



CONTRACT NO. 500338

(RFP 813701)

DEMAND RESPONSE OVERFLOW SERVICES

CONTRACTOR:

Big Star Transit, LLC
6060 Nc Expressway
Dallas, Texas 75206
773-908-3170
lbiggers@bigstartransit.com

AWARD DATE:

June 22, 2026

CONTRACT TERM:

July 9, 2026 through July 8, 2029

PRICE:

\$6,314,258.38

PROJECT MANAGER:

Randy Slaughter
512-612-7613
Randy.Slaughter@capmetro.org

CONTRACT ADMINISTRATOR:

Sean Wighaman
512-369-6243
Sean.Wighaman@capmetro.org

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



CONTRACT 500338

(RFP 813701)

DEMAND RESPONSE OVERFLOW SERVICES

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EXHIBIT A-REVISED-1**PRICING SCHEDULE****RFP 813701****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)	Big Star Transit, LLC		
Address	6060 Nc Expressway		
City, State, Zip	Dallas, TX 75206		
Phone, Fax, Email	773-908-3170		lbiggers@bigstartransit.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)	Larry Biggers Jr, Chief Revenue Officer		
Signature and Date			5/22/2026

2. ACKNOWLEDGEMENT OF AMENDMENTS

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

3. PROMPT PAYMENT DISCOUNT

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

4. CAPMETRO'S ACCEPTANCE (TO BE COMPLETED UPON AWARD BY CAPMETRO)

CapMetro hereby accepts this offer.

Authorized Agent Name and Title (Printed)	Muhammad Abdullah, C.P.M. Vice President Procurement & Chief Contracting Officer		
Signature and Date	E-SIGNED by Muhammad Abdullah on 2026-07-09 21:36:31 GMT		July 09, 2026
Accepted as to:	All items specified in Section 6.A. BASE PERIOD, CONTRACT YEAR 1, 6.B. BASE PERIOD, CONTRACT YEAR 2, and 6.C. BASE PERIOD, CONTRACT YEAR 3, in a total contract amount not to exceed \$6,314,258.38.		

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

5. DOCUMENTS ENCLOSED WITH THE PROPOSAL

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

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

- ☒ ~~Exhibit A – Pricing Schedule (signed PDF and Excel format)~~
- ~~Exhibit B – Representations and Certifications~~
- ~~Exhibit C-1 – Exceptions and Assumptions Form (if applicable)~~
- ~~Contract Delivery Requirement List (CDRL) – Delivery Requirements with Proposal (all plans listed)~~
- ~~Firm Financial Data, as described in Exhibit C, Contents of Proposal~~

Email Delivery of Proposal: Proposals should be submitted via email with the subject heading clearly identified as **RFP 813701 - Demand Response Overflow Services**, to the email addresses below:

procure.help@capmetro.org

with a courtesy copy (cc) to:

sean.wighaman@capmetro.org

- ☒ **Exhibit A-Revised-1, Pricing Schedule (Signed PDF and Excel Formats)**

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

Remainder of page intentionally left blank.

Signature of
Authorized Agent:



Date: 5/22/2026

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

For further information regarding Exhibit A, you may:

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

OR

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

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

EXHIBIT B

REPRESENTATIONS AND CERTIFICATIONS

(LOCALLY FUNDED SUPPLY/SERVICE/CONSTRUCTION CONTRACTS)

MUST BE RETURNED WITH THE OFFER

1. TYPE OF BUSINESS

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

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

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

Texas

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:

N/A

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 Larry Biggers Jr. CRO [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. CERTIFICATION OF PROPOSED PRICING

The Offeror certifies that the pricing offered in Exhibit A - Pricing Schedule, as amended, is exclusive of any sales tax.

5. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(a) The Offeror certifies to the best of the offeror's knowledge and belief, that it and its principals:

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

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

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

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

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

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

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

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

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

6. COMMUNICATIONS

(a) All oral and written communications with CapMetro 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 CapMetro's procurement system. If competition cannot be resolved through normal communication channels, CapMetro'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 CapMetro employee or other representative of CapMetro's (including Board Members, CapMetro contractors or consultants), except as described below:

Individual's Name	Date/Subject of Communication

(Attach continuation form, if necessary.)

7. 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.

8. CODE OF ETHICS- CAPMETRO POLICY

(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 CapMetro's assets from waste, abuse, theft or damage.
- (8) Be good stewards of Capital Metro's reputation and will not make any representation in public or private, orally or in writing, that states, or appears to state, an official position of Capital Metro unless authorized to do so.

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

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

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

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

(d) Roles and Responsibilities

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

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

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

(1) Anonymous Fraud Hotline – Internal Audit

(2) Anonymous Online Ethics Reporting System

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

(4) Safety Hotline

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

(e) Ethical Business Transactions

Section 1. Impartiality and Official Position

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

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

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

Capital Metro will not enter into a contract with a business in which a Board Member or employee or a Family Member of a Board Member or employee as defined in Section 8 has a Substantial Interest except in case of emergency as

defined in the Acquisition Policy PRC-100 or the business is the only available source for essential goods and services or property.

(2) No Board Member or employee shall:

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

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

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

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

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

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

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

Section 2. Employment and Representation

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

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

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

Section 3. Gifts

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

No Board Member or employee shall:

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

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

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

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

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

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

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

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

Section 4. Business Meals and Functions

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

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

Section 5. Confidential Information

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

No Board Member or employee shall:

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

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

Section 6. Financial Accountability and Record Keeping

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

A Board Member or employee shall:

- (1) Not falsify a document or distort the true nature of a transaction.
- (2) Properly disclose risks and potential liabilities to appropriate Capital Metro staff.
- (3) Cooperate with audits of financial records.
- (4) Ensure that all transactions are supported by accurate documentation.
- (5) Ensure that all reports made to government authorities are full, fair, accurate and timely.
- (6) Ensure all accruals and estimates are based on documentation and good faith judgment.

Section 7. Conflict of Interest

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

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

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

Disclosure

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

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

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

Definitions

- (1) A Local Government Officer is defined by Tex. Loc. Govt. Code § 176.001(4). A Local Government Officer is:
 - (i) A member of the Board of Directors;
 - (ii) The President/CEO; or
 - (iii) A third party agent of Capital Metro, including an employee, who exercises discretion in the planning, recommending, selecting or contracting of a vendor.
- (2) A Family Member is a person related within the first degree by consanguinity or the second degree by affinity as defined by Tex. Govt. Code, Ch. 573.

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

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

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

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

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

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

Section 9. Duty to Report and Prohibition on Retaliation

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

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

Section 10. Penalties for Violation of the Code of Ethics

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

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

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

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

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

Section 11. Miscellaneous Provisions

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

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

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

9. RESERVED

10. TEXAS ETHICS COMMISSION CERTIFICATION

In accordance with Section 2252.908, Texas Government Code, upon request of CapMetro, 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 CapMetro with the original signed and notarized document prior to the time CapMetro 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.

11. 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 CapMetro prior to the time the Subcontractor performs any work on the Project.

12. 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.

13. 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.

14. 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.

15. 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 CapMetro.

16. CRITICAL INFRASTRUCTURE PROHIBITION

Pursuant to Chapter 2275 of Texas Government Code, Contractor certifies that, if this Contract or any contract between Contractor and CapMetro 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.

17. 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.

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

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

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

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

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

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

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

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

(1) It

- ☒ will
☐ will not

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

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

- ☒ does
☐ does not

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

(c) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

19. 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 CapMetro may have, CapMetro may terminate the contract for default and/or recommend that the offeror be debarred or suspended from doing business with CapMetro in the future.

(b) The offeror shall provide immediate written notice to CapMetro 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 CapMetro 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.

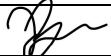
Name of Offeror:

Big Star Transit, LLC

Type/Print Name of Signatory:

Tanya Biggers

Signature:



Date:

4/20/2026

**EXHIBIT E
CONTRACTUAL TERMS AND CONDITIONS
(SERVICES CONTRACT)**

1. DEFINITIONS

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

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

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

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

concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, and (vi) all documentation and materials related to any of the foregoing.

2. FIXED PRICE CONTRACT

- (a) This is a fixed price Contract for the Services specified and stated elsewhere in the Contract.
- (b) This is an indefinite-quantity Contract for the Services specified and stated elsewhere in the Contract. The Service quantities specified are estimates only and are not purchased by this Contract.
- (c) This indefinite delivery, indefinite quantity Contract is subject to the following minimum/maximum paragraph:
 - (1) Minimum order. CapMetro will order a minimum of \$1,000 in services under this Contract.
 - (2) Maximum order. CapMetro will order a maximum not to exceed the total dollar amount of this Contract.
- (d) There is no limit to the number of orders that may be placed under this Contract.
- (e) The quantities provided by CapMetro on the Schedule are estimates used as a basis for Contract Award and are, therefore, not hereby purchased under the Contract.

3. TERM

The term of the Contract shall be three (3) years from the Contract notice to proceed. No Services shall be performed under this Contract prior to issuance of a Notice to Proceed.

4. OPTION TO EXTEND CONTRACT TERM

CapMetro shall have the unilateral right and option to extend the Contract for up to two (2) option periods for a twelve (12) month duration each at the option prices set forth in Exhibit A - Pricing Schedule upon written notice to the Contractor.

5. ADDITIONAL OPTION TO EXTEND CONTRACT PERFORMANCE

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

6. RESERVED

7. INVOICING AND PAYMENT

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

Accounts Payable
Capital Metropolitan Transportation Authority
2910 East 5th Street
Austin, Texas 78702

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

and shall conform to policies or regulations adopted from time to time by CapMetro. 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 CapMetro under the terms of the Contract;
 - (4) evidence of the acceptance of the supplies or Services by CapMetro per Exhibit F, Scope of Services requirements; 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) Contractor should submit an invoice to CapMetro on a monthly basis, preferably no later than the 5th business day of each calendar month, for all work that was accepted during the preceding month. Each invoice must reference the applicable acceptance documentation and clearly identify the dates and scope of work performed. Failure to submit timely invoices may result in a delay of payment.
- (d) 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.
- (e) In the event an overpayment is made to the Contractor under this Contract or CapMetro discovers that CapMetro has paid any invoices or charges not authorized under this Contract, CapMetro may offset the amount of such overpayment or unauthorized charges against any indebtedness owed by CapMetro to the Contractor, whether arising under this Contract or otherwise, including withholding payment of an invoice, in whole or in part, or CapMetro 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 CapMetro within thirty (30) calendar days of the date of the written notice of such overpayment or such other period as CapMetro may agree. CapMetro 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.
- (f) **Release of Payment Claims by Contractor.** The final invoice submitted by Contractor shall be accompanied by a complete and legally effective release of CapMetro from all known and unknown payment claims relating to the Contract on a form provided by CapMetro. Contractor's acceptance of final payment constitutes a waiver of all known or unknown payment claims against CapMetro related to the Contract, other than those specifically accepted in the General Release of Claims Form.

8. RESERVED

9. ACCEPTANCE CRITERIA

A review of the Contractor's Services will be performed by the Authority upon delivery. If any Services performed or supplies provided under this Contract are deemed incomplete or unacceptable in any way, the Authority will require the Contractor to take corrective measures at no additional cost to the Authority.

10. INSURANCE

- (a) The Contractor shall furnish proof of CapMetro-stipulated insurance requirements specified below.
- (b) All insurance policies shall be primary and non-contributing with any other valid and collectible insurance or self-insurance available to CapMetro and shall contain a contract waiver of subrogation in favor of CapMetro.
- (c) The Contractor shall furnish to CapMetro certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies.

- (d) Prior to the expiration of a certificate of insurance, a new certificate of insurance shall be furnished to CapMetro showing continued coverage.
- (e) Each policy shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to CapMetro and CapMetro shall be named as an Additional Insured under each policy except Professional Liability insurance if required by this Contract.
- (f) All insurance policies shall be written by reputable insurance company or companies acceptable to CapMetro 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.
- (g) The Contractor shall notify CapMetro 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.
- (h) The below requirements only represent the minimum coverage acceptable to CapMetro 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 CapMetro.
- (i) The Contractor shall carry and pay the premiums for insurance of the types and in the amounts stated below.
- (1) **Commercial General Liability Insurance** Coverage with limits of not less than One Million and No/100 Dollars (\$1,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage.
- (2) **Automobile Liability Insurance** covering all owned, hired and non-owned automobiles used in connection with work with limits not less than One Million and No/100 Dollars (\$1,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage.
- (3) **Statutory Workers' Compensation Insurance** coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million and No/100 Dollars (\$1,000,000).
- (4) **Umbrella Liability Insurance** coverage with limits not less than Five Million and No/100 Dollars (\$5,000,000).
- (5) All policies shall include Terrorism coverage.
- (j) 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.
- (k) 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 CapMetro, its directors, officers, employees, agents, successors and assigns, and CapMetro's insurance companies arising out of any claims for injury(ies) or damages resulting from the Services performed by or on behalf of the Contractor under this Contract and/or use of any CapMetro premises or equipment under this Contract.
- (l) 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 CapMetro by way of a Certificate of Insurance before any part of the Contract work is started.

(m) 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, CapMetro 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.

(n) 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 CapMetro with copies of such Certificates of Insurance. No delay in the Services caused by the Contractor's enforcement of its Subcontractor's insurance requirements shall be excusable delay in the Contract. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an ADDITIONAL INSURED on the Contractor's policies.

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

(p) 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.

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

11. PERFORMANCE OF SERVICES BY THE CONTRACTOR

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

12. REMOVAL OF ASSIGNED PERSONNEL

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

13. REPRESENTATIONS AND WARRANTIES

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

14. INDEPENDENT CONTRACTOR

The Contractor's relationship to CapMetro 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 CapMetro. 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 CapMetro by virtue of this Contract. The Contractor shall pay wages, salaries and other amounts due its employees in connection

with this Agreement and shall be responsible for all reports and obligations respecting them, such as Social Security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. COMPOSITION OF CONTRACTOR

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

16. SUBCONTRACTORS AND OUTSIDE CONSULTANTS

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

17. ACCESS REQUIREMENTS TO INDIVIDUALS WITH DISABILITIES

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101, et seq. and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Architectural Barriers Act of 1968, as amended 42 U.S.C. § 4151, et seq; and the following regulations and any amendments thereto, as applicable:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (g) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (h) If FTA is the funding Federal Agency, FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609;
- (i) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (j) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (k) If FTA is the funding Federal Agency, FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- (l) Other Federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

18. OPERATIONS SERVICE CONTRACTS

If this is an operational service contract, the Contractor agrees to the following and agrees to include the substance of this clause in each subcontract that may involve operating public transit services:

(a) Charter Service Operations. The Contractor agrees to comply with 49 U.S.C. § 5323(d), 5323(r), and 49 C.F.R. Part 604. The Contractor is prohibited from providing charter service using federally funded equipment or facilities if there is at least one (1) private charter operator willing and able to provide the service, except under one of the specified exceptions. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation; and

(b) School Bus Operations. Pursuant to 49 U.S.C. § 5323(f) and 49 C.F.R. Part 605, the Contractor may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities.

19. EQUITABLE ADJUSTMENTS

(a) If the Contractor's performance of the Services is increased or decreased by a Change Order that changes the scope, nature, or timing of the Services, the Contractor may be entitled to an equitable adjustment in the Contract Price, performance schedule, or both. Such adjustments shall be limited to the actual, reasonable, and necessary costs or time impacts directly attributable to CapMetro.

(b) The Contractor shall provide written notice to CapMetro Contracting Officer within thirty (30) calendar days after the Contractor first became aware, or reasonably should have become aware, of the event giving rise to the potential adjustment. The notice must describe the general nature of the change, the impact on performance, and the estimated amount of time involved. Failure to provide timely notice shall constitute a waiver of the Contractor's right to an equitable adjustment.

(c) Within sixty (60) calendar days after the date of notice under subsection (b), the Contractor shall submit a detailed written proposal, including: (i) a narrative of the facts supporting the request; (ii) the specific contract requirement affected; (iii) all costs and schedule impacts, supported by cost data, payroll records, equipment logs, and other relevant documentation; and (iv) a proposed adjustment amount and/or schedule. CapMetro may request additional documentation.

(d) Within fifteen (15) business days of CapMetro's receipt of a properly supported proposal, CapMetro and Contractor will meet to negotiate in good faith to determine an equitable adjustment.

(e) No adjustment shall be allowed for: (i) any cost or delay resulting from the Contractor's fault, negligence, or failure to perform in accordance with the Contract; (ii) changes or conditions that are the result of the Contractor's means, methods, or management of operations; (iii) foreseeable or ordinary fluctuations in labor, fuel, or material costs; (iv) events for which the Contractor has assumed risk under other provisions of this Contract.

(f) The execution of a written modification incorporating the equitable adjustment shall constitute the Contractor's full and final settlement of all claims, direct or indirect, arising from or related to the event or change giving rise to the adjustment.

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

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

The Contractor shall provide to CapMetro a copy of Contractors' and Subcontractors' latest audited financial statements, which may include Contractor's balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements, as well as Contractor's most current 10-K, if applicable, throughout the term of the

Contract. The audited financial statements shall be provided annually. The financial statements shall be provided to CapMetro within ninety (90) calendar days from the end of Contractor's fiscal period. For instance, if Contractor's fiscal period ends each December 31st, then the financial statements shall be provided to CapMetro no later than March 31st of the following year. CapMetro, at its' discretion, may accept unaudited financial reports.

