior color
3.2	<u>Floor</u> - The vehicle shall be equipped with OEM black vinyl full floor covering
3.3	<u>Seating</u> The vehicle shall have the following features: - Heavy-duty cloth seats - 40/20/40 Slip configuration - Seats shall be color-keyed to the vehicle's interior panels and exterior color
3.4	<u>Seat Belts and Air Bag</u> - The vehicle restraint and Supplementary restrain system shall be OEM.
3.5	<u>Interior Mirror and Sun Visor</u> The vehicle shall have the following features: - Day/night 11.5" rear view mirror - color-coordinated dual sunshades: one for the driver side and one for the front passenger side
3.6	<u>Grab Handles</u> - To assist the driver or the passenger in getting into the cab, heavy duty color coordinated grab handles shall be provided inside the cab. - The grab handles (1 minimum each for driver side and passenger side) shall be mounted securely on the A-Pillar or on upper frame of door opening
3.7	<u>Interior Lighting</u> - Dome light and door lights shall illuminate automatically when either driver door or passenger door is open. A dome light switch shall be provided.
3.8	<u>Heating, Ventilation, and Air Conditioning (HVAC)</u> - Heater and defroster shall be OEM with the maximum British Thermal Unit (BTU) rating available. - High capacity air conditioning shall be provided. OEM in-dash unit shall be supplied with the maximum BTU rating available. - HVAC controls shall be manual type.
3.9	<u>Instrument Panel, Dash, and Other Controls</u> - Power windows, power doors locks, and power mirrors shall be provided.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT F-1 TECHNICAL SPECIFICATIONS

Section	Requirements
4.0	<u>Stake/Flatbed</u>
4.1	General The stake/flatbed shall be built to perform for its intended use at the expected 20,000 miles per year for 5 years in the greater Austin metropolitan area without the deformation or degradation of the structure, or frame that it would cause a failure or removal from service.
4.2	Flatbed 1. The vehicle shall be equipped with a 14' x 96" flatbed with 1/8" treadplate floor. The flatbed shall have the following features: - standard Black using an acrylic enamel - Minimum load capacity of 2,500 Lbs. - Outside stake Pockets on each side and rear of the flatbed. - 3/8" x 2 1/2 " Flat Bar Rub rail on both sides. 2. The height of the platform shall not exceed 43.5".
4.3	Filler Material Filler material used between the OEM chassis and the Flatbed shall have the following characteristics: Impervious to Fluids (water); termite resistant; will not rot, crack or splinter over time.
4.4	Curb Side Steps (Special Build) - The vehicle shall be equipped with steps on the curb side of the bed. Each step shall have non-lip threads. Refer to figure below and figure in section 4.6. The steps shall have a minimum load capacity of 400 Lbs. - The flat bed shall be equipped with two grab handles to facilitate access to the platform through the curb side steps. - Final location and design of the steps shall be subjected to approval by the Authority. 
4.5	Rear Doors/Gates The flatbed shall be equipped with 28" rear doors (see figure below). The curb side door shall swing on two (2) 1/2" pins. The pins shall be secure to the street side door using chains. The street side door shall slide in the rear stake pockets. Both doors shall be equipped with spring latches at each outside end. 

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT F-1 TECHNICAL SPECIFICATIONS

Section	Requirements
4.6	Transverse/Removable Barriers -The vehicle shall be equipped with two (2) removable transverse barriers. Barriers shall be installed as seen in the figure below. - The barriers shall be easily removable. The barriers shall slide in place and be secure with one captive fastener on each end. The barriers shall be 17" in height and have an expanded metal design. -The final design and location of the barriers shall be subjected to approval by the Authority. <u>Component Layout Diagram</u> The diagram illustrates the interior layout of a vehicle with the following components and dimensions: Front of Vehicle: 90 in. wide. Under Bed Box: 60 in. high. Tool Box: 48x36x18 in., 18 in. wide. 270 Gallons: Storage area. Hot Water HydroTEK: Heating unit. Inlet Filter: Located below the Hot Water unit. Removable Barrier: 20.00 in. high. One (1) 90 in. Tool Box: Ladder on top of the Toll box, + Broom, shovel, and Leaf Rake. Tuck Under Lift Gate: TOMMY GATE TKT-80-25 TP50. Steps: Located at the front and rear of the vehicle. Dimensions: 168 in. (total height), 82 in. (height to barrier), 78 in. (width to barrier), 90 in. (width to tool box), 12 in. (width to lift gate), and 19 in. (height to steps).

