

A RESOLUTION

AUTHORIZING THE PRESIDENT & CEO TO NEGOTIATE AND EXECUTE AN INTERLOCAL AGREEMENT WITH EACH OF HARRIS COUNTY TRANSIT, FORT BEND TRANSIT, BRAZOS TRANSIT DISTRICT, COLORADO VALLEY TRANSIT, CITY OF CONROE, ISLAND TRANSIT – GALVESTON TRANSPORTATION SERVICES, GULF COAST TRANSIT DISTRICT, AND THE WOODLANDS TRANSIT FOR FARE COLLECTION, MOBILE TICKETING AND DATA MANAGEMENT SYSTEMS, AND MAKING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT

WHEREAS, the Metropolitan Transit Authority of Harris County, Texas (“METRO”) is in the process of developing and implementing a regional fare collection system which includes fare collection, mobile ticketing, and data management systems to improve access and connectivity between neighboring transportation service providers (“Regional Partners”); and

WHEREAS, METRO is partnering with the Houston-Galveston Area Council (“H-GAC”) and the Regional Partners to conduct stakeholder assessments and system analysis for such regional fare collection system and H-GAC has provided grant funding to help METRO and the Regional Partners pay for a portion of the implementation costs, equipment and related fees for this project; and

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, METRO may contract with other governmental entities to perform certain authorized functions; and

WHEREAS, management recommends that METRO negotiate and execute an interlocal agreement with each of Harris County Transit, Fort Bend Transit, Brazos Transit District, Colorado Valley Transit, City of Conroe, Island Transit – Galveston Transportation Services, Gulf Coast Transit District, and the Woodlands to outline the responsibilities and costs between METRO, H-GAC, and the Regional Partners for the fare collection, mobile ticketing, and data management systems of the regional fare collection system, substantially in the form attached hereto as Exhibit A.


NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The METRO Board of Directors hereby authorizes the President & CEO to negotiate and execute an interlocal agreement with each of Harris County Transit, Fort Bend Transit, Brazos Transit District, Colorado Valley Transit, City of Conroe, Island Transit – Galveston Transportation Services, Gulf

Coast Transit District, and the Woodlands to outline the responsibilities and costs between METRO, H-GAC, and the Regional Partners for the fare collection, mobile ticketing, and data management systems of the regional fare collection system, substantially in the form attached hereto as Exhibit A.

Section 2. This Resolution is effective immediately upon passage.

I hereby certify that the above resolution is accurate in describing the action herein of the Board of Directors on the date below.



Cydonii V. Fairfax
Executive Vice President & General Counsel

PASSED this 23rd day of June, 2022
APPROVED this 23rd day of June, 2022

ATTEST:


Rosa Diaz
Assistant Secretary




Sanjay Ramabhadran
Chair

INTERLOCAL AGREEMENT
FOR
FARE COLLECTION, MOBILE TICKETING AND DATA MANAGEMENT SYSTEMS
BETWEEN
THE METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS
AND
[REGIONAL PARTNER AGENCY]

THE STATE OF TEXAS
COUNTY OF HARRIS

This Interlocal Agreement ("Agreement") for a Regional Transit Seamless Fare System is made and entered into by and between the Metropolitan Transit Authority of Harris County, Texas ("METRO"), a body corporate and politic authorized and existing pursuant to Chapter 451 of the Texas Transportation Code, and the [Regional Partner] ("[PARTNER]"), authorized to be the administrator for all non-infrastructure Federal Transit Authority (FTA) and Texas Department of Transportation (TxDOT) funds, (collectively, the "Parties").

WITNESSETH

WHEREAS, in response to comments from regional transit patrons, transit service providers and transportation stakeholders, the Gulf Coast Regionally Coordinated Transportation Plan ("RCTP") recommended the development of a regional transit seamless fare collection and management system to improve access and connectivity between neighboring transportation service providers; and

WHEREAS funding was set aside in the Metropolitan Planning Organization's ("MPO") 2018 Call for Projects for a regional transit seamless fare system and METRO has initiated the development of refinements to its fare collection system utilizing professional services: and

WHEREAS, through a Memorandum of Understanding for the Development of a Regional Transit Seamless Fare System that was executed on November 2, 2021, and is included as Exhibit A to this Agreement, H-GAC is partnering with METRO and other transit agencies to conduct additional stakeholder assessments and system analysis that includes the region's other regional transit service providers; and

WHEREAS individual transit providers are expected to customize their participation in the regional transit seamless fare system based on the needs of their ridership and the scope of the transit services they provide; and

WHEREAS, METRO has executed various contracts with third parties to provide software systems and services for systems associated to a regional transit seamless fare system effort for the Houston metropolitan area and named partners will participate in the costs, implementation, and ongoing maintenance of said systems; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants specified herein, the Parties hereby agree as follows:

ARTICLE 1: INDEPENDENT ENTITY

The execution of this Agreement and the distribution of funds from this program do not change the independent status of METRO or [PARTNER]. No provision of this Agreement or act of METRO in performance of the Agreement shall be construed as making [PARTNER] the agent, servant or employee of METRO, the State of Texas or the United States Government. [PARTNER] shall notify METRO of the threat of lawsuit or of any actual suit filed against [PARTNER] pertaining to this Agreement or which would adversely affect [PARTNER]'s responsibilities under this Agreement.

ARTICLE 2: SCOPE OF AGREEMENT

This Agreement specifies the terms and conditions under which METRO will provide a seamless fare collection system to [PARTNER]. Funding for this project has been provided to METRO via funds programmed into the Transportation Improvement Program, as described in Exhibit A. The Parties agree that each will cooperate and coordinate with the others in all activities covered by this Agreement and any supplemental agreements hereto.

Regional Transit Seamless Fare System Background:

There are several transit operators in the greater Houston metropolitan area, some of which connect directly with METRO. Currently, there is no integration between transit operators, which means no regional fare, data sharing, or ability to plan trips between agencies. Each agency operates independently, utilizing a variety of disparate systems and processes both automated and manual. Many of the regional operators have expressed the desire to work with METRO towards regional interoperability. This Agreement works toward that goal by initiating several efforts which will run concurrently:

- Regional Fare Collection System
- Mobile Ticketing integration
- Regional Data Management

Each of these efforts will be executed independently and each agency will have the opportunity to participate in any or all of them.

2.1 REGIONAL FARE COLLECTION SYSTEM

METRO is initiating an innovative payment solution that is based on well-established payment practices using open architecture, open standards and open payments and is account-based. The new regional Fare Collection System ("FCS") shall provide an expanded range of convenient and clear payment and service options to customers. Open payments will allow for the use of technologies such as bank cards, digital wallets, retail outlets for cash preferred using barcodes, or any number of current or future technologies. New and expanded sales channels will provide access to sales and services that are convenient, cost-effective, easy to use, fast, secure, and transparent. The project goals that provide the guiding principles for all aspects of design and implementation of the new FCS are:

- 2.1.1 Customer Centric Approach (accessible, simple, highly available and attracts new customers)
- 2.1.2 Integrated Backend (scalable, secure, open architecture, configurable)
- 2.1.3 Interoperability (regional, integrated trip planner, fare, third-party services, intermodal)

**INTERLOCAL AGREEMENT
FOR
FARE COLLECTION, MOBILE TICKETING AND DATA MANAGEMENT SYSTEMS
BETWEEN
THE METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS
AND
HARRIS COUNTY**

THE STATE OF TEXAS

COUNTY OF HARRIS

This Interlocal Agreement (“Agreement”) for a Regional Transit Seamless Fare System is made and entered into by and between the Metropolitan Transit Authority of Harris County, Texas (“METRO”), a body corporate and politic authorized and existing pursuant to Chapter 451 of the Texas Transportation Code, and Harris County, a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Community Services Department – Harris County Transit (“HCT”), authorized to be the administrator for all non-infrastructure Federal Transit Authority (FTA) and Texas Department of Transportation (TxDOT) funds, (collectively, the “Parties”), pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §§791.001-791.030.

WITNESSETH

WHEREAS, in response to comments from regional transit patrons, transit service providers and transportation stakeholders, the Gulf Coast Regionally Coordinated Transportation Plan (“RCTP”) recommended the development of a regional transit seamless fare collection and management system to improve access and connectivity between neighboring transportation service providers; and

WHEREAS funding was set aside in the Metropolitan Planning Organization’s (“MPO”) 2018 Call for Projects for a regional transit seamless fare system and METRO has initiated the development of refinements to its fare collection system utilizing professional services: and

WHEREAS, through a Memorandum of Understanding for the Development of a Regional Transit Seamless Fare System that was executed on November 2, 2021, and is included as Exhibit A to this Agreement, the Houston-Galveston Area Council (“H-GAC”) is partnering with METRO and other transit agencies to conduct additional stakeholder assessments and system analysis that includes the region’s other regional transit service providers; and

WHEREAS individual transit providers are expected to customize their participation in the regional transit seamless fare system based on the needs of their ridership and the scope of the transit services they provide; and

WHEREAS, METRO has executed various contracts with third parties to provide software systems and services for systems associated to a regional transit seamless fare system effort for the Houston metropolitan area and named partners will participate in the costs, implementation, and ongoing maintenance of said systems; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants specified herein, the Parties hereby agree as follows:

ARTICLE 1: INDEPENDENT ENTITY

The execution of this Agreement and the distribution of funds from this program do not change the independent status of METRO or HCT. No provision of this Agreement or act of METRO in performance of the Agreement shall be construed as making HCT the agent, servant or employee of METRO, the State of Texas or the United States Government. HCT shall notify METRO of the threat of lawsuit or of any actual suit filed against HCT pertaining to this Agreement or which would adversely affect HCT's responsibilities under this Agreement.

ARTICLE 2: SCOPE OF AGREEMENT

This Agreement specifies the terms and conditions under which METRO will provide a seamless fare collection system to HCT. Funding for this project has been provided to METRO via funds programmed into the Transportation Improvement Program, as described in Exhibit A. The Parties agree that each will cooperate and coordinate with the others in all activities covered by this Agreement and any supplemental agreements hereto.

Regional Transit Seamless Fare System Background:

There are several transit operators in the greater Houston metropolitan area, some of which connect directly with METRO. Currently, there is no integration between transit operators, which means no regional fare, data sharing, or ability to plan trips between agencies. Each agency operates independently, utilizing a variety of disparate systems and processes both automated and manual. Many of the regional operators have expressed the desire to work with METRO towards regional interoperability. This Agreement works toward that goal by initiating several efforts which will run concurrently:

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- 2.1.1 Customer Centric Approach (accessible, simple, highly available and attracts new customers)
- 2.1.2 Integrated Backend (scalable, secure, open architecture, configurable)
- 2.1.3 Interoperability (regional, integrated trip planner, fare, third-party services, intermodal)
- 2.1.4 Optimize Costs of Labor and Capital Equipment (cash options, equipment, revenue protection)
- 2.1.5 Speed and Reliability of Service – (Reduce dwell time, increase service reliability)

The scope of the project will consider the replacement and/or integration of existing equipment onboard vehicles and on platforms which includes validators, fareboxes and ticket vending machines as well as

inspection terminals and other backend components. The software solution will be capable of hosting additional entities besides METRO in the backend system. Regional partners were surveyed early in the METRO solicitation process to determine potential equipment needs. Based on those results, METRO negotiated pricing for equipment that will allow METRO to purchase the equipment on behalf of its partners at METRO pricing levels using available grant funding. METRO is responsible only for the purchase of such equipment for its partners. HCT will be required to work with the vendor to install its own equipment. HCT will also work with the vendor to maintain its own equipment according to the warranty. HCT may also be required to provide mobile data equipment and cellular services, at their expense, to support data exchange between vehicles and the FCS backend system.

As a separate effort, METRO will facilitate an assessment and requirements gathering effort as part of the regional FCS project, which is funded in a separate agreement, as detailed further in Exhibit A, and will follow compliance guidelines as required.

2.2. MOBILE TICKETING INTEGRATION

Mobile ticketing is a smartphone-enabled application (“App”) that allows transit customers to securely purchase and use fares for the transit system on their mobile phone. This technology enables METRO and its partners to expand their methods of purchasing fare media in a very simple and customer friendly way. There is also online website access that allows customers to manage their accounts and ticket purchases. METRO has entered into a contract with Bytemark, Inc. for the mobile ticketing application, attached hereto as Exhibit B and incorporated by reference herein. The vendor for the mobile ticketing application is subject to change during the term of this Agreement. METRO will provide notice and the new contract within thirty (30) days of execution of the new contract with the vendor. The application provides the following capabilities:

- 2.2.1 Standard fare items (Single ride, Day Pass, Park and Ride zoned fares)
- 2.2.2 Ride Sponsor client management capabilities
- 2.2.3 Discounted fares such as students, seniors & disabled
- 2.2.4 Special events fares such as Rodeo and conventions
- 2.2.5 Payment choices include mobile wallets, credit/debit, PayPal, Apple Pay and Google Pay
- 2.2.6 HCT will be able to participate in the app offering their specific fare products branded specific to their organization

In parallel with retail, the expanding mobile payment application will also provide expanded services to METRO and HCT by integrating with the future regional FCS enabling interoperability with HCT. The regional FCS Integrator will integrate HCT’s system with the mobile ticketing solution. The regional FCS will capture, manage and update customer account records based on their interaction with the various hardware devices onboard vehicles and on platforms creating a seamless environment for customers to purchase and use fares throughout the region.

2.3 REGIONAL DATA MANAGEMENT SYSTEM

The purpose of the Regional Data Management System is to provide a single, easy to use source of transit data to travelers throughout the Houston region. To that end, METRO will host and maintain a Software as a Service (“SaaS”) Regional Data Management system for METRO and its regional partners, including HCT. METRO will implement an integrated system to provide centralized passenger information management from

all participating agencies in the Houston region including METRO as the host agency, and other member agencies such as: Fort Bend Transit, Harris County Transit, Woodlands Township, Brazos Transit District, Colorado Valley Transit District, City of Conroe, Matagorda & Jackson Counties, Galveston County Transit District, and Island Transit. METRO has entered into a contract with IBI Group Professional Services (USA) Inc. for regional data management and trip planning, attached hereto as Exhibit C and incorporated by reference herein. Exhibit D, attached hereto and incorporated by reference herein, refers to the new contract number between METRO and IBI Group Professional Services (USA) Inc. The vendor for the regional data management and trip planning is subject to change during the term of this Agreement. METRO will provide notice and the new contract within thirty (30) days of execution of the new contract with the vendor.

The Regional Data Management System will be a METRO sponsored project and will:

- 2.3.1 Intake Member Agencies' General Transit Feed Specifications ("GTFS") and GTFS Real Time ("GTFS-RT") data as currently published for developers.
- 2.3.2 Allow agency users to create GTFS datasets for agencies that do not currently have GTFS
- 2.3.3 Aggregate GTFS from all agencies in the region to create a consolidated regional GTFS dataset
- 2.3.4 Aggregate GTFS-RT feeds from all agencies in the region to create a consolidated regional GTFS-RT feed, including GTFS-RT alert feeds
- 2.3.5 Allow agency users to enter, manage, and disseminate route targeted service alerts via consumable API, GovDelivery, Facebook, and Twitter
- 2.3.6 Provide regional multi-modal trip planning that can utilize multiple transit types and multiple transit providers to complete a trip (user should not be forced to select a single transit type)
- 2.3.7 Allow the public or other developers access to public data via web service APIs
- 2.3.8 Have a security management structure for each agency
- 2.3.9 Have reports on current and past alerts that have been sent to the public; have service availability reports for all member agencies.

ARTICLE 3: TERM

This Agreement shall be for a period of 10 years from the effective date of the Agreement, unless otherwise extended or terminated by either party in accordance with the other terms of this Agreement.

ARTICLE 4: REGIONAL FARE COLLECTION SYSTEM

4.1 METRO RESPONSIBILITIES:

As previously described, the regional FCS will be designed in a manner to facilitate regional interoperability. METRO will work with its FCS vendors and consultants on the following:

- 4.1.1 METRO will work cooperatively with its partners, as detailed in Exhibit A, and HCT to define and implement a regional fare strategy.
- 4.1.2 Ensure software and hardware components will support the regional transit fare system and HCT
- 4.1.3 Ensure the successful completion of a detailed assessment of each stakeholder's operational and technical readiness
- 4.1.4 Work cooperatively with HCT to ensure their needs are met
- 4.1.5 Provide comprehensive reports specific to HCT customers and sales data for performance and reconciliation

- 4.1.6 Work to ensure appropriate payment options are available for each transit operators needs
- 4.1.7 Provide basic training to HCT on back-office procedures and customer support activities within the application
- 4.1.8 Purchase equipment on HCT's behalf to be shipped directly to HCT.

METRO will share the cost of the initial system development and configuration with partners under its current contract. Software maintenance and hosting fees are contracted at a negotiated rate. METRO will pass along a portion of those costs to be paid by H-GAC on behalf of all partners as outlined in the Budget Summary table of Exhibit A. Following the initial reimbursement period outlined in Exhibit A, ongoing software maintenance and support costs will need to be assumed directly by individual partner agencies.

4.2 HCT RESPONSIBILITIES:

HCT will participate in the FCS integration effort after additional analysis and planning are completed which identify impacts to regional transit partners. At the signing of this ILA, there are still undetermined components for the FCS which include staffing and budget impacts. Future discussions and considerations may result in an amendment to include the following language of Section 4.2.

HCT will agree to participate in the regional FCS integration effort and commit to full participation in order to meet project requirements, deliverables and deadlines. HCT expectations would include but are not limited to the following:

- 4.2.1 Provide knowledgeable subject matter experts to join the project team and participate in all required project meetings
- 4.2.2 Project team members will be responsive and provide all required documentation and responses in a timely manner causing no delay or adverse effect to the project schedules or deliverables
- 4.2.3 HCT project team members will act as a liaison within their organizations and will serve as the focal point to make necessary contact with other experts and management to ensure project success
- 4.2.4 Cooperate fully with METRO and its designated contractors to meet project requirements
- 4.2.5 HCT will grant permission for vendor to enter property at a time approved by the partner to inspect and analyze equipment and systems related to the FCS
- 4.2.6 HCT will be responsible for establishing and maintaining banking relationships that will allow METRO to provide automated payments
- 4.2.7 HCT will provide marketing collateral as needed (logos, font and image color Hex codes, etc.) as needed
- 4.2.8 HCT will provide internal customer service support and be the main contact for customer calls associated with their fare products and customer issues
- 4.2.9 HCT will be responsible for obtaining and maintaining cellular connectivity, at its cost, for onboard vehicle equipment to connect to METRO's regional FCS backend system

- 4.2.10 HCT will be responsible for entering into a maintenance contract with METRO's vendor for hardware maintenance and support and may utilize METRO's negotiated pricing with the vendor.

ARTICLE 5: MOBILE TICKETING INTEGRATION

5.1 METRO RESPONSIBILITIES:

In addition to standard system functions described earlier, METRO will work with its mobile ticketing vendor to ensure the application provides the following capabilities to HCT:

- 5.1.1 Provide a separate and distinct area within the app for HCT fare selections
- 5.1.2 Provide specific branding for HCT as well as distinct fraud prevention and detection capabilities using animation or other techniques
- 5.1.2 Provide reports specific to HCT customers and sales data for performance and reconciliation
- 5.1.4 Provide payment options for all fare media requested
- 5.1.5 Provide basic training to HCT on back-office procedures and customer support activities within the application

METRO will absorb the cost of the initial system development and configuration for partners under its current contract. However, if future costs are generated due to requests for additional functionality or requirements, those costs, if not covered by agreements described in Exhibit A, may be passed on to HCT. HCT will be solely responsible for its own processing and operating costs, and hosting fees as described in Exhibit A.

Transaction processing fees and ongoing operational costs will be shared with HCT at fixed rates. Transaction fees are assessed based on bank processing charges as well as application processing fees based on sales. Total processing costs will be billed at 10%.

Operational and hosting fees are contracted at a fixed rate which is increased annually by 5%. METRO will pass along a portion of that cost to be paid by H-GAC on behalf of all partners, including HCT, as described in the Budget Summary table of Exhibit A.

Reconciliation reports will be provided to identify transactions processed for each agency.

5.2 HCT RESPONSIBILITIES:

HCT agrees to participate in the mobile ticketing application and commits to full participation in order to meet project requirements, deliverables and deadlines. HCT expectations include but are not limited to the following:

- 5.2.1 Provide knowledgeable subject matter experts to participate in all required project meetings
- 5.2.2 Project team members will be responsive and provide requested documentation and responses as required and cause no adverse effect to the project timelines or deliverables
- 5.2.3 Cooperate fully with METRO and its designated contractors to meet project requirements
- 5.2.4 HCT will be responsible for establishing and maintaining banking relationships that will allow METRO to provide automated payments

- 5.2.5 HCT will provide marketing collateral as needed (logos, font and image color Hex codes, etc.) as needed
- 5.2.6 HCT will provide internal customer support and be the primary contact for customer calls associated with their fare products
- 5.2.7 HCT will pay banking and processing fees related to the purchases of agency ticket products as outlined in the METRO responsibilities Section 5.1 of this document. HCT will pay a portion of the ongoing hosting and operational fees as outlined in the METRO responsibilities Section 5.1 of this document.

ARTICLE 6: REGIONAL DATA MANAGEMENT SYSTEM

6.1 METRO RESPONSIBILITIES

METRO responsibilities as it pertains to the Regional Data Management System include:

- 6.1.1 METRO will work cooperatively with its partners, as detailed in Exhibit A to define, and implement an overall Regional Data Management strategy for current and future system functions and additions
- 6.1.2 Maintaining and managing the vendor contract for the hosted SaaS Regional Data Management System
- 6.1.3 Project management of vendor contract
- 6.1.4 Renegotiating contract at renewal-contract negotiations and extension of period of performance.
- 6.1.5 Hosting procurement process for a new contract in the event of expiration of current vendor contract
- 6.1.6 Managing and applying the payments by member agencies, per the agreed upon processes and procedures of each agency, for the maintenance and hosting of the system
- 6.1.7 Coordinating any bug, downtime, or system performance issues from the member agencies with the vendor
- 6.1.8 Ensuring the successful completion of a detailed assessment of each stakeholder's operational and technical readiness by the data management vendor
- 6.1.9 Work cooperatively with each regional partner who chooses to participate in the project to ensure their needs are met
- 6.1.10 Coordinate basic training to regional partners on back-office procedures and customer support activities within the application

6.2 HCT RESPONSIBILITIES:

- 6.2.1 HCT will be responsible for assigning, training, and maintaining its own staff to run and manage its part of the Regional Data Management System
- 6.2.2 Provide knowledgeable subject matter experts to join the project team and participate in all required project meetings

- 6.2.3 Project team members will be responsive and provide all required documentation and responses in a timely manner causing no delay or adverse effect to the project schedules or deliverables
- 6.2.4 HCT project team members will act as a liaison within their organizations and will serve as the focal point to make necessary contact with other experts and management to ensure project success
- 6.2.5 Cooperate fully with METRO and its designated contractors to meet project requirements
- 6.2.6 HCT will provide marketing collateral as needed (logos, font and image color Hex codes, etc.) as needed
- 6.2.7 HCT will provide internal customer service support and be the main contact for customer calls associated with their Regional Data Management System customer issues
- 6.2.8 HCT will be responsible for obtaining and maintaining Internet connectivity, at its cost, for access to the Regional Data Management System
- 6.2.9 HCT will be responsible for reporting any bug, downtime, or system performance issues to METRO or the vendor
- 6.2.10 HCT will be responsible for working with the vendor on any internal issues with its network infrastructure, cyber security infrastructure, or hardware infrastructure to resolve any issues with the System. All partners, including HCT, will be charged a collective as described in the Budget Summary table of Exhibit A. Payment will be made for approved costs via funds approved by the Transportation Policy Council and programmed into the Transportation Improvement Program, as detailed in Exhibit A. However, if future costs are generated due to requests for additional functionality or requirements, those costs will be passed on directly to the requesting agency.

ARTICLE 7: RELATIONSHIP OF THE PARTIES

- 7.1 METRO is a governmental entity under the Texas Tort Claims Act.
- 7.2 HCT acknowledges that it is not an agent, servant, nor employee of METRO.
- 7.3 METRO acknowledges that it is not an agent, servant, nor employee of HCT.
- 7.4 The Parties expressly agree that the disbursement of funds under this initiative is not a joint venture or enterprise. It is not the intent of the Parties that a joint enterprise relationship is being entered into and the Parties specifically disclaim such relationship. This Agreement does not constitute a joint enterprise.
- 7.5 No party has the authority to commit or bind the other party in any manner.

ARTICLE 8: TERMINATION

- 8.1 **Termination for Convenience.** Notwithstanding any other provision of this Agreement, each party may, in its sole discretion, terminate this Agreement, if it determines that it is in its best interest to do so, providing, however, that the party seeking to terminate the provision of services under this Agreement gives written notice to the other parties at least sixty (60) calendar days prior to the expected date of the termination of services.

- 8.2 **Termination Procedure.** Upon receipt of written notice to terminate this agreement, METRO shall cease performance entirely, and prepare and submit a final invoice and standard reconciliation reports to HCT within thirty (30) calendar days. The invoice shall include payments for revenue generated for HCT in any component of the AFCS, Mobile Ticketing and Regional Data Management system. Also, charges for transaction fees, processing and other operating expenses not paid prior to termination shall be invoiced to HCT for immediate payment.

ARTICLE 9: DEFAULT AND REMEDIES

- 9.1 **Default.** The failure by any party to fully and timely comply with its respective obligations, and the failure to cure such noncompliance within ten (10) days after written notice from the other parties, shall constitute a default ("Default"). In the event of a Default, the non-defaulting parties may notify the defaulting party of its intent to terminate this Agreement as of a date specified in such notice. If such default is not cured by such termination date, this Agreement shall be deemed automatically terminated as of the date so specified in the notice without further act of any party. This Agreement shall not be considered as specifying the exclusive remedy for any Defaults; and all remedies existing at large or in equity may be availed of by any party and shall be cumulative.

ARTICLE 10: FORCE MAJEURE

No party shall be held liable for any loss or damage due to delay in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, which causes may include acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances or unusually severe weather conditions.

ARTICLE 11: AUDIT AND INSPECTION OF RECORDS

HCT shall permit the authorized representatives of METRO and the federal government to inspect and audit all data and records of HCT relating to its performances under this Agreement. METRO representatives may perform, or have performed, an audit of HCT's books and records. HCT shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates.

ARTICLE 12: FUNDING OBLIGATION

Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

ARTICLE 13: NOTICES

Any notices required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed to be given as of the time of hand delivery to the addresses set forth below, or three (3) days after deposit in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To METRO: Reginald Brown
Metropolitan Transit Authority of Harris County
P.O. Box 61429
Houston, Texas 77208-1429

To HCT: Vernon S. Chambers
Assistant Director

Harris County Community Services Department
8410 Lantern Point Drive
Houston, Texas 77054

ARTICLE 14: WAIVER

The failure of any party at any time to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver of any party of any condition, or of any breach of any term, covenant, representation or warranty contained herein, in any one or more instances, shall be deemed to be construed as a further or continuing waiver of any such condition or breach or waiver of any other condition.

ARTICLE 15: ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties with regard to the matters addressed herein. This Agreement may not be amended, modified, superseded or canceled, nor may any of the terms, covenants, representations, warranties or conditions be waived except by written instrument executed by all the Parties.

ARTICLE 16: GOVERNING LAW

This Agreement is subject to all applicable laws, regulations, codes, ordinances, rules and rulings of the Federal government, the State of Texas, City of Houston, and any other governmental entity that has jurisdiction over the Parties or activities set out herein. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Any action brought to enforce or interpret this Agreement shall be brought in a court of appropriate jurisdiction in Harris County, Texas. METRO is not waiving any governmental immunities.

ARTICLE 17: AMENDMENTS

This Agreement may not be amended except by an instrument in writing signed by an authorized representative of each Party.

ARTICLE 18: SUCCESSORS AND ASSIGNS

METRO and HCT bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.

ARTICLE 19: RIGHT TO AUDIT

The Parties acknowledge the State Auditor's authority to conduct audits of any entity that receives funds from the state in accordance with Chapter 321 of the Texas Government Code.

ARTICLE 20: ASSIGNMENT

No assignment of this Agreement or any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other, unless authorized by law.

ARTICLE 21: SCOPE AND SCHEDULE - REGIONAL FARE SYSTEM

This Agreement will be amended to add the Scope of Services regarding the Regional Fare System once it is developed and agreed to by the Parties.

The parties to this agreement have read, agreed, and executed the whole Agreement as of the date first written above, and approved by:

**METROPOLITAN TRANSIT AUTHORITY
OF HARRIS COUNTY, TEXAS**

Thomas C. Lambert
President & Chief Executive Officer

Date

**HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT
HARRIS COUNTY TRANSIT**

Honorable Lina Hidalgo
Harris County Judge

Date

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Manasi Tahiliani
Manasi Tahiliani
Assistant County Attorney
CAO File No.: 22GEN0659

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
FOR THE DEVELOPMENT OF
A REGIONAL TRANSIT SEAMLESS FARE SYSTEM**

(Follows behind)

August 1st, 2021

**MEMORANDUM OF UNDERSTANDING
FOR THE DEVELOPMENT OF
A REGIONAL TRANSIT SEAMLESS FARE SYSTEM**

BACKGROUND

In response to comments from regional transit patrons, transit service providers, and transportation stakeholders, the Gulf Coast Regionally Coordinated Transportation Plan (RCTP) recommended the development of a regional transit seamless fare collection and management system to improve access and connectivity between neighboring transportation service providers. Figure 1 illustrates the service areas of those service providers.

Funding was set aside in the Metropolitan Planning Organization's (MPO) 2018 Call for Projects of the Transportation Improvement Program (TIP) for a Regional Transit Seamless Fare System. The Metropolitan Transit Authority of Harris County (METRO) has initiated the development of refinements to its fare collection system utilizing professional services and the Houston-Galveston Area Council (H-GAC) is partnering with METRO and other transit agencies to conduct additional stakeholder assessments and system analysis that includes the region's other transit service providers.

This Memorandum of Understanding (MOU) is established between the Houston-Galveston Area Council (H-GAC) Transportation Policy Council (TPC) as the MPO for the Houston-Galveston Region, the Metropolitan Transit Authority of Harris County (METRO), and other participating regional transit stakeholders including the following: Brazos Transit District, Colorado Valley Transit District, Gulf Coast Transit District (Connect Transit), Fort Bend County Transit, City of Conroe, Harris County Community Services Department -Transit Services, The Woodlands Township, and City of Galveston (Island Transit) for the purpose of developing a regional transit fare system, including stakeholder assessments for software configuration and hardware required to connect to METRO's fare collection system. A Budget Summary for this project is provided below for planning purposes.

Individual transit providers are expected to customize their participation in the Regional Transit Seamless Fare System based on the needs of their ridership and the scope of the transit services they provide. This MOU is intended to serve as the master document outlining the arrangement between all parties outlining the overall scope of the Regional Transit Seamless Fare System and the responsibilities of each party, with subsequent agreements between individual parties detailing specific arrangements for each participating stakeholder.

This MOU is to be effective upon approval by each participating stakeholder. ¹

¹ It is anticipated that some of the regional stakeholders will require coordination with their Boards of Directors, City Councils or Commissioners Courts before this Memorandum of Understanding can be approved.

NON-BINDING EFFECT

All parties understand and acknowledge that this MOU merely constitutes a statement of their mutual intentions and a recital of their discussions in connection with the transactions contemplated by this MOU and therefore does not constitute a binding agreement. This MOU shall not create or otherwise give rise to, and there shall not exist, any binding legal obligation on any of the parties to perform their responsibilities under the MOU, and no party will have any financial liability to any other party for failure to perform such responsibilities. If two or more parties deem that an activity which may give rise to a legal or financial obligation is necessary, those parties will consult each other on the necessity of a separate agreement and, if appropriate, enter into a separate agreement. No subsequent oral agreement or conduct of the parties, including partial performance, shall be deemed to impose an obligation or liability on any other party under this MOU. By executing this MOU, the parties do not intend to create a joint venture or partnership, and each party will remain an independent contractor

RESPONSIBILITIES OF THE PARTIES

The Metropolitan Transit Authority of Harris County will have the following responsibilities:

1. METRO modified their consultant's scope of work for analysis and assessment for the Regional Transit Seamless Fare System to include up to eight (8) additional participating regional transit stakeholders, listed on page 1 in the "Background" section of this MOU Agreement. The Scope Modification valued at \$256,000 was completed before this MOU was executed. METRO will deliver a copy of the results from the analysis and assessment and resulting strategic plan, project plan and timeline for the Regional Transit Seamless Fare System to be shared with all stakeholders and H-GAC.
2. METRO will serve as project sponsor for this regional fare project and will purchase the following base component systems to support its execution:
 - a. A Regional Data Management System to provide a tool for each participating regional stakeholder to develop and manage their General Transit Feed Specification (GTFS) data, which will provide a foundation for the development of a regional transit trip planner including regional fare payment options.
 - b. A Mobile Ticketing System to provide a tool for fares purchased by mobile devices. METRO will work with regional transit stakeholders to add their fares to the System. Each stakeholder who chooses to participate in the Mobile Ticketing System will be responsible for the transaction costs and applicable fees associated with their fares sold and according to METRO's contracts with its consultants.

- c. A Fare Collection System with the capability to support multiple regional partners using a configurable backend software system. Additional hardware components in support of the regional transit fare system were previously identified by the regional transit stakeholders who chose to participate in the regional transit fare hardware equipment purchase as shown in Attachment 1. Additionally, regional transit stakeholders may elect to purchase and participate in the backend software system. The effort and costs of this will be determined after the completed assessments of each stakeholder as outlined in item 1 above.
3. After the funds for the Regional Transit Fare System Project have been programmed into the Fiscal Year (FY) 2020 Transportation Improvement Program (TIP), METRO will initiate a request to the Federal Transit Administration (FTA) for a Letter of No Prejudice (LONP) for pre-award authorization of \$2,344,000 to proceed with the development of the regional transit fare system components, as itemized in the Budget Summary below.
4. METRO will initiate additional requests (to support the various components of the regional fares project) as needed based on coordination with H-GAC, the regional partners, and funding authorizations from the Transportation Policy Council.
5. METRO will collaborate with H-GAC throughout the life of the project, and provide monthly Progress Reports to H-GAC and quarterly updates to the regional stakeholders through the Regional Transit Coordination Subcommittee.
6. METRO will work with the participating regional transit stakeholders and H-GAC as needed to develop a regional fare policy to address how fares, discounts and revenue sharing would work as a result of regional transit fare implementation.
7. METRO and H-GAC will enter into an Interlocal Agreement (ILA). METRO will also enter into individual agreements with each participating regional stakeholder.

The Houston-Galveston Area Council will have the following responsibilities:

1. H-GAC received authorization from its Board of Directors, at its December 19, 2019 meeting, to establish an Intergovernmental Agreement with METRO for the additional assessments.
2. H-GAC has requested and received approval from the Transportation Policy Council (TPC) to program \$2,344,000 into the FY 2020 TIP to supplement the local funding provided by METRO.
3. H-GAC has submitted a letter to the Texas Department of Transportation to initiate a request for a funds transfer of \$2,344,000 to the Federal Transit Administration to expedite the project.
4. Although METRO will be responsible for procuring its own hardware components in support of the regional transit fare system, H-GAC will provide input on specifications and service needs, as previously identified by the participating regional transit stakeholders who chose to participate in the regional transit fare hardware equipment purchase, as well as input on the backend software necessary to support this equipment and manage the regional fare system. This is as shown in Regional Stakeholders Initial Equipment Requests below. Please note, H-GAC will not be procuring anything for this agreement or any resultant contract stemming

from this agreement. Although METRO is purchasing its own hardware and backend software, the Regional Stakeholders will buy through their contracts for any of their needs resulting from the assessment. This will be done through the resultant contracts as mentioned in bulletpoint 4 of the regional stakeholder responsibilities below, as well as via this agreement.

5. To support the METRO's procurement of additional hardware and software needed to implement the regional fare collection system, H-GAC will make additional FTA requests for funding only as required, based on funding authorizations from the Transportation Policy Council and in the event additional procurement is needed.
6. H-GAC will coordinate with METRO and the regional transit stakeholders in their efforts to develop a regional fare policy addressing how fares, discounts and revenue sharing would work as a result of regional transit fare implementation. This will be accomplished through a Regional Transit Connectivity Workgroup associated with the Regional Transit Coordination Subcommittee.
7. H-GAC will ensure Federal planning and programming requirements are met throughout the life of the project, including but not limited to updating the TIP and air quality conformity processes.

The regional transit stakeholders will have the following responsibilities:

1. The regional transit stakeholders who choose to participate in this System will do so in all assessments, system configuration and development, and procurement and installation of hardware and software as needed.
2. The regional transit stakeholders who agreed to participate in the transit fare equipment purchase will maintain the equipment purchased through this MOU.
3. The regional transit stakeholders will work with one another and with METRO and H-GAC to develop a regional fare policy to address how fares, discounts, revenue sharing, etc. would work in the regional transit fare implementation.
4. Each participating regional stakeholder will enter into an individual agreement with METRO detailing specific arrangements for the regional fare collection system. Each participating regional stakeholder shall obtain the approval of its governing board.

BUDGET SUMMARY ²

Budget Item	Preliminary Cost Estimates (\$)	Notes
Additional Stakeholder Assessments (8)	256,000	Planning funds to be reimbursed to METRO by H-GAC.

² This budget is preliminary for planning purposes and subject to change. It represents the funds that will be coordinated through H-GAC and doesn't include the total project costs as budgeted by METRO.

Regional Data Management System for GTFS files.	195,000	25% of annual cost for three years. Total 3-year annual cost estimated at \$585,000. ³
Regional Fare System Hardware for Regional Stakeholders	2,118,950 ⁵	As previously identified by stakeholders (see Regional Stakeholders Initial Equipment Requests for details)
Software backend configuration and implementation	TBD	To be determined after review of the assessments and decisions made for each transit stakeholder
Contractor implementation support	TBD	Additional implementation support of CH2M Hill to be determined after assessments are reviewed and decisions made
Additional hardware costs (TBD)	15,000	To be determined after the completion of the additional stakeholder assessments.
Total Estimated Cost Not-To-Exceed	\$ 20 million*	

*\$2.344 million is currently programmed in the 2021-2024 Transportation Improvement Program (TIP).⁴ An FTA Transfer of these funds has been facilitated by H-GAC to METRO. The remaining \$17.656 million is to be provided as needed for the project by H-GAC as allocated in the Unified Transportation Program. These funds can be amended to the TIP as approved by the Transportation Policy Council.

REGIONAL STAKEHOLDERS INITIAL EQUIPMENT REQUESTS

Agency	Card Readers/ Validators	Fareboxes	Ticket Vending Machines (TVM)	Cashless TVM
City of Conroe	0	6	0	0
Harris County Transit	20	20	4	1
City of Galveston Island Transit	26	26	1	1

³ Option to renew based on satisfactory performance during years 1-3.

⁴ "Regional Transit Fare Collection System project (FY 20)" MPOID 18163; CSJ 0912-00-623

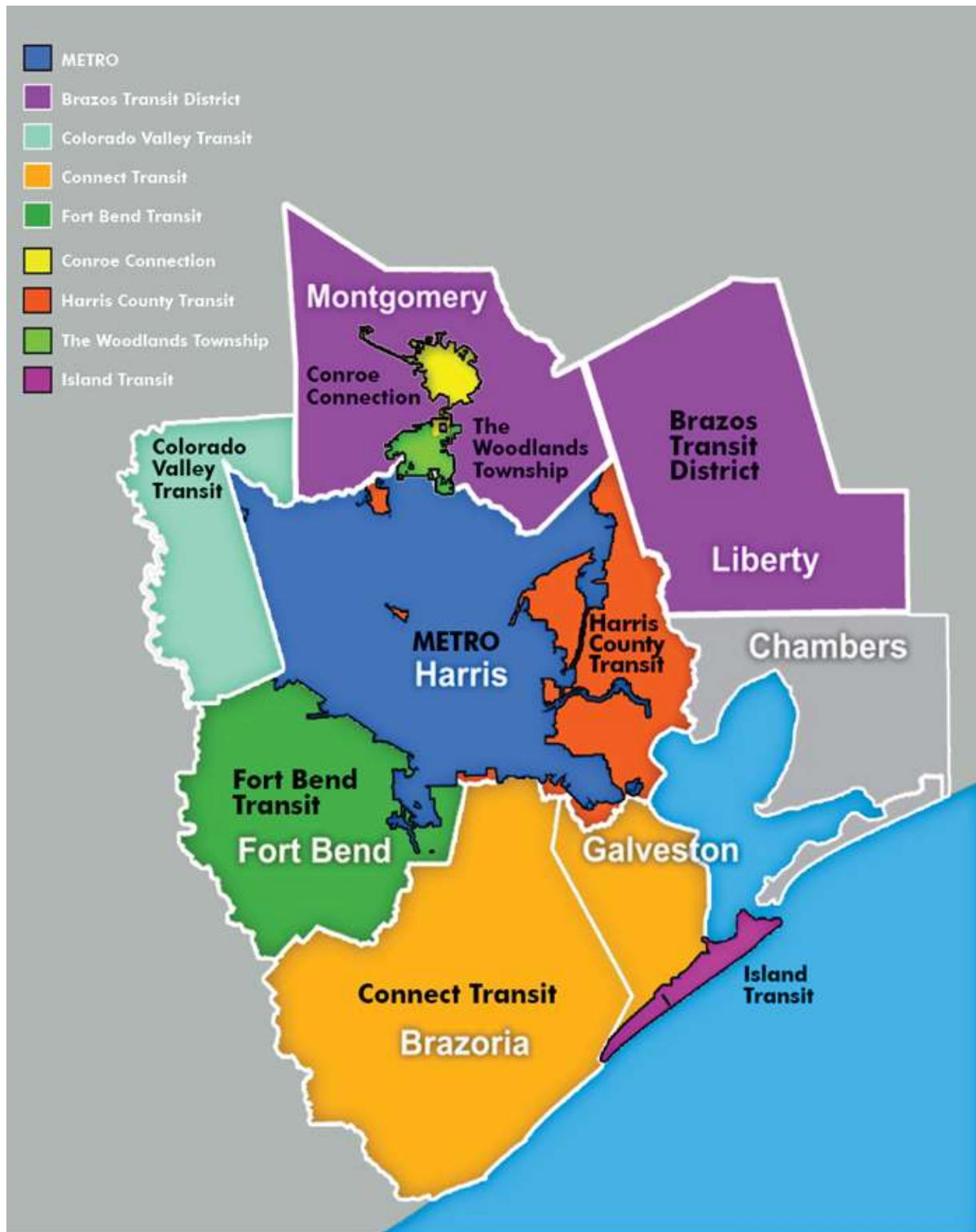
⁵ Expenditures outlined in Regional Stakeholders Initial Equipment Requests

Fort Bend County Transit	75	75	5	5
Subtotals # Units	119	125	10	7
Estimated Cost for Units⁵	\$2,150	\$8,650	\$48,050	\$43,050
Subtotals by Type of Item	\$255,850	\$1,081,250	\$480,500	\$301,350

Total Estimated Cost	\$2,118,950			
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⁵ Preliminary cost estimates are based on information developed by METRO Consultant CH2M.

Figure 1. Map of Regional Transit Service Providers in the H-GAC MPO



ATTACHMENT 1
DISTRIBUTION LIST

This Memorandum of Understanding is approved by:

HOUSTON-GALVESTON AREA TRANSPORTATION POLICY COUNCIL

DocuSigned by:

Ken Clark

11/1/2021

AFF0EE5C8DEC4CA

Honorable Ken Clark, Chairman, Transportation Policy Council

Date

DocuSigned by:

Craig Raborn

10/27/2021

14B4CB248051495

Craig Raborn, Director of Transportation,

Date

This Memorandum of Understanding is approved by:

HOUSTON-GALVESTON AREA COUNCIL

DocuSigned by:

82EC270D5D61423...

10/27/2021

Charles Wemple, Executive Director

Date

This Memorandum of Understanding is approved by:

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY (METRO)

DocuSigned by:

Thomas Lambert

11/2/2021

2AC1DA4753A140B...

Thomas C. Lambert, President and Chief Executive Officer

Date

This Memorandum of Understanding is approved by:

THE CITY OF CONROE

A handwritten signature in blue ink, appearing to be "P. Virgadamo Jr.", is written over the text "THE CITY OF CONROE".

Paul Virgadamo Jr., City Administrator

A handwritten date "8/4/21" in blue ink is written above the line for the date.

Date

This Memorandum of Understanding is approved by:

THE WOODLANDS TOWNSHIP

DocuSigned by:

John Powers

7/27/2021

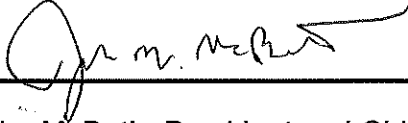
BC50D8E9A031484...

John Powers, Assistant General Manager

Date

This Memorandum of Understanding is approved by:

BRAZOS TRANSIT DISTRICT (THE DISTRICT)



John McBeth, President and Chief Executive Officer

8/16/21

Date

This Memorandum of Understanding is approved by:

COLORADO VALLEY TRANSIT DISTRICT

Claudia Wicks, Executive Director 9/1/21

Claudia Wicks, Executive Director

Date

This Memorandum of Understanding is approved by:

GULF COAST TRANSIT DISTRICT - CONNECT TRANSIT



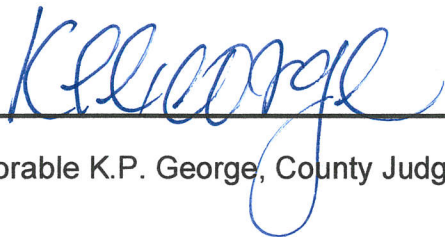
Sean Middleton, Executive Director

08/25/2021

Date

This Memorandum of Understanding is approved by:

FORT BEND COUNTY PUBLIC TRANSPORTATION DEPARTMENT



Honorable K.P. George, County Judge

August 24, 2021

Date

This Memorandum of Understanding is approved by:

**HARRIS COUNTY COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT NOW
CALLED HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT- HARRIS COUNTY
TRANSIT**



August 24, 2021

Honorable Lina Hidalgo, County Judge

Date

This Memorandum of Understanding is approved by:

CITY OF GALVESTON - ISLAND TRANSIT



for Brian Maxwell, City Manager

9/17/21

Date

APPROVED AS TO FORM:



Asst. City Attorney

EXHIBIT B

CONTRACT BY AND BETWEEN METROPOLITAN TRANSIT AUTHORITY
AND
BYTEMARK, INC.
FOR MOBILE TICKETING APPLICATION

(Follows behind)

01/16/2019

Mission Statement

"Provide safe, clean, reliable, accessible and friendly public transportation services to our region."