21. **PERSONNEL ASSIGNMENTS**

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

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

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

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

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

(3) National Sex Offender Registry

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

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

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

Offense Type	Action Required
Crimes Against the Person (other than sex crimes)	
Felony	Submit to CapMetro for review if less than 10 years from date of release from confinement
Class A or B Misdemeanor	Submit to CapMetro for review if less than 7 years from date of conviction
Class C Misdemeanor	Submit to CapMetro for review if less than 5 years from date of conviction
Crimes Against the Person - Sex Crimes/Registered Sex Offenders	

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

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

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

- (1) The nature and gravity of the offense or conduct;
- (2) The degree of harm caused by the offense or conduct;
- (3) The time that has elapsed since the conviction or completion of probation or jail time;
- (4) The nature of the job sought, including the job duties, environment, and level of supervision;
- (5) Any incorrect criminal history;
- (6) Wrongful identification of the person;
- (7) The facts and circumstances surrounding the offense or conduct;
- (8) The number of offenses for which the candidate was convicted;
- (9) The subsequent conviction for another relevant offense;
- (10) The age of the person at the time of conviction or completion of probation or jail time;

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

- (12) The length and consistency of employment history before and after the conviction in a similar field as the current position sought;
- (13) Rehabilitation efforts, e.g., education, treatment, training;
- (14) Employment or character references and any other information regarding fitness for the particular position;
- (15) Whether the person is bonded or licensed under any federal, state or local program or any licensing authority;
- (16) The person's statement of the circumstances surrounding the offense and conviction and relevant factors is consistent with publicly available record related to the crime and conviction; and
- (17) Any other factors deemed relevant in the consideration of a particular assessment.

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

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

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

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

22. BADGES AND ACCESS CONTROL DEVICES

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

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

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

23. CHANGES

(a) CapMetro may, at any time, by written order, make changes within the general scope of the Contract in the Services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any Services under this Contract, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this paragraph must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under the Contract.

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

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

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a Change Order.

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

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

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

24. TERMINATION FOR DEFAULT

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

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

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

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

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

(d) If this Contract is terminated as provided in subparagraph (a), CapMetro, in addition to any other rights provided in this subparagraph, may require the Contractor to transfer title and deliver to CapMetro in the manner and to the extent directed by CapMetro 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 CapMetro, protect and preserve property in possession of the Contractor in which CapMetro has an interest. Payment for completed Manufacturing Materials delivered to and accepted by CapMetro shall be at the Contract price. CapMetro may withhold from amounts otherwise due the Contractor for such completed Manufacturing Materials such sum as CapMetro determines to be necessary to protect CapMetro 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 CapMetro 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 CapMetro 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.

25. TERMINATION FOR CONVENIENCE

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

(b) After receipt of the notice of termination, and except as directed by the Contracting Officer, the Contractor will immediately: (i) stop providing Services as specified in the notice; (ii) place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Contract; (iii) terminate all subcontracts or orders to the extent they relate to the work terminated; (iv) assign to CapMetro, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts or orders terminated, in which case CapMetro shall have the right to settle or pay any termination settlement proposal arising out of those terminations; (v) complete any subcontracts or orders not terminated by the notice of termination and may incur such obligations as are necessary to do so.

(c) CapMetro may require the Contractor to transfer title and deliver to CapMetro in the manner and to the extent directed by CapMetro:

- (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 CapMetro, protect and preserve property in the possession of the Contractor in which CapMetro has an interest. If CapMetro does not exercise this right, the Contractor shall use its best efforts to sell such supplies and Manufacturing Materials.

(d) Notwithstanding anything herein to the contrary, CapMetro shall be liable for payments limited only to the portion of work CapMetro authorized in writing and which Contractor has completed, delivered to CapMetro, and which has been accepted by CapMetro. All such work shall have been completed, in accordance with Contract requirements, prior to the effective date of termination. CapMetro shall have no other liability, including no liability for any costs associated with the termination.

(e) CapMetro shall pay the Contractor the following amounts:

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

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

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

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

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

26. 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.

27. INTELLECTUAL PROPERTY; DATA PRIVACY PROVISIONS

(a) As between the Contractor and CapMetro, 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 CapMetro. 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 CapMetro 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 CapMetro 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 CapMetro to evidence more fully the transfer of ownership of all Works to CapMetro to the

fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by CapMetro. In the event CapMetro 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 CapMetro 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 CapMetro 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 CapMetro'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 CapMetro of such pre-existing or third party rights or limitations, request CapMetro'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 CapMetro's written approval of such pre-existing or third-party rights and the limited use of same. The Contractor shall provide CapMetro 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 CapMetro 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 CapMetro either:

(i) exceeded the scope of the limited license that was previously obtained by the Contractor and agreed to by CapMetro, 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 CapMetro 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 CapMetro, 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 CapMetro 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 CapMetro'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 CapMetro'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 CapMetro, without requiring proof of irreparable injury as same should be presumed.

(g) Upon the request of CapMetro, but in any event upon termination of this Contract, the Contractor shall surrender to CapMetro 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 CapMetro to the Contractor, including all materials embodying the Works, any CapMetro 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 CapMetro 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 CapMetro 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 CapMetro's customers. To the extent any CapMetro 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 CapMetro Data in accordance with CapMetro'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 CapMetro Electronic Property and related CapMetro 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 CapMetro's Access and Use Agreement, which will be attached as an addendum to the Contract, as applicable.

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

28. STANDARDS OF PERFORMANCE

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

29. INSPECTIONS AND APPROVALS

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

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

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

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

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

30. SUSPENSION OF SERVICES

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

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

(c) No claim under this paragraph shall be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified CapMetro 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.

31. PAYMENT TO SUBCONTRACTORS

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

32. FEDERAL, STATE AND LOCAL TAXES

CapMetro is exempt from taxes. Any taxes included in the Contract Sum and/or on any invoice received by CapMetro shall be deducted from the Contract Sum and/or the amount of the invoice for purposes of payment. Inclusion of taxes in the Contract Sum or any invoice or request for payment under this Contract shall constitute a material breach of this Contract.

33. 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.

34. 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 CapMetro 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 CapMetro 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 CapMetro 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) CapMetro 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 CapMetro. 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 CapMetro.

(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 CapMetro's Contract Administrator.

35. GRATUITIES

CapMetro 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 CapMetro 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 CapMetro pursuant to this provision, CapMetro 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.

36. PUBLICATIONS

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

37. 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 CapMetro and its authorized agents except as otherwise provided by this Contract or after obtaining the prior written permission of CapMetro.

(b) This Contract, all data and other information developed pursuant to this Contract shall be subject to the Texas Public Information Act. CapMetro 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 CapMetro.

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

38. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

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

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

39. LIMITATION OF LIABILITY

In no event shall CapMetro 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 CapMetro's performance, nonperformance, or delay in performance of its obligations under this Contract, or CapMetro's termination of the Contract with or without cause, or CapMetro'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.

40. 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. The Contractor is advised that the legal requirements applicable to this Contract as set forth in federal and/or state law, regulations, policies, and related administrative practices may change during the performance of this Contract. Any such changes shall also apply to this Contract and subcontracts at all tiers.

41. CLAIMS

In the event that any claim, demand, suit, or other action is made or brought by any person, firm, corporation, or other entity against the Contractor arising out of this Contract, the Contractor shall give written notice thereof, to CapMetro 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.

42. LICENSES AND PERMITS

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

43. 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 CapMetro.

(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.

44. PUBLICITY RELEASES

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

45. INTEREST OF PUBLIC OFFICIALS

The Contractor represents and warrants that no employee, official, or member of the Board of CapMetro 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 CapMetro 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, CapMetro 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.

46. INDEMNIFICATION

(a) **THE CONTRACTOR WILL INDEMNIFY, DEFEND AND HOLD CAPMETRO AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (CAPMETRO 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 CAPMETRO;**
 - (3) THE USE, CONDITION, OPERATION OR MAINTENANCE OF ANY PROPERTY, VEHICLE, FACILITY OR OTHER ASSET OF CAPMETRO TO WHICH THE CONTRACTOR HAS ACCESS OR AS TO WHICH THE CONTRACTOR PROVIDES SERVICES; OR**
 - (4) ANY ACT OR OMISSION OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CUSTOMERS, INVITEES, REPRESENTATIVES OR VENDORS.**
- (b) "ACTION" MEANS ANY ACTION, APPEAL, PETITION, PLEA, CHARGE, COMPLAINT, CLAIM, SUIT, DEMAND, LITIGATION, MEDIATION, HEARING, INQUIRY, INVESTIGATION OR SIMILAR EVENT, OCCURRENCE OR PROCEEDING.**

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

(d) "THREATENED" MEANS A DEMAND OR STATEMENT HAS BEEN MADE (ORALLY OR IN WRITING) OR A NOTICE HAS BEEN GIVEN (ORALLY OR IN WRITING), OR ANY OTHER EVENT HAS OCCURRED OR ANY

OTHER CIRCUMSTANCES EXIST THAT WOULD LEAD A PRUDENT PERSON OR ENTITY TO CONCLUDE THAT AN ACTION OR OTHER MATTER IS LIKELY TO BE ASSERTED, COMMENCED, TAKEN OR OTHERWISE PURSUED IN THE FUTURE.

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

(f) THE INDEMNIFICATION OBLIGATIONS AND RIGHTS PROVIDED FOR IN THIS CONTRACT DO NOT REQUIRE (AND SHALL NOT BE CONSTRUED AS REQUIRING) THE CONTRACTOR TO INDEMNIFY, HOLD HARMLESS, OR DEFEND ANY INDEMNIFIED PARTY (OR ANY THIRD PARTY) AGAINST ANY ACTION OR CLAIM (OR THREATENED ACTION OR CLAIM) CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF ANY INDEMNIFIED PARTY, ITS AGENTS OR EMPLOYEES, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF ANY INDEMNIFIED PARTY, OTHER THAN THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS OF ANY TIER.

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

47. 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 CapMetro 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, CapMetro 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 CapMetro 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 CapMetro 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 CapMetro has paid any invoices or charges not authorized under this Contract, CapMetro may offset or recoup such amounts against any indebtedness owed by it to the Contractor, whether arising under this Contract or otherwise, over a period of time equivalent to the time period over which such invoices or charges accrued.

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

48. EXCUSABLE DELAYS

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

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

- (1) the subcontracted supplies or services were obtainable from other sources;
- (2) CapMetro ordered the Contractor in writing to obtain these services from the other source; and
- (3) the Contractor failed to comply reasonably with this order.

(c) Upon the request of the Contractor, CapMetro shall ascertain the facts and extent of the failure. If CapMetro 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 CapMetro under this Contract.

49. LOSS OR DAMAGE TO PROPERTY

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

50. CONTRACTOR CONTACT/CAPMETRO DESIGNEE

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

51. QUALITY ASSURANCE

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

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

53. 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 CapMetro 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.

54. 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. Award/Contract Form
2. Exhibit A - Pricing Schedule
3. Exhibit E - Contractual Terms and Conditions
4. Exhibit H – Authorization of Work Product
5. Exhibit B - Representations and Certifications
6. Exhibit F - Scope of Services
7. Other provisions or attachments to the Contract

55. 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 CapMetro to violate any such Anti-Corruption and Bribery Laws. The Contractor further represents and warrants that, in connection with supplies or Services provided to CapMetro or with any other business transaction involving CapMetro, 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, CapMetro 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 CapMetro to violate the Applicable Anti-Corruption and Bribery Laws. CapMetro shall not be liable to the Contractor for any claim, losses, or damages related to its decision to exercise its rights under this provision.

56. VARIATION IN ESTIMATED QUANTITY

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

57. ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

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

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

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

58. 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 CapMetro 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 CapMetro: 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) 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.

(d) 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.

(e) 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.

(f) 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.

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

(h) 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.

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

(j) 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.

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

(l) 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.

(m) 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.

(n) 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.

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

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

59. RESERVED

60. 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 CapMetro's Board of Directors.

61. RESERVED

62. APPROVED SAFETY VEST AND PPE

The Contractor and each of the Contractor's employees, as well as each Subcontractor and any workers working on behalf of Subcontractor, shall wear ANSI Class 2 or 3 high-visibility safety vests at all times when on CapMetro's premises including but not limited to bus maintenance and operations facilities, rail maintenance and operations facilities, on or near a roadway exposed to vehicular traffic or while on or near rail right-of-way, construction sites, operations and maintenance facilities. Furthermore, within designated project areas such as construction sites and rail right-of-way, additional personal protective equipment (PPE) must be worn, including but not limited to ANSI Class 2 or 3 high-visibility safety vests, hard hats, safety glasses, and any other PPE deemed necessary based on the specific tasks or hazards present. Failure to comply with this requirement shall result in removal from the premises and may result in termination of the Contract.

EXHIBIT F-REVISED-1
SCOPE OF SERVICES
DEMAND RESPONSE OVERFLOW SERVICES

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2. **DEFINITIONS**

Accident Rate: The frequency at which accidents occur within a particular mode of transit (e.g., CapMetro Access or Pickup). The Accident Rate is the total number of accidents per month divided by total service miles in the same period. This is a total accident rate that includes all accidents, both “preventable” and “non-preventable” (See “Preventable Accident Rate” and “Non-Preventable Accident Rate” definitions below).

Accident (Collision), Vehicle:

1. Collisions that cause damage to a vehicle operated under this Contract.
2. Any vehicle accident in which a fatality is reported, a passenger is transported by EMS, or an employee (CapMetro or Contractor) is injured, regardless of damage.
3. Collisions where claimant calls in a claim for property damage/injury due to a Contractor Driver vehicle accident.
4. Collisions between pedestrians and a Contractor Driver vehicle if injury is claimed.
5. Any other collision caused by a Contractor Driver vehicle where there is known damage regardless of whether a claim is made.
6. Any collision where there is a rider on board while the vehicle is operating in CapMetro service.

Accident (Incident), Passenger:

1. Passenger transported due to injury in a vehicle operated under this Contract.
2. Passenger making a claim due to injury on a Contractor Driver vehicle that can be substantiated (as determined by CapMetro).

Action Plan: A written plan submitted by the Contractor at the request of CapMetro to address deficiencies or shortcomings.

Ambulatory Trip: A trip requested by a customer who does not require a wheelchair accessible vehicle (WAV).

Americans with Disabilities Act of 1990 (ADA): With amendment in 2008, this federal civil rights law provides protections for persons with mental and physical disabilities and equal opportunity in public accommodations, employment, transportation, state and local government services, and telecommunications, including defining transit accessibility requirements in the United States.

ADA Service Area: CapMetro's ADA Service area is defined as a 0.75-mile geographic buffer surrounding specific in-service fixed routes. The corridor fluctuates by day and time.

Attendant: May also be referred to as a Personal Care Attendant (PCA). A person traveling as an aide requested by a rider with a disability and having the same origin and destination.

Authority: Capital Metropolitan Transportation Authority (legal name), also referred to as "CapMetro", and "The Authority."

Boarding: The transportation of all individual passengers, including the rider who booked the trip, companions, or attendants from a point of origin to a single destination; used interchangeably with “ride.”

Bomb Threat: Credible written or oral (e.g., telephone) communication threatening the use of an explosive or incendiary device for the purpose of disrupting public transit services or to create a public emergency.

Business Day: Monday through Friday between the hours of 8 AM to 5 PM, excluding CapMetro recognized holidays.

Cancel at the Door: When a passenger or responsible party cancels a trip in person when the Vehicle Driver arrives to perform the pickup. This is considered a “no show” under the passenger no show policy.

CapMetro Law Enforcement: CapMetro's internal transit police department that assists with law enforcement specifically around public transit services. Additionally, the Authority may contract the local police department, sheriffs, or Department of Public Safety (DPS) to provide security forces as needed.

Companion: A person (who may or may not be registered with CapMetro Access) other than a PCA traveling with an ADA eligible passenger and having the same origin and destination as the CapMetro Access eligible passenger.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with CapMetro for the performance of Services or work under the Contract. This includes any Subcontractors and/or Independent Contractors, and other means employed by the Contractor in the execution of its work.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between CapMetro and the Contractor for completion of the work. May also be referred to as the "Agreement".

Contracting Officer's Technical Representative (COTR): The COTR is responsible for monitoring the Contractor's progress in fulfilling the technical requirements specified in this contract. The COTR maintains administration records, approves invoices and performs periodic (month/quarter/annual) monitoring reports to confirm the Contractor is meeting the terms and conditions under this Contract. This role is currently filled by the Demand Response Program Manager over contracts.

Corrective Action Plan (CAP): A written plan submitted by the Contractor to address deficiencies or shortcomings.

Customer: Any person being transported. Used interchangeably with "rider" and "passenger".

Customer Comment Report (CCR): The documentation of a Customer Comment within CapMetro's Customer Relationship Management system

Demand Response: As opposed to "fixed route" which operates on a fixed schedule and path of travel, Demand Response refers to transit service meeting the specific origin/destination demand of a rider. This is also the title of the CapMetro department overseeing this Contract and managing CapMetro Access (ADA paratransit), Pickup (on-demand), and Bikeshare services.

Demand Response Control Center (DRCC): Comprises dispatch, reservations call center, service planning, and field management within the Demand Response program currently operated by CapMetro.

Driver: A person who operates a revenue vehicle. Used interchangeably with "operator."

Eligible Paratransit Rider: A person registered with CapMetro Access as authorized to use CapMetro Access ADA paratransit transportation.

Exception Request: Relief from a specific reporting requirement or PDC based on either a threshold value or documentation of good cause. The Contractor may request an exception to any contractual requirement or PDC. Exceptions requests must be provided in writing and require written approval by CapMetro. Exception Requests will be evaluated for approval/denial by appropriate CapMetro department representative (e.g., Vehicle Maintenance PDCs will be evaluated by Vehicle Maintenance assigned Representative). If the contractor wishes to dispute exception request denials determined by the CapMetro department representative, the COTR will evaluate and make a final determination.

Fare: Payment required from each passenger for a ride on any mode of transportation provided by CapMetro.

Fixed Route Services: Public transit service in which a vehicle is operated along predefined routes on a fixed time schedule.