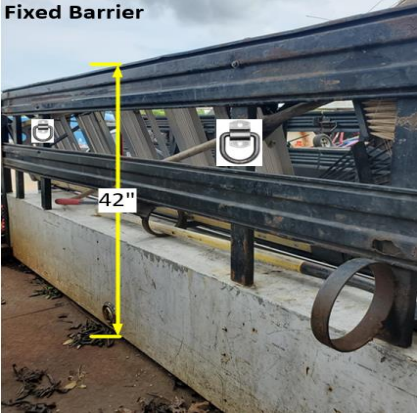
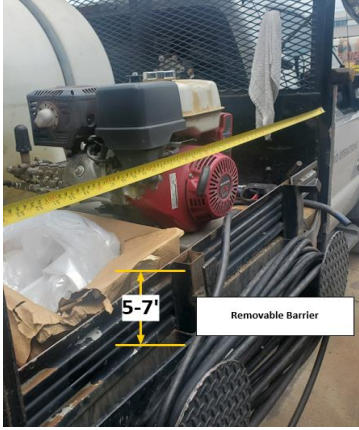
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT F-1 TECHNICAL SPECIFICATIONS

Section	Requirements
4.7	Left Side Slat Barrier -The left side of the stake bed shall be equipped with a removable stake barrier (See figure below for reference). -The removable barrier shall be 42" in height and shall be at least 90" in length. -Final design of the barrier shall be subject to approval by the Authority.
4.8	Square Post Rack - Vehicle shall be equipped with brackets to secure two (2) 2" x 2" x 90" square tubing on the inside of the left barrier. Operator shall be able to slide and secure the poles without stepping on the platform.
4.9	Right Side Slat Barriers - The right side of the flat bed shall be equipped with a fix (see figure below) and a removable barrier. -The fixed barrier shall be installed on top of the 90" curb side toolbox as seen in figure below. The barrier shall extend the length of the toolbox. The top edge of the barrier shall not exceed 42" from the platform. The Fixed barrier shall be equipped with two D-rings rated at minimum of 4,000 lbs. (See figure below). -The removable barrier shall extend from the headboard to the 90" toolbox. The barrier shall be 5 -7" in height. -The design of the barriers shall be subject to approval by the authority.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT F-1 TECHNICAL SPECIFICATIONS

Section	Requirements
	  NOTE: Figure above is only to show the removable barrier.
4.10	Ladder and Broom Rack -Vehicle shall be equipped with a rack to store the following items: 60" Broom, 60" shovel, and 60" leaf rake. The rack shall be installed on the outside of the right fixed barrier. The rack shall hold the items in place during normal vehicle operation. Rack installation and design shall be subject to approval by the authority. The vendor shall provide a 60" broom, a 60" shovel and a 60" leaf rake. -The vehicle shall be equipped with a ladder rack. The ladder rack shall be installed on the outside of the right fixed barrier and shall accommodate a 6 ft step ladder. The rack installation and design shall be subjected to approval of the authority. The vendor shall provide a 6ft step ladder.
4.11	Miscellaneous - The flatbed shall be equipped 2" DOT reflective tape across both rub rails and rear end of the flatbed. - The flatbed shall be equipped with flush mounted marker and clearance lights. - The vehicle shall be equipped with 3 mud flaps with anti-sail brackets. Two mud flaps shall be installed behind the rear wheels and the third mud flap shall be installed behind the pressure washer reel.
5.0	Toolboxes
5.1	General - Each vehicle shall have a unique key for the toolboxes. All tool boxes installed on the vehicle shall be keyed alike to the same key. - Four (4) toolbox keys per Vehicle shall be provided. All tool boxes installed on the vehicle shall be from the same manufacturer.
5.2	Topsider Toolboxes -The vehicle shall be equipped with one (1) 90"x13"x16" (+/- 2") toolbox. The toolbox shall have the following features: black powder coated inside and out; drill resistant lock core, three-point latching system, Drip rail, D-ring at the back of the boxes to secure material. There shall be a 1" "air gap" between the 90" toolbox and the flatbed. The 90" Toolbox shall be installed as seen in the "Component Layout Diagram" (Refer to section 4.6). -The vehicle shall be equipped with one (1) 48"x36"x18" (+/- 2") toolbox. The toolbox shall have the following features: black powder coated inside and out; drill resistant lock core, Drip rail, and 2 adjustable shelves. There shall be a 1" "air gap" between the 48" toolbox and the flatbed. The 48" Toolbox shall be installed as seen in the "Component Layout Diagram" (Refer to section 4.6).

