METROPOLITAN TRANSIT AUTHORITY

REQUEST FOR PROPOSALS (RFP)

FOR

METROLIFT MINIVAN TRANSPORTATION SERVICES

METRO RFP NO. 4020000148

Proposer’s signature on Request for Proposals (Section II – Forms for Proposing/Award) constitutes acceptance of a contract that may result from this solicitation. Contract award/execution may be made by METRO without discussion.

METRO FUNDING 100%  FEDERAL FUNDING %

**IMPORTANT – REQUEST FOR PROPOSAL**

All responses to this solicitation must be labeled as indicated below and delivered or mailed to the following address:

Metropolitan Transit Authority
Procurement Division
Plan Room, 2nd Floor
1900 Main Street
Houston, Texas 77002

Upper Left Corner of Envelope Must Indicate:
Proposer/Contractor Name and Address

Lower Left Corner of Envelope Must Indicate:
Solicitation Number
Due Date
Due Time
Solicitation Title
TABLE OF CONTENTS

SECTION I - PROPOSING REQUIREMENTS AND INSTRUCTIONS ................................................................................ iv
  1 REQUEST FOR PROPOSAL ............................................................................................................................ iv
  2 INSTRUCTIONS TO PROPOSERS ........................................................................................................... v
  3 SMALL BUSINESS AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS ................................................ xvi
  4 PROPOSAL FORMS SUBMISSION CHECKLIST ........................................................................................ xx
  5 PROPOSER’S QUESTIONNAIRE ................................................................................................................... xxi
  6 TECHNICAL PROPOSAL SUBMISSION PAGE ............................................................................................ xxvi
  7 TECHNICAL PROPOSAL -- PRICING EXCLUDED .................................................................................... xxvii

SECTION II - FORMS FOR PROPOSING/AWARD .......................................................................................... 1
  1 PRICING PROPOSAL SUBMISSION PAGE ................................................................................................ 1
  2 OFFER/AcCEPTANCE/AWARD SIGNATURE PAGE ..................................................................................... 2
  3 SOLICITATION/CONTRACT AMOUNT, ITEMS AND PRICES ..................................................................... 3
  4 KEY PERSONNEL FORM ............................................................................................................................ 6

SECTION III - DELIVERIES OR PERFORMANCE ARTICLES ......................................................................... 7
  1 DEFINITIONS ................................................................................................................................................ 7
  2 PERIOD OF PERFORMANCE ........................................................................................................................ 7
  3 SERVICES TO BE PERFORMED ................................................................................................................... 7
  4 TEXAS ETHICS COMMISSION (TEC) ELECTRONIC FILING ..................................................................... 7

SECTION IV - INSPECTION AND ACCEPTANCE ARTICLES .......................................................................... 8
  1 INSPECTION OF SERVICES .......................................................................................................................... 8

SECTION V - CONTRACT ADMINISTRATION DATA ARTICLES ....................................................................... 9
  1 COMPENSATION .......................................................................................................................................... 9
  2 INVOICING AND PAYMENT ......................................................................................................................... 9
  3 ADMINISTRATIVE CONTROL OF CORRESPONDENCE ............................................................................. 10
  4 CONTRACTOR REPRESENTATIVE ................................................................................................................. 10
  5 NOTICES ...................................................................................................................................................... 11
  6 LIQUIDATED DAMAGES FOR METROLIFT ACCESSIBLE TRANSPORTATION SERVICES ....................... 11
  7 PERFORMANCE STANDARDS FOR METROLIFT ACCESSIBLE TRANSPORTATION SERVICES .............. 15
  8 PERFORMANCE SECURITY .......................................................................................................................... 17

SECTION VI - INSURANCE ARTICLES ......................................................................................................... 18
  1 CONTRACTOR’S INSURANCE ....................................................................................................................... 18
  2 INDEMNIFICATION AGREEMENT ............................................................................................................... 20

SECTION VII - SMALL BUSINESS PROGRAM ARTICLES FOR CONTRACTS WITH SMALL BUSINESS GOALS ...... 21

SECTION VIII - SPECIAL TERMS AND CONDITIONS ARTICLES ................................................................ 22
  1 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR ....................................................................... 22
  2 COMMERICAL WARRANTY .......................................................................................................................... 22
  3 CONFIDENTIALITY AND NONDISCLOSURE ............................................................................................... 22
  4 CONTRACTOR’S EMPLOYEES ..................................................................................................................... 22
  5 COPYRIGHT AND PATENT INDEMNITY ...................................................................................................... 23
  6 HEALTH, SAFETY AND FIRST AID ............................................................................................................. 23
  7 INTER-LOCAL/COOPERATIVE PURCHASE ............................................................................................... 23
  8 MOST FAVORED CUSTOMER ...................................................................................................................... 24
  9 USE OF WORK PRODUCTS – ASSIGNMENT OF COPYRIGHT ................................................................... 24

SECTION IX - GENERAL TERMS AND CONDITIONS ARTICLES ................................................................... 25
  1 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES ....................................................... 25
  2 ASSIGNMENT .............................................................................................................................................. 25
  3 CHANGES ..................................................................................................................................................... 25
  4 COMPLIANCE WITH LAWS/PERMITS AND LICENSES ............................................................................. 26
  5 CONTRACT ORDER OF PRECEDENCE ....................................................................................................... 26
  6 CONTRACTOR’S KEY PERSONNEL ............................................................................................................. 26
  7 COVENANT AGAINST CONTINGENT FEES ................................................................................................. 26
  8 DISPUTES ..................................................................................................................................................... 26
  9 DISSEMINATION OF CONTRACT INFORMATION ..................................................................................... 27
 10 EQUAL OPPORTUNITY FOR VEVRAA PROTECTED VETERANS ............................................................ 27
 11 ETHICAL CONDUCT .................................................................................................................................... 29
 12 FORCE MAJEURE ....................................................................................................................................... 29
 13 INDEPENDENT CONTRACTOR .................................................................................................................. 29
 14 INTERPRETATION, JURISDICTION AND VENUE ...................................................................................... 29
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>LABOR REQUIREMENTS</td>
<td>29</td>
</tr>
<tr>
<td>16</td>
<td>METRO-FURNISHED PROPERTY</td>
<td>29</td>
</tr>
<tr>
<td>17</td>
<td>RESPONSIBILITY OF THE CONTRACTOR</td>
<td>30</td>
</tr>
<tr>
<td>18</td>
<td>RIGHTS AND REMEDIES</td>
<td>30</td>
</tr>
<tr>
<td>19</td>
<td>SEVERABILITY</td>
<td>30</td>
</tr>
<tr>
<td>20</td>
<td>SUBCONTRACTING</td>
<td>30</td>
</tr>
<tr>
<td>21</td>
<td>TERMINATION FOR CONVENIENCE OF METRO</td>
<td>30</td>
</tr>
<tr>
<td>22</td>
<td>TERMINATION FOR DEFAULT</td>
<td>30</td>
</tr>
<tr>
<td>23</td>
<td>USE OF METRO'S NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS</td>
<td>31</td>
</tr>
<tr>
<td>24</td>
<td>WAIVERS</td>
<td>31</td>
</tr>
</tbody>
</table>

**SECTION X - FEDERAL REQUIREMENTS ARTICLES**

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ACCESS TO RECORDS</td>
<td>32</td>
</tr>
<tr>
<td>2</td>
<td>CONTRACT WORK HOURS - SAFETY STANDARDS – OVERTIME COMPENSATION</td>
<td>32</td>
</tr>
<tr>
<td>3</td>
<td>CONTRACTOR NON DISCRIMINATION</td>
<td>33</td>
</tr>
<tr>
<td>4</td>
<td>DEBARMENT AND SUSPENSION</td>
<td>33</td>
</tr>
<tr>
<td>5</td>
<td>DRUG AND ALCOHOL TESTING</td>
<td>33</td>
</tr>
<tr>
<td>6</td>
<td>ENVIRONMENTAL REQUIREMENTS</td>
<td>34</td>
</tr>
<tr>
<td>7</td>
<td>FEDERAL CHANGES</td>
<td>34</td>
</tr>
<tr>
<td>8</td>
<td>FLY AMERICA</td>
<td>34</td>
</tr>
<tr>
<td>9</td>
<td>FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS</td>
<td>35</td>
</tr>
<tr>
<td>10</td>
<td>INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS</td>
<td>35</td>
</tr>
<tr>
<td>11</td>
<td>METRO NON DISCRIMINATION</td>
<td>35</td>
</tr>
<tr>
<td>12</td>
<td>NO OBLIGATION BY THE FEDERAL GOVERNMENT</td>
<td>35</td>
</tr>
<tr>
<td>13</td>
<td>OFFICIALS NOT TO BENEFIT</td>
<td>36</td>
</tr>
<tr>
<td>14</td>
<td>PRIVACY ACT</td>
<td>36</td>
</tr>
<tr>
<td>15</td>
<td>RECYCLED PRODUCTS</td>
<td>36</td>
</tr>
<tr>
<td>16</td>
<td>RESTRICTIONS ON LOBBYING</td>
<td>36</td>
</tr>
<tr>
<td>17</td>
<td>BUY AMERICA</td>
<td>36</td>
</tr>
<tr>
<td>18</td>
<td>HIPAA COMPLIANCE</td>
<td>37</td>
</tr>
<tr>
<td>19</td>
<td>APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS</td>
<td>37</td>
</tr>
<tr>
<td>20</td>
<td>ENTIRE AGREEMENT</td>
<td>38</td>
</tr>
</tbody>
</table>

**SECTION XI - EXHIBITS**

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EXHIBIT A  SCOPE OF SERVICES</td>
<td>40</td>
</tr>
<tr>
<td>2</td>
<td>EXHIBIT B  CONTRACTOR’S RELEASE</td>
<td>74</td>
</tr>
<tr>
<td>3</td>
<td>EXHIBIT C  CERTIFICATION OF RESTRICTIONS ON LOBBYING</td>
<td>75</td>
</tr>
<tr>
<td>4</td>
<td>EXHIBIT D  DEBARMENT AND SUSPENSION FORM</td>
<td>76</td>
</tr>
<tr>
<td>5</td>
<td>EXHIBIT E  CODE OF ETHICS OF THE METROPOLITAN TRANSIT AUTHORITY</td>
<td>77</td>
</tr>
<tr>
<td>6</td>
<td>EXHIBIT F  SMALL BUSINESS FORMS</td>
<td>78</td>
</tr>
<tr>
<td></td>
<td>Form 1  CONTRACTOR UTILIZATION PLAN FORM</td>
<td>78</td>
</tr>
<tr>
<td></td>
<td>Form 2  BUSINESS ASSURANCE STATEMENT</td>
<td>83</td>
</tr>
<tr>
<td></td>
<td>Form 3  SUBCONTRACTOR/SUPPLIER LETTER OF INTENT</td>
<td>84</td>
</tr>
<tr>
<td></td>
<td>Form 4  CONTRACTOR UTILIZATION PLAN PLEDGE</td>
<td>85</td>
</tr>
<tr>
<td>7</td>
<td>EXHIBIT G  BUY AMERICA CERTIFICATE</td>
<td>86</td>
</tr>
</tbody>
</table>
SECTION I - PROPOSING REQUIREMENTS AND INSTRUCTIONS

1 REQUEST FOR PROPOSAL

RFP NO.: 4020000148 RFP ISSUE DATE: June 8, 2020

PROJECT NAME: METROLIFT MINIVAN TRANSPORTATION SERVICES

For: [ ] Supplies/Equipment [ xx ] Services [ ] Other

ISSUED BY: Metropolitan Transit Authority of Harris County (METRO)

SUBMIT INQUIRIES BY WRITING OR CALLING:
(No collect calls accepted):

METROPOLITAN TRANSIT AUTHORITY
Procurement Division
1900 Main Street
Houston, Texas 77002

NAME: Kevin Moore
TITLE: Supervisor – Contract Specialist
TELEPHONE: (713) 739-3894
E-MAIL: km04@ridemetro.org

METRO Procurement Web site: https://www.ridemetroapp.org/procurement/

NOTE TO PROPOSERS: PROPOSERS ARE RESPONSIBLE FOR ALL INFORMATION IN THIS SOLICITATION, HOWEVER, PLEASE PAY PARTICULAR ATTENTION TO INFORMATION SHADED IN GRAY.

PROPOSAL DUE DATE/TIME/LOCATION: Proposals will be received until 2:00 p.m. local time on Wednesday, August 5, 2020, at the METRO Procurement Office Plan Room, 1900 Main St., Houston, Texas 77002. The proposal ONE (1) ORIGINAL HARDCOPY DELIVERED IN SEALED ENVELOPE and ONE (1) ELECTRONIC PDF COPY Delivered to KM04@RIDEMETRO.ORG is to be submitted bearing the name and address of the proposer and the identification ‘Request for Proposal No. 4020000148’. Proposals received will not be opened publicly. Both the electronic and hardcopy proposal MUST be received by the deadline specified herein.

A PRE-PROPOSAL TELECONFERENCE will be held at 10:00 a.m. on Monday, June 29, 2020. See dial in information below. In-person participation is not available. The purpose of the conference is to explain the solicitation requirements and answer any questions prospective proposers may have regarding the solicitation. All questions pertaining to this solicitation shall be presented IN WRITING to the above METRO representative at or prior to the Pre-Proposal Conference. IT IS STRONGLY URGED THAT ALL PROPOSERS JOIN THE PRE-PROPOSAL CONFERENCE.

Dial-In Telephone No.: (866) 528-2256
Participant Passcode: 1986656

PERFORMANCE PERIOD: The period of performance under this Contract shall be for a period of five years, with two (2) one (1) year option period(s). (See Contract Article ‘Period of Performance’ in Section III).

INSURANCE: Each prospective proposer is cautioned to review the Insurance requirements of this solicitation. (See Contract ‘Insurance Articles’ in Section VI.)

BOND: A Performance Security of two percent (2%) of the total value of the contract shall be required for the entire term of the contract (5 years). Please see the section in the contract articles. Two percent (2%) shall also be required should the options be exercised. METRO will accept a performance bond, cashier’s check, certified check, or an Irrevocable Letter(s) of Credit to satisfy this requirement. If the option years are executed, the bond will continue to be two percent (2%).

AUDITED FINANCIALS: Two (2) years of audited financials are required for this solicitation. These will be returned to each proposer after they have been reviewed by Finance. Please stamp confidential for these financials. Should be in sealed envelope also. These will be returned to each proposer once they have been reviewed.

LICENSES: When a special license or permit is required by federal, state or local law or ordinance, a proposer must be properly licensed prior to proposing and furnish evidence of such with the proposal.

OBLIGATION: This Request for Proposals does not obligate the Metropolitan Transit Authority to award a contract, or to pay any costs incurred in the preparation or submittal of any proposal.
REGISTRATION ON PROCUREMENT WEBSITE: All proposers MUST register on METRO’s procurement website at https://www.ridemetroapp.org/procurement/ to ensure that they receive the latest solicitations and updates via their registered e-mail address.

REPRODUCTION: All forms contained in this solicitation may be reproduced if more space is needed due to the number of subcontractors or suppliers to be submitted with the proposal or for any other reason.

SMALL BUSINESS PARTICIPATION GOAL: METRO has adopted a Small Business Enterprise Program to encourage the participation of Small Business enterprises in contracting activities through race-gender neutral means. METRO sets Small Business Participation goals on its contracts. Small Business Participation goals can be satisfied by METRO-certified Small Businesses (SBE), federally-certified Disadvantaged Business Enterprises (DBE), or a combination of both. All references to Small Businesses in this document include Disadvantaged Business Enterprises. Copies of METRO’s Small Business and Disadvantaged Business Enterprise Programs can be obtained upon request.

The link to the METRO SBE directory is https://ridemetro.sbdbe.com/ The link to the Texas Unified Certification Program (TUCP) DBE directory is https://txdot.txdotcms.com/

This solicitation has a 15% Small Business Participation goal.

IF A SMALL BUSINESS PARTICIPATION GOAL IS LISTED ABOVE, PROPOSERS ARE REQUIRED TO DEMONSTRATE A COMMITMENT TO THE SMALL BUSINESS PARTICIPATION GOAL IN ORDER TO BE CONSIDERED IN THE EVALUATION PROCESS.

METRO ENCOURAGES SMALL BUSINESS PARTICIPATION EVEN IF NO SMALL BUSINESS PARTICIPATION GOAL HAS BEEN ESTABLISHED.

METRO encourages Contractors to use financial institutions owned and controlled by socially and economically disadvantaged individuals. A listing of such institutions may be found at https://www.fdic.gov/regulations/resources/minority mdi.html

TYPE OF AWARD: METRO anticipates the award of a firm fixed price type contract as a result of this solicitation.

2 INSTRUCTIONS TO PROPOSERS

A. INTRODUCTION

1. The Metropolitan Transit Authority of Harris County Texas, (METRO) is seeking proposals from qualified proposers (firms), under the negotiated method of procurement, to provide METROLift Minivan Transportation Services. METRO invites firms to submit a proposal in response to this Request for Proposals (RFP) as generally described in the Scope of Services, Exhibit A of this solicitation.

2. This document is comprised of a RFP and a proposed contract. The proposed contract is made available so proposers are made aware of the contemplated terms and conditions of any resulting contract. If exceptions are taken to the solicitation (including the terms and conditions of the proposed contract), please elaborate in the proposal.

B. APPROVAL OF CONTRACT

If required by the METRO Procurement Manual, award of a contract evolving from this solicitation shall be contingent upon the prior receipt of written approval from the METRO Board of Directors. No contractual agreement shall be binding on METRO until this approval has been obtained. It shall be the responsibility of firms responding to this solicitation to monitor Board award decisions. All persons and/or entities responding to this solicitation hereby acknowledge the contract award requirement enumerated in this Paragraph. Anticipated Board Items are posted on METRO’s web site at https://www.ridemetro.org/Pages/BoardMeetingsAndNotices.aspx

Public Notice of Solicitation Results

The anticipated METRO Board meeting month for approval of a contract resulting from this solicitation will be forthcoming. It is the responsibility of the proposer to check METRO’s website for notices on the specific dates for METRO Board meetings. All proposers of this solicitation and METRO hereby agree that this provision shall serve as the minimum required action by the proposer toward exercising due diligence in obtaining the results of this solicitation. The requirement of approval by the METRO Board of Directors for any particular solicitation is dependent upon several factors. However, all proposers shall be required to check the METRO web site regarding whether or not the solicitation associated with their proposal requires approval by the METRO Board of Directors. All persons and/or entities responding to this solicitation hereby acknowledge the public notice of solicitation results enumerated in this Paragraph. METRO Board meeting notices are posted on METRO’s web site at https://www.ridemetro.org/Pages/BoardMeetingsAndNotices.aspx
C. AWARD OF CONTRACT

1. A Not-to-Exceed Contract, with fixed, unit prices, will be awarded to the responsive, responsible proposer(s) whose proposal conforming to this solicitation will be most advantageous to METRO, price and other factors considered.

2. METRO may accept within the time specified herein, any proposal whether or not there are negotiations subsequent to its receipt, unless the proposal is withdrawn by written notice received by METRO prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of METRO.

3. METRO may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, a proposer should submit each initial proposal on the most favorable terms from a price and technical standpoint.

4. The lowest price proposer is not guaranteed receipt of the METRO contract award.

5. METRO reserves the right to: 1) cancel the entire solicitation; (2) issue subsequent Request for Proposals; (3) negotiate with all qualified proposers considered to be within the competitive price range; (4) reject any or all proposals and (5) waive informalities and minor irregularities in proposals received.

6. Any financial data submitted with any proposal hereunder or any representation concerning facilities or financing will not form a part of any resulting contract.

7. A written Notice-of-Award will be issued to the successful proposer upon being selected for award of a contract and execution of any resultant contract.

D. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION

1. The proposer certifies, by submission of the proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the proposer is unable to certify to any of the statements in this certification, the proposer shall attach an explanation to the proposal it submits to METRO.

E. CONFLICTS DISCLOSURE

Vendors doing business with METRO or seeking to do business with METRO are required to file a completed questionnaire (FORM CIQ) disclosing the vendor's affiliations or business relationship with any Board Member, local government officer (or his or her family member). Form CIQ is available on METRO's website at https://www.ridemetro.org/Pages/ConflictsDisclosure.aspx.

F. COVENANT AGAINST CONTINGENT FEES

By submitting this proposal, the proposer certifies that it has not employed any company or person (other than a full-time, bona fide employee working solely for the proposer) to solicit or secure this contract, and has not paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the proposer) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to the above, as requested by the Contracting Officer.

G. DISCOUNTS

1. No discounts will be considered in the evaluation of proposals.

2. Discounts for early payment may be offered in the original proposal or on individual invoices submitted under the resulting contract, and discounts offered will be taken by METRO if payment is made within the discount period specified.

3. Discounts that are included in proposals become a part of the resulting contract and are binding on the Contractor.

H. DISQUALIFICATION

METRO reserves the right to disqualify a proposal, after receipt of the proposal, upon evidence of collusion with intent to defraud or other illegal practices on the part of a proposer.
I. EVALUATION CRITERIA

1. A Proposer’s proposal will be evaluated on both technical and Small Business Program criteria for a possible total score of up to 100 points.

2. Technical evaluation criteria are identified with relative weights adding up to a maximum of 95 points. If a Small Business Participation goal has been set for the solicitation, a Proposer may be awarded up to 5 additional points if the Proposer commits to Small Business participation at a rate higher than the Small Business Goal.

3. Proposals should be organized under the following headings and should address each topic to demonstrate the Proposer’s qualifications and ability to perform the Work.

TECHNICAL EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>MAXIMUM POINTS AVAILABLE BY CRITERIA</th>
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<tbody>
<tr>
<td>1. Pricing</td>
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<tr>
<td>2. Project Management, Structure and Methodology</td>
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<tr>
<td>a. Provide an explanation, charts and organizational charts including all staffing levels for this project and that identifies project leadership and reporting responsibilities and shows how the team would interact with METRO project management and team personnel. The methodology, itself, should be fully detailed for the entire project and segmented into phases or tasks to include plans, programs and other submittals as indicted in these documents. Provide proposed project schedule showing each task and subtask the proposer wants to detail.</td>
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<tr>
<td>b. Identify subcontractor’s placement in the primary management structure and provide internal management description for each subcontractor. Please explain what each will be doing as part of meaningful work</td>
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<tr>
<td>3. Qualifications/Experience of Firm</td>
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<td>a. Provide a brief profile of the proposer, including its principal line of business, the year founded, form of organization (corporation, partnership, sole proprietorship), number and location of offices, number of employees, and a general description of the proposer’s financial condition. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the proposer’s ability to complete the project. Provide information for any terminated or uncompleted contracts and circumstances involving termination. Proposer shall demonstrate that it has eight (8) years’ experience in transportation services. And has a knowledge of OSHA regulations in transportation.</td>
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<tr>
<td>b. Proposer shall identify history and experience in Contract Transportation Services, relevant to METRO’s needs, including a description of direct experience on projects of similar size, scope and complexity. Proposer shall include all subcontractors that will be involved in the performance of the work indicating primary business experience and length of time in business. Proposer shall also describe relevant experience working with federal, state or local governmental agencies. For each reference cited as related experience, furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer shall identify clients represented in the past two years in which similar services were provided, as well as three current clients with name and telephone number of contact person and duration of project.</td>
</tr>
<tr>
<td>c. Audited Financial statements for last two (2) years. These documents must depict the financial status of that entity, subsidiary division of subdivision thereof which will perform the service. If the proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Financial statements are required for the unit performing the service. It is acceptable to provide an audited financial statement for the last two fiscal years for the parent corporation, as long as complete current financial report for the operating unit which will perform the service is also included. Please mark these documents “Confidential”. These should be turned in in a sealed brown envelope and once evaluated will be returned to the original owner. METRO is requiring the resultant contractor to submit financials each year of the contract. (This and other relevant information will be used to determine the financial strength of the company (Worth 10 points of the 25)</td>
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<tr>
<td>d. Provide a letter from a financial institution that proposer will be able to obtain a performance security and a letter from an insurance company that proposer is able to obtain required insurance(s).</td>
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4. Qualifications and Experience of Key Personnel 10 points

Proposer shall provide resumes and identify qualifications and experience of all key personnel proposed for assignment to the project. Proposer shall include a staffing plan, identifying account manager, project manager, safety manager and any other key personnel and shall identify and discuss the direct qualifications and experience of the individual relevant to METRO's requirement. Proposer shall also indicate function(s) to be performed by each individual, including backup or contingency. In the event that oral presentations are conducted, the designated key personnel will be required to attend along with other representatives of the proposer. **The key positions for this solicitation are identified in the Scope of Service. METRO expects these people to do all presentations and answer all questions for METRO during oral presentations.**

The sum of points possible to be awarded for the above factors will sum to 95 points if there is a Small Business Participation goal. If there is no goal, then the sum for the above factors will equal 100.

5. Small Business Evaluation Criteria Up to 5 Points

- Proposers must demonstrate a commitment to meet or exceed the Small Business Participation goal, if one has been established.
- A Proposer that fails to commit to the Small Business Participation goal will be deemed nonresponsive and no further consideration will be given to its submittal.
- A Proposer that commits to attaining the specified Small Business Participation goal will be deemed responsive and its Submittal will continue in the evaluation process. The Proposer will be considered as having passed the requirement on a pass/fail basis and will receive 0 points.
- A Proposer that commits to exceeding the Small Business Participation goal will receive 5 points. The determining factors in awarding any of the 5 points include, but are not limited to:
  - Past compliance with the Small Business Enterprise (SBE) Program.
  - Satisfactory completion of all administrative requirements of the SBE Program.
  - Exceeding the specified SBE goal

J. EXAMINATION OF DOCUMENTS

1. A complete set of proposal documents shall be used in preparing a proposal. METRO assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents.

2. METRO, in making copies of these documents available on the above terms, does so only for the purpose of obtaining proposals on the Work and does not convey a license or grant for any other use.

3. Each proposer should carefully examine these documents and take such other steps as may be reasonably necessary to ascertain the contract performance requirements. Failure to do so will not relieve the proposer from responsibility for estimating properly the difficulty or cost of successfully performing the contract. Extra compensation will not be allowed for conditions which are determinable by examining these documents.

K. EXPLANATIONS/AMENDMENTS ISSUED TO PROPOSERS

1. Any explanation desired by a proposer regarding the meaning or interpretation of the RFP or its scope of services must be requested in writing and received by METRO **at least ten (10) calendar days before the date set to receive proposals.** METRO’s response will be in the form of an amendment and will be furnished to all prospective proposers. METRO may also issue amendments when a solicitation is changed.