Frontline Personnel: Staff required to perform frontline transit jobs, including, but not limited to: Drivers, Mechanics, Service Island/Utility Workers, Parts Clerks, Road Supervisors, Maintenance Supervisors, and Dispatchers.

Incident: Any unusual occurrence (excluding a vehicle or passenger accident), disruption or misconduct involving Demand Response service that results (or has the potential to result) in property damage, personal injury, or denial of service to a passenger.

Invoice Backup: Can be defined as data and information documented for any costs requesting payment within an invoice submittal to CapMetro. No cost will be paid by CapMetro if the costs cannot be substantiated through backup data and information (**See the Section Titled Invoice Requirements**).

Lagging Indicator: Safety measurement used to measure a company's incidents in the form of past accident/incident statistics. Examples include vehicle/passenger accidents, Injury frequency & severity, OSHA recordable injuries, lost workdays, worker's compensation claims, etc.

Leading Indicator: Safety measurement used to measure preceding or indicating a future event used to drive and measure activities carried out to prevent and control injury. Examples include safety training, hazard mitigations, ergonomic opportunities identified and corrected, safety audits, drug/alcohol testing, etc.

Manifest: Written or digital record of trip information in sequential order required for the Vehicle Driver's transportation pick-up and drop-off instructions, including scheduled and actual times.

CapMetro Access: Branding of the CapMetro ADA paratransit transportation service.

CapMetro Access (Rider) ID: The unique CapMetro Access passenger identification number assigned by CapMetro.

CapMetro Access Monthly Pass: Pass issued or recognized by CapMetro as valid fare for a single individual to ride on CapMetro Access service during the month indicated on the card. May be paper or digital.

CapMetro Access Ticket: A single ride fare recognized as valid on Access. May be paper or digital.

Miles Between Road Calls (MBRC): Key Performance Indicator. MBRC measures how many road calls occurred against how many miles of service were performed. This is measured on a month-to-month basis. See "Road Call" definition.

Missed Service: Synonymous with "Lost" Service. Any length of time cut or not covered from a run as scheduled by CapMetro. This time is not billable by the Contractor.

Missed Trip – CapMetro Access: A trip that is not completed in its entirety, transporting the wrong passenger, a trip for which the passenger is dropped off at an incorrect or unauthorized drop off location, or where the arrival time is more than one (1) hour after the close of the operating window. This also includes trips that are picked up more than thirty (30) minutes after their pickup window.

Missed Trip – Pickup: A trip that is not completed in its entirety, a trip that transported the wrong customer, or a trip for which the customer is dropped off at an incorrect or unauthorized drop off location – to include outside of the zone.

Non-Preventable Accident: A collision in which the Vehicle Driver did everything reasonably possible to avoid the collision.

Non-Revenue Vehicle: Vehicles provided by CapMetro for a Contractor to utilize for field supervision and other operational support. Also termed as a "Support Vehicle."

No Show: When a vehicle arrives for a passenger inside the trip window and the passenger does not board the

vehicle within five (5) minutes. If a vehicle arrives before the opening of the window, the five-minute clock does not begin until the window opens.

Observation Report: A written record of CapMetro Quality Assurance audits, inspections or reviews that may require a written response by the Contractor.

OEM: Original Equipment Manufacturer.

Offeror: An entity that submits a Proposal.

On Time Performance - Paratransit: This is a Key Performance Indicator of this contract. This is measured by how many pickups are completed within the 30-minute operating window against how many total pickups occurred during a month-to-month period. (Example: If pickup window is 12:00-12:30 PM, pickup is late if driver arrives later than 12:29:59).

On Time Performance - Microtransit: This is a Key Performance Indicator of this contract. This is measured by how many pickups arrive within 5 minutes of the estimated arrival time given by the App when the trip is booked, against how many total pickups occur during a month-to-month period. (Example: If a pickup window is 12:00 – 12:05 PM, the trip is late if the driver arrives after 12:04:59).

Operations: The day-to-day delivery of service, including CapMetro Access and Pickup services, vehicle maintenance, fleet cleaning and fueling, and all other services required to meet the requirements identified in the contract.

Operators: The personnel scheduled to operate revenue vehicles (to include CapMetro Access and Pickup vehicles). Also referred to as Drivers or Vehicle Drivers.

Passenger: Any person being transported. Used interchangeably with the defined term “rider” and “customer” in this document.

Passenger Miles: An NTD metric calculated as follows:

Example A: 1 rider goes 8 miles = 8 passenger miles.

Example B: 1 trip goes 3 miles and has 2 riders = 6 passenger miles.

Total passenger miles = A + B = 14

Personal Care Attendant (PCA): May also be referred to as an Attendant. A person traveling as an aide requested by a rider with a disability and having the same origin and destination.

Performance Deficiency Credit (PDC): A fixed dollar amount for Contractor’s failure to perform a specific obligation under this Contract which amount shall be reflected as a credit against amounts owing Contractor under the Contract; a penalty under Texas Transportation Code Section 451.137.

Pickup by CapMetro (Pickup): Branding of the CapMetro Microtransit services provided by Demand Response. It is an on-demand service that takes customers from one location to another within a specified zone. Pickup services are open to the general public and can be booked using an app or by phone.

Preventable Accident/Collision: A collision in which the Vehicle Driver failed to do everything that reasonably could have been done to avoid it.

Preventable Accident Rate: This is a Key Performance Indicator within the contract and is the rate of which “preventable” accidents occur within a particular mode of transit (e.g., CapMetro Access or Pickup). The ratio is based off the total amount of “preventable” accidents per month against total service miles in the same period. CapMetro determines which accidents are “preventable” by using the National Safety Council guidelines.

Productivity Rate: This is a Key Performance Indicator in this contract. It is measured as the number of passengers per vehicle service hour.

Project: The implementation of the requirements of the Contract, including this **Exhibit F**.

Program Manager: The CapMetro technical representative who has been designated as having the responsibility for assessing the Contractor's technical performance and progress, inspecting, and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptability of the Contractor's work in its entirety or any portion thereof, as required by the contract documents.

Proposal: An Offeror's response to the RFP for this contract.

Property Damage. The estimated dollar value of all property that is damaged in a Reportable Incident. This includes CapMetro-owned property and other vehicles/property involved in the incidents that are not owned by CapMetro.

Public Transportation: As defined in the Federal Transit Act, "transportation by a conveyance that provides regular and continuing general or special transportation to the public."

Revenue Service (Hours & Miles): For the purposes of this non-dedicated contract, Revenue Service refers to the time and distance during which the passenger is onboard the vehicle. Revenue Service metrics exclude deadhead; positioning; driver-to-passenger travel; or any miles or time in which the passenger is not onboard the vehicle.

Revenue Vehicle: A vehicle which transports CapMetro Access or Pickup riders.

Rider: Any person being transported. Used interchangeably with defined terms "passenger" and "customer" in this document.

Run: A Vehicle Driver's daily work assignment. May be used interchangeably with "duty."

Safety Management System. Safety Management System (SMS) refers to a systematic approach to managing safety by organizational goals, policy, structure, planning, accountability, and safe standard operating procedures. SMS is implemented, monitored, and controlled for continuous improvement, achievement, and sustainability in maintaining the standard by managing the risks associated with the organization.

Scope of Services: A section of the Contract consisting of written descriptions of services to be performed or the technical requirements to be fulfilled. Commonly referred to "**Exhibit F**" throughout this document.

Security Incident: An occurrence of a Bomb Threat, bombing, arson, hijacking, sabotage, cyber security event, assault, robbery, rape, burglary, suicide, attempted suicide, larceny, theft, vandalism, homicide, fare evasion, trespassing, nonviolent civil disturbance, or CBR (chemical/biological/radiological) or nuclear release.

Service Animal: An animal that is specifically trained to perform tasks that are directly related to a person's disability.

Service Coordinator: An agent of CapMetro who provides pre-day and same-day trip scheduling and Run management as well as serving as the primary dispatcher for the Contractor. Also referred to as 'dispatcher'.

Service Interruption: An unplanned event (e.g., Accident, Incident, Mechanical, Detour/Blockage, Pull Out – Shortage of Drivers/Vehicles) that results in the loss of service or change out of a vehicle.

Shall: This term will be used throughout this Scope of Services interchangeably to mean "has a duty to", or "is required to" perform a particular function or task.

SharePoint: A web-based, collaborative platform that integrates with Microsoft Office and primarily uses document

management and storage system. This platform will be the way to house and share documentation between the Contractor and CapMetro.

TNC: Transportation Network Company.

Total Miles: Complete odometer miles recorded on the vehicle including vehicle service hours, miles incurred during breaks, fueling, scheduled and unscheduled maintenance periods, and training. This deals more with vehicle maintenance and should not be confused with Service or Revenue miles.

Trip: A unique booking requested. In a travel party of 3 friends, there is 1 trip/booking, but 3 riders/customers/passengers.

Unreported Vehicle Damage: Any damage found to a vehicle that was not reported in an accident report by the Contractor.

Vehicle Service Miles (VSM): For the purposes of this non-dedicated contract, the cumulative total of all trips transported.

Vehicle Breakdown: Anytime a mechanical failure occurs during revenue service.

Vehicle Operator: Synonymous with driver. Employees or Independent Contractors for the Contractor with whom CapMetro contracts services to operate vehicles transporting passengers.

Vehicle Service Hours (VSH): Service Hours are when a vehicle has entered revenue service, which includes picking up passengers, dropping them off, and traveling while in revenue service. Vehicle service hours do not include time for pre-trip or post trip inspections, maintenance, fueling, vehicle replacement, employee drug testing, and other non-Revenue service-related times.

Wheelchair Accessible Vehicle (WAV): A vehicle that is specially equipped to safely transport passengers who use wheelchairs, Power Chairs, or Scooters or who require use of a vehicle lift or ramp. A WAV must include a permanently installed lift or ramp; securement systems for both the mobility device and the passenger; and sufficient interior space to accommodate boarding, maneuvering, and securement in accordance with ADA standards.

3. OVERVIEW OF SCOPE

3.1 Services. The Contractor shall provide non-dedicated transportation services to meet CapMetro's needs during periods of high demand. Services may include both advanced and on-demand assignments. The Contractor is required to follow all standard operating policies and procedures as developed and established by CapMetro.

The Contractor shall provide all resources and materials necessary to fulfill the requirements of this Contract unless explicitly described as the responsibility of CapMetro.

The Contractor shall provide the direct management of all Personnel required to deliver the services as described in this Contract.

CapMetro will provide oversight of the Contractor's operations. CapMetro has the right to set all service levels, KPI parameters, policy and procedures, and direct the Contractor in any areas of work as needed.

3.2 Customer Service. The Contractor shall transport passengers within a safe, comfortable, clean, and secure environment during all phases of their trips, while providing excellent customer service.

3.3 Cooperation. Given the nature of this project, CapMetro requires a Contractor that brings a positive attitude and significant transit management expertise to the program. The project may undergo revisions and modifications to operating and administrative requirements as it is implemented and developed. CapMetro requires a Contractor that will work cooperatively with CapMetro on these changes.

3.4 CapMetro Access Operations. CapMetro will provide a schedule of Paratransit trips in advance and may provide additional trips to the Contractor on the day of service, as outlined within the Section titled **Types of Services**. The Contractor shall coordinate with Demand Response Control Center to provide service on the street throughout the CapMetro ADA service area (**As described in the most current Attachment 1: ADA & Pickup Service Areas**).

3.4.1 Wheelchair Accessible Vehicle (WAV) Service. While not planned for the initial service implementation, CapMetro may assign Wheelchair Accessible Vehicle (WAV) Passenger Trips to the Contractor in the future. Prior to WAV service being implemented, CapMetro will provide the applicable service parameters, documentation requirements, training expectations, and equipment standards for any vehicle used to transport passengers using mobility devices. CapMetro will work with the Contractor to establish a reasonable timeline for implementation of WAV service.

3.5 Pickup Operations. The Contractor shall coordinate with Demand Response Control Center to provide on-demand services in the zones as required. Zone parameters are established and maintained by CapMetro.

3.6 CapMetro Access Hours and Service Areas. CapMetro Access provides transportation comparable to local and rapid fixed-route service in terms of geography and hours of service. Transportation is currently provided seven (7) days a week and twenty-four (24) hours a day, but the service area will expand and contract based on the fixed-route bus service. Most trips will take place Monday through Friday, from 6 AM to 8 PM, but CapMetro may work with the Contractor to expand those hours of operation. CapMetro expects comparable levels of performance across all hours of service.

3.7 Pickup Hours and Service Areas. Pickup provides on-demand services to the general public in specific zones. CapMetro designates these services by geofenced zones in the Central Texas region. Pickup hours are established specifically to the zones they serve and are subject to change based on the needs of service. Core hours for service are generally 6 AM to 8 PM (5) days a week. Some zones operate (6) to (7) days a week with expanded hours.

3.8 Vehicles. The Contractor shall ensure that all vehicles used to perform services under this Agreement are clean, in good condition, well maintained, and in good working order at all times. Refer to **the Section Titled Vehicles and the Section Titled Vehicle Maintenance & Oversight** for additional Vehicle information.

CapMetro may, at its discretion, require the Contractor to submit summaries of vehicle compliance reviews, technology uptime statistics, and complaint resolution data related to vehicle quality or safety.

3.9 Financial Responsibilities. The Contractor is responsible for the full cost of providing service under this Contract, including personnel; vehicles; equipment; supervision; management; technology; insurance; claims; settlements; training; and all other related costs. The Contractor shall maintain accurate cost and payroll records and shall provide CapMetro access to review supporting systems, reports, and documentation upon request.

3.9.1 Mobilization and Startup Costs. The Contractor may propose a one-time mobilization and startup fee, which could include any integration fees to support system setup; data integration; onboarding workflows; technology connectivity; operational launch preparations; or all other start-up activities required to achieve full readiness for go-live.

3.9.2 Rates. The Contractor shall provide a fixed unit rate structure for completed Passenger Trips. Rates shall be fully burdened to include all expenses associated with service delivery, including but not limited to vehicle operation, insurance, technology, training, reporting, fuel, and overhead. Any rates that are based on Miles or Time shall be calculated based on actual Revenue Miles and Time.

3.9.3 Other Unit Pricing. If necessary, the Contractor may propose additional unit-based pricing for specific items required under this Scope, not included in service rates above. If awarded, these rates must be documented and approved, to be billed solely after verification by CapMetro.

3.10 Multiple Award. CapMetro reserves the right to award this Contract to multiple Contractors, in whole or in part, at its sole discretion. No minimum volume of service, revenue, or trip assignments is guaranteed under this Contract.

CapMetro reserves the right to increase, decrease, or reassign trip volumes and service areas among awarded Contractors in a manner that supports service quality, efficiency, and overall program goals.

4. DEMAND RESPONSE SERVICES BACKGROUND

4.1 CapMetro Access (ADA Paratransit) Background.

CapMetro provides ADA paratransit service branded “CapMetro Access.” The CapMetro Access ADA Paratransit Program is for people who have a disability or medical condition which limits or prevents them from independently using accessible bus service some or all the time. Passengers with eligibility under this program may ride CapMetro Access within ¾ mile of CapMetro’s non-commuter fixed route bus service and local light rail service on the same days and during the same hours. Refer to the most current **Attachment 1: ADA & Pickup Service Areas**.

4.2 Pickup (On-Demand) Background. CapMetro provides on-demand public transit service called “Pickup” within specific geo-fenced zones. More information about this service and the zones may be found at: www.capmetro.org/pickup www.capmetro.org/access.

5. DEMAND RESPONSE ADMINISTRATION AND OPERATIONS OVERVIEW

5.1 Demand Response Administration. Demand Response internal employees oversee ADA Paratransit and Pickup Operations. This team is responsible for all other duties required to successfully operate these public transit programs including, but not limited to budgeting, analytics, annual reporting, public outreach, service planning, regional coordination, inventory control, customer management, contract compliance, safety oversight, and federal compliance. These Demand Response Overflow Services are intended to enhance reliability and capacity during peak times, emergencies, when unanticipated demand arises, or when additional service is needed.

5.2 Eligibility, Customer Service, and Mobility Training Department. Demand Response operates this department that is responsible for determining eligibility for ADA paratransit service, determining passenger service

levels, providing travel training, overseeing customer service, and maintaining the integrity of passenger account information. This department also provides oversight of all training and training materials for Demand Response, including oversight of the Contractor training.

5.3 Demand Response Control Center (DRCC). The Demand Response Control Center is comprised of internal reservations, scheduling, planning, and dispatch staff for all services within Demand Response.

5.3.1 The DRCC is responsible for receiving all requests for customer trips and coordinating with the Contractor to manage service on the street. The DRCC adjusts customer trips as needed and coordinates with the Contractor for all service-related issues on the day of service.

5.4 Demand Response Contract Oversight. CapMetro internal contract oversight staff functions include (but are not limited to) administration of contract monitoring plans, execution of contract modifications, operations, and vehicle quality assurance audits (remote, records and in-service), preparing observation reports to document contract compliance, assessing incentives, penalties, PDC's and reviewing Contractor invoices to accurately compensate for work performed.

6. TYPES OF SERVICES PROVIDED

6.1 Supplemental Service Trips. It is estimated a single Contractor could provide 100 to 200 demand response overflow trips per day on behalf of CapMetro, consisting of a combination of regularly scheduled trips, same day/next day overflow trips, and emergency assignments. Trip volume may vary due to amount of contracts awarded, operational needs, seasonal demand, or special events. These are projections/estimates and do not constitute a guaranteed level of service.

6.1.1 Regularly Scheduled Demand Response Trips. The Contractor shall operate regularly scheduled trips assigned through CapMetro's scheduling process. These trips are planned in advance and may include trips for ADA-eligible paratransit customers and general public on demand customers. CapMetro will typically send these trips over to the Contractor by 5pm on the prior day, if not sooner, and the Contractor is required to accept or decline these trips by no later than 8pm on that day.