Board of Directors

Carrin F. Patman
Chair

Jim Robinson
First Vice-Chair

Cindy Siegel
Second Vice-Chair

Troi Taylor
Secretary

Lisa Castañeda

Don Elder, Jr.

Lex Frieden

Terry Morales

Sanjay Ramabhadran
(Ram)

President & Chief Executive Officer

Thomas C. Lambert

Greg Valyer
Chief Business Development Officer
Bytemark, Inc.
268 West 44th Street
3rd Floor
New York, NY, 10036

**SUBJECT: Notice of Contract Award
METRO Contract No. 7018000268**

Dear Mr. Valyer:

This letter is your written notification of award for Contract No. 7018000268, attached for your files.

A fully executed original signature page for this contract is being mailed to you separately. When you receive it, please insert the original signature page into the contract document sent with this email.

This Contract shall begin on 01/11/2019 and shall end on 01/10/2023 unless otherwise extended or terminated by METRO in accordance with the terms and conditions of this Contract. You are reminded that the amount of this contract shall not exceed \$ 495,492.80 unless changed in writing by an authorized METRO Representative.

As applicable, you are requested to provide the following information to me from the date of this letter:

- Payment and performance bonds within fourteen (14) calendar days;
- All subcontractor agreements, containing flow-down language within fifteen (15) calendar days.
- Certificates of insurance (COIs) within fourteen (14) calendar days;

Subcontractor agreements will be subject to approval by METRO's Office of Small Business. All information will become part of the contract files.

METRO uses an online system, Docutrax, to automate and streamline the process of insurance certificate collection and management. We will forward your COI to Docutrax upon receipt. Docutrax will contact you directly by email, from email address MetroCOI@docutrax.com, when the COI is due to expire or when any other deficiency affecting your compliance with METRO's insurance coverage requirements is identified. Please notify your insurance agent/broker of any deficiencies. If you have questions, please feel free to contact Docutrax directly at MetroCOI@docutrax.com or 1-855-747-5866.

Please be sure that every invoice you submit under this contract is presented to METRO with a completed Contractor's Release form, Exhibit B to this contract, as required in Section V of this contract, Article 2, paragraph B5.

If you have any questions, please contact me at (713) 739-6821.

Sincerely,



Alan Scanio
Sup. Contract Specialist

Enclosure

cc: Philip Brenner: Office of Management & Budget
Kamesha Guidry/Ana Cortez-Silva: Office of Small Business
Contract File No. 7018000268
Reggie Brown: Project Manager
Darrell Dartez: Risk Management

CONTRACT NO. 7018000268

BY AND BETWEEN

METROPOLITAN TRANSIT AUTHORITY

AND

BYTEMARK, INC.

268 WEST 44TH STREET

3RD FLOOR

NEW YORK, NY 10036

FOR

MOBILE TICKETING APPLICATION

FUNDING: 100 % METRO

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SECTION II - FORMS FOR PROPOSING/AWARD**1 PRICING PROPOSAL SUBMISSION PAGE****METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY TEXAS****REQUEST FOR PROPOSALS**

Requisition No.: 1118000409 RFP No.: 4018000085 Date of RFP: 02/19/2018 Contract No.: 7018000268

Description of Project: Mobile Ticketing Application

In compliance with the above referenced Request for Proposals, the undersigned hereby proposes to furnish all of the resources necessary to complete the above referenced project for the total cost listed in the 'Solicitation/Contract Amount, Items and Prices' Article herein and in accordance with the Contract documents.

Any resulting contract will consist of this form and Sections II through XI of the original solicitation.

The undersigned agrees that this offer will remain valid for a period of one hundred twenty (120) calendar days after the date of receipt of proposals.

Upon written acceptance of this offer, executed by METRO and mailed or otherwise furnished within the one hundred twenty (120)-day offer validity period, the Proposer/Contractor will, within fourteen (14) calendar days (unless a longer period is allowed) after receipt of award documents, provide required certification of insurance, bonds and other documentation as may be required.

The resulting Contract sets forth the entire agreement between the parties with respect to the subject matter thereof, and supersedes and replaces all proposals, negotiations, representations, and implied obligations. The obligations, liabilities and remedies set forth herein are exclusive and shall operate as limitations on any action brought in connection with this Contract, including an action in tort. The resulting Contract is binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

PROPOSER NAME AND ADDRESS (Full Name of Firm, Corporation, Partnership, Joint Venturer):

FULL NAME OF PARTNERS (Type or Print):

Bytemark, Inc
BUSINESS NAME (Type or print)

268 West 44th Street, 3rd Floor
ADDRESS (Type or print)

New York, NY 10036
CITY, STATE, ZIP CODE (Type or print)

PHONE: (212) 206-8719 FAX NO: (917) 831-4707

BY: (Sign in ink)

EMAIL: **marcus@bytemark.co**

Marcus Welz
NAME (Type or print)

CEO PHONE: (212) 206-8719
TITLE (Type or print)

DATE: **01/07/2019**

DIRECTIONS FOR SUBMITTING PROPOSALS:

Envelopes containing proposals, guarantee, and other proposal documents shall be sealed, marked and addressed as follows:

METROPOLITAN TRANSIT AUTHORITY
Procurement Division Plan Room
1900 Main St. P.O. Box 61429
Houston, Texas 77002 Houston, Texas 77208-1429

NOTE: Identify the envelope containing a proposal with title, the project Request for Proposals number, proposal due date, and the proposer's company name and address.

2 OFFER/ACCEPTANCE/AWARD SIGNATURE PAGE**OFFER**

(TO BE COMPLETED AND SIGNED BY PROPOSER/CONTRACTOR
AT THE CONCLUSION OF NEGOTIATIONS OF THE CONTRACT)

SIGNATURE OF PROPOSER/CONTRACTOR:

BY: [Signature]
(MUST BE SIGNED BY AUTHORIZED PERSON)NAME: **Marcus Welz**
(Type or Print)TITLE: **CEO**DATE: 01/07/2019

ATTEST:

BY: [Signature]NAME: **Gregory Valyer**
(Type or Print)TITLE: **Chief Business Development Officer**

Note: If Joint Venture, each party shall provide the above information and sign the offer.

=====

ACCEPTANCE AND AWARD

(TO BE COMPLETED AND SIGNED BY METRO)

Contract No. 7018000268

METRO and the Contractor have executed this Contract and it shall be effective on the 11th day of January, 2019.**METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY**

Executed for and on behalf of the Metropolitan Transit Authority
pursuant to Resolution No. 2018-79 of the Board of
Directors on the 24th day of July, 2018 and on file
in the office of the Assistant Secretary of the Authority.

BY: [Signature]
Name: Michael Kyme
Title: Chief Procurement Officer

APPROVED:

[Signature] for Debbie Sechler
Name: Debbie Sechler
Title: Executive Vice President, Administration[Signature]
Name: Arthur C. Smiley III
Title: Chief Financial Officer

APPROVED AS TO FORM:

[Signature]
Name: Cydonia Fairfax
Title: Executive Vice President & General Counsel

ATTEST:

[Signature]
Name: [Signature]
Title: Assistant Secretary

3 SOLICITATION/CONTRACT AMOUNT, ITEMS AND PRICES

D.0 System Deployment and Integration Year 1					
Line Item No.	Description	Quantity	Unit	Unit Rate	Extended Price
D.1	Project Initialization and Design (Task 2.1-2.2)	1	each	\$19,000.00	\$19,000.00
D.2	Development, Testing, Training and Deployment				
D.2.1	Application Development, Setup and Configuration (Task 2.3)	1	each	\$38,000.00	\$38,000.00
D.2.2	Integration Testing (Task 2.4)	1	each	\$9,500.00	\$9,500.00
D.2.3	Training, Marketing and Outreach Planning (Task 2.5)	1	each	\$4,750.00	\$4,750.00
D.2.4	Deployment (Task 2.6)	1	each	\$19,000.00	\$19,000.00
D.3	Limited Roll-out, System Acceptance and Go-Live (Task 2.7-2.9)	1	each	\$19,000.00	\$19,000.00
D.4	Travel	1	each	\$6,862.80	\$6,862.80
1.0 Maintenance and Recurring Charges (System Acceptance through One Year, or "Year 2")					
Line Item No.	Description	Quantity	Unit	Unit Rate	Extended Price
1.1	Hosting (per year from system acceptance date)	1	per Year	\$22,800.00	\$22,800.00
1.2	Support & SLA (per year from system acceptance date)	1	per Year	\$22,800.00	\$22,800.00
1.3	Server Security & OS Upgrades	1	per Year	\$0.00	\$0.00
1.4	Application & Web (Portal/Browser) Upgrades	1	per Year	\$0.00	\$0.00
1.5	Inspection Terminal Support and Maintenance	1	per Year	\$11,400.00	\$11,400.00
1.6a	Contractor Transaction Fee (if charged per transaction) *	300,000	per Transaction	\$0.025	\$7,500.00
1.6b	Contractor Transaction Fee for Transactions between \$0.01 - \$2.99 (if charged per transaction dollar amount) *	0	per Transaction Dollar	2.5%	\$0.00
1.6c	Contractor Transaction Fee for Transactions between \$3.00 - \$9.99 (if charged per transaction dollar amount) *	250,000	per Transaction Dollar	2.5%	\$6,250.00
1.6d	Contractor Transaction Fee for Transactions over \$10.00 (if charged per transaction dollar amount) *	50,000	per Transaction Dollar	2.5%	\$1,250.00
1.7a	Contractor Processing Fee (if charged per transaction) *	300,000	per Transaction	\$0.00	\$0.00
1.7b	Contractor Processing Fee for Transactions between \$0.01 - \$2.99 (if charged per transaction dollar amount) *	0	per Transaction Dollar	\$0.00	\$0.00
1.7c	Contractor Processing Fee for Transactions between \$3.00 - \$9.99 (if charged per transaction dollar amount) *	250,000	per Transaction Dollar	\$0.00	\$0.00
1.7d	Contractor Processing Fee for Transactions over \$10.00 (if charged per transaction dollar amount) *	50,000	per Transaction Dollar	\$0.00	\$0.00

2.0 Maintenance and Recurring Charges (Year 3)					
Line Item No.	Description	Quantity	Unit	Unit Rate	Extended Price
2.1	Hosting (per year from system acceptance date)	1	per Year	\$23,940.00	\$23,940.00
2.2	Support & SLA (per year from system acceptance date)	1	per Year	\$23,940.00	\$23,940.00
2.3	Server Security & OS Upgrades	1	per Year	\$0.00	\$0.00
2.4	Application & Web (Portal/Browser) Upgrades	1	per Year	\$0.00	\$0.00
2.5	Inspection Terminal Support and Maintenance	1	per Year	\$11,970.00	\$11,970.00
2.6a	Contractor Transaction Fee (if charged per transaction) *	375,000	per Transaction	\$0.025	\$9,375.00
2.6b	Contractor Transaction Fee for Transactions between \$0.01 - \$2.99 (if charged per transaction dollar amount) *	0	per Transaction Dollar	2.5%	\$0.00
2.6c	Contractor Transaction Fee for Transactions between \$3.00 - \$9.99 (if charged per transaction dollar amount) *	312,500	per Transaction Dollar	2.5%	\$7,812.50
2.6d	Contractor Transaction Fee for Transactions over \$10.00 (if charged per transaction dollar amount) *	62,500	per Transaction Dollar	2.5%	\$1,562.50
2.7a	Contractor Processing Fee (if charged per transaction) *	375,000	per Transaction	\$0.00	\$0.00
2.7b	Contractor Processing Fee for Transactions between \$0.01 - \$2.99 (if charged per transaction dollar amount) *	0	per Transaction Dollar	\$0.00	\$0.00
2.7c	Contractor Processing Fee for Transactions between \$3.00 - \$9.99 (if charged per transaction dollar amount) *	312,500	per Transaction Dollar	\$0.00	\$0.00
2.7d	Contractor Processing Fee for Transactions over \$10.00 (if charged per transaction dollar amount) *	62,500	per Transaction Dollar	\$0.00	\$0.00

3.0 Maintenance and Recurring Charges (Year 4)					
Line Item No.	Description	Quantity	Unit	Unit Rate	Extended Price
3.1	Hosting (per year from system acceptance date)	1	per Year	\$25,137.00	\$25,137.00
3.2	Support & SLA (per year from system acceptance date)	1	per Year	\$25,137.00	\$25,137.00
3.3	Server Security & OS Upgrades	1	per Year	\$0.00	\$0.00
3.4	Application & Web (Portal/Browser) Upgrades	1	per Year	\$0.00	\$0.00
3.5	Inspection Terminal Support and Maintenance	1	per Year	\$12,568.50	\$12,568.50
3.6a	Contractor Transaction Fee (if charged per transaction) *	468,750	per Transaction	\$0.025	\$11,718.75
3.6b	Contractor Transaction Fee for Transactions between \$0.01 - \$2.99 (if charged per transaction dollar amount) *	0	per Transaction Dollar	2.5%	\$0.00
3.6c	Contractor Transaction Fee for Transactions between \$3.00 - \$9.99 (if charged per transaction dollar amount) *	390,625	per Transaction Dollar	2.5%	\$9,765.63
3.6d	Contractor Transaction Fee for Transactions over \$10.00 (if charged per transaction dollar amount) *	78,125	per Transaction Dollar	2.5%	\$1,953.13
3.7a	Contractor Processing Fee (if charged per transaction) *	468,750	per Transaction	\$0.00	\$0.00
3.7b	Contractor Processing Fee for Transactions between \$0.01 - \$2.99 (if charged per transaction dollar amount) *	0	per Transaction Dollar	\$0.00	\$0.00
3.7c	Contractor Processing Fee for Transactions between \$3.00 - \$9.99 (if charged per transaction dollar amount) *	390,625	per Transaction Dollar	\$0.00	\$0.00
3.7d	Contractor Processing Fee for Transactions over \$10.00 (if charged per transaction dollar amount) *	78,125	per Transaction Dollar	\$0.00	\$0.00
6.0 Optional Work					
Line Item No.	Description	Quantity	Unit	Unit Rate	Extended Price
6.1	Inspection Terminal Android App	1	Application	\$0.00	\$0.00
6.2	Validation Terminal SDK	1	each	\$38,000.00	\$38,000.00
6.3	Additional Service	400	hour	\$118.75	\$47,500.00
6.4	Additional Travel Expenses				at cost
6.5	Integration with Fare Collection System (Task 4)	1	each	\$57,000.00	\$57,000.00
TOTAL:					\$495,492.80

4.0 Maintenance and Recurring Charges- Optional (Year 5)					
Line Item No.	Description	Quantity	Unit	Unit Rate	Extended Price
4.1	Hosting (per year from system acceptance date)	1	per Year	\$26,393.85	\$26,393.85
4.2	Support & SLA (per year from system acceptance date)	1	per Year	\$26,393.85	\$26,393.85
4.3	Server Security & OS Upgrades	1	per Year	\$0.00	\$0.00
4.4	Application & Web (Portal/Browser) Upgrades	1	per Year	\$0.00	\$0.00
4.5	Inspection Terminal Support and Maintenance	1	per Year	\$13,196.93	\$13,196.93
4.6a	Contractor Transaction Fee (if charged per transaction) *	585,938	per Transaction	\$0.025	\$14,648.44
4.6b	Contractor Transaction Fee for Transactions between \$0.01 - \$2.99 (if charged per transaction dollar amount) *	0	per Transaction Dollar	2.5%	\$0.00
4.6c	Contractor Transaction Fee for Transactions between \$3.00 - \$9.99 (if charged per transaction dollar amount) *	488,281	per Transaction Dollar	2.5%	\$12,207.03
4.6d	Contractor Transaction Fee for Transactions over \$10.00 (if charged per transaction dollar amount) *	97,656	per Transaction Dollar	2.5%	\$2,441.41
4.7a	Contractor Processing Fee (if charged per transaction) *	585,938	per Transaction	\$0.00	\$0.00
4.7b	Contractor Processing Fee for Transactions between \$0.01 - \$2.99 (if charged per transaction dollar amount) *	0	per Transaction Dollar	\$0.00	\$0.00
4.7c	Contractor Processing Fee for Transactions between \$3.00 - \$9.99 (if charged per transaction dollar amount) *	488,281	per Transaction Dollar	\$0.00	\$0.00
4.7d	Contractor Processing Fee for Transactions over \$10.00 (if charged per transaction dollar amount) *	97,656	per Transaction Dollar	\$0.00	\$0.00

5.0 Maintenance and Recurring Charges- Optional (Year 6)					
Line Item No.	Description	Quantity	Unit	Unit Rate	Extended Price
5.1	Hosting (per year from system acceptance date)	1	per Year	\$27,713.54	\$27,713.54
5.2	Support & SLA (per year from system acceptance date)	1	per Year	\$27,713.54	\$27,713.54
5.3	Server Security & OS Upgrades	1	per Year	\$0.00	\$0.00
5.4	Application & Web (Portal/Browser) Upgrades	1	per Year	\$0.00	\$0.00
5.5	Inspection Terminal Support and Maintenance	1	per Year	\$13,856.77	\$13,856.77
5.6a	Contractor Transaction Fee (if charged per transaction) *	732,422	per Transaction	\$0.025	\$18,310.55
5.6b	Contractor Transaction Fee for Transactions between \$0.01 - \$2.99 (if charged per transaction dollar amount) *	0	per Transaction Dollar	2.5%	\$0.00
5.6c	Contractor Transaction Fee for Transactions between \$3.00 - \$9.99 (if charged per transaction dollar amount) *	610,352	per Transaction Dollar	2.5%	\$15,258.79
5.6d	Contractor Transaction Fee for Transactions over \$10.00 (if charged per transaction dollar amount) *	122,070	per Transaction Dollar	2.5%	\$3,051.76
5.7a	Contractor Processing Fee (if charged per transaction) *	732,422	per Transaction	\$0.00	\$0.00
5.7b	Contractor Processing Fee for Transactions between \$0.01 - \$2.99 (if charged per transaction dollar amount) *	0	per Transaction Dollar	\$0.00	\$0.00
5.7c	Contractor Processing Fee for Transactions between \$3.00 - \$9.99 (if charged per transaction dollar amount) *	610,352	per Transaction Dollar	\$0.00	\$0.00
5.7d	Contractor Processing Fee for Transactions over \$10.00 (if charged per transaction dollar amount) *	122,070	per Transaction Dollar	\$0.00	\$0.00
GRAND TOTAL:					\$696,679.25

* These Quantities are estimates only and METRO is not obligated to purchase any quantities under this Contract.

4 KEY PERSONNEL FORM

PRIME CONTRACTOR: Bytemark, Inc.

Name: Marcus Welz

TEL (212) 206-8719

Title: CEO

E-Mail: marcus@bytemark.co

Name: Dan Rajagopalan

TEL (646) 384-8998

Title: Project Manager

E-Mail: dan@bytemark.co

SECTION III - DELIVERIES OR PERFORMANCE ARTICLES**1 DEFINITIONS**

- A. 'METRO' shall mean Metropolitan Transit Authority of Harris County, Texas.
- B. The term 'President & Chief Executive Officer' means the President & Chief Executive Officer of the Metropolitan Transit Authority and the term 'the duly authorized representative' means any person specifically authorized to act for the President & Chief Executive Officer. These representatives are authorized to obligate METRO by executing this Contract, and any modification thereto.
- C. The term 'Contracting Officer' means the Contract Administrator who has been designated the responsibility, by the METRO Chief Procurement Officer, for overall administration of the contract, excluding the execution of contract modifications.
- D. The term 'METRO Project Manager' means the technical representative who has been designated to act on behalf of METRO in monitoring and assessing the Contractor's services and/or 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 contract Work in its entirety or any portion thereof, as required by the contract documents.
- E. Depending on the disputes resolution process selected by the Contractor at the time of proposal:
1. The term 'Contract Disputes Appeals Committee' means the METRO administrative body designated by the President & Chief Executive Officer to hear a Contractor's appeal submitted under the 'Disputes' Article of this Contract.
 2. The term 'Arbitrator' means the individual selected by both METRO and the Contractor to hear an appeal submitted under the 'Disputes' Article of this Contract.
- F. The term 'Contractor' shall mean the individual, partnership, corporation, organization, or association contracting with METRO to furnish all materials, goods and work defined herein. As may be used herein, the terms 'Contractor' and 'Consultant' are synonymous.
- G. The term 'subcontract' means any agreement including purchase orders (other than one involving an employer employee relationship) entered into between the Contractor and a subcontractor calling for services, labor, equipment, and/or materials required for Contract performance, including any modifications thereto.
- H. The terms 'subcontractor' and 'subcontractor and supplier' mean any individual, partnership, firm, corporation or joint venture that contracts with the Contractor to furnish services, labor, equipment and/or materials under this Contract. As used herein, the terms 'subcontractor' and 'subcontractor and supplier' are synonymous.

2 PERIOD OF PERFORMANCE

- A. This Contract shall be for a period of Four (4) years from the effective date of the Contract. Additionally, at METRO's sole option, this Contract shall be renewable for two additional (1)-year periods each unless otherwise extended or terminated by METRO in accordance with the terms and conditions of this Contract.
- B. In the event additional time is required by METRO to initiate a new contract, the Contractor agrees to continue providing services to METRO on a month-to-month basis for a period not-to-exceed six (6) months at the same prices, terms and conditions of the original Contract.

3 SERVICES TO BE PERFORMED

The Contractor shall furnish all necessary resources required to provide a Mobile Ticketing Application in accordance with the terms and conditions of this Contract. Specific services to be performed are listed in Exhibit A, 'Scope of Services,' and made a part hereof.

4 TEXAS ETHICS COMMISSION (TEC) ELECTRONIC FILING

In the event this Contract requires the approval of METRO's Board of Directors, the Contractor shall submit to METRO, after notification that METRO's Board has authorized the Contract and prior to final execution of the Contract, a completed, signed and notarized Form 1295 generated by the Texas Ethics Commission's (the TEC) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (a *Form 1295*). The Contractor hereby confirms and agrees to submit such forms with the TEC through its electronic filing application at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

SECTION IV - INSPECTION AND ACCEPTANCE ARTICLES**1 INSPECTION OF SERVICES**

- A. The Contractor shall provide and maintain a quality control and service inspection system acceptable to METRO covering the services under this Contract. Complete records of all inspection services performed by the Contractor shall be maintained and made available to METRO during Contract performance and for a three (3) year period after the term of the Contract.
- B. METRO has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. METRO shall perform inspections and tests in a manner that will not unduly delay the services.
- C. If any of the services do not conform to Contract requirements, METRO may require the Contractor to perform the services again in conformity with Contract requirements, at no additional compensation.
- D. When the defects in services cannot be corrected by performance, METRO may:
 - 1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 2. Reduce the Contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with Contract requirements, METRO may:
 - 1. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by METRO that is directly related to the performance of such services; or
 - 1. Terminate the Contract for default.

2 FIRST ARTICLE INSPECTION

- A. The purpose of the first article inspection is to confirm that any components, systems, subsystems, major assemblies, subassemblies, products, parts, apparatuses, articles and other materials comply with the Scope of Services
- B. Where required by the Contract documents or requested by METRO, the Contractor shall cause first article inspections to be conducted. A first article inspection may include both a physical configuration inspection and a functional demonstration. First article inspections shall be conducted at the Contractor or Subcontractor's facility. The Contractor shall furnish to METRO prior to each first article inspection a written inspection and demonstration plan for each item for review. METRO's inspectors will attend each first article inspection unless METRO provides a written waiver of its right to attend any such inspection. The results of each first article inspection shall be documented by the Contractor in a format deemed acceptable by METRO, and all documents relating to the inspection shall be forwarded to METRO.

SECTION V - CONTRACT ADMINISTRATION DATA ARTICLES**1 COMPENSATION**

- A. As full consideration for the satisfactory performance by the Contractor of this Contract, METRO shall pay to the Contractor compensation in the amount of **Four Hundred Ninety-Five Thousand, Four Hundred Ninety-Two and 80/100 Dollars (\$495,492.80)**, in monthly installments in accordance with Section II, No. 2, less any prompt payment discount earned or set forth in Paragraph B below, and in accordance with the payment provisions of this Contract.
- B. Prompt payment discount(s): 0%. In connection with any discount offered for prompt payment, time shall be computed from the date of receipt of a properly prepared invoice by METRO or acceptance of all materials and goods furnished and work performed, whichever is later. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that the payment is mailed or the date which an electronic funds transfer was made.

2 INVOICING AND PAYMENT

- A. The Contractor shall submit an original invoice for Work, services, equipment, materials or other items that have been inspected and accepted by METRO, to the address shown below:
- Sr. Director of Accounting/Controller
METROPOLITAN TRANSIT AUTHORITY
1900 Main St., 5th Floor (77002)
P.O. Box 61429
Houston, Texas 77208-1429
- B. METRO shall pay the amount due the Contractor under this Contract after:
1. Acceptance of services;
 2. Presentation of a properly prepared invoice;
 3. For each invoice with a Small Business Participation goal, update METRO's Online Contract Audit screen demonstrating payments to subcontractors and confirmation of receipt of payment by subcontractors;
 4. For each invoice with a Small Business Participation goal, update METRO's online Subcontractor Invoice Report demonstrating subcontractor's invoices for the billing period and upload a copy of the subcontractor's invoice. The Contractor's invoice to METRO should include subcontractor's invoice for the same period of performance.
 5. Presentation of a completed 'Contractor's Release' form, Exhibit B, with every invoice, thereby releasing all claims against METRO arising by virtue of this Contract, other than claims, in stated amounts that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this Contract has been assigned. The Contractor shall complete a 'Contractor's Release' form, Exhibit B, or other Contractor's release form acceptable to METRO and submit with every invoice.
 6. If the Contractor has previously been paid for items or services that are later found to be deficient, defective or otherwise unacceptable, subsequent invoices may be adjusted accordingly. In such instances, METRO shall provide the Contractor a written explanation for such adjustments.
- C. Subcontractor and Supplier Payments:
1. The Contractor shall provide payment to each subcontractor and supplier within five (5) business days after receiving payment from METRO for amounts previously invoiced for work performed or materials furnished under the Contract with a Small Business Participation goal. Subcontract payment provisions shall require payments to subcontractors within five (5) business days after the Contractor received payment from METRO. Interest on late payments is subject to the provisions of Texas Government Code, Title 10, Chapter 2251, regarding payments to subcontractors.
 2. In the event of disputed amounts, the Contractor shall provide a written response to a subcontractor or supplier, with a copy to the Contracting Officer, specifically addressing any disputed amounts on invoices. The Contractor should resolve all disputed invoices at the earliest time to avoid a delay in the submission of print out of METRO's Online Contract Audit screen with subcontractor payment verification which could delay payment to the Contractor. In the event that the Contractor cannot resolve a subcontractor or supplier disputed invoice, the Contractor shall bring the matter to the attention of the Contracting Officer at the time of submitting the Contractor's invoice for payment. The Contracting Officer will investigate the situation and make a determination whether the Contractor's invoice should be processed for payment without the required contract Audit verification. The Contracting Officer will not mediate the dispute between the Contractor and any subcontractor or supplier in the resolution of disputed invoices.

D. METRO's Online Contract Audit on Contracts with Small Business Participation Goals:

1. Contractors are required to update METRO's Online Contract Audit screen and Subcontractor Invoice Report, and to upload subcontractor invoices.
2. Failure of the Contractor to update METRO's Online Contract Audit screen, Subcontractor Invoice Report and/or subcontractor's invoices will be cause for the return of the invoice to the Contractor as an improperly prepared invoice.
3. In the event that no invoice is due for the past month, METRO's Online Contract Audit screen shall nevertheless be updated, showing payment/nonpayment confirmation by the subcontractor/supplier.

E. METRO is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales, Excise and Use Tax. METRO's Federal Excise Tax Number is 76-79-0020K and METRO's State Tax Exempt Number is 1-74-1998278-4. The Contractor's invoices shall not contain assessment of any of these taxes.

F. For each invoice with a Small Business Participation goal, payments will be made within fifteen (15) business days after receipt of a properly prepared invoice, which includes METRO's on-line Contract Audit screen and Subcontractor Invoice Report updates and upload of subcontractor invoices. Invoices with no Small Business Participation goal will be made within thirty (30) business days after receipt of a properly prepared invoice. Payments shall be considered made when METRO deposits the Contractor's payment in the mail or the date on which an electronic transfer of funds was made. Interest on payments under this Contract shall accrue and be paid only in accordance with Texas Government Code, Title 10, Chapter 2251, which shall be the Contractor's sole remedy under this Article.

G. All material and Work covered by payments made shall, at the time of payment, become the sole property of METRO, but this provision shall not be construed as:

1. Relieving the Contractor from the sole responsibility for all material, goods and Work upon which payments have been made or the restoration of any damaged Work; or as
2. Waiving the right of METRO to require the fulfillment of all of the terms of the Contract.

3 ADMINISTRATIVE CONTROL OF CORRESPONDENCE

Contract-related correspondence, transmittal letters, etc., issued by each party to this Contract will refer to the Contract number shown on the cover page of this Contract. The correspondence shall be addressed to the appropriate METRO representative set forth elsewhere in this Contract. Should it be addressed to other than the Contracting Officer, a copy shall be provided to the Contracting Officer.

4 CONTRACTOR REPRESENTATIVE

- A. Prior to the start of performance, the Contractor shall advise METRO in writing of the primary and alternate representative (including phone number) who will have management responsibility for the total Contract, with the authority to transmit instructions, receive information, receive and act on technical matters and resolve problems of a contractual nature, and represent the Contractor in all matters with regard to the Project. These representatives may be changed by the Contractor from time to time, with the written approval of METRO.
- B. Contractor personnel who will require access to any METRO property on a frequent basis (greater than 20 hours a week), will require a Contractor badge. METRO's Project Manager is responsible for coordinating these badges with METRO's Facilities Maintenance Department. Badges will carry an expiration date of 90 days; if further access is required, METRO's Project Manager must resubmit a Contractor badge request on the Contractor's behalf to the Facilities Maintenance Department with the appropriate levels of approval.
- C. At the termination of this Contract, the Contractor shall return to METRO's Project Manager all METRO issued identification badges and METRO Q Cards for deactivation by METRO's Human Resources Department. The Contractor shall also immediately notify METRO's Project Manager and return such identification badges and METRO Q Cards for those Contractor employees whose services are no longer needed during the course of this Contract. The Contractor will be assessed a \$10.00 fee for each identification badge or METRO Q Card that is lost or not returned to METRO.

5 NOTICES

All notices to either party by the other shall be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each:

Authority:	Alan Scanio METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS 1900 Main St., 8th Floor (77002) Post Office Box 61429 Houston, Texas 77208-1429
Contractor:	Marcus Welz BYTEMARK, INC. 268 West 44th Street 3rd Floor New York, NY 10036

and shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change of address to the other in the manner provided for above.

SECTION VI - INSURANCE ARTICLES**1 CONTRACTOR'S INSURANCE**

A. The Contractor shall purchase and maintain in effect during the entire period of this contract, including any maintenance period thereof, insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

WORKERS' COMPENSATION INSURANCE providing Statutory Benefits in accordance with the Workers' Compensation Act of the State of Texas and/or any other State or Federal law as may be applicable to the work being performed under this contract. EMPLOYER'S LIABILITY with limits of liability not less than:

\$1,000,000	Each Accident
\$1,000,000	Each Employee for Disease
\$1,000,000	Policy Limit for Disease

- Policy shall be endorsed with a waiver of subrogation recognizing the waiver of all rights of subrogation or recovery against METRO as stated in paragraph B. below.

COMMERCIAL GENERAL LIABILITY utilizing Insurance Services Office Form CG 00 01 or its substantial equivalent providing coverage on an "occurrence" basis, including bodily injury, property damage, and products and completed operations with limits no less than:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products and Completed Operations Liability Aggregate

- Policy shall be endorsed to name METRO and its directors and employees, as Additional Insureds as respects Contractor's operations in performance of this contract.
- Policy shall be endorsed with a waiver of subrogation recognizing the waiver of all rights of subrogation or recovery against METRO as stated in paragraph B. below.
- Such insurance shall be primary and non-contributing with any other valid and collectible insurance or self-insurance available to METRO.

BUSINESS AUTOMOBILE LIABILITY utilizing Insurance Services Office Form CA 00 01 or its substantial equivalent including liability coverage for all autos owned, rented, hired or borrowed by the Contractor, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws with the following minimum limit:

\$1,000,000	Any One Accident- Combined Single Limit
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- Policy shall be endorsed to name METRO and its directors and employees, as Additional Insureds as respects Contractor's operations in performance of this contract.
- Policy shall be endorsed with a waiver of subrogation recognizing the waiver of all rights of subrogation or recovery against METRO as stated in paragraph B. below.
- Such insurance shall be primary and non-contributing with any other valid and collectible insurance or self-insurance available to METRO.

PROFESSIONAL LIABILITY covering acts, error or omissions arising out of the rendering of or failure to render professional services, whether committed or alleged to have been committed by the Contractor or by its employees, subcontractors, consultants or other to whom the Contractor is legally responsible. The limit of liability shall not be less than:

\$1,000,000	Each Occurrence
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Contractor shall maintain Professional Liability insurance for not less than five years following completion of services performed under this contract and shall so evidence by Certificate of Insurance each year.

The following provisions apply with respect to all insurance coverages required above.

The insurance coverages required in this section shall not limit the Contractor's liability, or limit the indemnification provisions set forth herein.

If the Contractor maintains higher limit than the minimums shown above, METRO requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specific minimum limits of insurance and coverage shall be available to METRO.

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.

All policies of insurance presented as proof of compliance with the above requirements shall be on forms and with insurance companies approved by METRO. All such insurance policies shall be provided by insurance companies having Best's ratings of A- or greater and VI or greater (A-VI) as shown in the most current issue of Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or having Best's ratings lower than A-VI will not be accepted as complying with the insurance requirements of the contract unless such insurance companies were approved in writing prior to award of contract.

B. Contractor agrees to waive all rights of subrogation or recovery against METRO and its directors and/or employees arising out of any claims for injury(ies) or damages resulting from the work performed by or on behalf of Contractor under this agreement and/or the use of any METRO premises or equipment in the performance of this agreement.

C. Proof of compliance with these insurance requirements shall be furnished to METRO in the form of an original certificate of insurance including the endorsements mentioned in section A. above, or copies of the applicable policy language effecting required coverage signed by an authorized representative or agent of the insurance company(ies), within fourteen (14) days of notice of award of contract and before any work under this contract will be allowed to commence. Certificates will be unacceptable unless they clearly show that all of the above stipulated requirements have been met. Renewal or replacement certificates shall be furnished METRO not less than seven (7) days prior to the expiration or termination date of the applicable policy(ies). Otherwise, METRO may halt all work under this contract upon expiration or other termination of any required coverage, and work will not be allowed to resume until a satisfactory renewal certificate is received.

D. Contractor shall require any and all subcontractors performing work under this contract to obtain and maintain the insurance coverage specified in this section, where applicable. Such insurance shall be endorsed to name METRO and its directors, officers and employees as Additional Insured as respects to subcontractor's operations in performance of this contract. In addition, subcontractor and their respective insurers providing the required insurance coverage will waive all rights of subrogation or recovery against METRO and its directors, officers, employees, and insurers and policies providing such coverage shall be endorsed to recognize this required waiver of subrogation. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. In the event a subcontractor is unable to furnish insurance in the limits required under this contract, the Contractor shall endorse the subcontractor as an Additional Insured on its General Liability and Automobile Liability policies and provide METRO a certificate of insurance showing such coverage.

Such insurance will be primary and non-contributing with any other insurance and be in a form and from insurance companies reasonably acceptable to METRO.

Any request to deviate from the stipulated insurance limits required of subcontractor must be approved by METRO and will be based solely on the scope of work to be performed by the subcontractor. Contractor shall obtain and make available for inspection by METRO upon request current certificates of insurance evidencing insurance coverages carried by subcontractor.

2 INDEMNIFICATION AGREEMENT

A. **THE CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS METRO, ITS DIRECTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES, FOR BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY PERSON, OR FOR DAMAGES TO ANY PROPERTY, INCLUDING CONSEQUENTIAL DAMAGES OR LOSS OF USE THEREOF, BROUGHT OR RECOVERABLE BY THIRD PARTIES AGAINST METRO, ITS DIRECTORS AND/OR EMPLOYEES AND ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT OR OMISSION BY CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR AGREES TO PROVIDE ACKNOWLEDGEMENT OF INDEMNIFICATION WITHIN TEN DAYS FROM RECEIPT OF DEMAND FOR INDEMNIFICATION FROM METRO.**

B. **THE INDEMNITY PROVIDED FOR IN THIS ARTICLE SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS OR DAMAGE, CAUSE OF ACTION, SUIT OR LIABILITY BROUGHT OR RECOVERABLE AGAINST METRO, ITS DIRECTORS AND/OR EMPLOYEES TO THE EXTENT THE INJURY, DEATH OR DAMAGE RESULTS SOLELY FROM A GROSS NEGLIGENT ACT OR WILLFUL BEHAVIOR BY METRO.**

SECTION VII - SMALL BUSINESS PROGRAM ARTICLES FOR CONTRACTS WITH SMALL BUSINESS GOALS

- A. The Contractor hereby agrees to attain Small Business participation in the amount of **N/A%** of the total Contract amount.
- B. The Contractor shall enter into agreements for the Work identified in the 'Contractor Utilization Plan Form' (Plan) and submit copies of the agreements to the Contracting Officer within 15 days of contract award. The agreements will include:
1. Prompt payment clause;
 2. Non-discrimination clause,
 3. Release of retainage clause, where applicable;
 4. Business Assurance clauses,
 5. Federal clauses, where applicable, and
 6. Subcontractor's obligation to participate in the B2GNow Payment Compliance System.
- C. The Contractor shall adhere to the Plan submitted, including self-performing a minimum thirty percent (30%) of the Contract, unless a waiver is received from the Office of Small Business. Any changes in the Plan regarding the proposed use of certified subcontractors in discharging the Contract duties must be approved by the Office of Small Business. The approval of the Office of Small Business will not be unreasonably withheld upon a showing of good cause to make the change. When adding a certified subcontractor to the Plan, the Contractor must submit a copy of the subcontract agreement to the Contracting Officer within 15 days of receiving approval from the Office of Small Business
- D. The Contractor's failure to comply with the aforementioned Small Business participation provisions and the Contractor Utilization Plan Pledge provisions may result in the:
1. Withholding of payment until such compliance is achieved or a waiver of the provisions is provided by METRO,
 2. Revocation of the benefits and incentives provided under the Program, or
 3. Cancellation, termination or suspension of the Contract, in whole or in part.
- E. Where applicable, the Contractor's Small Business Participation goal achievement and compliance with the Small Business Program will be considered during evaluation for future METRO contracts.
- F. The Contractor and Subcontractors shall permit access to their books, records, and accounts by the Contracting Officer, Office of Small Business representative or a designated representative for the purpose of investigation to ascertain compliance with these specified requirements. Such records shall be maintained by the Contractor in a fashion which is readily accessible to METRO for a minimum of three (3) years following completion of this Contract. The Contractor will include this provision in the subcontractor agreements.
- G. To ensure that all obligations under this Contract are met, METRO will conduct periodic reviews of the Contractor's Small Business efforts during Contract performance. The Contractor shall bring to the attention of METRO's Contracting Officer and Office of Small Business any situation in which regularly scheduled progress payments are not made to Small Business subcontractors. Failure to make prompt payment or to notify METRO could result in the action outlined in item D above.
- H. The Contractor may review documents at METRO which specify:
1. Guidance for making determinations of Small Business participation in the Program;
 2. The procedure used to determine whether a company is in fact a Small Business; and
 3. Appeals procedure for denial of certification as a Small Business.

SECTION VIII - SPECIAL TERMS AND CONDITIONS ARTICLES**1 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

METRO's obligation for performance of this Contract is contingent upon availability of funds from which payment for contract purposes can be made. No liability on the part of METRO for any payment may arise under this Contract until funds are made available for performance and until the Contractor receives notice of availability, in writing, from the Contracting Officer. Any option exercised by METRO that will be performed in whole or in part in a subsequent fiscal year is subject to availability of funds in the subsequent fiscal year and is governed by the terms of this Article.

2 COMMERCIAL WARRANTY

In addition to any warranty, if any, specified in the Scope of Services, Exhibit A, incorporated by reference, the Contractor shall provide its standard warranty for services as described in the Scope of Services. Warranty shall apply for all materials, goods or work purchased under this Contract, warranted that they will be free from defects, will conform to all applicable specifications, and will be suited for the intended purpose of said materials, goods or work. Neither acceptance of, nor payment for said materials, goods or work shall constitute a waiver or modification of any of the warranties of the Contractor or the rights of METRO thereunder. Upon receipt of a written request by METRO the Contractor shall submit, within fourteen (14) calendar days, a copy of its standard commercial warranty for the item(s) purchased in this Contract.

3 CONFIDENTIALITY AND NONDISCLOSURE

- A. The Contractor acknowledges that in rendering these services, METRO Confidential Information [will or may] be revealed to the Contractor. 'Confidential Information' means non-public, sensitive or proprietary information disclosed before, on or after the effective date, by METRO to the Contractor or its employees, agents, officers, directors, or affiliates. Except as required by applicable federal, state or local law or regulation, Confidential Information does not include information that at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of this Contract, information from a lawful third-party source, and information that was already in the possession of the Contractor. The Contractor shall not use any such Confidential Information without METRO's written permission. The Contractor shall not disclose METRO Confidential Information to any person or entity other than its representatives involved in this Contract.
- B. If the Contractor knows or suspects any misuse or disclosure of METRO Confidential Information, the Contractor will immediately notify METRO and restrict the use and disclosure of such Confidential Information.
- C. On METRO's request, the Contractor shall promptly return or destroy all Confidential Information in its possession.
- D. At any time during the term of this and for a period of three years from the date of expiration of this Contract, at METRO's request, the Contractor shall provide to METRO or its designated agents full access to the Contractor's premises to inspect and audit the relevant books, records, physical and electronic controls to verify the Contractor's compliance with the terms of this clause. Notwithstanding the above, any valid order of disclosure under the Texas Public Information Act shall be lawful if prompt written notice is given to METRO before disclosure. The Contractor understands that disclosure can lead to irreparable harm which injunctive relief alone may not be an adequate remedy. METRO reserves its right to all other remedies available at law.

4 CONTRACTOR'S EMPLOYEES

- A. The Contractor shall screen all employees and require satisfactory personal references in order to determine the character of prospective employees before hiring.
- B. The Contractor's employees shall, while on duty at a METRO facility, wear in plain view an identification badge to be furnished by METRO, containing their name and status as temporary.
- C. All Contractor and subcontractor employees shall be neatly attired at all times in a manner that will reflect credit both upon Contractor and the facility in which they are working.
- D. All Contractor and subcontractor employees shall be U.S. citizens or possess written documentation verifying legal authorization to work in the United States.
- E. The Contractor shall require its employees and subcontractors to comply with the instructions pertaining to conduct and other regulations called to the attention of the Contractor by the Project Manager or his designee.
- F. At the request of the Contracting Officer or Project Manager, the Contractor shall remove an employee from its work force who is found unacceptable or unsatisfactory by the Project Manager. It shall be the Contractor's responsibility to find a suitable replacement for the removed employee. No claim associated with such an action will be authorized.
- G. The Contractor shall replace the removed worker, at the Contractor's expense, with a suitable replacement within twenty four (24) hours after immediately removing the violating employee.

- H. The Contractor's personnel shall comply with all written rules and regulations supplied to the Contractor regarding personal and professional conduct, safety, security and other matters that are generally applicable to METRO's employees, such as the Electronic Communications Guideline; and otherwise conduct themselves in a businesslike manner.

5 COPYRIGHT AND PATENT INDEMNITY

The Contractor warrants and represents to METRO that the licensed products do not infringe any patent, copyright, trademark or trade secret. In the event any legal proceedings are brought against METRO claiming an infringement of a patent, copyright, trademark or trade secret based on METRO's use of the licensed products, the Contractor agrees to defend and indemnify METRO at the Contractor's own expense for any claims or such legal proceeding relating to such claim, and to hold METRO harmless from any damage incurred or awarded as the result of settlement or judgment against METRO.

6 HEALTH, SAFETY AND FIRST AID

- A. METRO places and requires the Contractor to place the highest importance and priority on health and safety for all services performed by the Contractor at any METRO facility. At all METRO facilities, the Contractor shall comply with all applicable fire, safety and health laws and regulations, as well as any safety and health requirements of METRO. The Contractor shall ensure that all of its employees are made aware of all safety, fire and health requirements and regulations applicable to the Work to be performed pursuant to this Contract. METRO shall furnish the Contractor with copies of all safety and health requirements of METRO that relate particularly to the services the Contractor has been requested to perform and to the general safety of any particular METRO facility.
- B. The Contractor shall not permit to exist a hazardous, unsafe, unhealthy or environmentally unsound condition or activity over which it has control at a METRO facility. In the event the Contractor becomes aware of any such condition or activity, it shall promptly notify METRO and immediately take whatever steps are necessary to eliminate, terminate, abate or rectify such condition. If METRO becomes aware of such condition or activity before it is known to the Contractor, it shall notify the Contractor and request the Contractor's prompt corrective action. METRO shall take prompt corrective action with respect to any hazardous, unsafe, unhealthy or environmentally unsound condition or activity resulting from its activities or operations. Each party shall cooperate with the other to eliminate, terminate, abate and rectify any such condition.
- C. In the case of any emergency, METRO shall make emergency first aid and related services available to the employees of the Contractor to the same extent that such emergency first aid and related services would be available to an employee of METRO located at the same facility. Nothing contained herein shall be construed as imposing any duty upon METRO to provide emergency first aid treatment or related services to the Contractor's employees where such emergency first aid treatment or related services are not already available to any employee.