2. The proposer must acknowledge receipt of every amendment issued by METRO in the space provided on the Amendment form itself and submit a copy of all amendments with the proposal or send a letter of amendment acknowledgement to be received by METRO before the time set for receipt of proposals. Oral explanations or instructions given before the award of the contract will not be binding. METRO will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in these documents.

L. INDEPENDENT PRICE DETERMINATION

By submitting this proposal, the proposer certifies that he has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer, to put in a sham proposal or to refrain from proposing; and further, that he has not in any manner, directly or indirectly sought by agreement, collusion, communication or conference, with any person, to fix the proposal amount herein or any other proposer, or to fix any overhead, profit, or cost element of said proposal amount, or that of any other proposer, or to secure any advantage against METRO or any person interested in the proposed contract.
M. INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting a proposal, the proposer is providing the certification set out in Paragraph D above.

2. The certification in this Instructions to Proposers is a material representation of fact upon which reliance will be placed by METRO to enter into a resultant contract. If it is later determined that the proposer/contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, METRO may pursue available remedies, including suspension and/or debarment.

3. The proposer shall provide immediate written notice to METRO if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms ‘covered transaction,’ ‘debarred,’ ‘suspended,’ ‘ineligible,’ ‘lower tier covered transaction,’ ‘participant,’ ‘person,’ ‘primary covered transaction,’ ‘principal,’ ‘proposal,’ and ‘voluntarily excluded,’ as used herein, have the meanings set out in the Definition and Coverage sections of rules implementing Executive Order 12549. The proposer may contact the designated METRO Contracts Administrator for assistance in obtaining a copy of this regulation.

5. The proposer agrees by submitting a proposal that, should the resulting contract for the proposed covered transactions entered into, it shall not knowingly enter into any subcontract with a firm that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by METRO.

6. The proposer further agrees by submitting this proposal that it will include the instruction titled ‘Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,’ at Paragraph D, without modification, in all solicitations for lower tier covered transactions, expected to equal or exceed $25,000.00.

N. LATE PROPOSALS; MODIFICATION OR WITHDRAWAL OF PROPOSALS

1. Any proposal or modification of proposal received at the METRO office designated in the Request for Proposals after the exact time specified for receipt will not be considered. Late proposals received will be retained unopened in the official contract file.

2. A proposal may be withdrawn in person by a proposer or his authorized representative, provided his identity is made known and he signs a receipt for the proposal, but only if the withdrawal is made prior to the exact time set for receipt of proposals.

3. Modifications of proposals already submitted will be considered if received at the office designated in the Request for Proposals by the time set for receipt of proposals.

O. PREPARATION OF PROPOSAL

1. A proposal shall be submitted on the forms furnished, or copies thereof, shall be completed in ink or be typed, and shall be manually signed. If erasures or other changes appear on the forms, each erasure or change shall be initialed by the person signing the proposal. Electronic, facsimile (fax) or emailed proposals are not authorized.

2. If a proposal is from an individual, sole proprietorship, or a proposer operating under a trade name, the proposal shall be signed by that individual.

3. A proposal by a partnership shall be executed in the partnership name and signed by a partner; the official address of the partnership shall be shown below the signature.

4. A proposal by a corporation shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the corporate secretary or assistant secretary.

5. A proposal submitted by a joint venture shall list the names of all joint venturers and the mailing addresses of each and shall be executed by all joint venturers in the same manner as if they were individually submitting proposals. The signature portion of the Proposal form in Section II shall be altered as appropriate for execution by the joint venture and all joint venturers.

6. All names shall be typed or printed below the signature.

7. The proposal shall contain an acknowledgment of receipt of all amendments to the solicitation. Refer to Paragraph K above.

8. Communications regarding this solicitation are to be directed to the address and to the attention of the METRO person shown in this Request for Proposals document.
9. If a proposer considers any of the terms or conditions of the solicitation (including the proposed contract) to be unacceptable, the proposer should identify those which are so, and cite reasons therefore in a supplement to its proposal cover letter. Any such exceptions or revisions, and the reasons therefor, will be considered as factors in evaluation of the proposal.

10. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all proposals submitted should comply with the following:
   a) All RFPs and copies should be printed on recycled paper with a minimum post-consumer content of thirty percent (30%) or on tree-free paper (i.e., paper made from raw materials other than trees, such as kenaf);
   b) Unless absolutely necessary, all proposals and copies should minimize or eliminate the use of non-recyclable or non-reusable materials, such as plastic report covers, plastic dividers, vinyl sleeves and bindings;
   c) To further reduce the use of materials not essential to proposals, METRO encourages Proposers to forgo the use of three-ring binders or glued materials when assembling the originals and copies of the RFP and other required information. Instead, METRO prefers and appreciates the use of paper clips, binder clips, staples, rubber bands, and other materials containing recycled content, such as folders, paper clips, discs or thumb drives, envelopes, boxes, etc. METRO also appreciates receiving proposals assembled in formats that allow for easy removal and recycling of paper and other materials; and
   d) Unnecessary samples, attachments or documents not specifically asked for should not be submitted with a proposal.

P. PROHIBITION ON LOBBYING

No proposer shall, directly or indirectly, engage in any conduct (other than the submission of the proposal or other prescribed submissions and/or presentations before the Evaluation or Selection Committees) to influence any employee of METRO or any member of the Metropolitan Transit Authority Board of Directors concerning the award of a contract as a result of this solicitation. Violation of this prohibition may result in disqualification of the proposer from further participation in the solicitation for the services or goods sought herein or from participation in future METRO solicitations or contracts. The communication blackout period shall commence from the issue of a solicitation through contract award. The Contract Administrator is the only METRO representative authorized to communicate with firms or their representatives during the blackout period.

Q. PROPOSAL CONTENTS

There are two parts of this Request for Proposal that must be completed: The technical and pricing proposals as described below. Documents for both parts must be submitted by the date and time established for receipt of proposals for a proposal to be considered for contract award by METRO.

1. Technical Proposal: The Proposer shall submit ONE (1) ORIGINAL HARDCOPY and ONE (1) ELECTRONIC PDF COPY in accordance with the instructions in Section I, Article 1 above. The technical proposal establishes a proposer’s technical qualifications based on set criteria listed herein. Proposer’s technical proposals should be structured to respond to criteria noted within each of the Evaluation Factors shown in Paragraph I, above, and in the same order as the factors are listed.

Technical Proposal: Each technical proposal shall be submitted in the format prescribed below and include as a minimum, the following information:

a. Executive Summary

   Should be signed by the proposer’s authorized representative and describe briefly the firm’s history and approach to providing transportation services, philosophy of the firm and the firm’s understanding of METRO’s project.

b. Proposer’s Approach to Providing All Services Identified

   This section should include a description of the proposer’s approach of a creative nature and plan for providing METRO the services described in this Request for Proposals. Proposer’s approach should be clearly defined and carefully explain how services will be provided.
i. **Operations and Maintenance** - This should include proposer's approach in providing the services, staffing plan for each area, and how the proposer plans to coordinate services. Services as described herein are:

- Transportation services;
- operation and maintenance of METRO-furnished buses and equipment;
- maintenance of buildings and property, i.e. repairs, janitorial services, destination sign maintenance, radio maintenance, etc.;
- How does proposer plan to provide van fleet inventory and supplies?

Overall proposal should include methods of:

- selecting personnel for each area;
- supervision to assure quality service is being provided;
- detailed emergency plan;
- detailed safety program;
- detailed maintenance program including cleaning of vehicles, facility, equipment, etc.

Proposer should also include:

- a detailed plan for operation of van services with approach to vehicle control and assignment to scheduled work and back-up (protection) vehicles;
- plan/approach to schedule and blend all available services to attain performance standards;
- plan for gathering data;
- method for handling comments, complaints and commendations and
- plan for communicating with METRO.

Additionally, proposer must describe its plan to monitor and control quality of all services and describe measurement tools and programs to be used.

ii. **Site Maintenance/Upkeep Plan of the Facility** - This should include a detailed plan for routine and preventative maintenance of the Service Operating Facility including maintenance of buildings, grounds, waste maintenance, energy conservation plan and regulatory compliance plan.

iii. **Benefits Plan** - Proposer should provide a description of wages of all employees, and benefits package that will be provided. Proposer should explain previous experience in selection of personnel and provide a mix of current employees and explain EEO policy.

iv. **Training** - Proposer should include description, location and frequency of available training related to the use of the equipment and training for safety sensitive employees and operators. Certifications/Qualifications should be included for personnel.

v. **Cost Effectiveness** - This should include a plan for making this contract more cost effective and reduce overall cost. Are salaries and time allocations commensurate with what is necessary to do the job? Are proposed workers in line with comparable skills/wages required by law or commonly applied in the trade? How good are qualifications of management relative to their cost?

c. **Qualifications/Experience of Firm/Proposer**

This section of the proposal should establish the qualifications of the proposer and key staff to satisfactorily provide the required work by reason of the strength and stability as a business concern and should include the following:

i. **Qualifications and Experience of Firm/Proposer**

Provide a brief profile of the proposer, including its principal line of business, the year founded, form of organization (corporation, partnership, sole proprietorship), number and location of offices, number of employees, and a general description of the proposer's financial condition. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the proposer's ability to complete the project. Provide information for any terminated or uncompleted contracts and circumstances involving termination.

Proposer shall identify history and experience in Contract Transportation Services, relevant to METRO's needs, including a description of direct experience on projects of similar size, scope and complexity. Proposer shall include all subcontractors that will be involved in the performance of the work indicating primary business experience and length of time in business. Proposer shall also describe relevant experience working with federal, state or local governmental agencies. For each reference cited as related experience, furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer shall identify clients represented in the past two years in which similar services were provided, as well as three current clients with name and telephone number of contact person and duration of project.
ii. **Qualifications and Experience of Personnel**

Proposer shall provide resumes and identify qualifications and experience of all key personnel proposed for assignment to the project. Proposer shall include a staffing plan, identifying account manager, project manager, safety manager and any other key personnel and shall identify and discuss the direct qualifications and experience of the individual relevant to METRO’s requirement. Proposer shall also indicate function(s) to be performed by each individual, including backup or contingency. In the event that oral presentations are conducted, the designated key personnel will be required to attend along with other representatives of the proposer. The key positions for this solicitation are identified in the Scope of Service. METRO expects these people to do all presentations and answer all questions for METRO during oral presentations.

iii. Audited Financial statements for last two (2) years. These documents must depict the financial status of that entity, subsidiary division of subdivision thereof which will actually perform the service. If the proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Financial statements are required for the unit performing the service. It is acceptable to provide an audited financial statement for the last two fiscal years for the parent corporation, as long as complete current financial report for the operating unit which will perform the service is also included. Please mark these documents “Confidential”.

iv. **Provide a letter from a financial institution that proposer will be able to obtain a performance security and a letter from an insurance company that proposer is able to obtain required insurance(s).**

d. **Project Management Structure and Methodology**

Provide an explanation, charts and organizational charts including all staffing levels for this project and that identifies project leadership and reporting responsibilities and shows how the team would interact with METRO project management and team personnel. The methodology, itself, should be fully detailed for the entire project and segmented into phases or tasks to include plans, programs and other submittals as indicted in these documents. Provide proposed project schedule showing each task and subtask the proposer wants to detail.

If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

Additional Performance Standards should identify any additional performance standards which could be included and how they will be measured.

2. **Price Proposal (Price Schedule)** – The Proposal shall submit ONE (1) ORIGINAL HARDCOPY and ONE (1) ELECTRONIC PDF COPY in accordance with the instructions in Section I, Article 1 above. Each Proposer’s cost proposal (see proposal form, “Proposal Amount/Schedule of Items and Prices”) shall be submitted concurrently with the technical proposal and shall be in a separately sealed envelope clearly named as such and referencing this Solicitation No. RFP4020000148. All backup documentation to support cost reasonableness should be included. A complete breakdown of salaries for management, drivers, mechanics, and other staff is required as part of the Cost Proposal.

3. **Format**

Proposer’s approach should be clearly defined and should be prepared using the following format:

a. **Executive Summary and Start-Up Plan**

i. Executive Summary

   a.) Executive Summary of Company
   b.) Organizational Chart for all Areas
   c.) Milestones for Project
   d.) Start-up/Transition Plan

   1). Maintenance:
      a) Screening
      b) Hiring
      c) Training
      d) Uniforms

   3.) Vehicle Transition Plan

   4.) Capital Asset Purchases and Inventory Control

   5.) Facility Transition Plan

   a). Safety Training Plan for All Areas
   b). Drug & Alcohol Policy and Program

   e.) Questionnaire

b. **Safety and Security Programs**

   i. Safety Programs Program

   a). Operations
   b). Maintenance
c. Buildings and Property

ii. Accident Reporting and Standards
   a. Operations Plan
   b. Maintenance Plan
   c. Buildings and Property Plan

iii. Security Plan
   a. Minivans
   b. Buildings and Property

iv. Emergency Plan for Severe Weather Conditions and other Events
   a. Operations Plan
   b. Maintenance Plan
   c. Buildings and Property Plan

c. Small Business Participation and/or other Subcontractors – Submit all required forms.

d. Operations Plan
   i. Class Syllabus and Materials to be used
   ii. Refresher Courses
   iii. Personnel
      a.) Number of Supervisory Personnel
      b.) Number of Safety Sensitive Employees and Operators
      c.) Resumes and Certifications of Key Personnel

iv. Fare Collections and Administration

v. Record Keeping System
   a. Manual System
   b. Computer System

vi. Customer Relations Plan

e. Maintenance Plan
   i. Resumes and Certifications of Key Personnel and number of ASE-certified mechanics to be utilized
   ii. Maintenance Program
      a.) Scheduled Maintenance/Preventive Maintenance
      b.) Unscheduled Maintenance
      c.) Cleaning of Vehicles (Inside and Out)
      d.) Equipment and Tools
      e.) Parts Inventory
      f.) Accident Repairs and Body Work
      g.) Quality Assurance Plan
      h.) Electronic Equipment Maintenance Plan
      i.) Radio Maintenance Plan
      j.) Record Keeping System
         1. Manual Plan
         2. Computer Plan (Electronic)
      k.) Training Program for Maintenance Personnel

g. Maintenance of Buildings and Property
   i. Routine Building Maintenance and Services
   ii. Building Inspection Plan
   iii. Maintenance of Grounds
   iv. Waste Maintenance Plans - Antifreeze, Parts Washing, Storm Water, Waste Water, Used Oil, Used Filters, Used Tires, Spills, Sludge, Freon, etc. (Plan)
   v. Energy Conservation Plan
   vi. Regulatory Compliance Plans, i.e. Underground Storage Tanks, Air Permit Exemption, Haz Com, Spill Reporting, Environmental Reporting, etc. (Plan)

g. Drug and Alcohol Testing Program and Policy – this should include a plan and policy that is in compliance with all federal regulations. METRO has zero tolerance and will accept nothing less. All forms shall be included in the plan. Should include board-approved program, all forms and should cover all areas. Please include the name of the medical officer and testing facility. Please reference the FTA website for the new ‘Implementation Guidelines for Drugs and Alcohol Regulations in Public Transportation’, Report No. 0127 dated February 2019. Additionally, refer to ‘2019 Random Drug & Alcohol Testing’, effective January 1, 2019.

h. References at least 5 references currently performing the same type of service as NW and the service is comparable in size as METRO’s. Name of contact and telephone number and email address.

i. Employee Benefits Program - Please give us the salary structure based on seniority of workers. Also, what are the insurance plans and cost to the employee and company for insurance, medical and related.
j. **Required METRO Forms and Documents.** Financials should be turned in as described above. Include all forms that should be turned in. METRO will check this and other documents to determine financial strength of the company.

k. **Additional Performance Standards** – Do you have any other standards that you wish METRO to consider?

l. **Pricing Information** (Sealed Envelope for Printed Copy) Send electronic version to km04@ridemetro.org. All pricing must be done via METRO’s model.*

   i. Schedule of Items and Prices
   ii. Components of Cost
   iii. Cost Effectiveness

R. **PROPOSAL EVALUATION PROCESS**

1. Selection of a firm to provide the services required herein may be made by an Evaluation Committee comprised of METRO staff members who have expertise and knowledge in the disciplines related to the project and in accordance with this Request for Proposals. The Committee’s evaluations will be based on all available information, including proposals, reports, discussions, reference and other appropriate checks, and the personal knowledge of the individual members’ areas of expertise. Proposal requirements set forth herein are designed to provide guidance to the proposer concerning the type of documentation that will be used by the Evaluation Committee. Proposals will be evaluated using the criteria set forth in Paragraph I above. The weight of each factor is also shown.

2. The evaluation process may also include the participation of an Oral Presentation Committee; an Executive Selection Committee, or a Board Selection Committee. The participation of some or all of these committees may occur at the beginning of the evaluation process, foregoing a staff member Evaluation Committee altogether, or to convene after the Evaluation Committee has made an initial shortlist. Members of the METRO Board of Directors may elect to participate as scoring members or non-scoring observers on any of these committees.

3. Small Business Participation: The proposer shall demonstrate commitment to meet or exceed the Small Business Participation goal. Where applicable, consideration will be given to a proposer’s performance with respect to Small Business goal achievements on past METRO contracts. Proposals must include all required Small Business forms properly completed and executed. (See Article 3, ‘Summary of Proposal Forms Submission,’ in Section I).

S. **PROPOSER QUALIFICATIONS/ELIGIBILITY FOR AWARD**

1. Each proposer shall complete, and submit the applicable forms contained in this document. If the proposer is a joint venture, each joint venturer shall prepare and submit separate forms.

2. In order for a proposer to be eligible to be awarded the contract, a proposal must be responsive to the Request for Proposals, show the proposer’s technical competency, and METRO must be able to determine that the proposer is responsible to perform the contract satisfactorily.

3. A responsive proposal complies with all material aspects of the solicitation. Proposals that do not comply with all the terms and conditions of this solicitation will be rejected as nonresponsive.

4. Responsible proposers as a minimum must:

   a) Have financial resources adequate to perform the contract, or ability to obtain such resources as required during the performance of the contract;

   b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments;

   c) Have the necessary technical equipment, material and capability, including qualified supervision and skilled workforce, adequate to perform the contract, or the ability to obtain such resources as are required during the course of the contract;

   d) Have a satisfactory record of business integrity and ethics;

   e) Have a satisfactory record of current and/or past performance in behalf of METRO and/or other owners, including the areas of scheduling, submittals; record keeping, reporting, qualified supervision, skilled workforce, safety, quality of equipment, materials and workmanship, timely performance, warranties and guarantees;

   f) If applicable, have a satisfactory record as a Contractor of achieving Small Business Participation goals in past METRO projects, as well as providing evidence satisfactory to METRO that the proposer will comply with Small Business Program requirements and any Small Business Participation goal contained herein.
g) Certify that it is not on the U.S. General Services Administration’s ‘Lists of Parties Excluded from Federal Procurement or Non-Procurement Programs.’ Signing and submitting the proposal is so certifying;

h) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

5. A proposer may be requested to submit written evidence verifying that it meets the minimum criteria necessary to be determined a responsible proposer. Refusal to provide requested information will result in the proposer being declared non-responsive, and the proposal will be rejected.

T. PROTESTS

1. Each protest or objection to the solicitation documents shall be submitted for resolution to the Chief Procurement Officer. Each such protest shall be in writing and shall be supported by the information set forth in Chapter 12 of METRO’s Procurement Manual to enable the protest to be considered. A protest or objection will not be considered if it is insufficiently supported or it is not received within the time limits specified herein.

2. A protest based upon terms, conditions or form of a proposed procurement action prior to proposal due date, shall be submitted so that it is received by the Chief Procurement Officer no later than five (5) calendar days prior to the specified proposal due date.

3. For a protest concerning an award decision, including proposal evaluations, the initial protest must be received by the Chief Procurement Officer not later than five (5) calendar days after the interested party knows, or through exercise of reasonable diligence should have known, whichever is earlier, of the grounds for the protest.

4. Each protest will be processed in accordance with METRO’s Protest Procedures located in Chapter 12 of METRO’s Procurement Manual, and as displayed in the ‘Disputes’ Article in a resultant contract. A copy of the procedures will be provided to the protester upon written request to METRO’s Chief Procurement Officer.

5. A written final determination on any protest will be rendered by METRO’s President & Chief Executive Officer and will be provided to the protester as soon as practicable.

6. The protester must exhaust its administrative remedies by pursuing METRO’s protest procedures to completion prior to appealing METRO’s decision to the FTA.

7. Federal Transit Administration (FTA) Circular 4220.1F, Paragraph 7L, addresses proposal protests. A copy of this Paragraph will be provided to the protester upon written request to METRO. Review of a protest by FTA will be limited to a grantee’s failure to have or follow its written protest procedures, its failure to review a complaint or protest, or violations of federal law or regulations. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by METRO or other basis of appeal to FTA. Violations of a specific federal law or regulation will be handled by the complaint process stated within that law or regulation. Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities.

U. POSTPONEMENT OF DATE SET FOR RECEIPT OF PROPOSALS

Notwithstanding the time for receipt of proposals established in the Request for Proposals, the date and time for receipt of proposals may be postponed solely at METRO’s discretion.

V. SOLICITATION ORDER OF PRECEDENCE

Notwithstanding the Article of this solicitation entitled ‘Contract Order of Precedence,’ in the event of an inconsistency between provisions of this solicitation prior to award, the inconsistency shall be resolved by giving precedence in the following order:

1. Solicitation Amendments (if any) with the latest having precedence;

2. Instructions to Proposers;

3. The Proposal Form;

4. The proposed contract articles;

5. Scope of services; and

6. Any other full-text provision of this solicitation whether incorporated by reference or otherwise.
W. SUBMISSION OF PROPOSALS

A proposal shall be submitted so as to be received no later than the exact time and at the place indicated in the Request for Proposals and shall be enclosed in a sealed envelope clearly identified as a proposal with the project title, Request for Proposals number and proposal receipt time. The envelope shall identify the name and address of the proposer and shall contain all required documents. Failure to do so may result in a premature opening of, or a failure to open, such proposal.

X. TAXES

METRO is exempt from payment of Federal Excise and Transportation Tax and the Texas Limited Sales, Excise and Use Tax. The Contractor’s invoice(s) shall not contain assessment for any of these taxes.

3 SMALL BUSINESS AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS

A. The Metropolitan Transit Authority of Harris County, Texas (METRO) has implemented a Small Business Enterprise Program, hereinafter referred to as the Program, for small businesses attempting to provide goods and/or services as prime Contractors to METRO or as subcontractors to other prime Contractors to METRO. It is the policy of METRO to promote equal opportunity and non-discrimination in all of its procurement matters in accordance with state and federal law. The Program seeks to provide METRO-certified Small Businesses (SBE) and federally-certified Disadvantaged Businesses Enterprises (DBE) a full and fair opportunity to participate in METRO projects through race-gender neutral means. The Small Business Enterprise Program shall not be used to discriminate against any person or company or group of persons or companies because of race, color, national origin, religion, sex (including gender identity and sexual orientation), disability, or age. Each bidder, proposer, Contractor and subcontractor shall comply with this non-discrimination requirement.

B. The Small Business Enterprise Program is a separate program from METRO’s Disadvantaged Business Enterprise (DBE) Program which is administered by the federal government and applies to federally funded projects. METRO’s Small Business and Disadvantaged Business Enterprise Programs can be found at https://www.ridemetro.org/Pages/SB-FormsTemplates.aspx

C. Nothing in the Small Business or Disadvantaged Business Enterprise Programs should be construed to give a bidder or proposer a property interest in a proposal, bid or contract prior to the Board of Directors’ award of the contract and compliance with all statutory and legal requirements.

D. METRO has established a Small Business Participation goal for this solicitation. The Small Business Participation goal may be satisfied by utilizing METRO-certified Small Businesses or federally-certified Disadvantaged business enterprises or a combination of both. All references to Small Businesses include Disadvantaged Businesses. The Small Business Participation goal is:

15%

BIDDERS WHO FAIL TO COMMIT TO THE SMALL BUSINESS CONTRACT GOAL WILL BE DEEMED NONRESPONSIVE AND NO FURTHER CONSIDERATION WILL BE GIVEN TO THEIR BID.

E. All prime Contractors, whether SBE/DBE or non-SBE/DBE, must always self-perform at a minimum thirty percent (30%) of the contract regardless of the Small Business Participation goal percentage.

F. Small Business Goal Commitment for a Small Business Participation goal listed in above item D: EXAMPLE SCENARIOS

1. If a Small Business Participation goal is established in item D above, bidders/proposers who fail to commit to the Small Business Participation goal will be deemed nonresponsive and no further consideration will be given to their bid/proposal.

2. Non-certified Small Business or TUCP Disadvantaged Business Enterprise primes must subcontract at a minimum the Small Business Participation goal percentage to METRO-certified Small Business firms. TUCP Disadvantaged Business Enterprise firms or a combination of both in order to satisfy the Small Business Participation goal requirement.

3. The performance of a METRO-certified Small Business or federally certified Disadvantaged Business Enterprise prime may satisfy the Small Business Participation goal requirement if:

   a) The SBE/DBE prime self-performs at a minimum the Small Business Participation goal percentage
      Example: Small Business Participation goal is 35%
               The SBE/DBE prime self-performs 35%
               The prime has satisfied the 35% Small Business Participation goal

   b) The SBE/DBE prime combined with a SBE/DBE subcontractor performs at a minimum the Small Business Participation
goal percentage

Example:  
Small Business Participation goal is 40%  
The SBE/DBE prime self-performs 35%  
SBE/DBE subcontractor performs 5%  
The prime has satisfied the 40% Small Business Participation goal  

c) The SBE/DBE prime cannot self-perform 100% of the contract. The prime must subcontract at a minimum the Small Business Participation goal percentage. At a minimum, fifty percent (50%) of the Small Business Participation goal must be subcontracted to a SBE, DBE or a combination of both.

Example:  
Small Business Participation goal is 35%  
The SBE/DBE prime self-performs 65%  
Subcontractors (METRO-certified) perform 17.5%  
Subcontractors (non-certified) perform 17.5%  
The prime has satisfied the 35% Small Business Participation goal  

d) Joint venture Contractors with SBE/DBE partners will count towards the Small Business Participation goal only for the percentage of the SBE/DBE partner.

Example:  
Joint venture  
1 - Non-SBE/DBE partner @ 50% of joint venture  
1 - SBE/DBE partner @ 50% of joint venture  
Joint venturer is performing 30% of the contract = 15% Small Business participation  

e) Joint venturers and their partners are prohibited from submitting as a prime and as a subcontractor on the same submission.

Example:  
Joint venturer submits as a prime  
Joint venture partners are listed as subcontractors on the same submission  
Joint venturers and partners are prohibited from submitting in this way  

3. Non-certified bidders/proposers are prohibited from multiple submissions of bids or proposals, i.e. submitting as a prime Contractor in one submission and as a subcontractor in another submission for the same project. Such multiple submissions may result in the disqualification of all submissions where the bidder/proposer is listed.