6.1.2 Same Day/Next Day Overflow Trips. The Contractor shall perform additional trips assigned when CapMetro's primary contractors reach capacity or require additional support. Overflow trips may be assigned on a same-day or next-day basis.

Overflow Trips which are next-day basis must be accepted or declined by the Contractor by 9pm 8pm on the prior day. ~~Overflow Trips which are same-day basis will be sent to the Contractor as needed and must be accepted or declined within 10 minutes of the request being sent.~~

Overflow Trips assigned on a same-day basis shall be transmitted to the Contractor as needed and shall be accepted or declined in accordance with the following response time requirements:

Trips with a Pickup Window beginning within the next sixty (60) minutes shall be accepted or declined within ten (10) minutes of transmission by CapMetro; Trips with a Pickup Window beginning more than sixty (60) minutes in the future shall be accepted or declined no later than thirty (30) minutes prior to the beginning of the Pickup Window.

6.1.3 Emergency Demand Response Trips. The Contractor shall provide trips in response to emergency situations as directed by CapMetro, including but not limited to severe weather events, large-scale emergencies, special events, or other disruptions that require immediate capacity augmentation.

6.1.4 Service Levels and Requirements. The Contractor shall ensure that all services provided under this Contract adheres to the following minimum service level requirements. Additional information is provided in

the most current **CapMetro Rider's Guide**.

6.1.4.1 Curb to Curb (C2C). Drivers shall plan to provide a minimum Curb to Curb (C2C) level of service. In Curb to Curb, the passenger will meet the driver at the vehicle, and the driver will assist the passenger to board and alight.

6.1.4.1.1 Door to Door (D2D). When requested, Drivers shall provide door-to-door service wherein the customer is escorted from the exterior door of their origin to the exterior door of their destination, without the driver losing sight of the vehicle at any time. This level of assistance is intended to balance passenger support with operational safety and efficiency.

6.1.4.2 Service Animals. Drivers shall transport service animals accompanying eligible customers, consistent with the Americans with Disabilities Act (ADA). The Passenger will ensure that the service animal remains on the floor, and not the vehicle seat. Additionally, the Passenger shall maintain control of the service animal at all times. Any issues with Service Animals shall be immediately reported to the Contractor and CapMetro.

6.1.4.3 Reasonable Assistance. Drivers shall provide reasonable assistance to passengers with the following: securing seatbelts, when requested and safe to do so; loading and unloading groceries, personal belongings, or small packages, provided that no individual item exceeds twenty (20) pounds; and providing verbal or basic physical guidance, as appropriate for passengers with visual, cognitive, or mobility limitations, excluding any lifting or physical transfers.

7. TECHNOLOGY

7.1. General Provisions

7.1.1. Personnel defined. For clarity, "personnel" in this section refers to any direct or indirect labor used by the Contractor to fulfill the requirements of this contract.

7.1.2. Deployment methods. This Contract allows the Contractor to propose a technology model that best fits its daily needs and abilities and may consist of products provided by the Contractor, by CapMetro, or using an integration between the two parties.

The Contractor shall submit a Technology Deployment Plan (TDP) to CapMetro for approval, which should specifically outline the types of technology being used to meet the requirements outlined for this Scope of Work. The TDP should also include sections for IT systems continuity, and for change management, as outlined within the Section Titled **Technology Deliverables below**.

7.1.3. Contractor Cooperation. The Contractor shall cooperate with CapMetro and technology vendors to coordinate upgrades, future installations and implementation of the technology systems and train all appropriate personnel. This includes testing and providing feedback throughout the deployment of new systems and major system upgrades.

7.1.4. Equipment. Software and equipment (together "**Equipment**") distributed by CapMetro under this Contract shall be for the exclusive use of this Contract. The Contractor shall protect the Equipment from unlawful copying, duplication, and theft.

7.1.5. Loss, Theft, and Damage. If CapMetro Equipment is lost, stolen, or damaged beyond repair while in the Contractor's care, CapMetro may elect to charge the Contractor the fair market value of the Equipment.

7.1.6. Data Integrity & Reconciliation. The Contractor shall ensure the reliable transmission of real-time trip information into CapMetro operations and scheduling software systems where that content is in the care of the Contractor (i.e., through a mobile data device). When real-time trip information is not transmitted or

contains errors, the Contractor shall perform data reconciliation to ensure timely and accurate reporting and invoicing (**See the Section Titled Data & Reporting for more information**).

7.1.7. Contractor Requested Technology. Should the Contractor desire any additional technology (not explicitly described in this Contract as being provided by CapMetro), that technology shall be acquired, implemented, maintained, and decommissioned at the Contractor's expense unless by written pre-arrangement and agreement with CapMetro. Requests for consideration should be routed to the Contracting Officer.

7.1.8. Abiding by IT Policies. Contractor personnel using CapMetro-provided technology must abide by all applicable CapMetro Security policies and procedures prior to being allowed to access (either on-site or remotely) CapMetro networks, equipment, or software. Contractor shall adhere to the most current **Attachment 57: Technology Assignment and Acquisition Policy**.

7.1.9. Onboarding Personnel. The Contractor shall use CapMetro's IT access request solution (currently ServiceNow) to request technology access for all personnel needing to use CapMetro-provided solutions.

7.1.10. Personnel Access Terminations. The Contractor shall notify CapMetro of separated personnel with access to CapMetro technology and file a CapMetro IT access termination request ticket within 24 hours of separation. Failure to do so may result in a CAP. In the event of a contentious separation, the Contractor shall immediately contact the IT Service Desk by phone to request access termination, as well as filing the ticket.

7.1.11. Train the Trainer. If there is a new training subject required by CapMetro during the Contract lifecycle, CapMetro will coordinate with the Contractor to provide "train the trainer" resources and materials.

7.1.12. IT Point of Contact. The Contractor shall identify a designated point of contact to act as the Contractor's subject matter expert, advocate, and primary liaison to CapMetro for all things technology. Tasks under this role may include needs assessment, scope development, documentation, testing, training, aid to IT in troubleshooting escalated or chronic issues, change management, and rights audits.

7.1.13. Cyber Security and Artificial Intelligence. Cyber Security and Artificial Intelligence Training is mandatory for all personnel with access to CapMetro systems on an annual basis. CapMetro will provide training materials to facilitate completion of this requirement. Failure to complete mandatory training may result in suspension of a user's CapMetro IT access rights. This requirement excludes vehicle operators whose only interaction with CapMetro technology may be the use of its driver apps.

7.1.14. Single Sign On and Two-Factor Authentication. CapMetro uses third party authentication tools to verify the identity of those accessing CapMetro technologies, including driver applications. This often requires download of a smart phone app to receive a verification code.

7.2. Technology Deliverables.

7.2.1. IT Systems Continuity Plan. The Contractor shall include an IT Systems Continuity Plan within the TDP. This plan shall address all major technology systems used by the Contractor in support of daily local operations (whether provided by CapMetro or the Contractor). Plans should be tailored to each site from which local staff operate including, but not limited to, in the field, in vehicles, at bases, and at remote work sites. It shall include: (1) how to reach support services (including escalation paths), (2) procedures for system recovery, (3) interim work arounds to ensure business continuity, (4) post-issue return to business procedures, and (5) post-mortem issue analysis/lessons learned.

7.2.2. Change Management Plan. The Contractor shall include an IT Change Management Plan within the TDP, outlining its end-to-end procedures for accommodating a change in IT policy, procedure, systems, or equipment. The plan should consider that a change may originate from either CapMetro or the Contractor's

side of the equation. The Contractor's Change Management Plan must be submitted for review and approval by CapMetro IT department, including any subsequent changes to the plan, prior to being official.

7.2.3. Change Management Log. Contractor shall keep a log documenting major and moderate hardware and software changes and upgrades and shall store the log in the Contractor's assigned SharePoint site.

7.3. Office Technologies.

7.3.1. Office Personnel. This section describes CapMetro technologies used by persons overseeing the work performed in this Contract, as well as persons performing trip dispatch, accident investigation, or responding to customer complaints.

7.3.2. Email Addresses. The Contractor shall provide CapMetro with a dedicated business-use email address for each member of office personnel. This address is not required to be on a domain owned by the Contractor.

7.3.2.1.1. Network Active Directory Accounts. This login will allow office personnel to manage passwords and access CapMetro technology solutions, such as Salesforce and Citrix.

7.3.3. SharePoint. The Contractor will be assigned a SharePoint site external to CapMetro's network through which documents can be shared with CapMetro. Only documents and audio recordings can be posted here. Corporate or personal documents shall not be stored by the Contractor on this external SharePoint drive as files will be subject to public information requests.

7.3.4. E-learning Software. CapMetro has the option to provide e-learning software to the Contractor for use by office personnel.

7.3.5. VIA Software. Pickup by CapMetro uses the VIA platform to schedule and dispatch trips currently, and may change this software as needed. The Contractor has the option to use CapMetro's platform or to integrate with their own platform.

7.3.6. Spare. CapMetro Access uses the Spare platform to schedule and dispatch trips as well as manage eligibility currently, and may change this software as needed. The Contractor has the option to use CapMetro's platform or to integrate with their own platform.

7.3.7. Customer Relationship Management (CRM). CapMetro uses Salesforce to track communications with its customers, including complaints and compliments. The Contractor must use this system to review and respond to relevant contacts.

7.3.8. Video Storage. Video provided to CapMetro will be loaded to CapMetro's "K Drive" (a folder inside CapMetro's network that is accessible through Citrix). Only videos requested by CapMetro may reside here. CapMetro will move videos related to legal or public information requests to separate agency storage. All other videos are removed after 90 days.

7.3.9. Citrix. CapMetro currently uses Citrix to securely grant access to network drives (such as K drive video storage).

7.3.10. Braille. CapMetro has on-site Braille services available should a CapMetro rider request accessible format.

7.3.11. Data Warehouse & Data Connections. CapMetro currently uses Snowflake to gather content from various databases, making it available in one location for those needing to query CapMetro systems. At present, data is refreshed once a night. This data shall be provided to the Contractor as needed.

7.3.12. IT Incident Reporting. Office personnel will have access to CapMetro's ServiceNow solution for submitting IT trouble tickets and software access/termination requests.

7.4. In-Vehicle Technology.

7.4.1. Smart Devices. The Contractor is responsible for providing its own smart devices and airtime (tablets, smart phones, etc.) through which to receive dispatched trips.

7.4.2. Communications. The Contractor is responsible for providing its own communication devices and airtime (e.g. radio, cell phone, etc.)

7.4.3. Direct Driver-to-Rider communications at Pickup Location. When a driver arrives at the rider's pickup location and cannot find them, a feature of both Spare and VIA allows the operator to place a (numbers masked) call to the rider's telephone number on file. Enabling this feature will require the mutual consent of CapMetro and the Contractor. Should the Contractor choose an operating model in which their own solution is integrated with CapMetro, note that this feature is not a mandatory addition.

7.4.3.1. Camera Equipment. The Contractor shall ensure that Drivers have Front and Internal Facing Dash-Cameras. Footage requests may relate to customer complaints, accidents, incidents, or other needs as determined by CapMetro. NOTE: Such recordings are subject to 'Requests for Documents' under The Texas Public Information Act (TPIA).

7.4.3.2. Camera footage. must be exportable/retrievable and made available to CapMetro within 48 hours of a request. Videos shall be uploaded to CapMetro's provided K Drive network location, accessed thru Citrix.

7.4.3.3. Camera Specifications & Storage. The camera systems shall be capable of continuous two-way (road-facing and cabin-facing) recording while the vehicle is in Revenue Service. Each system shall store a minimum of forty (40) hours of video footage before overwriting, and recordings shall be retained in a secure, tamper-resistant format such as an SD-Card or USB Drive.

7.4.3.4. RESERVED

7.4.3.5. Video Specifications. The video resolution shall be no less than 720p (1280 x 720), recorded at a bitrate sufficient to ensure clear visibility of faces and license plates under typical lighting conditions; a minimum sustained bitrate of 1,500 kbps per video channel is recommended. Audio recording is preferred but not required.

7.4.3.6. Video Storage. Videos are required to be stored in .mp4, .mov, or other acceptable data formats. The Contractor is required to trim the video footage to ensure only relevant information is uploaded to CapMetro, with a maximum length of 10 minutes per video. The Contractor must retain its own backup copy of any requested videos for a minimum of 7 calendar days.

7.4.4. Fare Technology. CapMetro will not provide fare equipment under this Contract. See the Fares sections of this contract for information on digital and physical fare media.

7.5. CapMetro IT Support Services.

7.5.1. Service Desk. The CapMetro Service Desk is staffed during weekdays, daytime business hours of 7 AM to 5 PM. After-hours support for emergencies is available as needed. Call: 512-389-7570.

7.5.2. Technology Issue Resolution (Service Now). The Contractor shall file a Service Now ticket for all issues to ensure their occurrence and resolution are tracked. If the issue is an emergency, the Contractor should call the Service Desk to get priority assistance. Tickets should include who is impacted, what is occurring, where it is happening, when it started, why (if it is an emergency), and how to replicate or navigate

to it. Screenshots are recommended.

7.5.3. Password Self Service. The Contractor shall utilize the Password Self Service which allows staff to change their network passwords without needing assistance from the Service Desk. This is especially helpful during a password lock out after hours.

8. KEY & GENERAL PERSONNEL

8.1 Key Personnel Requirements. The Contractor is responsible for providing management oversight to ensure the safe and effective delivery of services. Key Personnel must be identified by the Contractor during the proposal process, and are subject to CapMetro review. At a minimum, the Contractor shall provide the following Key Personnel, and may propose additional Key Personnel.

8.1.1 Safety, Training & Operations Manager (STO Manager). The Safety, Training & Operations Manager shall serve as the Contractor's primary local management representative and General Manager for this Contract. This individual shall be responsible for overseeing all aspects of day-to-day service delivery, safety and risk management, driver onboarding and training, and operational performance. The position shall maintain a continual focus on ensuring that service is delivered safely, reliably, and in full compliance with all Contract requirements.

The Safety, Training & Operations Manager shall be physically based within the CapMetro service area and available to attend meetings, respond to and manage accidents & incidents, and directly coordinate with CapMetro staff. This role shall serve as the principal point of contact for all operational matters and Contract deliverables. This position is designated as Key Personnel under this Agreement and may not be vacated, reassigned, or substituted without prior written approval from CapMetro.

8.2 Key Personnel Vacancy. If vacancies or extended absences occur, the Contractor must replace key personnel with a qualified person within sixty (60) days of the vacancy. If the position is vacant for more than two (2) weeks, the Contractor shall provide CapMetro a rebate (invoice deduction) equal to the daily cost of the salary and benefits for the position for every day that the position is vacant. A CAP will be required for key positions that remain vacant for more than sixty (60) days.

8.3 Temporary Absences. In the temporary absence of one (1) day or longer of the General Manager or other Key Personnel, the Contractor shall ensure that other designated supervisory personnel shall be assigned responsibility for proper operation of the service as set forth in this Contract.

8.4 General Personnel. General Personnel are defined as positions that are staffed at higher levels than key personnel to ensure the frontline operations are conducted effectively as outlined within the scope within the Contract. In addition, unless otherwise specified, these are non-unionized positions.

8.4.1 Vehicle Drivers. CapMetro recognizes that the success of its transportation program, service delivery and overall customer experience is built upon the strength of its Drivers. The Contractor shall field qualified, highly skilled, and well-trained Vehicle Drivers with a primary focus on Safety and excellent Customer Service. Additional Vehicle Driver requirements are noted in **the Section Titled Vehicle Driver Expectations, Conduct, & Dress**, and within Exhibit E, Personnel Assignments section.

9. ORGANIZATION AND PERSONNEL REQUIREMENTS

9.1 Hiring. It is the Service Provider's responsibility to hire all key and general staff required to support the services outlined within this Contract. This includes job description development, recruiting/marketing efforts, initial drug testing, background checks, physicals, and any other necessary hiring support services to ensure all Contract scope requirements are being met throughout the contract life cycle.

9.2 Criminal History, Driving Records, and Motor Vehicle Requirements. The requirements for all personnel including Drivers are in the Personnel Assignments section of Exhibit E.

9.2.1 Driver's License. The Contractor shall check Driver's driving licenses at the time of hire and annually. If the license has expired, the Contractor must prohibit the Driver from providing service under this Contract.

9.2.2 Motor Vehicle Report & Background Check. The Contractor shall ensure Motor Vehicle Reports are completed, verified, and logged for record. No new Contractor employee will be allowed to operate service for a CapMetro Contract before a clear Motor Vehicle Report and background check has been completed and verified. Employees are required to have their Motor Vehicle Report verified **annually to ensure** that they are in approved standing to operate the vehicles.

9.3 Staff Feedback. CapMetro encourages front line personnel to provide feedback regarding situations or conditions that impact customers or the service. The Contractor shall compile and submit this feedback through CapMetro's **Front Line Feedback** process within five (5) business days.

10. STAFF TRAINING

10.1 Overall Training Program Requirement. With its proposal, The Contractor shall submit a staff training program that must be reviewed and approved by CapMetro. The staff training program must include new/incumbent staff training plan, refresher training plan, and remedial training plan for all Contractor Staff.

10.1.1 Training Program. CapMetro staff may attend and/or audit the training program, training sessions, and documentation at any time. CapMetro reserves the right to add/remove, or request revision of any training aspects within the Contractor's training program.

10.2 CapMetro Access Training. The Contractor's training program must include CapMetro Access (ADA Paratransit) services.