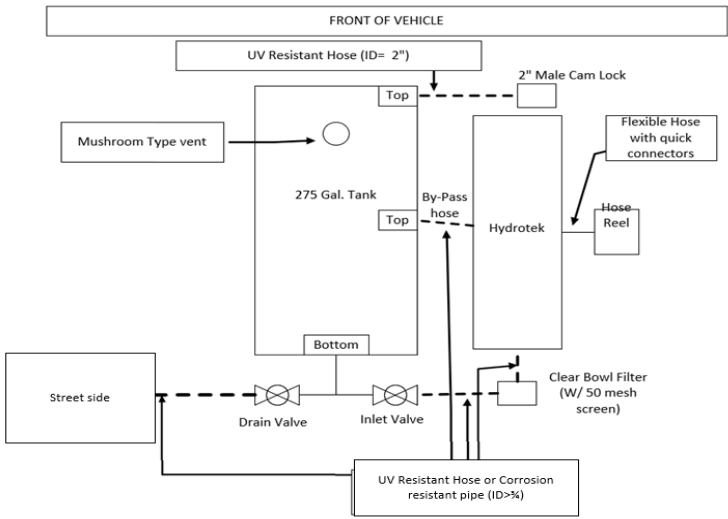
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT F-1 TECHNICAL SPECIFICATIONS

Section	Requirements
5.3	Underbody Toolboxes -The vehicle shall be equipped with one (1) 60"x18"x18 toolbox (+/- 2"). The toolbox shall have the following features: black powder coated inside and out; drill resistant lock core. -The vehicle shall be equipped with one (1) 36"x18"x18 toolbox (+/- 2"). The toolbox shall have the following features: black powder coated inside and out; drill resistant lock core. - Underbody toolboxes shall be installed as seen in the "Component Layout Diagram" (Refer to section 4.6). - The underbody toolbox installation shall allow enough access to remove and install components mounted on top of the bed.
6.0	<u>Power Washer Equipment</u>
6.1	General - Power washer equipment shall consist of a water supply tank, a gasoline powered pressure washer assembly with electric start, plumbing to connect the two components and ancillary components to aid in pressure washing procedures. - The power washing system shall comply with Underwriters Laboratories UL 1776 standards and all applicable federal, state, and local laws, regulations, and ordinances.
6.2	Water Tank - The vehicle shall be equipped with a 270-gallon rectangular tank for water supply to the power washer pump. - Final tank location shall be subject to approval by the Authority.
6.3	Power Washer The vehicle shall be equipped with a hydrotek hot water pressure washer system (P# SS35006HG) or approved equivalent. Salient characteristics of the Hydrotek are: Gasoline powered; tip rack; 5.5 GPM and 3,500 PSI belt driven General pump; 688 cc Honda engine; 8-gallon gasoline tank; 8-gallon diesel tank; adjustable thermostat; lifetime coil warranty; 12-v diesel burner. <u>The vendor shall relocate the powerwasher ignition fuse to the curb side of the vehicle. The Ignition fuse location shall be subject to approval by the Authority.</u>
6.4	Power Washer System Installation The power washer and tank shall be mounted on a Frame. The frame shall be equipped with forklift lift slots to easily remove the unit from the curb side of the vehicle. The frame shall be protected against corrosion unless inherently corrosion resistant. The power washer system shall be bolted to the bed as seen in the "Component Layout Diagram" (Refer to section 4.6). The power washer system shall be designed to allow the removal of the system by one person and under 30 minutes. - Final location shall be subjected to approval by the Authority. -The vehicle's 12-volt battery system shall be used to power the pressure Washer. Electrical starting circuit wiring for the pressure washer assembly shall be protected by a circuit breaker rated for the current draw of the starter motor. A battery quick connect/disconnect wire harness shall be used to easily remove the power washer system (see figure below for reference). A constant duty relay shall be used to prevent the vehicle's battery to drain overnight. 
6.5	Power Washer Engine and Pump oil Drain hose - The power washer engine and Water pump shall be equipped with a 10" oil drain hose.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