5. Certified bidders/proposers may submit as a Prime in one submission and as a subcontractor in one (1) other submission for the same project.

6. Agreements between a bidder/proposer and a Small Business Enterprise or Disadvantaged Business Enterprise in which the SBE or DBE promises not to provide subcontracting quotations to other bidders/proposers shall be prohibited.

7. SBEs and DBEs, not submitting as a Prime are limited to submitting as subcontractors on only four (4) bid/proposal submissions for the same project. Failure to adhere to this four (4) bid/proposal limit may result in the disqualification of the offending SBE or DBE from all bids/proposals.

G. Required Small Business Documents

Note: The ‘Contractor’s Utilization Plan,’ ‘Business Assurance Statement,’ ‘Subcontractor/Supplier Letter of Intent,’ and ‘Contractor Utilization Plan Pledge’ forms constitute the Contractor’s commitment to subcontract to certified businesses.

Note: Submission of the forms identified as ‘Contractor Owned’ are a condition to be met by the proposers in order to be deemed responsive and must be met as a condition prior to contract award. Any changes or adjustments to the information on these forms shall be submitted to the Contracting Officer and the Office of Small Business for approval. Once approved, the updated form(s) will be added to the contract file without requiring modification to the contract.

Note: All Small Business forms are to be submitted together under a single tab in bid/proposal submissions. If no Small Business Participation goal has been established, only the Contractor Utilization Plan Form must be submitted.

1. Contractor Utilization Plan ‘Contractor Owned’ See Exhibit F, Form 1

a) IT IS MANDATORY that every bidder or proposer submit a Contractor’s Utilization Plan (the ‘Plan’) when submitting a bid or proposal or response to request for qualifications, whether or not a Small Business Participation goal has been established.
b) The bidder/proposer must use this form to identify all subcontractors with whom the bidder/proposer intends to contract, specifying the agreed price and/or percentage to be paid each subcontractor for such work, and certifying the contract items and parts thereof to be performed by each subcontractor. Only percentages of Contract Work Effort are to be indicated when responding to RFQ/RFP submissions, as pricing is determined later in the procurement process.

c) If applicable, the Plan should set forth how the Small Business Participation goal for the proposed project is to be met. The Plan will be used by METRO as a factor in evaluating whether a bidder/proposer has complied with the requirements of the Program to satisfy the Small Business Participation goal.

d) If the Small Business participation submitted by the bidder/proposer does not meet an established Small Business Participation goal, if any, the bidder/proposer will be deemed non-responsive and will not be considered for contract award.

e) Failure to submit a complete Plan for a contract with a Small Business Participation goal will result in bid/proposal being deemed non-responsive and will not be considered for contract award.

f) When a Small Business Participation goal has been established, the Contractor shall adhere to the 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.

g) When adding a certified subcontractor to the Plan with a Small Business Participation goal, the Contractor must submit a copy of the subcontract agreement to the Office of Small Business within fifteen (15) days of receiving approval from the Office of Small Business.

h) The Contractor Utilization Plan must include the following:

1) A simple, straight-forward statement outlining subcontractor participation regardless of certification, inclusive of scope, responsibilities and percentage of work.

2) Materials and supplies shall be counted towards the small business goal as follows:

   i. 100 percent of the cost of materials or supplies purchased from a small business manufacturer can be applied towards the Small Business Participation goal of a Contract. A manufacturer is defined as a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment of the general character described by the scope and/or specifications of the contract.

   ii. Sixty percent of the cost of materials or supplies purchased from a small business regular dealer can be applied towards the Small Business Participation goal of a Contract. A regular dealer is defined as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the scope and/or specifications of the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

3) Proposer/bidders should include copies of documents demonstrating that each Small Business team member is acceptably certified as either a METRO-certified Small Business or federally certified Disadvantaged Business Enterprise and verifying that such certification is active as of the date of proposal/bid submission.

   i. **METRO accepts ONLY the following certifications:**

      - SBE - Metropolitan Transit Authority of Harris County (METRO)
      - DBE - City of Houston
      - DBE - City of Austin
      - DBE – Corpus Christi Regional Transportation Authority
      - DBE – North Central Texas Regional Certification Agency
      - DBE – South Central Texas Regional Certification Agency
      - DBE - Texas Department of Transportation (DOT)
      - DBE Certification from other states
      - 8 (a) Certification – Small Business Administration
ii. Examples of certifications METRO DOES NOT accept:

- HUB Certification - Historically Underutilized Business
- MBE Certification - Minority Business Enterprise
- WBE Certification - Women Business Enterprise
- Small Business Enterprise (SBE) Certification from any other agency
- Any certifications that are not listed in above section i.

iii. The link to the METRO SBE directory is https://ridemetro.sbdbe.com/. The link to the TUCP DBE directory is https://txdot.txdotcms.com/. Proposers/bidders are encouraged to use these links to verify certifications. Firms with unacceptable certifications will not be counted towards the Small Business contract goal.

iv. If a proposer/bidder submits plans to add a firm as part of its small business participation that is not yet certified as referenced above, that firm must be either METRO Small Business- or federal Disadvantaged Business Enterprise-certified prior to the bid/proposal submittal date. Firms certified after the bid/proposal submittal date will not be counted towards the commitment. Additional Small Business certification information and forms may be found at METRO’s website: www.ridemetro.org under Small Business.

4) When requested, a timeline for performance by subcontractors.

5) Signature of the bidder/proposer.

2. Business Assurance Statement (BAS) ‘Contractor Owned’ See Exhibit F, Form 2

a) Bidders/proposers are required to submit an executed Business Assurance Statement form with their bid/proposal when a Small Business Participation goal has been established.

b) Bidders/proposers must enter their Small Business Participation goal commitment. This includes the SBE/DBE prime’s participation if applicable.

c) Bidders/proposers must enter into agreements with the subcontractors listed on the Plan

d) Bidders/proposers must include the BAS Clauses in their subcontractor agreements

3. Letter of Intent (LOI) ‘Contractor Owned’ See Exhibit F, Form 3

a) Bidders/proposers are required to submit a Letter of Intent form for all subcontractors when a Small Business Participation goal has been established.

b) The Letters of Intent must be executed by the prime and the subcontractor

4. Contractor Utilization Plan Pledge (Pledge) ‘Contractor Owned’ See Exhibit F, Form 4

a) Bidders/proposers are required to submit an executed Pledge form with their bid or proposal when a Small Business Participation goal has been established.

b) Bidders/proposers must pledge prompt payment to ALL subcontractors

c) Bidders/proposers must affirm adherence to METRO’s Non-discrimination Mandate

d) When applicable, bidders/proposers must pledge prompt payment of retainage

e) Bidders/proposers must include the Pledge Clauses in their subcontractor agreements

H. Incentives Utilizing Small Businesses

1. Fees for Solicitation Documents. Submitters making a valid proposal and participating in the Program will receive a refund for up to seven (7) sets of documents purchased from METRO.

2. Bid Security/Bond. A bid security will no longer be required except for federally funded construction solicitations exceeding $100,000.

3. METRO's Incentives. METRO may utilize other incentives, as set forth in the bid specifications or request for proposal, as it determines appropriate.
I. METRO encourages Contractors to use financial institutions owned and controlled by socially and economically disadvantaged individuals. A listing of such institutions may be found at [https://www.fdic.gov/regulations/resources/minoritymdi.html](https://www.fdic.gov/regulations/resources/minoritymdi.html)

4 PROPOSAL FORMS SUBMISSION CHECKLIST

Insert requested information and sign and date where indicated.

SUBMIT WITH COMPLETED PROPOSAL

- 'Proposer's Questionnaire' Section I, Article 5
- 'Technical Proposal Submission' page Section I, Article 6
- 'Technical Proposal' (without pricing) Section I, Article 7, in sealed envelope, separate from pricing
- 'Pricing Proposal' Submission Section II, Article 1
- 'Offer/Acceptance/Award Signature; page Section II, Article 2
- 'Solicitation/Contract Amount, Items and Prices' form Section II, Article 3, in separate, sealed envelope
- 'Key Personnel' form Section II, Article 4
- 'Certification of Restrictions on Lobbying' form Section XI, Exhibit C
- 'Debarment and Suspension Certification' form Section XI, Exhibit D
- 'Contractor's Utilization Plan' form Section XI, Exhibit F, Form 1
- 'Buy America' Certificate, if applicable Section XI, Exhibit G

SUBMIT IF A SMALL BUSINESS GOAL IS ESTABLISHED

- 'Business Assurance Statement' form Section XI, Exhibit F, Form 2
- 'Subcontractor/Supplier Letter of Intent' form Section XI, Exhibit F, Form 3
- 'Contractor's Utilization Plan Pledge' form Section XI, Exhibit F, Form 4
- Acceptable Small Business Certification documentation

SUBMIT ONLY IF APPLICABLE

Evidence of attainment of proper license or permit, if special licensing or permitting is required by federal, state or local law or ordinance.
5 PROPOSER’S QUESTIONNAIRE

Every Contractor and subcontractor anticipated to be utilized in performance of these services is to complete this questionnaire where applicable.

All completed questionnaires are to be submitted with the prime proposer’s proposal.

A. Name of Company: _____________________________________________________

B. Address of Company: ___________________________________________________

________________________________________________________

________________________________________________________

Telephone #: ___________ Fax #: __________ Email: ________________________________

Office hours: _______________________________________________________

C. Location of office responsible for providing services if different from above:

________________________________________________________

________________________________________________________

________________________________________________________

Telephone #: ___________ Fax #: __________ Email: ________________________________

Office hours: _______________________________________________________

D. Is the building where the firm is located (check one):

Leased _____ Corporate-owned _____ Individual-owned _____

E. Geographical Service Area: ____________________________________________

F. Texas Taxpayer Number: _____________________________________________

G. What is the address and telephone number of your firm’s headquarters?

________________________________________________________

________________________________________________________

________________________________________________________

H. What is the address of the office/location where your firm’s financial records are kept/stored?

________________________________________________________

________________________________________________________

________________________________________________________
I. Who at your office would be a METRO Auditor’s principal contact?

Name: ____________________________________________

Telephone #: ___________ Fax #: ___________ Email: ________________________________

Office hours: ________________________________________________________________

J. Name your principal financial institution for financial responsibility reference:

Name of Bank: ____________________________________________________________

Street Address: __________________________________________________________

City and State: __________________________________________________________

Telephone: ______________________________________________________________

E-Mail: _________________________________________________________________

Officer Familiar with Proposer’s Account: ________________________________

K. State your firm’s annual average receipts for the past three (3) fiscal years:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AVE. ANNUAL RECEIPTS</th>
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<tr>
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L. Is your firm aware of, and will it comply with Texas Government Code, Title 10, Chapter 2251 when making payments to subcontractors?

Yes ____ No ____

M. Does your firm agree (if awarded a contract) to make corporate data and records (as they relate to the contract) available to METRO for audit during performance of and for a period of three (3) years after contract completion?

Yes ____ No ____

N. Your firm maintains its accounts on a(n) (check one):

Accrual Basis Accounting System ____ Cash Basis Accounting System ____

O. What is your firm's fiscal year ending date? ________________

P. Have you attached a copy of your firm’s last annual financial (profit/loss) statement?

Yes ____ No ____

Q. Does your firm have other branches operating in other places?

Yes ____ No ____ If yes:

How many? ____ Are separate accounting reports prepared for each branch?

Yes ____ No ____

What indirect overhead rate will be used in the Contract?

The branch that will provide the services ____ The combined rate of the home office and all branches ____

R. Has your firm ever been audited by METRO?

Yes ____ No ____ If yes:

The date of the last audit was: ________________________________
S. Have your firm’s accounting records been subjected to an annual independent audit? Yes ____ No ____
   If yes, please provide a copy of CPA reports for the last two (2) years.

T. Has your firm recently been audited by a cognizant Federal Government Audit Agency? Yes ____ No ____ If yes:
   By which agency? ____________________________
   Periods covered by the audit: ___________________
   Have you attached a copy of the latest audit performed by such agency? Yes ____ No ____

U. Has your firm established project accounting records to record costs by individual project? Yes ____ No ____

V. Are the costs in these records used as the basis for your firm’s financial status reports and billing purposes? Yes ____ No ____

W. Does your firm post credits for rebates, returns and allowances as a reduction to expenditures? Yes ____ No ____

X. Are employees consistently identified and classified as to direct and indirect categories of labor? Yes ____ No ____

Y. Does your firm currently employ or has it ever employed, at any time over the past twelve (12) months, any current or former METRO employees, associates, or representatives in any capacity whatsoever? Yes ____ No ____ If yes:
   Please provide on a separate sheet of paper the name of the individual, the purpose of employment, and the period employed.

Z. Does your firm currently employ or carry on its payrolls any individual of a nationality other than United States citizen? Yes ____ No ____ If yes:
   Is the individual known to have entered and are working in the United States in accordance with the established laws of the United States Immigration and Naturalization Authority? Yes ____ No ____

AA. Please list the individuals authorized to negotiate with METRO in connection with this Request for Proposal.

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<tr>
<th>NAME</th>
<th>TITLE</th>
<th>TELEPHONE</th>
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BB. How many years has your organization been in business as a Contractor or consultant under your present business name? _______ Years

CC. How many people are currently employed by your firm?

In Harris County? ___________ Outside Harris County? _______
DD. List the names of personnel who will be directly responsible for or in any way involved in providing the required services. Resumes must be included for named personnel.

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EE. Have you or your organization, or any officer or partner thereof, failed to complete a contract?  Yes ____ No ____ If yes:

Provide details:

________________________________________________________________________

________________________________________________________________________

Please provide a name and contact information of a representative at client firms for which your firm was unable to complete any contract or project within the last five years, who can describe circumstances surrounding that event. (Include projects from which your firm was removed, terminated, contract not extended, or lost for any reason.)

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FF. Is any litigation pending against your organization that will affect your company's ability to perform the required services?  Yes ____ No ____ If yes:

Provide details:

________________________________________________________________________

________________________________________________________________________

GG. List names of client companies, including public bodies, for whom you have furnished the same or similar type of service.

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<th>NAME</th>
<th>ADDRESS</th>
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By signing below, the proposer/contractor represents the following: (1) the business/company contracting with METRO is in good standing with the state of Texas; (2) the business/company is authorized to transact business in the state of Texas; and (3) the business/company does not have any outstanding debts (including, but not limited to, tax liens) that affect the proposer/contractor’s ability to transact business in the state of Texas. The proposer/contractor shall provide METRO proof to support the above representations.

The undersigned certifies that he/she is legally authorized by the proposer to make the statements and representations contained in this proposal, and represents and warrants that the foregoing information is true and accurate to the best of his/her knowledge, and intends that the Metropolitan Transit Authority, Harris County, Texas, can rely thereon in evaluating this proposal.

NAME: ____________________________________________

TITLE: ____________________________________________

SIGNATURE: By: ______________________________________

DATE OF SIGNING: ____________________________
METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY TEXAS

REQUEST FOR PROPOSALS (RFP)

RFP No.: 4020000148  Date of RFP: June 8, 2020  Contract No.: _________________

Description of Project: METROLift Minivan Transportation Services

(TO BE COMPLETED BY PROPOSER)

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 price listed in the ‘Solicitation/Contract Amount, Items and Prices’ Article herein and in accordance with the Contract documents.

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.

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

FULL NAME OF PARTNERS (Type or print)

BUSINESS NAME (Type or print)

ADDRESS (Type or print)

PHONE: ( ) _______________  FAX NO: ( ) _______________

CITY, STATE, ZIP CODE (Type or print)

EMAIL: __________________________

BY: (Sign in ink)

NAME: (Type or print)  TITLE

DATE: _______________________

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

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.

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.
Houston, Texas 77002

NOTE: Identify the envelope containing a proposal with the project title, Request for Proposals number, proposal due date, and the proposer’s company name and address.
7 TECHNICAL PROPOSAL -- PRICING EXCLUDED

THE TECHNICAL, NON-PRICED PROPOSAL IS TO BE SUBMITTED IN A SEALED ENVELOPE SEPARATE FROM THE PRICING PROPOSAL.

Proposer to insert proposal here, EXCLUSIVE OF PRICING
SECTION II - FORMS FOR PROPOSING/AWARD

1 PRICING PROPOSAL SUBMISSION PAGE

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY TEXAS

REQUEST FOR PROPOSALS

RFP No.: 4020000148 Date of RFP: June 8, 2020 Contract No.: ________________

Description of Project: METROLift Minivan Transportation Services

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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.

(TO BE COMPLETED BY PROPOSER AT THE CONCLUSION OF NEGOTIATIONS OF THE CONTRACT)

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

FULL NAME OF PARTNERS (Type or Print):

BUSINESS NAME (Type or print)

ADDRESS (Type or print)

CITY, STATE, ZIP CODE (Type or print)

PHONE: ( ) __________ FAX NO: ( ) __________

EMAIL: __________________

BY: (Sign in ink)

NAME (Type or print) 

TITLE (Type or print)

DATE: ____________________

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.
Houston, Texas 77002

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.
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: ______________________________________

(TYPE OR PRINT)

TITLE: ______________________________________

DATE: ______________________________________

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. ______________

METRO and the Contractor have executed this Contract and it shall be effective on the ____ day of ____________, 20__.

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 ____ day of ____________, 20__, 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

THE PRICING PROPOSAL IS TO BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE FROM THE TECHNICAL PROPOSAL. ADDITIONALLY, PROPOSER SHALL SUBMIT THE COSTING BREAKDOWN DOCUMENT ELECTRONICALLY TO KEVIN MOORE AT KM04@ridemetro.org

NAME OF FIRM: _______________________________ (CONTRACTOR)

1 CONTRACT AMOUNT/SCHEDULE OF ITEMS AND PRICES

The Contractor shall furnish all labor, tools, equipment, supervision, transportation, insurance, security, accounting, documentation, reports, and all other resources necessary to perform the METROLift Minivan Transportation Services complete, and in strict compliance with the terms and conditions of this Contract, Exhibit A, Scope of Services, entitled ‘METROLift Minivan Transportation Services’ with referenced Attachments, the Contractor’s proposal dated __________ as accepted by METRO as well as other Contract exhibits, which are hereby incorporated into this Contract by reference.

METRO will pay the Contractor rates per Revenue Hour performed as outlined in the charts below. METRO reserves the right to change or modify the amount of Revenue Hours to meet the demands of the service offered by METRO to the public. Revenue Hours are defined as METRO scheduled time the Contractor is required to perform the transportation services according to the terms of this Contract. Revenue Hours shall begin and end according to a manifest or schedule provided by METRO to the Contractor daily.

METROLift Minivan Transportation Services
The Contractor shall provide all resources required to perform all METROLift Minivan Transportation Services utilizing METRO owned-furnished vehicles

A. This chart indicates the Estimated Revenue Hours and the corresponding prices per Revenue Hour. These prices shall remain firm from 85% to 110% of the hours. These charts are meant to be used with demand-response METROLift services and no other type of services.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF SERVICES</th>
<th>CONTRACT PERIOD</th>
<th>ESTIMATED REVENUE HOURS</th>
<th>PRICE PER REVENUE HOUR</th>
<th>EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Transition in Minivan Services (Apr 21 – Jun 21)</td>
<td>3 months</td>
<td>112,130</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Year 1 Minivan Services (Jul 21 – Jun 22)</td>
<td>12 months</td>
<td>461,974</td>
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<td></td>
</tr>
<tr>
<td>3</td>
<td>Year 2 Minivan Services (Jul 22 – Jun 23)</td>
<td>12 months</td>
<td>478,143</td>
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<td></td>
</tr>
<tr>
<td>4</td>
<td>Year 3 Minivan Services (Jul 23 – Jun 24)</td>
<td>12 months</td>
<td>499,659</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Year 4 Minivan Services (Jul 24 – Jun 25)</td>
<td>12 months</td>
<td>519,645</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Year 5 Minivan Services (Jul 25 – Jun 26)</td>
<td>12 months</td>
<td>537,833</td>
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<tr>
<td>7</td>
<td>Transition out Minivan Services (Jul 26 – Sep 26)</td>
<td>3 months</td>
<td>134,458</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Base Contract Amount

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF SERVICES</th>
<th>CONTRACT PERIOD</th>
<th>ESTIMATED REVENUE HOURS</th>
<th>PRICE PER REVENUE HOUR</th>
<th>EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Option Year 1 Minivan Service (Jul 26 – Jul 27)</td>
<td>12 months</td>
<td>551,279</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Option Year 2 Minivan Service (Jul 27 – Jul 28)</td>
<td>12 months</td>
<td>565,061</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The Transition Out Period will move to the end of any option year(s) as exercised by METRO.
*The Transition Out Period Price per Revenue Hour will be the same pricing as the previous 12-month period.

B. If METRO increases the Revenue Hours above 10% of the Estimated Revenue Hours in Chart (A) above for each Contract Period; the below Price Per Revenue Hour in Chart (B) will be in effect for all Revenue Hours performed above and beyond 110% of the Estimated Revenue Hours in Chart (A) during the corresponding Contract Period. Revenue Hours above the Estimated Revenue Hours listed in Chart (A) and below 110% will be paid at the rates indicated in Chart (A) above. Only those hours above the 110% will be paid according to the chart below: For example, the Contractor performed 112% above the estimated hours, only those hours above 110% will be paid at the rates below or the additional 2% at the rate indicated in Chart B below.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF SERVICES</th>
<th>RANGE OF ESTIMATED REVENUE HOURS</th>
<th>REVENUE HOUR PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Transition in Minivan Services (Apr 21 – Jun 21)</td>
<td>110% of 112,130 or more than 123,342 Revenue Hours</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Year 1 Minivan Services (Jul 21 – Jun 22)</td>
<td>110% of 461,974 or more than 508,171 Revenue Hours</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Year 2 Minivan Services (Jul 22 – Jun 23)</td>
<td>110% of 478,143 or more than 525,957 Revenue Hours</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Year 3 Minivan Services (Jul 23 – Jun 24)</td>
<td>110% of 499,659 or more than 549,625 Revenue Hours</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Year 4 Minivan Services (Jul 24 – Jun 25)</td>
<td>110% of 519,645 or more than 571,610 Revenue Hours</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Year 5 Minivan Services (Jul 25 – Jun 26)</td>
<td>110% of 537,833 or more than 591,616 Revenue Hours</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Transition out Minivan Services (Jul 26 – Sep 26)</td>
<td>110% of 134,458 or more than 147,904 Revenue Hours</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Option Year 1 Minivan Service (Jul 26 – Jul 27)</td>
<td>110% of 551,279 or more than 606,407 Revenue Hours</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Option Year 2 Minivan Service (Jul 27 – Jul 28)</td>
<td>110% of 565,061 or more than 621,567 Revenue Hours</td>
<td></td>
</tr>
</tbody>
</table>

C. If METRO decreases the Revenue Hours below 15% of the Estimated Revenue Hours in Chart A above for each Contract Period; METRO will pay the Contractor for all un-operated or non-performed hours up to 85% of the total Estimated Revenue Hours in Chart A at the price per Revenue Hour indicated as follows:

1. METRO will pay Contractor for the Revenue Hours actually performed by the Contractor according to Chart A above; and
2. METRO will pay the Contractor for the Revenue Hours not performed up to 85% of the Estimated Revenue Hours in Chart A to make the Contractor whole at the price per revenue hour indicated in Chart C below.

For example: Under Item No. 1, if the Contractor actually performs 95,000 revenue hours during that contract period, METRO will pay Contractor an additional 310 hours not performed by the Contractor at the price per revenue hour indicated during the corresponding contract period to make the Contractor whole up to 85% of the estimated revenue hours indicated in Chart A. The revenue hours actually performed by the Contractor will be paid according to Chart A above.

Note: METRO may request reduced service due to low ridership conditions to include, but not be limited to, severe weather, seasonal holiday slowdowns, days following a holiday, days following severe weather, days following other service shutdown (phone outages, power outages, etc.), and/or any other METRO declared emergencies beyond METRO’s control. The chart does not apply to the loss of revenue service hours for reduced services beyond METRO’s control or that are not anticipated by METRO during the contract period. METRO will not apply the Contractor’s lost revenue hours towards these calculations.

---

Chart C

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF SERVICES</th>
<th>RANGE OF ESTIMATED REVENUE HOURS</th>
<th>REVENUE HOUR PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Transition in Minivan Services (Apr 21 – Jun 21)</td>
<td>85% of 112,130 or less than 95,310 Revenue Hours</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Year 1 Minivan Services (Jul 21 – Jun 22)</td>
<td>85% of 461,974 or less than 392,678 Revenue Hours</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Year 2 Minivan Services (Jul 22 – Jun 23)</td>
<td>85% of 478,143 or less than 406,421 Revenue Hours</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Year 3 Minivan Services (Jul 23 – Jun 24)</td>
<td>85% of 499,659 or less than 424,710 Revenue Hours</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Year 4 Minivan Services (Jul 24 – Jun 25)</td>
<td>85% of 519,645 or less than 441,699 Revenue Hours</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Year 5 Minivan Services (Jul 25 – Jun 26)</td>
<td>85% of 537,833 or less than 457,158 Revenue Hours</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Transition out Minivan Services (Jul 26 – Sep 26)</td>
<td>85% of 134,458 or less than 114,290 Revenue Hours</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Option Year 1 Minivan Service (Jul 26 – Jul 27)</td>
<td>85% of 551,279 or less than 468,587 Revenue Hours</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Option Year 2 Minivan Service (Jul 27 – Jul 28)</td>
<td>85% of 565,061 or less than 480,302 Revenue Hours</td>
<td></td>
</tr>
</tbody>
</table>
METRO Community Connector Transportation Services

The Contractor shall provide all resources required to perform METRO Community Connector Services utilizing METRO owned-furnished vehicles.