7 INTER-LOCAL/COOPERATIVE PURCHASE

The Contractor agrees that any agreement inclusive of pricing resulting from this solicitation is extended to other public entities (e.g., state agency, local government, state of Texas educational institutions) authorized by state law to participate under cooperative procurement contracts or Interlocal Agreements with the following understandings:

- A. Unless specifically stated otherwise, any volume of products or services stated in this Contract document reflects only products or services to be purchased by METRO and does not include potential purchases by other entities.
- B. The Contractor shall establish a direct relationship with each entity concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payment and all other matters relating or referring to such entity's access to the agreement.
- C. Each entity is a financially separate entity and shall be solely responsible for the financial commitments of that entity.
- D. METRO shall not be held liable for any costs, damages or other obligations incurred by any participating entity.
- E. It is the entity's decision whether or not to enter into an agreement with the Contractor.
- F. Any purchases made by an entity shall be in accordance with each entity's purchasing policy and procedures.

8 MOST FAVORED CUSTOMER

The Contractor shall voluntarily provide METRO with the benefits of any more favorable terms it has or negotiates with any organization or facility whose circumstances and operations are substantially the same as those of METRO.

9 USE OF WORK PRODUCTS – ASSIGNMENT OF OWNERSHIP

- A. The Contractor conveys and assigns to METRO its entire interest and full ownership worldwide in and to any of METRO's branding/logo, METRO-provided animations if any, fare tables and any other METRO-generated data, **METRO reports generated by the portal and associated data** and METRO's design, blueprinting and implementation documentation (collectively 'METRO Work Products') that the Contractor, its agents, employees, Contractors, and subcontractors (collectively 'Authors') generate under this Agreement. **Furthermore, customized reports and underlying data specifically developed by Contractor for METRO for the operation, maintenance and repair of the Project (hereinafter referred to as "Developed Works") shall become the property of METRO. METRO hereby grants Contractor an unlimited, royalty-free and transferable license to use such Developed Works.** For the avoidance of doubt, it is understood that Contractor may use its own previously developed data, documentation, software, ideas, concepts, materials, or information, in whatever form, in performing its obligations hereunder (collectively "Preexisting Works"). All Contractor's Preexisting Works shall remain the sole, exclusive and unrestricted property of Contractor. It is understood that in performing its obligations, Contractor may develop new and unique work products for use in conjunction with this Agreement. For the purpose of this Agreement, "Contractors Work Product" shall mean all data, documentation, software, ideas, concepts, materials, and information, in whatever form, produced or created by Contractor which may or may not relate solely and exclusively to the performance of work or the rendition of obligations under this Agreement (hereinafter "Contractors Work Product"). All Contractors Work Product shall remain the sole, exclusive and unrestricted property of Contractor.
- B. The Authors shall not claim or exercise any proprietary rights related to the METRO Work Products. If requested by METRO's Project Manager, the Contractor shall place a conspicuous notation on any METRO Work Products that indicate that METRO owns the proprietary rights. METRO shall not claim or exercise any proprietary rights related to the Contractor Work Products. If requested by Contractor, the METRO shall place a conspicuous notation on any Contractor Work Products that indicate that Contractor owns the proprietary rights.
- C. The Contractor shall execute all documents required by the Project Manager to further evidence METRO's ownership in METRO Work Products. The Contractor shall cooperate with METRO in registering, creating and enforcing proprietary rights arising out of this Agreement in the METRO Work Products. If the Contractor's assistance is requested and rendered under this Section, then METRO shall reimburse Contractor for all out-of-pocket expenses it incurs in rendering assistance. On termination of this Agreement, or if reasonably requested by Project Manager, the Contractor shall deliver all METRO Work Products to METRO. Contractor shall obtain written agreements from the Authors that bind them to the terms in this Section. METRO shall execute all documents required by the Contractor to further evidence Contractor's ownership in Contractor Work Products. METRO shall cooperate with Contractor in registering, creating and enforcing proprietary rights arising out of this Agreement in the CONTRACTOR Work Products'. If the METRO's assistance is requested and rendered under this Section, then Contractor shall reimburse METRO for all out-of-pocket expenses it incurs in rendering assistance.
- D. The Contractor may retain copies of the METRO Work Products for its archives. The Contractor shall not otherwise license, or market the METRO Work Products.

10 SOFTWARE LICENSE

Subject to payment by METRO in accordance with the Contract, Contractor hereby grants to METRO (hereinafter "METRO" or "Buyer"): a non-exclusive, non-transferable limited license to use the computer software program licensed under this Contract in machine readable, object code form and any modifications made by Contractor thereto ("Software"), but only in connection with the configuration of the goods and operating system for which the Software is ordered and for the end-use purpose of the operation, maintenance and repair of the Project. METRO agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, without Contractor's prior written consent, except for making a single copy for backup or archival purposes in accordance with the related Contractor operating documentation, and provided that Contractor's confidential and proprietary legend is included. Except to the extent that the parties otherwise agree in writing, METRO's license to use the copy of such Software shall terminate upon breach of this license or the Contract by METRO, including, without limitation, breach of payment or confidentiality obligations. All copies of the Software are the property of Contractor, and all copies for which the license is terminated shall be returned to Contractor promptly after termination.

11 ACCESSIBILITY

The Contractor agrees to conform with, and assure that any subcontractor or any other third party contractor under this Contract complies with all applicable requirements regarding Accessibility for Individuals with Disabilities contained in the Americans with Disabilities Act on 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.: section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and any other applicable federal regulations, including any amendments thereto. "Accessibility" includes digital and mobile accessibility for visually impaired individuals in compliance with the Web Content Accessibility Guidelines 2.0, Conformance Level AA Success Criteria promulgated under the Web Accessibility Initiative of the World Wide Web Consortium.

Contractor represents and warrants that as of the effective date of the Contract, the Mobile Ticketing Solution complies with Accessibility Standards. In the event that the Contractor should have known or becomes aware that the Mobile Ticketing Solution does not comply with Accessibility Standards, the Contractor represents and warrants that it will timely perform all necessary steps to satisfy such standards.

SECTION IX - GENERAL TERMS AND CONDITIONS ARTICLES**1 ASSIGNMENT**

The performance of the services under this Contract shall not be assigned by the Contractor except upon written consent of METRO. The Contractor may assign monies due or to become due to it under the Contract and such assignment will be recognized by METRO, if given proper notice thereof, to the extent permitted by law. Assignment of monies will be subjected to proper offsets in favor of METRO and to deductions provided for in this Contract. Money withheld, whether assigned or not, will be subject to being used by METRO for the completion of the Work in the event that the Contractor defaults under the Contract. The validity of the assignment and the rights of the assignee against METRO shall be governed by the laws of the state of Texas. METRO reserves the right to assign all or portion of the services awarded under this Contract including options. METRO's right of assignment will remain in force over the period of the Contract or until completion of the Contract to include options, whichever occurs first.

2 CHANGES

- A. The President & Chief Executive Officer or the duly authorized representative may, at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract, including any one or more of the following:
1. Specifications or description of services to be performed,
 2. Time of performance (i.e., hours of day, days of the week, etc.),
 3. Place of performance of the services,
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, whether or not changed by the order, the President & Chief Executive Officer or the duly authorized representative shall make an equitable adjustment in the Contract price, the time of performance, or both, and shall modify the Contract.
- C. The Contractor must submit any 'proposal for adjustment' under this Article within thirty (30) calendar days from the date of receipt of the written order. However, if the President & Chief Executive Officer or the duly authorized representative decides that the facts justify it, the President & Chief Executive Officer or the duly authorized representative may receive and act upon a proposal submitted before final payment of the Contract.
- D. Failure to agree to any adjustment shall be a dispute under the 'Disputes' Article of this Contract. However, nothing in this Article shall excuse the Contractor from proceeding with the Contract as changed.
- E. Except for those changes properly authorized and executed as provided in this Article, the Contractor shall notify the Contracting Officer in writing promptly within fifteen (15) calendar days from the date that the Contractor identifies any METRO conduct (including actions, inactions and written or oral communications) that the Contractor regards as a change to the Contract terms and conditions. This notification shall contain all information available to the Contractor regarding the change. The Contractor's failure to provide notification as required herein may jeopardize being compensated for the change if in fact a change has been made.
- F. The parties agree that the terms and conditions of this Contract may only be modified and/or amended by mutual agreement between the parties. Said mutually agreed upon amendment and/or modification shall be written and executed by both parties prior to becoming effective.

3 COMPLIANCE WITH LAWS/PERMITS AND LICENSES

The Contractor shall give notices and comply with all federal, state and municipal laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of this Contract, including, but not limited to, the laws referred to in this Contract. If the Contractor or METRO observes that this Contract is at variance therewith in any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate contract modification. Upon request, the Contractor shall furnish to METRO certificates of compliance with all such laws, ordinances, rules, regulations and orders. The Contractor shall also be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

4 CONTRACT ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Contract Modifications, if any
2. Contract Articles;

3. Scope of Services
4. Technical Specifications;
5. Drawings
6. Service Level Agreement

5 CONTRACTOR'S KEY PERSONNEL

The Contractor's key personnel listed in Section II.4, 'Key Personnel,' are considered to be essential to performance of any of the Services being contemplated hereunder. Prior to substituting other personnel for any of the individuals specified, the Contractor shall notify METRO reasonably in advance and shall submit justification in sufficient detail to permit evaluation of the impact on these Services. No such substitutions shall be made by the Contractor without first securing METRO approval. The proposal form entitled 'Key Personnel' may be amended from time to time during the course of the Contract to either add or delete personnel, as appropriate.

6 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty METRO shall have the right to annul this Contract without liability or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7 DISPUTES

Disputes will be handled in accordance with the disputes resolution option selected by the Proposer/Contractor in Exhibit E.

8 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the performance of this Contract, without prior written consent of METRO's President & Chief Executive Officer. Two (2) copies of any material proposed to be published or distributed shall be submitted to the METRO President & Chief Executive Officer through the Contracting Officer.

9 EQUAL OPPORTUNITY FOR VEVRAA PROTECTED VETERANS³

³The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

A. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as 'protected veteran(s)') in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures.
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
3. Rates of pay or any other form of compensation and changes in compensation.
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
5. Leaves of absence, sick leave, or any other leave.
6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor.
7. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
8. Activities sponsored by the Contractor including social or recreational programs.

9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to immediately list all employment openings which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, Contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the Contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- C. Listing of employment openings with the appropriate employment service delivery system pursuant to this Clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a *bona fide* job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in executive orders or regulations regarding nondiscrimination in employment.
- D. Whenever a Contractor, other than a state or local governmental Contractor, becomes contractually bound to the listing provisions in Paragraphs 2 and 3 of this Clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) it is a federal Contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The Contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the Contractor official responsible for hiring at each location. The 'Contractor Official' may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the Contractor who can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the Contractor uses any external job search organizations to assist in its hiring, the Contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this Paragraph shall be made simultaneously with the Contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the Contractor shall provide updated information simultaneously with its next job listing. As long as the Contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The Contractor may advise the employment service delivery system when it is no longer bound by this Contract clause.
- E. The provisions of Paragraphs B and C of this Clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- F. As used in this Clause:
1. *All employment openings* includes all positions except executive and senior management, those positions that will be filled from within the Contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 2. *Executive and senior management* means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the federal government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
 3. *Positions that will be filled from within the Contractor's organization* means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the Contractor proposes to fill from regularly established 'recall' lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- G. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

- H. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- I. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the Contracting Officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The Contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers that can access the electronic posting to such employees, or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- J. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- K. The Contractor will include the provisions of this Clause in every subcontractor purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- L. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

10 ETHICAL CONDUCT

- A. The METRO Board of Directors has adopted a Code of Ethics governing the conduct of its officers and employees. The Contractor agrees it will familiarize itself with this Code of Ethics and that it will not offer, confer or agree to confer any prohibited benefit as consideration for a METRO Board Member's or employee's decision, opinion, recommendation, vote or other exercise of discretion as a public servant or in exchange for the Board Member's or employee's having exercised his official powers or performed his official duties nor will the Contractor participate in any other violation of this Code.
- B. The Contractor is required to maintain those records necessary to prove beyond a reasonable doubt the Contractor's compliance with the METRO Code of Ethics Policy. METRO shall have the right to review for the purpose of determining compliance with the Code of Ethics Policy all disbursement records and supporting documents including invoices, payment vouchers, employee expense reports and petty cash records.
- C. Breach of this Article by the Contractor may result in termination of the Contract and exclusion of the Contractor from future contracts with METRO for a period of time determined by the METRO Board of Directors.

11 FORCE MAJEURE

- A. To the extent that the Contractor shall be wholly or partially prevented from its performance within the terms specified of any obligation or duty placed on the Contractor by reason of or through riot, acts of war, acts of terrorism, insurrection, by order of court, legislative action, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty may be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with METRO.
- B. In the event the Contractor seeks to characterize an event as a "Force Majeure Event," the Contractor shall have the obligation to immediately notify METRO at the time the Contractor becomes aware of said force majeure event. Further, the Contractor shall have the obligation to provide METRO with written notice upon the cessation of said Force Majeure event.

12 INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor shall be deemed to be an Independent Contractor in all its operations and activities hereunder; that the employees furnished by the Contractor to perform Work hereunder shall be deemed to be the Contractor's employees or independent subcontractors; that the Contractor's employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by state or federal law.

13 INTERPRETATION, JURISDICTION AND VENUE

This Contract shall be construed and interpreted solely in accordance with the laws of the state of Texas. Venue of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas.

14 LABOR REQUIREMENTS

- A. No Contractor or subcontractor holding a service contract for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act (29 U.S.C. 206).
- C. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof).
- D. METRO reserves the right to audit Contractor-certified payroll records at METRO's discretion.

15 METRO-FURNISHED PROPERTY

- A. METRO shall provide to the Contractor, at the times and locations stated in this Contract, the METRO-furnished property described in this Contract.
- B. Title to METRO-furnished property shall remain with METRO. The Contractor shall use the METRO-furnished property only in connection with this Contract. The Contractor shall maintain adequate property control records of METRO-furnished property in accordance with sound industrial practice and shall make such records available for METRO's inspection at all reasonable times.
- C. The Contractor shall inspect the METRO-furnished property prior to acceptance. Upon acceptance of METRO-furnished property, the Contractor assumes the risk and responsibility for its loss or damage, except:
 - 1. For reasonable wear and tear;
 - 2. To the extent the property is consumed in performing this Contract; or
 - 3. As otherwise provided for by the provisions of this Contract.
- D. The Contract performance period is based upon the expectation that METRO-furnished property, suitable for use, will be available to the Contractor at the times stated in the Schedule or if not stated, in sufficient time to enable the Contractor to meet the performance dates.
- E. If the METRO-furnished property is not available to the Contractor by the required time, or is unsuitable for use as determined by a qualified professional, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of delay, if any, caused the Contractor, and shall make an adjustment in the Contract performance period. The right to adjustment in the performance period shall be the Contractor's exclusive remedy. METRO shall not be liable for suit for breach of Contract for:
 - 1. Any delay in availability of METRO-furnished property;
 - 2. Availability of METRO-furnished property in a condition not suitable for its intended use;
 - 3. A decrease in, or substitution of, METRO-furnished property; or
 - 4. Failure to replace METRO-furnished property for which METRO is responsible.
- F. Upon completing this Contract, the Contractor shall follow the instructions of METRO regarding the disposition of all METRO-furnished property not consumed in the performance of this Contract.

16 RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

17 RIGHTS AND REMEDIES

The rights and remedies of METRO provided for under this Contract are in addition to any rights or remedies provided by law.

18 SEVERABILITY

If any provision of this Contract the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

19 SUBCONTRACTING

The Contractor shall not subcontract any portion of the work without obtaining the Contracting Officer's written consent thereto.

20 TERMINATION FOR CONVENIENCE OF METRO

- A. METRO may terminate this Contract at any time after award of the Contract by written notice to the Contractor if METRO determines that such termination is in its best interest. Upon receipt of written notice of termination, the Contractor shall cease performance to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within thirty (30) calendar days of such termination reflecting the service(s) actually furnished pursuant to the Contract and to the satisfaction of METRO, that have not appeared on any previous invoice.
- B. METRO agrees to pay the Contractor, in accordance with the terms of the Contract, for conforming service(s) actually furnished and verifiable costs that have been incurred or will be incurred by the termination, which shall be the sole amount owed to the Contractor whether for damages or otherwise, by virtue of the termination of this Contract.

21 TERMINATION FOR DEFAULT

- A. METRO may, subject to Paragraphs D and E below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to perform the services within the time and in the manner specified in this Contract or any extension thereof; or fails to perform any of the other provisions of this Contract
- B. METRO's right to terminate this Contract may be exercised if the Contractor does not cure the condition or conditions constituting default within ten (10) calendar days (or such longer period as may be authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.
- C. If METRO terminates this Contract, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, services similar to that terminated, and the Contractor will be liable to METRO for any excess costs.
- D. The Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:
 - 1. Acts of God or of the public enemy;
 - 2. Fires;
 - 3. Floods;
 - 4. Epidemics;
 - 5. Quarantine restrictions;
 - 6. Unusually severe weather;
 - 7. Acts of terrorism.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

- E. METRO shall pay the Contract price(s) for completed and accepted services. METRO may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect METRO against loss because of outstanding liens or claims of former lien holders.
- F. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of METRO.
- G. The rights and remedies of METRO under this Article are in addition to any other rights and remedies provided by law or under this Contract.

22 USE OF METRO'S NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS

If the Contractor should desire to use METRO's name, logo or any other material in its advertisement or public relations programs, the Contractor shall receive prior written approval from METRO. Any such information relating to METRO shall be factual and in no way imply that METRO endorses the Contractor's firm, services, or products. The Contractor shall insert the substance of this Article in each subcontract and supply Contractor purchase order.

23 WAIVERS

- A. Neither METRO's review, approval or acceptance of, nor payment for, the Work required under this Contract shall be construed to operate as a waiver of any rights under this Contract of any cause of action arising out of the performance of the Contract, and the Contractor shall be and remain liable to METRO in accordance with applicable law and the terms of this Contract for all damages to METRO caused by the Contractor's negligent act, error or omission in the performance of any of the Work furnished under this Contract.
- B. The waiver by METRO of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

SECTION X - FEDERAL REQUIREMENTS ARTICLES**1 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

The Contractor agrees to comply with, and assures that any subcontractor or any other third-party Contractor under this Contract complies with, all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and any other applicable federal regulations, including any amendments thereto.

2 ACCESS TO RECORDS

- A. The Contractor agrees to provide METRO, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any Project Management Oversight Contractor (PMOC) access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, that is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. The Contractor agrees to provide METRO, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, that is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- C. Where METRO enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to METRO, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of 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 the Contractor agrees to maintain same until METRO, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- F. The FTA does not require the inclusion of these requirements in subcontracts.

3 CONTRACT WORK HOURS - SAFETY STANDARDS – OVERTIME COMPENSATION

This Contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

- A. Overtime Requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the Clause set forth in Paragraph A of this Article, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the Clause set forth in Paragraph A. of this Article, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the Clause set forth in Paragraph A of this Article.
- C. Withholding for unpaid wages and Liquidated Damages. METRO shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the Clause set forth in Paragraph B of this Article.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the Clauses set forth in paragraphs A through D of this Article and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the Clauses set forth in paragraphs A through D of this Article.
- E. Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three (3) years from the completion of this Contract.

4 CONTRACTOR NONDISCRIMINATION

The Contractor or subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as METRO deems appropriate.

5 DEBARMENT AND SUSPENSION

- A. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor's principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- C. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- D. The Contractor must sign and submit the 'Debarment and Suspension Certification,' included herein as Exhibit D. The certification in this Clause is a material representation of fact relied upon by METRO. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to METRO, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6 DRUG AND ALCOHOL TESTING

- A. This Clause pertains if the Contractor is required to perform safety-sensitive functions under this Contract.
- B. A safety-sensitive function is defined as:
 - 1. Operating a revenue service vehicle, including when not in revenue service;
 - 2. Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
 - 3. Controlling dispatch or movement of a revenue service vehicle;
 - 4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service;
 - 5. Carrying a firearm for security purposes.
- C. The Contractor agrees to 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 METRO, 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.
- D. The Contractor agrees further to certify annually its compliance with Part 655 before March 1st and to submit the Management Information System (MIS) reports before March 15th to METRO's Drug and Alcohol Coordinator at METRO, 1900 Main Street, P.O. Box 61429, Houston, Texas 77208-1429.
- E. To certify compliance, the Contractor shall use the 'Substance Abuse Certifications' in the 'Annual List of Certifications and Assurances for the Federal Transit Administration Grants and Cooperative Agreements,' which is published annually in the Federal Register.
- F. The Contractor agrees further to submit for review and approval before acting on a Notice to Proceed, a copy of the policy statement the Contractor has developed to implement its drug and alcohol testing program.
- G. In addition, the Contractor agrees to consult with METRO on the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.

7 ENVIRONMENTAL REQUIREMENTS

The Contractor and any subcontractor or third-party Contractor under this Contract shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

A. Clean Air

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to METRO and understands and agrees that METRO will, in turn, report each violation as required to assure notification to the Federal Transportation Agency (FTA) and the appropriate Environmental Protection Agency (EPA) Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the FTA.

B. Clean Water

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to METRO and understands and agrees that METRO will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the FTA.

C. Energy Conservation. The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.**8 FEDERAL CHANGES**

The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement (Form FTA MA (19) dated October 1, 2012) between METRO and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

9 FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the 'Fly America' Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of federal funds and their Contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this Section all subcontracts that may involve international air transportation.

10 FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U. S. C. § 3801 et seq. And U. S. DOT regulations, 'Program Fraud Civil Remedies,' 49 C. F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which the Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U. S. C. § 5307, the government reserves the right to impose the penalties of 18 U. S. C. § 1001 and 49 U. S. C. § 5307 (n) (1) on the Contractor, to the extent the federal government deems appropriate.
- C. The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

11 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in the latest edition of FTA Circular 4420.1F in effect at the time of this Contract award, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any METRO requests, which would cause METRO to be in violation of the FTA terms and conditions.

12 METRO NONDISCRIMINATION

METRO shall not discriminate on the basis of race, color, national origin, or sex in the award and performance on any DOT-assisted Contractor in the administration of its program or the requirements of 49 CFR Part 26. METRO shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. METRO's program, as required by 49 CFR Part 26 and as approved by the DOT, is incorporated by reference in this Contract. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Contract. Upon notification to METRO of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. § 3801, et seq.).

13 NO OBLIGATION BY THE FEDERAL GOVERNMENT

- A. METRO and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to METRO, the Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- B. The Contractor agrees to include the above Clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the Clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

14 OFFICIALS NOT TO BENEFIT

- A. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.
- B. No member, officer or employee of METRO, or of any other local public body having jurisdiction over METRO, during his tenure or for one year thereafter, shall have any interest direct or indirect, in the Contract or the proceeds thereof.
- C. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required under this Contract. In the event any question of possible conflict should arise, the determination of METRO shall be controlling. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by the Contractor.

15 PRIVACY ACT

- A. The Contractor agrees to comply, and assures the compliance of its employees, with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a, regarding Drug and Alcohol enforcement activities. Among other things, the Contractor agrees to obtain the express consent of the federal government before the Contractor or its employees operate a system of records on behalf of the federal government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by the Federal Transit Administration.

16 RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17 RESTRICTIONS ON LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49CFR part 20, 'New Restrictions on Lobbying.' Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient. See Section XI, Exhibit C, 'Certification of Restrictions on Lobbying.'

18 ENTIRE AGREEMENT

This Contract and attached Exhibits constitute the entire agreement between the parties and shall supersede all prior offers, negotiations, exceptions and understandings, whether oral or written, between the parties hereto. No modification of this Contract (including any change in the Work) shall be binding upon METRO or the Contractor unless evidenced by a written modification issued pursuant to the 'Changes Provision' or by other written order modification hereof, as appropriate.

SECTION XI - EXHIBITS

1 EXHIBIT A SCOPE OF SERVICES

A. Executive Summary

METRO currently operates a RFID smartcard-based fare collection system for our bus and rail service ("Q-Card"). Many components of the system are at or near obsolescence. METRO's bus fleet has a 22-year-old farebox system that is no longer supported by the vendor and cannot be upgraded. METRO also has a mobile ticketing system with limited functionality that provides full fare tickets, day passes and park and ride zone fare.

These components of METRO's current fare collection system are proprietary and do not integrate with one another. There is no centralized customer administration portal or consolidated reporting. System modifications, where possible, are costly and time-consuming, leaving minimal flexibility for METRO to react to changing technologies and opportunities to provide customers with more options that would increase customer satisfaction and grow ridership.

METRO's vision of its future fare collection system is an "open architecture" system where equipment and software can be acquired from multiple sources. These would be integrated through Application Program Interfaces (API). The intellectual property for this integration shall belong to METRO and not the Contractor. This open architecture shall allow METRO the flexibility to add, drop or change any component of the fare collection system at any time.

Additionally, METRO is interested in implementing "open payment" architecture. Open Payment Architecture gives METRO the flexibility to provide customers with multiple payment methodologies to pay for their transit ride. Open payment also allows for the option to use other technologies such as bank cards, digital wallets, retail outlets for cash preferred using barcodes, or any number of current or future technologies.

The key benefits of an open payment, open architecture system is the high cost of obsolescence is mitigated by METRO owning the majority of the intellectual property and having the flexibility to update the system as needed, to meet changing technologies and to provide customers with a better transit experience.

The Contractor shall provide a Mobile Ticketing Application (or "Solution") that is compatible with these goals and meets the requirements of this Contract.

B. Background

1. METRO's Current Environment

a. Transportation Services

METRO currently operates several transportation modes including: Light Rail, Local Bus, Park & Ride and ParaTransit.

1.) Rail

METRO's current rail system is composed of three (3) rail lines, covering approximately 22 miles, and numerous open stations (with platforms & entry points). All rail lines are part of the same single local fare zone as local buses, to provide a seamless transit experience to local customers, as well as those transferring from a Park & Ride bus.

Customers validate their fare at free-standing validators or buy a paper Single Ride ticket at a Ticket Vending Machine (TVM) on the open-platform before boarding the train. Customers can also reload their QCards at the platform TVMs. Currently, there is no equipment aboard the rail cars to purchase a ticket or add value to a QCard.

2.) Local Buses

METRO has a fleet of front boarding local buses that share a single fare zone across the Harris County service area. Customers board buses at one (1) of over 20 transit centers or 9,000 bus stops. Customers validate their QCard at validators connected to the bus CAD/AVL system or pay cash at a farebox when boarding.

Local buses also provide customers the ability to reload their QCards while onboard using Back of the Bus Reloaders (BBR).

3.) Park & Ride Buses

There are 20+ Park & Ride locations providing commuters direct bus service to and from downtown. Those Park & Ride locations are organized around four (4) fare levels depending on the distance from downtown.

Customers validate their QCard at a validator connected to the bus CAD/AVL system or pay cash at a farebox when boarding.

Customers cannot reload their QCards on board, but cashless reloading devices are available at each Park & Ride location.

4.) Paratransit (METROLift)

The Paratransit program includes a fleet of mini buses and cabs that provide door-to-door personalized transportation services. Patrons are screened and pre-qualified in order to access services.

The system with paper tickets. Paratransit customers can access fares on all other transportation services, with a discounted reusable QCard.

Customers currently use paper tickets or passes to pay their fares upon boarding. They can purchase tickets at local retail outlets, in person at METRO or via the METRO online store.

b. Current Fare Collection Environment

METRO's current fare collection environment supports several fare media, fare types, and integrated services which are summarized below.

1.) Fare Types

There are six (6) types of media used to pay for fares, including a cash option on buses. (More information at <http://www.ridemetro.org/Pages/Fares.aspx?Info>).

- Reusable SmartCard (QCard)

Most METRO customers use a long-term reusable smartcard (Mifare 1K Classic) branded as a METRO Q® Fare Card. This card stores information about the fare type, past validations and one (1) to three (3) stored value purses to pay their fares. Those cards have an expiration period of eight (8) years and cannot be reloaded after expiration. However, any remaining balance can be used after expiration of the card.

Customers may obtain QCards at METRO RideStores, TVMs, METRO online store and retail business partners. QCards can be reloaded at numerous locations throughout the greater Houston metropolitan area (retailers, TVM, Park and Ride locations, local buses, METRO RideStores and the web). METRO does allow anonymous (Full Fare) customers, but the card balance is only protected for customers who have registered their QCard (via phone call to the fare media help desk, in person at a METRO RideStore, or an online application that is mailed in).

During each boarding, the correct fare is deducted automatically for the QCard presented to the validator. There is no operator intervention. The QCard holds the value and all transactions are done locally (i.e., a log is sent to the backend system for statistical reporting purposes at the end of each day).

QCards allow customers a three (3) hour transfer in any direction. They pay a step-up fare when boarding a higher fare zone. Transfers to the same or lower fare zones are free of charge during the three (3) hour time period.

QCards can store negative amount purses, allowing the customer to finish their current trip (and subsequent transfers), as long as there was a positive amount in the purse when starting the first leg of the trip.

There are discounted fares available, linked to QCards, with discounted rider category rights, imbedded in the card, and managed by METRO, in association with some partners (e.g., Social Services [see A.1.f], Schools [see O] and Universities [see O]).

Reusable Stored Value Media have one (1) of two (2) types of incentives:

- They grant five (5) free trips every 50 paid trips (Stored Value)
- They limit and cap the Daily Local amount spent (Day Pass)

There are very limited cases of QCards with unlimited passes. Those are generally used for a targeted subset of customers (e.g., 70+ [see A.1.d], Social Service fares [see A.1.f] and Texas Medical Center).

- Limited-Use Smart Ticket (METROMoney)

METRO partners (e.g., Social Services), special events, and some TVMs (with a dispenser), can provide customers with a limited use contactless ticket (Mifare Ultralight), storing a single purse containing a preloaded amount. Customers can tap this ticket on a validator in buses and at rail stations, until the preloaded amount is used up.

Customers cannot reload METROMoney tickets and must discard them after use. These tickets cannot be recycled and reused.

These tickets cannot store negative amount purses, so if the customer does not have enough remaining value to board, the validation is rejected. Thus, it is possible for such tickets to be discarded with a residual value.

During each boarding, the correct fare is deducted automatically for the ticket presented to the validator, without operator intervention. METROMoney cards allow customers to transfer free for three (3) hours in any direction. They pay a step-up fare when boarding a higher fare zone. Transfers to the same or lower fare zones are free of charge during the three (3) hour time period.

There are no discounted METROMoney cards or any incentives for METROMoney.

- Single Ride Ticket (Paper)

A customer who purchases a single ride ticket at a rail TVM can ride on the rail (with transfers to other rail lines in any direction within three (3) hours). There is no discount or any incentive for single ride tickets.

- Bus Cash Boarding

A customer can pay the full fare at each boarding, in cash, directly on the farebox.

The Farebox does not produce any receipt, transfer or ticket of any type and does not return any spare change. As a result, the customer must pay the full price of the fare at each boarding.

- Day Pass

A customer can purchase a fare item similar to the METRO Q® Fare Card. The METRO Day Pass is a reloadable card that offers a whole new way to ride, unlimited local bus and light-rail service, with just three (3) paid taps of your card – never pay more than \$3 a day.

- Mobile Ticketing

A customer can purchase a fare item using a mobile ticketing application downloaded from their mobile app store. Customers can purchase full fare tickets, day passes and Park and Ride zone fares.

2.) Fare Types

There are several types of fares available for different subsets of customers and cases. More information about the fares can be found at <http://www.ridemetro.org/Pages/Fares.aspx>. A summary is below

- Customer Full Fare

The general public is the largest part of the METRO customer base. Customers typically order a QCard online, by phone, pick-up a QCard at one of over 200 retailer locations or at the METRO RideStore. By default, all full fare customers are anonymous, but they can register their QCard to protect the value stored on it.

A Customer's QCard can also hold a Ride Sponsor Fare, placed on it by their employer (see below). The Customer (employee) can only see the remaining balance of that purse. They cannot see any historical data and cannot reload the Ride Sponsor Fare.

- Customer Discounted Fare

To gain access to a discounted fare, the customer (Senior or Student) must be registered with METRO and provide proof of eligibility before obtaining a discounted QCard.

The QCard provided will contain the eligibility information (type of discount and expiration, and possibly a picture). No other proof of eligibility is required to be carried by the customer to buy or use discounted fares.

A Discounted Customer QCard can also hold a Discounted Ride Sponsor Fare, placed by their employer (see below), but the Customer (employee) can only see the remaining balance of that purse. They cannot see any historical data and cannot reload that Discounted Ride Sponsor Fare.

- Ride Sponsor Fare

Ride sponsors are companies partnering with METRO to provide transit benefits to their employees. Ride sponsors administer their employees through a ride sponsor web portal and provide their cards with a specific Ride Sponsor purse in which they will add their transit benefit dollar amount. There is no employee interaction.

Ride sponsor purses are either full fare or discounted, depending on the rights of the Employee. If an employee is eligible to purchase a discounted fare (see above), the ride sponsor will be able to provide a discounted ride sponsor purse for their employees. This will enable them to travel at half price with their transit benefit money.

Some ride sponsors have physical reloading terminals (act as retailers) that allow those ride sponsors to load dollars to Qcards. However, the vast majority of ride sponsors simply execute orders in batch, from a dedicated website, where they can manage their employees. Those orders can be a single reload or an automated reload.

Ride sponsors are invoiced on the reloads reaching the employees cards. Some ride sponsors (small businesses) facilitate their payment process by using a company credit card when performing the web loading function. An invoice is not generated for these ride sponsors.

Ride sponsors are the legal owner of the ride sponsor fares; as such they are allowed to access the full history and usage of all their fares, but only their fares. If an employee also has a full fare or discounted purse, the ride sponsor has no visibility or rights to this employee's purse.

- Free Fare (ages 70+)

There is one segment of the population that can travel for free with an unlimited pass. Those individuals are 70 years of age or greater.

These customers need to come to the METRO Ride Store or complete the online form to receive their unlimited pass that allows for travel on METRO (except METROLift) for free.

- Texas Medical Center

The Texas Medical Center (TMC) is a sub-zone of the local zone fare structure. It is comprised of specific rail stations that allow for the use of a specialized local unlimited free pass (TMC pass). The TMC pass allows employees to travel for free only within the "TMC zone".

The TMC pass is provided by the TMC to their member institutions. Those institutions manage the list of employees and eligibility for that program. They issue cards with a TMC pass directly to the customer. When a customer leaves the program, the hospital recovers the QCard with the TMC pass (or hotlists QCards that cannot be retrieved).

- Social Service Agency Fare

Social Service Agencies buy METROMoney tickets from METRO and provide them to their customers. Social service agencies manage their own customers independently from METRO.

- Paratransit (METROLift) Fare

Currently, METROLift fares are paid with paper tickets (not smartcards) that can only be used on the METROLift fleet. METROLift Service manages their customers, calls, appointments and requests for service.

METROLift can also provide their customers with a discounted QCard. Those customers can ride METRO fixed rail and bus services at a discounted rate.

At present, METROLift is working on a project to implement an online fare payment option using the Trapeze Inc. EZ Wallet system. There may be future discussions regarding system integration.

3.) Integrated Services

METRO provides an integrated service that extends beyond selling and validating customer fares. Other functional components include:

- Inspection (MPD)

METRO utilizes Fare Inspectors who are part of the METRO Police Department (MPD). Their mission is to inspect and randomly control the passenger fares, providing security and limiting fraud and abuse.

They use an inspection terminal (based on the Nautiz e-Ticket Pro II (more information is available at <http://www.nautiz.com/eticketpro2/>), using the geo-location information (Service, Line, Location, Direction, Day and Time), to control the cards and tickets:

- QCards and METROMoney are controlled by tapping at the validator. However, inspectors perform random scans on their handheld devices to ensure compliance
- Paper Tickets are controlled visually

- RideStore (1900 Main St. and Travis St.)

METRO operates two (2) store locations:

- The Travis St. location primarily supports customers in obtaining and reloading QCards
- The 1900 Main St. location is a full service center where customers can obtain QCards (full fare or discounted) and receive answers to their fare questions. Some of the services offered at the ride store include:
 - Customer registration and eligibility for discounted fares
 - Card creation, replacement and registration
 - Card reload
 - Service Information

- Customer Service (1900 Main)

Customers can call to get information about their QCard. Customer Service Agents can perform the following tasks:

- Answer questions about sales and usage
- Perform some administrative functions

- Retailers

There are over 200 retail locations where customers can purchase a full fare QCard for free or reload their existing QCard.

Retailers are invoiced monthly to settle the sales performed at their location.

- Customer Web Portal

Anonymous QCard customers can reload their QCard from the customer web portal. They cannot access any information about the reloaded QCard.

Registered QCard customers have a customer web portal account to manage their cards. The customer web portal provides information about the sales and usage of the cards owned, allows reloading and secure registering of a credit card for automatic reloading of their QCard.

- Ride Sponsor Web Portal

Ride sponsors have access to a dedicated ride sponsor web portal to administer their employee's accounts, access information about the sales and usage of the fares, reload fares or place automatic reloads on QCards.

C. TASKS

1. Task 1: Project Management

The Contractor shall provide the following project management services throughout the implementation of the Solution, and the subsequent integration of that Solution with METRO's future Automated Fare Collection system:

- Regular Project Team Status Meetings
- Project Team Meeting Agenda and Minutes for each meeting
- Regular Project Status Report
- Regular Project Schedule Updates
- Regular Action Items/Issues Log Reviews and Updates
- Regular Risk Management Plan Review and Update

The Contractor shall provide an experienced Project Manager to perform the following services throughout the implementation of the Solution, and the subsequent integration of that Solution with METRO's future Automated Fare Collection system:

- Manage deliverables for each phase of the project
- Be METRO's single point of contact for all communication regarding work under this Contract.
- Coordinate all tasks with the designated METRO project manager.
- Communicate regularly with METRO's project manager and any other staff designated to discuss progress, critical risk factors that may affect the project schedule or other success factors, as well as unique issues that may surface.
- Obtain signed METRO acceptance for tasks and deliverables as outlined and agreed upon in the system implementation plan.
- Establish and lead the project team to manage the mobile ticketing application system project.

2. Task 2: Implementation/Deployment

The Contractor shall provide a multi-phased deployment approach. The following capabilities must be available in the Solution and be available for METRO to deploy in its timeline.

The following phases/tasks must be adhered to and specified phase deliverables produced by the Contractor as part of delivering a fully functional and tested mobile ticketing application:

a. Task 2.1: Project Initiation

The Contractor must meet with METRO project management and business area stakeholders for project planning, including review of proposed schedule, roles and responsibilities, conduct complete review of functionality to be delivered, and other project activities.

The Contractor shall provide the following deliverables and perform the following actions during this task:

- Project Organization
- Project Schedule (Draft)
- System Implementation Plan (Draft)
- Project Resource Plan (Draft)
- Risk Management Plan (Draft)
- Project Kick Off Meeting (joint project team - Contractor and METRO)

b. Task 2.2: Design

The Contractor shall gather technical requirements and provide a detailed design, beginning with on-site assessment and discussions with affected METRO departments. It will include but not limited to the following activities:

- Determine how the hardware (if any) and systems will be installed,
- Determine application presentation and user interaction including layouts and screenshots
- Determine how the solution will be managed on the back end
- Determine interactions with other systems (Trip planners, etc.).

The Contractor shall provide the following deliverables and perform the following actions during this task:

- On-site Assessment; documentation of findings
- System Detailed Design
- System Implementation and Resource Plan (Final)
- Risk Management Plan (Final)
- Application Branding (to METRO specifications)
- Final Project Schedule

c. Task 2.3: Development

The Contractor shall develop and install all applications within a test environment so configuration and testing of the required functionality can be started. The engineering of validation hardware must be completed and a prototype available for testing.

The Contractor must do the initial set-up and configuration, to allow testing and any required change if needed.

The Contractor must prepare and plan the rollout of the system, which includes training all IT, maintenance, fare inspectors, administrators and operational staff who will have a role in the support.

The Contractor shall provide the following deliverables and perform the following actions during this task:

- Mobile ticketing application
- Validation API
- Test Environment
- Inspection API
- Test Procedure/Plan including use cases; test scripts
- Training Plan (Draft)
- Maintenance & Support Responsibility Matrix (Draft)

d. Task 2.4: Integration Testing

The Contractor shall integrate and test the Solution with METRO's assistance to ensure all required functionality is available and working as described in this document.

Testing will not be accepted until all functional requirements of the newly implemented mobile ticketing application system have been fully tested and approved by METRO's project team. The Contractor shall provide a test procedure document with test scripts for review and acceptance by METRO, with the appropriate updates and/or revisions based on previous phase implementation findings.

The Contractor shall provide the following deliverables and perform the following actions during this task:

- Test Procedure/Plan including use cases; test scripts; acceptance test criteria (Final)
- Test Results, with Test Failure Log & Remediation Plan
- Training Plan (Final)
- Maintenance & Support Responsibility Matrix (Final)

e. Task 2.5: Training, Marketing and Outreach

The Contractor shall develop the training materials, marketing approach and customer outreach.

The Contractor shall, with METRO's assistance, develop training materials that will provide a basis to help instruct METRO customers in the easiest and most efficient way to use the system.

The Contractor shall develop a Marketing and Outreach plan with recommendations for a successful launch of mobile ticketing based on their expertise. However, the Vendor shall not lead or customer outreach effort.

The Contractor shall provide high quality images for use in marketing materials, informational copy explaining how to use the system, and assist with motion graphics and other marketing materials needed to educate and promote the solution including branding of the application.

The Contractor shall provide the following deliverables and perform the following actions during this task:

- Marketing & Customer Outreach Plan
- User Training Plan and Documentation

f. Task 2.6: Deployment

Deployment may commence only after all testing issues and errors have been corrected to METRO requirements. The Contractor shall install the hardware and software in the live environment and conduct training so that all pupils are knowledgeable and understand their role in managing the system.

If the Contractor's Solution required hardware to be installed on METRO's vehicles, then the Contractor shall provide and install a first article of all onboard vehicle equipment of each vehicle type (e.g. Bus, Rail METROLift Van, etc.) METRO will oversee in conjunction with the Contractor the installation of these first articles. After METRO inspection and approval of the first article of each different vehicle type, the Contractor shall proceed with installation based on the approved methodology and under METRO's quality assurance procedures.

The Contractor shall provide the following deliverables and perform the following actions during this task:

- Deployment of all application software systems
- Delivery of all Documentation (Final)
- Integration of Trip Planning System
- Go Live Schedule and Transition Plan
- Security Certification Audit
- Training Conducted
- Acceptable First Articles provided

g. Task 2.7: Limited Rollout

METRO will conduct a live test of the Solution with a limited and controlled number of users. This limited testing will last at least 30 days, during which METRO will report to the Contractor any anomalies and performance issues. Issues determined by METRO to require resolution prior to go-live must receive immediate attention and resolution from the Contractor. Issues determined by METRO to be less critical may be resolved on a schedule mutually agreed upon by METRO and the Contractor.

The Contractor shall provide the following deliverables during this task:

- Limited Test Results & Test Failure Log
- Remediation Plan

h. Task 2.8: System Acceptance

The monitoring period will end after final acceptance and sign-off by METRO.

The Contractor shall provide the following deliverables and perform the following actions during this task:

- Activation of Warranty & Maintenance processes and services
- Review of Lessons Learned Session

i. Task 2.9: Go-Live

The Contractor shall monitor the Solution for the first 30 days of live revenue service, and respond to issues so they are quickly resolved. METRO may at its sole discretion extend this monitoring period until all issues are resolved.

The Contractor shall provide the following deliverables during this task:

- Final Action Items & Issues Log showing all items have been closed
- Revised (final) copies of all required documentation

3. Task 3: Post Go-Live Warranty and Support

After System Acceptance and sign-off by METRO, the Contractor must provide a warranty period of one (1) year and will assist METRO in troubleshooting and correcting any issues METRO is unable to complete on its own. Any bug detected during that period must be fixed by the Contractor before the end of the warranty period.

Maintenance and support pricing and contractual terms will be negotiated prior to contract signing and will be a separate line item in the final contract. Refer to Exhibit H of this Contract for the Service Level Agreement (SLA).

The Contractor shall at the beginning of support year provide its latest PCI Compliance Audit.

The Contractor shall provide the following deliverables and perform the following actions during this task:

- Warranty Period Final Action Items & Issues Log showing all items have been found and closed
- Finalized copies of all required documentation (updated for issue fixes)
- PCI Compliance Audit

4. Task 4: Automated Fare Collection System Integration

METRO is defining requirements for a new Automated Fare Collection System that is separate from this Contractor's Solution. This Automated Fare Collection System is not purchased by this Contract and replaces the backend of METRO's current fare management system and will be a hybrid of account-based and card-based technologies. The overall project includes provisions for updated software for managing customer accounts as well as hardware, including but not limited to:

- Fareboxes
- Validators (Bus and Rail)
- Ticket Vending Machines
- Cashless Point of Sale Devices
- Administrative Point of Sale Devices
- Handheld Inspection Terminals

The Automated Fare Collection System Integrator will integrate their system with the Contractor's Solution. The Automated Fare Collection System will capture, manage and update customer account records based on their interaction with the various hardware devices above. The Mobile Ticketing Contractor shall perform all necessary updates and provide the assistance to the Automated Fare Collection System Integrator necessary to complete this integration.

5. Task 5: Additional Service

The Contractor shall provide services relating to this project as required at any time following System Acceptance. If the need for these additional services arises, METRO will provide a defined requirement and schedule of deliverables to the Contractor. The Contractor shall develop a cost estimate based only upon the Additional Service rate and associated travel. If this estimate is acceptable to METRO, METRO's project manager will provide approval to execute the requirement. The Contractor shall then perform that work.

D. Mobile Ticketing Application Specification/Requirements

The major stakeholders affected by this application include: customers, METRO operations, METRO customer service, B2B partners and regional partners. The Contractor shall build their mobile application in a way that facilitates the implementation of the following features:

- **Shared Accounts**

The mobile ticketing application shall accommodate sharing of key account information between the mobile backend and the new fare collection system backend, during transition period. This integration must be seamless to end users and partners providing real-time updates in both systems to minimize delays in posting and processing fare purchases, activations, validation and reporting. The Solution must be able to accomplish this goal through standard APIs that are maintainable into the future by the Contractor or METRO.