10.3 Pickup Services Training. If the Contractor is assigned to provide a service for CapMetro Pickup, the Contractor's training program must include Pickup services. Prior to entering Pickup Service, all Operators shall have at least **two (2) hours** of Pickup specific training, in addition to the other training noted below. The Pickup training shall include the following at a minimum:

- Zone Parameters/landmarks
- Pickup application usage
- Pickup fare handling
- Pickup scheduling
- Deadhead routes to zones

10.4 Sole Responsibility. The Contractor must ensure that each employee is fully knowledgeable of their duties/responsibilities and can perform their work in a safe and professional manner.

10.5 Training Documentation. The Contractor understands that training records are a key component of compliance with Federal Regulations, including Title VI. All forms of training are required to be documented by the Contractor for each employee. Types of training requiring documentation include new hire onboarding, classroom training, verbal coaching/counseling, virtual training, training blitzes/campaigns, and messaging/bulletins.

10.6 CapMetro Training Modules. CapMetro will, at its discretion, develop content for training modules (e.g., customer service training, etc.). When such content is developed, CapMetro will provide "train the trainer" sessions to orient the Contractor to the objectives of the module, content and intended delivery mechanism.

10.7 Contractor Training Initiatives. The Contractor shall consistently assess training needs and provide additional training if the training requirements outlined in this Contract are deemed insufficient in providing safe and professional

services regarding any facet of operations. Any additional training identified must be approved by CapMetro before implementation and added to the Contractor's Training Program formally after approval.

10.8 New Hire Training. The Contractor's training plan must include at least **sixteen (16) hours** of New Hire Training, required for all employees on this Contract. The training plan must demonstrate how all new staff will be fully trained and fully ready for operations at the start of the service.

This training plan shall include, but not be limited to, the following:

- ADA Sensitivity, Compliance & Diversity
 - Passenger Assistance Technique (P.A.T.) certification or an equivalent course (e.g., PASS from CTAA) which shall be approved by CapMetro.
 - Passenger identification and the use of tactile tools for deaf/blind passengers.
 - Sensitivity Training, including, but not limited to, sensitivity towards persons with disabilities, sexual harassment, violence in the workplace, diverse individuals, mental health awareness (NAMI or similar) and strategies for handling compassion fatigue.
 - Introduction to the Americans with Disabilities Act and the role of ADA paratransit.
- Vehicle breakdown, accident, adverse weather, and other emergency procedures including emergency vehicle evacuation of the Passengers and Driver.
- Location evaluation and hazard reporting.
- Customer Service, including dealing with difficult people.
- Communication, conflict management, de-escalation tactics, and emergency response.
- Defensive Driving
- Drug & Alcohol Awareness

10.9 Quarterly Training. The Contractor shall provide **thirty (30) minutes** of targeted training for all employees every quarter. These topics can include safety initiatives, changes in service, or other content.

10.10 Refresher Training. The Contractor shall provide **four (4) hours** annually of Refresher Training. The Refresher Training plans shall include the following minimum topics:

- ADA compliance and assistance to persons with disabilities.
- Customer Service
- Vehicle/Passenger Incident/Accident Response.
- Any changes to CapMetro Access and Pickup policies, procedures, equipment, or vehicle types.
- Training on scheduling/navigational tools e.g., Spare, VIA (or any other current software being utilized for scheduling and vehicle navigation).

10.10.1 Defensive Driving. Vehicle Drivers are required to complete a qualified defensive driving course every **two (2) years**, such as a National Safety Council (NSC) course, or an equivalent course pre-approved by CapMetro.

10.11 Remedial Training. The Contractor shall ensure that all staff within all roles and responsibilities receive remedial training as needed to ensure safe and successful operations while in service and out of service. CapMetro reserves the right to require the Contractor to provide remedial training to any employee on any topic at any time before the employee can return to working within their job function.

Remedial training may be required, but not limited to, when employees:

- Perform unsafe behaviors with persons or property.
- Incorrectly follow CapMetro or Contractor's processes/procedures/policies.

- Conduct themselves unprofessionally with customers and coworkers.
- Have a valid complaint filed against them.
- Have a preventable event with a customer or vehicle.

10.12 Continual Evaluations. The Contractor will evaluate its Staff, at a minimum, every 6 months to ensure services are being executed to the highest standards and no additional training is needed. The methods and criteria for evaluations should be included in the Contractor's training plan.

10.13 Training Exceptions. CapMetro must approve all exceptions to the required minimum training standards within this Contract and approved training program. Exception requests must be in writing with adequate reasoning as to why any portion of training cannot be completed by the employee.

11. VEHICLE DRIVER EXPECTATIONS, CONDUCT, & DRESS

11.1 Pre-Employment Requirements. In addition to the qualifications listed in the Personnel Assignments section of Exhibit E, Vehicle Drivers shall meet the following pre-employment requirements:

- Possess a valid State of Texas Driver's License appropriate for the class of vehicle to be operated. Drivers must have maintained a valid driver's license for three (3) consecutive years.
- Demonstrate English language competency (reading, writing, and speaking). CapMetro encourages bilingual (English/Spanish) hiring practices.
- Pass a comprehensive drug screen as detailed by 49 CFR 391.41.

11.2 Vehicle Driver Expectations. The Contractor's Vehicle Drivers shall at a minimum meet the following requirements:

11.2.1 Working Knowledge. Having a working knowledge of driving times and the service area(s).

11.2.2 Early Pickups. If the Driver arrives at pick-up location early and the passenger is prepared and willing to depart early, the Driver may do so. The Driver shall not pressure a passenger to leave before the operating window

11.2.3 30-min Operating Window. Working within the thirty (30) minute operating window for CapMetro Access pick-ups. If the Driver is not going to make the pick-up within the operating window, the Contractor must notify DRCC for assistance. Trips may be removed or added to ensure the Driver's run is optimized.

11.2.4 Priority Items. Drivers shall visually sweep vehicle after drop-off to ensure customer's items are not left in the vehicle. Provided for reference is **the most current Attachment 5: Lost & Found Procedures**. CapMetro will provide successful Contractor instruction for retrieval of items.

11.3 Staff Conduct

11.3.1 Professional Conduct. The Contractor (including all staff and subcontractors) shall always conduct themselves in a professional manner with all internal and external staff, and especially when transporting or communicating with a passenger.

11.3.2. Prohibited Conduct. There are certain employee actions that are prohibited and may result in retraining, immediate suspension from CapMetro's Contract, permanent removal from CapMetro's Contract, or other disciplinary measures. These include, but are not limited to, the following behaviors:

- Committing unsafe, inappropriate, or negligent acts while employed under a CapMetro contract.

- Misconduct towards a Customer or other person, including abusive, hostile, discriminatory, argumentative, demeaning, or harassing behavior
- Failure to follow CapMetro policies and procedures
- Use or possession of illegal drugs, alcohol, firearms or other weapons
- Cell phone/Electronic device usage while operating vehicle, including texting, video watching, and use of Bluetooth/wireless devices
- Notification of an active warrant from any law enforcement or judicial agency
- Dishonesty, including without limitation 1) Theft, and 2) the willful failure to accurately complete required reports/documentation
- Disorderly Conduct, Fighting, Insubordination.

11.3.3. Staff Investigations/Corrective Measures. The Contractor shall promptly investigate all reports of unprofessional or prohibited conduct and institute appropriate corrective measures. All steps must be taken to ensure similar instances do not occur in the future with the investigated employee. Any incidents should be utilized as coaching opportunities to prevent unprofessional or prohibited conduct from occurring with all other staff in the future.

11.3.4 Employee Removal. Upon the request of CapMetro, the Contractor shall promptly remove from work under this Contract any employee who CapMetro considers unsuitable or who has displayed any act of discourtesy, rudeness, use of profanity, or any other act deemed unacceptable by CapMetro.

11.4 Vehicle Driver Personal Appearance Standards.

11.4.1 Appearance Standards. As noted in the **Section Titled Reasonable Assistance**, Drivers under this Contract will often be required to offer physical assistance to customers in the form of offering an elbow, shoulder, or other form of physical support to the clients, and must wear clothing and footwear suitable for those tasks. Drivers are required to wear **Shirts** that have sleeves and are free of any potentially offensive graphics or lettering; **Pants** or shorts that are not gym-shorts nor sweat-pants. Jeans or slacks are recommended. Closed-toed Shoes with socks will be required at all times – no sandals, slippers, or flip-flops. The Contractor shall ensure that drivers' attire always be compliant, clean and neat in a manner that shall reflect well both upon the Contractor and CapMetro. The Contractor drivers should be neat and practicing good hygiene methods. Personal fragrances should be used in moderation, ensuring scents are not overpowering and do not negatively impact passengers with sensitivities.

12. DISPATCH OPERATIONS

12.1 Dispatch Partnership Overview.

12.1.1 Driver Manifests/Schedules. Driver manifests and run schedules shall be developed and provided to the Contractor by the DRCC as outlined in the **Section Titled Run Cuts and Service Scheduling**. CapMetro may provide individual duties or trips, or blocks of scheduled duties, as needed.

12.2 Demand Response Control Center (DRCC). DRCC is responsible for managing passenger trips on the day of service. DRCC shall adjust, move, re-assign or cancel trips, as necessary. Their primary obligation is to provide safe, excellent service to customers by attending to on-time performance, productivity, same-day service and Driver requests for manifest adjustments. The Contractor shall immediately notify DRCC when a passenger cancels at the door or the passenger "no shows" the trip, to reroute and break requests.

12.2.1 Cancel at the Door. Is when the Driver arrives within the pickup window and is informed by the passenger or a responsible party that the passenger will not travel. The Driver will log this occurrence with the DRCC and provide details of the occurrence before continuing the run.

12.2.2 CapMetro Access No Show. Is when the Driver arrives within the pickup window and the passenger does not board the vehicle within five (5) minutes of the vehicle's arrival. The Driver will log this occurrence

with DRCC.

12.2.3 Pickup No Show. Is when the Driver arrives at the location requested on the app and the customer is not at the vehicle within two (2) minutes. The Driver must notify DRCC.

12.2.4 CapMetro Access Operating Window. If a Driver arrives at a pickup location early and the customer is prepared and willing to depart early, the vehicle may do so. The vehicle Driver is never allowed to coerce a passenger to leave before the defined operating window opens. If the vehicle Driver is running one (1) minute behind schedule or is more than thirty (30) minutes ahead of schedule, they shall notify DRCC.

12.2.5 Trip Management. Trips may only be removed, reordered, or added by DRCC.

12.3 Accident/Incident Response. In the event of a vehicle accident or incident, or safety/security incident, the Driver shall contact the Contractor dispatch immediately, and the Contractor dispatch shall notify DRCC immediately. The DRCC will contact the proper authorities, the passenger's emergency contact, and coordinate response activities with the Contractor. The Contractor shall ensure that the STO Manager or their designee is always available during service hours to coordinate activities and respond properly to any given accident or incident. The Contractor shall strictly adhere to **the most current Attachment 3: Accident and Incident Protocols**. DRCC will coordinate the transfer of passenger trips or activate additional runs as needed (**As described in the most current Attachment 24: Front Line Feedback Process and Procedure**). In addition, **the most current Attachment 21: Emergency Notification Procedure**, and **Attachment 22: Emergency Notification Quick Reference Guide** shall be followed to properly handle Demand Response emergencies from start to finish.

12.4 Vehicle and Driver Availability. The Contractor shall manage the daily availability of vehicles and Drivers. The Contractor is required to facilitate the speedy restoration of service in the event of a service disruption with necessary vehicles and Drivers. The Contractor shall analyze Driver and vehicle supply and demand based on CapMetro provided service needs and daily inform DRCC of vehicle and Driver availability.

13. EMPLOYEE NOTIFICATION SYSTEM

13.1 Employee Notification System. DRCC makes use of an employee notification system (currently Everbridge) to send voice, email, or text messages to CapMetro employees and the Contractor about such events as emergencies, accident/incidents, building evacuations, active shooter events, etc., occur in the field and within CapMetro facilities. Additionally, this system is utilized to notify operational staff of front-line concerns coming from Drivers (called Frontline Feedback).

The Contractor's STO Manager or their designee must communicate these events to DRCC within 2 hours, and include the information required in CapMetro's most current **Attachment 22: Emergency Notification Quick Reference Guide**.

14. SCHEDULING & RESERVATIONS

14.1 Run Cuts and Service Scheduling.

14.1.1 Service Availability. The Contractor shall provide capacity sufficient to meet CapMetro's estimated daily trip volumes (100-200 trips, Monday through Friday), estimates based on a single Contractor, and maintain the ability to respond to service fluctuations. If multiple award, this estimate will adjust accordingly. The majority of the Contractor's trips may be Monday through Friday, between 6am and 6pm.

14.1.3 Run Changes. DRCC reserves the right to cut runs, consolidate runs, expand runs, or release a Driver early on the day of service to meet customer demand. The Contractor shall ensure that its work assignments allow for variability. The Contractor shall ensure that sufficient flexibility is built into its staffing plans to adjust to the scheduling requirements on a day-to-day basis.

14.1.4 Late Missed Trip. In the event that an incomplete scheduled pickup is more than 60 minutes later than the pickup window, CapMetro may, at its discretion, cancel that pickup for the Contractor and reassign it to another Service Provider. **CapMetro will not compensate the Contractor for costs incurred in the event of a missed trip.**

14.2 Service Hours.

14.2.1 Holiday Service. Holiday Service offers a reduced level of trips in a smaller service area over a corresponding reduced fixed route service area. The number of runs to be operated is typically determined three (3) weeks prior to the Holiday service. CapMetro Access and Pickup services may differ in how holiday service is observed **(As described in the most current Attachment 29: Holidays Observed by CapMetro).**

14.2.2 Projected Passenger Trips. The following **Table 14** contains the projected Passenger Trips for a single Contractor. Trip volume may vary due to amount of contracts awarded, operational needs, seasonal demand, or special events. These are projections/estimates and do not constitute a guaranteed level of service. These values should be used for reference only, and CapMetro will not provide compensation in the event of an increase or decrease compared to the below reference **Table 14**.

TABLE 14	Year 1	Year 2	Year 3	Year 4	Year 5
CapMetro Passenger Trips	45000	60000	65000	70000	75000
Average Trips per Day	146	167	181	194	208

14.2.3 Performance Based Adjustment of Planned Trips. CapMetro reserves the right to review the Contractor's overall performance and the Key Performance Indicators (KPIs) set forth in **Exhibit F, Section 26, KPI and PDC Summary Table**. Based on such reviews, CapMetro may increase, decrease, or reassign planned trips, trip volumes, and service allocations to support service quality, reliability, and overall program goals. This performance review will be conducted at a minimum on a quarterly basis and may be done more frequently as determined by CapMetro.

14.3 Daily Operations (Scheduling based) PDCs. The Contractor shall ensure runs are completed as scheduled and completed without any lost time. By the Contractor providing a high-quality maintenance standard on the vehicles and effective management of staff for all runs scheduled by the DRCC, the runs should be successfully completed as planned. This section outlines PDCs that will be evaluated as appropriate.

14.3.2 Cancelled Runs. If the DRCC must cancel scheduled runs due to the Contractor having a shortage of Drivers and/or ready vehicles, this shall be tracked and may result in a CAP. As noted in **Section 6** of this Contract, The Contractor shall notify the DRCC of all runs requiring cancellation by 8:00 PM on the prior day before service (Example, notifying at 7 PM the night before is acceptable, notifying at 7 AM the day of is not acceptable). Runs cancelled by the Contractor on the day of service will be considered "unfulfilled runs".

14.3.3 Missed Service. Missed Service is defined as any length of time where service that has been accepted by the Contractor is not covered or is lost. Missed Service is a contract KPI and is measured by each half-hour unit. For example, if the Contractor accepts a 2-hours of service offered by CapMetro, but only runs 1 hour of that service, two (2) units of Missed Service will be tracked for that lost service.

14.3.4 Missed Trips. The Contractor must maintain a missed trip percentage of less than .05% of all trips.

The Contractor will be subject to corrective action if the missed trip percentage is more than .05% of all trips.

A missed trip is defined as:

- A trip where the Contractor arrives one hour or later after the closing of the operating window.
- A trip where the Contractor fails to notify the DRCC that the work cannot be performed until after the operating window has begun, thus causing another Driver to arrive one hour or later after the close of the operating window.
- A trip that is not completed in its entirety.
- Transporting the wrong passenger.
- A trip for which the passenger is dropped off at an incorrect or unauthorized drop off location.
- Pickup Service Only – A trip where the Driver drops off the passenger at an unauthorized location outside of zone.

14.3.5 Scheduling PDC Exceptions. The COTR will consider exception requests to any potential scheduling PDCs that CapMetro is responsible for (e.g., if too many vehicles are down due to parts shortages).

15. CUSTOMER SERVICE & COMPLAINTS

15.1 Customer Service Focus. Providing excellent customer service is a key element in CapMetro's strategic plan. The Contractor shall provide all public transportation services with a focus on ensuring a positive experience for the customer. The Contractor must work cooperatively with staff in CapMetro's customer service call center and DR Eligibility department to provide information and service to our customers.

15.2 CapMetro Access Rider Guide. Demand Response provides the public a continuously updated Rider Guide outlining all CapMetro Access (ADA) customer services and engagement to include eligibility, service levels, schedules, fare-handling, trip reservations, trip expectations, Driver responsibilities, customer policies, service suspension protocols, and other services offered by CapMetro Access. The Contractor shall fully comprehend the Rider Guide, understanding which components of the Rider Guide correspond to Contractor's responsibilities, and must support Demand Response ensuring that the Contractor's staff follow the policies/procedures within the Rider Guide (**See Attachment 99c: MetroAccess Rider Guide**).

15.3 Customer Service Training. Customer service is an essential deliverable within this contract. It is essential that the Contractor is consistently training customer-facing employees on appropriate customer service techniques and strategies to deliver optimal service to our clients. For details on Customer Service Training requirements (**See the Section Titled Staff Training**).