A. This chart indicates the Estimated Revenue Hours and the corresponding prices per Revenue Hour.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF SERVICES</th>
<th>CONTRACT PERIOD</th>
<th>ESTIMATED REVENUE HOURS</th>
<th>PRICE PER REVENUE HOUR</th>
<th>EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Transition in Community Connector Services</strong></td>
<td>3 months</td>
<td>25,959</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>(Apr 21 – Jun 21)</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Year 1 Community Connector Services</strong></td>
<td>12 months</td>
<td>106,432</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>(Jul 21 – Jun 22)</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Year 2 Community Connector Services</strong></td>
<td>12 months</td>
<td>109,093</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>(Jul 22 – Jun 23)</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Year 3 Community Connector Services</strong></td>
<td>12 months</td>
<td>111,820</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>(Jul 23 – Jun 24)</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td><strong>Year 4 Community Connector Services</strong></td>
<td>12 months</td>
<td>114,616</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>(Jul 24 – Jun 25)</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td><strong>Year 5 Community Connector Services</strong></td>
<td>12 months</td>
<td>117,481</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>(Jul 25 – Jun 26)</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td><strong>Transition out Community Connector Services</strong></td>
<td>3 months</td>
<td>29,370</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>(Jul 26 – Sep 26)</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Base Contract Amount**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF SERVICES</th>
<th>CONTRACT PERIOD</th>
<th>ESTIMATED REVENUE HOURS</th>
<th>PRICE PER REVENUE HOUR</th>
<th>EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td><strong>Option Year 1 Community Connector Service</strong></td>
<td>12 months</td>
<td>120,418</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>(Jul 26 – Jul 27)</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td><strong>Option Year 2 Community Connector Service</strong></td>
<td>12 months</td>
<td>123,428</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>(Jul 27 – Jul 28)</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The Transition Out Period will move to the end of any option year(s) as exercised by METRO.*

*The Transition Out Period Price per Revenue Hour will be the same pricing as the previous 12-month period.*

Note: METRO may request reduced service due to low ridership conditions to include, but not be limited to: severe weather, seasonal holiday slowdowns, days following a holiday, days following severe weather, public health emergencies, days following other service shutdown (phone outages, power outages, etc.), and/or any other METRO declared emergencies beyond METRO's control. Chart C does not apply to the loss of revenue service hours for reduced services beyond METRO's control or that are not anticipated by METRO during the contract period. METRO will not apply the Contractor's lost revenue hours towards these calculations.

METRO may request additional service due to increases in ridership or in response demand for expanded service. The Contractor shall have the capacity to add resources and expand service as needed.
4 KEY PERSONNEL FORM

PRIME CONTRACTOR: ________________
Name: ___________________________________ TEL (____) ____________
Title: ___________________________________ FAX (____) ____________
E-Mail: __________________________________________________________________

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: __________________________________________________________________

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 five (5) years from the effective date of the Contract in addition to the transition in and transition out periods (6 months) for a total of sixty six (66) months. Additionally, at METRO’s sole option, this Contract shall be renewable for two (2) one (1) year option periods, unless otherwise extended or terminated by METRO in accordance with the terms and conditions of this Contract.

B. METRO may require the Contractor to continue to perform any or all Services under this Contract for a period not-to-exceed one hundred and eighty (180) days after the scheduled date of Contract completion including any extension thereof. The Contracting Officer may exercise this option, at any time within ninety (90) days prior to Contract completion, by giving written notice to the Contractor. The Contract unit prices in effect at the time this option is exercised shall apply to any extension made pursuant to this Article unless provision for appropriate price adjustment has been made elsewhere in this Contract.

C. 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 perform METROLift Minivan Transportation Services and Community Connector Services 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
   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 ______________________ and __/100 Dollars ($____________), 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): ___%. 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. On a monthly basis, 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; and
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: Kevin Moore
Contracting Officer
METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS
1900 Main St., 8th Floor
Houston, Texas 77002

Contractor: ______________________________________
____________________________________
____________________________________

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.

6 LIQUIDATED DAMAGES FOR METROLIFT ACCESSIBLE TRANSPORTATION SERVICES

A. Liquidated damages will be assessed for Contractor deficiencies specified herein. Liquidated Damages are not punitive but intended to recover METRO's cost for the Contractor's deficiencies, lost service or additional work by METRO for service delivery to the METROLift patron. METRO will consider extenuating circumstances in assessing damages. The Contractor has the ability to control liquidated damages through well trained drivers, refresher training, and effective communications with METROLift dispatch staff. In the event the Contractor fails to comply with the following standards, METRO shall assess liquidated damages as follows:

- The term "Revenue" or "Revenue Time" or "Revenue Service" represents paid revenue service.
- The term "Vehicle" refers to METROLift provided Mini Vans and the Contractor's provided Vehicles such as the Street Supervisor Vans.
- The term "Accelerated Start-up" refers to starting service faster than originally anticipated. In this case, Liquidated Damages may be waived for a period of time.

B. Liquidated damages shall be assessed if the Contractor's report for the National Transit Database are submitted incomplete and/or inaccurately or submitted late past the METRO established due date(s). See Contract Article "National Transit Database Report" for more information. Failure to report all accurate requested data to METRO by pre-established deadlines may jeopardize METRO's federal funding. Liquidated damages shall be assessed in the amount of:

- $100.00 for each calendar day late for any ad-hoc reports requested by METRO,
- $100.00 for each calendar day late for the monthly and/or quarterly reports,
- $500.00 for each calendar day late after the pre-established date for the yearly report.

Note: Repeated actions or lack of actions by the Contractor that jeopardize METRO's federal funding may be considered a cause for Contract Termination for Default.

a. Liquidated damages shall be assessed in the amount of $250.00 per day for late accident/incident reporting for the National Transit Database Safety and Security Reporting. All accidents/incidents as defined and reportable to the National Transit Database are due to METRO's Safety Department by the next METRO business day of the accident/incident event. The Contractor shall submit reports accurately and completely into METRO's SharePoint database the next business day or within 48 hours of all incidents and/or accidents. The Contractor shall provide personnel to be trained by METRO and METRO will provide access to METRO's SharePoint database. Failure to report all accurate and/or correct requested accidents/incidents by the next business day or within the 48 hours to METRO may jeopardize METRO's federal funding.

Note: Repeated actions or lack of actions by the Contractor that jeopardize METRO's federal funding may be considered a cause for Contract Termination for Default.

b. Liquidated damages shall be assessed if the Contractor is found by METRO or the FTA to be in violation of EEO, Title VI, or DOT/FTA guidelines of the Drug and Alcohol policy and program. Liquidated damages shall be assessed daily from the date of the written notice until either METRO or FTA deems compliance has been met and issues a written notification. Failure to report all requested data to METRO by pre-established deadlines may jeopardize METRO's federal funding. Repeated actions or lack of actions by the Contractor that jeopardize METRO's federal funding may be considered a cause for Contract Termination for Default. Liquidated damages shall be assessed in the amount of:
First violation $500.00 daily,
Second violation $1,000.00 daily,
Third violation $1,500.00 daily,
Fourth violation $2,000.00 daily.

Note: Repeated actions or lack of actions by the Contractor that jeopardize METRO's federal funding may be considered a cause for Contract Termination for Default.

c. Liquidated damages shall be assessed for service as listed below:

i. Failure to Arrive and Perform: - The Arrive and Perform procedure is listed in the attached Scope of Services. METRO will review drivers who fail to push the "Arrive" and "Perform" buttons daily otherwise known as "Performing the Manifest". METRO will review routes on the Trapeze and/or any other Electronic System available to determine failure to "Arrive" and "Perform". A driver, who fails to "Perform the Manifest" trip properly, will be assessed $50.00 per trip.

1. A driver who fails to stay in communication i.e. fails to "Arrive" and/or "Perform" the previous trip on the Manifest using the MDT equipment and/or fails to make voice contact with the METRO Dispatcher either through the radio or phone, is considered late after ten (10) minutes. Liquidated damages will be assessed accordingly if alternative vehicle resources are sent.

2. A driver can be up to thirty (30) minutes late if he/she stays in contact with the METRO Dispatcher prior to and during the time they are running late. Liquidated damages will be assessed beyond thirty (30) minutes late even with communication if alternative vehicle resources are sent.

ii. Late Drivers: - Liquidated damages will be assessed in the amount of $50.00 per trip to include, but not limited to, lost drivers, drivers who don't follow the Manifest in order as prescribed causing lateness, drivers who make unscheduled stops or layovers, or drivers who do not adhere to the schedule.

1. Late pullouts,
2. Vehicle breakdowns,
3. Uncovered Manifests due to no vehicle or no driver,
4. Uncovered Street Supervisor routes due to no vehicle or no driver,
5. Other occurrences where a revenue Vehicle is not providing manifest service.

If a driver fails to respond to a METROLift Dispatcher for more than thirty (30) minutes, METRO will treat it as a service interruption assessing liquidated damages accordingly.

If a driver falls more than forty-five (45) minutes behind without contacting the METROLift Dispatcher, METRO will treat it as a service interruption assessing liquidated damages accordingly.

Notes: In order to mitigate service delays, METRO will make every reasonable effort to send vacant (empty) revenue service vehicle(s) where possible to minimize service interruptions to the METROLift patron. However, METRO must send the vehicle closest to the patron. All back-up resources will be dispatched by METRO, not the Contractor. METRO is in the best position to review all vehicle resources to determine the vehicle closest to the patron.

The amount of $50.00 represents METRO's total operating cost per METROLift vehicle trip and METRO's Staff effort to find alternative transportation and work with METROLift clients to update them with information.

d. Liquidated damages shall be assessed as listed below:
i. Ticket (Fare) Collection: - Liquidated damages will be assessed in the amount of $12.00 per incorrect envelope occurrence. All drivers are required to collect tickets and visually inspect the pass from METROLift patrons. Each driver must correctly complete the METRO furnished ticket envelope totaling the number of passengers, attendants and the number of tickets or passes collected. The driver must also note the Dispatcher’s name and time of call for each passenger who is authorized to ride without a ticket.

ii. Driver Infractions: - Liquidated damages shall be assessed in the amount of $30.00 per day per occurrence for Driver-related infractions as documented or reported to METRO. Driver-related infractions include, but are not limited to:

1. Driver(s) operating off manifest or operating manifest variations per MDT/Ranger Manifest which result in lateness;
2. Driver(s) or Street Supervisor(s) not in complete proper uniform, including a name tag and a METROLift issued Identification Badge, while in Revenue Service;
3. Driver(s) and/or any other passenger(s) smoking while in the Vehicle at any time;
4. Driver(s) who display unprofessionalism over the radio with any personnel;
5. Driver(s) who display unprofessionalism to METROLift clients and/or other personnel;
6. Driver(s) who fail to notify METRO Dispatch of Excessive Ride (over 45 minutes);
7. Driver(s) who fail to properly log in;
8. Driver(s) who get lost;
9. Driver(s) with Lost or Expired METROLift Identification Badges;
10. Driver(s) with no key map(s).

iii. Communication Equipment Tampering: - Liquidated damages will be assessed per occurrence in the amount of $50.00 plus the cost of repair if Communication Equipment is found tampered with, abused and/or neglected as identified by METRO Staff and/or METRO's repair Contractor. The Contractor is responsible for determining when equipment is being intentionally abused, by review of daily pre-trip and post-trip inspections. All repairs to METRO furnished radio equipment, Motorola, Ranger, or Mentor equipment or telephones will be reviewed by METRO technicians or representatives for tampering.

iv. Vehicle Non-Compliance: - Liquidated damages will be assessed per occurrence in the amount of $60.00 per day per vehicle for non-compliant vehicle(s). The Contractor is required to maintain all required vehicles in accordance with terms and conditions of this Contract. If a Vehicle is found to be non-compliant or removed from service by METRO due to non-compliance after a METRO vehicle inspection, safety or vehicle audit, the Contractor may be assessed liquidated damages. Examples of non-compliance include, but are not limited to:

1. Vehicle(s) in-service not properly logged into the Radio, MDT or any other required systems;
2. Vehicle(s) in-service that are not clean, exterior or interior;
3. Vehicle(s) in-service with damaged seats or damaged interiors;
4. Vehicle(s) in-service with leaky interiors due to A/C Condensation or any other fluid(s);
5. Vehicle(s) with accident damage or body damage;
6. Vehicle(s) with graffiti or damages in the driver's area as a result of driver misuse or abuse;
7. Vehicle(s) with inoperable Radios, GPS, cameras, or MTD's;
8. Vehicle(s) with inoperative interior and/or exterior lights;
9. Vehicle(s) with lack of current METRO-issued publications;
10. Vehicle(s) with severely cracked windows or windshields that obstruct the Driver's view of the road or that detract from the overall appearance of the Vehicle;
11. Vehicle(s) with sub-standard climate control;
12. Non-Repair of Vehicle(s) with mechanical failures after 30 business days or any other violation of METRO policy related to vehicle maintenance.
v. Reporting Infractions: Liquidated damages shall be assessed in the amount of $60.00 per day per occurrence for Reporting Infractions. Reporting Infractions may include failure to submit reports by established dates, submission of inaccurate or incomplete reports, or maintaining proper records. Examples of reporting infractions include, but are not limited to:

1. Failure to maintain current records for Driver-training and safety training, in personnel files for all safety sensitive personnel. At a minimum this includes:
   - Drivers' License records
   - Defensive Driving records
   - Motor Vehicle records
   - Background records
   - Customer Comments and/or other Incident reports

2. Failure to maintain and submit any requested Daily reporting as required and/or requested. Daily reports at a minimum include, "AM and PM Shop Status and pull-out report", "Lost and Found Report", "Accident Reports" and the "Daily Late Report";

3. Failure to maintain and submit any requested Weekly reporting by 1:00 p.m. on third (3rd) working day following the end of the operating period;

4. Failure to maintain and submit Monthly Road Call Reports, Miles and Hours Reports, Driver Turnover Reports and Accident Summary Reports by third (3rd) working day of each month for previous month;

5. Failure to maintain historical, current and updated records for vehicle maintenance, per vehicle;

6. Failure to submit written reports for emergency services, accidents and/or incidents within twenty-four (24) hours involving METRO patrons or METRO assets.

vi. Safety Infraction: Liquidated Damages shall be assessed in the amount of $115.00 per occurrence for ‘Safety Infractions’ as documented or reported to METRO. A Safety Infraction is an action in which the safety of the patron, the driver, the vehicle, other people, other vehicles and/or property is jeopardized. Safety infractions include, but are not limited to:

1. Consumption of food while operating a Vehicle;

2. Contractor's personnel who fail to properly complete any or all accident/incident reports regarding METRO passengers and/or METRO property including an incomplete D&A decision tree;

3. Driver(s) or Street Supervisor(s) not in possession of a valid Texas Driver's License and a Department of Transportation (DOT) medical card, while in Revenue Service;

4. Driver(s) who fail to properly notify the METROLift Dispatch Office of incidents/accidents/emergency services involving passengers, property and/or METRO property;

5. Failure to conduct pre-trip inspection including cycling of the wheelchair ramp or lift;

6. Failure to maintain Vehicle with current Original Equipment Manufacturer/Manufacturing (O.E.M.) updates and standards;

7. Failure to make initial contact and maintain contact with METROLift Dispatch Office;

8. Failure to notify METRO of an uncovered manifest and/or service supervisor route;

9. Failure to properly tie down a wheelchair correctly or call out required ADA stops as observed by METRO staff and/or METRO representatives;

10. Improper use of the Radio and/or MDT equipment;

11. Lack of or improper use of Seat Belts for all occupants in the Vehicle;

12. Vehicles with expired State Vehicle Registrations Stickers;

13. Vehicles with expired Texas Department of Public Safety Inspection Stickers;

14. Vehicles with missed Preventive Maintenance Inspections ("PMI") or PMI are performed outside the inspection window;

15. Operation of a Manifest with non-trained personnel;
16. Operation of a Vehicle while texting;
17. Operation of a Vehicle with a cell phone, cell phone ear piece or ear cord;
18. Reckless driving;
19. Removal of Contractor’s Vehicle Driver from service due to inappropriate/improper behavior or acts of insubordination by the Contractor’s personnel;
20. Removal of Contractor’s Vehicle Driver from service due to inappropriate/improper behavior over the radio;
21. Running Red lights, includes any agency Red light Camera Enforcement; Violations/Tickets;
22. Speeding;
23. Violation of highway/rail grade Crossings.

e. Liquidated damages shall be assessed for vacancies in Personnel.
   i. Liquidated damages shall be assessed in the amount of $17,250.00 per month (or prorated for less than a month) per vacancy in Key Personnel. If the Contractor fails to maintain Key Management as identified in the Scope of Services, liquidated damages will be assessed. Liquidated damages will not be charged if the position is covered by a METRO approved qualified interim replacement on the next business day. Assessment of these damages will be subject to METRO’s interpretation after thirty (30) days in the Contractor’s efforts:
   1. in notification to METRO of the vacancies
   2. to fill the vacancy with qualified personnel.
   ii. Liquidated damages shall be assessed in the amount of $115.00 per day per vacancy in Supervisory Personnel. All required supervisory positions (starters, street supervisors, service supervisor, and safety personnel) must be covered each day in case of turnover, sickness, vacation or other absences with a qualified replacement. If the Contractor fails to cover for a supervisory position, liquidated damages will be assessed per day per uncovered employee.
   iii. Liquidated damages shall be assessed in the amount of $115.00 per day for any personnel operating a route without METRO’s prior written approval.
   f. Liquidated Damages shall be assessed in the amount of $115.00 per Vehicle removed from service by METRO for non-compliance; this may be due to non-vehicle compliance and/or operator issue. If a Vehicle is found to be deficient or non-compliant and/or removed from service by METRO at pull out and/or during Vehicle service, the Contractor may be assessed liquidated damages. If a Vehicle is found to be deficient, non-compliant and/or removed from service by METRO after a METRO vehicle inspection, safety or vehicle audit, the Contractor may be assessed liquidated damages.
   g. The Contractor agrees to track for audit purposes each individual Q® Card issued by METRO’s Q® Card Serial Number matching to the Contractor’s employee. Failure to comply with audit tracking of the individual cards will result in a $1,150.00 liquidated charge for de-activation of all cards and re-activation of verifiable cards. The Contractor agrees that METRO has the right to conduct a Q® Card audit at any time and that any Q® Cards unaccounted for will be compensated to METRO in an amount of $30.00 per lost card for de-activation.
   h. Liquidated damages shall be deducted from any monies due, or which may thereafter become due, to the Contractor under this Contract. Liquidated damages will not be assessed for the above described occurrences arising from causes beyond the control of Contractor as determined by METRO.
   i. The maximum amount of liquidated damages to which the Contractor is subject to under this Contract is Eleven Million Five Hundred Thousand Dollars ($11,500,000). In the event this Contract has not been otherwise terminated, the Contract shall be considered terminated for default when accumulated liquidated damages exceed Eleven Million Five Hundred Thousand Dollars ($11,500,000) at any time during the Contract term.

7 PERFORMANCE STANDARDS FOR METROLIFT ACCESSIBLE TRANSPORTATION SERVICES
A. In order to ensure a high standard of performance, services provided by the Contractor are to be operated in a manner that maximizes productivity without negatively impacting service quality for eligible METROLift patrons. To assure quality and a high level of customer satisfaction, all performance standards shall be reviewed on an on-going basis and are subject to change as METRO’s needs change. If the performance standards set forth below are changed by METRO and/or the METRO Board of Directors, the Contractors’ performance standards will be immediately changed to meet the new performance standards, upon notice by METRO to the Contractor.
a. METRO will review each performance factor and reward high achievement (incentives) or make deductions for substandard performance (disincentives). Review periods are generally every six months. Note: The first Review Period will include the 3 months of transition and a full 6-month operation period. The last Review Period will include the last 6 months of the operation period and the last months' transition period. Cash payments or deductions shall be calculated on the Net Contract Amount Paid to the Contractor for Service Operated for the corresponding Review Period. All incentives achieved, or incentive payments received by Contractor from METRO shall be distributed 100% among the Contractor’s drivers, starters, safety, supervisors and other non-key personnel who contributed directly to the Operation’s success of the Contract during the Period being evaluated. An employee must be on the payroll the date the payments are earned to be included in the incentive payments.

The following performance standards establish a range of performance that provides quality service delivery to METROLift patrons. Rounding rules apply as listed below. The Contractor shall attain the following performance standards:

i. **Accidents per 100,000 Revenue Miles** are defined as a transit incident resulting in a fatality or passenger injuries requiring medical transport or involves a non-arson tire and/or a collision between a Revenue Vehicle (Vehicle,) as defined in the Scope of Services and an object such that the amount of all damage exceeds $1,000.00. As the METRO definition changes, so will the Contract definition. The following outlines the incentives or disincentives for **Accidents per 100,000 Revenue Miles** performance range:

<table>
<thead>
<tr>
<th>Accidents/100,000 Revenue Miles</th>
<th>Performance Indicators</th>
<th>Incentive/Disincentive</th>
</tr>
</thead>
<tbody>
<tr>
<td>15% above Goal</td>
<td>0.61 or less</td>
<td>0.00375%</td>
</tr>
<tr>
<td>10% above Goal</td>
<td>0.62 – 0.65</td>
<td>0.0025%</td>
</tr>
<tr>
<td>5% above Goal</td>
<td>0.66 – 0.68</td>
<td>0.00125%</td>
</tr>
<tr>
<td><strong>METRO Board Goal 0.72</strong></td>
<td><strong>0.72 – 0.69</strong></td>
<td>No Incentive or Disincentive</td>
</tr>
<tr>
<td>Up to 5% below Goal</td>
<td>0.73 – 0.76</td>
<td>- 0.00125%</td>
</tr>
<tr>
<td>Up to 10% below Goal</td>
<td>0.77 – 0.79</td>
<td>- 0.0025%</td>
</tr>
<tr>
<td>11% below Goal</td>
<td>0.80 or more</td>
<td>- 0.00375%</td>
</tr>
</tbody>
</table>

ii. **Complaints per 1,000 Boardings** are defined as complaints including but are not limited to discourtesy, rudeness, eating, drinking, improperly secured patron, improperly operated lift, unscheduled stops, pass ups or getting lost and/or any other negative behavior as reported to METRO by METROLift patrons, METRO customers, or METRO staff. The following outlines the incentives or disincentives for the **Complaints per 1,000 Boardings** performance range:

<table>
<thead>
<tr>
<th>Complaints/1,000 Boardings</th>
<th>Performance Indicators</th>
<th>Incentive/Disincentive</th>
</tr>
</thead>
<tbody>
<tr>
<td>15% above Goal</td>
<td>0.85 or less</td>
<td>0.00375%</td>
</tr>
<tr>
<td>10% above Goal</td>
<td>0.86 – 0.90</td>
<td>0.0025%</td>
</tr>
<tr>
<td>5% above Goal</td>
<td>0.91 – 0.95</td>
<td>0.00125%</td>
</tr>
<tr>
<td><strong>METRO Contract Goal 1.00</strong></td>
<td><strong>0.96 – 1.00</strong></td>
<td>No Incentive or Disincentive</td>
</tr>
<tr>
<td>Up to 5% below Goal</td>
<td>1.01 – 1.05</td>
<td>- 0.00125%</td>
</tr>
<tr>
<td>Up to 10% below Goal</td>
<td>1.06 – 1.10</td>
<td>- 0.0025%</td>
</tr>
<tr>
<td>11% below Goal</td>
<td>1.11 or more</td>
<td>- 0.00375%</td>
</tr>
</tbody>
</table>

iii. **On-time Performance** shall be measured on the actual service performance of services operated by the Contractor. The following outlines the incentive and disincentive for on-time performance measurement:

<table>
<thead>
<tr>
<th>On-Time Performance</th>
<th>Performance Indicators</th>
<th>Incentive/Disincentive</th>
</tr>
</thead>
<tbody>
<tr>
<td>3% above Goal</td>
<td>92.70% or more</td>
<td>0.00375%</td>
</tr>
<tr>
<td>2% above Goal</td>
<td>91.80% – 92.69%</td>
<td>0.0025%</td>
</tr>
<tr>
<td>1% above Goal</td>
<td>90.90% – 91.79%</td>
<td>0.00125%</td>
</tr>
<tr>
<td><strong>METRO Contract Goal 90.0%</strong></td>
<td><strong>90.00% – 90.98%</strong></td>
<td>No Incentive or Disincentive</td>
</tr>
<tr>
<td>Up to 1% below Goal</td>
<td>89.10% – 89.99%</td>
<td>- 0.00125%</td>
</tr>
<tr>
<td>Up to 2% below Goal</td>
<td>88.20% – 89.09%</td>
<td>- 0.0025%</td>
</tr>
<tr>
<td>3% below Goal</td>
<td>88.19% or less</td>
<td>- 0.00375%</td>
</tr>
</tbody>
</table>

b. High Contractor driver/employee turnover impacts METRO's ability to provide quality METROLift Transportation Services. The Contractor shall provide wages and benefits to its employees to maintain longevity and tenure for experienced drivers. The following performance reviews are a supplement to the Contractor’s driver/employee turnover program and is not intended as a substitution. These programs are intended only for Contract Drivers, not Starters or Supervisors or other Personnel, as defined in the Contract.
The Contractor shall provide METRO a Driver Report to include all Contract driver names with Contractor identification number, METRO radio number, hire date and current performance status upon METRO's request. For each Contract driver that has performed for the entire review period and is currently performing satisfactorily for the Contractor and METRO during the review period, METRO shall provide the Contractor a $100.00 payment per driver to be distributed directly to the Contractor driver(s). The performance review periods will match the performance incentive periods.

The criterion for currently performing satisfactorily includes:
- No negative comments and
- No preventable accidents and
- On-time performance at 90% or above.

c. Late Pull-Outs impact METRO's ability to provide quality METROLift Transportation Services. Late Pull Outs occur when drivers code in past their scheduled Revenue Start Time or Arrive at the First Pick Up address late. Pressing the arrive button before actually arriving at the destination or indicating a trip is complete 'performing' late in an effort to avoid a proper GPS location may be counted as a Late Pull. Late Pull Outs start the route late, then throughout the day METRO is forced to move original manifest trips to other vehicles and/or send full fare backup taxis for service. The Contractor's goal for pull out is 98% per month. For every percent under the Goal of 98%, the Contractor shall be assessed a monthly disincentive of $1,000.00 per percent. See example below:

<table>
<thead>
<tr>
<th>Average Weekday pull outs</th>
<th>1029.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>97% Pull out</td>
<td>998</td>
</tr>
<tr>
<td>96% Pull out</td>
<td>988</td>
</tr>
<tr>
<td>95% Pull out</td>
<td>978</td>
</tr>
<tr>
<td>94% Pull out</td>
<td>967</td>
</tr>
<tr>
<td>93% Pull out</td>
<td>957</td>
</tr>
</tbody>
</table>

d. The Contractor shall risk loss of any performance payment(s) due for the last performance period for any act(s) of lack of cooperation, neglect, vandalism or recklessness as well as be assessed any cost incurred by METRO or the incoming Contractor for returning any METRO owned property or assets back to the original working condition including repairs and replacement. The assessments of these charges are within the sole discretion of METRO.