- **Retailers and Cash Management**

METRO is seeking to expand cash options for customers by partnering with retailers who provide solutions for the cash preferred customers.

The mobile ticketing application shall include an integrated cash management option allowing customers to purchase fares online and pay by scanning a barcode in local retail stores. Once payment is made at the retailer, a payment code is provided which validates the receipt from the purchase then is applied to their METRO account and is reflected in both the Solution and the Automated Fare Collection System.

The mobile ticketing application shall also provide a store locator option for customers to find a retailer in the near vicinity to purchase or pay their fares using cash.

The mobile ticketing provider must partner with a retailer network that provides cash purchases of METRO's fare media via the mobile ticketing application.

- **P2PE and Tokenization**

As a matter of security and PCI and EMV compliance, the mobile solution must have the capability to incorporate a certified Point-to-Point Encryption solution (P2PE) as well as tokenization to provide maximum security of customer sensitive data.

The Contractor shall replace METRO's current mobile ticketing application with Solution that meets the following requirements. General requirements for each area are as follows:

1. Customer Requirements

The Mobile Ticketing Application shall provide METRO's customers with the following capabilities:

- Must be compatible with operating systems for (iPhone, Android)
- Must be easy to download from the appropriate app-store for Free
- Must be easy to configure and use
- Must be compatible with all the ADA requirements and functionalities
- Must be secure and protect all stored payment information- EuroMastercardVisa (EMV) & Payment Card Industry (PCI) compliant
- Must allow user to pre-purchase METRO mobile fares consistent with their rider profile (see below), using any major debit and credit card (Visa, MasterCard, DiscoverCard & American Express) and transit benefit cards
- Must be able to quickly re-purchase the most recent fares
- Must be able to activate previously purchased fares when boarding METRO services, even offline
- Must allow manual activation of fares and be able to re-display an active fare
 - The customer must show the activated fare to the bus operator when boarding the bus for visual validation
 - The customer must show the activated fare to the inspector for visual validation on rail, when requested
 - For automated validation, the customer must present the smartphone display (barcode) with the activated fare in front of the validation terminal. The validator will control and authorize the boarding or reject the fare.
- Must provide visual security features for all activated fares to prevent fraud and abuse
- Must update the backend in real-time so that once a fare is used and expired, it can no longer be used again
- Must allow pre-purchased fares to be activated on the phone when in a mobile service dead zone, and the backend must be updated with the new status as soon as possible after service is restored
- Must warn or prevent the customer when attempting to activate several fares simultaneously
- Must be a self-contained application and not require the customer to possess any additional physical media, proof of eligibility, ticket or media
- Must provide quick access to the fare help desk hotline and the METRO information site
- Must provide a one-stop integrated solution for all trip-related information and feeds, including geo-location integration (if the customer allows the application to use the GPS information)

The Contractor shall provide METRO's customers with a web portal that enables them to do the following:

- Manage their personal account and contact information
- Manage payment methods
- Check the fare purchase historical data, including payment information
- Check historical data on fares used
- Check un-activated existing fares
- Purchase new fares and/or setup automatic reloads
- Setup alerts and information feeds
- Provide a link to METRO Trip Planner functions

2. METRO Operational Requirements

The Mobile Ticketing Application is required to provide the following capabilities:

- Provide fraud and abuse protection for METRO and partners
- Provide METRO Fare Inspectors with the ability to easily inspect fares for validity, either visually or with an Inspection Terminal reading the barcode. The Contractor must work with METRO to test current METRO inspection devices and allow for future expansion capabilities.
- Provide a communication platform to push METRO-specific promotions and targeted alerts and communications
- Provide integrated access to trip planning, schedules and service alerts
- Provide the ability to communicate with METRO automated validators and fare system backend (via NFC or barcode reader). This includes:
 - Bus Validators that will check and record the fare with the location information
 - Handheld Validators configured manually with location information, to allow to check and record the fare
- Provide the ability to store the GPS or location information (if authorized by the customer) to help personalize the alerts

The Contractor shall provide a backend that performs the following functions:

- METRO must be able to configure an expiration (in Days/Months) for each non-activated fare purchased, to limit differed revenue issues
- METRO must be able to limit the offline use of fares to prevent fraud and abuses

- METRO must be able to easily configure new and existing Fares, their appearance (including the security features), their label, cost, durations, limitations, rights and visibility
- METRO must be able to configure incentives, promotions and alerts for customers for special events and be able to provide information to all or a subset of customers (depending of the services used, period of day, frequency of use...)
- METRO must be able to create rider categories (profiles with an additional subset of fares):
 - Must be able to grant temporary rider categories with an expiration date), either by individual customer account (Help Desk) or by batch-import (Administrator)
 - Must allow customers to be part of several rider categories
 - Must provide real-time updates to the backend to allow customers immediate access to the new fare categories in their application
 - Must disallow further customer fare purchases when the category expires, while the purchased Fares may still be used until they expire
 - Must allow customers to purchase general public fares at any time without restriction
- Must detect and prevent any clear fraudulent use and provide information and warnings to the customer
- Must provide comprehensive reports on all aspects of the mobile ticketing statistical data
- Must provide the capability to extract some or all statistical data (on a recurring schedule), for METRO financial systems
- Must provide a card processing Contractor to process credit card transactions, while maintaining a full EMV and PCI compliance

3. METRO's Fare Media Helpdesk Requirements

The Contractor's Mobile Ticketing Application shall provide METRO's fare media help desk the following capabilities:

- Must be able search, retrieve and modify customer personal information
- Must be able to access historical information about all the previous calls and requests by customer
- Must automatically record the help desk operator actions and record any note and explanation that the operator provides
- Must be able to access all past customer transactions and current fares
- Must be able to cancel or refund existing fares
- Must be able to grant free fares & promotions
- Must be able to grant, update or revoke any rider categories (expire) whether initially set by METRO or a partner
- The help desk operator must be able to prevent the use of the fares in the case of a stolen phone. If fares are stored on the phone, the help desk operator must be able to transfer the remaining fares to the new phone
- METRO's fare media help desk must be able to assist METRO partners with pertinent functions for their subset of customers

4. METRO's B2B Requirements

B2B partnerships encompass a variety of external entities who work closely with METRO to provide fare and rider services to their constituents, including: Ride Sponsors, Secondary Schools, Universities, Texas Medical Center, METROLift, regional partners, and others.

METRO must be able to grant each individual partner with different rights and privileges:

- Must be able to authorize a partner to manage rider categories for their customers, individually or and in a batch
- Must be able to authorize partners to sell a subset of fares to their customers, individually or in a batch
- Must be able to configure the invoicing of the partners differently. Below are several invoicing scenarios:
 - Must be able to provide a simple account-based invoice to a partner
 - Must be able to automatically bill a partner credit card
 - Must be able to manage "pre-paid" fares when the partner buys an inventory of fares that will be distributed to customers; the partner is invoiced for the fares when the stock is ordered
 - Must be able to manage "at sale" fares when the partner directly sells our fares to their customers, without any inventory involved; the partner is invoiced for those sales in the current invoicing period
 - Must be able to manage "pay as you go" fares when the partner distributes them to customers, then pays depending of the customer usage of those fares (with a cap per month)
 - Must be able to default invoicing period to the calendar month, with a closing at the end of each month
 - Must be able to manage billing data that arrives after the month-end period attached to the current invoicing period
 - Must provide reports and functions to manage invoicing and track delinquent invoices
- Must be able to authorize a partner to have visibility of distributed tickets for reporting and management, similar to the Help Desk reporting

5. Regional Partner Requirements

METRO is working with regional transit partners to develop and define capabilities and interoperability parameters. In addition to standard system functions, the mobile ticketing application will provide the following capabilities for up to 8 regional partners:

- Provide a separate and distinct area within the app for each regional partner's fare selections
- Provide specific branding for each partner as well as distinct fraud prevention and detection capabilities using animation or other techniques
- Provide reports specific to partner customers and sales data
- Provide single payment for all fare media requested
- Optional: Provide fare media purchasing capability tied to a multi-regional trip plan
- Provide all of the requirements listed above at no additional cost to the Regional Partner except for the transaction fee.

6. General Requirements Matrix

All rows in this General Requirements Matrix that are marked as “Y” in the “Mandatory” Column and also “X” in the “Needs to be developed?” column shall be developed during System Deployment and Integration.

ID	Requirement	Mandatory	Available in Base App?	Needs to be developed?	Describe How Your System Handles this Requirement
1.1	Must provide an EMV & PCI compliant application (including future standards implemented through warranty)	Y	X		See section B. Technical Narrative, sub-section PCI Certified Gateway
1.2	Must provide secure and encrypted applications and communications using industry standard techniques & protocols	Y	X		See section B. Technical Narrative, sub-section Bytemark Platform
1.3	Must provide Up-time availability of 99.9% for all system components (any maintenance disrupting the service must happen between 02:30AM and 04:30AM CST)		X		See section B. Technical Narrative, sub-section Scalable Cloud Architecture. See Appendix E SLA
1.4	Must provide METRO with full, exclusive and irrevocable ownership of the data collected and recorded. The Contractor will limit its use of the data to the cases required to service METRO needs and requests. No third party should have access to any data unless previously authorized by METRO, in writing.	Y	X		See section D, Ease of Use Administration, sub-section Data Export
1.5	Must limit stakeholder, customer and partners access only to functions and data they are allowed as administrators by METRO.	Y	X		See section D, Ease of Use Administration, sub-section Account Management
1.6	Contractor must provide an experienced project manager and project team capable of delivering METRO's requirements.		X		See section F, Project Management, sub-section Key Personnel
1.7	Contractor must produce all deliverables covered in Project & deliverables section	Y	X		See sections B, C and D
1.8	Contractor must provide a base contract for 1 Year, with 1 Year extensions	Y	X		See Price Proposal
1.9	Contractor must provide a fully hosted solution, including the banking server	Y	X		See section B. Technical Narrative, sub-section Scalable Cloud Architecture
1.10	Contractor must provide an integrated card processing solution with their system	N	X		See section B. Technical Narrative, sub-section First Data ISO
1.11	Contractor must partner with a retailer network that provides cash purchases of METRO's fare media via the mobile ticketing application.	Y	X		See section Pay Near Me?
1.12	Contractor must ensure the application is available for easy download at the Application Store of each Phone OS supported	N	X		See section C, Ease of Use – Customer, sub-section Bytemark Mobile App
1.13	Contractor must provide QR codes linking to direct application download, for METRO to use on displays and advertisements		X		Our marketing team will provide direct download QR codes
1.14	Contractor must provide Help capabilities to assist user with using the application once installed as well as METRO-specific Help text for items such as rider categories and eligibility	Y		X	See section C, Ease of Use – Customer, sub-section Settings & Profile Management
1.15	Contractor shall comply with METRO's Privacy Policy, which can be found on METRO's web page at: https://www.ridemetro.org/Pages/Privacy.aspx and is subject to change from time to time.	Y			

The Contractor shall ensure the mobile application is architected to support multiple languages.

7. System Requirements and Compliance Matrix

All rows in this System Requirements and Compliance Matrix that are marked as "Y" in the "Mandatory" Column and also "X" in the "Needs to be developed?" column shall be developed during System Deployment and Integration.

ID	Requirement	Mandatory	Available in Base App?	Needs to be developed?	Describe How Your System Handles this Requirement
	Ticketing System Administration				
1.1	METRO must be able to configure an expiration (in Days/Months) for each non-activated fare purchased, to limit differed revenue issues	Y	X		See section D, Ease of Use Administration, sub-section Account Management
1.2	METRO must be able to limit the offline use of fares to prevent fraud and abuse	Y	X		See section C, Ease of Use – Customer, sub-section Multiple Devices Support and Offline Ticketing
1.3	METRO must be able to create rider categories (profiles)				See section D, Ease of Use Administration, sub-section Account Management, Product Management, Customer Groups, Promotions and Special Offers & Business Partnerships
1.3.1	- Those rider categories allow customers to buy additional subset of fares	Y	X		See section D, Ease of Use Administration, sub-section Product Management, Customer Groups, Promotions and Special Offers & Business Partnerships
1.3.2	- METRO can grant temporarily (with an expiration date) those categories to customers, either one by one or in batch-imports	Y	X		See section D, Ease of Use Administration, sub-section Product Management, Customer Groups, Promotions and Special Offers & Business Partnerships
1.3.3	- When not granted, the application does not display those restricted fare in the list of fares that a customer can purchase	Y	X		See section D, Ease of Use Administration, sub-section Product Management, Customer Groups, Promotions and Special Offers & Business Partnerships
1.3.4	- As soon as new fare rights are granted, the customer can purchase those new fares on their application	Y	X		See section D, Ease of Use Administration, sub-section Product Management, Customer Groups, Promotions and Special Offers & Business Partnerships
1.3.5	- When the rights expires, the fares bought can still be used (until they expire) but the customer cannot buy the same restricted fares anymore	Y	X		See section D, Ease of Use Administration, sub-section Product Management, Customer Groups, Promotions and Special Offers & Business Partnerships
1.3.6	- A customer can be part of several rider categories, adding rights for additional fares	Y	X		See section D, Ease of Use Administration, sub-section Product Management, Customer Groups, Promotions and Special Offers & Business Partnerships
1.3.7	- Fares provided several times to a customer by different categories should only be displayed once, unless each category is displayed as a foldable sub selection	N			See section D, Ease of Use Administration, sub-section Full Featured Operator Back Office, AND Appendix C – MBO Documentation
1.3.8	- Restricted should be displayed first in the list of fares available for purchase	Y		X	See section D, Ease of Use Administration, sub-section Full Featured Operator Back Office, AND Appendix C – MBO Documentation
1.3.9	- The backend must send notifications automatically to expiring rider category customers, to remind them to renew their eligibility	N		X	See section D, Ease of Use Administration, sub-section Full Featured Operator Back Office, AND Appendix C – MBO Documentation
1.4	METRO must be able to easily configure new or existing fares				See section D, Ease of Use Administration, sub-section Full Featured Operator Back Office, AND Appendix C – MBO Documentation
1.4.1	- Changing their security features	Y			See section D, Ease of Use Administration, sub-section Full Featured Operator Back Office, AND Appendix C – MBO Documentation
1.4.2	- Changing their characteristics (label, display, cost, duration, limitations...)	Y	X		See section D, Ease of Use Administration, sub-section Full Featured Operator Back Office, AND Appendix C – MBO Documentation
1.4.3	- Making them available to specific rider categories or partners	Y	X		See section D, Ease of Use Administration, sub-section Full Featured Operator Back Office, AND Appendix C – MBO Documentation

Requirement		Mandatory	Available in Base App?	Needs to be developed?	Describe How Your System Handles this Requirement
1.4.4	- Capping their usage per period (for usage-based fares)	Y		x	See section D, Ease of Use Administration, sub-section Product Management, Appendix C – MBO Documentation
1.5	METRO should be able to configure incentives and promotions for their recurrent customers and for special events	Y	x		See section D, Ease of Use Administration, sub-section Full Featured Operator Back Office, AND Appendix C – MBO Documentation
1.6	METRO needs to be able to provide information, promotions (e.g. for new fares) and alerts to all or a subset of customers (depending of the services used, period of day, frequency of use...)	Y	x		See section D, Ease of Use Administration, sub-section Product Management, Appendix C – MBO Documentation
1.7	The full solution must be able to process bank card transactions, while maintaining full EMV and PCI compliance	Y	x		See section B. Technical Narrative, sub-section PCI Certified Gateway
1.8	Tokenisation of all payments is the preferred solution	Y			
1.9	The backend must detect, log and prevent any clear fraudulent use of the system	Y	x		See section D, Ease of Use Administration, sub-section Full Featured Operator Back Office
1.10	The backend must provide the ability to dump, all or incremental, the statistical data (on a recurring schedule), for input into METRO financial systems +	Y	x		See section D, Ease of Use Administration, sub-section Data Export
1.10.1	- Sell specific fares	Y	x		See section D, Ease of Use Administration, sub-section Partner Administration Capabilities
1.10.2	- Manage subsets of customers (one-by-one and in a batch)	Y			See section D, Ease of Use Administration, sub-section Product Management, Customer Groups, Promotions and Special Offers & Business Partnerships
1.10.2.1	o Grant specific rider categories	Y	x		See section D, Ease of Use Administration, sub-section Product Management, Customer Groups, Promotions and Special Offers & Business Partnerships
1.10.2.2	o Access customer activity and information (reports only)	Y	x		See section D, Ease of Use Administration, sub-section Product Management, Customer Groups, Promotions and Special Offers & Business Partnerships
1.10.3	- Manage subsidies for customers (one-by-one and in a batch)	Y	x		See section D, Ease of Use Administration, sub-section Product Management, Customer Groups, Promotions and Special Offers & Business Partnerships
1.10.3.1	o Reduce the final cost to the customer	Y	x		See section D, Ease of Use Administration, sub-section Product Management, Customer Groups, Promotions and Special Offers & Business Partnerships
1.10.3.2	o Track what was paid by each customer, and the subsidies attached to the purchase	Y	x		See section D, Ease of Use Administration, sub-section Central Reporting System
1.10.3.4	o Set the subsidy to be a partial or full subsidy	Y	x		See section D, Ease of Use Administration, sub-section Business Partnerships
1.11	METRO must be able to setup and manage Partner Invoicing	Y			See section D, Ease of Use Administration, sub-section Business Partner Billing
1.11.1	- "Pre-Paid" fares: the partner buys and manages an inventory (paid when ordered) that will be distributed to customers	Y	x		See section D, Ease of Use Administration, sub-section Partner Administration Capabilities
1.11.2	- "At Sale" fares: the partner sells our fares (paid when the sale is done) to customers	Y		x	See section D, Ease of Use Administration, sub-section Business Partnerships
1.11.3	- "Pay As you Go" fares: the partner distributes them to customers, then pays depending of the customer usage of those fares (with a cap per month)	N			See section D, Ease of Use Administration, sub-section Business Partnerships
1.11.4	- METRO default invoicing period is the calendar month, with a closing on the first day of each month	Y	x		See section D, Ease of Use Administration, sub-section Business Partner Billing
1.11.5	- Any billing data arriving after the deadline, will be attached to the next invoicing period	Y	x		See section D, Ease of Use Administration, sub-section Business Partner Billing
Open Scalable Architecture					

ID	Requirement	Mandatory	Available in Base App?	Needs to be developed?	Describe How Your System Handles this Requirement
2.1	Contractor must provide an API to read a fare (by NFC or barcode scanner)	Y	X		See section B. Technical Narrative, sub-section API Integration
2.2	Contractor must provide an offline control API to verify a fare read (offline)	Y	X		See section B. Technical Narrative, sub-section API Integration
2.3	Contractor must provide a control API to verify a fare read (online with the backend)	Y	X		See section B. Technical Narrative, sub-section API Integration
2.4	Contractor must provide an validation API to execute an offline validation of a fare or METRO parking facility	Y			See section B. Technical Narrative, sub-section API Integration
2.5	Contractor must provide a back end validation API to execute an online backend validation of a fare	Y	X		See section B. Technical Narrative, sub-section API Integration
2.6	Contractor must provide a sale API (and Internet secured interface) to execute a sale and display the ticket bought	Y	X		See section B. Technical Narrative, sub-section API Integration
2.7	Contractor must provide API for 3rd party data reporting on all aspects	Y	X		See section B. Technical Narrative, sub-section API Integration
2.8	Contractor should provide three vendors able to provide a validator supporting the read and validation APIs	Y	X		See section B. Technical Narrative, sub-section API Integration
2.9	Contractor should provide three vendors able to provide a handheld supporting the read and control APIs	Y	X		See section A. Qualifications, sub-section Vendor Friendly AND B. Technical Narrative sub sections Modularity and Scalability for Future Integrations, API Integration, Integration with Fare Collection Verification Terminals.
2.10	Contractor should provide read and control APIs compatible with METRO Nautiz e-Ticket Pro II (Windows Mobile 6.5), used by MPD	N	X		See section B. Technical Narrative, sub-section API Integration
2.11	All elements of the solution must be fully synchronized. No two parts of the solution should have data discrepancy, due to delays.	Y	X		See section B. Technical Narrative, sub-section API Integration
3.1	Statistics & Reporting METRO should have access to comprehensive reports on all aspects of the mobile fare collection statistical data	Y	X		See section D, Ease of Use Administration, sub-section Central Reporting System
3.2	Contractor should provide a list of canned report and adapt them (during design) to METRO needs	Y	X		See section D, Ease of Use Administration, sub-section Central Reporting System
3.3	Reports should allow users to target queries		X		See section D, Ease of Use Administration, sub-section Central Reporting System
3.3.1	- on specific customers, partners or subset of customers	Y	X		See section D, Ease of Use Administration, sub-section Central Reporting System
3.3.2	- on specific fares or rider category	Y	X		See section D, Ease of Use Administration, sub-section Central Reporting System
3.3.3	- on specific lines, services and periods (days, time slots)	Y	X		See section D, Ease of Use Administration, sub-section Central Reporting System
3.4	Exception reports should be available for all potential issues, fraud and abuses	Y	X		See section D, Ease of Use Administration, sub-section Central Reporting System
3.5	A monthly usage overview of the system should be provided, including				See section D, Ease of Use Administration, sub-section Central Reporting System
3.5.1	- Before and after differed revenue, by fare and service	Y	X		See section D, Ease of Use Administration, sub-section Central Reporting System
3.5.2	- Sales by fare and service	Y	X		See section D, Ease of Use Administration, sub-section Central Reporting System
3.5.3	- Activation by fare and service	Y	X		See section D, Ease of Use Administration, sub-section Central Reporting System
3.5.4	- Expirations by fare	Y	X		See section D, Ease of Use Administration, sub-section Central Reporting System

ID	Requirement	Mandatory	Available in Base App?	Needs to be developed?	Describe How Your System Handles this Requirement	
3.5.5	- Promotions and help desk actions (Cancels & Offers), by fare	Y	x			See section D, Ease of Use Administration, sub-section Central Reporting System
3.5.6	The monthly usage report must allow filters on part or all fares, to drill down on revenue.	Y	x			See section D, Ease of Use Administration, sub-section Central Reporting System
3.6	A similar report (without promotions and Expirations) must exist, with an ability to accept filters on part or all services	Y	x			See section D, Ease of Use Administration, sub-section Central Reporting System
3.7	A detailed and summary report on the Contractor billing to METRO must be available, matching the compensation model approved between METRO and the Contractor.	Y	x			See section D, Ease of Use Administration, sub-section Central Reporting System
3.8	All monthly and billing reports must be finalized and available on the first day of each month. Any data coming in late is rolled over to the next monthly and billing period.	Y	x			See section D, Ease of Use Administration, sub-section Data Export
3.9	A report listing all clearly fraudulent uses prevented by the system must be available, with filters embedded for the various types of fraud	Y	x			See section D, Ease of Use Administration, sub-section Central Reporting System
3.10	A detailed and summary report on the Partner Invoicing must be available to METRO, matching the compensation model approved between METRO and the Partner, for each Partner	Y	x			See section D, Ease of Use Administration, sub-section Central Reporting System
3.11	Reports on partners invoicing and their fulfillment must be part of the package	Y	x			See section D, Ease of Use Administration, sub-section Central Reporting System
Validation & Inspection						
4.1	Drivers and inspectors must be able to easily inspect the fares and their validity	Y	x			See section B, Technical Narrative, sub-section Ticket Validation & Security
4.2	Drivers and inspectors must be able to easily detect a fake or fraudulent fare presented	Y	x			See section B, Technical Narrative, sub-section Ticket Validation & Security
4.3	When a validator is present in the vehicle, the driver must easily know the result (or absence) of customer validations	Y		x		See section B, Technical Narrative, sub-section Ticket Validation & Security
4.4	If the same fare is presented again within 5 minutes, an anti-passback warning is issued, to prevent multiple boarding with the same fare	Y	x			See section B, Technical Narrative, sub-section Ticket Validation & Security
4.5	Contractor must provide a smartphone application able to validate the fare presented and record it, with enough information (service, date/time, fare, location...) needed for cab subcontractors services billing	Y	x			See section B, Technical Narrative, sub-section Ticket Validation & Security
4.6	That validation smartphone application must be available on Android phones (and can work offline, as other validators)	N	x			See section D, Ease of Use Administration, sub-section Mobile Fare Inspection App- Optional
4.7	All validation and inspection terminals and applications must					
4.7.1	- Record all pertinent information linked to the process, whether it was successful or not	Y	x			See section B, Technical Narrative, sub-section Seamless Validation
4.7.2	- Inform the backend of any fare checked (it can be immediate or batched)	Y	x			See section B, Technical Narrative, sub-section Ticket Validation & Security
4.7.3	- Activate in the backend, as early as possible, any offline fare presented	N	x			See section B, Technical Narrative, sub-section Ticket Validation & Security
4.7.4	- Not be affected by changing security features	Y	x			See section B, Technical Narrative, sub-section Ticket Validation & Security
4.7.5	- Be able to detect any fake or fraudulent fare	Y	x			See section B, Technical Narrative, sub-section Ticket Validation & Security

ID	Requirement	Mandatory	Available in Base App?	Needs to be developed?	Describe How Your System Handles this Requirement
4.7.6	- Is able to do the process within 800ms	Y	x		See section B. Technical Narrative, sub-section Ticket Validation & Security
4.7.7	- Must provide clear information (audio & visual) to the operator and/or customer about the reason of any failure	Y	x		See section B. Technical Narrative, sub-section Ticket Validation & Security
5.1	Fare Media Helpdesk METRO help desk must be able to quickly search, retrieve and modify any customer information	Y	x		See section D, Ease of Use Administration, sub-section Customer Support Functions
5.2	METRO help desk must be able to access detailed historical information about all the previous calls and requests	Y	x		See section D, Ease of Use Administration, sub-section Customer Support Functions
5.3	The help desk application must record automatically the operators actions	N	x		See section D, Ease of Use Administration, sub-section Customer Support Functions
5.4	The help desk Application must save any additional note and/or explanation that the operator provides	Y	x		See section D, Ease of Use Administration, sub-section Customer Support Functions
5.5	METRO help desk must be able to access all past transactions and their payments	Y	x		See section D, Ease of Use Administration, sub-section Customer Support Functions
5.6	METRO help desk must be able to access all current fares (Activated or Not Activated Yet)	Y	x		See section D, Ease of Use Administration, sub-section Customer Support Functions
5.7	METRO help desk must be able to cancel or refund existing fares	Y	x		See section D, Ease of Use Administration, sub-section Customer Support Functions
5.8	METRO help desk must be able to grant free fares and/or promotions	Y	x		See section D, Ease of Use Administration, sub-section Customer Support Functions
5.9	METRO help desk must be able to grant, update or revoke any rider category (with an expiration) for that customer, whether initially set by METRO or by a partner	Y	x		See section D, Ease of Use Administration, sub-section Customer Support Functions
5.10	METRO help desk must be able to prevent the use of fares (active or not yet) when a phone is stolen.	Y	x		See section D, Ease of Use Administration, sub-section Customer Support Functions
	METRO help desk must be able to transfer (or reactivate) those remaining fares to the new phone.	Y	x		See section D, Ease of Use Administration, sub-section Customer Support Functions
5.11	METRO help desk must be able to assist METRO Partners for the same type of questions linked to their subset of customers	Y	x		See section D, Ease of Use Administration, sub-section Customer Support Functions
6.1	Mobile Ticketing Application				
	Application must be available on the following platforms:		x		
6.1.1	- Android Phones (4.4 and above)	Y	x		See section C, Ease of Use – Customer, sub-section Bytemark Mobile App
6.1.2	- iPhone (latest supported version)	Y	x		See section C, Ease of Use – Customer, sub-section Bytemark Mobile App
6.2	When the application is available in the platform, it must be available in the corresponding Application Store of that platform	Y	x		See section C, Ease of Use – Customer, sub-section Bytemark Mobile App
6.3	Contractor must provide QR codes and links, for each platform, pointing to the mobile ticketing application, in the corresponding store	Y	x		Our marketing team will provide direct download QR codes
6.4	The application must be easy to configure from the phone alone, without needing phone or web registration	Y	x		See section C, Ease of Use – Customer, sub-section Convenient Registration and Payment
6.5	The application must point out that METRO provides additional fares and discounts (with proof of eligibility), and link ride store location	N	x		See section B. Technical Narrative, sub-section Reduced Fare Products
6.6	METRO must be able to brand the application	Y	x		See section C, Ease of Use – Customer, sub-section Branding & App Design
6.7	Must meet ADA compliance requirements of the customer smartphone application	Y	x		See section B. Technical Narrative, sub-section Accessibility – ADA Compliance

ID	Requirement	Mandatory	Available in Base App?	Needs to be developed?	Describe How Your System Handles this Requirement
6.8	Must have a secured access locking the use of the application	N	x		See section B. Technical Narrative, sub-section Device Locking
6.9	Must provide default access to the following:				
6.9.1	- The fare currently activated (if any), for easy Validation	Y	x		See section C. Ease of Use – Customer, sub-section Ticket Wallet
6.9.2	- The fares ready to be activated (if no fare is activated), for easy selection	Y	x		See section C. Ease of Use – Customer, sub-section Ticket Wallet
6.9.3	- (with a preference to the last fare used)	N		x	See section C. Ease of Use – Customer, sub-section Ticket Wallet
6.9.4	- Similar fares should be presented in ascending order of expiration (closest to expiration first)	N	x		See section C. Ease of Use – Customer, sub-section Ticket Wallet
6.10	A customer should be able to activate a fare, manually (before boarding)	Y	x		See section C. Ease of Use – Customer, sub-section Ticket Wallet
6.11	A customer should be able to activate a fare, manually (before boarding) when offline	Y	x		See section C. Ease of Use – Customer, sub-section Multiple Devices Support and Offline
6.12	The activation process should not take more than 500ms for a total of 5s to select, activate and display the ticket	Y	x		We comply with this requirement.
6.13	When a validator is available, the customer must present the activated ticket to the validator				See section C. Ease of Use – Customer, sub-section Multiple Devices Support and Offline
6.13.1	- The validator API must check and confirm the fare presented in less than 800ms	Y	x		We comply with this requirement.
6.13.2	- The validator API must reject any fake or fraudulent fare in less than 800ms	Y	x		We comply with this requirement.
6.13.3	- The validation API Result must be easy to understand, with visual and audio stimuli (details to be approved during design)	Y	x		See section B. Technical Narrative, sub-section Ticket Validation & Security
6.13.4	- The validator API can work either offline (in degraded mode) or online with the backend system	Y	x		See section B. Technical Narrative, sub-section Integration with Fare Collection Verification Terminals
6.13.5	- The validator API must inform the backend of any fare presented (immediately if online, as soon as available when offline)	Y	x		See section B. Technical Narrative, sub-section Integration with Fare Collection Verification Terminals
6.13.6	- If the fare presented was an offline activation, the validator API will activate the fare in the backend	N	x		See section B. Technical Narrative, sub-section Integration with Fare Collection Verification Terminals
6.14	An activated fare cannot be re-activated again by the customer	Y	x		See section C. Ease of Use – Customer, sub-section Bytemark Mobile App
6.15	An offline activated fare cannot be re-activated again by:				See section B. Technical Narrative, sub-section Ticket Validation & Security
6.15.1	- other device sharing the same account	Y	x		See section B. Technical Narrative, sub-section Ticket Validation & Security
6.15.2	- same device with application un-installed and re-installed	Y	x		See section B. Technical Narrative, sub-section Ticket Validation & Security
6.16	An activated fare is flagged as activated in the backend immediately				See section B. Technical Narrative, sub-section Ticket Validation & Security
6.16.1	- online activation is immediately flagged in the backend	Y	x		See section B. Technical Narrative, sub-section Ticket Validation & Security
6.16.2	- offline activation will flag in the backend, immediately after the device is online again	Y	x		See section B. Technical Narrative, sub-section Ticket Validation & Security
6.17	When a customer wants to activate a second fare, the application must warn	Y		x	We have visual indicators in the ticket wallet that make it clear existing tickets are active. See

ID	Requirement	Mandatory	Available in Base App?	Needs to be developed?	Describe How Your System Handles this Requirement
	that a fare is already activated, and ask confirmation				section C, Ease of Use – Customer, sub-section Ticket Wallet
6.18	The activated fare should have distinctive security features preventing fake and fraudulent fares	Y	x		See section B, Technical Narrative, sub-section Ticket Validation & Security
6.19	METRO should be able to modify those security features	Y	x		See section D, Ease of Use Administration, sub-section Full Featured Operator Back Office
6.20	Those security features should be able to be changed by Fare Type	Y	x		See section D, Ease of Use Administration, sub-section Full Featured Operator Back Office
6.21	Those security features should not affect any automatic validation process (from a validator)	Y	x		See section D, Ease of Use Administration, sub-section Full Featured Operator Back Office
6.22	The status (Inactive, Recently Activated, Activated, Expired) of the Ticket should be obvious at-a-glance	Y	x		See section C, Ease of Use – Customer, sub-section Ticket Wallet
6.23	Activated and Expired fare should comprise visual information about when it was activated (and expired), for Inspection	Y	x		See section C, Ease of Use – Customer, sub-section Ticket Wallet
6.24	It should be a one-step action to display the activated ticket (for Validation or Inspection).	Y	x		See section C, Ease of Use – Customer, sub-section Ticket Wallet
6.25	A ticket recently activated (less than 2 minutes) should have a distinctive feature, as people activate when Inspectors are in sight	N	x		See section B, Technical Narrative, sub-section Ticket Validation & Security
6.26	Even for longer period fares (e.g. weekly passes), the customer must activate the fare before each boarding.	Y	x		See section C, Ease of Use – Customer, sub-section Recurring Payments
6.27	Inactive fares should have an expiration (configurable), preventing extensive Differed Revenue issues	Y	x		See section C, Ease of Use – Customer, sub-section Ticket Wallet
6.28	Inactive fares should display the ticket expiration	Y	x		See section C, Ease of Use – Customer, sub-section Ticket Wallet
6.29	Fares not activated and about to expire (configurable) should be highlighted in the list of inactive tickets, to warn customers of their expiration	N		x	See section C, Ease of Use – Customer, sub-section Ticket Wallet
6.3	Customer should be able to buy a fare, in accordance to the rider category (default is general public full fare)	Y	x		See section C, Ease of Use – Customer, sub-section Ticket Purchase
6.31	Customer should not be able to buy fares that are not allowed to be used (or are not for that rider category)	Y	x		See section D, Ease of Use Administration, sub-section Customer Groups
6.32	Discounts granted by rider category only require a proof of eligibility at rider category setup. No proof of eligibility is required from there, either to buy or to use restricted and/or discounted fares.	Y	x		See section D, Ease of Use Administration, sub-section Customer Groups
6.33	Customer should be able to quick-buy the last fare bought (or a preferred default fare) with the default payment information. Buying a quick fare should be very straightforward and not take more than 5 seconds	Y		x	See section C, Ease of Use – Customer, Recurring Payments We have existing solutions that may meet METRO's needs, if not we will have to provide further development to meet this requirement.
6.34	Must store securely the fares on the phone and in the Contractor backend, in synch	Y	x		See section C, Ease of Use – Customer, sub-section Convenient Ticket Storage
6.35	Must be able to use a fare offline, with a backend synch as soon as back online	Y	x		See section C, Ease of Use – Customer, sub-section Convenient Ticket Storage
6.36	Must be able to store securely the customer payment information, for quick use	Y	x		See section B, Technical Narrative, sub-section PCI Certified Gateway
6.37	Must be able to store multiple forms of payment	Y	x		See section C, Ease of Use – Customer, sub-section Ticket Purchase
6.38	Must be able to allow multiple forms of payment to be used in a single	N	x		See section C, Ease of Use – Customer, sub-section Split Purchases

ID	Requirement	Mandatory	Available in Base App?	Needs to be developed?	Describe How Your System Handles this Requirement
	transaction (for partial transit benefit)				
6.39	Methods of payment should include all the credit cards of all major vendors (Visa, MasterCard, American Express, Discover)	Y	x		See section C. Ease of Use – Customer, sub-section Convenient Registration and Payment
6.40	Methods of payment should include all the debit cards of all major vendors (Visa, MasterCard, American Express, Discover)	Y	x		See section C. Ease of Use – Customer, sub-section Convenient Registration and Payment
6.41	Methods of payment should include mobile wallets such as: PayPal, Google Pay, Apple Pay, etc.	Y	x		See section C. Ease of Use – Customer, sub-section Convenient Registration and Payment
6.42	The customer must be able to see an history of the last payments and fares used	N	x		See section C. Ease of Use – Customer, sub-section Order History
6.43	Link and contact information for METRO Help Desk	Y	x		See section C. Ease of Use – Customer, sub-section Settings & Profile Management
6.44	Access to an imbedded simple wizard, Q&A or Tutorial, answering the most common questions, to help initial setup and use, then limit the number of customers contacting the help desk to navigate around the application or use it effectively	N	x		See section C. Ease of Use – Customer, sub-section Settings & Profile Management
6.45	Integrated mobile ticketing via API or SDK (preferred)	Y	x		See section B. Technical Narrative, sub-section Modularity and Scalability for Future Integrations
6.46	Integrated API with METRO Trip planner (East Banc)	Y	x		See section B. Technical Narrative, sub-section Modularity and Scalability for Future Integrations
6.47	(using the Phone GPS location)	N	x		See section B. Technical Narrative, sub-section Modularity and Scalability for Future Integrations
6.48	(registration for specific line alerts or promotion alerts)	N	x		See section B. Technical Narrative, sub-section Modularity and Scalability for Future Integrations
6.49	Application must record phone information (manufacturer, OS and release at minimum) to help troubleshoot issues or to allow METRO for targeted communication on specific issues	Y	x		All of this is recorded on the customer account page in the back office. See section D, Ease of Use Administration, sub-section Customer Support Functions
	Customer Web Portal				
7.1	METRO must be able to brand the application	Y	x		See section C. Ease of Use – Customer, sub-section Branding & App Design
7.2	Application must meet ADA Compliance requirements for the customer web portal	Y	x		See section B. Technical Narrative, sub-section Accessibility – ADA Compliance
7.3	All the information displayed in the customer web portal must be in synch				See section C. Ease of Use – Customer, sub-section Passenger Web Portal
7.3.1	- instantly with the mobile application, when the phone is online	Y	x		See section C. Ease of Use – Customer, sub-section Passenger Web Portal
7.3.2	- instantly with the mobile application, when the phone was offline and is back online	Y	x		See section C. Ease of Use – Customer, sub-section Passenger Web Portal
7.3.3	- instantly with all the other backend portals	Y	x		See section C. Ease of Use – Customer, sub-section Passenger Web Portal
7.4	The customer must be able to view/edit the personal account and contact information	Y	x		See section C. Ease of Use – Customer, sub-section Passenger Web Portal
7.5	The customer must be able to view/add/edit the payment information	Y	x		See section C. Ease of Use – Customer, sub-section Passenger Web Portal
7.6	The customer must be able to check the history of fares bought and their payment information, and print a receipt	Y	x		See section C. Ease of Use – Customer, sub-section Passenger Web Portal
7.7	The customer must be able to check the history of fares used	Y	x		See section C. Ease of Use – Customer, sub-section Passenger Web Portal
7.8	The customer must be able to see the list of available fares (bought but not activated), with their expiration	Y	x		See section C. Ease of Use – Customer, sub-section Passenger Web Portal
7.9	The customer must be able to buy new fares	Y	x		See section C. Ease of Use – Customer, sub-section Passenger Web Portal
7.10	The customer must be able to manage automatic reloads, their payments	N	x		See section C. Ease of Use – Customer, sub-section Passenger Web Portal

ID	Requirement	Mandatory	Available in Base App?	Needs to be developed?	Describe How Your System Handles this Requirement
	and trigger conditions				
7.11	The customer must be able to setup alerts, information feeds and filters, tailored to the customer needs	Y	x		See section C, Ease of Use – Customer, sub-section Passenger Web Portal
7.12	The customer has a link to METRO Trip Planner and Schedules functionalities	Y	x		See section C, Ease of Use – Customer, sub-section Passenger Web Portal
	Partners Web Portal				
8.1	Partners, if authorized by METRO, must be able to manage Rider Categories for their customers		x		See section D, Ease of Use Administration, sub-section Partner Administration Capabilities
8.1.1	- Either one by one	Y	x		See section D, Ease of Use Administration, sub-section Partner Administration Capabilities
8.1.2	- Either in a batch	Y	x		See section D, Ease of Use Administration, sub-section Partner Administration Capabilities
8.1.3	- METRO configures a list of rider categories that can be granted for that partner	Y	x		See section D, Ease of Use Administration, sub-section Partner Administration Capabilities
8.2	Partners, if authorized by METRO, can distribute fares				
8.2.1	- Either one by one	Y	x		See section D, Ease of Use Administration, sub-section Partner Administration Capabilities
8.2.2	- Either in a batch	Y	x		See section D, Ease of Use Administration, sub-section Partner Administration Capabilities
8.2.3	- METRO configures a list of fares allowed for distribution by that Partner	Y	x		See section D, Ease of Use Administration, sub-section Partner Administration Capabilities
8.3	Partners, if authorized by METRO, can run reports on the fares they distributed to their customers	Y	x		See section D, Ease of Use Administration, sub-section Partner Administration Capabilities
8.4	Partners payment of monthly bill				
8.4.1	- Partners can register a bank card for direct invoicing of the monthly bill	Y	x		See section D, Ease of Use Administration, sub-section Partner Administration Capabilities
8.4.2	- Alternate registration of a PayPal account	N	x		See section D, Ease of Use Administration, sub-section Partner Administration Capabilities
8.4.3	- Alternate registration of an ACH	N	x		See section D, Ease of Use Administration, sub-section Partner Administration Capabilities
8.5	Partners have access to reports about invoicing	N	x		See section D, Ease of Use Administration, sub-section Partner Administration Capabilities
8.5.1	- Current period billing	N	x		See section D, Ease of Use Administration, sub-section Partner Administration Capabilities
8.5.2	- Previous billing periods	Y	x		See section D, Ease of Use Administration, sub-section Partner Administration Capabilities
8.5.3	- Inventory management	N	x		See section D, Ease of Use Administration, sub-section Partner Administration Capabilities
	Example Use Cases				
9.1	Validation & Inspection				
9.1.1	- Visual validation	Y	x		See section B, Technical Narrative, sub-section Ticket Validation & Security
9.1.2	- Validator terminal	N	x		See section B, Technical Narrative, sub-section Integration with Fare Collection Terminals
9.1.3	- Inspection	Y	x		See section B, Technical Narrative, sub-section Ticket Validation & Security, Section D, Ease of Use Administration, sub-section Mobile Fare Inspection App
9.1.4	- Subcontractor validation	Y	x		See section B, Technical Narrative, sub-section Seamless Validation
9.2	Full fare customer	Y	x		See section D, Ease of Use Administration, sub-section Product Management
9.3	Discounted customer	Y	x		See section D, Ease of Use Administration, sub-section Customer Groups

ID	Requirement	Mandatory	Available in Base App?	Needs to be developed?	Describe How Your System Handles this Requirement
9.4	70+ customer	N	x		See section D, Ease of Use Administration, sub-section Customer Groups
9.5	Ride sponsor	Y	x		See section D, Ease of Use Administration, sub-section Business Partnership
9.6	Social Service Agencies	N	x		See section D, Ease of Use Administration, sub-section Business Partnership
9.7	Texas Medical Center	N	x		See section D, Ease of Use Administration, sub-section Business Partnership
9.8	Secondary schools	Y	x		See section D, Ease of Use Administration, sub-section Business Partnership
9.9	Universities and other post-secondary schools	Y	x		See section D, Ease of Use Administration, sub-section Business Partnership
9.10	MetroLift	Y	x		See section D, Ease of Use Administration, sub-section Business Partnership
9.11	METRO Fares Incentives	Y	x		See section D, Ease of Use Administration, sub-section Business Partnership
9.11.1	- Day pass				
9.11.1.1	o Network restriction	Y	x		See section D, Ease of Use Administration, sub-section Product Management AND Appendix C – MBO Documentation
9.11.1.2	o Duration	Y	x		See section D, Ease of Use Administration, sub-section Product Management AND Appendix C – MBO Documentation
9.11.2	- Stored value				
9.11.2.1	o Boarding price	Y		x	In Development
9.11.2.2	o Step-Up for transfers	Y		x	In Development
9.11.2.3	o Rules	Y		x	In Development
9.11.2.4	o Incentives	Y		x	In Development
	Solution Extension				
10.1	Regional and multimodal partners				
10.1.1	- Able to propose an ILA with transportation partners	Y	x		See section D, Ease of Use Administration, sub-section Business Partnership
10.1.2	- Able to add service alerts from partners	N	x		See section D, Ease of Use Administration, sub-section Business Partnership
10.1.3	- Trip planning across modes and partners	Y	x		See section E, Technical Alternatives, sub-section Integrated Trip Planner
10.1.4	- Seamless for the patron	Y	x		See section B, Technical Narrative, sub-section Seamless Validation
10.1.5	- Single payment for all services involved	N	x		See section C, Ease of Use – Customer, sub-section Convenient Registration and Payment
10.1.6	- Integrated ticketing and account management	Y	x		See section D, Ease of Use Administration, sub-section Business Partnership
10.1.7	- Reporting and invoicing	Y	x		See section D, Ease of Use Administration, sub-section Business Partnership
10.2	Best fare & fare capping				
10.2.1	- Solution must have the ability to cap fare charging at various thresholds, for each rider type	Y		x	Needs to be Scoped
10.2.2	- Solution must track and cap each threshold configured	Y		x	Needs to be Scoped
10.2.3	- Riding can be partial or free to prevent going over the caps	Y		x	Needs to be Scoped
10.3	Open architecture and future fare collection integration				
10.3.1	- Solution is able to replace the account management with the new account-based solution part of the future AFCS	Y	x		See section B, Technical Narrative, sub-section Modularity and Scalability for Future Integrations
10.3.2	- Solution is able to replace the fare management with the new account-based solution part of the future AFCS	Y		x	See section B, Technical Narrative, sub-section Modularity and Scalability for Future Integrations

ID	Requirement	Mandatory	Available in Base App?	Needs to be developed?	Describe How Your System Handles this Requirement	
10.3.3	- Application will allow to manage, buy and use account-based fare from the future AFCS	Y	x		See section B. Technical Narrative, sub-section Modularity and Scalability for Future Integrations	
10.3.4	- Application will use the new AFCS payment solution	Y	x		See section B. Technical Narrative, sub-section Modularity and Scalability for Future Integrations	
10.4	- Other payment methods: Contractor must provide additional mobile methods of payment for patrons					
10.4.1	- Depending of phone manufacturer (e.g.: Apple Pay, Google Wallet, Samsung Pay...)	Y	x		See section B. Technical Narrative, sub-section Modularity and Scalability for Future Integrations	
10.4.2	- External methods of payment (e.g.: PayPal, PayNearMe ...)	Y	x		See section C. Ease of Use – Customer, sub-section Convenient Registration and Payment And section E. Technical Alternatives, sub-section PayNearMe	
10.4.3	- Integrate with a retailer payment network (e.g. Blackhawk, Incomm...)	Y	x		See section E. Technical Alternatives, sub-section PayNearMe	
10.5	- Cash Management Options:					
10.5.1	- The application will allow customers to pay for mobile tickets with cash at participating retail locations	Y	x		See section E. Technical Alternatives, sub-section PayNearMe	
10.5.2	- Customers will be able to add fare media products and/or stored value to their mobile wallet, and choose a "Pay with cash at retail" function during the checkout processes	Y		x	See section E. Technical Alternatives, sub-section PayNearMe	
10.5.3	- Customers will be able to choose a participating retail store, display and scan a bar code recognized by the existing retail point of sale network, and pay the retail clerk for the selected media with cash	Y	x		See section E. Technical Alternatives, sub-section PayNearMe	
10.5.4	- An electronic receipt will be provided, and the purchased media be immediately available for activation and use.	Y	x		See section E. Technical Alternatives, sub-section PayNearMe	
10.5.5	- System will capture information about cash customers at retail (including where and when payments were made) and be available for reporting.	Y	x		See section E. Technical Alternatives, sub-section PayNearMe	

8. Example Use Cases

a. Validation & Inspection

For validation and inspection purposes, the customer must activate the fare prior to boarding the vehicle. Activating the fare will encompass one of the following actions:

- **No activated fare:** the customer must select the fare he desires to use for the ride. This action records the start of the fares usage and displays the activated fare on the screen
- **Activated fare:** the customer simply re-displays the activated fare. This must entail a one (1)-step action. This action records the re-display of that activated fare on the screen.