EXHIBIT F-1 TECHNICAL SPECIFICATIONS

Section	Requirements
6.6	Hose Reel The pressure washer system shall be equipped with a THPL-N-375 Cox reel or approved equivalent. The salient characteristics of the THPL-N-375 Cox reel are: extra-large chassis with dual pedestal-style arms; retractable hose mechanism; Non-corrosive stainless steel spring; 75-ft hose rated up to 5,000 psi; hose rated for temperatures up to 250°F; hose guide.
6.7	Hose Reel Installation - Reel shall be install under the bed as seen in the "Component Layout Diagram" (Refer to section 4.6). Final location of the reel shall be subject to approval by the authority.
6.9	Inlet Filter -The power washer system shall be equipped a clear bowl inlet filter with a 50-mesh screen between the tank and the pump. All plumbing and filter shall be properly secured to the skid (Refer to section 4.6). Final location of the inlet filter shall be subject to approval by the authority.
6.10	Plumbing -The power washing system shall be equipped a drain and inlet valve as seen in the schematic/Pictures below. The valves shall be corrosion resistant. <u>The drain vale shall be a Gate style valve. The vendor shall supply an adapter with a camlock connection at the end of the drain valve, enabling direct drainage of water to the ground, as shown in the image below.</u> - Clear UV-resistant hose shall be used to feed the pump and to drain the tank and shall be at least ¾ [in] ID. The Tank & Pressure washer shall be interconnected as seen on the schematic and pictures below. - The tank shall be equipped with a 2-3" mushroom style vent. - The pressure washer by-pass hose shall be routed to the top of the tank. - Valves and Filter shall be securely mounted on the pressure washer system frame.
	Hose Routing Diagram 

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EXHIBIT F-1 TECHNICAL SPECIFICATIONS

Section	Requirements
	  FIGURE 1. Tanks & Pressure Washer Interconnection FIGURE 2. Drain Adaptor and Hose
6.11	Trigger Gun - The pressure washer system shall be equipped with a 48-inch-long trigger gun. - The vehicle shall be equipped with a minimum of 5 quick connect spray tips. The set of 5 (five) tips shall include 0°, 15°, 25°, 40°, and 60° at a minimum. - The vendor shall design and install a bracket to store the trigger gun. The bracket shall be installed close to the hot water system. The final location of the trigger gun bracket shall be subject to approval by the authority.
6.12	Filling Port - The system shall be equipped with a PT Maxi-Dry MD20A or approved equivalent. The salient characteristics of the MD20A are: EPDM water resistant O-ring; aluminum housing; 2" NPT thread; dry break camlock design. - The cam lock shall be connected to the top of the tank using a clear non-collapsible UV resistant hose. The hose shall be 2" in diameter (I.D). The cam lock shall be securely mounted on the pressure washer frame.
6.13	High Pressure Hose Adapter The vehicle shall be equipped with an adapter to evacuate water from the hose reel using compressed air. One end of the adaptor shall have the same fitting as the outlet of the pressure washer pump. The other end of the adaptor shall have a ¼" NTP male air tool fitting. The adapter shall be securely mounted on the pressure washer skid. The Final location of the fitting shall be subject to approval by the Authority.
7.0	Lift Gate
7.1	Tuck Under Lift Gate 1. The vehicle shall be equipped with a Tommy gate TKT-80-25 TP50 or approved equivalent. The salient characteristics of the TKT-80-25 TP50 are: tuck under style lift gate; Minimum Usable loading area of 50 [In] x 80 [IN]; Minimum load capacity of 2,500 Lbs.; Torsion springs to provide effortless platform operation; Loading rubber dock bumper.
7.2	Side steps and Threshold Plate - Lift gate shall be equipped a threshold threaded plate. - Threaded side steps and a grab handle shall be installed at the ends of the threshold plate. The steps and grab handle shall facilitate access to the platform.