15.4 Complaints, Concerns, & Commendations.

15.4.1 Customer Response. In general, most complaints, concerns, and commendations are reported directly to CapMetro. The Contractor is required to resolve complaints assigned to them. The Contractor shall follow **the most current Attachment 12: Customer Call Report (CCR) Management and Attachment 12.1: Customer Issue Response Process**. This requires the Contractor to investigate and resolve passenger complaints and comments regarding the service. The Contractor shall contact each complainant by telephone and follow up with written correspondence when necessary. All telephone contact with customers shall originate from a recorded line and calls must be retained for no less than a period of forty-five (45) calendar days. The Contractor shall take initiative to resolve all customer concerns satisfactorily with little direction from CapMetro.

15.4.2 Employee Misconduct. The Contractor shall notify CapMetro immediately of any complaint alleging employee or passenger misconduct such as inappropriate conversation, touching, assault (physical or verbal) and serious safety violations. The Contractor shall cooperate fully with all law-enforcement and social

protective service entities in the investigation and resolution of any allegation of misconduct.

15.4.3 CCR Access. CapMetro will provide Contractor with customer service software (currently Salesforce). CapMetro will provide the Contractor with instructions and training on the software used to collect and report passenger comments. The Contractor shall designate a CapMetro pre-approved specific staff member(s) to manage CCR responses within the customer service software. The Contractor must also provide a backup to ensure there are no delays in the CCR response.

15.4.4 CCR Response Time. The Contractor must resolve any CCR within four (4) calendar days. If the CCR is not resolved by the fifth (5) calendar day, CapMetro may require a CAP. This may be considered for exception by Demand Response if the resolution delay is due to factors outside of the Contractor's control.

15.4.4.1 Complaint Resolution Reporting. Any unresolved customer complaints that are three (3) calendar days old or older must be reported to CapMetro each month. The monthly report must include how many days out of compliance each complaint was/is during the month period.

15.4.4.2 Complaint Investigations. Some customer complaints may be complex in nature and require investigation techniques to resolve properly. These complaints may require the gathering of witness reports, staff reports, videos, photos, etc. for CapMetro or other local authorities. The Contractor must notify the informant via telephone or written correspondence regarding the results of the investigation.

15.4.4.3 Resolution Documentation. The Contractor shall document customer complaint resolutions for each complaint in the customer service software (currently Salesforce).

15.5.5 Notifying Customer Service. CapMetro's Customer Care operates a call center for intake of all customer complaints. When the Contractor receives a phone call or written passenger complaint directly, details regarding the complaint must be forwarded to the Demand Response Customer Service Representatives for inclusion into the CapMetro database.

15.5.6 Complaint Rate. The complaint rate is a key performance indicator (KPI) for this contract.

16. SAFETY

16.1 Safety Management System. The Contractor shall implement a safety program that adopts the Safety Management System (SMS) approach defined by the FTA and shall submit a comprehensive SMS Plan to CapMetro for approval. The Contractor shall assume full responsibility for ensuring the safety of customers. The Contractor shall develop, implement, and maintain a formal safety management program. The safety management program shall include, but not be limited to, accident prevention, accident investigation, retraining guidelines and procedures, criteria for determining preventability of accidents, and a program for internal safety meetings to reinforce safety importance. A copy of the Contractor's safety management program shall be available for review to CapMetro any time during the term of the Contract.

16.2 CapMetro Safety Meetings. The Contractor shall ensure that Safety and Operations Managers participate in monthly System Safety meetings with CapMetro staff.

16.3 Transit Safety and Security Program (TSSP). The Contractor's Safety and Training Manager shall obtain DOT Transit Safety and Security Program (TSSP) certification within two (2) years of being assigned to safety management duties within this contract.

16.4 Post Accident Training. The Contractor shall provide to its applicable employees a program for post-accident training.

16.5 Enterprise Risk Management Program. CapMetro has a program and processes for managing risks and pursuing opportunities. The Contractor must have similar processes in place. As part of this program, it is understood that some risks must be accepted to achieve goals and conduct business, while other risks are unacceptable. CapMetro and the Contractor shall work together to manage the unacceptable risks, while ensuring that service delivery standards are maintained.

16.6 Safety Equipment.

16.6.1 All Vehicles. The Contractor shall ensure that all vehicles have properly operating safety equipment, fire extinguishers, reflectors, first aid kits, and bio cleanup kits.

16.7 Accident and Incident Procedures

16.7.1 Emergency Notifications. The Contractor must comply with emergency notification procedures set forth in the **Section Titled Employee Notification System** of this Contract, **Attachment 21: Emergency Notification Procedure**, and **Attachment 22: Emergency Notification Quick Reference Guide**.

16.7.2 Vehicle & Passenger Accidents. Contractor must comply with the responsibilities related to accidents and incidents set forth in **Attachment 3.3: Accident & Incident Scene Responsibilities** and **Attachment 3: Accident and Incident Protocols**.

16.7.3 Accident & Incident Reporting. The Contractor's reporting shall comply with Federal, State and CapMetro requirements (**See Attachment 3.1: Accident Definitions & Criteria for Monthly Reporting**). Accident reports shall be legible and include information as described in CapMetro policies and procedures (**See Attachment 3.1: Accident Definitions & Criteria For Monthly Reporting**).

16.7.3.1 Accident/Incident Supporting Documentation and Timeline.

16.7.3.1.1 Notification of Event. The Contractor shall provide an initial written notification (typically email) that includes a high-level summary within (2) hours of the incident, along with a phone call to the CapMetro DR Service Impacts number, as shown in the most current **emergency contacts Attachment 21: Emergency Notification Procedure**. A more detailed written follow-up is required within twenty (24) hours of any vehicle/passenger accident, incident, or physical damage, and/or personal loss from any accident or incident on or near CapMetro's facilities or property.

16.7.3.1.2 Driver & Supervisor Reports. The Contractor shall provide CapMetro with the Driver and Supervisor reports, color photos, and courtesy cards within two (2) business days of the event. These documents must be uploaded onto a share drive location provided by CapMetro.

16.9.3.1.3 Rulings, Videos, and No Damage Notifications. The Contractor must upload their preventability ruling, applicable videos, and no damage notifications (if applicable) to a designated server location by CapMetro within five (5) business days.

16.7.3.1.5 Accident/Incident Reporting CAPs. If any of the deliverables outlined in this section (**also see the Section Titled Accident/Incident Supporting Documentation and Timeline**) are not provided based on the timelines requested, a CAP may be required.

16.7.4 Accident Investigation. The Contractor's designated accident investigation staff shall respond immediately in person to the above-described incidents or accidents and complete an accident investigation. Once identified, previously unreported/discovered vehicle damage shall be reported in the same manner as described in the **Section Titled Accident & Incident Reporting**. The Contractor shall make every effort to

investigate the cause and preventability of unreported damage and use a Preventability Checklist for Unreported Damage.

16.7.5 Accident Details. Details of every vehicle and Passenger accident or incident, including vehicle number, preventability claims, severity category, elapsed hours between the prior workday and time of accident, and hours worked in the previous seven calendar days shall be reported to CapMetro in the format detailed in a **Monthly Accident/Incident Log** by the fifth (5th) Business Day of the following month. The Contractor shall also submit a Quarterly Accident Claims log due by 10th Business Day after quarter ends.

16.7.6 Preventability Standards. Accident preventability shall be based on the National Safety Council's (NSC) "Guide to Determine Motor Vehicle Collision Preventability." Whenever preventability determinations are in question, the Contractor's safety staff shall consult with CapMetro to reach a resolution. CapMetro will make the final determination of preventability on all accidents and incidents. The Contractor's personnel determining rulings shall have the training necessary to determine rulings according to NSC guidelines.

16.9.7 Biological Hazard (Biohazard) Operating Procedure Plan. The Contractor shall provide an outlined plan on how to address and resolve a reported biohazard on a vehicle.

16.8 Safety in the Workplace

16.8.1 Federal, State, and Local Laws. The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations during the performance of this Contract. The Contractor shall comply with additional safety requirements when applicable. Such additional requirements shall be provided to the Contractor in writing.

16.8.2 Safety Rules. The Contractor shall implement safety rules and procedures in accordance with transit industry best practices and CapMetro procedures.

16.8.3 Safety Program. The Contractor shall document its Safety Program in its Safety Management System (SMS) plan that includes the elements, components and key activities of SMS.

16.8.4 CapMetro Safety System. The Contractor shall coordinate its safety efforts with CapMetro in the interest of ensuring a seamless approach to the safety of CapMetro's system. This includes all efforts to fully implement Safety Management Systems (SMS) as described in the FTA's National Public Transportation safety plan.

16.8.5 Mobile Devices & Electronics. CapMetro procedures restrict the use of mobile phones and other personal electronic devices for any purpose other than routing and directions while the vehicle is in revenue service or actively transporting CapMetro riders. The Contractor shall ensure that Drivers are only using hands-free devices and technology while the vehicle is in use and shall follow all applicable laws and regulations. CapMetro requires a zero-tolerance policy for violations of this procedure **(As described in the most current Attachment 20: Electronic Device Policy)**.

17. SECURITY

17.1 CapMetro Law Enforcement. CapMetro staffs sworn police officers to provide police assistance for incidents that occur during daily operations. CapMetro expects Contractor's Radio Dispatch to utilize available internal police force for incidents which include but are not limited to; disorderly conduct, passenger intoxication, criminal trespass, theft of services, use of drugs, smoking on a bus or on CapMetro controlled property, vandalism, suspicious activity, and suspicious packages.

17.2 Imminent Harm or Danger. Major incidents where passengers, Drivers or the public are in imminent harm or danger must be called into 911. After reporting to 911, CapMetro police will also be dispatched. Major incidents

include but are not limited to passenger, Driver or public need of medical assistance, assault, fighting on bus or on CapMetro controlled facility, display and/or use of weapons, Bomb Threats, or threats against the public.

18. DATA AND REPORTING

18.1 Contractor Data Plan. The Contractor shall establish a Data and Reporting plan that covers, at minimum, operations, customer service, safety, and maintenance, and must be submitted to CapMetro for approval. The Contractor shall use data analytics to draw conclusions about the information contained in the data for the purpose of continuous improvement of processes and procedures. As necessary, Contractor shall collect specific data requested by CapMetro to help determine root causes of performance issues and to assist in determining solutions.

18.2 Data Submissions. The Contractor shall submit operating data and related information to the specification and satisfaction of CapMetro. Reports shall be provided in the format requested by CapMetro to include, but not limited to MS Word, MS Excel, and PDF.

18.3 Record Ownership. All records maintained by the Contractor during the term of the Contract shall become the property of and be furnished to CapMetro at the end of the Contract term.

18.4 Data Adaptability. As CapMetro's requirements for data changes from time to time, the Contractor shall cooperate and assist CapMetro in implementing revised data collection procedures and methods as established through new technology.

18.5 Submission Timeliness & Quality. The Contractor shall provide accurate and timely completion of any requested forms at given time intervals. All data collected and/or reports generated must be prepared legibly and must be typed or developed utilizing an MS Word or MS Excel (version 2010 or later) format, unless otherwise specified or agreed to in writing by CapMetro. All submissions must be submitted electronically.

18.6 Record Retention. The Contractor shall maintain all project records as requested by CapMetro. CapMetro retains the right to add or delete any report which is needed to help maintain the reliability of the fleet and ensure quality and efficiency of the services provided. Documentation (computer files, vehicle Driver logs, NTD reporting, invoicing, Drug & Alcohol, Safety & Accident reporting, etc.) shall be retained by the Contractor throughout the term of this contract, consistent with the requirements in Exhibit E.

18.6.1 Record Retention Exceptions. CapMetro may direct the Contractor in writing to periodically eliminate redundant and obsolete files such as paratransit trip backup data, pictures, videos, and other file types.

18.7 Reporting Schedules. The Contractor shall strictly adhere to required and agreed upon reporting schedules. Reports, contents, and frequency of reporting will be subject to change with business needs and practices.

18.8 RESERVED

18.9 Daily Information & Reporting. The Contractor shall capture the following minimum information daily and must be able to provide a report to CapMetro monthly, or on-demand on any day of service.

- Trip Fulfillment Rate (All Trips)
- On-Time Performance of the Pickup Window
- Missed Trips (All Trips)
- Customer Complaint Rate (Per 10,000 Passenger)
- Accidents & Incidents
- Vehicle Service Hours
- Vehicle Service Miles

- Completed Trips

18.9.1 Monthly Summary. The Contractor shall provide a summary of the daily reporting requirements (See the Section Titled **Daily Information & Reporting**) to Demand Response by the (fifth) 5th calendar day of the following month.

18.9.2 Erroneous and Late Reporting. The Contractor understands that CapMetro will utilize the information from its reports for critical functions, including reporting to the Board of Directors, responding to Public Information Requests, Budgeting and Forecasting. It is critical that the Contractor's reports are accurate and on time. Late reporting will result in a **\$200 PDC per occurrence as set forth in this Contract**, and inaccuracies may require a CAP.

18.10 Unique Reports. In addition to daily reporting data and information above, there are other reports that are required based on specific time frames. These are listed below.

18.10.1 Invoices. The Contractor shall bill CapMetro monthly after the end of the prior month. CapMetro will provide the Contractor with an invoice template with sections detailing the billing lines, PDCs, and incentives/disincentives outlined within this Contract. CapMetro will also provide the Contractor with an Invoice Cover Memo template that summarizes what is within the invoice and verifies through signature CapMetro and the Contractor both approve the invoice (prior to submitting for payment).

18.10.1.1 Invoice Requirements. See Exhibit E, Invoicing and Payment section for details.

18.10.1.1 Invoice Preparation. The Contractor must provide a comprehensive invoice with all calculations considered prior to submittal to CapMetro. To the best of their ability, the invoice must be complete and accurate at the time of submittal to CapMetro. The invoice submittal must have all supporting documentation to include fixed billed rates and details for all costs and metrics. For timely processing of payment, the Contractor shall provide the invoice and backup by the close of the fifteenth (15th) calendar day of each month. Invoices with the cover memo must be submitted to the COTR who will verify the information and submit it to CapMetro's Accounts Payable for payment processing.

18.10.1.2 Invoice Payment Cycle.

1. The Contractor shall provide the complete and accurate invoice with the cover memo and backup documentation for the previous month's services by the fifteenth (15th) calendar day of each month.
2. The COTR will review the invoice, invoice cover memo, and backup documentation. If the documentation is not found to be complete and/or accurate, the Contractor shall update their invoice submittal until it is ready to send to Accounts Payable.
3. Once the invoice and backup documentation are approved, the COTR will sign the invoice cover memo. Then the COTR will submit the invoice, backup documentation, and cover memo to AP to begin processing for payment.
4. AP will process the invoice and submit payment to the Contractor in accordance with the Contract.
5. The timeline to pay the Contractor does not start until the invoice is verified by the COTR as being complete and accurate.

18.10.2 NTD Reporting. The Contractor shall provide data, forms, and assist CapMetro in reporting for the National Transit Database as necessary (See the Section Titled **National Transit Database Requirements for full details on NTD reporting requirements**).

18.10.3 Staff Reporting. The Contractor must provide a staff report listing all current staff by name and title. Employee ID and hire date are also required in this report. This report is due by the tenth (10th) calendar day of the month.

18.10.4 Leading/Lagging Safety Indicator Report. Part of the FTA Safety Management System (SMS) Plan (**See the Section Titled Safety Management System**) is identifying safety leading/lagging indicators in transit. A leading indicator is a measure preceding or indicating a future event used to drive and measure activities carried out to prevent and control injury or damage. Lagging indicators measure past accident/incident statistics. Demand Response will provide a template to fill out and return monthly that demonstrates the Contractor's lagging/leading indicators. The Contractor shall provide an overall summary report outlining how management of these indicators is leading to improvements to Contractor's Safety Management System. The Contractor shall provide this report by the tenth (10th) calendar day of the month.

18.10.5 Other Reports. Other reports may be required by the Contractor based on service needs temporarily or on a permanent basis. CapMetro will inform the Contractor when these reports are required, the time frames, and the duration of time the reports will be required. Late Reporting may be subject to a **\$200 PDC** per occurrence as noted above in **the Section Titled Erroneous and Late Reporting**.

18.11 Enterprise Data Analytics Platform (EDAP). CapMetro has an internal Enterprise Data Analytics Platform (EDAP), currently running on Snowflake. The Contractor shall provide operations and related datasets to be integrated into EDAP for internal analysis. All data provided will remain the property of CapMetro.

19. RESERVED

20. VEHICLES

20.1 Vehicle Certification. The Contractor shall ensure that any vehicle used to perform services under this Contract is eligible, documented, and certified prior to activation. Vehicles may be supplied by the Contractor; by drivers; by subcontractors; or through other arrangements established by the Contractor. Regardless of ownership, the Contractor shall maintain complete responsibility for verifying that each vehicle meets CapMetro's minimum standards; remains properly documented; and complies with all requirements throughout the period of service.

Within 90 days of receiving a Notice to Proceed, the Contractor shall submit a Vehicle Certification Plan describing its process for reviewing; approving; documenting; and monitoring vehicles used in revenue service. Each vehicle shall complete an initial certification prior to activation and shall remain subject to periodic compliance monitoring.