8 PERFORMANCE SECURITY

The Contractor shall provide contract performance security made payable to the Metropolitan Transit Authority of Harris County, Texas (METRO). The security shall be in an amount of 2% of the total contract value. ONLY THE FOLLOWING TYPES OF SECURITY ARE ACCEPTABLE, AND MUST BE IN ORIGINAL FORM. FACSIMILE, ELECTRONIC OR PHOTOCOPIES ARE NOT ACCEPTABLE.

a. Irrevocable letter of credit issued, in the name of Contractor or its' surety, by a financial institution subject to the laws of Texas.

b. A performance bond from a company authorized to issue bond ad chartered or authorized to do business in Texas.

c. Cashiers/ or Certified Check

This contract performance security shall remain in effect for the entire term of the contract. The irrevocable letter of credit shall be automatically renewed annually. Bonding companies providing the bond must be approved for amount of bond(s) on U.S Department of Treasury Circular C570. Bonds completed (signed) by an out of Texas surety require a counter signature by a Texas resident agent of a company chartered or authorized to do business in Texas.

The contract performance security shall be submitted to the Contracting Officer within fourteen (14) calendar days after receipt of a copy of the executed Contract or a Notice of Award. The Notice to Proceed will not be issued until a properly executed contract performance security is received and accepted by the Contracting Officer.
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 as Additional Insured as respects Contractor's ongoing and completed 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

- Policy shall be endorsed to name METRO as Additional Insured 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.

POLLUTION LIABILITY providing coverage for bodily injury, property damage (including the loss of use thereof) and environmental damage resulting from pollution and related clean-up costs incurred arising from the work or services to be performed. Coverage shall be provided for both work performed on site as well as disposal of materials.

- $1,000,000 Each Occurrence
- $2,000,000 Aggregate

- Policy shall be endorsed to name METRO as Additional Insured 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.
UMBRELLA LIABILITY provided in excess of the underlying Commercial General Liability insurance above, with the following minimum limits:

- $5,000,000 Each Occurrence
- $5,000,000 Aggregate

Such Umbrella Liability policy shall follow form of all coverage and endorsements included the underlying Commercial General Liability and Business Auto Liability and shall expressly provide that the umbrella or excess policy will drop down over a reduced or exhausted aggregate limit of the underlying insurance.

GARAGE KEEPERS LIABILITY written on an All-Risk form, providing replacement cost coverage for property damage to METRO’s owned vehicles in the care, custody, and control of contractor while on contractor’s premises.

CRIME Insurance, with limits not less than:

- $1,000,000 Each Claim

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 rating 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 St
Houston, TX 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, 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 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 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 ___% 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 subcontract 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 (3) 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 COPYRİGHT AND PATENT INDEMNİTY

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 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 AİD

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; and

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 COPYRIGHT

A. The Contractor conveys and assigns to the METRO its entire interest and full ownership worldwide in and to any work, invention, notes, plans, computations, databases, tabulations, exhibits, reports, underlying data, photographs and other work products, and any modifications and improvements to them (collectively ‘Documents’), and the copyrights, patents, trademarks, trade secrets, and any other proprietary rights therein (collectively ‘Proprietary Rights’) that the Contractor, its agents, employees, Contractors, and subcontractors (collectively ‘Authors’) develop, write, or produce under this Agreement.

B. The Authors shall not claim or exercise any Proprietary Rights related to the Work. If requested by METRO’s Project Manager, the Contractor shall place a conspicuous notation on any Works that indicate that METRO owns the Proprietary Rights.

C. The Contractor shall cooperate with METRO in registering, creating, and enforcing Proprietary Rights arising under this Agreement. If the Contractor’s assistance is requested and rendered under this Section, then METRO shall reimburse the Contractor for all out-of-pocket expenses it incurs in rendering assistance, subject to the availability of funds. On termination of this Agreement, or if requested by the Project Manager, the Contractor shall deliver all Works to METRO. The Contractor shall obtain written agreements from the Authors that bind them to the terms in this Section. All Works developed, written, or produced under this Agreement for use as a contribution to a collective work; a part of a motion picture or other audiovisual work; a translation; a supplementary work; a compilation; an instructional text; a test; answer material for a test; or an atlas, are ‘works made for hire.’

D. The Contractor may retain copies of the Documents for its archives. The Contractor shall not otherwise use, sell, license, or market the Documents.
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 subject 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 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; and
5. Drawings

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 C.F.R. § 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; and

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 established 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 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 disk, 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 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

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.

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; or

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.

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.
SECTION X - FEDERAL REQUIREMENTS ARTICLES

1 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 authorized representative of the Department of Labor withhold or cause to be withheld, from any money 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 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 A.

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 C.F.R. § 18.39(i)(11).

F. The FTA does not require the inclusion of these requirements in subcontracts.

2 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 therefor 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 money payable on account of work performed by the Contractor or subcontractor on 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 C 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 C of this Article.

E. Records. The Contractor shall maintain payroll records containing the information specified in 29 C.F.R. § 516.2(a). Such records shall be preserved for three (3) years from the completion of this Contract.

3 CONTRACTOR NON-DISCRIMINATION

The Contractor or subcontractor(s) shall not discriminate on the basis of race, color, national origin, religion, sex (including gender identity and sexual orientation), disability, or age in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. 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.

4 DEBARMENT AND SUSPENSION

A. This Contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Contractor is required to verify that none of the Contractor’s principals, as defined at 49 C.F.R. § 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. §§ 29.940 and 29.945.

B. The Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. § 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 C.F.R. § 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.

5 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; or

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 C.F.R. Part 655, produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, 49 C.F.R. Part 40, and 49 C.F.R. 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 C.F.R. Part 655, 49 C.F.R. Part 40, and 49 C.F.R. 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.

6 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.

7 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.

8 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 C.F.R. 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.
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.

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.

METRO NON-DISCRIMINATION

METRO shall not discriminate on the basis of race, color, national origin, religion, sex (including gender identity and sexual orientation), disability, or age in the award and performance on any DOT-assisted Contractor in the administration of its program or the requirements of 49 C.F.R. Part 26. METRO shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure non-discrimination in the award and administration of DOT-assisted contracts. METRO's program, as required by 49 C.F.R. 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 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.).

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.
13 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.

14 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.

15 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 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

16 RESTRICTIONS ON LOBBYING

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 C.F.R. 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.’

17 BUY AMERICA

A. The Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 C.F.R. Part § 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at § 5323 (j)(2)(C) and 49 C.F.R. § 661.11. Rolling stock must be manufactured in the United States and have a 60 percent domestic content.

B. A bidder or offeror must submit to METRO the appropriate Buy America certification with all proposals on FTA-funded contracts, except those subject to a general waiver. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors. See bidding/proposing form entitled ‘Buy America Certification.’
18 HIPAA COMPLIANCE

The Contractor will comply with the Health Insurance Portability and Accountability Act (‘HIPAA’) in the performance of its obligations under this Contract. The Contractor agrees to not use or disclose protected health information other than as permitted or required by the Contract or as required by law. The Contractor will use safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Contract. The Contractor will report to METRO any use or disclosure of protected health information not provided for by the Contract of which it becomes aware, including breaches of unsecured protected health information and any security incident of which it becomes aware.

19 APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

a. Contracts for the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

b. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.


d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3147). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, ‘Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction’). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ‘Anti-Kickback’ Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, ‘Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States’). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any Part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. Contract Work Hours and Safety Standards Act (40 U.S.C 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of ‘funding agreement’ under 37 C.F.R. §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘funding agreement,’ the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, ‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’ and any implementing regulations issued by the awarding agency.
g. Clean Air Act (42 U.S.C. 7401-7671q and Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h. Debarment and Suspension (Executive Orders 12549 and 12689. A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp. p. 235), ‘Debarment and Suspension.’ SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.


j. See §200.322 Procurement of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

20 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.
EXHIBIT A SCOPE OF SERVICES

METROLIFT MINIVAN TRANSPORTATION SERVICES

1.0 GENERAL

1.1 Minivan Services

This Scope of Service covers the requirements for the Contractor to perform METROLift Minivan Transportation Service (Minivan Services) for the Metropolitan Transit Authority of Harris County, Houston, Texas (METRO). The Contractor shall provide all resources required to operate all Minivan Services utilizing METRO owned-furnished vehicles. The Contractor resources shall include, but not be limited to management, personnel, administrative staff, facility, supplies, equipment, services and vehicle maintenance to manage and administer all the requirements for Minivan Services of the Contract. The Contractor shall comply with all applicable federal, state, and local regulations. The Contractor shall be responsible for all fees, licenses, and permits, and/or fines and penalties as a result of operating Minivan Services and maintaining METROLift Minivans under the terms and conditions of this Contract. The requirements listed in this Scope of Service for personnel, equipment, and other resources and assets are minimum requirements.

1.2 Terms

- The terms ‘passenger’ ‘patron’ and ‘client’ shall be used interchangeably throughout this Scope.
- The terms ‘revenue hours’, ‘scheduled hours’ and ‘service hours’ shall be used interchangeably throughout this Scope.
- The terms ‘minivan’, ‘van’, and ‘vehicle’ shall be used interchangeably throughout this Scope.
- The term ‘revenue hour’ means service commencing at the scheduled start time to the scheduled end time of a manifest unless changed by METRO.
- The terms ‘service’ and ‘work’ shall be used interchangeably throughout this Scope.
- The term ‘Service’ means operationally dependable transportation services, maintenance of minivans and all support services as specified or indicated in the Contract documents, including all alterations, amendments or extensions thereto made by authorized changes.

1.3 ADA

The Americans with Disabilities Act of 1990 (ADA) requires that ‘public entities which provide fixed route public transportation service must offer comparable paratransit service to individuals with disabilities who are unable to use the fixed route system.’ METROLift is METRO's Paratransit Service. METRO’s METROLift Department currently provides all passenger eligibility assessments, routing, scheduling, service development and planning, travel training, customer service, reservations, and dispatching. The Contractor shall be knowledgeable and experienced in ADA policy and best practices. This shall include, but not be limited to passenger assistance techniques, personal care attendants, service animals, and reasonable accommodations.

1.4 METRO Service Area

METROLift serves 531 square miles of ADA required service area and an additional 220 square miles of non-ADA required service area for a total service area of 751 square miles. See Exhibit 'A', Attachment No. 1 METROLift Service Area Map. The ADA required service area is within ¾ mile of local bus and light rail routes. METROLift operates service hours for those persons living within ¾ mile from a local bus route. Origins and destinations within this area have Paratransit Service that is comparable to bus and rail times. In 1999, METRO's Board of Directors elected to serve additional areas beyond the ADA requirement. Hours of operation for the 220 square miles of non-ADA required service area as approved by METRO's Board of Directors. It is METRO staff and the Contractor's responsibility to provide Minivan Services during the hours listed herein for ADA required and non-ADA required service areas respectively.

If the span of local bus or rail hours changes as part of a planned METRO local bus or rail service adjustments, paratransit span of service hours may change accordingly and METROLift public materials will be updated. The METROLift service hours may be modified by METRO during the term of this Contract.

The METROLift service area may be modified by METRO during the term of this Contract. In the event of an emergency or other disaster, the Contractor may be required to provide Minivan Services outside of the METRO service area.

METROLift staff will notify the Contractor's personnel of any temporary changes to bus or rail schedules for special events, (such as NBA Finals, MLB All-Star), and any associated changes in METROLift hours of service at least two (2) days in advance of the change. For emergencies (ex. hurricane), METROLift will notify the Contractor's personnel of the associated changes in METROLift's hours of service immediately or upon METRO's announced service change.
1.5  **Reduced Service**  
The Contractor shall provide limited (reduced) Minivan service for the following holidays or the weekday the holiday is observed and/or celebrated on:  
- New Year's Day  
- Memorial Day  
- Independence Day  
- Labor Day  
- Thanksgiving Day  
- Day after Thanksgiving  
- Christmas Day  

In addition to the above listed legal holidays, METRO may designate additional floating holidays on an annual basis. Curtailing of the holiday schedule may be directed at the discretion of METRO.

METRO reserves the right to request reduced Minivan Services due to low ridership conditions caused by, but not limited to, severe weather, days following severe weather, public health emergencies, or days following other service shutdowns (phone outages, power outages, etc.). The number of revenue hours reduced by METRO for low ridership conditions as mentioned above may range from a Holiday service schedule and/or limited METRO requested trips only, to meet the comparable fixed route services as operated by METRO under these low ridership conditions. The Contractor will be notified of the Minivan service reduction in advance by METRO's representative with as much notice as possible.

If it becomes a safety concern to continue service, METRO will communicate with the Contractor to determine if service should be halted for the day. The decision to halt service will be at METRO's discretion. If service is stopped, METRO will pay the Contractor for Minivan revenue service for all vehicles that began service as scheduled through one (1) hour after service is halted to allow time for the vehicles to return to the Contractor's facility. METRO shall not compensate for vehicles scheduled for pull-out after service is stopped or for vehicles scheduled for pull-outs that do not operate.

1.6  **METRO Lift Fleet (Peak Pullout)**  
The Contractor shall provide all resources and administration required to operate and maintain a current fleet of three hundred and twenty (320) METROLift owned-furnished wheelchair lift-equipped vehicles for revenue service which includes a 15% spare ratio. The METRO owned-furnished vehicles have a capacity for four (4) ambulatory patrons plus one (1) wheelchair forward facing. Vehicles must be kept in compliance with the minimum vehicle standards; vehicle maintenance; and communication equipment as detailed in this Scope of Service.

All METROLift furnished vehicles shall be dedicated to METROLift Services at all times. The Contractor shall not use METROLift furnished vehicles for any other purpose other than METROLift Services unless authorized in advance in writing by METRO's Project Manager. The current fleet will be comprised of Non Emergency ADA Compliant rear Loading Minivans:

1.6.1  **METRO** may provide additional types and/or sizes of vehicles as required by METROLift Service modifications for revenue service. Replacement vehicles may be assigned to the Contractor as circumstances dictate. The additional or replacement fleet shall be maintained to the same specification as the METRO provided vehicles as defined in this Scope of Service. METRO plans to replace its minivan fleet on a scheduled basis and reserves the right to replace the originally assigned vehicles, as required, to provide the most effective METROLift Service execution for METRO. The METRO-provided vehicles will be evaluated each year of the Contract and adjusted appropriately. METRO reserves the right to increase the fleet size, but the spare ratio of 15% will be retained unless otherwise stated by METRO’s project manager. The Contractor shall not use the METRO-furnished vehicles and/or the Contractor-furnished vehicles for any other purpose other than METRO-designated METROLift Services during the assigned scheduled hours unless authorized in advance and in writing by METRO's Project Manager.

1.6.2  **METRO** may request that the Contractor provide additional gasoline powered METROLift equipped type of vehicles to augment revenue service. Vehicles must be in compliance with METRO's established minimum vehicle standards, vehicle maintenance and communication equipment as detailed in this Scope of Service. The Contractor-furnished vehicles shall be approved by METRO and remain in service throughout the term of the Contract or as requested by METRO. METRO and the Contractor shall enter into negotiations for the use of Contractor provided vehicles based on mileage, year, model, etc.

1.6.3  The Contractor shall provide all toll tags and administration for the METROLift Services. The Contractor shall be responsible for all toll tags, toll charges and fines associated with toll tag usage.
1.7 **METROLift Spare Ratio**
Total minivans in operation shall not exceed the required daily pullout plus a maximum of 15% spare ratio unless approved by METRO's Project Manager. The Contractor may propose a higher spare ratio as fiscal year models are slated for retirement by METRO in consideration of a revised lower revenue Contract rate. The Contractor may request to operate specific minivans from the proposed retirement fleet, subject to METRO's approval. Should this occur, the Contractor shall be responsible for furnishing additional communications equipment such as original equipment manufacturers (OEM) digital radios and mobile data computer (MDT) terminals as specified in 7.0 of this Scope of Services for the additional spare ratio vans if the additional vehicles are for nonrevenue operations. The Contractor shall provide and furnish METRO approved comparable digital radios and MDT terminals. At the end of the Contract, in accordance with the transfer of METRO property clause within this Contract, the additional communications equipment for the additional spare ratio fleet, at a minimum to include the radios and MDTs, shall become the property of METRO with transfer of ownership (free and clear) to METRO.

1.8 **Contractor Provided Street Supervisor Minivans**
The Contractor shall provide and maintain six (6) each wheelchair accessible Street Supervisor minivans similar to those to be provided for service by METRO. The six (6) each Contractor provided minivans shall have a capacity for four (4) ambulatory patrons and one (1) wheelchair patron or any combination in between. The Contractor shall be responsible for furnishing additional communications equipment such as OEM radios and MDTs as specified in 7.0 of this Scope of Services for the Street Supervisor minivans. The Contractor shall provide and furnish METRO approved comparable digital radios and MDT terminals. The wheelchair accessible Street Supervisor minivans shall be maintained by the Contractor to the same maintenance schedule for the METRO provided minivans. The Contractor shall be fully responsible for all expenses associated with the operation and maintenance of the Street Supervisor minivans including fuel. METRO shall not provide fuel or provisions for fuel adjustments for the Street Supervisor minivans. The wheelchair accessible Street Supervisor minivans' mileage per day is estimated at 75 - 100 miles per weekday per vehicle. Street Supervisor minivans must be in compliance with the minimum vehicle standards; vehicle maintenance; and communication equipment as detailed in this Scope of Service.

1.8.1 The Contractor shall also provide for METRO's approval the proposed minivans during the Procurement. At the start of the Contract, the Contractor is authorized to operate non-accessible minivans until the wheelchair-accessible Street Supervisor minivans are ready for service. The Contractor minivans shall be delivered to the Contractor and ready to enter service within ninety (90) days of Contract Execution or Contract Commencement date, whichever occurs first.

1.8.2 The six (6) each Contractor provided Street Supervisor minivans shall be transferred to METRO at the end of the Contract in accordance with the transfer of METRO property clause within this Contract and shall become the property of METRO with transfer of ownership (free and clear) to METRO. METRO and the Contractor will inspect the Contractor provided Street Supervisor Minivans at the Contractor's facility and METRO will take possession there at the beginning of the transition out period or at the end of the Contract.

1.9 **METRO will have charge of all policy matters relating to the METROLift Services**, at a minimum to include standards of service, designation of service area, hours of operations, and the setting of fare rates and fare media. METROLift's Program Guide is online on METRO's webpage at https://www.ridemetro.org/Pages/METROLift.aspx. The Contractor shall only provide METROLift Services for eligible patrons in the METROLift service area who are properly certified by METRO and are enrolled in METROLift's program.

1.9.1 The Contractor shall provide at a minimum the following:
1.9.1.1 All manifested and subscription METROLift trips with METROLift furnished vehicles
1.9.1.2 Ad-hoc reporting
1.9.1.3 Community Outreach jointly with METRO
1.9.1.4 All Miscellaneous Tasks associated with METROLift service delivery
1.9.1.5 Performance standards metrics
1.9.1.6 Trip reconciliations of all trips by the end of each day
1.9.1.7 Maintain a minimum of a 90% on-time-performance for both pick-ups and appointment times
1.9.1.8 Zero trip denials from Scheduling less than 1% on the day of service; no more than 1% of trips can be more than one hour late in a day of service.
1.9.1.9 One METROLift outreach per month within the disability community or with METROLift customers to discuss service and receive Community feedback
1.9.1.10 All required and requested reporting for National Transit Database Reports
1.9.2 METRO has established current operating standards to which the subsequent Contractor shall meet or exceed. These standards are critical for a seamless transition of current METROLift services offered to and expected by the METROLift patrons.

1.9.2.1 METROLift currently schedules METROLift trips one day in advance, with a negotiation window of 20 minutes before and after, the customer’s requested pick up time. Customers are allowed to request an appointment time.

1.9.2.2 METROLift permits for address corrections on the same day of service for METROLift dedicated trips.

1.9.2.3 METROLift permits send backs, trip holds, and some missed trips send backs.

1.9.2.4 METROLift permits ‘will call’ trips, requiring that passengers schedule their trips to an appointment location the day before traveling, then they may call METRO dispatch the day of travel for a return trip after their appointment.

1.9.2.5 METROLift does not permit ready early trips; trips called early when the passenger is ready; however, METRO does permit same day will call trips for passengers returning from an appointment.

1.9.2.6 METROLift has a ‘No Stranded’ policy. At no time shall a METROLift patron be stranded away from home within the METROLift service area. Every attempt should be made to complete the trip. Should a patron receive a No Show from the Contractor and be stranded away from home, the Contractor is obligated to transport the passenger and make the pick up within one hour. Should a passenger incur a valid No Show from their home location; the Contractor is not obligated to transport the patron.

1.10 Service Monitoring

The Contractor shall possess Electronic Monitoring Tools (EMT) to extract data from METRO’s Trapeze Operating System for on-time performance monitoring. The Contractor shall provide METRO with the Contractor’s EMT as monitoring tools for all minivan services throughout the duration of the contract. The EMT shall be compatible with and have the capacity to capture data from Trapeze version 16.7. The EMT shall provide and be an effective means of monitoring performance by real time and historical data by driver, manifest, and customer and by day or month.

1.11 Community Connector

Community Connector service is a METRO demand-response service that is not limited to ADA passengers. Community Connector service operates in zones designated by METRO service planning; typically, less than 4 square miles. Trips shall be dispatched by METRO personnel or by a METRO approved application.

All Community Connector services shall meet the standards of on-time performance, vehicle maintenance and cleanliness, and operator professionalism as described in the scope of services and failure to perform may incur liquidated damages.

2.0 SERVICE COVERAGE

2.1 Revenue Service

METRO will determine and schedule the hours of operation to be performed by the Contractor. The Contractor shall be reimbursed on a scheduled revenue-hour basis less non-operated revenue hours due to service reductions or lack of service provision by the Contractor. The Contractor shall not be compensated for deadhead time. Deadhead time may include the time required for the drivers(s) to arrive to work, check in, pre-trip, sign in, and log on, prepare and arrive at the first pick-up location plus the time used by driver(s) to return to the Contractor’s facility at the conclusion of a shift.

The Contractor shall ensure that each driver has sufficient time to:

- Pre-trip and inspect the vehicle;
- Sign-in to the radio system;
- Download the manifest;
- Travel to the first pick up address; and
- Arrive at the first pick up address on the manifest on time.

The Contractor shall review manifests the night prior to service and increase the show up time per driver manifest as necessary since the first address can be located anywhere within the METRO service area. This will allow the driver to check in, pre-trip, log in, download the manifest at a minimum of thirty (30) minutes before the start of the manifest time and leave the facility to be in route and arrive at the first trip pick up on time. This will ensure the drivers are available for revenue service at the beginning of the manifest time. Drivers who are not logged in and in route to the first pick up address thirty (30) minutes before the manifest start time shall be coded as a ‘Late Pull’ by the METROLift Dispatcher and subject the Contractor to liquidated damages.
At no time shall the Contract Driver be late to the first scheduled pick up.

<table>
<thead>
<tr>
<th>Show-up Time/Revenue Hour Loss-Time Determination Examples</th>
<th>Examples</th>
<th>Log-in Time</th>
<th>Manifest 1st Trip Start Time</th>
<th>Driver Time Per MDT</th>
<th>Revenue Hour Determination Consequences</th>
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</thead>
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<tr>
<td>1</td>
<td>05:25 (5:25am)</td>
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<td>06:00 (6:00am)</td>
<td>On time</td>
<td></td>
</tr>
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<td>06:00 (6:00am)</td>
<td>06:00 (6:00am)</td>
<td>On time</td>
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<tr>
<td>3</td>
<td>05:35 (5:35am)</td>
<td>06:00 (6:00am)</td>
<td>06:00 (6:00am)</td>
<td>On time and Late Pull</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>05:45 (5:45am)</td>
<td>06:00 (6:00am)</td>
<td>06:15 (6:15am)</td>
<td>Late Pull plus 15-minute loss time deduction</td>
<td></td>
</tr>
</tbody>
</table>

2.2 METROLift Service
The Contractor shall be prepared to provide all resources necessary to operate the estimated scheduled revenue hours specified in this Contract ‘Schedule of Items and Prices’. Actual weekday, Saturday and Sunday revenue hour allocations will be made at METRO’s discretion based on service demands. METROLift shifts shall range from four (4) scheduled revenue hours to twelve (12) scheduled revenue hours. METRO may elect to split existing shifts into concurrent shifts that will require the Contractor to operate additional vehicles. The Contractor shall maintain the same driver on the same manifest throughout the week as much as possible to create stability for the METROLift patrons. The Contractor shall provide extra board drivers for all shifts, seven (7) days a week. All shifts exceeding six and one-half (6.5) scheduled revenue hours will receive an unpaid thirty (30) minute lunch. NOTE: METRO will not compensate for the thirty (30) minute lunch break.

The Contractor shall operate Minivan Services in a safe, courteous, and reliable manner and in accordance with the trip manifests provided by the METROLift Routing Scheduler. METRO reserves the right to change or modify these manifests to meet the demands of the Minivan Service. Trips may be changed throughout the day to accommodate changes in patron schedules or to maximize unused service. Changes will be communicated by radio, MDT or other communication devices. METRO representatives may ride in the Contractor operated vehicles with or without prior notice to the Contractor to monitor compliance with the Contract.

The Contractor shall ensure that the Minivan Services are operated in a safe and timely manner and that passengers’ best interests are of foremost concern. The Contractor’s Driver shall be responsible for notifying METROLift’s Dispatch Office of delays, excessive delays, running late or patrons on board for an excessive amount of time. Failure to operate the service safely and/or in the patrons' best interests may result in the assessment of liquidated damages and/or the removal of personnel from revenue service. Liquidated damages are not punitive. They are intended to recover METRO’s costs for the Contractor’s deficiencies, lost service or additional work by METRO to ensure proper service to METROLift patrons. The Contractor has the ability to reduce potential liquidated damages by hiring well trained Drivers, conducting refresher training, and maintaining effective communications with METROLift’s Dispatcher staff.

2.3 Community Connector Service
The Contractor shall provide all resources necessary to operate the estimated scheduled revenue hours specified in this Contract ‘Schedule of Items and Prices’. Actual weekday, Saturday and Sunday revenue hour allocations will be made at METRO’s discretion based on service demands. METROLift shifts shall range from four (4) scheduled revenue hours to twelve (12) scheduled revenue hours. METRO may elect to split existing shifts into concurrent shifts that will require the Contractor to operate additional vehicles. The Contractor shall maintain the same driver on the same manifest throughout the week as much as possible to create stability for the METROLift patrons. All shifts exceeding six and one-half (6.5) scheduled revenue hours will receive an unpaid thirty (30) minute lunch. NOTE: METRO will not compensate for the thirty (30) minute lunch break.