Both actions must be recorded in the backend as those distinctions are essential on some specific invoicing methods (see below). When the smartphone is online, the backend is informed immediately of the activation; but if the activation happens when offline, the backend must be informed as soon as the Smartphone is back online.

Reports shall reflect both actions and tie/aggregate all the available information about those boarding, from the Smartphone application and any fare validators involved.

All validation terminals should provide geo-location information (line, direction, vehicle, GPS, etc.) and the mobile ticketing application should also use the smartphone GPS information when authorized by the customer.

All pertinent information should be available to the web portal and fare media help desk personnel, to help with claims and requests.

1) Visual Validation

When customer activates the fare before boarding and no validation terminal is available, they will show the screen display to the driver or Fare Inspector.

The fare displayed should include enough configurable security features (e.g., shapes, moving patterns, pictures, labels, daily codes, colors, etc.) to prevent any fraudulent fare. Those security features should be configurable to be changed periodically by METRO, for each individual fare types.

The initial information and labels displayed on a fare (activated, not activated, expired, etc.) will be approved by METRO during the Design phase.

2) Terminal Validation

NOTE: METRO does not currently have this functionality but intends to in the future.

If the vehicle or the rail platform has a validation terminal compatible with mobile ticketing, the customer is required to present the smartphone to the terminal for validation. Validation shall be handled by NFC protocol or by reading the barcode. The mobile solution must work with current and future validator hardware.

In the case of a barcode reader, the application barcode must be integrated in the main activated fare screen presented or be available immediately by a swipe or button (e.g., flip/flop between two (2) screens: one (1) with the visual activated fare, one (1) with the barcode). The position and screens of the barcode can differ by Smartphone type or size but should be as homogeneous as possible for similar phones.

The validation process should not take more than 800ms and the terminal should inform the backend of the validated fare (to record an offline fare as activated) as soon as the terminal is online.

The validator needs to provide distinctive visual and audio information about the validation success or refusal, and relevant information about the fare used. In attended vehicles, the driver must receive similar information about the validation, to refuse boarding for any invalid fare.

In case of refusal, the validator must display sufficient explanations about why the fare was rejected (expired, not activated, insufficient amount, forbidden on the line/network, etc.), to help the customer understand the issue.

If the same fare is represented immediately in front of the reader, the same message is displayed again, without any validation process (to provide customers time to read the result).

After five (5) seconds, if the same fare is presented again, the anti-passback feature is activated and rejects any further validation of that fare. The anti-passback message must be explicit.

The messages displayed during the validation process (success and failure) must be approved by METRO during the design phase.

3) *Fare Inspection*

NOTE: METRO does not currently have this functionality but intends to in the future.

The Contractor should provide an API (allowing to read the barcode, to check the fare and to communicate to the Contractor backend) compatible with the Nautiz e-Ticket Pro II Inspection terminal, currently used by METRO for inspection, and be prepared to modify code for equipment to be purchased in the future.

Inspection must take into account the location and vehicle information, to verify that the fare is valid for the location where the inspection occurs:

- On buses with Validator, the API must check that the fare was valid to board this vehicle
- On vehicles without Validator, the API must check that the fare was activated and is valid for the location

To deter customers from activating their fare only when they observe Fare Inspectors, the first two (2) minutes of a first activation should contain specific patterns/colors that will inform the fare Inspector that the fare was just activated. Note: date/time are not necessarily the best indicators.

The inspection terminal should be able to detect the fare type and fare status (activate or not) during the scan, without having to communicate with the backend.

The inspection terminal should be able to work offline, in a degraded mode. It should also allow the Fare Inspector to display all the information, from the backend about that fare.

If the fare is not activated in the backend, the inspection terminal will immediately inform the backend to activate it.

The inspection process should not take more than 800ms before informing the Fare Inspector about the validity of the fare.

4) *3rd Party Contractor Validation*

NOTE: METRO does not currently have this functionality but intends to in the future.

METRO requires a portable validator application, using a widely used and off-the-shelf smartphone platform like the Android (4.4 or above) that will capture fares for mini fleets and contracted cab drivers. These will be used for METROLift personal custom services or for special event shuttles.

The portable validator terminal and application will work similarly to a bus validator, except that all the location and fare information will be selected manually (as there will be no CAD/AVL capability).

For METROLift services, the application also requires the following:

- The driver is required to tap-out (Perform) the end of the METROLift service (storing GPS information for both customer validation and driver tap-out, confirming the service and updating the trip record in the reservation system)
- The GPS must be active on the driver's smartphone
- The validation must confirm the person boarding is a METROLift passenger

b. Full Fare Customer

A typical METRO customer will purchase full fare tickets. They must be able to use the fares described in the Scope document by simply downloading the mobile ticketing application from the appropriate app store, setting it up, and enabling them to purchase and use the normal fares.

Contractor must prove the application set-up and use is simple enough for a non-tech-savvy person to understand and use immediately, without any learning curve.

c. Discounted Customer

Discounted customers have to be authorized to access to a specific subset of fares, either restricted (METROLift, TMC, etc.) or discounted (senior, student, etc.). Discounted customers must be granted this authorization through an administrator function.

As soon as METRO or a partner grants rights to a customer, the customer will have their application updated to reflect the changes. There should be no delay before the customer can use their new benefits.

If the customer purchased other fares, he/she can still use them, but the list of fares should prioritize the discounted and restricted fares for first use.

After the eligibility expires, the customer can use any previously purchased fare, but will be unable to buy any new fare under the expired eligibility. The backend will send notifications to remind customers about expiring eligibility and their need to renew it.

d. 70+ Customer

After reaching the age of 70, residents are entitled to free fares. They are required to renew the eligibility by presenting proof of residence every three (3) years.

METRO will process these customers with a mobile ticket as follows:

- Every three (3) years, the customer provides METRO with the proof of eligibility
- METRO grants three (3) additional years for the Rider Category "70+"
- METRO loads a three (3) year contract providing unlimited rides to the customer
- The customer must activate the fare before boarding, for statistical data capture
- The customer can purchase additional full fare tickets as needed

* Contractor must explain how the Contractor price model will bill METRO for that customer and/or its usage, as there is no money involved.

e. Ride Sponsor

Ride sponsors are partners who manage a subset of customers, namely employees, on a Contractor-supplied web portal. They directly provide transit benefits (part or full) on a monthly basis.

Ride sponsors manage their employees in groups, depending of the level of subsidy provided, then once a month, execute a mass-reload of those groups, each with a different amount of benefit (or fare type).

METRO requires the ride sponsor programs to work as follows:

- METRO creates a ride sponsor partner, selects the "at-sale" billing option, to bill them for the period where the fare is distributed
- METRO allows the ride sponsor to run sales and activation reports on the fares distributed (both full fare and discounted)
- The ride sponsor can connect to the partner Web Portal to manage all the functions below:
 - o The ride sponsor can create lists of employees, aggregated in groups
 - o Discounted employees (granted by METRO, usually for seniors and students) should be placed in their own groups, to receive different amounts/fares
 - o The ride sponsor can execute a mass-distribution of a fare (currently stored value with a specific amount) for all the employees in a group; this can be repeated as many times as there are groups
 - o The ride sponsor should not be able to send discounted fare to a full fare employee, or vice-versa
 - o The ride sponsor should not be able to run the same batch multiple times in the same month (to limit errors)
 - o The ride sponsor can also decide to execute a single order on a specific employee, at any time, as long as there is not already a pending order for that employee
- For each employee not having the mobile ticketing application installed, an email is sent to invite the employee to the ride sponsor program
- The ride sponsor can also set an automatic distribution, several times a month, reloading a specific amount, triggered by a low remaining amount condition
- The ride sponsor can run reports on the previous and current billing cycles
- The ride sponsor can run reports on the usage of the fares distributed and their current status
- The employee can use the fares distributed but cannot buy additional (transit benefit) fares; the employee must buy general public fares (full or discounted fare, depending on rider category rights)

f. Social Service Agencies

Social service agencies are similar to a retailer, able to distribute fares (at a discount) to their customers

METRO intends for the social service agencies programs to work as a retailer:

- METRO creates a social services retailer, selecting a list of fares, with the "Pre-paid" billing option and a discount price for each. METRO bills them immediately for the discounted amount ordered.

- METRO grants the partner to order an inventory of fares in bulk from METRO and resell those fares to their customers
- METRO can push an inventory to the partner when the partner comes to the RideStore and pays for the fares
- The partner can connect to the partner web portal to manage all the functions below:
 - o The partner can buy an inventory and must pay immediately, via bank card, Paypal or Google Wallet
 - o The partner can distribute those fares, one-by-one or in a batch, to their customers, as long as the partner has fares in inventory
 - o When or before the inventory is depleted, the partner can order another bulk of fares, instantly delivered after payment
- The partner can run reports on the orders and inventory
- The partner can run reports on the usage of the fares distributed
- The partner is limited to the list of fares that METRO authorized the partner to order, and cannot distribute any fare that does not come from the inventory ordered from METRO
- The customer can use the fares distributed but cannot buy additional partner fares. The customer must buy general public fares (full fare or discounted, depending on rider category rights)

g. Texas Medical Center

The Texas Medical Center program is similar to a ride sponsor program with a pass but limited to a small zone in Houston as long as the employee is renewed in the program, the employee can ride, without limit, the train and buses around the Texas Medical Center area.

There is only one (1) unlimited level of benefit provided under this program, but only in a small subpart of the network.

This is an example of the "Pay As You Go" scenario:

- METRO creates a TMC partner, selects the "Pay As You Go" billing option, to bill them for the period where those fares are distributed and activated on the employee's Smartphone
- METRO grants the ride sponsor to run sales and activation reports on the fares distributed
- The TMC partner can connect to the partner web portal to manage all the functions below:
 - o The TMC partner can create a list of employees
 - o The TMC partner can execute a mass-distribution of a fare (currently a monthly pass of no value) for all
 - o The TMC partner should not be able to run the same batch multiple times in the same month (to limit errors)
 - o The TMC partner can also decide to execute a single order on a specific employee, at any time, as long as there is not already a pending order for that employee
- For each employee not having the mobile ticketing application installed, an email is sent to invite the employee to the TMC program
- The TMC partner is not billed for this time period, as long as the fare is not used on the employee's Smartphone
- The TMC partner can also set an automatic distribution, once a month, to distribute the fare to all long-term employees listed in the program
- The TMC partner can run reports on the previous and current billing cycles
- The TMC partner can run reports on the usage of the fares distributed
- The TMC fare cannot be distributed by anyone but by the TMC partners, so no customer can get the TMC fare anywhere else
- The customer can use the fares distributed but cannot buy any additional TMC fare; the customer can only buy general public fares (full fare or discounted, depending on rider category rights) to travel outside the TMC zone
- TMC fares are only valid within the TMC zone (three (3) bus lines and five (5) rail stations)

This TMC program is very similar to the ride sponsor program, except there is no money involved in the process. The Contractor needs to explain how the Contractor Price Model will charge METRO for those customer transactions.

Two (2) potential Vendor solutions for our TMC partners:

- The partner provides a TMC Pass to their employees, or
- The Partner provides a "TMC Employee" rider category that allows the employee to obtain a free monthly TMC Pass

In either case the TMC Partner must be able to run reports on the usage and billing of its program.

h. Secondary Schools

There are several programs allowing children and teenagers to travel at a discounted price on the METRO network. The targeted customers are students who cannot always use the school bus system.

METRO has to delegate the authority of declaring those customers as student riders to secondary schools.

The following are the two (2) scenarios:

- Students can purchase their own student fares. When a student buys a fare, the student must pay as any other customer through the mobile ticketing application
- The schools must be able to buy student fares for their students. When a school buys a fare for the student, the school is invoiced

METRO requires the Secondary School program to work as follows:

- METRO creates a school partner, selects the "At-Sale" billing option, to bill them for the period where those fares are distributed
- METRO grants the school partner to provide rider category "Student"
- METRO grants the school partner to run sales and activation reports on the student fares distributed
- The school partner can connect to the partner web portal to manage all the functions below:
 - o The school partner can grant or revoke the "Student" rider category to customers, either one-by-one or in a batch
 - o The school partner can execute a mass-distribution of a discounted fare (currently stored value with a specific amount) for students, either one-by-one or in a batch
 - o The school partner should not be able to run the same batch multiple times in the same month (to limit errors)
 - o The school partner can also decide to execute a single order on a specific student, at any time, as long as there is not a pending order for the student
- For each student not having the mobile ticketing application installed, an email is sent to invite the student to the school partner program
- The school partner can also set an automatic distribution, several times a month, reloading a specific amount, triggered by a low remaining amount condition
- The school partner can run reports on the previous and current billing cycles
- The school partner can run reports on the usage of the fares distributed and their current status
- The school partner cannot deactivate or transfer fares, like the METRO fare media help desk
- The student can use the fares distributed and can buy any additional Student fare, to complement their needs, at their own cost

The school program is similar to the ride sponsor program, except that schools can manage the student discounted status to their customers.

i. Universities and Other Post-Secondary Schools

Universities are a hybrid of ride sponsors and schools programs. They are a ride sponsor for their employees, providing transit benefits to them, while being a front-end to their students, providing student discounted status and fares.

METRO will allow universities to declare their customers as student riders. Students will have immediate access to purchase and validate discounted fares on their phones.

METRO will allow some universities to act as retailers for discounted fares. Some universities integrate a semester pass in the registration fees, to promote the use of public transportation and the new railways serving the various campuses. Those universities will be able to sell those student fares to their customers.

The following are the three (3) scenarios:

- The university must be able to buy employee fares for their employees. When a university buys a fare for their employees, the University is invoiced
- The university must be able to buy student fares for their students. When a university buys a fare for the student, the University is invoiced
- Students can purchase and must pay for their own student fares

The University programs will work as follows:

- METRO creates a university partner, selects the "At-Sale" billing option, to bill them for the period where those fares distributed hit the employees' and students' smartphones
- METRO grants the university partner to provide rider category "Student" to their students
- METRO grants the university partner to sell student fares, and run sales/activation reports on the distributed employees' and students' fares
- The university partner can connect to the partner web portal to manage all the functions below (depending on how METRO set up that university)
 - o The university can create lists of employees, aggregated in groups
 - o Discounted employees (granted by METRO, usually for seniors and students) should be placed in their own groups, to receive different fares

- The university can execute a mass-distribution of a fare (currently stored value with a specific amount) for all the employees in a group; this can be repeated as many times as there are groups
- The university should not be able to send discounted fare to a full fare customer, or vice-versa
- The university partner can grant or revoke the "Student" rider category, either one-by-one or in a batch
- The university partner can execute a mass-distribution of a discounted fare (currently stored value with a specific amount) for students, either one-by-one or in a batch
- The university partner should not be able to run the same batch multiple times in the same month (to limit errors)
- The university partner can also decide to execute a single order on a specific student at any time, as long as there is not a pending order for that student
- For each employee not having the mobile ticketing application installed, an email is sent to invite the employee to the university employee program
- For each student not having the mobile ticketing application installed, an email is sent to invite the student to the University Student program
- The university partner is not billed for this time period, as long as the fare does not reach the employee or student smartphone
- The university partner can also set an automatic distribution, several times a month, reloading a specific amount, triggered by a low remaining amount condition
- The university partner can run reports on the previous and current billing cycles
- The university partner can run reports on the usage of the fares distributed and their current status
- The university partner cannot deactivate or transfer fares, like the METRO fare media help desk
- The student can use the fares distributed and can buy any additional Student fare, to complement their needs, at their own cost
- The employee can use the fares distributed but cannot buy additional (transit benefit) fares: the employee must buy general public fares (full fare or discounted, depending on rider category rights)

Such delegation to universities will provide students with instant access to discounted fares during registration.

An alternate solution could be as follows:

- Separate the ride sponsor program to provide transit benefit fares for the university employees
- Separate the school program to manage student rider categories and sale of student fares

The mobile solution must include an integrated solution, for billing, management and invoicing purposes.

j. METROLift

METROLift is the METRO Paratransit solution, managed by a call-in and web-enabled schedule that directs a fleet of mini-buses and cab associates, servicing personal rides for disabled and elderly customers, approved in the program.

A customer who wants to register for METROLift services must visit METRO's ride store and provide a proof of eligibility. From there, that customer can call in to register their mobile ticketing application to get access to METROLift fares on their smartphone, without requiring additional proof of eligibility.

The METROLift mobile ticketing application should have links to the METROLift reservation call center, in addition to the usual METRO fare media help desk information.

METROLift customers have access to discounted fares for the METROLift Service, only usable on the bus mini-fleet and the contract cab services.

k. Cash Management

The mobile application will provide the ability for METRO customers to pay for mobile tickets with cash at participating retail locations using the mobile ticketing application. Customers should be able to add fare media products and/or stored value to their mobile wallet, and choose a "Pay with cash at retail" function during the checkout processes. Then customers would be able to choose a participating retail store, display and scan a bar code recognized by the existing retail point of sale network, and pay the retail clerk for the selected media with cash. An electronic receipt would be provided, and the purchased media would be immediately available for activation and use.

Information about cash customers at retail (including where and when payments were made) would be available and provided as part of reporting.

The mobile ticketing provider must partner with a retailer network that provides cash purchases of METRO's fare media via the mobile ticketing application.

l. METRO Fare Incentives

The Contractor must provide information about promotions and incentives that can be set-up to emulate, as best as possible, the following fare structure incentives:

1) *Local Day Pass*

Some Local METRO riders may choose a dedicated local daily period pass. The following are the Day Pass rules:

- **Network Restrictions:** it can only be used on Local Buses and Rail services; it is rejected on all other networks
- **Duration:** it is valid for the day of first use, until network closing (2AM)

2) *Stored Value*

Most METRO fares are based on stored value contracts (i.e., a purse) deducting amounts during each boarding. The following are the Stored Value rules:

- **Boarding Price:** bus lines and rail are part of five (5) networks (Local + Park & Ride Zones 1 to 4), determining the price to pay for the ride; discounted riders pay a lower price from the full fare riders, for the same network service
- **Step-Up for Transfers:** during three (3) hours from the first boarding, customers can ride other buses, travelling in any direction, for free, unless they transfer to a higher zone fare (in which case they pay a step-up fare equal to the difference between the cost for that zone and what has been paid since the first boarding)
- **Rules for step up:** a customer must have a lower fare ticket activated. Customers may purchase a higher zoned ride and pay the difference between the two (2) fares. The purchased ticket becomes automatically validated. Duration is three (3) hours from first activation.
- **Incentives and Loyalty Programs:** The system should have configurable parameters to set up customer incentives and loyalty programs. Under stored value, the system shall initially be configured to grant five (5) free trips for every fifty paid rides; the next five (5) rides are free (whatever the cost); one (1) ride is defined by a first boarding and as many valid transfers that can follow, in the three (3) hour window

2 EXHIBIT B CONTRACTOR'S RELEASE

Pursuant to the terms of METRO Contract No. _____, as amended, and in consideration of the sum of _____ Dollars (\$_____), which has been or is to be paid under said Contract to _____ (hereinafter called the Contractor) or its assignees, if any, the Contractor for itself and its subcontractors, upon payment of the said sum by the Metropolitan Transit Authority (hereinafter called METRO), does release and discharge METRO, its officers, agents, and employees, of and from all liabilities, obligations, claims and demand whatsoever under or arising from the said Contract, except specified claims as follows:

(IF NONE, SO STATE)_____

IN WITNESS WHEREOF, this release has been executed this ____ day of _____, 20__.

By: _____
(Signature of Company Official)

CERTIFICATE

I, _____, certify that I am _____ (title) of the firm named as the Contractor in the foregoing release; that _____, (name) who signed said release on behalf of the Contractor and its subcontractors, was the _____ (title) of said firm; that said release was duly signed for on behalf of said firm and is within the scope of its powers as so constituted.

By: _____
(Signature of Certifying Person)

(If a Corporation, affix the Corporate Seal)

3 EXHIBIT C CERTIFICATION OF RESTRICTIONS ON LOBBYING

undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions. After a Contract is awarded by METRO, If applicable, the undersigned is also required to submit to METRO's Contracting Officer a signed copy of the Form-LLL, 'Disclosure Form to Report Lobbying,' for all sub-awards at all tiers in excess of \$100,000.00.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Once a Contract is awarded by METRO, the undersigned is also required to submit to METRO's Contracting Officer a signed copy of the certificate for all sub-contracts at all tiers in excess of \$100,000.00.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 29th day of March, 2018

Company Name: Bytemark, Inc.

By: 

(Signature of Company Official)

CEO & President

(Title of Company Official)

4 EXHIBIT D DEBARMENT AND SUSPENSION FORM

The undersigned certifies, by submission of this certification, that neither the bidder's/contractor's company 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.

If the company is unable to certify to any of the statements in this certification, the company shall attach an explanation to this certification.

I hereby certify that I am authorized to execute this certification on behalf of the company and certify the truthfulness and accuracy of the contents herein or attached hereto to the best of my belief. The company does/does not (strike one) have in-house legal counsel.

Company Name: Bytemark, Inc.
By:  3/29/2018
Signature of Company Official Date
CEO & President
Title of Company Official

The following shall also be completed if the Company has in-house legal counsel:

The undersigned legal counsel for _____ hereby certifies that _____ has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Company's Attorney Date

5 EXHIBIT E DISPUTES RESOLUTION PROCESS

- A. Any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement will be decided by the Contracting Officer, who will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer will be final unless, within ten (10) calendar days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal of the final decision.
- B. Upon receipt of written appeal, an arbitrator mutually acceptable to METRO and the Contractor shall be selected. Unless otherwise agreed by the parties, arbitrators shall be selected through the American Arbitration Association. Unless otherwise agreed by the parties, the arbitrator shall schedule a hearing within ten (10) days of his/her selection. The hearing shall be informal but either party has the right to be represented by counsel if it so desires. No post hearing brief shall be filed or transcripts made. Either party may file a written statement of position at the hearing. There shall be no formal rules of evidence. The hearing shall normally be completed within one (1) day. The arbitrator shall render a written recommendation within three (3) working days after the conclusion of the hearing. By mutual agreement of the parties, the time for rendering a decision may be extended for an additional two (2) working days. The recommendation of the arbitrator shall be based on the record before the arbitrator and should include a brief written explanation of the basis for the recommendation. The written findings of the arbitrator shall be submitted to the President & Chief Executive Officer who shall make the final decision on the dispute. Costs of the arbitration, including transportation, travel, lodging and any other directly related charges by the arbitrator or the American Arbitration Association, shall be shared equally by METRO and the Contractor.
- C. The decision of the President & Chief Executive Officer will be final and conclusive with respect to the Contractor's administrative remedies under this 'Disputes' Article. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's decision. This 'Disputes' Article does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Contract, however, shall be construed as making final the decision of any administrative official, representative, or committee on a question of law.

In the event the successful bidder fails to select a method of disputes resolution, as provided for above, any subsequent Contract will incorporate the 'Disputes Appeal Committee' process for disputes resolution.

6 EXHIBIT F CODE OF ETHICS OF THE METROPOLITAN TRANSIT AUTHORITY

Please refer to the current versions of METRO's Codes of Ethics for METRO Employees and for the METRO Board of Directors at <http://www.ridemetro.org/Pages/ConflictsDisclosure.aspx>

7 EXHIBIT G SMALL BUSINESS FORMS

Form 1 CONTRACTOR UTILIZATION PLAN FORM

INSTRUCTIONS TO COMPLETING CONTRACTOR UTILIZATION PLAN FORM

- The Contractor Utilization Plan outlines the proposer's/bidder's team. All team members must be listed on the form regardless of certification status. Make additional copies of the form if needed to include all team members.
- Information to be provided:
 - Name, contact information and tax identification number of prime, subcontractors and suppliers
 - Description of work to be performed by prime, subcontractors, and products to be provided by the suppliers
 - Certification status of prime, subcontractor and suppliers.
 - Percentage of the contract the prime and each subcontractor and supplier will perform. Total should equal 100%
 - **Price is only included for Invitations for Bid and on the final team plans for Requests for Qualifications or Proposals.**
- Section 1 – Prime Contractor – this Section is for the proposer's/bidder's information.
 - Contact and tax identification information
 - Type of work the prime will perform
 - The certification status of the prime
 - Percentage of the contract the prime will perform
 - The dollar values of the contract for work performed by the prime (see Information note regarding price information)
- Section 2 – Subcontractors – this Section is for all subcontractors' information regardless of SBE/DBE certification status.
 - Contact and tax identification information
 - Type of work the subcontractor will perform
 - The certification status of the subcontractor. **Proof of Certifications must be attached to the form. Confirm acceptable certification in solicitation documents or on METRO website www.ridemetro.org/ - Small Business**
 - Percentage of the contract the subcontractor will perform
 - The dollar values of the contract for work performed by the subcontractor (see Information note regarding price information)
- Section 3 – Suppliers – Manufacturers – this Section is for all supply manufacturer information.
 - Contact and tax identification information
 - Type of product the manufacturer will provide
 - The certification status of the manufacturer. **Proof of Certifications must be attached to the form. Confirm acceptable certification in solicitation documents or on METRO website www.ridemetro.org/ - Small Business**
 - Percentage of the contract the manufacturer will provide – products provided by the manufacturer are counted at 100%
 - The dollar values of the contract for work performed by the manufacturer (see Information note regarding price information)
- Section 4 – Suppliers – Dealers – this Section is for all supply dealer information.
 - Contact and tax identification information
 - Type of product the dealer will provide
 - The certification status of the dealer. **Proof of Certifications must be attached to the form. Confirm acceptable certification in solicitation documents or on METRO website www.ridemetro.org/ - Small Business**
 - Percentage of the contract the dealer will provide – products provided by the dealer are counted at 60%
 - List percentage of effort at 100%
 - List percentage of effort at 60% - this is the amount that will be counted towards the Small Business Goal if provided by a METRO-certified Small Business or TUCP-certified Disadvantaged Business dealer
 - The dollar values of the contract for work performed by the Dealer (see Information note regarding price information)

Bidder/Proposer presents the following participants in this solicitation and any resulting contract.

Section 1 – PRIME CONTRACTOR		Type of Work to be Performed or Materials Supplied	Indicate if SBE/DBE Y/N		Percent of contract Effort	Price (IFB ONLY)
			SBE	DBE		
Name of Business Tax ID No. Business Address Telephone No. Fax No. Contact Person Email Address	 					
Section 2 – SUBCONTRACTORS		Type of Work to be Performed or Materials Supplied	Indicate if SBE/DBE Y/N		Percent of contract Effort	Price (IFB ONLY)
Name of Business Tax ID No. Business Address Telephone No. Fax No. Contact Person Email Address	 					
Name of Business Tax ID No. Business Address Telephone No. Fax No. Contact Person Email Address	 					

Bidder/Proposer presents the following participants in this solicitation and any resulting contract.

Section 3 – SUPPLIERS – MANUFACTURERS 100%		Counts for 100% toward small business goal when purchased from small business manufacturer (see Instructions to Bidders/Proposers).				
		Type of Work to be Performed or Materials Supplied		Indicate if SBE/DBE Y/N		Price (IFB ONLY)
Name of Business				SBE	DBE	
Tax ID No.						
Business Address						
Telephone No.						
Fax No.						
Contact Person						
Email Address						
Name of Business						
Tax ID No.						
Business Address						
Telephone No.						
Fax No.						
Contact Person						
Email Address						
Name of Business						
Tax ID No.						
Business Address						
Telephone No.						
Fax No.						
Contact Person						
Email Address						

Bidder/Proposer presents the following participants in this solicitation and any resulting contract.

Section 4 – SUPPLIERS – DEALERS 60%		Counts for 60% toward small business goal when purchased from small business regular dealer (see Instructions to Bidders/Proposers).					
		Type of Work to be Performed or Materials Supplied	Indicate if SBE/DBE Y/N		Percent of contract Effort		Price (IFB ONLY)
			SBE	DBE	% of Effort	At 60%	
Name of Business Tax ID No. Business Address Telephone No. Fax No. Contact Person Email Address	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>						
Name of Business Tax ID No. Business Address Telephone No. Fax No. Contact Person Email Address	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>						

TOTAL AMOUNT OF BID/PROPOSAL SBE/DBE Participation

PRIME: \$ _____ %
SUBCONTRACTOR(S): \$ _____ %
SUPPLIER(S) MANUFACTURERS: \$ _____ %
SUPPLIERS(S) DEALERS: \$ _____ %
TOTAL BID/PROPOSAL AMOUNT: \$ _____ %

The Contractor agrees to adhere to this Plan submitted unless a waiver is received from the Office of Small Business. Any changes in the Plan regarding the proposed use of certified subcontractors in discharging the contract duties must be approved by the Office of Small Business. The approval of the Office of Small Business will not be unreasonably withheld upon a showing of good cause to make the change.

Submitted By: _____ Signature of Owner/Officer of Business (Date)
Address: _____ Business Name: _____
Telephone/Email: _____

Form 2 BUSINESS ASSURANCE STATEMENT

The undersigned certifies that he/she has read, understands and agrees to be bound by the small business provisions set forth in this Solicitation. The undersigned further certifies that he/she is legally authorized by the bidder/contractor to make the statements and representations in this solicitation and that said statements and representations are true and accurate to the best of his/her knowledge and belief. The undersigned agrees to attain the small business utilization percentages of the total offer amount as set forth below:

Small Business contract Goal Commitment = ____% - must match commitment on the Contractor Utilization Plan form

The undersigned will enter into formal agreement(s) for work to be identified on the 'Contractor Utilization Plan Form' form conditioned upon execution of a contract with METRO and agrees to include the two assurance statements below in all subcontracts.

Copies of the subcontract agreements will be submitted to the Contracting Officer within fifteen 15 days of contract award and within fifteen 15 days of the addition of new subcontractors to the Contractor Utilization Plan.

The undersigned certifies that the firm shown below has not discriminated against any subcontractors because of race, color, religion, sex, age, disability or ethnic or national origin, but has provided full and equal opportunity to all potential subcontractors irrespective of race, color, religion, sex, age, disability, or ethnic or national origin.

The undersigned understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions, objectives, goals, and commitments set forth herein without prior approval of METRO's President & Chief Executive Officer or duly authorized representative, the bidder/contractor will be subject to the loss of any Contractor, the termination thereof resulting from this bid, and could be ineligible for future METRO contract awards.

Signature: _____

Title: _____

Date of Signing: _____

Firm or Corporation: _____

Address: _____

Telephone Number: _____

PLEASE SUBMIT SEPARATE FORMS FOR EACH SUBCONTRACTOR/SUPPLIER

Solicitation No.: _____

Prime _____ Contractor: _____

Small Business Yes ☐ No ☐ Disadvantaged Business: Yes ☐ No ☐

Address: _____

Phone: _____ Fax: _____

Period _____ of _____ Performance: _____

Description of proposed materials or services to be performed under the Contract Utilization Plan:

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Signature of Prime Contractor

Title

Form 4 CONTRACTOR UTILIZATION PLAN PLEDGE

Copies of the Subcontract Agreements will be submitted to the Contracting Officer within fifteen (15) days of Contract award and within fifteen (15) days of the addition of new Subcontractors to the Contractor Utilization Plan and will include the Clauses below:

Pledge of Prompt Payments

I pledge to pay all Subcontractors within five (5) business days after receiving payment from METRO for amounts previously invoiced for work performed or materials furnished under the Contract.

Signature: _____

Title: _____

Date: _____

METRO's Nondiscrimination Mandate

I affirm that _____ (Company name) adheres to METRO's Nondiscrimination Mandate and has not discriminated against any subcontractors in considering subcontracting opportunities based on race, sex, religion or ethnic origin, age or disability.

Signature: _____

Title: _____

Date: _____

(FOR CONSTRUCTION CONTRACTS)

I pledge to release the retainage of all Subcontractors within thirty (30) days after satisfactory completion and approval of work performed. Subcontractors may petition the prime Contractor to make the final payment and may notify METRO of the request. As METRO releases retainage for payment to the Subcontractor, the prime Contractor is required to immediately (within 15 days) pay the Subcontractor. The release of retainage will be made to the Subcontractor regardless of the prime invoicing METRO.

Signature: _____

Title: _____

Date: _____

8 EXHIBIT H SERVICE LEVEL AGREEMENT

Support and Maintenance Agreement

1. **Services.** In accordance with the terms of this Support and Maintenance Agreement (this "SMA"), Contractor will furnish the Software and the services as described in this SMA (the "Services").
2. **Definitions.** The following words shall be defined as set forth herein. Words not defined herein shall have the meanings as otherwise set forth in the Contract Between **Client** ("Client") and Bytemark, Inc. (Bytemark) for Mobile Ticketing Platform of even date herewith (the "Agreement").
 - a. **Application Program Interface (API)** is defined as a set of tools and protocols providing for communication and exchanging data between Bytemark and third party systems.
 - b. **Back Office** is defined as an Internet-accessible site for administration and reporting features available to the Client User. The Back Office is hosted by Contractor on one or more cloud-hosted servers.
 - c. **Client** is defined as METRO.
 - d. **Client User** is defined as any staff member of Client who accesses the Back Office or a Client User App in order to perform his or her job responsibilities.
 - e. **Client User Apps** is defined as Contractor-developed mobile apps for Client Users such as a fare inspection app to identify if a ticket is valid. Client User Apps may be referred to by their functional name such as the 'Fare Inspection App'.
 - f. **Contractor** is defined as Bytemark, Inc.
 - g. **Contractor Network Monitoring** is defined as a software solution that monitors network infrastructure and Internet connection for errors, intrusion detection and packet loss.
 - h. **Contractor System Backup Monitoring** is defined as a software solution which monitors for the successful creation of system and software backups on a schedule.
 - i. **Critical Updates** is defined as updates to the Services or Services' infrastructure that are required to patch known security vulnerabilities or Software bugs.
 - j. **Downtime** is defined as an occurrence in which the Services are not performing at Basic Functionality.
 - k. **End User** is defined as anyone that accesses Contractor-provided services through a web browser or mobile app (e.g., a customer of Client that is accessing Client services through a mobile app or web portal). End Users may be referred to as Customers or Passengers.
 - l. **End User Apps** is defined as Contractor-developed mobile apps for End Users to access or use Client's services. End User Apps may be branded for the Client's services and be referred to as such. The primary function of the End User App is to facilitate the purchase and use of fare media for Client's services. Additional functionality may be defined in Appendix A.
 - m. **End User Web Portal** is defined as a End User accessible website for managing End User account including account details, payment methods, and purchasing of fare media to be send to the End User Apps.
 - n. **External Interface** is defined as a third party's software that communicates to the Services.
 - o. **Health Monitoring** is defined as a service provided by Contractor whereby Contractor software monitors the Services' infrastructure logs for potential issues (e.g., a hard drive's available disk space).
 - p. **Help Desk** is defined as a component of Client's customer service center focused on End User support and may include phone, email, and online support directly for End Users for issues and questions with use of Software. The Help Desk is typically regarded as the initial support level responsible for basic customer issues and troubleshooting before being escalated to the Service Desk.
 - q. **Jailbreaking** is defined as the process of removing software restrictions imposed by a hardware or software manufacturer.
 - r. **Monthly Uptime Percentage** is defined as the total number of minutes in the calendar month minus the number of minutes of Downtime suffered from all Downtime periods in the calendar month, divided by the total number of minutes in the calendar month.
 - s. **Non-Critical Update** is defined as an update to the Services or Services' infrastructure which is recommended to patch a software bug which may or may not affect a small number of users or systems.
 - t. **Network Operations Center (NOC)** is defined as the remote monitoring by Contractor of the Software.
 - u. **Outage** is defined as the unavailability of the Basic Functionalities and shall include the unavailability of the website for customer service, management, finance staff, the inability for End Users to establish an account and purchase mobile tickets, or the inability of customers to redeem mobile tickets.
 - v. **Patch Management** is defined as the process of managing recommended critical and non-critical updates while minimizing the effect to the Services.
 - w. **Service Desk** is defined as the Contractor single primary point of contact for all issues and questions from Client. All issues are automatically logged and tracked by the Service Desk. Unresolved or ongoing issues are automatically escalated within the Service Desk to the appropriate resources and management. The Service Desk is available to Client according to the coverage schedule outlined in this SMA.
 - x. **Software** is defined as the collective Contractor-provided solution, which includes, but is not limited to, the Back Office (including the Platform), Client Merchant App, and any other Contractor mobile

- apps for smartphones.
- y. **Trip Planner** is defined as a feature within the End User App providing door-to-door recommended travel directions and options.
 - z. **Updates** is defined as Software modifications to maintain functionality or address bugs.
 - aa. **Upgrades** is defined as Software modifications which introduce new features or functionality.
 - bb. **User Acceptance Testing** is defined as a phase of software development in which the Software is tested by Client Users prior to release to the production environment.
 - cc. **Vulnerabilities** is defined as a weakness in the Software in which an attacker with knowledge and means *may* exploit.
 - dd. **Workaround** is defined as a solution to remedy an issue in order that the Software can perform Basic Functionality.
3. **Support Services.** Contractor shall furnish (i) the supported systems and services as set forth in Appendix A and (ii) all of the following support services in connection with the Agreement (the "**Support Services**"):
 - a. End User Support
 - 1) End Users shall be directed to Client Help Desk for first level customer support. If the issue is found to be a technical issue related to the Software, the Client customer service representative should open a ticket by emailing: support@bytemark.co and, if necessary, Contractor shall engage with the End User directly.
 - 2) End User Support shall include verifying Trip Planner is functioning and information provided to the End User is accurate.
 - b. Client User App Support
 - 1) Client User support shall be provided as necessary via phone, email or web to the extent of troubleshooting the Client User App.
 - 2) Tablet operating systems and hardware support are not covered and should be directed to the manufacturer of the mobile device.
 - c. Client User Support
 - 1) Client User support shall be provided to the extent of troubleshooting functionality related to the Software.
 - 2) Client Users shall direct all support requests to support@bytemark.co. Such requests shall be resolved based on their priority level as defined below.
 - 3) Issues related to host hardware and operating systems is not covered and should be directed to Client's internal IT resources.
4. **System Maintenance Services.**
 - a. Maintenance Generally Maintenance will be routinely completed as needed for all hosted systems and infrastructure.
 - b. Updates
 - 1) Critical Updates to hosted systems shall be performed by Contractor as soon as possible, but not later than 48 hours after Contractor is notified of an issue.
 - 2) Non-Critical Updates will be performed on a pre-determined schedule to minimize impact to production environment.
 - 3) Health Monitoring shall be provided, including 24/7 systems monitoring of Contractor servers and network for status, errors and performance issues.
 - 4) Patch Management shall be provided, including critical security patch updates for Contractor server operating systems applied and managed, including scheduled server restarts.
 - 5) Contractor System Backup Monitoring shall be provided, including backup jobs monitored for errors or problems.
 - 6) Contractor Network Monitoring shall be provided, including router and firewall and Internet connection monitoring.
 - c. Basic Functionality
 - 1) Contractor shall use all reasonable commercial efforts, being no less than accepted industrial standards in this regard, to ensure that the Software and Services described herein are available to Client 99.99% of the time, 24 hours per day, seven days per week, 365 days per year ("Basic Functionality"). Basic Functionality shall include:
 - i. The ability for an End User to use mobile and desktop websites to establish an account and purchase mobile tickets for use on Client's transit system.
 - ii. The ability for an End User to redeem a mobile ticket for use on Client's transit system.
 - iii. The ability for a Client User to access a website and manage products and access the Back Office.

- iv. The ability for a Client User to access a website and access End User records for the purpose of providing customer service.
 - v. The ability for Client management and finance staff to access and generate reports.
- d. **Service Level Objective ("SLO"):** Contractor shall remedy any issues affecting Basic Functionality in accordance with the following guidelines:

Severity Level	Target Response Time	Target Workaround Time*	Target Resolution Time*
1 – Blocker	2 Hours	8 hours	24 hours
2 – Major	2 Business Hours	48 hours	Current planned release
3 – Medium	2 Business Days	5 business days	Scheduled as part of next release -
4 – Minor	5 Business Day	N/A	Incorporated into Future Release

Business hours are defined as 9 AM – 6 PM Eastern Time, Monday-Friday, excluding US National Holidays

*Target Workaround Time and Target Resolution Time do not include any third party delays outside the control of Contractor (e.g., iOS App release times are subject to Apple App approval before publishing to the App Store).

Target Response Time	The amount of time in which Bytemark will use commercially reasonable efforts to reproduce or verify a Client's reported issue via the Bytemark Support Portal. Client will make all reasonable efforts in assisting Bytemark with verifying or reproducing the issue.
Target Workaround Time	The amount of time in which Bytemark will use commercially reasonable efforts to provide a Work-around starting from the time when Bytemark is able to successfully reproduce the issue. If a workaround is not available, Bytemark will create a project plan with Client input to minimize impact to business operations.
Target Resolution Time	The amount of time in which Bytemark will use commercially reasonable efforts to provide a final resolution starting from the time when Bytemark was able to successfully reproduce the issue. Availability of functional workaround may result in the reclassification of the issue's severity level.

Severity Level Definitions

Severity Level	Issues Impacting System
1 - Blocker	<ul style="list-style-type: none"> Significant percentage (more than 10%) of End Users cannot use or purchase fare media Issue preventing validation of active fare media
2 - Major	<ul style="list-style-type: none"> End Users cannot create an account or login Financial reporting inaccuracies Client User unable to issue refunds Current Schedule inaccuracies Ability to lookup End Users Gateway Errors - incorrect billing and settlement Prevents End User use of Trip Planner Current Product Issues Prevents Client User from distributing inventory to partner organization
3 - Medium	<ul style="list-style-type: none"> Ticket activation and purchasing issues affecting minority percentage of End Users Impacts normal operation of Trip Planner in End User App or Web Client or End User App settings screen issues Future Schedule Inaccuracies or errors Prevents Client User from creating and managing notifications. Prevents Client User from creating & listing orders Prevents Client User from modifying End User details Prevents Client User from managing and creating Products Prevents Client User from managing and creating Campaigns Prevents Client User from Client User App features Prevents Client User from managing partner organization related features Prevents Client User accessing stock reports Reporting inaccuracies Existing Data Export process fails to execute Device management and monitoring issues Client User Management Impacts Third Party Access of Bytemark Systems
4 - Minor	<ul style="list-style-type: none"> Value add functions are not accessible or result in errors Cosmetic Defects Feature functions, but fails on data variation

5. **Service Credits.** If Contractor does not meet the Service Level Objectives, CLIENT shall be eligible to receive Service credits under the Agreement (the "Service Credits") as follows:
- One week credit: Includes seven (7) days of Services added to the end of the term of the Agreement, at no charge to Client, if the Monthly Uptime Percentage for any calendar month is between 99.9% and 99.0%;
 - Two week credit: Includes fourteen (14) days of Services added to the end of the term of the Agreement, at no charge to Client, if the Monthly Uptime Percentage for any calendar month is between 98.9% and 98.0%;
 - One month credit: Includes thirty (30) days of Services added to the end of the term of the Agreement, at no charge to Client, if the Monthly Uptime Percentage for any calendar month is less than 98.0%.
 - Right to terminate: In the event the Monthly Uptime Percentage for any calendar month is less than 94.0%, Client shall have a right to terminate the Agreement with seven (7) days' written notice to Contractor, or alternatively Client can opt to procure the One month credit outlined above.
 - Client Must Request Service Credit. In order to receive any of the Service Credits described above, Client must notify Contractor within thirty (30) days from the time Client becomes eligible to receive a Service Credit.