At a minimum, eligible vehicles shall:

- Be 15 years old or newer.
- Not titled salvage, non-repairable, rebuilt, or any other equivalent classification.
- Be in good general condition.
- Not be classified as a sub-compact, economy, or smaller sized vehicle based on current vehicle rental market classifications.
- Have a minimum of 4 doors and a minimum of 5 functional seatbelts (inclusive of the driver).
- Have no commercial branding, advertising wraps, digital signage turned on, etc., unless fully removable or able to be powered off while performing service for CapMetro.
- Be well maintained and capable of passing a State Inspection test at all times. Items include but are not limited to:
 - Interior and exterior lighting fully functional, Windshield not broken or damaged in any way to obstruct driver view, fully functional heating and air conditioning systems, all safety and emergency warning systems fully functional (horn, wipers, 4 ways etc.), tires within legal tread depths across the whole tire. Braking, steering and suspension systems in safe and fully functional order.
- Correctly assigned and displayed vehicle license plate(s) and current valid registration sticker.

20.2 Vehicle Re-Certification. The Contractor shall re-certify compliance with vehicle standards annually as defined in the Contractor's **Vehicle Certification Plan**; the Contractor shall maintain auditable records of such certifications on the CapMetro Extranet and reserve the right to deactivate vehicles from the platform pending resolution of any reported issues. CapMetro reserves the right to perform random audits or require verification of specific vehicles used for service delivery in response to complaints or safety concerns.

Each vehicle shall also be equipped with the following technology systems, either integrated into the driver's mobile device or the service platform: a dash-camera continuous recording device, real-time GPS tracking; a CapMetro-approved mobile application interface capable of displaying trip assignments and accepting passenger verification. See the **Section Titled Technology** for more information.

20.3 Vehicle Registrations and Inspections. The Contractor shall ensure that all vehicles used in Revenue Service maintain valid and current vehicle registrations, license plates, state-required inspections, and insurance coverage, in accordance with applicable local, state, and federal laws. The Contractor shall require each Driver to provide documentation verifying compliance with these requirements prior to activation on the platform, and at regular intervals thereafter, not to exceed twelve (12) months or the expiration date of the document, whichever is sooner.

Documentation shall include: a valid state vehicle registration; current license plate with active tags; proof of passing a state vehicle inspection, where required; and proof of active personal automobile insurance meeting or exceeding minimum coverage limits required by law and any additional limits specified by CapMetro or the Contractor.

The Contractor shall maintain accurate and auditable records of all such documentation within the CapMetro Extranet and shall have a system in place to monitor document expirations, proactively notify Drivers of renewal deadlines, and suspend or remove non-compliant vehicles from Revenue Service until deficiencies are resolved. CapMetro reserves the right to request records, conduct audits, or review documentation related to vehicle compliance at any time.

21. VEHICLE MAINTENANCE AND OVERSIGHT

21.1 Maintenance and Upkeep of Vehicles. Drivers under this service model will typically utilize personal vehicles or vehicles not provided by CapMetro. The Contractor shall ensure that all vehicles used in Revenue Service are properly maintained, safe, and in good working condition at all times. CapMetro reserves the right to review the Contractor's vehicle maintenance policy, request maintenance documentation, or perform direct audits of vehicles in Revenue Service as needed.

22. RESERVED

23. SYSTEM WIDE POLICIES AND PROCEDURES

23.1 Policies and Procedures. The Contractor shall comply with all CapMetro operations policies and procedures. A complete list of these policies and procedures can be found in the attachments to this Contract as well as on the CapMetro file sharing site for the duration of this Contract. CapMetro will periodically modify, update, or introduce policies and procedures. Updates and new policies and procedures shall be reviewed with Contractor Management prior to implementation. The Contractor shall distribute current and updated policies and procedures and ensure that assigned personnel are familiar with policies and procedures.

23.2 Lost & Found. The Contractor shall adhere to the CapMetro's **Attachment 5: Lost & Found Policy**. CapMetro will provide successful Contractor instruction for retrieval of items.

23.3 Tolls & Citations. The Contractor shall be responsible for all Tolls and Citations.

23.4 Fare Handling & Reconciliation.

23.4.1 CapMetro Access Fares.

23.4.1.1 CapMetro Access Cash Fares. No cash fares are currently accepted for CapMetro Access service, but CapMetro reserves the right to introduce technology that may include cash as a fare medium.

23.4.1.2 CapMetro Access Ticket or Pass Fares. Fares in the form of a digital or physical CapMetro Access ticket or monthly pass, or another medium as approved by CapMetro shall be collected and processed for each:

- Eligible rider, nineteen (19) years of age and older
- Companions aged nineteen (19) or older

Fares will **not** be charged for:

- Personal Care Attendants (PCAs).
- Companions aged eighteen (18) and under.

23.4.1.3 CapMetro Access Fare Monthly Reporting. The Contractor shall provide a report each month by the fifth (5) calendar day of the succeeding month that shows the following:

- Each vehicle/run that collected fares with associated dates.
- Counted and totaled fares collected on each vehicle/run that collected fares.
- Subtotals of tickets, passes, and non-payments for total fares collected by date & vehicle/run.

23.4.2 Pickup Fares.

23.4.2.1 Pickup Cash Fares. Pickup customers can provide cash fares for Pickup Services.

23.4.2.2 Pickup Fare Collection. The Contractor must collect, record, handle, and reconcile cash fares in accordance with current CapMetro procedures.

23.4.2.3 Pickup Fare Monthly Reporting. The Contractor shall provide a report monthly by the fifth (5) calendar day of the following month that reports all received and reconciled cash for the previous month.

23.4.2.4 Pickup Fare Invoicing. The Contractor shall keep any petty cash received from Pickup cash fares. The total fare cost will be deducted from the monthly invoice prior to invoice payment.

23.4.2.5 Non-Validated Pickup Fares. During Pickup service, there are some instances when the fare media or bus pass that is purchased is not possible to be validated (**As described in the most current Attachment 44: Procedures for Non-Validated (Bus Pass) Fare Media on Pickup**).

23.4.3 Driver Fare Responsibility.

23.4.3.1 Fare Collection & Verification. The Contractor's Drivers shall collect and verify valid fare media from each passenger upon boarding. This includes verifying each ticket/pass for each passenger each time they ride (passengers may not share the same pass).

23.4.3.2 Fare Recording. The Contractor's Drivers shall record the fare presented by each passenger or companion, and any non-payments, directly onto the mobile data device and manifests. Drivers shall turn in all collected tickets at the end of each shift.

23.4.4 Fare Destruction. The Contractor is required to submit a **Cash Fares and Physical Media**

Management Plan with its proposal that will outline how the Contractor will reconcile and manage all physical payment methods including Cash, Coins, and Tickets. The Contractor must ensure that all paper tickets are destroyed and not able to be re-used.

23.4.5 Potential Fare Technology. CapMetro may choose to implement smart card technology or other alternative fare media at any time during this Contract at the cost of CapMetro. As with all new technology integrations that may occur under this Contract, the Contractor shall take a cooperative and active role with CapMetro in testing, validating, and training staff for new technologies at no additional cost to CapMetro.

23.4.6 Driver Tips. The Contractor shall ensure that Drivers do not receive tips while in CapMetro service. This may include tip features built into the Contractor's app, cash tips, or otherwise.

24. EMERGENCIES AND SERVICE DISRUPTIONS

24.1 Emergency Program. The Contractor shall develop, implement, and maintain a service continuity program to respond to emergencies and routine problems that occur, and must submit this Emergency Response Plan with its proposal, to be reviewed and approved by CapMetro. Procedures include, but are not limited to:

- Passenger injuries.
- Disturbances.
- Illness.
- Vehicle emergencies and equipment failures.
- Fluid spills and leaks.
- Facility and vehicle fires.
- Inclement weather.
- Accidents.
- Detours.
- Employee injuries.

24.2 Emergency Situations. CapMetro may engage the Contractor to provide assistance during emergency situations. The Contractor shall be responsive and cooperate in good faith.

25. SERVICE QUALITY AND PERFORMANCE INDICATORS

25.1 Performance Requirements. The Contractor shall meet or exceed the performance requirements as outlined in this Contract. When the Contractor's performance metrics do not meet Contract goals, the Contractor shall collaborate with CapMetro on improving performance metrics so that goals are met. Additionally, the Contractor shall help investigate and provide potential solutions when there are barriers inhibiting high service performance.

25.2 Performance Indicators Overview. Performance indicators are included in this Contract to provide the highest level of service possible. CapMetro will monitor the Contractor in its performance of the Contract to ensure adherence to all performance specifications at all times. Performance indicators are measured and tracked monthly (unless otherwise specified).

25.2.1 Performance Indicator Goal Adjustments. Due to unforeseen service changes, there may be times when performance indicator goals require adjustment. CapMetro will review data and collaborate with the Contractor if a performance indicator goal needs adjusting. CapMetro shall have the final say in the setting of the performance indicator goals. Any changes in performance indicators shall not impact how PDCs are measured without a modification to the Contract.

25.3 CapMetro Quality Assurance/Quality Control (QA/QC). QA/QC staff from CapMetro Facilities, CapMetro Vehicle Maintenance, and Demand Response shall periodically perform audits of the Contractor's performance throughout the term of this Contract. The audits will be based on all scopes of services required within the Contract.

The results of these audits shall be rated and recorded via the Observation Report. Deficiencies noted via Observation Reports may result in a Corrective Action Plan ("CAP").

25.3.1 Corrective Action Plans (CAP). When deficiencies are found indicating that the Contractor is failing to meet contractual performance requirements, the Contractor shall develop a CAP that addresses identified deficiencies and provides a resolution strategy to each deficiency. The Contractor shall submit a CAP for Demand Response approval based on the deadline given by the COTR. CapMetro will assess a **\$100 PDC** per calendar day for every day that the CAP does not meet the submittal deadline. Once the CAP is approved, the Contractor and COTR will determine a reasonable completion date to resolve the discrepancies outlined.

25.3.2 CAP - Invoice Withholding. Resolving performance deficiencies is critical to providing quality services to CapMetro customers. The Contractor shall resolve those deficiencies within the dates set by CapMetro in the CAP. If the deficiencies have not been resolved within thirty (30) calendar days of the dates set within the CAP, CapMetro reserves the right to withhold twenty-five (25%) percent of the invoice payment(s) until deficiencies are resolved. Any withholdings will be paid to the Contractor once the CAP has been resolved.

25.4 Contractor Quality Assurance/Quality Control. The Contractor shall develop and submit a Performance Monitoring Plan which outlines the key criteria for success, and the methods through which the Contractor shall regularly monitor those criteria. The plan shall establish steps to correct deficiencies in performance, and to communicate findings to CapMetro.

25.5 Performance Exceptions/Extensions. From time to time, situations may arise wherein a factor outside of the control of the Contractor may impede performance of any scope of services within the contract. When such a situation arises, the Contractor may be eligible for an exception or extension, consistent with the provisions set forth in Exhibit E, Excusable Delays section.

25.5.1 Exception/Extension Requirements. Whenever possible, the Contractor must request an exception or extension in advance. Such requests must be submitted in writing in accordance with the Contract and must fully explain the circumstances; the specific contractual requirement or deadline for which an exception or extension is being requested; an explanation of efforts undertaken to mitigate the impact of the exception or extension; and the specific relief being requested. If there is a dispute on whether the exception or extension shall be approved, the COTR will make the final determination.

25.5.1.1 Exception/Extension Dispute Escalation. Disputes will be addressed in accordance with the Contract. CapMetro has sole discretion in approving all exceptions or extensions.

25.6 Key Performance Indicators (KPIs) & Measurements. This section details all the KPIs that demonstrate if the Contractor is excelling, maintaining, or failing at the scope of services within this contract.

25.6.1 CapMetro Access On-Time Performance (OTP).

25.6.1.1 CapMetro Access Operating Window. "On time" is when a CapMetro Access passenger is picked up within the operating window. The operating window for CapMetro Access is thirty (30) minutes total; aligning fifteen (15) minutes before the scheduled pickup/drop off time, and (15) minutes after the scheduled pickup/drop off time. At the time of the initial trip request, the passenger (or individual requesting the trip) will be informed what the operating window is.

Example: A pick-up is scheduled on the vehicle manifest as 10:15, therefore the operating window is between 10:00 and 10:30. Vehicles arriving at or before 9:59 are early; vehicles arriving at or after 10:30 are late.

25.6.1.2 CapMetro Access OTP Goal. The Contractor must strive for the highest on-time performance possible every day of service. The Contractor's goal shall be **92%** or higher OTP during

any given month period.

25.6.1.2.1 CapMetro Access OTP Incentive. CapMetro will pay the Contractor a **\$2,500** incentive when the Contractor maintains an OTP of **95%** or greater during a month period.

25.6.1.2.2 CapMetro Access OTP Disincentive. CapMetro will require a CAP to be provided and approved when the Contractor fails to maintain an OTP of at least **90%** or greater during a monthly period.

25.6.2 CapMetro Pickup On-Time Performance (OTP).

25.6.2.1 "Pickup "On Time Pickup. "On time" is when a Driver arrives to pick up a passenger within fifteen (5) minutes of the scheduled arrival time according to the scheduling App.

25.6.2.2 Pickup OTP Goal. The Contractor must strive for the highest on-time performance possible every day of service. The Contractor's goal is **92%** or higher OTP during any given month period.

25.6.2.2.1 CapMetro Pickup OTP Incentive. CapMetro will pay the Contractor a **\$2,500** incentive when the Contractor maintains an OTP of **95%** or greater during a month period.

25.6.2.2.2 CapMetro Pickup OTP Disincentive. CapMetro will require a CAP to be provided and approved when the Contractor fails to maintain an OTP of at least **90%** or greater during a monthly period.

25.6.3 Preventable Vehicle Accident Rate.

25.6.3.1 Preventable Vehicle Rate. The rate for preventable vehicle collisions shall be no more than .170 per 10,000 Total Vehicle Miles. The definition of a preventable vehicle accident will follow NSC's definition. CapMetro will require a CAP to be provided and approved when the Contractor fails to maintain goal.

25.6.3.2 Preventable Vehicle Definition. CapMetro follows **the National Safety Council's Guide to Determine Motor Vehicle Collision Preventability** to evaluate and determine if a vehicle accident is preventable or unpreventable. The Contractor shall provide their ruling determination of each accident, but final determination of preventability is at the sole discretion of CapMetro.

25.6.4 Customer Complaints Performance.

25.6.4.2 CCR Response Time. The Contractor must resolve all CCRs by the fifth (5th) calendar day of receipt. See **the Section Titled CCR Response Time** for more information on CCR Response time performance requirements. CapMetro will require a CAP to be provided and approved when the Contractor fails to maintain goal.

25.6.5 Trip Reliability & Fulfillment Rate (All Trips). The Contractor shall accept and fulfill a minimum of **95%** of all trips offered by CapMetro, measured on a monthly average basis. "Fulfilled" is defined as a completed trip not canceled, refused, or unassigned due to Contractor capacity or availability. Failure to meet this threshold may result in corrective action.

If patterns or trends are identified in trip refusals, unfulfilled trips, or systemic gaps in trip coverage, the Contractor shall take all reasonable and timely steps to remedy the situation; these steps may include performing a root cause analysis; submitting a CAP within ten business days; retraining applicable personnel; and allocating additional service or driver resources as necessary.

25.6.5.1 Trip Refusals and Anti-Discrimination Oversight. The Contractor acknowledges that

refusal or failure to fulfill trips based on discriminatory reasons, whether intentional or systemic, is a material breach of this Contract and a violation of federal, state, and CapMetro policy. Discriminatory practices include, but are not limited to, denial of service due to disability status, presence of a service animal, race, color, national origin, limited English proficiency, age, gender identity, sexual orientation, or religious affiliation.

The Contractor shall implement and maintain internal monitoring protocols to track and evaluate trip refusal data, including documentation of driver-reported concerns and system-level refusals. If a pattern or concern of discriminatory behavior is identified, the Contractor shall take prompt remedial action.

25.6.5.2 Trip Reliability & Fulfillment Incentive. CapMetro will pay the Contractor a **\$2,500 Incentive** when the Contractor maintains a rate of **98%** or greater during a month period.

25.6.5.3 Trip Reliability & Fulfillment Disincentive. CapMetro will require a CAP to be provided and approved when the Contractor fails to maintain a rate of at least **95%** or greater during a monthly period, in addition to assessing a **\$2,500 PDC**.

25.6.6 No-Show, Cancellation, or Missed Trip with No Rider Fault. The Contractor shall ensure that trips are not improperly recorded as a rider no-show, canceled, or missed when the rider was not at fault. A trip shall be classified as having no rider fault when the customer was present at the designated pickup location within the scheduled pickup window, or when the trip could not be fulfilled due to a Contractor-related issue.

The Contractor shall take reasonable and documented steps to prevent misclassification of such trips; these steps shall include maintaining accurate on-board system records with GPS and time-stamped data; ensuring that Drivers receive clear procedural training on proper no-show documentation and wait time protocols; and reviewing trip data where a pattern of missed or disputed trips arises.

As noted in **Section 14** of this Contract, Missed Trips should not exceed 0.05% in total volume. If Missed Trips exceed 0.2% or trends are identified CapMetro may require a CAP. CapMetro reserves the right to evaluate the Contractor's performance metrics on an annual basis and work with the Contractor to implement changes as needed.

25.6.7 Rider/CapMetro Fault - No-Show, Cancellation, or Missed Trip. CapMetro will compensate the Contractor for a flat **\$20 fee** per occurrence for each same-day cancellation within 1 hour of the pickup time, and for No-Shows or Missed Trips that are Rider/CapMetro fault. Pre-day cancellations and cancellations more than 1 hour in advance will not be eligible for this compensation. This \$20 fee will replace the standard pricing structure for each occurrence.

25.6.8 Customer Satisfaction Score. ~~The Contractor shall maintain a minimum average Customer Satisfaction Score of 4.75 out of 5. Customer Satisfaction shall be measured using CapMetro-approved post-trip surveys and feedback channels. Scores will be calculated as a rolling monthly average. CapMetro may require corrective action if the Contractor's score falls below the minimum level.~~

Customer Satisfaction may be reviewed periodically, and will be evaluated based on CCRs as well as Spare's in-app rider review functionality. Riders are able to rate a trip in Spare with a "thumbs-up" or "thumbs-down" response.