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EXHIBIT F-1 TECHNICAL SPECIFICATIONS

Section	Requirements
7.3	Miscellaneous 1. The lift gate Toggle Switch shall be Installed on the Rear-Curb side of the vehicle and within reach of the operator. 2. A Cut-off solenoid is not required. 3. The license plate shall not hit the ground during operation the lift gate.
8.0	<u>Emergency and Safety Equipment</u>
8.1	Fire Extinguisher 1. The vehicle shall be equipped with a Fire extinguisher with the following features: - Dry chemical type, multipurpose, class ABC, 5 lb., rechargeable with gauge, UL approved fire extinguisher. 2. The fire extinguisher shall be bracket mounted securely on the forward right side of the headboard. A heavy-duty rubber strap bracket shall be used. Final location subject to approval by the Authority.
8.2	Traffic Cones - The vehicle shall be equipped with at least three (3) collapsible traffic cones. - The cones shall be 28" in height with white reflective collars. - Final location of the traffic cones shall be subject to approval by the Authority.
8.3	Caution Decal 1. The vehicle shall be equipped with a 30"x 20" caution sign as seen in the figure below. The sign shall have the following features: - Aluminum backing with reflective yellow background (3M Diamond Grade). - Black lettering. - Message "THIS TRUCK MAKES FREQUENT STOPS" 2. The sign shall be mounted on the rear right door described in section 4.5. 3. The sign shall meet OSHA 1910.145
9.0	<u>Light Bar, Strobe Lights and Work Lights</u>
9.1	Light Bar 1. The Vehicle shall be equipped with a <u>54"</u> long 12+ Ecco Series lightbar or approved equivalent. - Salient Characteristics of the 12+ Ecco Series are: Safety Director flash patterns; Aluminum chassis; 54" long; amber LED lights at the rear; amber LED lights at the front; SAE J845 Compliant; Stop and Turn signal LED lights; 5-year warranty; stop&turn lights; two rear facing worklights; clear cover. 2. The light bar shall be bracket mounted to the headboard. 3. Lightbar's Stop/Turn lights shall operate in conjunction with vehicle's stop/turn lights.

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EXHIBIT F-1 TECHNICAL SPECIFICATIONS