6. **Alterations.** If any End User or Client User alters his or her own equipment beyond the manufacturer's or mobile operator's operating system so as to constitute Jailbreaking or any other known or unknown hacking method, such End User or Client User does so at his or her own risk and expense. Contractor shall not be liable for problems or incompatibilities created as a result of any End User or Client User's alterations of equipment and/or the End User or Client User's network or systems.
7. **Exclusions and Limitations to this SMA.**
 - a. **Exclusions.** The following items are excluded under this SMA:
 - 1) **Software:** The following are excluded with respect to the Back Office and Software:
 - i. Feature requests or change orders are not included as part of the SMA; however resulting modifications would be incorporated into this SMA as necessary.
 - ii. Third party integration support or External Interface updates not specified in the Agreement;
 - iii. Report customization; and
 - iv. In-person third-party training.
 - 2) **Third Party Costs:** The following are excluded under the SMA:
 - i. Any Contractor parts, hardware, and software not covered under a Contractor warranty or the Agreement;
 - ii. Any third party parts, hardware and software not covered under the Agreement;
 - iii. Software licenses, subscription, or update fees not already set forth in the Agreement;
 - iv. Manufacturer and vendor support fees;
 - v. Consumable materials, including printer cartridges, paper rolls for receipt printing or removable storage tapes/disks;
 - vi. Shipping and handling costs for any hardware and materials not covered under the Agreement;
 - vii. Legal or insurance costs associated with data breaches or unauthorized access that is outside the Contractor network infrastructure or the Software, except as otherwise provided in the Agreement; and
 - viii. Travel costs outside the New York, NY metropolitan area or travel costs incurred due to a failure to perform by Client.
 - b. **Limitations.**
 - 1) **Patch Limitations:** Software maintenance required to maintain compatibility with future mobile operating systems may require significant changes to the Software known as Upgrades.
 - i. Patch Management does not include Upgrades to support new features released as part of a new mobile operating system or hardware or changes to design or features with the Bytemark Merchant App.
 - ii. Significant changes to the mobile operating system or software development kits may result in incompatibilities with current versions of a Client User App and are not supported under this SMA.
 - 2) **Software Support Limitations:**
 - i. The Back Office is a web-provided service and should not require significant information technology resources on the part of Client. However, access to the Back Office shall be limited to designated Client personnel. Any unauthorized access to the system via Client equipment or locations is not covered under this SMA.
 - ii. Contractor does not provide any service or repair support for Client systems or Client network infrastructure, including but not limited to the following:
 - A. Service and repair of damage or problems caused by neglect, malicious activity, or misuse (including use of the system for purpose other than which it was designed by End Users, Client, its employees or third party contractors);
 - B. Service and repair by vendor/manufacturer made necessary by bugs released by vendors, adverse effects from installing Updates
8. **Payment Card Industry Data Security Standard (PCI DSS) Compliance**
 - a. **PCI Coverage and Compliance.** Contractor is responsible for maintaining PCI Compliance for Contractor Services. The Contractor will host the solution, keeping storage and transmission of card data and other sensitive financial data outside of the scope of the Client's PCI responsibility. If necessary, Contractor and Client will establish a PCI Responsibility Matrix between the two parties.
 - b. **Vulnerabilities.** Per PCI Level 1 rules and schedules, Contractor's systems are routinely scanned by an outside firm for Vulnerabilities. Any Vulnerabilities discovered shall be resolved as mandated by external auditors and notification of any potential data breach shall be communicated directly with Client per PCI DSS compliance requirements.
9. **Client Minimum Standards**
 - a. The Client environment must comply with the following minimum standards related to Back Office access:

- 1) All operating system and Internet browser software shall be within two (2) major releases of the current version, except as expressly specified by Contractor and Client (e.g., if Internet Explorer 11 is the latest release, support will extend back to Internet Explorer 9). A list of current systems that shall be supported under the terms of this SMA is set forth in Appendix A attached hereto.
 - 2) Client will use best practices to protect their wireless network; at a minimum Client should utilize WPA2 or higher encryption on their wireless network.
 - 3) Active antivirus protection software licenses shall be provided for installation on all servers, desktops, and laptops. Antivirus software may not be turned off by End Users except for software installation purposes.
 - 4) Software shall be genuine, licensed, and vendor-supported.
 - 5) Operating Systems and browsers shall be fully updated and patched for all known critical vulnerabilities.
 - 6) All locations for Service and environments shall be in compliance with all applicable local, state, and federal laws.
 - 7) All Client systems shall be administered only by designated Client personnel.
 - 8) All commercially reasonable efforts shall be conducted by Client to reproduce reported errors and to collect information from Users including at a minimum: User contact details and description of issue.
 - 9) Client shall assign one employee to be the primary contact person to Contractor in order to make communications between both parties effective. A list of current Client Users and Contractor Designated Contacts is set forth on Appendix B and Appendix C attached hereto.
10. **Remedies.** For any breach of this SMA, the non-breaching party shall have the remedies available to it in the Agreement (unless otherwise set forth in this SMA).
-

Appendix A – Supported Systems and Services

Below is a list of all current systems that will be supported under the terms of this SMA.

System Name	Name	Type	Notes
End Users Apps	CLIENT APP	iOS and Android Apps	Maintain feature set of app(s) for the last two versions of iOS and Android OS. End User App Features: <ol style="list-style-type: none"> 1. Account Management 2. Ticket Purchasing and Management 3. Maps & Schedules 4. End User Notifications (Once it is launched)
Bytemark Platform APIs	Overture APIs	APIs	Maintain current feature-set and availability of APIs listed at: https://overture-uat.bytemark.co/swagger-ui/#/ See Appendix D for current list. APIs subject to change and may be updated.
Back Office	Bytemark Merchant Back Office (MBO)	Web Portal	Maintain feature set of Back Office for the last two versions of Safari, Firefox, and Chrome, Internet Explorer and Edge browsers.

*Bytemark's SMA and SLA cover these systems to the extent to which they interface with the Bytemark Platform; support including parts and hardware warranty, beyond the Bytemark Platform is covered by the respective vendor's warranty agreements.

Appendix B – Client User Access & Roles

Below is a list of all current users that will be supported under the terms of the Agreement if applicable. Alternatively see attached spreadsheet of Supported Users.

Client Role
Revenue Call Center (Tier 1 support)
Report Writer
Report User
Business & Data Analyst
System Administrator (Tier 2 support)
Configuration Manager
Communication & Social Media
Testers & Beta Users
Inspectors
Partners Administrator
Partner Operator
Regional Administrator
Regional Operators

Appendix C – Bytemark Designated Contacts & Roles

Name	Email	Phone	Role
Alec Lawson	alec@bytemark.co	212-206-8719 x1	Support Manager
Melanie Artale	Melanie@bytemark.co	646-898-6860	Project Manager
Vishal Arora	vishal@bytemark.co	646-285-6900	Development Manager
Nick Ihm	nick@bytemark.co	608-698-3940	CTO
Juan Ortiz	juan@bytemark.co	929-294-5363	Business Development Manager

Appendix D – ByteMark Current APIs

/accepted_card_types		Get Accepted Card Types	
GET	/addresses	Get Addresses	
POST	/addresses	Create An Address	
DELETE	/addresses/{address_uid}	Delete Address	
GET	/addresses/{address_uid}	Read Address	
PUT	/addresses/{address_uid}	Update Address	
GET	/animation_images/{uid}	Get a specific animation image	
GET	/blocks/{identifier}	Read Block	
GET	/cards	Get Cards	
POST	/cards	Create a New Card	
DELETE	/cards/{card_uid}	Delete Card	
POST	/chain	DEPRECATED	
POST	/device_app_installations	Creates a device app installation	
PUT	/device_app_installations/{identifier}	Updates a device app installation	
GET	/devices	Gets the devices owned by this user	
GET	/devices/{device_uid}	Get a specific device	
GET	/events	Gets events for an organization	
POST	/guest_orders	Create A Guest Order	
GET	/notifications	Gets a notification	
GET	/orders	Get Orders	
POST	/orders	Create An Order	
GET	/orders/{order_uid}	Get Specified Order	
POST	/orders/{order_uid}/reorders	Reorder A Specified Order	
GET	/organizations	Get Organizations	
POST	/pass_sets	Lists pass sets	
POST	/pass_use_batches	Creates a pass use batch	
GET	/passes	Gets a user's passes	
GET	/passes/{identifier}	Gets a single pass	

RFP No. _____

Contract No. _____

PUT	/passes/{identifier}/locations/{location}	Move Customer's Pass to Cloud
POST	/passes/{identifier}/uses	Activates a user's pass
POST	/passes/{pass_uid}/resends	Resend customer's Ticket
GET	/payment_methods	Get Payment Methods
POST	/paypal_accounts	Add Paypal Account
DELETE	/paypal_accounts/{braintree_paypal_payment_method_token}	Delete Paypal Account
GET	/paypal_client_token	Get Paypal Client Token
GET	/products	Gets list of products
GET	/products/{product_uid}	Gets a single product
GET	/regions	DEPRECATED
GET	/regions/{region_name}/merchants	DEPRECATED
GET	/shipping_methods	Gets shipping methods for an organization
GET	/tiles	Get Tiles
GET	/user_photos	Get User Photos
POST	/user_photos	Create User Photos
GET	/users/{user_uid}	Get User Specified
GET	/v1.1/events	Gets events by client's organization.
GET	/v2.0/organizations/{organization_uid}/products	Gets list of product variants
GET	/venues	Gets venues for an organization
GET	/venues/{identifier}/destination_venues	List destinations from an origin
GET	/venues/{identifier}/origin_venues	List origins from a destination
GET	/venues/{origin_identifier}/destination_venues/{destination_identifier}/events	List events by origin and destination
GET	/venues/{origin_identifier}/destination_venues/{destination_identifier}/products	List products by origin and destination
GET	/venues/{uid}	Gets a single venue
GET	/venues/{uid}/products	List products by venue
GET	/visual_pass_templates/{visual_pass_template_uid}	Get a specific visual pass template

CONTRACT DISTRIBUTION LIST☒ **CONTRACT NO.:** 7018000268☐ **CONTRACT MODIFICATION NO.:** _____☐ **WORK AUTHORIZATION NO.:** _____☐ **MODIFICATION NO. TO WORK AUTHORIZATION:** _____**PAYMENT:** 15 DAYS ☐ 30 DAYS ☐ **TERMS:**☒ **CONTRACTOR:** BYTEMARK, INC.**CONTRACT DESCRP:** _____☐ **ORIGINAL CONTRACT DOCUMENTS:** Official Contract File, Procurement File Room☐ **CONTRACT ADMINISTRATOR:** ALAN SCANIO☐ **PROJECT MANAGER:** REGGIE BROWN☐ **CONSTRUCTION MANAGEMENT:**
(If applicable) _____☐ **RISK MANAGEMENT** Sr. Risk Management Analyst☐ **GRANTS DEPARTMENT**
(If applicable) Director, Grant Programs☐ **OFFICE OF SMALL BUSINESS** Director, Small Business Compliance☐ **DAVIS-BACON** Program Specialist☐ **PROPERTY MANAGEMENT:**
(If applicable) _____**Distributed By:** FATIMA RUBIO**Date:** 1/16/19

EXHIBIT C

CONTRACT BY AND BETWEEN METROPOLITAN TRANSIT AUTHORITY
AND
IBI GROUP PROFESSIONAL SERVICES (USA) INC.
FOR REGIONAL DATA MANAGEMENT AND TRIP PLANNING

(Follows behind)

**Mission Statement**

"Provide safe, clean, reliable, accessible and friendly public transportation services to our region."

Board of Directors

Carrin F. Patman
Chair

Jim Robinson
First Vice-Chair

Don Elder, Jr.
Second Vice-Chair

Troi Taylor
Secretary

Lisa Castañeda

Lex Frieden

Bob Fry

Terry Morales

Sanjay Ramabhadran
(Ram)

President & Chief Executive Officer

Thomas C. Lambert

August 7, 2020

Ritesh Warade
Director
IBI Group Professional Services (USA) Inc.
455 East Medical Center Blvd, Suite 500
Houston, Texas 77289

**SUBJECT: METRO Contract No. 7020000181
Notice of Contract Award**

Dear Ritesh,

This letter is your written notification of award for METRO Contract No. 7020000181—see attachment. This Contract shall terminate in accordance with the Period of Performance specified in Section III, Article 2, Paragraph A, "Period of Performance" of the Contract, unless otherwise extended or terminated by METRO in accordance with the terms and conditions of the Contract. The Contract value shall not exceed the amounts specified in Section II, Article 3, "Contract Amount, Items and Prices" and Section V, Article 1, Paragraph A, "Compensation" unless changed in writing by an authorized METRO Representative.

Invoices related to this contract must be submitted in accordance with Section V, Article 2, "Invoicing and Payment" of the Contract.

You may now correspond with the METRO Project Manager listed below concerning the project, and I will be available to assist concerning contractual matters.

Randy Frazier
Chief Technology Officer
Email: Randy.Frazier@ridemetro.org
Phone: 713-739-4841

Congratulations on your award, and please contact me if you have any questions concerning this notice or the Contract.

Regards,


LaChandra Wilson
Senior Contract Administration

Enclosure

cc: Randy Frazier, Chief Technology Officer
Philip Brenner, Office of Management & Budget
Otis Johnson and Kamesha Guidry, Office of Small Business
Darrell Dartez, Risk Management
Contract File No. 7020000181

Metropolitan Transit Authority of Harris County, Texas

1900 Main • P.O. Box 61429 • Houston, Texas 77208-1429 • 713-635-4000 • RideMETRO.org

STATE OF TEXAS §

COUNTY OF HARRIS §

METRO Contract No. 7020000181

BY AND BETWEEN

THE METROPOLITAN TRANSIT AUTHORITY
OF HARRIS COUNTY, TEXAS

AND

IBI GROUP PROFESSIONAL SERVICES (USA) INC.
455 EAST MEDICAL CENTER BLVD, SUITE 500
HOUSTON, TX 77289

FOR

REGIONAL DATA MANAGEMENT AND TRIP PLANNING

100% LOCAL FUNDING

Metropolitan Transit Authority of Harris County, Texas
Procurement Division
1900 Main Street, 8th Floor
Houston, Texas 77002
P.O. Box 61429

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SECTION II
FORMS FOR PROPOSING/AWARD

1 PRICING PROPOSAL SUBMISSION PAGE

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY TEXAS

REQUEST FOR PROPOSALS

Requisition No.: 1119002142

RFP No.: 4019000145

Date of RFP: 08/30/2019

Description of Project: Regional Data Management and Trip Planning

In compliance with the above referenced Request for Proposals, the undersigned hereby proposes to furnish all of the resources necessary to complete the above referenced project for the total cost listed in the 'Solicitation/Contract Amount, Items and Prices' Article herein and in accordance with the Contract documents.

Any resulting contract will consist of this form and Sections II through X of the original solicitation.

The undersigned agrees that this offer will remain valid for a period of one hundred twenty (120) calendar days after the date of receipt of proposals.

Upon written acceptance of this offer, executed by METRO and mailed or otherwise furnished within the one hundred twenty (120)-day offer validity period, the Proposer/Contractor will, within fourteen (14) calendar days (unless a longer period is allowed) after receipt of award documents, provide required certification of insurance, bonds and other documentation as may be required.

The resulting Contract sets forth the entire agreement between the parties with respect to the subject matter thereof, and supersedes and replaces all proposals, negotiations, representations, and implied obligations. The obligations, liabilities and remedies set forth herein are exclusive and shall operate as limitations on any action brought in connection with this Contract, including an action in tort. The resulting Contract is binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

PROPOSER NAME AND ADDRESS (Full Name of Firm, Corporation, Partnership, Joint Venturer):

IBI Group Professional Services (USA) Inc.

BUSINESS NAME (Type or print)

455 East Medical Center Blvd, Suite 500

ADDRESS (Type or print)

Houston TX 77289

CITY, STATE, ZIP CODE (Type or print)

BY: (Sign in ink)

Paul Lavallee

NAME (Type or print)

DATE: 9/19/19

FULL NAME OF PARTNERS (Type or Print):

David Thorn, President

Paul Lavallee, David Chow, Yong Kang,
Vice President

Carl-Henry Piel, Secretary

PHONE: () (281) 286-6605 FAX NO: ()

EMAIL: Paul.Lavallee@ibigroup.com

Director, US Sector Lead, Intelligence

TITLE (Type or print)

PHONE: () 206 521 9091

DIRECTIONS FOR SUBMITTING PROPOSALS:

METROPOLITAN TRANSIT AUTHORITY
Procurement Division Plan Room
1900 Main St.
Houston, Texas 77002

Envelopes containing proposals, guarantee, and other proposal documents shall be sealed, marked and addressed as follows:

NOTE: Identify the envelope containing a proposal with title, the project Request for Proposals number, proposal due date, and the proposer's company name and address.

2 OFFER/ACCEPTANCE/AWARD SIGNATURE PAGE**OFFER**

(TO BE COMPLETED AND SIGNED BY PROPOSER/CONTRACTOR
AT THE CONCLUSION OF NEGOTIATIONS OF THE CONTRACT)

SIGNATURE OF PROPOSER/CONTRACTOR:

BY: 
(MUST BE SIGNED BY AUTHORIZED PERSON)
NAME: Ritesh Warade

TITLE: Director

DATE: 08/03/2020


BY: 
(MUST BE SIGNED BY AUTHORIZED PERSON)
NAME: Paul Lavallee

TITLE: Director, US Sector Lead, Intelligence


DATE: 08/03/2020

Note: If Joint Venture, each party shall provide the above information and sign the offer.

ATTEST:

BY: 
NAME: Sam Hickey

TITLE: Associate - Manager, Transit Data

BY: 
NAME: Sam Hickey

TITLE: Associate - Manager, Transit Data

=====

ACCEPTANCE AND AWARD
(TO BE COMPLETED AND SIGNED BY METRO)

Contract No. 7020000181


METRO and the Contractor have executed this Contract and it shall be effective on the 7th day of August, 2020.


METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY

Executed for and on behalf of the Metropolitan Transit Authority pursuant to Resolution No. _____ of the Board of Directors on the 28th day of May 2020 and on file in the office of the Assistant Secretary of the Authority.


BY: 
Name: Michael Kyme
Title: Chief Procurement Officer

APPROVED:


Name: Debbie Sechler
Title: Executive Vice President, Administration


Name: Arthur C. Smiley III
Title: Chief Financial Officer

APPROVED AS TO FORM:


Name: Cydonii Fairfax
Title: Executive Vice President & General Counsel

ATTEST:


Title: Assistant Secretary

3 SOLICITATION/CONTRACT AMOUNT, ITEMS AND PRICES

Contractor agrees to furnish all resources, including but not limited to time, materials, tools and labor, licenses, hosting fees, reimbursable expenses, necessary to perform the work in accordance with the Scope of Services (or Exhibit A) and all terms and conditions of the Contract at the Price specified below.

Description	Quantity	Unit of Measure	Total Price
Regional Data Management and Trip Planning System	1	Lump Sum	\$565,000.00

The Payment Schedule of the aforementioned Total Price shall consist of:

- A. \$40,000 payable to Contractor at System Acceptance, and
- B. \$525,000 payable to Contractor for three (3) years (or 36 months) in monthly installments of approximately \$14,583.33 per month.

4 KEY PERSONNEL FORM**PRIME CONTRACTOR:** IBI Group Professional Services (USA) Inc.Name: Ritesh Warade TEL (617) 699-9544Title: Director FAX ()E-Mail: ritesh.warade@ibigroup.com**SUBCONTRACTORS:**

Subcontractor Firm: _____

Name: _____ TEL () _____

Title: _____ FAX () _____

E-Mail: _____

Subcontractor Firm: _____

Name: _____ TEL () _____

Title: _____ FAX () _____

E-Mail: _____

Subcontractor Firm: _____

Name: _____ TEL () _____

Title: _____ FAX () _____

E-Mail: _____

Subcontractor Firm: _____

Name: _____ TEL () _____

Title: _____ FAX () _____

E-Mail: _____

Subcontractor Firm: _____

Name: _____ TEL () _____

Title: _____ FAX () _____

E-Mail: _____

Subcontractor Firm: _____

Name: _____ TEL () _____

Title: _____ FAX () _____

E-Mail: _____

SECTION III DELIVERIES OR PERFORMANCE ARTICLES

1 DEFINITIONS

- A. 'METRO' shall mean Metropolitan Transit Authority of Harris County, Texas.
- B. The term 'President & Chief Executive Officer' means the President & Chief Executive Officer of the Metropolitan Transit Authority and the term 'the duly authorized representative' means any person specifically authorized to act for the President & Chief Executive Officer. These representatives are authorized to obligate METRO by executing this Contract, and any modification thereto.
- C. The term 'Contracting Officer' means the Contract Administrator who has been designated the responsibility, by the METRO Chief Procurement Officer, for overall administration of the contract, excluding the execution of contract modifications.
- D. The term 'METRO Project Manager' means the technical representative who has been designated to act on behalf of METRO in monitoring and assessing the Contractor's services and/or 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 contract Work in its entirety or any portion thereof, as required by the contract documents.
- E. The term 'Contract Disputes Appeals Committee' means the METRO administrative body designated by the President & Chief Executive Officer to hear a Contractor's appeal submitted under the 'Disputes' Article of this Contract.
- F. The term 'Contractor' shall mean the individual, partnership, corporation, organization, or association contracting with METRO to furnish all materials, goods and work defined herein. As may be used herein, the terms 'Contractor' and 'Consultant' are synonymous.
- G. The term 'subcontract' means any agreement including purchase orders (other than one involving an employer employee relationship) entered into between the Contractor and a subcontractor calling for services, labor, equipment, and/or materials required for Contract performance, including any modifications thereto.
- H. The terms 'subcontractor' and 'subcontractor and supplier' mean any individual, partnership, firm, corporation or joint venture that contracts with the Contractor to furnish services, labor, equipment and/or materials under this Contract. As used herein, the terms 'subcontractor' and 'subcontractor and supplier' are synonymous.

2 PERIOD OF PERFORMANCE

- A. This Contract shall be for a period of three (3) years from the date of System Acceptance as set forth in Exhibit A, 'Scope of Services'. After the Contract Effective Date, METRO shall issue the Contractor a Notice-to-Proceed to initiate a 90-day period to precede System Acceptance and be used for Contractor's implementation and testing of the System.
- B. In the event the above option is not exercised and additional time is required by METRO to initiate a new contract, the Contractor agrees to continue providing services to METRO on a month-to-month basis for a period not-to-exceed six (6) months at the same prices, terms and conditions of the original Contract.

3 SERVICES TO BE PERFORMED

The Contractor shall furnish all necessary resources required to a regional data management and trip planning system in accordance with the terms and conditions of this Contract. Specific services to be performed are listed in Exhibit A, 'Scope of Services,' and made a part hereof.

4 TEXAS ETHICS COMMISSION (TEC) ELECTRONIC FILING

In the event this Contract requires the approval of METRO's Board of Directors, the Contractor shall submit to METRO, after notification that METRO's Board has authorized the Contract and prior to final execution of the Contract, a completed, signed and notarized Form 1295 generated by the Texas Ethics Commission's (the TEC) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (a *Form 1295*). The Contractor hereby confirms and agrees to submit such forms with the TEC through its electronic filing application at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

SECTION IV
INSPECTION AND ACCEPTANCE ARTICLES

1 INSPECTION OF SERVICES

- A. The Contractor shall provide and maintain a quality control and service inspection system acceptable to METRO covering the services under this Contract. Complete records of all inspection services performed by the Contractor shall be maintained and made available to METRO during Contract performance and for a three (3) year period after the term of the Contract.
- B. METRO has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. METRO shall perform inspections and tests in a manner that will not unduly delay the services.
- C. If any of the services do not conform to Contract requirements, METRO may require the Contractor to perform the services again in conformity with Contract requirements, at no additional compensation.
- D. When the defects in services cannot be corrected by performance, METRO may:
 - 1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 2. Reduce the Contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with Contract requirements, METRO may:
 - 1. By contract or otherwise, perform the services and charge to the Contractor any reasonable cost incurred by METRO that is directly related to the performance of such services; or
 - 2. Terminate the Contract for default.

SECTION V
CONTRACT ADMINISTRATION DATA ARTICLES

1 COMPENSATION

A. As full consideration for the satisfactory performance by the Contractor of this Contract, METRO shall pay to the Contractor compensation in the amount of FIVE HUNDRED SIXTY FIVE THOUSAND and 00/100 Dollars (\$565,000.00), in monthly installments in accordance with Section II, No. 3, less any prompt payment discount earned or set forth in Paragraph B below, and in accordance with the payment provisions of this Contract.

B. Prompt payment discount(s): N/A

2 INVOICING AND PAYMENT

A. The Contractor shall submit an original invoice for Work, services, equipment, materials or other items that have been inspected and accepted by METRO, to the address shown below:

Sr. Director of Accounting/Controller
METROPOLITAN TRANSIT AUTHORITY
1900 Main Street, 5th Floor (77002)
P.O. Box 61429
Houston, Texas 77208-1429

B. METRO shall pay the amount due the Contractor under this Contract after:

1. Acceptance of services;
2. Presentation of a properly prepared invoice;
3. For each invoice with a Small Business Participation goal, update METRO's Online Contract Audit screen demonstrating payments to subcontractors and confirmation of receipt of payment by subcontractors;
4. For each invoice with a Small Business Participation goal, update METRO's online Subcontractor Invoice Report demonstrating subcontractor's invoices for the billing period and upload a copy of the subcontractor's invoice. The Contractor's invoice to METRO should include subcontractor's invoice for the same period of performance.
5. Presentation of a completed 'Contractor's Release' form, Exhibit B, with every invoice, thereby releasing all claims against METRO arising by virtue of this Contract, other than claims, in stated amounts that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this Contract has been assigned. The Contractor shall complete a 'Contractor's Release' form, Exhibit B, or other Contractor's release form acceptable to METRO and submit with every invoice.
6. If the Contractor has previously been paid for items or services that are later found to be deficient, defective or otherwise unacceptable, subsequent invoices may be adjusted accordingly. In such instances, METRO shall provide the Contractor a written explanation for such adjustments.

C. Subcontractor and Supplier Payments:

1. The Contractor shall provide payment to each subcontractor and supplier within five (5) business days after receiving payment from METRO for amounts previously invoiced for work performed or materials furnished under the Contract with a Small Business Participation goal. Subcontract payment provisions shall require payments to subcontractors within five (5) business days after the Contractor received payment from METRO. Interest on late payments is subject to the provisions of Texas Government Code, Title 10, Chapter 2251, regarding payments to subcontractors.
2. In the event of disputed amounts, the Contractor shall provide a written response to a subcontractor or supplier, with a copy to the Contracting Officer, specifically addressing any disputed amounts on invoices. The Contractor should resolve all disputed invoices at the earliest time to avoid a delay in the submission of print out of METRO's Online Contract Audit screen with subcontractor payment verification which could delay payment to the Contractor. In the event that the Contractor cannot resolve a subcontractor or supplier disputed invoice, the Contractor shall bring the matter to the attention of the Contracting Officer at the time of submitting the Contractor's invoice for payment. The Contracting Officer will investigate the situation and make a determination whether the Contractor's invoice should be processed for payment without the required contract Audit verification. The Contracting Officer will not mediate the dispute between the Contractor and any subcontractor or supplier in the resolution of disputed invoices.

D. METRO's Online Contract Audit on Contracts with Small Business Participation Goals:

1. Contractors are required to update METRO's Online Contract Audit screen and Subcontractor Invoice Report, and to upload

subcontractor invoices.

2. Failure of the Contractor to update METRO's Online Contract Audit screen, Subcontractor Invoice Report and/or subcontractor's invoices will be cause for the return of the invoice to the Contractor as an improperly prepared invoice.
3. In the event that no invoice is due for the past month, METRO's Online Contract Audit screen shall nevertheless be updated, showing payment/nonpayment confirmation by the subcontractor/supplier.

E. METRO is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales, Excise and Use Tax. METRO's Federal Excise Tax Number is 76-79-0020K and METRO's State Tax Exempt Number is 1-74-1998278-4. The Contractor's invoices shall not contain assessment of any of these taxes.

F. For each invoice with a Small Business Participation goal, payments will be made within fifteen (15) business days after receipt of a properly prepared invoice, which includes METRO's on-line Contract Audit screen and Subcontractor Invoice Report updates and upload of subcontractor invoices. Invoices with no Small Business Participation goal will be made within thirty (30) business days after receipt of a properly prepared invoice. Payments shall be considered made when METRO deposits the Contractor's payment in the mail or the date on which an electronic transfer of funds was made. Interest on payments under this Contract shall accrue and be paid only in accordance with Texas Government Code, Title 10, Chapter 2251, which shall be the Contractor's sole remedy under this Article.

3 ADMINISTRATIVE CONTROL OF CORRESPONDENCE

Contract-related correspondence, transmittal letters, etc., issued by each party to this Contract will refer to the Contract number shown on the cover page of this Contract. The correspondence shall be addressed to the appropriate METRO representative set forth elsewhere in this Contract. Should it be addressed to other than the Contracting Officer, a copy shall be provided to the Contracting Officer.

4 CONTRACTOR REPRESENTATIVE

- A. Prior to the start of performance, the Contractor shall advise METRO in writing of the primary and alternate representative (including phone number) who will have management responsibility for the total Contract, with the authority to transmit instructions, receive information, receive and act on technical matters and resolve problems of a contractual nature, and represent the Contractor in all matters with regard to the Project. These representatives may be changed by the Contractor from time to time, with the written approval of METRO.
- B. Contractor personnel who will require access to any METRO property on a frequent basis (greater than 20 hours a week), will require a Contractor badge. METRO's Project Manager is responsible for coordinating these badges with METRO's Facilities Maintenance Department. Badges will carry an expiration date of 90 days; if further access is required, METRO's Project Manager must resubmit a Contractor badge request on the Contractor's behalf to the Facilities Maintenance Department with the appropriate levels of approval.
- C. At the termination of this Contract, the Contractor shall return to METRO's Project Manager all METRO issued identification badges and METRO Q Cards for deactivation by METRO's Human Resources Department. The Contractor shall also immediately notify METRO's Project Manager and return such identification badges and METRO Q Cards for those Contractor employees whose services are no longer needed during the course of this Contract. The Contractor will be assessed a \$10.00 fee for each identification badge or METRO Q Card that is lost or not returned to METRO.

5 NOTICES

All notices to either party by the other shall be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each:

Authority: LaChandra Wilson
Contracting Officer
METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS
1900 Main St., 8th Floor
Houston, Texas 77002

Contractor: Ritesh Warade
Director
IBI Group
IBI Group Professional Services (USA) Inc.
455 East Medical Center Blvd, Suite 500
Houston, Texas 77289

and shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change of address to the other in the manner provided for above.

SECTION VI INSURANCE ARTICLES

1 CONTRACTOR'S INSURANCE

- A. The Contractor shall purchase and maintain in effect during the entire period of this contract, including any maintenance period thereof, insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

PROFESSIONAL LIABILITY covering acts, error or omissions arising out of the rendering of or failure to render professional services, whether committed or alleged to have been committed by the Contractor or by its employees, subcontractors, consultants or other to whom the Contractor is legally responsible. The limit of liability shall not be less than:

\$1,000,000 Each Occurrence

Contractor shall maintain Professional Liability insurance for not less than five years following completion of services performed under this contract and shall so evidence by Certificate of Insurance each year.

The following provisions apply with respect to all insurance coverages required above:

The insurance coverages required in this section shall not limit the Contractor's liability or limit the indemnification provisions set forth herein.

If the Contractor maintains higher limit than the minimums shown above, METRO requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specific minimum limits of insurance and coverage shall be available to METRO.

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.

All policies of insurance presented as proof of compliance with the above requirements shall be on forms and with insurance companies approved by METRO. All such insurance policies shall be provided by insurance companies having Best's ratings of A- or greater and VI or greater (A-/VI) as shown in the most current issue of Best's Key Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or having Best's ratings lower than A-VI will not be accepted as complying with the insurance requirements of the contract unless such insurance companies were approved in writing prior to award of contract.

- B. Contractor agrees to waive all rights of subrogation or recovery against METRO arising out of any claims for injury(ies) or damages resulting from the work performed by or on behalf of Contractor under this agreement and/or the use of any METRO premises or equipment in the performance of this agreement.
- C. Proof of compliance with these insurance requirements shall be furnished to METRO in the form of an original certificate of insurance including the endorsements mentioned in section A. above, or copies of the applicable policy language effecting required coverage signed by an authorized representative or agent of the insurance company(ies), within fourteen (14) days of notice of award of contract and before any work under this contract will be allowed to commence. Certificates will be unacceptable unless they clearly show that all of the above stipulated requirements have been met. Renewal or replacement certificates shall be furnished METRO not less than seven (7) days prior to the expiration or termination date of the applicable policy(ies). Otherwise, METRO may halt all work under this contract upon expiration or other termination of any required coverage, and work will not be allowed to resume until a satisfactory renewal certificate is received.
- D. The Certificate Holder shall read as follows on the Certificate of Insurance:

**Metropolitan Transit Authority of Harris County, TX (METRO)
1900 Main Street
Houston, Texas 77002**

- E. Contractor shall require any and all subcontractors performing work under this contract to obtain and maintain the insurance coverage specified in this section. Such insurance shall be endorsed to name METRO and its directors, officers and employees as Additional Insured as respects to subcontractor's operations in performance of this contract. In addition, subcontractor and their respective insurers providing the required insurance coverage will waive all rights of subrogation or recovery against METRO providing such coverage shall be endorsed to recognize this required waiver of subrogation. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. In the event a subcontractor is unable to furnish insurance in the limits required under this contract, the Contractor shall endorse the subcontractor as an Additional Insured on its General Liability and Automobile Liability policies and provide METRO a certificate of insurance showing such coverage.

Such insurance will be primary and non-contributing with any other insurance and be in a form and from insurance companies reasonably acceptable to METRO.

Any request to deviate from the stipulated insurance limits required of subcontractor must be approved by METRO and will be based solely on the scope of work to be performed by the subcontractor. Contractor shall obtain and make available for inspection by METRO upon request current certificates of insurance evidencing insurance coverages carried by subcontractor.

2 INDEMNIFICATION AGREEMENT

- A. THE CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS METRO, ITS DIRECTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL REASONABLE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES, FOR BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY PERSON, OR FOR DAMAGES TO ANY PROPERTY, BROUGHT OR RECOVERABLE BY THIRD PARTIES AGAINST METRO, ITS DIRECTORS AND/OR EMPLOYEES AND TO THE EXTENT ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT OR OMISSION BY THE CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR AGREES TO PROVIDE ACKNOWLEDGEMENT OF INDEMNIFICATION WITHIN TEN DAYS FROM RECEIPT OF DEMAND FOR INDEMNIFICATION FROM METRO.**
- B. THE INDEMNITY PROVIDED FOR IN THIS ARTICLE SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS OR DAMAGE, CAUSE OF ACTION, SUIT OR LIABILITY BROUGHT OR RECOVERABLE AGAINST METRO, ITS DIRECTORS AND/OR EMPLOYEES TO THE EXTENT THE INJURY, DEATH OR DAMAGE RESULTS SOLELY FROM A GROSS NEGLIGENT ACT OR WILLFUL BEHAVIOR BY METRO.**

SECTION VII
SMALL BUSINESS PROGRAM ARTICLES FOR CONTRACTS WITH SMALL BUSINESS GOALS

- A. The Contractor hereby agrees to attain Small Business participation in the amount of N/A of the total Contract amount.
- B. The Contractor shall enter into agreements for the Work identified in the 'Contractor Utilization Plan Form' (Plan) and submit copies of the agreements to the Contracting Officer within 15 days of contract award. The agreements will include:
1. Prompt payment clause;
 2. Non-discrimination clause,
 3. Release of retainage clause, where applicable;
 4. Business Assurance clauses,
 5. Federal clauses, where applicable, and
 6. Subcontractor's obligation to participate in the B2GNow Payment Compliance System.
- C. The Contractor shall adhere to the Plan submitted, including self-performing a minimum thirty percent (30%) of the Contract, unless a waiver is received from the Office of Small Business. Any changes in the Plan regarding the proposed use of certified subcontractors in discharging the Contract duties must be approved by the Office of Small Business. The approval of the Office of Small Business will not be unreasonably withheld upon a showing of good cause to make the change. When adding a certified subcontractor to the Plan, the Contractor must submit a copy of the subcontract agreement to the Contracting Officer within 15 days of receiving approval from the Office of Small Business
- D. The Contractor's failure to comply with the aforementioned Small Business participation provisions and the Contractor Utilization Plan Pledge provisions may result in the:
1. Withholding of payment until such compliance is achieved or a waiver of the provisions is provided by METRO,
 2. Revocation of the benefits and incentives provided under the Program, or
 3. Cancellation, termination or suspension of the Contract, in whole or in part.
- E. Where applicable, the Contractor's Small Business Participation goal achievement and compliance with the Small Business Program will be considered during evaluation for future METRO contracts.
- F. The Contractor and Subcontractors shall permit access to their books, records, and accounts by the Contracting Officer, Office of Small Business representative or a designated representative for the purpose of investigation to ascertain compliance with these specified requirements. Such records shall be maintained by the Contractor in a fashion which is readily accessible to METRO for a minimum of three (3) years following completion of this Contract. The Contractor will include this provision in the subcontractor agreements.
- G. To ensure that all obligations under this Contract are met, METRO will conduct periodic reviews of the Contractor's Small Business efforts during Contract performance. The Contractor shall bring to the attention of METRO's Contracting Officer and Office of Small Business any situation in which regularly scheduled progress payments are not made to Small Business subcontractors. Failure to make prompt payment or to notify METRO could result in the action outlined in item D above.
- H. The Contractor may review documents at METRO which specify:
1. Guidance for making determinations of Small Business participation in the Program;
 2. The procedure used to determine whether a company is in fact a Small Business; and
 3. Appeals procedure for denial of certification as a Small Business.

SECTION VIII
SPECIAL TERMS AND CONDITIONS ARTICLES

1 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

METRO's obligation for performance of this Contract is contingent upon availability of funds from which payment for contract purposes can be made. No liability on the part of METRO for any payment may arise under this Contract until funds are made available for performance and until the Contractor receives notice of availability, in writing, from the Contracting Officer. Any option exercised by METRO that will be performed in whole or in part in a subsequent fiscal year is subject to availability of funds in the subsequent fiscal year and is governed by the terms of this Article.

2 COMMERCIAL WARRANTY

NOT APPLICABLE.

3 CONFIDENTIALITY AND NONDISCLOSURE

- A. The Contractor acknowledges that in rendering these services, METRO Confidential Information [will or may] be revealed to the Contractor. 'Confidential Information' means non-public, sensitive or proprietary information disclosed before, on or after the effective date, by METRO to the Contractor or its employees, agents, officers, directors, or affiliates. Except as required by applicable federal, state or local law or regulation, Confidential Information does not include information that at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of this Contract, information from a lawful third-party source, and information that was already in the possession of the Contractor. The Contractor shall not use any such Confidential Information without METRO's written permission. The Contractor shall not disclose METRO Confidential Information to any person or entity other than its representatives involved in this Contract.
- B. If the Contractor knows or suspects any misuse or disclosure of METRO Confidential Information, the Contractor will immediately notify METRO and restrict the use and disclosure of such Confidential Information.
- C. On METRO's request, the Contractor shall promptly return or destroy all Confidential Information in its possession.
- D. At any time during the term of this and for a period of three years from the date of expiration of this Contract, at METRO's request, the Contractor shall provide to METRO or its designated agents full access to the Contractor's premises to inspect and audit the relevant books, records, physical and electronic controls to verify the Contractor's compliance with the terms of this clause. Notwithstanding the above, any valid order of disclosure under the Texas Public Information Act shall be lawful if prompt written notice is given to METRO before disclosure. The Contractor understands that disclosure can lead to irreparable harm which injunctive relief alone may not be an adequate remedy. METRO reserves its right to all other remedies available at law.

4 CONTRACTOR'S EMPLOYEES

- A. The Contractor shall screen all employees and require satisfactory personal references in order to determine the character of prospective employees before hiring.
- B. The Contractor's employees shall, while on duty at a METRO facility, wear in plain view an identification badge to be furnished by METRO, containing their name and status as temporary.
- C. All Contractor and subcontractor employees shall be neatly attired at all times in a manner that will reflect credit both upon Contractor and the facility in which they are working.
- D. All Contractor and subcontractor employees shall be U.S. citizens or possess written documentation verifying legal authorization to work in the United States.
- E. The Contractor shall require its employees and subcontractors to comply with the instructions pertaining to conduct and other regulations called to the attention of the Contractor by the Project Manager or his designee.
- F. At the request of the Contracting Officer or Project Manager, the Contractor shall remove an employee from its work force who is found unacceptable or unsatisfactory by the Project Manager. It shall be the Contractor's responsibility to find a suitable replacement for the removed employee. No claim associated with such an action will be authorized.
- G. The Contractor shall replace the removed worker, at the Contractor's expense, with a suitable replacement within twenty-four (24) hours after immediately removing the violating employee.
- H. The Contractor's personnel shall comply with all written rules and regulations supplied to the Contractor regarding personal and professional conduct, safety, security and other matters that are generally applicable to METRO's employees, such as the Electronic Communications Guideline; and otherwise conduct themselves in a businesslike manner.

5 COPYRIGHT AND PATENT INDEMNITY

The Contractor warrants and represents to METRO that the licensed products do not infringe any patent, copyright, trademark or trade secret. In the event any legal proceedings are brought against METRO claiming an infringement of a patent, copyright, trademark or trade secret based on METRO's use of the licensed products, the Contractor agrees to defend and indemnify METRO at the Contractor's own expense any for any reasonable claims or such legal proceeding relating to such claim, and to hold METRO harmless from any damage incurred or awarded as the result of settlement or judgment against METRO.

6 HEALTH, SAFETY AND FIRST AID

- A. METRO places and requires the Contractor to place the highest importance and priority on health and safety for all services performed by the Contractor at any METRO facility. At all METRO facilities, the Contractor shall comply with all applicable fire, safety and health laws and regulations, as well as any safety and health requirements of METRO. The Contractor shall ensure that all of its employees are made aware of all safety, fire and health requirements and regulations applicable to the Work to be performed pursuant to this Contract. METRO shall furnish the Contractor with copies of all safety and health requirements of METRO that relate particularly to the services the Contractor has been requested to perform and to the general safety of any particular METRO facility.
- B. The Contractor shall not permit to exist a hazardous, unsafe, unhealthy or environmentally unsound condition or activity over which it has control at a METRO facility. In the event the Contractor becomes aware of any such condition or activity, it shall promptly notify METRO and immediately take whatever steps are necessary to eliminate, terminate, abate or rectify such condition. If METRO becomes aware of such condition or activity before it is known to the Contractor, it shall notify the Contractor and request the Contractor's prompt corrective action. METRO shall take prompt corrective action with respect to any hazardous, unsafe, unhealthy or environmentally unsound condition or activity resulting from its activities or operations. Each party shall cooperate with the other to eliminate, terminate, abate and rectify any such condition.
- C. In the case of any emergency, METRO shall make emergency first aid and related services available to the employees of the Contractor to the same extent that such emergency first aid and related services would be available to an employee of METRO located at the same facility. Nothing contained herein shall be construed as imposing any duty upon METRO to provide emergency first aid treatment or related services to the Contractor's employees where such emergency first aid treatment or related services are not already available to any employee.

7 INTER-LOCAL/COOPERATIVE PURCHASE

The Contractor agrees that any agreement inclusive of pricing resulting from this solicitation is extended to other public entities (e.g., state agency, local government, state of Texas educational institutions) authorized by state law to participate under cooperative procurement contracts or Interlocal Agreements with the following understandings:

- A. Unless specifically stated otherwise, any volume of products or services stated in this Contract document reflects only products or services to be purchased by METRO and does not include potential purchases by other entities.
- B. The Contractor shall establish a direct relationship with each entity concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, payment and all other matters relating or referring to such entity's access to the agreement.
- C. Each entity is a financially separate entity and shall be solely responsible for the financial commitments of that entity.
- D. METRO shall not be held liable for any costs, damages or other obligations incurred by any participating entity.
- E. It is the entity's decision whether or not to enter into an agreement with the Contractor.
- F. Any purchases made by an entity shall be in accordance with each entity's purchasing policy and procedures.

8 MOST FAVORED CUSTOMER

The Contractor shall voluntarily provide METRO with the benefits of any more favorable terms it has or negotiates with any organization or facility whose circumstances and operations are substantially the same as those of METRO.

SECTION IX
GENERAL TERMS AND CONDITIONS ARTICLES

1 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor agrees to comply with, and assures that any subcontractor or any other third-party Contractor under this Contract complies with, all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and any other applicable federal regulations, including any amendments thereto.

2 ASSIGNMENT

The performance of the services under this Contract shall not be assigned by the Contractor except upon written consent of METRO. The Contractor may assign monies due or to become due to it under the Contract and such assignment will be recognized by METRO, if given proper notice thereof, to the extent permitted by law. Assignment of monies will be subjected to proper offsets in favor of METRO and to deductions provided for in this Contract. Money withheld, whether assigned or not, will be subject to being used by METRO for the completion of the Work in the event that the Contractor defaults under the Contract. The validity of the assignment and the rights of the assignee against METRO shall be governed by the laws of the state of Texas. METRO reserves the right to assign all or portion of the services awarded under this Contract including options. METRO's right of assignment will remain in force over the period of the Contract or until completion of the Contract to include options, whichever occurs first.

3 CHANGES

- A. The President & Chief Executive Officer or the duly authorized representative may, at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract, including any one or more of the following:
1. Specifications or description of services to be performed,
 2. Time of performance (i.e., hours of day, days of the week, etc.),
 3. Place of performance of the services,
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, whether or not changed by the order, the President & Chief Executive Officer or the duly authorized representative shall make an equitable adjustment in the Contract price, the time of performance, or both, and shall modify the Contract.
- C. The Contractor must submit any 'proposal for adjustment' under this Article within thirty (30) calendar days from the date of receipt of the written order. However, if the President & Chief Executive Officer or the duly authorized representative decides that the facts justify it, the President & Chief Executive Officer or the duly authorized representative may receive and act upon a proposal submitted before final payment of the Contract.
- D. Failure to agree to any adjustment shall be a dispute under the 'Disputes' Article of this Contract. However, nothing in this Article shall excuse the Contractor from proceeding with the Contract as changed.
- E. Except for those changes properly authorized and executed as provided in this Article, the Contractor shall notify the Contracting Officer in writing promptly within fifteen (15) calendar days from the date that the Contractor identifies any METRO conduct (including actions, inactions and written or oral communications) that the Contractor regards as a change to the Contract terms and conditions. This notification shall contain all information available to the Contractor regarding the change. The Contractor's failure to provide notification as required herein may jeopardize being compensated for the change if in fact a change has been made.
- F. The parties agree that the terms and conditions of this Contract may only be modified and/or amended by mutual agreement between the parties. Said mutually agreed upon amendment and/or modification shall be written and executed by both parties prior to becoming effective.