26. KPI and PDC/Incentive Summary Table

KPI	Description	PDC / Incentive
Trip Reliability & Fulfillment Rate (All Trips)	Required to maintain an average monthly trip Fulfillment rate $\geq 95\%$. CAP required if below goal. [25]	\$2,500 Monthly Incentive if greater than 98%. \$(2,500) monthly PDC if drop below 95% fulfillment rate.
Missed Trips	Required to maintain less than 0.05% Missed Trip Volume, if $> 0.2\%$, CAP required. [14] [25]	CAP
On Time Performance (OTP) – Pickup Window Paratransit	Required to maintain an average monthly OTP Pickup Window $\geq 92\%$. CAP required if below 90%. [25]	\$2,500 Monthly Incentive if greater than 95% OTP.
On Time Performance (OTP) – Pickup Window Pickup	Arrive within 5 minutes of the estimated arrival time given by the App when the trip is booked. Required to maintain an average monthly OTP Pickup Window $\geq 92\%$. CAP required if below 90%. [25]	\$2,500 Monthly Incentive if greater than 95% OTP.
Customer Satisfaction Score	Required to maintain an average monthly score of 4.75 out of 5. CAP required if below goal. [25]	CAP
Customer Complaint Rate (CCR)	Required to resolve all CCRs by the fifth (5th) Calendar Day after receipt. [15] [25]	CAP
Vehicle Accident Rate	Required to maintain a monthly Accident Rate per 10k Total Miles of $\leq .170$ [25]	CAP
Incident Reporting Timeliness	Required to report all Incidents to CapMetro within 24 Hours. [16]	CAP

Personnel Access Terminations	Required to submit access termination ticket within 24 hours of separation. [7]	CAP
Key Personnel Vacancy	Required to fill vacant key personnel position within 60 days. PDCs start on Day 61. [8]	CAP
Staffing Appearance	Required to meet minimum appearance standards. [11]	CAP
Daily and Monthly Reporting	Contractor is required to submit daily and monthly reports on time. [18]	(\$200) PDC per occurrence
CAP Submittal	Contractor required to submit CAP based on assigned deadline [25]	(\$100) PDC per day
CAP Execution	Contractor is required to complete the CAP milestones per the agreed upon dates. Extreme cases may result in partial invoice withholding until in compliance [25]	Up to 25% invoice withholding
NTD Reporting	Contractor to submit data to CapMetro for NTD Annual reporting before Nov 30 th .	(\$200) per week that the report is late for the first 14 days, then (\$500) per week thereafter.

27. RESERVED

28. NATIONAL TRANSIT DATABASE (NTD) REQUIREMENTS

28.1 NTD Reporting. The Contractor shall provide data, forms, and assist CapMetro in reporting for the National Transit Database (NTD).

28.1.1 NTD Contractor Responsibility. The Contractor shall ensure that completed trip data is successfully transmitted into CapMetro's scheduling software platforms and that that data is accurately reconciled. The Contractor shall complete annual NTD forms, currently including (subject to change) R20 and F30. The Contractor shall obtain all pertinent FTA NTD regulations and procedures (FTA Circular C2710.1A) to ensure that all required information is collected and reported in a timely and accurate fashion.

28.1.2 NTD CapMetro Responsibility. CapMetro maintains the operations software platforms used to supply the data for NTD reporting. CapMetro will complete the S10 form(s) and will supply the independent auditor to conduct the annual NTD audit.

28.1.3 NTD Reporting Schedule. Monthly NTD data is required by the third (3rd) calendar day of the following month. The annual NTD submission is required by November 30th of each year. CapMetro fiscal year ends on September 30th.

28.1.4 NTD Reporting PDCs. NTD Reporting Data is important for CapMetro funding and Federal support. Unless otherwise notified (in writing), all NTD reporting information supplied by the Contractor shall be received by CapMetro no later than November 30th for the prior fiscal year (CapMetro fiscal years end on Sept 30th). A PDC of **\$200 per calendar week** will be assessed for each week that the Contractor fails to submit complete and accurate NTD reports and data by the required timeline. Reports not received on or before December 15th shall result in the assessment of a **\$500 PDC per calendar week each Friday** until all required information is provided to CapMetro.

29. PUBLIC INFORMATION REQUESTS

29.1 Right of Access. CapMetro has a right of access to certain information created, collected, assembled, or maintained under the terms of this Contract.

29.2 Texas Public Information Act. The Contractor shall provide such information, including but not limited to, video recording and other media and information to CapMetro in accordance with the Texas Public Information Act, Texas Government Code, Chapter 552, by the required deadline.

29.3 Disclosure Disputing. The Contractor shall notify CapMetro prior to the required deadline if Contractor wishes to assert that the requested information is not subject to disclosure under the terms of the Contract and the Texas Public Information Act.

30. DRUG AND ALCOHOL REQUIREMENTS

30.1 Drug and Alcohol Program. The Contractor shall establish and implement a drug and alcohol testing program that complies with **49 CFR Part 655**, produce any documentation necessary to establish its compliance with **49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29** and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Texas or CapMetro, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under **49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29** and review the testing process.

30.2 Zero Tolerance Policy. The Contractor's Drug and Alcohol policy shall include zero tolerance for positive results, meaning that a positive test requires removal of the employee from the CapMetro contract. Employees with a confirmed positive drug or alcohol test shall not be used to perform work under this Contract. The Contractor shall certify annually its compliance with Part 655 before March 1st of every calendar year and to submit the Management Information System (MIS) reports before February 10th of every calendar year to CapMetro.

30.3 Substance Abuse Certification. To certify compliance, the Contractor shall sign a Substance Abuse Certification by October 1st of each year to certify compliance with FTA requirements governing substance abuse.

30.4 Policy/Drug & Alcohol Plan Review. The Contractor shall submit for review and approval before commencement of work a copy of its Policy Statement and Drug and Alcohol Plan developed to implement its drug and alcohol testing program.

30.5 Appropriate Screening Personnel. The Contractor shall consult with CapMetro at the initiation of the Contract and in the event of a service agent change related to the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.

30.6 Drug & Alcohol Costs. The Contractor shall bear all costs of establishing and maintaining (including costs of defending related claims and actions) the required drug and alcohol prevention program under this Contract. Such costs shall be included as part of this Contract.

30.7 CapMetro Quality Assurance. CapMetro staff may audit the Contractor's Drug and Alcohol Program and any employee records at any time.

31. RESERVED

32. MARKETING & PUBLIC RELATIONS

32.1 Marketing Exclusivity. CapMetro is the exclusive official public media contact in connection with transportation services. Under no circumstance shall the Contractor or its employees be permitted to distribute any confidential

printed or written materials pertaining to CapMetro or other affiliates without permission from the CapMetro Program Manager, Director, Contract Oversight, or designee. The Contractor shall notify and consult with the Authority prior to making public statements or conducting media interviews in an official capacity.

33. RESERVED

34. FAILURE TO COMPLY

34.1 Failure to Comply. If any services performed hereunder or equipment provided hereunder do not conform with the requirements of the contract, CapMetro shall have the right to require the Contractor to immediately take all necessary steps to ensure future performance of the Services in conformity with the requirements of the Contract and reduce the contract price to reflect the reduced value of the actual vehicle hours performed. In the event the Contractor fails to promptly take necessary steps to ensure future performance of the Services is in conformity with the requirements of the Contract, CapMetro will have the right to terminate the Contract for default.

35. MOBILIZATION STARTUP AND PLAN SUBMISSION

35.1 Mobilization Schedule & Plan. The Contractor shall provide a ninety (90) day implementation/mobilization schedule necessary to perform the services including all the key elements and resources necessary to guarantee uninterrupted services on the date established for contracted services to begin (the Schedule shall be based on the anticipated contract award date). The Contractor shall provide the Mobilization Plan.

35.2 Prior Mobilization Training. All necessary personnel to conduct efficient operations according to contract scope must be trained and ready at the start of mobilization.

35.3 Transitioning Contractors. The incoming Contractor shall work with CapMetro and the outgoing Contractor to ensure a well-coordinated transition from existing services. The incoming Contractor shall provide demand response passengers with a seamless transition that aims to provide those passengers with high-quality and uninterrupted service throughout this process.

35.4 Adequate Staffing during Mobilization. The Contractor shall have adequate staff onsite before the startup of the Contract. The Contractor shall also maintain adequate staffing levels through the transition.

35.5 Communication/Training during Transition. The Contractor's mobilization plan shall detail communication with incumbent employees and timelines for application, interview, training, etc. Should employees being transferred be required to undergo training, the Contractor shall work with the existing Contractor as to agreeable dates/times employees may be allowed to attend training session(s).

35.6 Plan Submittals. All plans referenced in the Scope of Services requested by CapMetro shall be submitted by the Contractor in accordance with the due dates outlined in **the Section Titled Contract Delivery Requirement List (CDRL)**. All plans require CapMetro approval before implementation.

35.7 Plan Submittal PDC. Failure to submit the required plans specific to this scope of services by the respective due date shall result in a **\$250 PDC per week** being assessed for each plan not submitted within the required time. The Contractor may not be allowed to begin service until all plans are submitted and approved by CapMetro.

35.8 Vital Services. The Contractor recognizes that the services under this Contract are vital to CapMetro and shall be continued without interruption and that upon Contract expiration, another entity, either CapMetro or another Contractor, may continue them. The Contractor shall exercise its best efforts and cooperation to ensure an orderly and efficient transition.

36. IMPROVEMENTS TO REQUESTED SERVICES

36.1 Service or Technology Innovations. The Contractor shall support CapMetro in deploying future transit innovations, such as, but not limited to, electric buses, fully or partially automated vehicles, on-demand/flexible service delivery models, mobility as a service technology, innovative fare collection or other public transit innovations which may arise. Should CapMetro decide to launch such a project, CapMetro will work with Contractor to develop the scope for such services. Price for such service will be negotiated at the time, using the pricing details provided in Exhibit A as the basis of calculating the incremental cost increase for such pilot service.

37. RESERVED**38. CONTRACT DELIVERY REQUIREMENTS LIST (CDRL)**

38.1 Contract Delivery Requirements Overview. Throughout all Contract exhibits, the Contractor shall provide various deliverables: a) during the mobilization phase; b) during various frequencies (as outlined below); or, c) during the demobilization phase of the Contract. The table in **the Section Titled CDRL List** outlines all the deliverable requirements to assist both the Contractor and the COTR in managing the commitment and partnership to these deliverables.

38.2 CDRL List.

Section	Contract Delivery Requirements List	Due	Category
7	Technology Deployment Plan	With proposal	Technology
8	Key Personnel Proposal	With proposal	Staffing
10	Staff Training Program	With proposal	Safety
16	SMS Plan	With proposal	Safety
16	Biological Hazard Operating Procedure Plan	With proposal	Safety
18	Data and Reporting Plan	With Proposal	Contract Oversight
20	Vehicle Certification Plan	90 Days from Contract NTP	Maintenance
24	Emergency Response Plan	With proposal	Safety
25	Contract Quality Assurance Plan	With proposal	Contract Oversight
30	Drug & Alcohol Testing Program	With proposal	Safety
35	Mobilization Plan	With proposal	Miscellaneous

EXHIBIT H – AUTHORIZATION OF WORK PRODUCT

DESCRIPTION: **DEMAND RESPONSE OVERFLOW SERVICES****CONTRACT NO.:** **500338****Note: All references to Contracting Officer (CO) shall be referenced as Contracts Administrator (CA)****CapMetro's Contracting Officer (CO)**

- A. The CO for administration of this Contract is Sean Wighaman.
B. Phone: 512-369-6243
C. Email: sean.wighaman@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.

CapMetro's Project Manager (PM)

- A. The PM for this Contract is Randy Slaughter.
B. Phone: 512-612-7613
C. Email: randy.slaughter@capmetro.org

CapMetro'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 CapMetro. The PM has full authority to act for CapMetro 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, CapMetro's PM may assist with development of Change Orders and Contract modifications with CapMetro's CO.

Field Change Orders (Construction Contracts Only) – CapMetro'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, CapMetro'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 CapMetro's CO, Contractor is not allowed to invoice for any additional cost or fee for services or goods under the Contract, nor is CapMetro liable for any payment for any unauthorized work.

SIGNED and DATED

Contractor

E-SIGNED by Randy Slaughter
on 2026-07-09 20:33:45 GMT

06/30/2026

Date

July 09, 2026

CapMetro's Project Manager (PM)

E-SIGNED by Sean Wighaman
on 2026-07-09 20:35:40 GMT

Date

July 09, 2026

CapMetro's Contracting Officer (CO)

Date

EXHIBIT IT

PROPRIETARY RIGHTS AND DATA SECURITY ADDENDUM

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

1. DEFINITIONS

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

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

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

(b) “CapMetro Electronic Property” means:

- (i) any websites controlled by CapMetro,
- (ii) any CapMetro mobile device apps,
- (iii) any application programming interfaces (API) to CapMetro’s information technology systems,
- (iv) any other kiosks, devices or properties for consumer interaction that are created, owned, or controlled by CapMetro, 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 CapMetro.

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

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

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

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

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

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

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

(h) "Security Incident" means:

- (i) the loss or misuse of CapMetro Data and/or CapMetro Electronic Property;
- (ii) the inadvertent, unauthorized, or unlawful processing, alteration, corruption, sale, rental, or destruction of CapMetro Data and/or CapMetro Electronic Property;
- (iii) unauthorized access to internal resources;
- (iv) programmatic manipulation of a system or network to attack a third party;
- (v) elevation of system privileges without authorization;
- (vi) unauthorized use of system resources;

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

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

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

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

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

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

2. FISMA COMPLIANCE

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

3. CAPMETRO DATA

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

4. PERSONAL IDENTIFYING INFORMATION

The Contractor will comply with any Data Laws relating to the use, safeguarding, or Processing of any Personal Identifying Information, including any requirement to give notice to or obtain consent of the individual. In Processing any Personal Identifying Information, the Contractor will at all times comply with any posted privacy policy or other representations made to the person to whom the information is identifiable, and to communicate any limitations required thereby to any authorized receiving party (including any modifications thereto) in compliance with all Data Laws. The Contractor will ensure that any such receiving party abides by any such limitations, in addition to the requirements of the Agreement. Notwithstanding the foregoing, the Contractor represents and warrants that Personal Identifying Information will not be Processed, transmitted, or stored outside of the United States. The Contractor shall take

reasonable steps to maintain the confidentiality of and will not reveal or divulge to any person or entity any Personal Identifying Information that becomes known to it during the term of this Contract. The Contractor must maintain policies and programs that prohibit unauthorized disclosure of Personal Identifying Information by its employees and subcontractors and promote training and awareness of information security policies and practices. The Contractor must comply, and must cause its employees, representatives, agents, and subcontractors to comply, with such commercially and operationally reasonable directions as CapMetro may make to promote the safeguarding or confidentiality of Personal Identifying Information. The Contractor must conduct background checks for employees or sub-Contractors that have access to Personal Identifying Information or systems Processing Personal Identifying Information. The Contractor must limit access to computers and networks that host Personal Identifying Information, including without limitation through user credentials and strong passwords, data encryption both during transmission and at rest, firewall rules, and network-based intrusion detection systems. In addition to the foregoing, to the extent that any Personal Identifying Information qualifies as Protected Health Information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA," found at Public Law 104-191), and certain privacy and security regulations promulgated by the U.S. Department of Health and Human Services to implement certain provisions of HIPAA and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and its implementing regulations found in the Omnibus Final Rule (collectively the "HIPAA Regulations") found at 45 C.F.R. Parts 160, 162 and 164, the Contractor will execute and abide by the rights and obligations set forth in the Business Associate Agreement of CapMetro.

5. NO IMPLIED RIGHTS

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

6. PROHIBITED INTERNET PRACTICES

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

- (a) use any automated, deceptive or fraudulent means to generate impressions, click-throughs, or any other actions in relation to advertisements or Internet promotions on CapMetro Electronic Property or in relation to advertisements or Internet promotions of CapMetro (or its products or services) on third party websites; or
- (b) collect or Process data from an CapMetro Electronic Property other than as has been expressly authorized by CapMetro in the Agreement or another written agreement with CapMetro. Except as expressly allowed in the Agreement, the Contractor will not "screen-scrape" CapMetro Electronic Property or conduct any automated extraction of data from CapMetro Electronic Property or tracking of activity on CapMetro Electronic Property.

7. SECURITY REQUIREMENTS

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

8. DATA SEGREGATION AND ACCESS

The Contractor will physically or logically segregate stored CapMetro Data from other data and will ensure that access to CapMetro Data is restricted to only authorized personnel through security measures. The Contractor will establish and maintain appropriate internal policies, procedures and systems that are reasonably designed to prevent the inappropriate use or disclosure of CapMetro Data.

9. PCI COMPLIANCE

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

10. SECURITY REVIEWS AND AUDITS

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

11. SECURITY INCIDENTS

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

- (a) at CapMetro's direction undertake Remediation Efforts at the Contractor's sole expense and reimburse CapMetro for its reasonable costs and expenses in connection with any Remediation Efforts it elects to undertake,
- (b) ensure that such Remediation Efforts provide for, without limitation, prevention of the recurrence of the same type of Security Incident, and
- (c) reasonably cooperate with any Remediation Efforts undertaken by CapMetro.
- (d) Without limiting the foregoing, the Contractor will:
 - (i) immediately undertake investigations (internal or in cooperation with a governmental body) of such Security Incident, including forensics,

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

12. NOTICE TO CAPMETRO CUSTOMERS AND EMPLOYEES

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

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

13. EQUITABLE RELIEF

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