Section	Requirements
9.2	Work Lights 1. The vehicle shall be equipped with three (3) 12,00 lumens LED work lights each with sealed harness. - The 1st and 2nd light shall be installed at the top ends of the headboard. The location of the 3rd work light shall be determined during the “First Production Run” inspection(refer to section 14.1). Final location of the lights shall be subject to approval by the authority. 2. Curb side work lights shall be controlled by a single upfitter switch. The switch shall be label “CS Work Lights.” 3. Street side work light shall be controlled by a single upfitter switch. The switch shall be label “SS Work Lights.”
9.3	Strobe Lights - The vehicle shall be equipped two (2) backlit flashing, linear high-intensity LED grill lights (driver’s side - amber / passenger side - amber). - The vehicle shall be equipped two (2) backlit flashing, linear high-intensity LED rear lights (driver’s side - amber / passenger side - amber). The lights shall be installed at the rear end of the flatbed. Final location of the lights shall be subject to approval by the authority.
9.4	Warning Lights Controller 1. The vehicle shall be equipped with a soundoff ETCMP801 multi-purpose controller or approved equivalent. - Salient Characteristics of the 801 controller are: Back lit rubber touch buttons; Fully programmable buttons in ON/OFF or momentary switch mode; Eight button programming and directional arrow function. 2. The controller shall power the light bar and all the LED lights described in section 9.3. The controller shall be programmed to activate the traffic director functions of the lightbar. Button B8 shall be programmed to activate the light bar and LED lights. The programming of the controller shall be finalized during the first production run inspection (refer to 14.1). 3. The controller shall be mounted to the center console using Velcro. The Vendor shall store excess wiring close to the controller in case there is a need to relocate the controller. Final location of the controller shall be subject to approval by the authority.
9.5	Ignition Cut-off - The lights bar, Flashing (non-OEM), and working lights shall only operate with the ignition in the “ON” position.
10.0	<u>Inverter</u>
10.1	1000- Watt Inverter 1. The vehicle shall be equipped with a Xantrex (813-1000-UL) XPower 1000-watt inverter or approved equivalent. - The salient characteristics of the Xantrex inverter are: meets SAE J1455 and UL 458; overload and over temperature shutdown; over voltage protection; low voltage cut-out; low voltage alarm; modified Sine Wave Inverter
10.2	Installation - Inverter shall be installed in a well-ventilated area inside the cab. -The inverter shall be wired to the vehicle’s 12-volt system. Black split wire loom shall be used to protect the 12-Volt side of the system. The 12-Volt wiring shall be secured every 24 inches. -The System shall be equipped with a continuous duty relay and a resettable circuit breaker. The Relay shall close the circuit only with the ignition in the “ON” position.

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EXHIBIT F-1 TECHNICAL SPECIFICATIONS

Section	Requirements
10.3	Receptacle - Two 120-volt outlets shall be wired from the inverter to the inside 36" toolbox. A watertight conduit shall be used. The electrical conduit shall be routed as to not be subject to contact water. Conduit shall be secured every 24 inches. A watertight fitting shall be used to avoid water intrusion in the toolbox. The receptacle shall be Ground-Fault Circuit Interrupter (GFCI) NEMA 4-20 type. Receptacle shall be labeled "Battery Charger Only".
11.0	Accessories
11.1	Spray Bottle Rack - The vehicle shall be equipped with a Heavy-Duty Spray Bottle Rack as seen in figure below. The rack shall accommodate five (5) spray bottles. Location of the bottle rack shall be determined during the "First Production Run" Inspection (see section 14.1). - The vehicle shall be equipped with at least 5 commercial spray bottles. 
12.0	Warranty
12.1	General -Warranties offered may exceed but shall not be less than either the mileage or time requirements listed in this document. Offerors are to include copies of the warranties being offered with their offer. The offered price is to include the cost of all warranties offered. -There shall be a single point of contact for warranty claims, parts, and maintenance information on all parts, components, and systems of the whole vehicle. The vendor or contractor shall maintain a Warranty Representative, with contact information, who shall have the responsibility of ensuring that all warranty repairs and claims are expedited and cleared, and all requests for parts and maintenance information are promptly addressed.
12.2	Cab and Chassis Warranty - Chassis and cab manufacturer's bumper to bumper warranty shall be for 3 years or 36,000 whichever occurs first.
12.3	Cab and Chassis Corrosion warranty - Chassis manufacturer's corrosion warranty shall be for 5 years with unlimited miles.
12.4	Powertrain Warranty -Powertrain warranty shall be for 5 years or 60,000 miles whichever occurs first.
12.5	Vehicle Restraint warranty -Safety restraint system warranty shall be for 5 years or 60,000 miles whichever occurs first.
12.6	Add-on Components - Warranty -The bidder shall furnish a copy of the manufacturer's standard warranty on major accessories such as stake/flatbed, lightbar, power washer motor, power washer assembly, water supply tank, Inverter, toolboxes, lift gate, and strobe lights at the time of delivery.