4 COMPLIANCE WITH LAWS/PERMITS AND LICENSES

The Contractor shall give notices and comply with all federal, state and municipal laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of this Contract, including, but not limited to, the laws referred to in this Contract. If the Contractor or METRO observes that this Contract is at variance therewith in any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate contract modification. Upon request, the Contractor shall furnish to METRO certificates of compliance with all such laws, ordinances, rules, regulations and orders. The Contractor shall also be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

5 CONTRACT ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Contract Modifications, if any
2. Contract Articles;
3. Scope of Services
4. Technical Specifications;
5. Drawings
6. Contractor's Service Level Agreement

6 CONTRACTOR'S KEY PERSONNEL

The Contractor's key personnel listed in Section II.4, 'Key Personnel,' are considered to be essential to performance of any of the Services being contemplated hereunder. Prior to substituting other personnel for any of the individuals specified, the Contractor shall notify METRO reasonably in advance and shall submit justification in sufficient detail to permit evaluation of the impact on these Services. No such substitutions shall be made by the Contractor without first securing METRO approval. The proposal form entitled 'Key Personnel' may be amended from time to time during the course of the Contract to either add or delete personnel, as appropriate.

7 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty METRO shall have the right to annul this Contract without liability or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8 DISPUTES

Any dispute concerning a question of fact arising under this Contract that is not disposed of by agreement will be decided by the Contracting Officer, who will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer will be final unless, within ten (10) calendar days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the METRO Disputes Contract Appeals Committee. The Contract Disputes Appeals Committee will be designated by the President & Chief Executive Officer and will hear the Contractor's appeal and make a recommendation to the President & Chief Executive Officer for the final decision. In connection with any appeal proceeding under this Article, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. The decision of the President & Chief Executive Officer will be final and conclusive with respect to the Contractor's administrative remedies under this 'Disputes' Article. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's decision. This 'Disputes' Article does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Contract, however, shall be construed as making final the decision of any administrative official, representative, or committee on a question of law.

9 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the performance of this Contract, without prior written consent of METRO's President & Chief Executive Officer. Two (2) copies of any material proposed to be published or distributed shall be submitted to the METRO President & Chief Executive Officer through the Contracting Officer.

10 EQUAL OPPORTUNITY FOR VEVRAA PROTECTED VETERANS³

³The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

- A. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as 'protected veteran(s)') in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified

individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures.
 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 3. Rates of pay or any other form of compensation and changes in compensation.
 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 5. Leaves of absence, sick leave, or any other leave.
 6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor.
 7. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 8. Activities sponsored by the Contractor including social or recreational programs.
 9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to immediately list all employment openings which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, Contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the Contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- C. Listing of employment openings with the appropriate employment service delivery system pursuant to this Clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a *bona fide* job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in executive orders or regulations regarding nondiscrimination in employment.
- D. Whenever a Contractor, other than a state or local governmental Contractor, becomes contractually bound to the listing provisions in Paragraphs 2 and 3 of this Clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) it is a federal Contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The Contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the Contractor official responsible for hiring at each location. The 'Contractor Official' may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the Contractor who can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the Contractor uses any external job search organizations to assist in its hiring, the Contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this Paragraph shall be made simultaneously with the Contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the Contractor shall provide updated information simultaneously with its next job listing. As long as the Contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The Contractor may advise the employment service delivery system when it is no longer bound by this Contract clause.
- E. The provisions of Paragraphs B and C of this Clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- F. As used in this Clause:
3. *All employment openings* includes all positions except executive and senior management, those positions that will be filled from within the Contractor's organization, and positions lasting three days or less. This term includes full-time employment,

temporary employment of more than three days' duration, and part-time employment.

4. *Executive and senior management* means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the federal government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
5. *Positions that will be filled from within the Contractor's organization* means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the Contractor proposes to fill from regularly established 'recall' lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- G. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- H. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- I. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the Contracting Officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The Contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers that can access the electronic posting to such employees, or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- J. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of VEVRAA and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- K. The Contractor will include the provisions of this Clause in every subcontractor purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- L. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

11 ETHICAL CONDUCT

- A. The METRO Board of Directors has adopted a Code of Ethics governing the conduct of its officers and employees. The Contractor agrees it will familiarize itself with this Code of Ethics and that it will not offer, confer or agree to confer any prohibited benefit as consideration for a METRO Board Member's or employee's decision, opinion, recommendation, vote or other exercise of discretion as a public servant or in exchange for the Board Member's or employee's having exercised his official powers or performed his official duties nor will the Contractor participate in any other violation of this Code.
- B. The Contractor is required to maintain those records necessary to prove beyond a reasonable doubt the Contractor's compliance with the METRO Code of Ethics Policy. METRO shall have the right to review for the purpose of determining compliance with the Code of Ethics Policy all disbursement records and supporting documents including invoices, payment vouchers, employee expense reports and petty cash records.
- C. Breach of this Article by the Contractor may result in termination of the Contract and exclusion of the Contractor from future contracts with METRO for a period of time determined by the METRO Board of Directors.

12 FORCE MAJEURE

- A. To the extent that the Contractor shall be wholly or partially prevented from its performance within the terms specified of any obligation or duty placed on the Contractor by reason of or through riot, acts of war, acts of terrorism, insurrection, by order of court, legislative action, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty may be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with METRO.
- B. In the event the Contractor seeks to characterize an event as a "Force Majeure Event," the Contractor shall have the obligation to immediately notify METRO at the time the Contractor becomes aware of said force majeure event. Further, the Contractor shall have the obligation to provide METRO with written notice upon the cessation of said Force Majeure event.

13 INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor shall be deemed to be an Independent Contractor in all its operations and activities hereunder; that the employees furnished by the Contractor to perform Work hereunder shall be deemed to be the Contractor's employees or independent subcontractors; that the Contractor's employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by state or federal law.

14 INTERPRETATION, JURISDICTION AND VENUE

This Contract shall be construed and interpreted solely in accordance with the laws of the state of Texas. Venue of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas.

15 LABOR REQUIREMENTS

- A. No Contractor or subcontractor holding a service contract for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act (29 U.S.C. 206).
- B. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof).
- C. METRO reserves the right to audit Contractor-certified payroll records at METRO's discretion.

16 METRO-FURNISHED PROPERTY

- A. METRO shall provide to the Contractor, at the times and locations stated in this Contract, the METRO-furnished property described in this Contract.
- B. Title to METRO-furnished property shall remain with METRO. The Contractor shall use the METRO-furnished property only in connection with this Contract. The Contractor shall maintain adequate property control records of METRO-furnished property in accordance with sound industrial practice and shall make such records available for METRO's inspection at all reasonable times.
- C. The Contractor shall inspect the METRO-furnished property prior to acceptance. Upon acceptance of METRO-furnished property, the Contractor assumes the risk and responsibility for its loss or damage, except:
1. For reasonable wear and tear;
 2. To the extent the property is consumed in performing this Contract; or
 3. As otherwise provided for by the provisions of this Contract.
- D. The Contract performance period is based upon the expectation that METRO-furnished property, suitable for use, will be available to the Contractor at the times stated in the Schedule or if not stated, in sufficient time to enable the Contractor to meet the performance dates.
- E. If the METRO-furnished property is not available to the Contractor by the required time, or is unsuitable for use as determined by a qualified professional, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of delay, if any, caused the Contractor, and shall make an adjustment in the Contract performance period. The right to adjustment in the performance period shall be the Contractor's exclusive remedy. METRO shall not be liable for suit for breach of Contract for:
1. Any delay in availability of METRO-furnished property;
 2. Availability of METRO-furnished property in a condition not suitable for its intended use;

3. A decrease in, or substitution of, METRO-furnished property; or
4. Failure to replace METRO-furnished property for which METRO is responsible.

F. Upon completing this Contract, the Contractor shall follow the instructions of METRO regarding the disposition of all METRO-furnished property not consumed in the performance of this Contract.

17 RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

18 RIGHTS AND REMEDIES

The rights and remedies of METRO provided for under this Contract are in addition to any rights or remedies provided by law.

19 SEVERABILITY

If any provision of this Contract the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

20 SUBCONTRACTING

The Contractor shall not subcontract any portion of the work without obtaining the Contracting Officer's written consent thereto.

21 TERMINATION FOR CONVENIENCE OF METRO

- A. METRO may terminate this Contract at any time after award of the Contract by written notice to the Contractor if METRO determines that such termination is in its best interest. Upon receipt of written notice of termination, the Contractor shall cease performance to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within thirty (30) calendar days of such termination reflecting the service(s) actually furnished pursuant to the Contract and to the satisfaction of METRO, that have not appeared on any previous invoice.
- B. METRO agrees to pay the Contractor, in accordance with the terms of the Contract, for conforming service(s) actually furnished and verifiable costs that have been incurred or will be incurred by the termination, which shall be the sole amount owed to the Contractor whether for damages or otherwise, by virtue of the termination of this Contract.

22 TERMINATION FOR DEFAULT

- A. METRO may, subject to Paragraphs D and E below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to perform the services within the time and in the manner specified in this Contract or any extension thereof; or fails to perform any of the other provisions of this Contract.
- B. METRO's right to terminate this Contract may be exercised if the Contractor does not cure the condition or conditions constituting default within ten (10) calendar days (or such longer period as may be authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.
- C. If METRO terminates this Contract, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, services similar to that terminated, and the Contractor will be liable to METRO for any excess costs.
- D. The Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:
 1. Acts of God or of the public enemy;
 2. Fires;
 3. Floods;
 4. Epidemics;
 5. Quarantine restrictions;
 6. Unusually severe weather;
 7. Acts of terrorism.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

- E. METRO shall pay the Contract price(s) for completed and accepted services. METRO may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect METRO against loss because of outstanding liens or claims of former lien holders.
- F. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of METRO.
- G. The rights and remedies of METRO under this Article are in addition to any other rights and remedies provided by law or under this Contract.
- H. Should METRO frequently or repeatedly be delayed in the payment, in whole or in part, of Contractor's invoice(s), Contractor may terminate this Contract upon reasonable written notice.

23 USE OF METRO'S NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS

If the Contractor should desire to use METRO's name, logo or any other material in its advertisement or public relations programs, the Contractor shall receive prior written approval from METRO. Any such information relating to METRO shall be factual and in no way imply that METRO endorses the Contractor's firm, services, or products. The Contractor shall insert the substance of this Article in each subcontract and supply Contractor purchase order.

24 WAIVERS

- A. Neither METRO's review, approval or acceptance of, nor payment for, the Work required under this Contract shall be construed to operate as a waiver of any rights under this Contract of any cause of action arising out of the performance of the Contract, and the Contractor shall be and remain liable to METRO in accordance with applicable law and the terms of this Contract for all damages to METRO caused by the Contractor's negligent act, error or omission in the performance of any of the Work furnished under this Contract.
- B. The waiver by METRO of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

25 ACCESS TO RECORDS

- A. The Contractor agrees to provide METRO, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any Project Management Oversight Contractor (PMOC) access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, that is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. The Contractor agrees to provide METRO, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, that is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- C. Where METRO enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to METRO, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of 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 the Contractor agrees to maintain same until METRO, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- F. The FTA does not require the inclusion of these requirements in subcontracts.

26 CONTRACTOR NONDISCRIMINATION

The Contractor or subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as METRO deems appropriate.

27 DEBARMENT AND SUSPENSION

- A. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor's principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- B. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- C. The Contractor must sign and submit the 'Debarment and Suspension Certification,' included herein as Exhibit D. The certification in this Clause is a material representation of fact relied upon by METRO. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to METRO, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

28 METRO NONDISCRIMINATION

METRO shall not discriminate on the basis of race, color, national origin, or sex in the award and performance on any DOT-assisted Contractor in the administration of its program or the requirements of 49 CFR Part 26. METRO shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. METRO's program, as required by 49 CFR Part 26 and as approved by the DOT, is incorporated by reference in this Contract. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Contract. Upon notification to METRO of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. § 3801, et seq.).

29 RESTRICTIONS ON LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49CFR part 20, 'New Restrictions on Lobbying.' Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient. See Section X, Exhibit C, 'Certification of Restrictions on Lobbying.'

30 ENTIRE AGREEMENT

This Contract and attached Exhibits constitute the entire agreement between the parties and shall supersede all prior offers, negotiations, exceptions and understandings, whether oral or written, between the parties hereto. No modification of this Contract (including any change in the Work) shall be binding upon METRO or the Contractor unless evidenced by a written modification issued pursuant to the 'Changes Provision' or by other written order modification hereof, as appropriate.

SECTION X **EXHIBITS**

1 EXHIBIT A: SCOPE OF SERVICES

1.0 INTRODUCTION

The purpose of this project is to provide a single, easy to use source of transit data to travelers throughout the Houston region. To that end, the Contractor shall host and maintain a Software as a Service (SaaS) Regional Data Management solution for METRO. Contractor shall implement an integrated system to provide centralized passenger information management from all agencies in the Houston region including METRO (Host Agency), Fort Bend Transit, Harris County Transit, Woodlands Township, Brazos Transit District, Colorado Valley Transit District, City of Conroe, Matagorda & Jackson Counties, Galveston County Transit District, and Island Transit (Member Agencies).

The System shall:

- A. Intake Member Agencies' General Transit Feed Specifications (GTFS) and GTFS Real Time (GTFS-RT) data as currently published for developers.
- B. Allow users to create GTFS datasets for agencies that do not currently have GTFS.
- C. Aggregate GTFS from all agencies in the region to create a consolidated regional GTFS dataset.
- D. Aggregate GTFS-realtime feeds from all agencies in the region to create a consolidated regional GTFS-realtime feed, including GTFS-RT alert feeds.
- E. Allow users to enter, manage, and disseminate route targeted service alerts via consumable API, GovDelivery, Facebook, and Twitter.
- F. Provide regional multi-modal trip planning that can utilize multiple transit types and multiple transit providers to complete a trip (user should not be forced to select a single transit type).

The System shall be hosted and available to all Member Agencies personnel at all times of the day. No local hardware is to be installed to make the system operate. Brief descriptions of all member agencies are located in **Appendix A**.

2.0 GENERAL REQUIREMENTS

2.1 The Contractor shall provide an integrated Regional Data Management, Service Alerts Toolset and Trip Planning System ("System") to METRO using a Software as a Service (SaaS) model. Contractor shall interface to METRO's and Member Agencies' GTFS and GTFS-RT feeds which include vehicle positions, vehicle IDs, GPS data. Contractor shall use their Software as a Service (SaaS) cloud infrastructure for the core application functionality. Contractor shall then publish an updated consolidated GTFS and GTFS-RT (with vehicle locations) feed for consumption by METRO, Member Agencies, and the public.

2.2 Specific Requirements

- A. Contractor shall provide a web-based cloud hosted system as a SaaS.
- B. Contractor shall provide support based on Section 6.0.
- C. Contractor shall provide training on the system either in-person or remotely to METRO.
- D. Contractor shall provide periodic updates to all software components.
- E. Contractor shall provide bug fixes on a regular basis, or when notified by METRO per Section 6.0.
- F. The System shall provide the currently available (consolidated) arrival predictions, vehicle locations for all vehicles, routes and stops, and alerts, (as well as make available the current routes/configurations) to third party application developers via a separate GTFS, GTFS-RT Alerts and GTFS-RT feeds.
- G. Alerts System shall integrate with GovDelivery, Facebook, Twitter, and provide an alerts API for websites and mobile applications to utilize.
- H. System shall provide Security roles at a system level and a transit agency level.
- I. Contractor shall define and apply security roles defined by job function (ex. agency GTFS read only, agency GTFS modification, agency service alert read only, agency service alert modification, etc.).
- J. Contractor shall provide the System for three (3) years beginning from the date of System Acceptance as set forth in Section 4.2 below. A 90-day period shall precede System Acceptance and be used for Contractor's implementation and testing of System.
- K. Contractor shall provide all necessary personnel, tools, test equipment, transportation, hardware and software for the successful implementation of the System and for its continued operations for the duration of the contract.
- L. Contractor shall locate all System software and hardware in Contractor (or Contractor controlled) facilities, unless otherwise authorized in writing by the METRO Project Manager.

3.0 FUNCTIONAL REQUIREMENTS

3.1 GTFS Creation

The Contractor shall provide a sub-system to create (if needed) GTFS datasets for METRO and all Member Agencies. This sub-system shall include an intuitive, map-based interface to view, create, edit, and delete GTFS entities. The

sub-system shall also provide the ability to:

- A. Create agencies.
- B. Create stops.
- C. Create routes.
- D. Mark edited routes as complete and ready to be published.
- E. Create fare attributes and fare rules.
- F. Create and edit patterns within a given route, by defining a sequence of stops with associated travel and dwell times.
- G. Create service calendars.
- H. Create calendar dates.
- I. Create, edit, and delete trips within a given route. Trips may either be frequency or timetable-based and will be associated with a specified service calendar.
- J. Create, edit, and delete individual trips using a table-based interface, for timetable-based trips.
- K. Duplicate timetable trips.
- L. Offset stop times for a timetable trip by a user-defined interval of hours and/or minutes.
- M. Specify and edit the span of service and frequency for frequency-based trips.
- N. Restore different editing states for each GTFS dataset (e.g., summer vs. fall service markup).
- O. Draw route geometries that snap to the street network.
- P. Add, remove, or change the order of stops visited by a trip pattern.
- Q. Auto-populate travel times for a pattern by specifying a travel speed.
- R. Reverse the stop sequence order of a pattern.
- S. Duplicate patterns.
- T. Export the data as a static GTFS zip file.
- U. Ability to validate individual fields for GTFS entities while editing data and to validate the internal logic of an exported GTFS file.

3.2 GTFS Consolidation

The Contractor shall provide a sub-system that aggregates GTFS datasets for METRO and all Member Agencies. This sub-system shall:

- A. Ingest GTFS files for each transit operator:
 - i. Import GTFS files created by agency users in the GTFS Creation sub-system
 - ii. Upload GTFS files directly from an agency user's desktop
 - iii. Fetch GTFS files that are hosted at Internet-accessible URLs
- B. Automatically check for updated GTFS datasets at fetch URLs once per day and notify agency staff when a new dataset has been found.
- C. Create an agency feed for each transit operator and edit its details including name, URL, and auto-fetch status.
- D. Notify agency staff when a GTFS dataset will expire soon.
- E. Generate summary statistics for each uploaded GTFS dataset that includes:
 - i. Count of routes
 - ii. Count of stops
 - iii. Count of trips
 - iv. Count of stop times
 - v. Load status (success/failure)
 - vi. Service date range
 - vii. Histograms that show the number of trips per date of service at both the feed and individual route levels
- F. Generate a validation report for each imported GTFS dataset with a list of all issues encountered along with (if applicable) the line number, entity type, and entity ID.
- G. Provide the ability to download any GTFS dataset that has been uploaded or created with the editor.
- H. Provide the ability to leave comments on feeds and view comments left by others
- I. Generate a consolidated GTFS dataset that joins individual agency GTFS files into a single merged GTFS file containing all entities from the constituent feeds.

3.3 Service Alerts Entry and Management

The Contractor shall provide a sub-system that allows agency staff to enter and manage service alerts for METRO and all Member Agencies. This sub-system shall:

- A. Ingest schedule information in GTFS format.
- B. Provide an intuitive web-based user interface to create and manage service alerts
 - i. Ability to create alerts for specific transit services based on GTFS including:
 - Routes, directions, trips, and stops, or combinations thereof
 - One, many or all modes
 - ii. Ability to create alerts for facilities, such as elevators or escalators
 - iii. Ability to create alerts for a configurable list of effects including delays, shuttles, cancellations, etc.

- iv. Ability to create one-time and recurring alerts
- v. Ability to create alerts that go into effect now or at a later date and time
- vi. Ability to create alerts that are in effect until a given date and time or indefinitely
- vii. Ability to create future alerts that automatically 'go live' at a selected date and time
- viii. Ability to set alerts to auto-close at a selected date and time
- ix. Ability to create template alerts
- x. Ability to auto-generate the text associated with the alerts based on user inputs and configurable templates
- xi. Ability to customize the text for each channel through which the alerts will be disseminated. Channels include:
 - Twitter
 - Facebook
 - Email
 - SMS
 - Website
 - Third party apps via GTFS-realtime feeds
 - Electronic signs
- xii. Ability to edit and close alerts
- xiii. Ability to search and filter for alerts
- xiv. Ability to organize alerts by adding tags and stars
- xv. Ability to see the version history for one or more alerts
- xvi. Ability to manage users
- C. Provide different user privilege levels.
- D. Generate a GTFS-realtime service alerts feed.
- E. Generate a JSON version of the GTFS-realtime service alerts.
- F. Generate an RSS feed.
- G. Interface with one or more Twitter accounts (credentials provided by the agency) to publish tweets.
- H. Interface with one or more Facebook accounts (credentials provided by the agency) to publish Facebook posts.
- I. Interface with the GovDelivery system (credentials provided by the agency) to send emails and text messages (SMSs) to subscribers

3.4 GTFS-Realtime Aggregation and Normalization

The Contractor shall provide a sub-system to aggregate and normalize GTFS-realtime feeds for METRO and all Member Agencies. The sub-system shall be able to:

- A. Ingest the following GTFS-realtime feeds for the agencies from Internet-accessible URLs:
 - i. Vehicle Positions (locations)
 - ii. Trip Updates (predictions)
- B. Fetch the GTFS-realtime feeds at a configurable interval.
- C. Modify the locations and predictions based on Service Alerts entered in the Service Alerts Entry and Management sub-system. Examples:
 - i. If a route suspension alert is in effect, then mark all trips for that route as cancelled
 - ii. If a route detour alert is in effect, then mark all stops along the detour as skipped
- D. Provide the ability to suppress predictions for specific modes, routes, directions, trips, or stops.
- E. Provide the ability to suppress locations for specific modes, routes, directions, or trips.
- F. Generate consolidated GTFS-realtime feeds for all agencies including:
 - i. Vehicle Positions
 - ii. Trip Updates
- G. Ensure that no more than 10 seconds latency shall be added by the aggregate of vendor's sub-systems.

3.5 Trip Planning

The Contractor shall provide a sub-system that provides the public with a web-based multimodal trip planning application for planning trips across the entire Houston region including all areas covered by METRO and Member Agencies.

- A. The trip planning application must:
 - i. Provide a user interface that supports both mobile and desktop screens.
 - ii. System shall be WCAG 2.1 AA compliant.
 - iii. Support multimodal routing (e.g., walk to transit, bike to transit, park and ride).
 - iv. Geocode user inputted text for origin and destination into coordinates used for trip parameters.
 - v. Include all transit operators with valid GTFS in the Houston/METRO region.
 - vi. Have the ability to provide itineraries for bikeshare systems that provide data in the GBFS data specification.
 - vii. Supports routing for e-scooter systems that provide data in the GBFS data specification (and provide associated data for banned areas for parking/operation).
 - viii. Provide an overlay of available bikeshare stations and floating bicycles/e-scooters on the map view.
 - ix. User interface allows users to store and recall recent settings, searches, and home/work locations.

- x. Allow for the calculation of fares for trips that span multiple agencies.
- xi. Plan trips using TNC operators as first and last mile components of a multimodal transit trip
- xii. Ingest GTFS-realtime trip updates and use this information to alter routing results based on vehicle delays in the system.
- xiii. Ingest GTFS-realtime service alerts and provide this information within a narrative for the itinerary.
- xiv. Provide a way to view real-time arrival times for stops throughout the system.

B. Intuitive web-based system for updating the trip planner with new GTFS and street network data to include the following:

- i. Must notify agency staff when GTFS datasets are expiring.
- ii. Must allow agency staff to deploy updated GTFS datasets to the trip planner.
- iii. Must give a preview of the extents of the routable area for which the trip planner will provide service.
- iv. Must provide a list of validation issues for each GTFS dataset that may impact how the trip planner performs.
- v. Must notify agency staff once the updated datasets have successfully been deployed to the trip planner or if any issues were experienced during the process.

3.6 Web Service APIs

The Contractor shall provide APIs for the following:

- A. Routes:
 - i. All routes
 - ii. Routes that serve a specific stop
- B. Stops that serve a specific route
- C. Scheduled information: Schedule for a specific route, stop, or trip
- D. Alerts
 - i. All alerts
 - ii. Alerts that apply to specific route or stops
- E. Predictions for a specific route, stop, or trip
- F. Vehicle locations for a specific route or trip
- G. Trip planning: Plan a trip for an origin, destination, date/time, mode set, and other trip parameters

3.7 Security

Contractor shall develop a comprehensive System Security Plan, which identifies the system elements that require protection, and identifies mechanisms, procedures and processes to counter security threats to those elements.

- A. System Security Plan shall describe the intended functionality for each of the system security elements, shall identify security threats, and shall describe procedures, functions and systems for detecting and mitigating those threats.
- B. System Security Plan shall identify system users and describe rules that govern how those users will have access to system data, resources and processes.
- C. System Security Plan shall identify methods of detecting security breaches independent of whether there is a detectable change in the performance of the system.
- D. All data on logged security breach detections shall be confidential and accessible only to users with appropriate access permission.
- E. Security provisions for owned and non-owned communications networks shall be described.
- F. System Security Plan shall be submitted along with the ATP document.
- G. Contractor shall implement system security services to achieve the approved System Security Plan.
- H. At a minimum, System security shall protect the following types of system elements:
 - i. Servers installed at Contractor (or Contractor-controlled) facilities
 - ii. METRO enterprise (business intelligence) network
 - iii. Software source and compiled code
 - iv. Data communications and interfaces
 - v. Other communications and interfaces as might be required for the work
 - vi. System data supplied by METRO
 - vii. System data supplied to third party applications
- I. Contractor shall coordinate with METRO to develop system security elements and procedures to function correctly with existing METRO firewalls.
- J. At a minimum, the System shall provide the following alarms, and shall notify METRO in the event an alarm is triggered:
 - i. Detection of invalid or erroneous data
 - ii. Detection of a security breach
 - iii. Detection of a device or system fault
 - iv. All alarms shall be recorded and stored in a database, along with any history of corrective actions that may be entered by METRO personnel.

4.0 IMPLEMENTATION OF REQUIREMENTS

4.1 Project Management

- A. Contractor shall prepare a System Implementation Plan (SIP), including the detailed implementation activities/schedule, progress milestones/status.
- B. Contractor shall submit the draft SIP to METRO within a week from NTP.
- C. SIP must be approved and accepted by METRO before further work on the project is performed by the Contractor, unless such other work is authorized by the METRO Project Manager.

4.2 System Acceptance Testing

- A. Contractor shall submit an Acceptance Test Procedures document (ATP), for METRO approval, prior to undertaking system acceptance testing.
- B. ATP shall clearly address:
 - i. How each testable system requirement will be demonstrated, including the method for performing the test;
 - ii. The results that will constitute success for each test (expected test results);
 - iii. Responsibilities of both Contractor and METRO representatives during each test; and
 - iv. A cross-reference to which contract requirements are being addressed by each test procedure
- C. ATP shall include an updated matrix of system requirements, to include a cross-reference to the test procedure(s) that serve to address each contract requirement.
- D. ATP document shall include sections covering the following:
 - i. Interface Testing Procedures
 - ii. Accuracy Testing Procedures
 - iii. Web Service Performance Testing Procedures
- E. Contractor shall submit the draft ATP to METRO within one (1) week from Notice-To-Proceed.
- F. Final ATP must be approved by METRO before final testing.
- G. Contractor shall submit a written request to METRO to schedule testing at least one (1) week in advance of testing, indicating the specific tests to be completed, as well as the proposed date, time, and location. Contractor shall be responsible for all travel expenses for the METRO's designated representative(s) to travel to the Contractor's site to witness the testing, if required.
- H. Contractor shall be required to reschedule testing if METRO witnessing representatives cannot be present or if other circumstances prevent testing from taking place as proposed by the Contractor.
- I. System acceptance testing shall be completed within two (2) weeks of the ATP being approved.
- J. Contractor shall submit written Test Results Documentation (TRD) within one (1) week of completing the testing.
- K. TRD shall document the results of each ATP procedure and provide an updated system requirements matrix that indicates which contract requirements have been demonstrated successfully, and those contract requirements that have not been demonstrated successfully.
- L. METRO will not grant System Acceptance (SA) unless all contract requirements have been formally demonstrated through ATP and documented in the TRD.
- M. All deliverables must be approved by METRO as a condition of Contract.
- N. METRO will provide comments to all submissions within five (5) business days.
- O. Contractor shall adjust the implementation timeline as necessary to ensure that the RTAPS service goes online within two (2) months from NTP, unless this deadline is adjusted by METRO.

4.3 Documentation

- A. Contractor shall be responsible for submitting the following deliverables described in other sections of the requirements, in addition to providing the RTAPS service:
 - i. System Implementation Plan (SIP)
 - ii. Acceptance Test Procedures (ATP)
 - iii. Security Plan (SP)
 - iv. Test Results Documentation (TRD)
 - v. GTFS-realtime As-Built Documentation
 - vi. Documentation of design, number, type, description and structure of reports in Section 8.0
 - vii. User guides for each security role type
- B. Contractor shall, for all deliverables, include the file name in the document footer and shall include the file release date in the file name.
- C. Contractor shall submit all deliverables in both MS Word and Adobe Acrobat.

5.0 TECHNICAL SUPPORT

Contractor shall provide technical support for all hardware and software with a 24x7 support line, for the duration of the Contract. Contractor shall answer questions METRO commonly receives and provide interface technical assistance to key-third party application developers at no additional cost to METRO.

6.0 SERVICE LEVELS

As part of this Section 6.0, the Contractor shall perform Work in accordance with Service Level Agreement (SLA) included in Exhibit G of this Contract.

6.1 Measurement Method

To avoid periodic and intermittent fluctuations, a downtime period may begin after observing one to five consecutive minutes of downtime and end when services are restored. Furthermore, downtime must affect core functionality to qualify as a Service Outage.

6.2 Service Desk/Technical Support

Contractor will provide telephone and email access to METRO's personnel for Contractor's Technical Support Service Desk. The Service Desk will provide access to non-automated support 24x7x365 for incident reporting, including requests for defect analysis, troubleshooting, clarification of applicable documentation, feature/function explanation, systems monitoring, and various other technical support activities, as required, for issues with the Services.

- A. Calling a toll-free phone number; and/or
- B. Sending an email to report issues.

Both venues of support shall be available 24 hours per day, 7 days per week.

The Service Desk agent will log in all incoming calls, assign a ticket number, and provide Level 1 Support which entails basic support and troubleshooting, such as password resets, break/fix instructions, ticket routing and escalation to Level 2 and Level 3 support.

Level 2 Support entails break/fix, configuration issues, troubleshooting, and software installations. If necessary, the Level 3 support, if it is out of their skill set or ability to solve.

Level 3 Support involves troubleshooting, configuration, database administration, and repair for server, network, infrastructure, Data Center, email, file shares, and other infrastructure issues

6.3 Software Operation and Maintenance

Contractor shall operate and make available to all Member Agencies, the back-office applications. Contractor will provide updates for the service as required ensuring the services continue to meet the Service Level SLAs, deliverables and requirements as defined herein. The Updates will apply to the entire hosted system environment. From time to time, Contractor may schedule (**with METRO's approval**) intentional downtime for system maintenance or upgrades. Contractor will strive to minimize downtime for maximum availability of the Services.

Contractor shall perform regularly scheduled maintenance of the platform during non-core business hours. Non-core business hours are defined as 12:00 AM to 4:00 am (Central Time Zone). Contractor may schedule additional Scheduled Downtimes outside of the current once-a-month schedule by providing notification to METRO at least three (3) business days in advance; this notification will be provided via the agreed upon Communication Protocol to designated support representatives.

Additionally, any downtime caused by factors outside of Contractor's reasonable control do not factor in to the Monthly Uptime Percentage calculation, including any force majeure event, Internet service or cellular provider unavailability outside of Contractor's platform, or any downtime resulting from outages of third-party connections or utilities ("Excluded Downtime").

6.4 System Reliability and Security

- A. Data Backup and Repository
Contractor shall use industry best practices for cloud-based database backups and archiving. This backup includes, but is not limited to, vehicle location (AVL) and calculated arrival data, and does not include Customer Personally Identifiable Information, which is stored online for six (6) months and then is moved to a Contractor-hosted archive system or cloud eco-system which serves as a cold storage.

B. System Hosting

Contractor shall provision the back-office system within the cloud-based infrastructure including all computer, networking, communications, and application installations. Contractor shall provide all necessary internal communications and hosting space to support the installations and will be responsible for all back-end operations and maintenance. Contractor shall provide the application as a service.

C. System Security

Contractor shall maintain information security policies and procedures that cover operations and maintenance of the back-office cloud environment in accordance with industry best practices, and state and local laws. Contractor shall follow standard Information Technology Infrastructure Library (ITIL) processes for incident, change and problem management in accordance with Contractor's ITIL process guides and its associated ISMS for security management where appropriate.

6.5 Added-Value Services

The Contractor shall provide the following Added-Value Services at no additional cost to METRO:

- A. Contractor shall create the initial GTFS dataset for the four (4) agencies (Woodlands Township, Brazos Transit District, Island Transit, and Connect Transit on behalf of the Galveston County Transit District) that do not currently have GTFS and operate service that can be represented in GTFS format.
- B. Contractor shall provide up to 100 hours per year to update the GTFS datasets for the four (4) agencies listed above. This averages to 25 hours per agency per year, of which the hours can be allocated among the agencies as needed and at METRO's discretion.
- C. Contractor shall provide training and ongoing support so that all agencies can maintain and update their own GTFS after the initial GTFS dataset is created.

7.0 SUBCONTRACTING

Contractors seeking to subcontract (labor or equipment) elements of the System shall be responsible to ensure each of their sub-contractors can comply with this Scope. The list of sub-contractors and their associated roles/responsibilities shall be submitted in writing to METRO for approval. This shall also apply to potential subcontractors who are added throughout the course of this contract. If approved, the Contractor's "Resident Manager" shall remain solely responsible for the performance of their subcontractors throughout the term of the Contract.

8.0 SERVICE REPORTING AND PERFORMANCE

Contractor shall make accessible to METRO, reports on Alerts that have been sent by METRO. The reports should provide an Alert history that is searchable by date, time, or key words. These reports can be made available to the METRO through:

- a website for which the METRO is provided multiple logins, or
- other mutually agreeable means

Contractor shall provide METRO, on a monthly basis, reports on its service availability (uptime). These reports can be made available to the METRO through:

- a daily email to addresses determined by the METRO
- a website for which the METRO is provided multiple logins, or
- other mutually agreeable means

The service availability report shall include for the past month, the total number of minutes, and the percentage, spent in each of the following three states:

- uptime (feeds were available)
- downtime due to a problem with a METRO data source
- downtime due to Contractor

9.0 APPENDICES

- **Appendix A:** Member Services and Existing Systems
- **Appendix B:** Instructions for accessing METRO Real-Time XML Feed
- **Appendix C:** GTFS-realtime feed
- **Appendix D:** GTFS-realtime specification and proto file

APPENDICES

APPENDIX A: MEMBER SERVICES AND EXISTING SYSTEMS

A. Metropolitan Transit Authority (METRO) – Host Agency

The Texas State Legislature authorized the creation of local transit authorities in 1973. In 1978, Houston-area voters created METRO and approved a one-cent sales tax to support its operations. METRO opened for business in January 1979. The Authority has transformed a broken bus fleet into a regional multimodal transportation system. By the end of FY2018, METRO will have carried over 123 million trips across its various services, ranking it among the largest US transit agencies by passenger boardings. METRO services also include Demand Response Pilots, HOV/HOT Lanes, and the METRO STAR Vanpool service. METRO's Core services are:

1) METRO Fixed Route Bus Service

Bus System - METRO provides public bus service utilizing a fleet of buses, hybrid buses, and ARBOC alternative service vehicles. Its passenger facilities include bus stops, Park and Ride and Transit Centers, as well as parking spaces.

2) METROLift Paratransit Service

METROLift is a shared-ride public transit service. In accordance with the Americans with Disabilities Act (ADA), travel times and the timeliness of service are comparable to METRO's fixed route bus service. METROLift is a complementary paratransit service offered by the Metropolitan Transit Authority of Harris County in accordance with the ADA. METROLift provides transportation for persons with disabilities who cannot board, ride or disembark from a METRO fixed-route bus, even if that bus is equipped with a wheelchair lift or ramp. METROLift provides service using wheelchair lift vans and ramp-equipped minivans that accommodate persons using wheelchairs and scooters. Boarding chairs are available to assist any patron who is unable to access the van using the stairs. METROLift is a curb-to-curb service with assistance beyond the curb provided when needed or requested due to disability.

3) METRORail Service

METRORail a fast, convenient way to travel to downtown, midtown, the Museum District, Texas Medical Center, Moody Park and up to the Northline Transit Center / HCC. METRORail lines that serve Houston are the:

Red: The 13-mile Red Line (formerly the Main Street Line) opened in 2004 and today carries an extraordinary 48,000 passengers daily, making it one of the nation's most traveled lines based on boardings per track mile.

Green: The Green Line (East End) travels along Harrisburg from the Magnolia Park Transit Center and through the historic East End to a variety of downtown entertainment and business destinations.

Purple: The 6.6-mile Purple Line (Southeast) begins downtown and travels southeast along Capitol and Rusk to the Palm Center near MLK and Griggs. The Purple line runs through one of Houston's oldest African-American communities and connects to both Texas Southern University and the University of Houston.

B. Fort Bend County Public Transportation Department (FBCPTD)

The Fort Bend County Public Transportation Department (FBCPTD) was formed in June 2005 and is governed by the Fort Bend County Commissioners Court. The FBCPTD offers general public, commuter, demand response, shared ride, and point deviation fixed route bus services to the citizens of Fort Bend County.

1) Demand Response Service

Fort Bend County currently offers shared ride bus services to the citizens of Fort Bend County. The scheduled ride transportation service provides trips within Fort Bend County. Reservations can be made 30 days or up to 1 business day in advance of the appointment time.

There are no transit services available on county holidays. Rides are typically scheduled for first "destination" drop-off by 8:00 AM and last pick-up will be no later than 5:00 PM. Repeat rides may be scheduled in advance. Rides will be accepted on a "time and space" available basis.

2) Job Access and Reverse Commute (JARC)

The JARC transportation service functions as a demand-response route that provides trips within Fort Bend County. The routes operate on a set schedule by reservation. In order to qualify for a scheduled demand-response ride on the JARC service the trip must be education or employment related. Reservations can be made 30 days or up to 1 business day in advance of the appointment time. Rides will be accepted on a "time and space" available basis.

3) Fort Bend Express Commuter Park and Ride

Fort Bend County also offers the Fort Bend Express commuter service that provides weekday service to the Texas Medical Center, Greenway Plaza, and the Galleria. These services consist of rides from Fort Bend County Monday through Friday. Services may begin as early as 4:30 a.m. and end as late as 9:00 p.m. There is no weekend service currently.

C. Harris County Transit

In February 2006, the Harris County Community Services Department (CSD) completed a Comprehensive Transit Strategy utilizing the services of The Goodman Corporation. In June of 2006, the Commissioners Court authorized CSD to be the Administrator of all non-infrastructure Federal Transit Administration (FTA) and Texas Department of Transportation (TxDOT) Transit funds.

The Transportation Division of CSD has obtained consent from the Metropolitan Planning Organization and Harris County METRO to become an additional Federal Transportation Administration recipient of FTA Section 5307 funds. This action was the first step in the process to obtain up to \$4.5 million a year in Federal Grant funds to provide transportation alternatives for residents of Harris County who do not have any transit service. The Office of Transit Services (Harris County Transit) was created by Harris County CSD to begin implementing transit projects.

1) Park and Ride Service

In October 2007, Harris County Transit partnered with the City of Baytown and Houston METRO to launch a successful Park and Ride program from Baytown to the Downtown Business District. This was followed in July 2008 with the creation of a fixed route service in the City of Baytown that exceeded all ridership expectations. In January 2010, fixed bus route service began operating in the cities of La Porte and Pasadena.

2) Non-emergency Medical Transportation Service

Transportation services are available for any non-emergency medical appointment within the service area at no cost to the rider. This service is only for medical necessity trips such as dialysis, chemotherapy, radiation treatments, and other medical appointments. This program is separate from any ADA Paratransit Service which is available in conjunction with fixed route bus service.

3) ADA Paratransit Service

Harris County Transit provides transportation for persons with disabilities who cannot board, ride or disembark from a fixed-route bus, even if that bus is equipped with a wheelchair lift or ramp. Services are provided within $\frac{3}{4}$ of one mile from a fixed route. The service is shared-ride public transit.

D. Woodlands Township

The Woodlands Township has two (2) transportation programs operating within its boundaries: The Woodlands Express Park and Ride service and The Woodlands Town Center Trolleys.

1) The Woodlands Express Park and Ride

The Woodlands Express service provides a comfortable, convenient and economical way to commute. The services operate Monday through Friday, excluding holidays, and destinations include the Texas Medical Center, Greenway Plaza, as well as the Central Business District of Houston.

2) The Woodlands Town Center Trolleys

The Woodlands Town Center Trolleys now serve Hughes Landing! The new expanded route operates year-round, seven days per week, except certain holidays. The free service connects The Woodlands Mall, Market Street, and Hughes Landing with Town Center businesses and residences throughout the service area.

E. Brazos Transit District

The Brazos Transit District (BTD) is a general public transportation provider. It operates Fixed Route, ADA Paratransit Service, and Demand and Response service. BTD was founded in 1974 and covered the seven counties of the Brazos Valley. They now serve 16 counties in Central and East Texas covering over 13,000 square miles with a population of 1,235,930.

1) Fixed Route and ADA Service

Fixed routes travel the same path every hour on the hour beginning and ending at the Transfer Point. Buses may be boarded anywhere along the route so long as you are on the same side of the street as the entrance to the bus. Complementary ADA Paratransit service is available for those unable to access the fixed routes. All buses are ADA accessible.

2) Demand and Response Service

Demand & Response is a shared ride curb-to-curb service for individuals who are either non-disabled or disabled and/or do not have an origin and destination within 3/4 of a mile along the Fixed Routes. With no destination restrictions we can take you anywhere you want to go within our service area. We can take you shopping, to work, visiting friends and family, to medical appointments, or anywhere you need to go.

F. Island Transit

Island Transit is a public transportation system serving Galveston Island. The transit system has been in operation for more than 40 years and has a service area that covers approximately 25 square miles. Galveston has long been known for its historic streetcar system; however, Hurricane Ike severely damaged the vintage steel wheel trolleys. The City of Galveston is currently working to rehabilitate the steel wheel trolleys and has expanded the service area of the streetcar trolleys through the use of rubber tire trolleys. The rubber tire trolleys offer both a Downtown Route and a Seawall Route.

Dial a Ride Service

For individuals who qualify for services under the Americans with Disabilities Act and cannot access the fixed route buses, Island Transit offers Dial-A-Ride Transit Service.

G. Colorado Valley Transit District

Established in 1986, the Colorado Valley Transit District (CVTD) is the first public transit agency in the Houston Galveston Area, and has a reputation for innovation; a practical approach to problem-solving; and promoting partnerships to achieve its objectives of advancing regional mobility. CVTD is a rural transit district organized under Chapter 458 of the Texas Transportation Code as a political subdivision of the state and an entity responsible for transit services in a 3,200 square mile four-county area surrounding Houston. CVTD rural area includes Austin, Colorado, Waller, and Wharton Counties.

CVTD delivers transportation tailored specifically for each of the communities it serves and provides connections between these communities. The service frequency and various locales range from many times a day to once a month.

1) Demand Response Service

Door-to-door and curb-to-curb with a 24-hour advance reservation.

2) Deviated Route Service

Inner city, within a county, or county-to-county. Routes may deviate as applicable.

3) Vanpool Employment Transportation – “STAR”

Vanpool is a convenient, safe, and affordable employment transportation solution. STAR allows 6-15 people, who live and work in the same area, with similar schedules, traveling more than 15 miles from home to work to form a customized route. The monthly cost is based on the shared cost of the van, maintenance, fuel, insurance, tools, parking and any other associated with operating the van. One of the STAR groups becomes the driver. CVTD will provide a monthly discount to qualified vanpools.

H. City of Conroe

The City of Conroe Transit Department was formed in 2013 to meet the transit and mobility needs of all Conroe residents. It manages the bus services and works on other projects to improve mobility within Conroe. The City of Conroe launched its first project, Conroe Connection, in January 2015 to connect people with jobs, services, and shopping along Frazier Street at Loop 336 and in the Dugan area. Conroe Connection is supported with funds from the Federal Transit Administration, the Texas Department of Transportation, and the City's General Fund.

1) ADA Paratransit

In accordance with Americans with Disability Act (ADA) of 1990, the ADA Complementary Paratransit service is a shared ride, curb-to-curb service to ADA-eligible passengers. Service is provided over a 3/4-mile radius of the fixed-route bus system throughout the City of Conroe. Both origin and destination of the trip must be within the eligibility area. Trips can be scheduled up to 7 days in advance, up to the day before the trip. Passengers will be charged \$2.00 for one-way trips. Companions accompanying an ADA eligible passenger will pay the same fare as the ADA eligible passenger. Personal care assistants (PCA) may ride with an ADA eligible passenger free-of-charge.

2) Fixed Route

Conroe Connection operates along Frazier, from North Loop 336 at Wal-Mart and Lowe's to South Loop 336 at Lone Star Family Health and the Conroe Regional Medical Center. We now have two (2) more routes that run West along 105 to the Tri-County Behavioral Health Services and to the North-East Lonestar College. We also loop around the downtown and Dugan area. All

stops are identified by bus stop sign. Hours of operation are Monday through Friday, from 7:00am to 7:00pm. Please do not try to flag the driver down at any location other than a bus stop.