3.0 CONTRACTOR PERSONNEL

3.1 Key Personnel
At minimum, the Contractor shall employ key personnel in the positions of General Manager, two (2) Operations Managers, a Maintenance Manager and a Safety and Training Manager, each dedicated solely to this Contract and throughout the term of this Contract. All key personnel shall be employees of the Contractor. The Operations, Maintenance and Safety/Training Managers shall report directly to the General Manager, who shall be responsible for the quality of maintenance, safety, training and quality of service delivery as per this Scope of Service and the subject Contract. In addition, the Safety/Training Manager shall also report to the Contractor District/Regional Safety Director. The General Manager shall have a reporting relationship with METRO’s Project Manager and/or other personnel assigned by METRO to ensure continuity in Minivan Service performance. The Contractor shall provide METRO with cell phone numbers, and/or email addresses to ensure communication twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year.
• The two Operations Managers shall be solely dedicated to the Operations of the Minivan Services provided by the Contractor, at a minimum to include on-time pull out, on-time performance, identifying and reporting service issues directly and immediately to METRO staff. Between the two Operations Managers, there shall be seven (7) days-a-week on-site coverage for all transportation services provided to METRO. The Operations Managers shall have a reporting relationship with the Director and Manager of METROLift or other personnel assigned by METRO. The Operations Managers shall provide written weekly reports on service improvement initiatives.

• Maintenance Manager(s) shall be solely dedicated to the METROLift provided Minivans and METROLift dedicated vehicles and responsible for all aspects of vehicle maintenance and record keeping. The Maintenance Manager shall be a certified Automotive Service Excellence (ASE) Master Mechanic and shall supervise all personnel who maintain or clean METROLift Minivans and dedicated METROLift vehicles. The Maintenance Manager shall have reporting relationships with METRO's Director of Maintenance and METRO's Maintenance staff.

• The Safety and Training Manager shall be solely dedicated to the Safety and Training of this METROLift contract. The Safety and Training Manager shall have reporting relationships with METRO's Director of Drug and Alcohol Programs and with METRO's Safety Division staff. The Safety and Training Manager shall be the Drug and Alcohol Designated Employee Representative (DER) and shall be responsible for the Contractor's Drug and Alcohol Program as referenced in the contract terms and conditions. The Contractor shall provide a certified and trained backup to the Safety and Training Manager as the DER at all times throughout the term of the contract.

METRO reserves the right to review the qualifications of management and key personnel and shall be notified of any management changes. The Contractor shall notify METRO of the intent to change key personnel assigned to this Contract. Changes in key personnel in the positions of General Manager, Operations Manager(s), Maintenance Manager(s), and Safety/Training Manager(s) must be reviewed by METRO's Project Manager(s). METRO reserves the right to review applicants' credentials and conduct interviews as needed.

At a minimum, one member of the key personnel shall be on the Contractor's facility/property at all times for management coverage from 5:00 am - 7:00 pm Monday through Friday and 8:00 am – 5:00 pm on Saturday and Sunday. The Contractor shall also identify primary and secondary supervisory personnel to assist key personnel with daily management during normal business hours.

The Contractor shall maintain a back-up staffing plan to accommodate all key personnel absences of more than two (2) consecutive weeks with qualified substitute personnel. The back-up staffing plan shall be submitted to METRO for review and approval during the proposal and shall keep the approved back-up staffing plan current at all times. If it is determined that a key personnel member will be absent for more than 45 days, the Contractor shall present a qualified candidate to replace or substitute for the incumbent. Back-up personnel shall cease their temporary role(s) after forty-five (45) days. Failure to present and maintain qualified candidates may lead to the assessment of liquidated damages.

The Contractor shall ensure that there is management coverage during all hours of METROLift service. Any gaps in key personnel or other personnel which affect the quality of METROLift service may result in the assessment of liquidated damages. This key personnel requirement does not relieve the Contractor of responsibility for maintaining appropriate staffing levels of administration and support personnel. The Contractor's key personnel shall, at minimum be required to:

• Attend various METRO management and/or Board, committee meetings;
• Schedule and/or participate in all METRO/METROLift Community Outreach events;
• Schedule and/or participate in METROLift's Advisory Committee meetings;
• Prepare presentations upon request.

The Contractor shall work with METRO in regard to any changes to the METROLift program which at a minimum may include:

• Changes to METROLift Policies and/or Procedures
• Changes to fare structure
• Changes to the METROLift Service Area
• Implementation of Premium fares
• Implementation of Feeder METROLift Services
• Expansion of Community Connector zones.
3.2 Safety and Training Staff
The Contractor shall provide qualified and dedicated full time Safety and Training staff (categorized as safety sensitive) as needed to meet the requirements of the Contract. The requirement of the Contract for Safety and Training staff at a minimum include:

- All new, refresher, remedial and any other required training of drivers,
- All new, refresher, remedial and any other required training of support staff to include starters, assistant starters, street service supervisors, dispatch office service supervisors
- Train staff on how to report hazards using contractor defined mechanisms, i.e., index cards and drop box.
- Monitoring of all safety sensitive staff
- Safety administration
- Tracking and documentation of all training

All of the Contractor's Safety and Training staff shall be trained and certified to conduct the training courses specified herein and shall be trained in accident investigation procedures. The current approved program is administered by the Transit Safety Institute (TSI). The Contractor shall ensure that Safety and Training staff have completed the Public Transportation Safety Certification Training Program (PTSCTP) voluntary curriculum courses and Training Instructor Certifications prior to training any trainee drivers.

Approved courses are as follows:
- Instructors Course for Transit Trainers
- PTSCTP Voluntary Curriculum Designated Personnel with Bus and Paratransit Safety Oversight
  - SMS Awareness – e-learning delivery
  - Safety Assurance - e-learning delivery
  - SMS Principles for Transit
  - Transit Bus System Safety
  - Effectively Managing Transit Emergencies
  - Fundamentals of Bus Collision Investigation

Refresher Training Requirement: One hour of safety oversight training is required every two years following completion of the initial certification.

The Contractor shall maintain Safety and Training staff at an adequate level to hire and train Drivers, conduct ongoing Driver safety reviews, and monitor safety sensitive personnel. At minimum, the Contractor shall have five (5) full time dedicated Safety Supervisors for coverage of all shifts of Minivan Services. Safety staff shall also be maintained at appropriate levels and be trained and responsible for on-site investigation of all revenue vehicle accidents regardless of the day of the week or time of day, twenty-four (24) hours a day, seven (7) days a week, three-hundred and sixty-five (365) days per year. The Contractor's Safety and Training staff shall perform safety administration and enforcement for all Minivan Services provided by the Contractor.

The Contractor shall provide all training documentation, certifications and safety programs to METRO for METRO's review and approval. As the Contractor updates and/or changes training, certification and/or safety, the Contractor shall provide updates to METRO for METRO's review and approval. The Contractor shall conduct monthly mandatory safety meetings with advanced scheduling notification to METRO Safety Department personnel. The Contractor may be called upon to present reports to the Senior METRO Safety Committee (SMSC) upon request.

The work schedules for Safety Supervisors shall be as specified below. These work schedules are subject to change as Minivan Service demands change. The Contractor may add personnel to these schedules. The minimum requirement as stated below does not dismiss the Contractor's responsibility to maintain appropriate staffing levels for all administration and personnel. The Contractor shall provide coverage during lunch breaks for Safety Supervisors.

<table>
<thead>
<tr>
<th>Monday-through-Friday Safety Supervisor Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Shift</strong></td>
</tr>
<tr>
<td>AM Safety</td>
</tr>
<tr>
<td>Midday Safety</td>
</tr>
<tr>
<td>PM Safety</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Saturday/Sunday/Holiday Safety Supervisor Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Shift</strong></td>
</tr>
<tr>
<td>AM Safety</td>
</tr>
<tr>
<td>PM Safety</td>
</tr>
</tbody>
</table>
METRO reserves the right to review all major accidents with Contractor's safety personnel within one (1) business day for evaluation and analysis. If the Contractor utilizes an electronic management solution for driver safety such as 'DriveCam,' the Contractor shall provide video recordings when requested by METRO. NOTE: Such recordings are subject to 'Requests for Documents' under The Texas Public Information Act (TPIA).

3.3 Starters and Assistant Starters
The Contractor shall provide dedicated Starters and Assistant Starters (categorized as Safety-Sensitive) during all Minivan Service hours to ensure that Minivan Service begins on schedule. Starters and Assistant Starters are responsible for ensuring that Drivers assigned to ‘protection manifests’, ‘workshop manifests’ or any other manifest designated by METRO as sensitive have at least (6) six months experience, as preferred by METRO project management.

The work schedules for Starters and Assistant Starters shall be as specified below. These work schedules are subject to change as service demands change. The Contractor may add personnel to these schedules. To ensure maximum efficiency, the same individuals shall be used as Starters for the entire Monday-through-Friday work week. Starters and Assistant Starters shall provide appropriate supervision for all personnel who work after normal business hours. Starters and Assistant Starters shall notify METROLift management before the end of the evening shift of any next-day scheduling changes, which may include extended, added or reduced service. The minimum requirement as stated below does not dismiss the Contractor's responsibility to maintain appropriate staffing levels for all administration and personnel. The Contractor shall provide coverage during lunch breaks for Starters.

**Monday-through-Friday Starter and Assistant Starter Schedule**

<table>
<thead>
<tr>
<th>Shift</th>
<th>Begin</th>
<th>End</th>
<th>Weekly Hours/ Unpaid Lunch</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM Starter</td>
<td>02:15</td>
<td>10:45</td>
<td>40 hours/week (includes ½-hour lunch)</td>
</tr>
<tr>
<td>AM Assistant Starter</td>
<td>03:30</td>
<td>12:00</td>
<td>40 hours/week (includes ½-hour lunch)</td>
</tr>
<tr>
<td>Mid-Day Starter</td>
<td>10:00</td>
<td>18:30</td>
<td>40 hours/week (includes ½-hour lunch)</td>
</tr>
<tr>
<td>PM Starter</td>
<td>17:45</td>
<td>02:15</td>
<td>40 hours/week (includes ½-hour lunch)</td>
</tr>
<tr>
<td>PM Assistant Starter</td>
<td>14:00</td>
<td>22:30</td>
<td>40 hours/week (includes ½-hour lunch)</td>
</tr>
</tbody>
</table>

**Saturday/Sunday/Holiday Starter Schedule**

<table>
<thead>
<tr>
<th>Shift</th>
<th>Begin</th>
<th>End</th>
<th>Weekly Hours/ Unpaid Lunch</th>
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</thead>
<tbody>
<tr>
<td>AM Starter</td>
<td>02:15</td>
<td>14:15</td>
<td>12 hours/day (includes ½-hour lunch)</td>
</tr>
<tr>
<td>PM Starter</td>
<td>14:15</td>
<td>02:15</td>
<td>12 hours/day (includes ½-hour lunch)</td>
</tr>
</tbody>
</table>

3.4 Street Service Supervisors
The Contractor shall provide dedicated Street Service Supervisors (categorized Safety-Sensitive) for all types of services provided by the Contractor during all hours of service as directed by METROLift Dispatch personnel throughout the entire shift. The Street Service Supervisor's primary function shall be to resolve service quality situations as designated by METROLift Dispatchers such as patron problems, road call verification, and assisting late/lost drivers. The Street Service Supervisors shall be required by METRO to transport patrons, if required, to more quickly resolve Service issues in any of the six (6) Contractor's provided Street Service Supervisor vans. The Street Service Supervisors shall be required to login with the METRO Dispatcher at the beginning of each shift and must request Dispatcher's approval to change assignments throughout the day, indicating their current location during each radio contact. If additional resources are requested of the Contractor, the Contractor shall provide Service Supervisors to ensure quality delivery of Service to METRO patrons.

Street Supervisors shall provide appropriate supervision for all personnel working after normal business hours. The Street Supervisors shall contact METROLift management before the end of the evening shift to ensure all manifests have been completed and all drivers have coded off duty or 10-100.

Each Street Service Supervisor as scheduled below shall not be used by the Contractor for accident investigation, to cover for pull-out activities, Driver training classes, Driver ride checks, Drug and Alcohol testing or other Contractor directed assignments. The Contractor’s other personnel shall be used in that capacity.

Street Supervisors shall submit, at minimum, a monthly report with at least sixty (60) safety contacts with customers and/or centers/businesses to METRO's Project Manager.

The work schedules for Street Supervisors shall be as specified below. The Contractor may add personnel to these schedules. These work schedules are subject to change as service demands change. The minimum requirement, as stated below, does not dismiss the Contractor’s responsibility to maintain appropriate staffing levels for all administration and personnel.
Monday – Friday Street Supervisor Schedule

<table>
<thead>
<tr>
<th>Manifest</th>
<th>Begin</th>
<th>End</th>
<th>Weekly Hours/ Unpaid Lunch</th>
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</thead>
<tbody>
<tr>
<td>90A</td>
<td>03:30</td>
<td>12:30</td>
<td>40 hours/week (includes 1-hour lunch)</td>
</tr>
<tr>
<td>90B</td>
<td>04:30</td>
<td>13:30</td>
<td>40 hours/week (includes 1-hour lunch)</td>
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<tr>
<td>90C</td>
<td>05:30</td>
<td>14:30</td>
<td>40 hours/week (includes 1-hour lunch)</td>
</tr>
<tr>
<td>90D</td>
<td>09:30</td>
<td>18:30</td>
<td>40 hours/week (includes 1-hour lunch)</td>
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<tr>
<td>90E Floater</td>
<td>08:30</td>
<td>17:30</td>
<td>40 hours/week (includes 1-hour lunch)</td>
</tr>
<tr>
<td>90F</td>
<td>12:30</td>
<td>21:30</td>
<td>40 hours/week (includes 1-hour lunch)</td>
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<tr>
<td>90G</td>
<td>13:30</td>
<td>22:30</td>
<td>40 hours/week (includes 1-hour lunch)</td>
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<tr>
<td>90H</td>
<td>14:30</td>
<td>23:30</td>
<td>40 hours/week (includes 1-hour lunch)</td>
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<tr>
<td>90I</td>
<td>15:30</td>
<td>24:30</td>
<td>40 hours/week (includes 1-hour lunch)</td>
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Saturday/Sunday/Holiday Street Supervisor Schedule

<table>
<thead>
<tr>
<th>Manifest</th>
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<tr>
<td>90X</td>
<td>03:30</td>
<td>16:00</td>
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</tr>
<tr>
<td>90X</td>
<td>04:30</td>
<td>17:00</td>
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</tr>
<tr>
<td>90X</td>
<td>14:30</td>
<td>23:00</td>
<td>8 hours/day (includes ½-hour lunch)</td>
</tr>
<tr>
<td>90X</td>
<td>16:30</td>
<td>01:00</td>
<td>8 hours/day (includes ½-hour lunch)</td>
</tr>
</tbody>
</table>

3.5 Dispatch Office Service Supervisors

The Contractor shall provide dedicated METROLift Dispatch Office Supervision (categorized as Safety-Sensitive) during all hours of METROLift Minivan Service as indicated below. The METROLift Dispatch Office Supervisor’s duties include: continually scanning the Contractor’s manifests for lateness or routing concerns; communicating with METROLift’s Dispatch Staff in situations when the Contract drivers are running more than 20 minutes late; monitoring manifests, onboard violations of more than 15 minutes; assisting the Contractors’ lost drivers; assisting with service codes 1-Accident, 2-Illness, 5-No Equipment, and 10-Vehicle Breakdown as referenced in Exhibit ‘A’, Attachments No. 2, ‘Dispatch and Driver Communication Codes’; assisting with the general flow of work for which the Contractor is scheduled; and assisting with other duties in conjunction with METROLift’s Dispatch Staff to deliver a quality service. The METROLift Dispatch Office Supervisor shall make phone calls, upon request from the METROLift drivers, to notify patrons that the METROLift vehicle has arrived, after the Contract driver cannot locate the patron.

The Contractor may propose a management team member (not a key personnel member) to this position in an effort to assist with the quality of Minivan Service.

The work schedules for Office Supervisors shall be as specified below. These work schedules are subject to change as service demands change. The minimum requirement as stated below does not dismiss the Contractor’s responsibility to maintain appropriate staffing levels for all administration and personnel. The Contractor may add personnel to these schedules. The Contractor shall provide coverage for the Dispatch Office Supervisor for lunch breaks.

Monday – Friday Dispatch Office Supervisor Schedule

<table>
<thead>
<tr>
<th>Shift</th>
<th>Begin</th>
<th>End</th>
<th>Weekly Hours/ Unpaid Lunch</th>
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<tbody>
<tr>
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<tr>
<td>B</td>
<td>12:00</td>
<td>15:00</td>
<td>15 hours/week</td>
</tr>
<tr>
<td>C</td>
<td>15:00</td>
<td>21:30</td>
<td>40 hours/week (includes ½-hour lunch)</td>
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</table>

Saturday/Sunday/Holiday Dispatch Office Supervisor Schedule

<table>
<thead>
<tr>
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<td>12:30</td>
<td>21:00</td>
<td>8 hours/day (includes ½-hour lunch)</td>
</tr>
</tbody>
</table>
3.6 **Contractor’s Responsibilities**
The Contractor shall be responsible for providing all levels of staff as required to deliver the services listed in this Scope of Service. It is the Contractor's responsibility to maintain appropriate management staffing levels for all administration and personnel. The Contractor's staff shall at a minimum:

3.6.1 Be proficiently trained in ADA regulations and compliance requirements;
3.6.2 Be proficiently trained in METROLift policies and procedures;
3.6.3 Be proficiently knowledgeable of the METROLift service area and hours of service;
3.6.4 Be proficiently knowledgeable of the METROLift service street system for development of detours/alternate routing for inclement weather, parades, construction and/or street closures as required;
3.6.5 Be prepared to conduct conversation(s) in other languages by use of adequately trained staff or translation services;
3.6.6 Be sensitive to persons with disabilities, including persons with speech disabilities;
3.6.7 Be sensitive to passengers' needs and must be able to handle passenger complaints, rudeness and problems as they occur or are required.
3.6.8 Make every attempt to have staff capable of conducting conversations with Spanish speaking patrons;

3.7 **General Responsibilities**

**Comprehensive Safety Training:** The adoption of FTA's Safety Management Systems (SMS) framework is an agency-wide effort. Contractor staff at every level of the organization be required to complete training based on their designated SMS role. The assignment of SMS roles ensures each employee understands the importance of safety; the fundamentals of SMS; safety reporting; and knowledge of their individual role within METRO’s safety management structure. Training will range from a comprehensive safety training, hazard identification and reporting to full Public Transportation Safety Certification Training Program (PTSCTP) certification and biennial refresher training.

4.0 **SAFETY-SENSITIVE EMPLOYEE REQUIREMENTS**

4.1 **Safety-Sensitive**
Personnel who perform safety-sensitive functions are defined by Federal Transit Administration regulations, Department of Transportation (DOT). The Contractor shall ensure that all safety-sensitive positions (at minimum to include Drivers, Street Supervisors, Dispatch and Safety Supervisors, Starters, Assistant Starters, Behind-the-Wheel Trainers, and Safety and Maintenance personnel) meet the following standards and remain qualified throughout the term of the Contract to perform all services. These requirements are subject to change, should METRO make changes to its hiring standards and employment qualifications, as METRO safety sensitive hiring standards serve as a basis for contractor hiring standards. It is the Contractor's responsibility to review all employee files on a regular basis and remove Contract non-compliant personnel from service. It is also the Contractors’ responsibility to offer competitive wages and benefits for all personnel to attract and retain quality candidates so as to ensure sustainability of the service. The Contractor shall provide a minimum starting wage of $15.00 for all drivers who operate dedicated METROLift Service. The Contractor shall possess experience in run cutting and scheduling appropriate levels of extra board operators and other personnel to ensure adequate service coverage at all times.

4.2 **Minimum Requirements**
The Contractor shall verify compliance with the following minimum requirements and submit documentation to METRO, for each new hire/applicant being considered for hire into a safety sensitive position:

4.2.1 The Contractor shall conduct a local, county, state and federal background check on all safety sensitive applicants/employees prior to employment; and every ninety (90) days after date of hire. The background check shall include an examination of criminal history from any county and State in which the applicant resided within the past seven (7) years. This shall be done to ensure that safety-sensitive applicants and personnel do not have a criminal conviction that would make the person a threat to passenger safety or threaten the loss of METRO property. A conviction record will not necessarily prohibit employment; factors such as the date of the offense, seriousness and nature of the violation, and rehabilitation, will be taken into consideration. All criminal convictions will be reviewed on a case-by-case basis by the Contractor and METRO’s Project Manager prior to a candidate's hire. METRO shall participate only in reviewing candidates’ histories. The Contractor shall be solely responsible for all hiring decisions.

4.2.2 The Contractor shall conduct a check of the motor vehicle records (MVR) of an applicant's driving history from all states where the applicant resided for the past three (3) years for, those persons who will be expected to operate or maintain vehicles, in such positions as Street Service and Safety Supervisor, Driver, or Mechanic. The applicant's MVR must not have more than three (3) or more traffic citations for a moving violation in the past three (3) years. The applicant must not have more than two (2) accidents with indication of fault within the last three (3) years. Additionally, all safety-sensitive employees shall have been in continuous possession of a valid Driver's License in the United States for the past three (3) years and be in possession of a valid Texas Class C Driver's License or approved equivalent. All safety-sensitive applicants/employees shall have a current MVR of not more than ninety (90) days old from the Texas Department of Public Safety (DPS) at the time of hire. If the person is hired, the employee shall update their MVR every ninety (90) days thereafter.
4.2.3 Felony convictions may disqualify an applicant based on the job relatedness of the conviction, the type of offence, frequency of violations, and time since release from incarceration or final adjudication. Generally, a period free from any criminal conduct of seven (7) years for misdemeanors and ten (10) years for non-disqualifying felonies may not bar employment but will be assessed on a case-by-case basis. Disqualifying felony activities include, but are not limited to, crimes involving transportation security, terrorism, murder, racketeering, and physical and/or sexual assault.

4.2.4 No safety-sensitive applicant shall have any ‘Driving While Intoxicated’ or ‘Driving under the Influence’ (DWI/DUI) convictions on their record within the preceding three (3) years.

4.2.5 All safety-sensitive applicants and employees must pass the mandatory DOT physical (at time of hire and subsequently, as required), drug and alcohol testing, and background investigation. Applicants who were previously terminated by METRO or by any other previous employer for drug or alcohol use shall not be eligible for hire.

4.2.6 All safety-sensitive applicants and employees employed by the Contractor as Drivers or Street Supervisors must be able to use the MDT unit or a Key Map to determine the location of any address and arrive on time.

4.2.7 All safety-sensitive applicants and employees must be able to read, write and speak English.

4.2.8 All safety-sensitive applicants, and persons employed by the Contractor as Drivers or Street Supervisors, must demonstrate that they can lift, pull and push fifty (50) pounds; assist a patron in a manual wheelchair move up or down ADA ramps; physical must be able to fold and store, within the vehicle, a manual wheelchair if necessary. All safety-sensitive applicants, Drivers and Street and Safety Supervisors must be sensitive to passengers’ needs and must be able to handle passenger complaints, rudeness and problems as required.

4.2.9 It is preferred that safety-sensitive applicants have a High School Diploma or General Equivalency Diploma (GED). Candidates.

4.3 METROLift I.D. Cards
METROLift Identification (ID) cards shall only be issued by METRO upon receipt and successful review of all required documents and receipt of two (2) current identification photos (1’ x 1’) in paper and/or electronic format. The Contractor's Drivers shall renew their METROLift ID cards upon their DOT expiration date, at which time they must present a current (within ninety (90) days) copy of their MVR from the Texas DPS, a current (within ninety (90) days) county and state-wide background check and two (2) new identification photos. METRO reserves the right to issue METROLift ID cards for a shorter period of time.

4.4 Drivers Entering Service
The Contractor shall not place a Driver into revenue service until:

• All training is completed and documented
• METRO's review of the driver's file
• METRO has issued the employee a METROLift ID card, and
• METRO has activated the Driver's Radio Identification number in METRO's Trapeze system.

If the Contractor places a Driver into revenue service before the aforementioned steps have been completed, the Contractor shall be assessed liquidated damages.

4.5 Review of Employee
The Contractor shall provide METRO an updated list of all safety-sensitive personnel employed by the Contractor on a monthly basis to ensure continued compliance. This list shall include separated and new employees. METRO reserves the right to review any and all safety-sensitive personnel files prior to commencement of Contractor work and anytime during the Contract term to ensure Contract requirements are being met. Upon METRO's request, all safety sensitive-personnel records, at a minimum shall include MVR's and background checks, DOT, DOC and be made available to METRO. Contract employee(s) found to be out of compliance shall be removed from service until verification of compliance by METRO staff.

4.6 METRO Audits
METRO reserves the right to randomly audit Contractor employee files for compliance for safety-sensitive personnel. Upon METRO's request, all safety-sensitive personnel records, to include at minimum, MVR and background checks, shall be made available to METRO. Contract employees found to be out of compliance shall be removed from Service until verification of compliance by METRO staff. It is the Contractor's responsibility to keep Contract compliant documentation for all personnel considered safety sensitive. Should METRO's random audit find a non-compliant file, the Contractor shall be assessed liquidated damages.
4.7 Transition of Drivers
During the initial driver transition to a new Contract, all drivers who are currently driving for METROLift in revenue service and have successfully completed a METROLift-required training course may be considered for retention by the Contractor without further required training. It is the Contractor’s responsibility to determine the driving qualifications, abilities and driving history for all drivers. All drivers, regardless of previous status, must meet the same hiring criteria as a new applicant driver. All experienced drivers must be submitted to METRO to receive a new METROLift-furnished ID card with the driver’s picture and a new Driver Radio Identification number prior to operating revenue service.

5.0 DRIVER TRAINING

5.1 General
The Contractor shall be responsible for all training and shall ensure that all personnel understand and use safe and efficient driving and passenger assistance practices while performing any and all METRO Services. Each driver trainee shall be trained to safely operate each vehicle type included within this Contract prior to its operation. All personnel shall be monitored by the Contractor to ensure Contract performance and the Contractor shall schedule refresher courses as needed. METRO reserves the right to review and approve all training, materials and coursework prior to Contract commencement and throughout the term of the Contract. METRO also reserves the right to participate in any safety and/or training activity. The Contractor shall provide its Training Program for METRO’s approval.

5.2 Training
Each driver trainee shall receive a minimum of one hundred and twenty (120) hours of METRO approved training from the Contractor. The Contractor shall test each driver trainee at the end of the training to determine competency and shall monitor performance throughout employment to ensure each driver follows all procedures introduced in training. The following subsections address primarily the mandatory training requirements for METROLift Drivers, Street and Safety Supervisors, Starters and Assistant Starters, but the same knowledge is applicable to all Contract personnel involved in Service delivery. At minimum, training shall include the following:

5.2.1 Contractor training orientation is optional, but strongly recommended. It is encouraged that the Contractor present an overview of METROLift Services to driver trainees the day before actual training begins to determine if a trainee is indeed interested in driving a vehicle for the Contractor. The Contractor shall be responsible for evaluating the driver trainee’s overall ability to perform.

5.2.2 A Service Procedures/Key Map/Radio session shall train all driver trainees in the use of a Key Map, general service provision, METROLift procedures, how to operate two-way radios and use radio codes, how to use vehicle location devices, MDT’s, and cameras.