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EXHIBIT F-1 TECHNICAL SPECIFICATIONS

Section	Requirements
12.7	Start of Warranty Period - The warranty period shall begin when the vehicle is placed into service.
13.0	<u>Workmanship</u>
13.1	Workmanship throughout the vehicle shall conform to the highest standard of commercial accepted practice for class work and shall result in a neat and finished appearance. The design of the flatbed and equipment that the manufacturer proposes to furnish must be such as to provide a vehicle of substantial and durable construction in all respects.
13.2	Welding procedures, welding materials and qualifications of operators shall be in accordance with standards of the American Society of Testing Materials and the American Welding Society. All welds visible to the public shall be ground smooth after the welding to present a smooth, workmanlike appearance. Where metal is welded to metal, the contact surface shall be free of scale, grease and paint.
13.3	All areas of construction where dissimilar materials are in contact shall be protected by a gasket or protective layer of sealing compound.
13.4	All exposed surfaces and edges shall be smooth, free from burrs and other projections, and shall be neatly finished.
13.5	All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted.
13.6	All hoses supplied in assembling the unit described in these specifications shall have temperature and pressure ratings in excess of maximum operating temperature and pressures of fluid or materials being transferred.
13.7	All exposed metal surfaces shall be painted or shall be corrosion resistant
13.8	All working fluids shall be OEM approved.
14.0	<u>Miscellaneous Requirements</u>
14.1	"First Production Run" Inspection -The bidder shall schedule the "First Production Run inspection" after the completion of the first vehicle. The "First production Run inspection" is to approve the final design and verify compliance of these specifications before construction of the remaining vehicles. The inspection shall be conducted at the upfitter's facility. The bidder and the authority shall be present during the inspection. The Authority reserves the right to relocate components or change the design where the components are mounted.
14.2	Production Schedule -The vendor shall be required to give a firm production delivery schedule at the time of receipt of the first purchase order. Update on a monthly basis shall be required.
14.3	Testing -The vehicle shall be thoroughly inspected and tested during construction to ensure all equipment is installed and operating properly. Tests shall be performed to ensure that the completed vehicle is watertight, road worthy, corrosion resistant (where applicable), fume proof and all fluids are per specifications. Vendor shall certify that vehicle passed all tests.

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EXHIBIT F-1 TECHNICAL SPECIFICATIONS

Section	Requirements
14.4	Pre-Delivery Servicing The vehicle and the optional equipment furnished shall be completely serviced and conditioned prior to delivery. All equipment shall be completely installed, and adjustments shall be made which are required to prepare the vehicle and its equipment for immediate and continuous operation upon delivery. Pre- delivery servicing shall include as a minimum the following: - Adjust and aim headlights - Check engine performance - Check electrical, braking, and suspension systems - Check the Cold Cracking Amps (CCA) rating of the battery against the manufacturer's specifications - The vehicle shall be properly aligned in accordance with the chassis manufacturer's recommended specifications for the caster, camber, toe and tracking. The alignment shall be performed with full working fluids (water tank, vehicle's fuel tank, and pressure washer's fuel tank). -The pressure washer system shall have no water leaks when operational and shall have minimal water restrictions before the pressure washer assembly. -The vehicle's wheels shall be dynamically balanced. - Complete lubrication of vehicle and ancillary components (Lubricate all grease points) - Check oil level on the following components: vehicle's crankcase, power washer motor, pressure washer water pump, and transmission. - Interior and exterior of the vehicle shall be in a pristine condition. - Perform State Inspection / affix sticker to windshield - Upon delivery to the Authority: The vehicle and power washer motor shall have a fuel tank of fuel.
14.5	Literature 1. The following literature shall accompany the delivered vehicle. A digital copy of all support literature shall be supplied to the Authority. Should on-line literature or manuals be the only ones available, instead of digital or hard copy, on-line subscriptions for the Authority shall be provided and paid by the vendor or Contractor for a period of 5 years after date of vehicle acceptance. -Owner/Operator Manual for vehicle and other optional equipment (1 copy each) - A comprehensive Maintenance and inspection schedule and instructions for vehicle and all optional equipment (1 copy each) - A wiring diagram of all components installed, both original and added, shall be furnished (1 copy each). - A detailed part list of all added components to the cab and chassis shall be furnished. - Safety Manual describing operator "do's" and "don'ts" for safe vehicle operation (1 copy each). -Certificate of Origin -Odometer Disclosure Statement
14.6	Vendor/Dealer Decal Advertisements -Vehicle manufacturer may have brand name on vehicle, i.e. Ford model, Dodge model, Chevrolet model, etc. -Authorized dealers of the vehicle manufacturers will not be permitted to attach their decals/advertisement, of any type, to the vehicle either inside or outside. - Authorized conversion manufacturers/secondary vendor may attach one (1) decal of a size no larger than 3" x 5" to flatbed curbside area. No other vendor decals/advertisement will be permitted elsewhere on the vehicle, inside or outside. No vendor printed license plates will be permitted. No vendor decals will be permitted to cover up holes on the interior or exterior of vehicle.
15.0	Vehicle Delivery
15.1	General The contractor shall be responsible for delivery of vehicles to the Authority. The vehicles may be shipped or driven. If driven, the vehicles shall be operated within suggested "break-in" limits of the chassis manufacturer. It shall be the vendor's responsibility to carry the appropriate amount of insurance coverage for vehicle while in transport and up to the time the vehicle is deemed acceptable.