I. Galveston County Transit District

The Galveston County Transit District (GCTD) is a political subdivision of Texas that Texas Transportation Code Chapter 458 authorized to establish in 2010, and therefore receives state funds for transit services. Based on the results of the 2010 U.S. Census, Hurricane Ike caused the City of Galveston to lose its status as a small urbanized area (UZA) and an urban transit district (UTD). Taking over the remaining parts of Galveston County from the Gulf Coast Center, GCTD was created to assist in the planning, funding, and development of regional transit access for all of Galveston County.

GCTD serves as a rural transit district for rural areas in Galveston County and serves as a UTD for the Texas City UZA. GCTD does not operate transit services directly; instead, through interlocal agreements, GCTD passes allocated urban funds to the Gulf Coast Center (GCC) and allocates rural funds to the Gulf Coast Center and the City of Galveston.

GCC, through its transportation program Connect Transit, operates demand-response service in the mainland of Galveston County, and the fixed-route service Mainland Transit and ADA paratransit service within the city limits of Bacliff, Dickinson, La Marque, San Leon, and Texas City. Under an interlocal agreement with GCC, Harris County Transit RIDES provides taxi service to seniors and people with disabilities in Pearland, League City, and Friendswood.

The City of Galveston operates fixed-route bus and ADA paratransit services for Galveston Island through Island Transit. Connect Transit and Island Transit jointly deliver the park-and-ride (P&R) commuter service Island Connect for riders to travel among Galveston Island, League City, and Texas City.

J. Matagorda and Jackson Counties

General Public Transportation Services were added to the programs of Friends of Elder Citizens, Inc in 1995. The service is offered to anyone for medical appointments, school, shopping, or recreation. The service is provided by R-Transit, one of the largest contractors in the State of Texas who provide Public Transportation Service to rural residents. R-Transit provides curb to curb on demand services.

APPENDIX B: INSTRUCTIONS FOR ACCESSING METRO REALTIME XML FEED

How it works:

METRO has a Transit Data API that developers may use in their applications. To get access to our API, developers need to subscribe for it. Then developers can call METRO's API services using the developer key (visit "Your account" page to see your key). Key should be added to request header or typed in the URL.

Example: https://api.ridemetro.org/data/Routes?subscription-key=YOUR_DEVELOPER_KEY

To start:

1. Subscribe to the API that you wish to use.
2. Read the documentation.

APPENDIX C: GTFS-REALTIME FEED

<https://developer-portal.ridemetro.org/>

<https://api.ridemetro.org/GtfsRealtime/TripUpdates?subscription-key=<Your subscription key>>

APPENDIX D: GTFS-REALTIME SPECIFICATION AND .PROTO FILE

<https://developers.google.com/transit/gtfs-realtime/reference/>

<https://developers.google.com/transit/gtfs-realtime/gtfs-realtime-proto>

2 EXHIBIT B: CONTRACTOR'S RELEASE

Pursuant to the terms of METRO Contract No. 7020000181, as amended, and in consideration of the sum of _____ Dollars (\$_____), which has been or is to be paid under said Contract to IBI Group Professional Services (USA) Inc. (hereinafter called the Contractor) or its assignees, if any, the Contractor for itself and its subcontractors, upon payment of the said sum by the Metropolitan Transit Authority (hereinafter called METRO), does release and discharge METRO, its officers, agents, and employees, of and from all liabilities, obligations, claims and demand whatsoever under or arising from the said Contract, except specified claims as follows:

(IF NONE, SO STATE)_____.

IN WITNESS WHEREOF, this release has been executed this ____ day of _____, 20__.

By: _____
(Signature of Company Official)

CERTIFICATE

I, _____, certify that I am _____ (title) of the firm named as the Contractor in the foregoing release; that _____, (name) who signed said release on behalf of the Contractor and its subcontractors, was the _____ (title) of said firm; that said release was duly signed for on behalf of said firm and is within the scope of its powers as so constituted.

By: _____
(Signature of Certifying Person)

(If a Corporation, affix the Corporate Seal)

3 EXHIBIT C: CERTIFICATION OF RESTRICTIONS ON LOBBYING

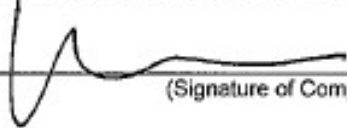
The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions. After a Contract is awarded by METRO, if applicable, the undersigned is also required to submit to METRO's Contracting Officer a signed copy of the Form-LLL, 'Disclosure Form to Report Lobbying,' for all sub-awards at all tiers in excess of \$100,000.00.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Once a Contract is awarded by METRO, the undersigned is also required to submit to METRO's Contracting Officer a signed copy of the certificate for all sub-contracts at all tiers in excess of \$100,000.00.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 19th day of September, 2019

Company Name: IBI Group Professional Services (USA) Inc.

By:  (Signature of Company Official)

Director, US Sector Lead, Intelligence
(Title of Company Official)

4 EXHIBIT D: DEBARMENT AND SUSPENSION FORM

The undersigned certifies, by submission of this certification, that neither the proposer's/contractor's company 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.

If the company is unable to certify to any of the statements in this certification, the company shall attach an explanation to this certification.

I hereby certify that I am authorized to execute this certification on behalf of the company and certify the truthfulness and accuracy of the contents herein or attached hereto to the best of my belief. The company does/does not (strike one) have in-house legal counsel.

Company Name: IBI Group Professional Services (USA) Inc.
By:  9/19/2019
Signature of Company Official Date
Paul Lavallee, Director, US Sector Lead, Intelligence
Title of Company Official

The following shall also be completed if the Company has in-house legal counsel:

The undersigned legal counsel for IBI Group Professional Services (USA) Inc. hereby certifies that Paul Lavallee has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

 9/19/2019
Signature of Company's Attorney Date
Steven Kresak, General Counsel & Corporate Secretary

5 EXHIBIT E: CODE OF ETHICS OF THE METROPOLITAN TRANSIT AUTHORITY

Please refer to the current versions of METRO's Codes of Ethics for METRO Employees and for the METRO Board of Directors at <https://www.ridemetro.org/Pages/ConflictsDisclosure.aspx>

6 EXHIBIT F: SMALL BUSINESS FORMS**Form 1: CONTRACTOR UTILIZATION PLAN FORM*****INSTRUCTIONS TO COMPLETING CONTRACTOR UTILIZATION PLAN FORM***

- The Contractor Utilization Plan outlines the proposer's/bidder's team. All team members must be listed on the form regardless of certification status. Make additional copies of the form if needed to include all team members.
- Information to be provided:
 - Name, contact information and tax identification number of prime, subcontractors and suppliers
 - Description of work to be performed by prime, subcontractors, and products to be provided by the suppliers
 - Certification status of prime, subcontractor and suppliers.
 - Percentage of the contract the prime and each subcontractor and supplier will perform. Total should equal 100%
 - **Price is only included for Invitations for Bid and on the final team plans for Requests for Qualifications or Proposals.**
- Section 1 – Prime Contractor – this Section is for the proposer's/bidder's information.
 - Contact and tax identification information
 - Type of work the prime will perform
 - The certification status of the prime
 - Percentage of the contract the prime will perform
 - The dollar values of the contract for work performed by the prime (see Information note regarding price information)
- Section 2 – Subcontractors – this Section is for all subcontractors' information regardless of SBE/DBE certification status.
 - Contact and tax identification information
 - Type of work the subcontractor will perform
 - The certification status of the subcontractor. **Proof of Certifications must be attached to the form. Confirm acceptable certification in solicitation documents or on METRO website www.ridemetro.org/ - Small Business**
 - Percentage of the contract the subcontractor will perform
 - The dollar values of the contract for work performed by the subcontractor (see Information note regarding price information)
- Section 3 – Suppliers – Manufacturers – this Section is for all supply manufacturer information.
 - Contact and tax identification information
 - Type of product the manufacturer will provide
 - The certification status of the manufacturer. **Proof of Certifications must be attached to the form. Confirm acceptable certification in solicitation documents or on METRO website www.ridemetro.org/ - Small Business**
 - Percentage of the contract the manufacturer will provide – products provided by the manufacturer are counted at 100%
 - The dollar values of the contract for work performed by the manufacturer (see Information note regarding price information)
- Section 4 – Suppliers – Dealers – this Section is for all supply dealer information.
 - Contact and tax identification information
 - Type of product the dealer will provide
 - The certification status of the dealer. **Proof of Certifications must be attached to the form. Confirm acceptable certification in solicitation documents or on METRO website www.ridemetro.org/ - Small Business**
 - Percentage of the contract the dealer will provide – products provided by the dealer are counted at 60%
 - List percentage of effort at 100%
 - List percentage of effort at 60% - this is the amount that will be counted towards the Small Business Goal if provided by a METRO-certified Small Business or TUCP-certified Disadvantaged Business dealer
 - The dollar values of the contract for work performed by the Dealer (see Information note regarding price information)

Contractor presents the following participants in this solicitation and any resulting contract.

Section 1 – PRIME CONTRACTOR		Type of Work to be Performed or Materials Supplied	Indicate if SBE/DBE Y/N		Percent of contract Effort	Price (IFB ONLY)
SBE	DBE					
Name of Business Tax ID No. Business Address Telephone No. Fax No. Contact Person Email Address	IBI Group Professional Services (USA) Inc. 59-1923964 455 East Medical Center Blvd, Suite 500 Houston TX 77289 517.599.9644 _____ Ritesh Warade ritesh.warade@ibigroup.com	Transit Data Consulting; Professional Consulting Services Regional Data Management and Trip Planning	N	N	100%	\$565,000
Section 2 – SUBCONTRACTORS		<div style="text-align: center; font-size: 48pt; font-weight: bold;">N/A</div>	Indicate if SBE/DBE Y/N		Percent of contract Effort	Price (IFB ONLY)
			SBE	DBE		
Name of Business Tax ID No. Business Address Telephone No. Fax No. Contact Person Email Address						
Name of Business Tax ID No. Business Address Telephone No. Fax No. Contact Person Email Address						

Contractor presents the following participants in this solicitation and any resulting contract.

Section 3 – SUPPLIERS – MANUFACTURERS 100%						Counts for 100% toward small business goal when purchased from small business manufacturer (see Instructions to Bidders/Proposers).			
Name of Business		Type of Work to be Performed or Materials Supplied		Indicate if SBE/DBE Y/N		Percent of contract Effort (100%)	Price (IFB ONLY)		
				SBE	DBE				
Tax ID No.		N/A							
Business Address									
Telephone No.									
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Contact Person									
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Contractor presents the following participants in this solicitation and any resulting contract.

Section 4 – SUPPLIERS – DEALERS 60%		Counts for 60% tiered small business goal when purchased from small business regular dealer (see Instructions to Bidders/Proposers).				
Type of Work to be Performed or Materials Supplied		Indicate if SBE/DBE YES		Percent of contract effort		Price (FIS ONLY)
		SBE	DBE	% of Effort	At 100%	
Name of Business _____ Tax ID No. _____ Business Address _____ Telephone No. _____ Fax No. _____ Contact Person _____ Email Address _____	N/A					
Name of Business _____ Tax ID No. _____ Business Address _____ Telephone No. _____ Fax No. _____ Contact Person _____ Email Address _____						

TOTAL AMOUNT OF BID/PROPOSAL SBE/DBE Participation

PRIME: \$ 555,000 100 %

SUBCONTRACTOR(S): \$ 0 0 %

SUPPLIER(S) MANUFACTURERS: \$ 0 0 %

SUPPLIER(S) DEALERS: \$ 0 0 %

TOTAL BID/PROPOSAL AMOUNT: \$ 555,000 100 %

The Contractor agrees to adhere to this Plan submitted unless a waiver is received from the Office of Small Business. Any changes in the Plan regarding the proposed use of certified subcontractors in discharging the contract duties must be approved by the Office of Small Business. The approval of the Office of Small Business will not be unreasonably withheld upon a showing of good cause to make the change.

Submitted By: *[Signature]* 05/11/2020 (Date)
Signature of Owner/Officer of Business

Business Name: IBI Group Professional Services (USA) Inc.

Address: 455 East Medical Center Blvd. Suite 500 Houston TX 77269

Telephone/Email: 617.899.9544; mresh.warade@ibigroup.com

7 EXHIBIT G: CONTRACTOR'S SERVICE LEVEL AGREEMENT FOR SAAS & SOFTWARE AS A SERVICE AGREEMENT

(continue to next page)



Software as a Service Agreement

This Software as a Service Agreement (the "**Agreement**") is made as of the **Effective Date** of METRO Contract No. 7020000181, between **The Metropolitan Transit Authority of Harris County, Texas** and **IBI Group Professional Services (USA) Inc.** (together, the "**Parties**") for the license of certain software as provided below.

The Metropolitan Transit Authority of Harris County, Texas 1900 Main Street, 8th Floor Houston, Texas 77002 P.O. Box 61429	and	IBI Group Professional Services (USA) Inc. 455 East Medical Center Blvd, Suite 500 Houston, TX 77289 "IBI"
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"Licensee"

Project Background:

This Agreement sets the terms, rights, restrictions and obligations for using the software services (the "**Services**") and user manual (the "**Documentation**"), as each are identified in Schedule 1 attached hereto, and any enhancements, changes, corrections, improvements, translations, adaptations, revisions, developments, upgrades or updates thereto (the "**Modifications**") that IBI may provide to Licensee pursuant to the terms of separate support or modification agreements between IBI and Licensee.

Licensee and IBI wish to enter into this Agreement whereby IBI will grant Licensee a limited licence to use the Services pursuant to the following terms and conditions.

In consideration of the terms and conditions set out herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties agree as follows:

Article I.– Services

Section 1.01 **Services** – IBI hereby grants Licensee, for the internal use of Licensee only, a personal, non-assignable, non-transferable, time limited, non-sub-licensable and non-exclusive license to use the Services and Documentation as provided

in Schedule 1, all in accordance with the terms set forth herein.

(a) **Limitations** – Licensee may use the Services only for the purpose of:

- (i) undertaking the permitted activities described in Schedule 1; and
- (ii) publishing the Service's output to Licensee and third parties.

(b) **Restrictions** – Licensee shall not:

- (i) create derivative works from the Services;
- (i) copy the Services or Documentation;
- (ii) market, distribute, export, translate, transmit, merge, modify (except as explicitly permitted under a separate modification agreement), transfer, adapt, loan, rent, lease, assign, share, sub-license or make available the Services, in any way, in whole or in part, to another individual, sole proprietorship, corporation, limited liability corporation, not-for-profit corporation, partnership, trust, association, joint venture, unincorporated organization, any organization of local, provincial, state or federal government or any agency or instrumentality thereof and any other judicial entity recognized by law (each a "**Person**");
- (iii) reverse engineer, decompile or disassemble the Services, or electronically transfer or translate it into another computer language;
- (iv) use the Services for commercial purposes such that a Person is required to pay or provide other consideration for access to the Services, including in cases where access to the Services are behind a website paywall;

- (v) share information about the Services or Documentation with any third party without the written consent of IBI, except to the extent required by law;
 - (vi) remove or alter any patent, trade-mark, copyright or confidential information notices, or any other indicia of IBI's or its suppliers' ownership of, or rights in, the Services or Documentation; or
 - (vii) otherwise use the Services except as authorized herein.
- (c) **Acceptable Use** - Licensee shall not send, submit, post, receive or otherwise facilitate, or in any way use, or permit to be used, the Services to send, submit, post, receive or otherwise facilitate the transmission of, any materials that are abusive, obscene, profane, sexually explicit, threatening, or materials containing blatant expressions of bigotry, racism or hate.
- (d) **Compliance with Laws** - Licensee shall comply with all applicable laws when using the Services and Documentation (including, but not limited to export/import laws -- the Services may include encryption technologies that are subject to United States, United Kingdom, European Union and Canadian export controls and Licensee may not access or use Services outside of the United States of America, United Kingdom, European Union or Canada without IBI's prior written consent).
- (e) **Unauthorized Use** – Licensee agrees to take all reasonable precautions to prevent third parties from using or accessing the Services in any way that would constitute a breach of this Agreement including, without limitation, such precautions as Licensee would otherwise take to protect its own proprietary software or hardware or information. Licensee maintain all usernames and passwords related to the Services in strict confidence.
- (f) **Authorized Users** - Licensee may provide access to and permit the use of the Services and Documentation by those of its officers, employees and independent contractors (provided such independent contractors have first agreed to abide by the confidentiality and use restrictions set out herein in respect of the Services and Documentation) who are authorized by Licensee ("**Authorized Users**") as necessary for, and in conjunction with,

Licensee's authorized use of the Services and Documentation, and may abridge or condense the Documentation in connection therewith, provided that the copyright to any derivative work shall belong to IBI. Licensee shall reproduce with such copy or work any trade-mark, copyright and other notices, or any other indicia of ownership contained in, or associated with, the Documentation. Licensee acknowledges and agrees that Licensee shall be responsible for all uses made by Licensee or its Authorized Users of the Services.

(g) **Third Party Software** – Licensee acknowledges that:

- (i) the Services operates in, connects to and/or interfaces with certain third party operating systems, applications and other software, that Licensee is responsible for obtaining, installing, supporting and maintaining such software, and that IBI shall not, unless otherwise agreed to by the parties, be responsible for obtaining, installing, supporting or maintaining any such software; and
 - (ii) certain third party software is incorporated into the Services and that the such third party software is licensed to Licensee as part of the Services and may be subject to additional terms as more particularly set out in Schedule 1 to this Agreement, and that this Agreement does not grant Licensee the right the use such third party software in any manner other than in connection with Licensee's authorized use of the Services in the manner provided herein and in compliance with the applicable additional terms as more particularly set out in Schedule 1.
- (h) **Suspension** - Notwithstanding any other provision in this Agreement, IBI may suspend use of the Services if IBI reasonably believes that Licensee or its Authorized Users have failed to comply with this Agreement or that Licensee's continued use of the Services may materially impact the Services or any element thereof.

Section 1.02 Modifications/Feature Request – The license to use the Services granted herein does not grant Licensee any right to use any software comprising the Services separate from the Services.

Licensee is not entitled to gain access to the source code to such software or modify or adapt such software or the Services, Licensee may request additional features in the Services, provided, however, that (a) Licensee shall waive any claim or right to such features should features be developed by IBI; (b) Licensee shall be prohibited from developing the feature, or disclose such feature request to any Person, or disclose the feature to any Person without the written approval of IBI; (c) Licensee warrants that such requested feature does not infringe any Person's patent, trademark, trade-secret or any other intellectual property right or any kind, wherever held in the world; and (d) Licensee conceived, envisioned or devised the requested feature to address a specific need of Licensee. The development of the feature or features by IBI shall be subject to the terms of a separate agreement between IBI and Licensee and at additional cost to Licensee over and above the fees paid by Licensee under this Agreement, and with separate service fees to be agreed between IBI and Licensee.

Section 1.03 Service Level Objective - IBI shall use commercially reasonable efforts to provide Licensee with access via the Internet to the Services (for the period specified herein) for the purpose of permitting Licensee to utilize the Services as set out in Schedule 1. Unless otherwise stated in Schedule 1, IBI undertakes to provide such access during such period on a 24-hours per day and 365 days per year basis and to operate the Services so that it is available for a minimum of ninety-seven (97%) percent of each calendar quarter, excluding regularly scheduled maintenance, repairs, or upgrades. IBI will use commercially reasonable efforts to schedule such activities so that they occur between 8:00pm and 6:00am Eastern Time (UTC - 05:00).

Section 1.04 Internet - Licensee acknowledges and agrees that Licensee is responsible for obtaining its own access to the Internet and that IBI shall not provide such access or any services in relation thereto. IBI's service level objectives set out above do not include, under any circumstances, any issues or limitations arising from any portion of the Internet or Licensee networks, hardware or software. Licensee acknowledges and agrees that most information shared or communicated when using the Services is undertaken through the Internet and, even though it may be encrypted using industry accepted encryption technologies, such communications occur in an unsecured environment and may be intercepted by others.

Section 1.05 Restricted Systems - Licensee will not attempt to, nor permits it Authorized Users to, enter restricted areas of IBI's computer systems or perform functions that Licensee is not authorized to perform pursuant to this Agreement. IBI may, without notice, temporarily suspend Licensee, or any of its Authorized User's, or any other party's access to the

Services or Documentation, (including, without limitation, any specific areas hosted within the Services) by deactivating any password(s) or links to the Internet if IBI reasonably suspects that Licensee, or any of its Authorized Users, or any other parties are obtaining unauthorized access to IBI's other systems or information, or are using otherwise valid user identifications or passwords in any other unauthorized manner. These suspensions will be for such periods of time as IBI may reasonably determine is necessary to permit the thorough investigation of such suspended activity. Notwithstanding any other provision in this Agreement, IBI may terminate this Agreement, or any portion of the licenses granted herein, immediately, without notice, if it is determined that Licensee or its Authorized Users have undertaken such unauthorized activity.

Article II. – Fees & Payment

Section 2.01 Payment – In consideration of the license to use the Services set out under Section 1.01, Licensee shall pay IBI the fees specified in Schedule 2. Payment of the fees shall be in accordance with Schedule 2. Licensee's failure to remit payment within thirty (30) days of receipt of an invoice from IBI shall be considered a breach of this Agreement and IBI may suspend the Services.

2.02 Client shall be entitled to a refund, rebate, compensation, or restitution only under the terms of the service levels set out in Schedule 1.

Article III. – Confidentiality

Section 3.01 Confidential Information – Each of IBI and Licensee shall use reasonable efforts (and, in any event, efforts that are no less than the efforts used to protect its own Confidential Information (as defined herein)) to protect from disclosure such information that is the Confidential Information of the other. Each of IBI and Licensee shall not disclose the Confidential Information of the other Party to any Person, other than to its employees or agents who require access to it for the purposes of, and in accordance with the terms of, this Agreement. Each of IBI and Licensee (the "**Indemnifying Party**") agree to indemnify the other (the "**Indemnified Party**") for all losses incurred by the Indemnified Party as a result of a failure of the Indemnifying Party to comply with its obligations under this Section 3.01 provided that the Indemnified Party has given prompt notice of any such claim and, to the extent that a claim may lie against a third party for the unauthorized disclosure of such Confidential Information, the right to control and direct the investigation, preparation, action and settlement of each such claim and, further, provided that the Indemnified Party reasonably co-operates with the Indemnifying Party in connection with the foregoing and provides the Indemnifying Party with all information in the Indemnified Party's possession

related to such claim and such further assistance as reasonably requested by the Indemnifying Party.

"Confidential Information" means all data and information relating to the business and management of either Party, including the Services, Documentation, trade secrets, technology and accounting records, terms of this Agreement to which access is obtained hereunder by the other Party, and any materials provided by IBI to Licensee provided, however, that Confidential Information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the other Party;
- (b) is already in the rightful possession of the other Party prior to its receipt from the other Party;
- (c) is rightfully obtained by the other Party from a third party;
- (d) is disclosed with the written consent of the Party whose information it is; or
- (e) is disclosed pursuant to court order or other legal compulsion.

Section 3.02 System Security Requirements: IBI has used commercially reasonable efforts to implement and maintain technical and organizational measures consistent with prevailing information technology industry standards. However, IBI cannot guarantee that either or both, Authorized Users, and/or unauthorized third parties will never be able to defeat those measures and expressly denies any responsibility for damages, monetary or otherwise, resulting from unauthorized third party access to the Licensee's account, use, alteration, or disclosure of the Licensee's data and/or Confidential Information.

Article IV. Intellectual Property & Licensee Data

Section 4.01 Intellectual Property – IBI and Licensee acknowledge and agree that as between the Parties, IBI is and shall be the owner of the Services, the Documentation, and all related Modifications, written materials, logos, trademarks, trade names, copyright, patents and trade secrets, whether registered or unregistered. No proprietary interests or title in or to the intellectual property in the Services, the Documentation or any Modifications is transferred to Licensee by this Agreement. IBI reserves all rights not expressly licensed to Licensee hereunder.

Section 4.02 Licensee Content: Licensee hereby grants IBI a limited, worldwide, non-exclusive, non-transferable (except in accordance with Section

2.02) license, without a right of sublicense, to access, use, reproduce, electronically distribute, transmit, perform, format, display, store, archive, and index the Licensee Content for the purpose of supporting the Licensee's use of the Services and providing Services to the Licensee. IBI may also use Licensee Content solely for the purpose of supporting and developing the Services, provided that when doing so, IBI shall only use Licensee Content in an anonymized and aggregated way such that no Licensee Content is capable of being attributed to, or otherwise connected with, the Licensee, the Licensee's operations or any of the Licensee's employees, customers, contractors (other than IBI) or third party representatives.

"Licensee Content" means all information and data (including text, images, photos, videos, audio, and documents) or any other content in any media and format provided or made available to IBI by or on behalf of Licensee in relation to the use of the Services.

Section 4.03 Responsibility for Licensee Content: Licensee is solely responsible for the Licensee Content that it or its Authorized Users upload, publish, display, link to, or otherwise make available via the Services, and the Licensee agrees that IBI is only providing a means for the online distribution and publication of Licensee Content. IBI will not review, share, distribute, or reference any Licensee Content except as provided herein, or as may be required by law. Notwithstanding the foregoing, IBI retains the authority to remove any Licensee Content uploaded that it deems in violation of this Agreement, at its sole discretion.

Section 4.04 Back-Up - IBI will use commercially reasonable efforts to maintain daily back-up's of the Licensee Content stored within the Services and to, upon becoming aware of a data loss or corruption, restore the Licensee Content to the Services to the last available and uncorrupted back-up. Except as expressly provided herein, IBI shall not be responsible or liable for the deletion or accuracy of Licensee Content, the failure to store, transmit, encrypt (or otherwise secure) or receive Licensee Content, or the storage, transmission, encryption (or other security) or receipt of any other communication involving the use of the Services. Licensee is solely responsible for the Licensee Content. IBI will make backups available to Licensee from time to time of its Licensee Content and recommends that Licensee maintain such back-up copies. Licensee and its Authorized Users are solely responsible for applying the appropriate level of access rights to Licensee Content stored within the Services.

Section 4.05 Data Compilation. Licensee consents to IBI collecting, gathering, compiling and analyzing the data arising from the use of the Services, to IBI compiling or otherwise combining this

data with similar data of other users of the Services, and to IBI utilizing such compiled or combined data to operate, manage and develop the Services, to undertake research and analysis and to develop and offer additional services and products, so long as such data is compiled or combined in a manner that will not in any way reveal the data as being attributable to Licensee, its businesses, operations or undertakings or its partners, suppliers, licensors, customers or others with whom Licensee interacts. .

Article V. – Liability and Indemnification

Section 5.01 IBI LIABILITY – THE SERVICES ARE PROVIDED ON A STRICTLY ‘AS IS’, ‘AS AVAILABLE’ AND ‘WITH ALL FAULTS’ BASIS AND THE SERVICES ARE NOT GUARANTEED. IN NO EVENT SHALL IBI, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR AFFILIATES, BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES; (B) ANY OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE THE SERVICES, DOCUMENTATION OR MODIFICATIONS; (C) DAMAGES OR COSTS RELATING TO THE LOSS OF PROFITS, SAVINGS, BUSINESS, GOODWILL, DATA, OR COMPUTER PROGRAMS; (D) PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES; (E) CONTRIBUTION INDEMNITY OR SET OFF IN RESPECT OF ANY CLAIMS AGAINST THE OTHER PARTY; (F) ANY DAMAGES WHATSOEVER RELATING TO THIRD PARTY PRODUCTS OR SERVICES; OR (G) ANY DAMAGES RELATING TO INTERRUPTION, DELAYS, ERRORS OR OMISSIONS. IBI GIVES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO UNINTERRUPTED OR ERROR FREE OPERATION, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IBI’S CUMULATIVE LIABILITY FROM ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SERVICES.

Section 5.02 Indemnification – To the extent allowed by law, Licensee shall indemnify and hold harmless IBI, including its directors, officers, agents, employees and affiliates from and against any claims, demands, or causes of action whatsoever relating to the Agreement, including without limitation those arising on account of: (a) Licensee’s use of the Services, Modifications or Documentation; or (b) any breach of this Agreement by Licensee, its officers, employees, agents or representatives. IBI shall

promptly notify Licensee in case of any claim and prior to any settlement in relation to such claim.

Article VI. – Agreement Term, Termination and Extension

Section 6.01 Term – This Agreement commences on the date set out in the Service Contract. This agreement continues for the duration set out in the Service Contract and any renewals thereafter.

Section 6.02 Termination for Breach – Licensee acknowledges that if it breaches any of the provisions of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice of such breach, the license to use the Services and Documentation provided hereunder shall terminate immediately upon notice, but all provisions of this Agreement except Section 1 will survive termination and continue in effect.

Section 6.03 Effect of Termination – At the termination of the Agreement Licensee agrees that: (a) upon any termination, to stop all use of the Services and to destroy (or permanently erase in the case of electronic files including but not limited to files stored or otherwise hosted by receiving party on any cloud-based platform) all copies of the Documentation; and (b) all outstanding fees due to IBI shall immediately become due and payable by Licensee to IBI.

Article VII. – Dispute Resolution

Section 7.01 Management of Dispute Resolution – Except for breaches of Sections 3 and 4, Licensee and IBI will make every reasonable effort to resolve any disagreement, conflict or controversy, in any form, arising between Licensee and IBI in connection with this Agreement by amicable, confidential negotiations. Both Licensee and IBI agree to provide frank, candid and timely disclosure of relevant facts, information and documents to facilitate negotiations without prejudice to their respective legal rights and recourse.

Section 7.02 Consent to Injunction – Without limiting any other rights or remedies available to IBI in law or in equity, Licensee acknowledges and agrees with IBI that the breach by it of any of the provisions of this Agreement would cause serious and irreparable harm to IBI which could not adequately be compensated for in damages and, in the event of a breach by Licensee of any of such provisions, Licensee hereby consents to an injunction being sought against it restraining it from any further breach of such provision.

Article VIII. - Monitoring of Services

Section 8.01 IBI has the right to monitor Licensee's, its Affiliates and its and their respective Authorized Users' use of the Services to verify compliance with the terms of this Agreement.

Article IX. - Interpretation, General Provisions

Section 9.01 **Agreement Documentation** – This Agreement includes:

- (a) this Agreement, including:
 - Schedule 1 – Services and Documentation;
 - Schedule 2 – Fee Schedule; and
 - any other schedule/attachment affixed at time of execution; and
- (b) any amendments executed by both Parties from the date hereof.

Section 9.02 **Severability** – If any term, condition or obligation of this Agreement, or the application of any term, condition or obligation to the Parties or to any other Persons is to any extent held invalid or unenforceable under any applicable legislation or rule of law, such holding will be applied only to that provision(s), with the remainder of this Agreement remaining in full legal force and effect.

Section 9.03 **Interpretation of Documents** – If a conflict or inconsistency arises between this Agreement and its Schedules, then the main body of the Agreement will govern over the Schedules to the Agreement. Later amendments to this Agreement will govern over earlier provisions of the Agreement.

Section 9.04 **Force Majeure** – No Party is liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event will not be considered beyond one's reasonable control if an objective business person in the same or similar situation or circumstance would have put in place contingency plans to either materially mitigate or negate the effects of such event. For purposes of this Agreement such events may include, but are not limited to, strikes or other labour disputes, severe weather disruptions or other natural disasters, acts of God, epidemics, fires, riots, war or other national states of emergency, communication line or power failure, failure in operability or destruction of IBI's third party vendor's systems, platforms, networks or technologies. If a Party seeks to excuse itself from an obligation(s) under this Agreement by reason of such an event, that Party will immediately notify the other Party of the delay or non-performance, the

reason for it and the anticipated period of delay due to the force majeure event. If the anticipated or actual delay or non-performance exceeds thirty (30) days, the other Party may terminate this Agreement by giving notice of termination. Notwithstanding the foregoing, the occurrence of a force majeure event shall not reduce a Party's obligations to make any payment required under this Agreement.

Section 9.05 **Notices by Prescribed Means** – Notices under this Agreement are to be in writing and are to be delivered by postage-paid envelope, personal delivery or email. Notices will be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) days after such notice is mailed; (b) in the case of personal delivery, one (1) day after such notice is received by the other Party; or (c) in the case of email, as of the date of the time stamp evidenced on the computer of the sender. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the Parties expressly agree in writing to additional methods of notice, notice under this Agreement may only be provided by the methods contemplated in this Section 9.05.

Section 9.06 **Electronic Records/Transmittal** – IBI and Licensee may transmit, and will accept services related correspondence, documents, text, data, drawings, information and graphics, in electronic media or digital format, directly, through access to a secure website or through software, in accordance with a mutually agreed protocol and agreement, as applicable, between IBI and Licensee.

Section 9.07 **Governing Law** – IBI and Licensee agree that this Agreement and legal actions concerning its validity, interpretation and performance will be governed and interpreted in accordance with: (i) if Licensee's address first written above is in Canada, the laws of the Province of Ontario, Canada; (ii) if the Licensee's address first written above is in the United States, the laws of the State of Texas; and (iii) if the Licensee's address first written above is in a jurisdiction other than Canada or the United States, the laws of England and Wales; in each case, without reference to conflicts of laws principles. It is further agreed by the Parties that any legal action arising under this Agreement will be brought in a court of competent jurisdiction in that jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods, and any local implementing legislation, does not apply to this Agreement.

Section 9.08 **Entire Agreement** – Except as expressly provided in this Agreement, no other terms, conditions or warranties, express or implied, form a part of this Agreement. Amendments to this Agreement must be in writing and signed by both Parties. It is expressly agreed that the terms and conditions of this Agreement shall supersede the

terms or conditions in any concurrently or subsequently provided purchase order or other document provided by Licensee and no terms or conditions included in any such documents shall apply to this Agreement or the Services provided hereunder, notwithstanding acceptance by IBI of such purchase order, or execution or acknowledgment of same by IBI, unless such terms or conditions expressly amend or supplement this Agreement and such amendment or supplement is expressly agreed to in writing by IBI

Section 9.09 IBI Not a Partner, Agent or Employee – Nothing in this Agreement will have the effect of creating a partnership, agency or employment relationship between Licensee and IBI or any of IBI's directors, officers, partners, agents, employees, affiliates, subconsultants or volunteers.

Section 9.10 Assignment – Licensee may not transfer or assign any rights or duties under, or interest in, this Agreement, without the prior written consent of IBI.

Section 9.11 Successors, Assigns and Beneficiaries – IBI and Licensee agree to be bound, as are their respective successors, executors, administrators and legal representatives, in respect of all terms, conditions and obligations pursuant to this Agreement.

Section 9.12 Currency – All references in this Agreement to currency denominations and currency will be as specified in Schedule 2.

Section 9.13 Agreement Execution – This Agreement may be signed in counterparts and each

such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. This Agreement may be executed and delivered by electronic transmission and IBI and Licensee may rely on such electronic signature as though such were an original signature.

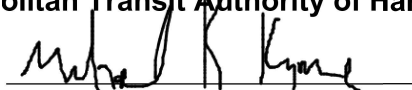
Section 9.14 Language of Agreement – The Parties confirm that it is their wish that this Agreement and any other documents delivered or given pursuant to this Agreement, including notices, have been and shall be in the English language only. Les Parties aux présents confirment leur volonté que cette convention de même tous les documents, y compris tous avis, s'y rattachant, soient rédigés en anglais seulement.

Section 9.15 Miscellaneous – The Parties agree that the following rules should be applied when interpreting the words of this Agreement, unless this Agreement expressly states otherwise: (a) all references to one gender apply equally to both; (b) definitions of nouns in the singular also apply to the plural, and vice versa; (c) any use of the term "including," if followed by a list for example, will be interpreted to mean "including, without limitation." References to "sections," "paragraphs," "clauses" and "provisions" are references to portions of this document only, unless the reference expressly states otherwise. The titles to each of the sections of this Agreement are intended only to facilitate convenient reference; the Parties agree that those titles are not part of the Agreement and should not be used to interpret any part of this Agreement.

[Signature pages immediately follow.]

This Agreement is executed with effect as of the date set out on the first page of this Agreement.

The Metropolitan Transit Authority of Harris County, Texas



Name: Michael Kyme

Title: Chief Procurement Officer

Name: _____

Title: _____

IBI Group Professional Services (USA) Inc.



Name: Paul Lavallee

Title: Director, US Sector
Lead, Intelligence



Name: Ritesh Warade

Title: Director

Schedule 1 – Services

See Exhibit A: Scope of Services

Schedule 2 – Fee Schedule

See Section II.3

IBI's Payment of Taxes and Duties – Unless expressly agreed in writing, Licensee will pay all applicable federal, provincial, state and municipal taxes, including sales, value added, payroll and excise duties and taxes, incurred with respect to the provision of the Services under this Agreement.

IBI Representative:

IBI designates the person below as the representative authorized to act on IBI's behalf with respect to this Agreement ("**IBI's Representative**"). Pursuant to Section 9.05 of this Agreement, IBI's Representative will be authorized to receive notices, transmit information and make binding decisions regarding IBI. The name, title and contact information of IBI's Representative is:

Name: Ritesh Warade
Title: Director
Address: 455 East Medical Center Blvd, Suite 500
Houston, TX 77289
Email: ritesh.warade@IBIGroup.com
Phone: 619-699-9544

Licensee Representative:

Licensee designates the person below as the representative authorized to act on Licensee's behalf with respect to this Agreement ("**Licensee's Representative**"). Pursuant to Section 9.05 of the Agreement, Licensee's Representative will be authorized to receive notices, transmit information and make binding decisions regarding Licensee. The name, title and contact information of Licensee's Representative is:

Name: Randy Frazier
Title: Chief Technology Officer
Address: 1900 Main Street, Houston, Texas 77002
Email: Randy.Frazier@ridemetro.org
Phone: (713) 739-4841

Standard Agreement

Service Level Agreement

Software as a Service (SaaS)



Prepared for Houston METRO
by IBI Group Inc.

September 24, 2019

Document Control Page

CLIENT:	Houston METRO
PROJECT NAME:	
REPORT TITLE:	Service Level Agreement
IBI REFERENCE:	
VERSION:	1.0
DIGITAL MASTER:	
ORIGINATOR:	James Barbosa
REVIEWER:	Sam Hickey
AUTHORIZATION:	Ritesh Warade
CIRCULATION LIST:	
HISTORY:	

Table of Contents

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3	Non-Exclusivity	3
4	Definitions	4

IBI Group hereby agrees to the following additional terms regarding the provision of software services:

1 System Availability

The service is deemed available when it is accessible, materially functional, and capable of meeting contracted performance requirements. IBI Group shall provide support 24 hours per day, 7 days per week, 365 days per year.

This Service Level Agreement applies to the following software as a service elements:

- Data Tools
- TRANSIT-alerts
- TRANSIT-realtime
- OpenTripPlanner

IBI Group will not be penalized for failures of systems furnished or supplied by others, including those that supply data used by the service, and those that provide connectivity to end users.

IBI Group will be responsible for reporting service availability on a monthly basis, and will engage in active monitoring on a daily basis, to ensure that all fault monitoring and notification systems are fully operational. Downtime (defined as issues with Severity 1 in the table in Section 2) will be calculated from the time of the first notification of service unavailability, whether such notification is the result of active monitoring, received from a fault monitoring and notification system, or received from the customer or its representatives. Downtime will exclude regularly scheduled maintenance, repairs, or upgrades. If service availability falls below the minimum monthly service availability, IBI Group will provide credit to the customer, in accordance with the table below, on the invoice for the subsequent month of service.

MONTHLY AVAILABILITY	CREDIT (% OF MONTHLY SERVICE FEE)
99.9% to 100%	0%
98.0% to 99.8%	5%
95.0% to 97.9%	20%
90.0% to 94.9%	45%
89.9% or below	100%

For example, if service availability is measured to be 96% in a given month, then IBI Group will include a credit in the amount of 20% of the service fee for that month (or prorated equivalent), on the invoice for the subsequent month of service.

In the event there is no invoice for the subsequent month of service, the amount of the credit shall be remitted directly to the customer. The customer, at its sole discretion, may waive any penalties based upon precipitating events such as: acts of God, major power or telecommunication system failures, and/or best effort attempts to maintain service.

2 Issue Reporting and Resolution

IBI Group shall provide the customer and its representatives with access to an issue reporting or 'ticketing' system, for the purpose of reporting and tracking system issues, from the point of ticket creation (i.e. issue notification receipt), through to the resolution of the issue. IBI Group may request that additional information be provided during this process, to enable or facilitate issue identification and resolution. Applicable issue (i.e. ticket) severities, and maximum response and resolution times, are defined within the table below.

ISSUE SEVERITY MATRIX			
Severity 1	Severity 2	Severity 3	Severity 4
Out-of-service condition or severe service degradation	Significant loss of service or high business / operations impact	Loss of service with low to moderate business / operations impact	A request for information or enhancement
Complete or substantial loss of service rendering service unusable	High visibility loss of service (e.g. significantly impacting the public)	Degradation of service with low to moderate business / operations impact	Notifications / alerts with no business / operations impact
Mission-critical function unavailable	Core function unavailable	Non-core function unavailable	Failure of redundant system
Ticket Response and Resolution Times			
Response within 15 minutes of notification receipt	Response within 4 consecutive business hours of notification receipt	Response within 8 consecutive business hours of notification receipt	Response within 16 consecutive business hours of notification receipt
Resolution within 6 hours of notification receipt	Resolution within 8 consecutive business hours of notification receipt	Resolution within 10 consecutive business days of notification receipt	Resolution within 30 consecutive business days of notification receipt

Both response and resolution times are calculated from the time of first notification receipt. If a newly reported issue contains insufficient information to immediately identify or reproduce the issue (e.g. 'service isn't working correctly'), the resolution time for that issue is calculated from the time that sufficient information is received or gathered.

Any email response or update to a newly created ticket by IBI Group personnel shall be considered a response; this includes changing the status of the ticket (e.g. to 'in-progress'), assigning the ticket to specific support person, or commenting on the ticket (e.g. to request additional information). Penalties shall be incurred by IBI Group for non-compliance with the ticket resolution times set forth above.

ISSUE RESOLUTION TIME NON-COMPLIANCE PENALTIES							
Severity 1	Credit	Severity 2	Credit	Severity 3	Credit	Severity 4	Credit
Late by less than 2 hours	5%	Late by less than 4 hours	5%	Late by less than 4 consecutive business days	5%	Late by less than 6 consecutive business days	5%
2 hours to < 4 hours late	10%	4 hours to < 8 hours late	10%	4 consecutive business days to < 8 consecutive business days late	10%	6 consecutive business days to < 12 consecutive business days late	10%
4 hours to < 8 hours late	15%	8 hours to < 16 hours late	15%	8 consecutive business days to < 16 consecutive business days late	15%	12 consecutive business days to < 24 consecutive business days late	15%
8 or more hours late	100%	16 or more hours late	80%	16 or more consecutive business days late	50%	24 or more consecutive business days late	25%

IBI Group will provide credit (% of monthly service fee) to the customer, in accordance with the table above, on the invoice for the subsequent month of service. For example, if it takes IBI Group 13 hours to resolve a Severity 2 ticket (i.e. 5 hours late), then IBI Group will include a credit in the amount of 10% of the service fee for that month (or prorated equivalent), on the invoice for the subsequent month of service.

In the event there is no invoice for the subsequent month of service, the amount of the credit shall be remitted directly to the customer. The customer, at its sole discretion, may waive any penalties based upon precipitating events such as: acts of God, major power or telecommunication system failures, and/or best effort attempts to maintain service.

3 Non-Exclusivity

All penalties set forth in this SLA are not-mutually exclusive, and are in addition to any rights the customer may have to assess damages against IBI Group or to suspend or terminate service, as set forth in the agreement(s) governing the supply of said service to the customer by IBI Group.

4 Definitions

It is understood by IBI Group and the customer that the following definitions apply to this Service Level Agreement.

Business Hours: Monday through Friday, 8:00am to 6:00pm Central Time, excluding United States federal statutory holidays.

Non-Business Hours: All hours except those defined as business hours.

EXHIBIT D

NOTICE OF NEW CONTRACT NUMBER FOR THE CONTRACT BY AND BETWEEN
METROPOLITAN TRANSIT AUTHORITY

AND

IBI GROUP PROFESSIONAL SERVICES (USA) INC.
FOR REGIONAL DATA MANAGEMENT AND TRIP PLANNING

(Follows behind)

**Mission Statement**

"Provide safe, clean, reliable, accessible and friendly public transportation services to our region."

Board of Directors

Carrin F. Patman
Chair

Jim Robinson
First Vice-Chair

Don Elder, Jr.
Second Vice-Chair

Troi Taylor
Secretary

Lisa Castañeda

Lex Frieden

Bob Fry

Terry Morales

Sanjay Ramabhadran
(Ram)

President & Chief Executive Officer

Thomas C. Lambert

August 19, 2020

Ritesh Warade
Director
IBI Group Professional Services (USA) Inc.
455 East Medical Center Blvd, Suite 500
Houston, Texas 77289

SUBJECT: Notice of New Contract Number
METRO Contract No. 7020000219 replaces 7020000181 for Regional Data Management and Trip Planning

Dear Ritesh Warade,

IBI Group Professional Services (USA) Inc. recently provided METRO an updated W-9, which prompted updates to METRO's internal records. As part of such updates, a new contract number has been assigned to your contract regional data management and trip planning.

Effective today, the new contract number is 7020000219. All terms and conditions of the Contract shall remain in full force and effect as originally agreed. Please update your records accordingly and contact me if you have questions concerning this notice.

Sincerely,

LaChandra Wilson
Senior Contracts Administrator

cc: Randy Frazier, Chief Technology Officer
Philip Brenner, METRO Office of Management & Budget
Otis Johnson and Kamesha Guidry, METRO Office of Small Business
Darrell Dartez, METRO Risk Management

ORDER OF COMMISSIONERS COURT
Authorizing execution of Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT
FOR FARE COLLECTION, MOBILE TICKETING AND DATA MANAGEMENT
SYSTEMS BETWEEN THE METROPOLITAN TRANSIT AUTHORITY OF HARRIS
COUNTY, TEXAS AND HARRIS COUNTY**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute on behalf of Harris County an Interlocal Agreement with The Metropolitan Transit Authority of Harris County, Texas for the purpose of providing a mobile ticketing and data management system. The Interlocal Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.