5.2.2.1 Pre-Trip Inspection Procedures - The Contractor shall ensure that the driver trainee is trained to read the MDT manifest, and understands and practices pre-trip vehicle inspection procedures, to include at minimum, wheelchair lift cycling, OEM equipment, and cameras. Failure to conduct any part of the pre-trip inspection may lead to assessment of liquidated damages.

5.2.2.2 Radio Communication - The Contractor shall ensure that a Driver Trainee fully understands and practices proper radio communication procedures and radio codes. Vehicles operated under this Contract shall be dispatched by radio from METROLift’s operations center at 1900 Main.

5.2.2.3 MDT Operation - The Contractor shall ensure that the driver trainee fully understands and utilizes all MDT functions and operations. The MDT is the primary communication tool used during daily service delivery. MDT functions include ‘Arrive’ and ‘Perform’, logging-on, logging-off, coding in and coding out, special passenger codes and messaging.

5.2.2.4 The Contractor shall furnish and issue each driver trainee a new Key Map book that is no more than two (2) years old. The Key Map shall be marked with the trainee’s name, and the trainee must present the book to METRO staff when the trainee is issued a METROLift Driver ID card. The Contractor shall ensure the Driver maintains possession of a Key Map book that is no more than two (2) years old throughout employment. Each driver trainee must successfully pass a Key Map test administered by the Contractor during training. The Key Map is a backup to the MDT, should it fail during Minivan Service.

5.2.3 An ADA, METRO, METROLift and METROLift Dispatch session shall train the driver trainee about the Contractor’s obligation to the subject METRO Contract in compliance with Local, State and Federal rules and regulations. Each driver trainee shall complete a minimum of two (2) hours training on this topic and must pass a METRO approved test administered by the Contractor.
5.2.3.1 ADA - In accordance with the nondiscrimination requirement of Title 49, Subtitle A, of the DOT's ADA regulations, the Contractor shall train driver trainees, at minimum, on the following ADA requirements and definitions: curb-to-curb, use of lift by standees and boarding direction, use of lift securement belts, METROlift hours and days of Minivan Service, trip purpose, students, visitor eligibility, next day service, missed trip, no-show, on-time drop-offs, and service animals.

5.2.4 A METRO Customer Service Standards session shall teach the driver trainee about METRO and the Contractor's expectations for exemplary customer Service. Each driver trainee shall complete a minimum of twelve (12) hours training on this topic and pass a METRO approved test administered by the Contractor.

5.2.4.1 Conflict Resolution/Customer Relations Training - All driver trainees are required to complete a METRO approved Conflict Resolution Training Program and a METRO approved Customer Relations Program. This training shall be renewed every two (2) years during the term of this Contract. Drivers who are not current with Conflict Resolution/Customer Relations Training may not operate Minivan Services.

5.2.4.2 5 Keys for Customer Satisfaction - The Contractor shall ensure that all driver trainees practice the 5 Keys for Customer Satisfaction (METRO's G.L.A.D.T. program). The Contractor shall submit its '5 Keys for Customer Satisfaction or METRO equivalent training plan to METRO for review and approval. See Exhibit A, Attachment No. 3.

5.2.4.3 Customer Service and Sensitivity - The Contractor shall ensure that all driver trainees practice and implement Customer Service and Sensitivity while operating Minivan Services.

5.2.5 Accident Prevention/Reporting - The Contractor shall ensure that drivers practice safe driving methods and fully understand METRO's accident reporting procedures. Each driver trainee shall complete a minimum of one (1) hour of training on this topic.

5.2.6 A certified Defensive Driving Course (DDC) session must be conducted by a certified instructor during initial training, and all Drivers shall complete an approved DDC course every two (2) years under the direction of a certified instructor. The DDC course must be a minimum of six (6) hours. Drivers who are not current with their DDC may not operate METROlift vehicles.

5.2.7 A Driving Competency/Behind the Wheel session shall be conducted with all driver trainees during initial training. Each driver trainee shall be accompanied by a training instructor at all times. The Contractor's training ratio, Student/Instructor, shall be no more than three to one (3:1). Each driver trainee shall be given opportunities to perform all tasks required of a fully trained driver, with responsibility increased gradually as indicated by the trainee's performance. Upon completion of the behind-the-wheel training, the Training Supervisor shall test each driver trainee's overall knowledge, driving skills and ability to maneuver the vehicle through an obstacle course. All driver trainees shall complete a minimum of forty (40) hours of training on this topic.

5.2.8 Emergency Notification Procedures - The Contractor shall ensure that driver trainees fully understand flood and other emergency procedures. This training shall be repeated every two (2) years. Each driver shall complete a minimum of one (1) hour of training during each session.

5.2.9 Fare Collection Training - The Contractor shall ensure that all driver trainees fully understand all fare collection procedures and media, including but not limited to the METRO Q® Card and METRO Freedom card, and are knowledgeable of METRO and METROlift's fare media process. Each driver trainee shall complete a minimum of one (1) hour of training on this topic.

5.2.10 A Passenger Assistance Training (PAT) session must be conducted by a certified instructor. This training shall be repeated every two (2) years. Each driver trainee must complete a minimum of sixteen (16) hours of training during each session.

All drivers shall be required to attend a four (4) hour refresher training course if the driver receives more than two (2) verifiable service complaints regarding passenger relations or safety within a six (6) month period. The Contractor shall provide documentation and verification of the refresher training and the records shall be retained in the driver's file.

5.2.11 A Wheelchair Securement Training session shall be conducted by a certified PAT instructor on proper passenger securement and vehicle alighting and boarding procedures for a minimum of six (6) hours. This shall be repeated every two (2) years.
5.2.12 An In-Service Training session shall include four (4) ‘solo’ testing sessions. The ‘solo’ test training sessions, which are described below shall be completed in the order listed and shall be included in the minimum required 120 hours of training. These ‘solo’ test training sessions are not subject to any compensation by METRO. Each test is estimated at six (6) hours for a total of twenty-four (24) hours towards the 120-hour training requirement. METRO reserves the right to change the mix of the 24 hours of testing. The Contractor shall notify the METROLift Dispatch Supervisor in writing at a minimum of 48 hours in advance to coordinate preparation for the driver trainee tests.

Each driver trainee must successfully complete four (4) training tests, in listed order, as follows:

5.2.12.1 Solo Test 1: Practice Manifest -
METRO Dispatch will send the driver trainee to locations and addresses within the METRO Service area, testing the ability to travel on-time to specified destinations (this test shall not be manifested or involve actual passengers);

5.2.12.2 Solo Test 2: 20% Reduced Speed Manifest -
The driver trainee shall operate a manifest with actual riders at a 20% slower scheduled manifest (this test shall be operated during revenue Service with actual passengers);

5.2.12.3 Solo Test 3: 10% Reduced Speed Manifest -
The driver trainee shall operate a manifest with actual riders at a 10% slower scheduled manifest (this manifest shall be operated during revenue Service with actual passengers);

5.2.12.4 Solo Test 4: Full Speed Manifest -
The driver trainee shall operate a manifest with actual riders at a regularly scheduled manifest speed (this manifest shall be operated during revenue Service with actual passengers).

The METROLift Dispatch Office will be responsible for evaluating a driver trainee's ability to maintain a schedule. Each driver trainee shall be approved by the METRO Dispatch Supervisor after each training session and before becoming eligible to move to the next training test level. Driver identification shall be issued only upon successful completion of all four (4) training tests in consecutive order.

The Contractor may choose to have driver trainees tested for four (4) sequential days. The driver trainee must pass each test prior to moving on to the next. Each test must have a 24-hour period in between each test, to allow METROLift staff and the Contractor time to evaluate whether the driver passed or failed. However, if a driver trainee fails any one test, METRO shall not cancel the next day's scheduled sequential test, even though the Trainee will be ineligible to take the test. Example:

- Day 1, Solo Test 1/Practice Manifest - Driver passes;
- Wait 24 hours for evaluation
- Day 3, Solo Test 2, 20% reduced speed manifest, Driver fails;
- Wait 24 hours for evaluation
- Day 5, Solo Test 3, 10% reduced speed manifest - Driver passes.
- Wait 24 hours for evaluation
- The Driver Trainee must take both the 20% reduced speed manifest and pass it before re-taking the 10% reduced speed manifest test again.

5.2.13 Dispatch Observation - After ninety (90) day of entering METROLift revenue service, the Contractor shall ensure that drivers complete one (1) hour of METROLift Dispatch Observation at METROLift’s operations center at 1900 Main St. Each driver shall sit with a METROLift Dispatcher or Service Monitor to observe radio and MDT communications conducted between the Dispatch office, Drivers, Street, and Safety Supervisors during Minivan Service.

5.3 Refresher/Remedial Training
The Contractor shall schedule a refresher/remedial course as needed for any employee with a pattern that demonstrates a lack of understanding. The Contractor shall provide documentation and verification of all refresher/remedial training and the records shall be retained in the driver’s file. All refresher/remedial training files shall be reviewed at the end of every month by METRO’s project management staff.

The Contractor shall ensure that all METRO Transportation Services provided by this Contract meet METRO’s goals of on-time performance and with the patrons’ best interests. The Contractor shall provide to METRO, at minimum, performance statistics by manifest and driver on a daily basis. The Contractor shall monitor drivers to ensure that proper training and/or retraining is provided when any of the following conditions exists:
Drivers with low on-time performance
Drivers with high levels of accidents and/or incidents
Drivers who fail to get out of the vehicles to provide assistance to METROLift clients
Drivers who fail to 'arrive' and 'perform' as defined in 8.3 of this Scope of Service

5.3.1 Remedial Training - Contractor shall ensure that Drivers receive a minimum of:

5.3.1.1 8 hours one on one retraining after a preventable accident and/or at METRO's request.

5.3.1.2 4 hours one on one retraining after a driver receives more than two (2) verifiable Service complaints regarding passenger relations and/or safety within a six (6) month period and/or at METRO's request.

5.3.1.3 40 classroom hours and twenty-four (24) hours of observed ride checks and/or at METRO's request for driver who underperform as deemed by METRO and/or the Contractor.

5.3.2 Refresher Training - The Contractor shall ensure that Drivers receive mandatory minimum training as noted below before returning to regular duties from a medical leave; return to work, re-instatement or any separation from their regular duties:

- 30 days to less than 90 days
  16 hours of training with training instructor 5 days with line instructor

- 90 days to less than 1 year
  3 days with training instructor 5 days with line instructor

- One (1) year to less than two (2) years
  3 to 5 days with training instructor 5-10 days with line instructor

- Two (2) years or more
  Full basic training certification - 120 hours

5.3.3 Recertification - The Contractor shall ensure that drivers undergo a full recertification every two (2) years (16 hours) to include a minimum of:

- ADA requirements
- Conflict resolution/ customer relations
- Customer Service/Sensitivity
- Emergency procedures
- Fare collection
- Passenger assistance training (PAT)
- Wheelchair lift/ ramp and wheelchair securement
- General safety training

5.3.4 Ride Checks - The Contractor shall ensure that every Driver has a ride check once every year during revenue service with a certified DOT instructor. Each target ride should be a minimum of 30 minutes. METRO System Safety personnel or other representatives may elect to conduct observation rides with the Contractor's Drivers with or without prior notice to the Contractor to ensure compliance with the terms of the Contract. Copies of all Contractor observation ride forms shall be made available to METRO when requested. A summary report is due monthly to METRO's Project Manager. Failure to conduct and document mandatory ride checks may result in the assessment of liquidated damages for reporting infractions.

5.3.5 Line Instructors also known as Behind the Wheel Trainers - The Contractor shall ensure that Line Instructors shall have a minimum of 5 days of Line instructor certification prior training any students/Drivers. The certification shall include:

- Vehicle Operations
- Smith System or METRO approved equivalent
- Pre-trip
- ADA
- Training Forms, documentation Accident Procedures
- Diversity, Anti-Harassment and violence in the workplace
5.4 Post-Hire Requirements and Removal

METRO may require the Contractor take remedial action or remove from service any driver and/or safety sensitive person from METRO/ METROLift service for any, but not necessarily limited to, the following:

5.4.1 Committing unsafe or inappropriate acts while providing METRO/ METROLift Service as documented by Service Supervision and/or Management staff reports or from a driver's complaint history.

5.4.2 Operating a cell phone or any other METRO non-approved electronic device while operating a METROLift revenue vehicle without prior METRO approval. This includes the use of earpieces, ear cords and blue tooth.

5.4.3 Revocation or non-renewal of a valid Texas Driver's License. This includes Drivers, Street and Safety Supervisors, and Training staff.

5.4.4 More than two (2) moving violations and/or preventable accidents or one (1) accident classified as negligent in any rolling twelve (12) month period.

5.4.5 More than three (3) Driver Behavior and/or Driver Safety complaints per six-month period.

5.4.6 Distributing any unauthorized materials, i.e. religious, political, or solicitations while representing METRO.

5.4.7 Inability to maintain an individual 85% on-time-performance for all pickups and appointment times.

5.4.8 Failure to pass a drug and alcohol test.

5.4.9 Failure to properly utilize all seat belts for the driver and all passengers.

5.4.10 Refusal of a trip.

5.4.11 Refusal of a trip that may overrun the manifest up to fifteen (15) minutes. (METRO and the Contract Dispatchers work diligently to ensure all Contract drivers are ready to go off duty at the end of the revenue service hour. However due to unforeseen circumstances, a trip drop-off may be a few minutes after the end of the revenue service hour.)

5.4.12 Refusal to reply to the METROLift Dispatcher.

5.4.13 Unprofessional communications and/or behavior with METRO/Contractor Dispatchers over the radio or in the presence of a METROLift patron.

5.4.14 Entering incorrect information into the MDT such as ‘Arriving’ a trip early in an effort not to show lateness on a schedule or ‘performing’ a trip later than actually started.

5.4.15 Failure to notify the Contractor of a moving violation (traffic ticket), an arrest or conviction of a criminal offense of a Class A or Class B misdemeanor, or felony; or placement on probation or deferred adjudication for a Class A or Class B misdemeanor, or felony; or DWI, before the end of the business day following the day the employee receives notice of such action(s).

5.4.16 The Contractor shall immediately remove any driver and/or safety sensitive personnel from METRO/ METROLift driving until disposition of a DWI/DUI charge by the courts. A safety sensitive person who has a conviction of DWI/ DUI, regardless of whether the conviction stems from operation of a METRO vehicle or a privately-owned vehicle, will be removed from METRO/ METROLift Service.

METRO reserves the right to have the Contractor remove any driver and/or safety sensitive personnel from METRO/METROLift driving until disposition of criminal charges (e.g., violent crimes, firearm or drug related that would cause concern for the safety of themselves, other employees, patrons and/or METRO property) by the courts.

Upon notice of an arrest or conviction or placement on probation or deferred adjudication, the Contractor will determine whether the driver may continue operating minivan service. The Contractor shall inform the METRO Project Manager of staff removal from service for reasons enumerated in section 5.4.16.

5.5 Driver Responsibilities

5.5.1 Drivers are prohibited from soliciting and/or accepting gratuities from METROLift patrons.

5.5.2 Drivers shall be required to have a complete understanding of METRO and METROLift's fare policy. Each Driver shall inform passengers of METRO's fare policy as required. Each Driver shall honor and record METROLift passes and collect METROLift tickets as directed by METRO's fare policy.
5.5.3 Drivers shall be sensitive to a patron's needs and must be able to handle patron complaints, rudeness, and problems as they occur.

5.5.4 Drivers shall conduct a pre-trip inspection of METRO vehicles including the radio, MDT's, METRO's Fare collection media and/or cycle wheelchair ramp.

5.5.5 Drivers shall follow proper procedures when boarding and alighting patrons, including but not limited to, announcing stops along the manifest according to ADA requirements.

5.5.6 Drivers shall follow proper procedures when boarding and alighting wheelchair patrons to include proper positioning of the METRO vehicle while deploying the wheelchair lift or ramp.

5.5.7 Drivers shall follow proper procedures when parking METRO vehicles at a METRO bus operating facility, relief point or other designated locations.

5.5.8 Drivers shall follow proper procedures when reporting to work assignments; including but not limited to, reporting as scheduled and in proper uniform.

5.5.9 Drivers shall operate per the designated manifest and make only designated stops as communicated by METRO's Dispatch Office. METRO reserves the right to dispatch and direct drivers as required to provide efficient Minivan Services.

5.5.10 Drivers shall report all incidents, accidents regarding METRO property, METRO Facilities, METRO passengers and/or accidents to METRO. This includes but is not limited to accidents/ incidents at the Contractor's facility with METRO property, accidents/incidents during training and/or incidents that may affect service delivery.

5.5.11 Drivers shall, when requested by METRO, distribute notices to passengers or otherwise render assistance in METRO's monitoring and supervising operations.

5.5.12 Pre trip inspections shall include camera, communication equipment and MDTS.

5.6 Uniform Specifications and Appearance Standards

The Contractor's METROLift Drivers, Street, Safety and Office Supervisors shall be required to wear a METRO approved uniform at all times while on duty. Uniforms shall have a METRO approved shoulder patch. All METROLift Drivers, Street, Safety and Office Supervisors shall wear identifying name tags as issued by METRO. Uniforms shall be clean, pressed, and free of wrinkles and without tears or other signs of excessive wear. METROLift Drivers, Street, Safety and Office Supervisors shall be neat in appearance, well groomed, and practice good hygiene. Large flashy jewelry or items referencing political views shall not be worn while in uniform. METRO will inform the Contractor in writing of any required Driver uniform changes. Uniforms shall be approved by METRO. If off duty, any METROLift Drivers, Street, Safety and Office Supervisor who chooses to wear the uniform must wear a complete uniform as prescribed in this Scope of Services. The uniform may not be worn in parts or for separate purposes, except as approved by METRO.

Service Supervisors shall be required to wear either a summer (short sleeved shirt, no tie required) or a winter (long sleeved shirt with required tie) uniform. Typically, the summer uniform season ranges from May to September, and the winter uniform season ranges from October to April. METRO will inform the Contractor in writing of any required uniform changes.

The Contractor shall furnish all uniforms with the exception of belts and shoes. A new driver may not enter into revenue service without a complete uniform. The Contractor shall issue one (1) set of uniform consisting of shirts and pants at the start of the second week of training. The Contractor shall issue four (4) sets of the complete uniform set upon completion of all solo testing and prior to entering into revenue service, for a total of five (5) sets of uniforms. The Contractor shall replace the five (5) sets of uniform every year or as needed for torn and excessive worn uniforms. The Contractor shall provide one (1) jacket every five (5) years.
5.6.1 Uniform Specifications:

- Shirts: Blue, long sleeve or short sleeve with METRO-approved shoulder patch; uniform shirts must be tucked into the trousers at all times. All shirts must display the driver's METROLift name tag above the right pocket and the METROLift patch 1/8" above the left pocket.
- Pants, Navy Blue: Dura knit or cotton, no denim
- Hat-Navy Blue-Baseball Type with optional METROLift logo: (No other logos are permitted)
- Belt: Solid Black only
- Coats, sweaters, jackets, raincoats, and foul weather clothing, if worn, shall be solid navy blue or black. No logos are permitted.
- Shoes: Black
- Acceptable shoe styles: Plain toe; military style, oxford, wellington boots or dress boots with a zipper not exceeding eight (8) inches in height; Black cowboy boots with heels not exceeding one and one-half (1-1/2) inches; Low-cut tennis shoes all-black only.
- Not acceptable shoe styles: High top tennis shoes; buckles and stirrups; laced hiking-style boots, laced boots; sandals; cleated or open toe Thick crepe, cleat or ripped-soles
- Socks: Black socks or skin tone nylon stockings

The wearing of any non-regulation pants, shirts, ties, shoes, or hats while on duty is prohibited and the Contractor is subject to the assessment of liquidated damages.

5.6.2 Appearance Standards:

5.6.2.1 Male Appearance:

- Male hair shall be clean, neatly and evenly trimmed or combed and well groomed, with length in keeping with a professional image.
- Mustaches shall be clean and neatly trimmed and shall not extend more than one-half (1/2) inch horizontally beyond the comers of the mouth.
- Beards and goatees are permitted; the beard must not be more than one-half (1/2) inch in length and must be clean and neatly trimmed.
- Ornaments and Jewelry on Clothing: Ornaments, jewelry, or similar accessories shall not be worn if they depict any association, individual, occupational group, religion, race, creed, color, nationality, or gender in any way, especially in a favorable or unfavorable light.

5.6.2.2 Female Appearance:

- Female hair shall be clean, neatly and evenly trimmed or combed, and well-groomed in keeping with a professional image. At no time shall hair be worn in such a manner that it obscures vision or creates a safety hazard.
- If cosmetics are used, they shall be applied conservatively so that the outward appearance of wearing make-up is lessened.
- Ornaments, jewelry or similar accessories shall not be worn if they depict any association, individual, occupational group, religion, race, creed, color, nationality, or gender in any way, especially in a favorable or unfavorable light. Earrings should be small so that they do not pose an accident risk or create a safety hazard.
- Fingernails should be worn at an acceptable business or active length to ensure safety and job-related efficiency.

5.6.3 The Contractor shall provide uniforms for METROLift Drivers, Street, Safety and Office Supervisors.

6.0 VEHICLES

6.1 Requirements

6.1.1 The Contractor shall be responsible for all METRO and/or Contractor owned-furnished minivans. The Contractor shall ensure that all METRO and Contract required vehicles comply with or exceed with applicable Local, State, Federal and OEM safety and mechanical operating and maintenance standards for the particular vehicle and model used under this Contract. As vehicle models change, the Contractor shall update its' standards and requirements for METRO's review and approval. All METRO and/or Contractor owned-furnished vehicles shall be maintained in a clean, safe, and reliable condition at all times in accordance with the maintenance provisions of METRO standards set forth within this Scope of Services. The Contractor is encouraged to prepare its own standards and requirements for METRO's review and approval. The Contractor shall perform, at minimum, all routine, preventative and major maintenance of the vehicles necessary to keep METRO and Contactor owned-furnished vehicles in a clean, safe, reliable and well-maintained condition, at all times assuring that all onboard systems, from bumper to bumper, are fully functional and operational. All METRO furnished minivans shall be 100% dedicated to METRO Service at all times.
6.1.2 METRO shall determine that METRO and/or Contractor’s vehicles meet the following requirements:

- All damaged vehicles shall be repaired and repainted within one (1) week of damage occurrence.
- All vehicles shall be equipped with hubcaps or wheel covers upon receipt of the vehicles.
- All vehicles shall be maintained with functional and operational air conditioning (cooling and heating) systems appropriate for the size of the vehicle. The cool or hot air must be vented to provide air flow for all passengers.
- All vehicles shall display appropriate signs indicating that smoking, eating, and drinking are prohibited at all times in all vehicles by any person, including the driver.
- All vehicles shall have a functioning horn.
- All vehicles shall have a functioning speedometer indicating speed in miles per hour and a functioning odometer correctly indicating distance in tenths of a mile.
- All vehicles shall have functioning exterior and interior lighting inside the passenger compartment at all times.
- All vehicles shall have no leaks of any kind into the passenger compartment.
- All vehicles shall have no loose or rusted running boards and/or other step equipment.
- All vehicles shall have operable and clean seat belts for all passenger positions.
- All vehicles shall have passenger compartments that shall be clean and free from torn upholstery or floor coverings, damaged or broken seat parts, protruding sharp edges, and vermin or insects. The passenger area must be free from offensive odors at all times.
- All vehicles shall have unobstructed vision on all sides.
- All vehicles shall have windows that can be opened and closed in accordance with manufacturer standards.
- All vehicles shall meet all safety, mechanical and emission standards established by local codes, Texas State Statutes and Federal regulations, as applicable.
- If a vehicle is removed from METRO/METROLift Service, the radio and/or communication equipment must be transferred together and installed in a new vehicle. If required, a one-week notice shall be required for retiring or replacing the vehicles.

6.2 Maintenance Personnel

6.2.1 All first line floor supervisory staff overseeing the repair of METROLift vehicles covered by this contract shall be ASE-Master certified. The Master rating shall include the A1 through A8 areas of automotive repair and servicing; L1 engine repair; and the S1 Body Systems and Special Equipment certifications. ASE certifications are preferred for maintenance and repair of METROLift vehicles. All Supervisors and Technicians shall be capable of using diagnostic equipment specifically designed for use on all Contract-required vehicles.

6.2.2 The Contractor may be allowed to start this Contract without the full complement of required Master ASE-certified supervisory staff. Within nine (9) months of the Contract execution, the requirement for all supervisors to be certified to ASE-Master level must be met. Supervisors hired more than nine (9) months after the start of this Contract may also be allowed nine (9) months from hire date to become ASE-Master certified. If the Contractor fails to attain the ASE-Master certifications requirement within the nine (9) months grace period, the Contractor shall be subject to the assessment of liquidated damages. Such failure may also be considered as grounds for Contract termination.

6.2.3 Only Master ASE-certified Supervisors shall oversee repair of METROLift vehicles covered under this Contract. All Supervisors must keep their ASE certifications current and up to date. Supervisory staff will have three (3) months from the date of expiration of their certification(s) in which to acquire re-certification up to the Master level. If Supervisors fail to get the necessary certifications within the three (3) month period, the Contractor shall be subject to the assessment of liquidated damages as a vacancy in supervisory personnel.

6.2.4 Supervisors or Technicians shall not have more than one (1) helper/trainee under their direction at any one time. Multiple helpers/trainees are not permitted to assist one (1) signal Technicians. A helper/trainee is someone who is in the process of upgrading his/her technical skills for the purpose of ASE certification to a Master rating. No helper/trainee shall repair or diagnose a METROLift vehicle. A helper can be used for non-repair work such as cleaning engines and transmission components, changing tires, shop cleaning or assisting a certified Technician.
6.3 Cleaning

6.3.1 The Contractor shall ensure that all vehicles are clean. At minimum, all vehicles shall have exteriors washed and cleaned of all dirt, oil and accumulated grime, and interiors cleaned of all dirt and trash prior to the start of each day. The Contractor shall sanitize vehicles as needed in the event of individual passenger illness or conditions such as public health emergencies. METRO may require the Contractor to clean minivans more than once per day if there is a public health emergency that warrants frequent cleanings. All vehicles shall be free of outer body and interior damages (i.e. accident damage, paint damage, cracks, breaks, dings or dents, damaged or faded decals, torn upholstery, damaged interior panels, cracked glass, etc.) that noticeable detract from the overall appearance of the vehicle. Each vehicle shall be thoroughly cleaned, waxed and polished every year. In addition, the Contractor is required to incorporate a wash/wax solution, as approved by METRO, into the daily washing of vehicles. The Contractor may substitute this product upon METRO's approval. The Contractor shall be responsible for the neglect or abuse of all existing or new vehicle equipment. Any vehicle not conforming to this provision is subject to removal from METROLift Service prior to, during, or upon completion of the shift, until such time that METRO's Project Manager or Quality Assurance (QA) Inspector has determined that METRO standards are met. Failure to meet this requirement subjects the Contractor to assessment of liquidated damages for vehicle noncompliance.