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EXHIBIT F-1 TECHNICAL SPECIFICATIONS

Section	Requirements
15.2	Address and delivery Time -Vendor shall give the Authority a minimum of 24-hour notice prior to intended delivery so appropriate arrangements can be made. Deliveries may only be made Monday through Friday from 8:00 AM to 3:00 PM, except legal holidays, to the following address: <u>Capital Metropolitan Transportation Authority</u> <u>2910 East Fifth Street</u> <u>Austin, TX 78702</u>
16.0	<u>Vehicle Inspection and Acceptance</u>
16.1	Inspection and Acceptance - The Authority will perform a cursory inspection upon delivery of the vehicle to ensure no damage was incurred during transport. It shall be the responsibility of the manufacturer to correct deficiencies noted during the receipt inspection and to make all repairs required. When required by the Authority If required, it shall be the responsibility of the successful vendor to have the vehicle transported to an authorized service representative in Austin, Texas to correct deficiencies noted during the receipt inspection. - Acceptance will be made by the Authority after the vehicle has been thoroughly inspected and tested and the vehicle is ready to be placed into service. No acceptance of the vehicle shall be made until all repair work is completed and the vehicle is found to meet all required specifications. Acceptance shall be made within 30 days of delivery unless repairs cannot be completed within that time frame. - Once the vehicle is inspected and meets all required specifications, the Authority will authorize release of payment to the Manufacturer.
17.0	<u>REFERENCE PHOTOS</u>
17.1	The follow photos show a vehicle with the same specifications as described above. 

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EXHIBIT F-1 TECHNICAL SPECIFICATIONS

Section	Requirements
	
	

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Section	Requirements
	
	

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
EXHIBIT F-1 TECHNICAL SPECIFICATIONS**

Section	Requirements
	

TAB 5

EXHIBIT H
AUTHORIZATION
OF WORK
PRODUCT

EXHIBIT H – AUTHORIZATION OF WORK PRODUCT

DESCRIPTION: Three (3) FM Trucks
CONTRACT NO.: To be determined following contract award

Authority's Contracting Officer (CO)

- A. The CO for administration of this Contract is Aaron Bible.
B. Phone: 512-808-8478
C. Email: Aaron.Bible@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 Jorge Flores.
B. Phone: 512-369-6271
C. Email: Jorge.Flores@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

4/11/2025
Date

to be signed by the Authority following contract award
Authority's Project Manager (PM)

Date

to be signed by the Authority following contract award
Authority's Contracting Officer (CO)

Date