6.3.2 The Contractor shall quickly address the incidence of any spills, emission or leaks of vehicle fluids (i.e. diesel fuel, gasoline, transmission fluid, hydraulic oil, motor oil, coolant, power steering fluid, and brake fluid) onto public streets, Park and Ride lots, Transit Centers, or the other properties by any vehicle operated under the Contractor's jurisdiction. All spills shall be appropriately responded to and supervised by the Contractor's personnel in accordance with the Texas Administrative Code, Title 30 Environmental Quality, Part 1, Chapter 327 - Spill Prevention and Control (30 TAC 327). The affected area of spillage shall be cleaned, and all waste materials shall be stored using approved methods and equipment specifically designed and regulated for spill response and waste disposal activities. Failure to respond to a spill in a timely manner and where METRO staff may be required to be involved shall be cause for reimbursement to METRO by the Contractor at the fully burdened rate of all labor and materials utilized by METRO.

6.4 Contractor's Facility/Equipment/Supplies

6.4.1 The Contractor shall provide an operations and maintenance facility capable of maintaining twelve (12) or more vehicles simultaneously. The facility shall be equipped with high lifting devices and/or below floor level area stations (inspection pits) capable of receiving a minimum of eight (8) vehicles for the purpose of inspection and/or repairs. METRO reserves the right to approve the facility and its location. At any time during the Contract period, other than when a METROLift Minivan is needed to perform METROLift Service, METRO may inspect Minivans at the Contractor's facility, or at another site chosen by METRO management personnel.

6.4.2 The Contractor's facility property shall be of sufficient size, capable of secure parking for the entire METROLift fleet, (including spare ratio) including any additional vehicles owned or provided by the Contractor. All parking shall be within or on the proposed facility property. The Contractor shall also provide secure parking for all employees' vehicles within or on the proposed facility property. All parking shall be hard surface concrete or asphalt. At any time during the Contract period, other than when a vehicle is needed to perform Service, METRO may inspect vehicles at the Contractor's facility, or at another site chosen by METRO management personnel. All METRO owned-furnished vehicles will reside at the Contractor's maintenance facilities while not in scheduled service or at an authorized repair center, unless authorized in writing by METRO.

6.4.3 The Contractor shall possess the diagnostic test equipment and tools required to check, repair, and maintain all vehicles required by this Contract. Diagnostic test equipment software must be kept up to date throughout the term of the Contract. At its own discretion METRO's QA Department will audit the diagnostic equipment for compliance. All diagnostic test equipment shall also be available to METRO Technical personnel for auditing repairs and preventative maintenance (PM) inspections.

6.5 Fuel

METRO will provide fuel to the Contractor for METRO owned-furnished revenue vehicles only for the number of revenue hours operated. METRO will lease the Contractor's fuel storage tanks for $1.00 per month when METRO is providing the fuel and the Contractor is providing transportation Services for METRO. Fuel storage tanks provided by the Contractor shall have a three (3) day capacity. Regardless of METRO provided fuel or Contractor provided fuel, the Contractor shall be responsible for providing fuel consumption records as requested by METRO for all vehicles by vehicle number. Records shall list fuel consumption in miles per gallon and filed by vehicle number and date. The Contractor shall be fully responsible for the maintenance, permits, and licenses associated with the operation of all METRO-leased fuel tanks. The Contractor shall reimburse METRO for METRO provided fuel for non-revenue fuel utilized at a minimum for Safety, Maintenance and/or Street Service Supervisor vehicles.

6.6 Maintenance Work

6.6.1 The Contractor shall, at minimum, provide maintenance, personnel, tools, supplies, equipment, parts, services, etc. to perform daily, routine, preventative and major maintenance of the vehicles. Upon receipt of each METRO furnished vehicle, the Contractor shall be responsible for maintaining the vehicles in accordance with this Scope of Services, applicable Federal, State, OEM, and METRO standards. At minimum, the Contractor shall meet OEM or METRO- approved standards for fuel, oils, greases, etc. The Contractor shall maintain and document the methods used for the inventory control and reconciliation of fuels and fluids for purposes of good management practices.
6.6.2 All items inspected shall be serviced, repaired or replaced in accordance with OEM Service manuals, OEM Technical Service Bulletins (TSB), and this Contract. Vehicle inspections shall be completed within a 1,000-mile window, 500 miles before or 500 miles after the required PM inspection mileage. (Example: A 5,000-mile inspection can be completed between 4,500 miles and 5,500 miles.) Any PM inspections performed outside the 1,000-mile window; the Contractor shall be subject to the assessment of liquidated damages. In the event the vehicle or component manufacturer requires regular inspection of an item or system that is not in the standard OEM Technical Service Bulletins (TSB), the Contractor shall be responsible for regular review and repair of the item(s).

6.6.3 The Contractor shall comply with all applicable requirements of and notifications to, the Occupational Safety and Health Act (OSHA) 29 U.S.C. §§ 651 ff. The Contractor shall also conform to applicable Texas Health and Safety Codes, and all applicable local, state and federal laws, ordinances and regulations, and notification requirements, as administered by the Texas Department of Health or any other local, state or federal agency. In addition to the above, the Contractor shall notify METRO immediately in writing regarding any and all violations, orders, findings, discoveries and/or reportable incidents/accidents. The Contractor shall indemnify METRO for fines, penalties, and corrective measures that result from the acts of commission or omission of the Contractor, its Subcontractors (if any), agents, employees, and assigns, and their failure to comply with such safety rules and regulations.

6.6.4 METRO shall rely on the Contractor's professionalism during the course of all METROLift provided vehicles and Contractor provided dedicated vehicle inspections to locate and repair defects that may exist but are not documented on the pre-approved inspection forms.

6.6.5 The Contractor shall have the responsibility to track and analyze vehicle road calls on a daily, weekly, monthly and annual basis. The analyzed results shall be categorized for METRO in an approved automated format submitted weekly to the assigned METRO QA Inspector for review. An approved reporting format will be approved after award of the Contract.

6.6.6 The Contractor shall be required to have an oil analysis program in place to monitor engine oil and transmission fluid condition throughout the term of the Contract. Samples shall be taken according to the PM inspection program schedule. All sample results and reports shall be accessible to METRO's onsite QA Inspector. All sample results that come back as abnormal or critical shall be immediately presented to the onsite QA Inspector. It is the Contractor's responsibility to follow the recommendations of the oil analysis laboratory as it pertains to abnormal/critical sample results. If the analysis program is web-based, the Contractor shall provide METRO's QA Department and management access with passwords to Contractor's maintenance website, as METRO requests.

6.6.7 The Contractor shall maintain and provide for the duration of the Contract all revenue-vehicle fluids, OEM-recommended oils, greases and lubricants, tires, OEM spare parts (or METRO-approved equivalent), OEM materials and supplies necessary to perform Preventive Maintenance (PM) and regular repairs necessary to maintain uninterrupted continuity of METROLift Service. Regular repairs shall include, but are not limited to, repair and/or replacement of all mechanical, electrical, air conditioning, engines, transmissions, radiator or drive train assemblies or parts as needed to repair the Minivans throughout the term of the Contract.

6.6.8 The Contractor shall adhere to all OEM and METRO standards and practices for all electronic vehicle components. The Contractor shall record all electronic maintenance activities and transactions in the vehicle file. All electrical work must be in accordance with vehicle manufacturer specifications and standards. Branching of wires, direct wiring or circumventing safety systems by bypassing circuit protection devices is prohibited. When it is necessary to re-wire a particular system or systems differently than what is shown in the electrical schematic, METRO's QA Manager must approve the work in advance.

6.6.9 All vehicles shall display a valid Texas DPS inspection sticker at all times. During the month that a vehicle's safety inspection sticker expires, the Contractor shall have the vehicle inspected and the sticker renewed by a certified Texas DPS inspection station or facility. Any vehicle found to be non-compliant is subject to removal from Service and the Contractor is subject to assessment of liquidated damages for vehicle noncompliance.

6.6.10 Upon receipt of each vehicle, the Contractor shall be responsible for maintaining all vehicle records, by METRO's vehicle number, documenting dates, all maintenance on all vehicles, at a minimum to include warranty repairs, PM scheduled inspections, parts usage, fuel, fluids and oil usage, scheduled and unscheduled maintenance and labor expended on each vehicle throughout the term of the Contract in accordance with this Scope of Service and all applicable Federal, State, Local and OEM standards. The Contractor shall keep all active hard copy files for all vehicle maintenance onsite for at least six (6) months, and make them easily accessible Technicians and METRO, upon request. The Contractor's professionalism is to be used during the course of the inspection to locate and repair defects that may exist but are not documented on the pre-set forms. The Contractor shall be responsible for keeping a permanent vehicle file in METRO's SAP system current throughout the term of the Contract and shall remit a complete set of all vehicle files to METRO at the end of the Contract.
6.6.11 The Contractor shall be responsible for maintaining at a minimum the following reports in its file for all used in delivering METROLift Services:

- Daily inspection forms
- Fuel and oil usage
- Labor time and costs expended on each vehicle
- Parts usage
- Preventive Maintenance scheduled and unscheduled inspections
- Preventative maintenance reports
- Road call reports (Service interruption)
- Safety inspection reports
- Scheduled and unscheduled maintenance
- Vehicle repair reports
- Warranty repairs

6.6.12 Climate control for the METRO Service area is crucial for passenger safety. Interior climate control systems must be operational and in good working order at all times.

6.6.13 The Contractor shall complete a METRO vehicle defect card (or other METRO-approved defect card) on a daily basis, or each time the vehicle is used in Service or per daily manifest. See Exhibit ‘A’, Attachment No. 4 entitled ‘METROLift/Contractor Vehicle Defect Card’ attached hereto. The cards are used to assist the Contractor in reporting defects or problems to the maintenance department defects that may have occurred while vehicles are in Service. The Contractor shall ensure that each card, including the pre-pull-out and post-Services, shall be filed chronologically by vehicle number throughout the term of the Contract. The Contractor shall perform scheduled inspections and Service in accordance with METRO’s agreed upon METROLift Vehicle Preventative Maintenance Inspection Schedule and Exhibit ‘A’, Attachment No. 5 entitled ‘METROLift Preventive Maintenance Inspection Forms’ attached hereto.

6.6.14 The Vehicle PM Inspection Form shall be used as a guide when performing actual PM inspections. In the event the vehicle or component manufacturer requires regular inspection of an item or system that is not identified by the METRO Vehicle PM Form, the Contractor shall be responsible for regular review and repair of the item(s). With METRO’s approval, the Contractor may use its own work order form for scheduled and unscheduled maintenance repairs in order to standardize its own administrative procedure. Copies of all work orders shall become a permanent part of the vehicle maintenance file.

6.6.15 The Vehicle PM Inspection Form is not all-inclusive. The Contractor’s Technicians shall use their technical and professional skills during the course of the inspection to locate and repair defects that may exist but may not be documented or listed on the inspection form. Additional blank sheets are included at the end of the form to record defective items found and repaired, and for comments about the vehicle that are pertinent and need to be documented and kept on file.

6.6.16 The Contractor shall be responsible for all tire maintenance and replacement tires. Replacement tires shall be new (OEM quality/grade or better). Retread tires shall not be used at any time. Any tire reaching the tread depth of 4/32’ shall be replaced. All vehicle wheel and tire maintenance shall meet or exceed the State of Texas and Federal DOT inspection guidelines. The Contractor shall comply with all applicable federal, state and local regulations pertaining to the management of used or scrap tires, as regulated by the Texas Administrative Code, Title 30 Environmental Quality, Part 1, Chapter 328, Subchapter F, and subject to manifesting in accordance to rule §328.58 - Manifest System.

6.6.18 Each METRO vehicle furnished to the Contractor shall include two (2) red wheelchair passenger seat lap belts, wheelchair tie-down retractor in accordance with ADA and the Federal Motor Vehicle Safety Standards (FMVSS). The Contractor shall maintain all belts and retractors in a serviceable condition, to include cleaning or replacement of any or all of the wheelchair equipment when it becomes frayed or damaged.

6.6.19 The Contractor may be required to participate in ongoing research and development with the vehicle OEM or other equipment manufacturers, and METRO, by field testing various components and systems. The Contractor shall track and document the specific data required by such testing or performing special service intervals as required. The Contractor may be required to deliver and pick up test vehicles at one of METRO’s facilities. Test vehicles will not have any special or extended warranties; however, if a test component fails, it will be replaced at no cost to the Contractor. When a test on a component or system concludes, the vehicle will be returned to its original OEM configuration without charge to the Contractor. The remaining original OEM warranty will then resume. No extensions to the OEM warranty will be added.
6.6.20 METRO reserves the right to repair METRO owned-furnished vehicles as required to bring the Contractor up to the maximum pull-out requirement and/or any other extenuating circumstances. The Contractor shall be billed for the repairs at the fully burdened rate used by METRO during the term of the Contract for all labor and materials.

6.6.21 The Contractor shall assure that all major fully rebuilt components comply with current local, state, federal rules and regulations as well as OEM and METRO standards.

6.7 Warranty

6.7.1 The Contractor shall assume total responsibility for the administration of all new vehicle warranties associated with METRO’s Minivan fleet to include documenting, filing and processing claims through the appropriate sources. The Contractor shall coordinate with local dealerships for all warranties associated with the OEM chassis and power train, including a vehicle's engine, transmission, drive line, differential, frame, suspension, electrical, air conditioning, and ancillary vehicle systems and components. All warranty files shall be subject to audit by METRO’s QA Department or Warranty Department at any time during the term of this Contract.

6.7.2 The Contractor shall assume total responsibility for the administration of all new vehicle warranties associated with the non-OEM, aftermarket additions, on-board communications systems and Aftermarket Vehicle Bodybuilder warranties, to include documenting, filing and processing claims through the appropriate sources. The Contractor shall coordinate with appropriate suppliers for all warranties associated with non-OEM, aftermarket additions. The warranty shall be voided if the Contractor fails to conduct normal inspections and perform scheduled PM procedures as recommended in the original vehicle manufacturer's maintenance manuals. The warranty shall not apply to scheduled maintenance items, such as tires, nor to items furnished by METRO, such as radios, fare boxes and other auxiliary equipment, except for such equipment that may be damaged by failure of a part or component for which the Contractor is responsible.

6.7.3 METRO, at its own option, reserves the right to perform any or all warranty and non-warranty repairs on METRO-owned-furnished METROLift fleet vehicles. The Contractor may be required to deliver the vehicles to one or more of METRO’s maintenance facilities. The Contractor shall also be responsible for picking up the vehicles after the completion of the repairs. If warranty or non-warranty repairs performed by METRO indicate a vehicle's neglect or misuse, or when a vehicle fails to operate properly due to having received a faulty PM inspection by the Contractor, the repair costs will be charged back to the Contractor at METRO's fully burdened hourly rate plus the costs for parts. If a trend of premature component failures is found to be a result of faulty PM inspections, misuse or neglect, the Contractor shall be subject to the assessment liquidated damages for vehicle noncompliance per vehicle per day that service is impacted.

6.8 METRO Quality Assurance

6.8.1 METRO's QA Division shall have unrestricted and immediate access to all vehicles and maintenance records at all times. The Contractor shall provide METRO's onsite QA Inspector and authorized users from METRO's Project Management and Contracts Departments with sufficient login and password access to the maintenance system used to track maintenance and create work orders for METRO's fleet, at no cost to METRO. Access shall provide unrestricted viewing and printing of all documentation pertaining to METRO's fleet, to include, at minimum, fuel usage, oil usage and parts usage at no cost to METRO. METRO, at its sole discretion, reserves the right to remove those that have not received scheduled PM inspections. The Contractor shall be subject to the assessment of liquidated damages for any vehicles removed from service.

6.8.2 The Contractor shall service such vehicles to bring them to Contract standards and return them to service in a safe and fully operational state within one (1) to five (5) working days, depending on the nature of repair required. The vehicles must be inspected, and the repair work approved by QA personnel prior to the vehicles resuming revenue service.

6.8.3 METRO’s QA Division is not a substitute for the Contractor’s QA responsibilities. The Contractor is fully responsible for the safety and QA of all vehicles for all Van Services provided.

6.9 Towing

The Contractor shall provide personnel and vehicle towing equipment to retrieve vehicles that require towing. If METRO personnel arrive first at an incident where the need to clear the road is essential, METRO will use its equipment to clear the road if the Contractor's equipment cannot arrive soon enough to prevent traffic congestion. The cost of using METRO equipment to clear a road will be charged to the Contractor at the then-current rate or at a minimum $150.00. Any vehicle stalled on a High Occupancy Vehicle (HOV) or High Occupancy Toll (HOT) Lane may be moved by METRO to a location where the Contractor can tow the vehicle.
6.10 Accident Damage

6.10.1 All accident damage must be repaired prior to returning any vehicle to service. Minor scratches, minor dings and dents may be repaired during scheduled maintenance activity, but obvious damage shall be repaired prior to the vehicle entering revenue service. Under no circumstances shall vehicles be permitted to operate in revenue service with missing panels, unpainted repairs, or primer paint showing. Major accident repairs shall be inspected and approved by METRO’s Project Manager or designee prior to the vehicle being returned to revenue service. The Contractor shall report to METRO, in writing, all accidents and incidents regarding METRO-furnished vehicles or METRO-furnished equipment, such as boarding chairs, regardless of service status, within one business day of the accident/incident to the METRO Project Manager and METRO’s Contracting Officer.

6.10.2 The Contractor shall not operate any vehicle in revenue service with missing or broken glass, to include windshields, door glass, driver’s windows, and all side windows. All exterior lamp lenses shall be attached to the vehicle during service. Federal Motor Carrier Safety Administration Regulations, Subpart D, §393.60 Glazing in specified opening regulations will be used to replace broken windshields. Other glass in the vehicle shall be replaced when scratched, damaged, becomes unsightly, or is otherwise damaged to the point that passengers cannot see out clearly. Cracked or damaged light lenses shall be replaced before the next day's pull-out.

6.10.3 The Contractor shall be responsible for all needed repairs and decal replacements on vehicles, including painting associated with accident repairs. METRO’s paint standards shall be used for repainting or making paint repairs on METRO vehicles.

6.11 Emissions

The Contractor shall be required to comply with the Texas Statutes, Transportation Code, Title 7, Chapter 547, Section 547.605 - Emission Systems Required. The Texas Transportation Code prohibits motor vehicles with excessive visible smoke emissions from operating on Texas roadways. Law enforcement authorities statewide may issue citations, punishable by fines to the owner/operator of ‘a vehicle that emits visible smoke for 10 seconds or longer.’ The Contractor shall be responsible for all fines received for vehicles operated by the Contractor.

6.12 Condition of Vehicles at Pre-Contract, Termination or Conclusion of Contract

6.12.1 Prior to the date of the start of Service, the current Contractor and the new Contractor shall set a mutually agreed-upon inspection date for both parties and METRO to perform a joint inspection of each used vehicle assigned to the Contractor to identify defects. Inspection and review of maintenance records shall take place to determine the condition of each vehicle. The initial inspection shall consist of a safety check for brakes, air systems, tires, power train, fluid levels, broken glass, body damages, etc. The new Contractor shall conduct another detailed inspection of every fleet vehicle within thirty (30) days of the initial inspection. Authorized METRO and Contractor representatives shall sign each vehicle inspection record. Maintenance records shall also be reviewed at both times to determine the condition of each vehicle.

Brakes shall be visually inspected to ensure they are fully functional and the braking system safe. Photographs shall be taken of exceptional or questionable vehicles during each inspection and used to document the vehicle condition at the time of inspection. If both parties cannot agree on defect repair responsibilities, METRO shall act as an arbitrator between the current Contractor and new Contractor and shall schedule a hearing between both parties to establish responsibilities, or extent of repairs.

Conditions for Pre-Contract, Termination or Conclusion of the Contract shall include, at minimum:

- All seat belts shall be clean and in working condition.
- All tires shall meet the Texas State inspection requirements plus have a minimum tread depth of no less than 4/32 inch. Spare tires shall also meet this requirement.
- All vehicle controls, instruments, gauges and switches shall be intact and operate correctly.
- All vehicle exterior and interior lights and signals shall be intact and operate correctly.
- All boarding wheelchair(s) and other securement belts shall be clean and operational.
- All air conditioning systems shall be in good operating condition, particularly for cooling. Coolant leaks are not acceptable.
- Engine cooling systems shall be intact and operating correctly.
- Engine oil leakage shall be rectified.
- Engines seized due to operations of vehicles with insufficient coolant, lubricating oil and/or with broken internal components shall be repaired.
- Exterior decals and signage conditions are subject to METRO’s discretion.
- Seat vinyl may be worn but not torn. Torn seat vinyl shall be repaired or replaced.
- Texas State Inspections shall be current.
- The exhaust system shall be properly suspended, in efficient working order and in undamaged condition, with no leaks or evidence of blowing from the exhaust system joints.
- The interior shall be clean and tidy with no damaged or permanent staining to the interior panels or headlining.
- Transmission fluid leakage shall be rectified. Transmission shall be repaired with no slipping, erratic gear changing, clutch slipping, or noisy transmission.
- Vehicles shall not have any un-repaired or neglected accident or body damage.
METRO will provide the Contractor with the previous twelve (12) months maintenance records as available and life miles on the engine and transmission for all buses furnished to the Contractor. Review of maintenance records shall be performed to determine the mileage since the last major inspection. Minivans within five hundred (500) miles of the next scheduled PM inspection shall be inspected using the approved inspection interval.

6.12.2 Upon completion of the Contract, the Contractor shall be responsible for returning to METRO all METRO owned-furnished property not consumed in the performance of this Contract, with all systems in working order, less reasonable wear and tear. Normal wear and tear will be taken into consideration. The definition of normal wear and tear may include but is not limited to, faded paint, scratches from tree limbs, worn but not torn seat covers, and worn but not torn floor rubber. Lack of attention to preventative measures misuse or neglect will not be considered as reasonable wear and tear. Upon completion of the Contract, the existing Contractor, the new Contractor and METRO (or a Contractor assigned by METRO) will inspect the vehicles using METRO criteria. Parts or components that are broken or beyond their useful life will be considered failures and must be repaired or replaced by the Contractor before they are accepted by METRO for return. The Contractor may ask METRO for waivers on a case by case basis, based on age or mileage of the vehicle. All vehicles shall be returned in a fully Serviceable condition. The Contractor shall ensure that all vehicles can be returned immediately and safely to Service regardless of vehicle age and mileage.

6.13 Information Systems

The Contractor shall use a METRO-approved automated maintenance management system to manage vehicle maintenance ancillary records. Maintenance tracking and history records provided by the Contractor shall be capable of being uploaded electronically to METRO’s automated maintenance system within forty-eight (48) hours of METRO’s request. The Contractor’s automated maintenance management system shall provide information on parts usage, defects, serialization tracking, vehicle tracking, supporting claims documentation, and month-end and year-end reports. METRO will have immediate and unrestricted access to all maintenance records at any reasonable time. The Contractor shall be responsible for keeping automated and physical vehicle tiles current throughout the term of the Contract and shall remit complete hard copy tiles of all vehicle records, plus one (1) electronic copy of all records to METRO’s Project Manager at the conclusion of the Contract.

The Contractor is responsible for collection and retention of all data in conjunction with the performance of Services of this Contract. If non-METRO software is utilized by the Contractor, METRO reserves the right to access any and all information contained in the Contractor’s software applications that relate to vehicle maintenance, components installed on or removed from vehicles, component suppliers, fueling data and any other information related to the maintenance of vehicles or operations. METRO reserves the right to require routine extracts from the Contractor’s databases. The Contractor must provide electronic vehicle status reports on a daily basis, twice a day (AM and PM pull-outs), seven (7) days per week, to METRO’s Project Manager.

7.0 COMMUNICATION EQUIPMENT

7.1 METRO-Furnished Communication Equipment

Communication equipment requirements are described herein. The Contractor shall ensure that no vehicle shall be permitted to be placed into METROLift Service without having properly functioning onboard communication equipment and devices as listed below.

The Contractor shall maintain all radios, MDT’s, cameras, and auxiliary communication equipment installed in all METRO owned-furnished vehicles. METRO will only issue one (1) set of antennas, handset and cabling per set of communication equipment for each METROLift furnished vehicle. All subsequent transfers or replacements shall be the Contractor’s responsibility. The Contractor shall be responsible for all repairs, replacements and consumables of all communication equipment.

METRO will provide six (6) handheld radios to each Street Supervisor for the duration of the Contract. The Contractor shall repair and/or replace damaged handheld radio equipment within sixty (60) days with OEM equipment or components. METRO will determine point of replacement.

The Contractor shall be responsible for all METRO provided communication equipment once issued to the Contractor in accordance with METRO’s ‘Property Services Guidelines’ attached hereto as an Exhibit. The Contractor shall secure and protect all communication equipment and/or replace any equipment lost, stolen or abused with OEM equipment and components. The Contractor shall keep accurate documentation on the status of each piece of communication equipment complete with serial numbers, METRO asset numbers, date of installation/removal vehicle number, and description of all maintenance performed. The Contractor shall also document the name of the METRO representative and date of any equipment issued/returned or exchanged between METRO and the Contractor.
7.2 Equipment Work
All bench work or any work inside METRO's communication equipment, including that installed in Street Supervisor minivans, will be performed by METRO. The Contractor shall be monetarily responsible for all bench work or work inside the communication equipment performed by METRO caused by Contractor negligence or misuse. The Contractor shall return any defective equipment for warranty or inspection and repair by to the METRO Administration Building at 1900 Main St. The Contractor shall be issued one (1) spare communication unit to limit down time of Contractor's vehicles. The Contractor shall be responsible for any and all damages that are deemed excessive or found to be negligent or misused as determined by a third-party contractor of all communication equipment.

The Contractor shall be responsible for all installation and removal of all METRO-provided communication equipment and shall conduct all field maintenance to include complete review of communication equipment during every scheduled vehicle PM inspection. All work performed by the Contractor shall be done or supervised by a certified communications technician. METRO will approve all installation/removal configurations prior to actual installation and de-installation.

Each set of communication equipment shall be associated with a specific vehicle number. Any transfer of communication equipment, including the reprogramming of spare parts, will require METRO approval in advance. If a vehicle is removed from METROLift service, the radio and/or communication equipment and vehicle number must move together to another/ new vehicle. A two-week notice shall be required for retiring or replacing the vehicles.

7.3 License Fees and Cellular Data
METRO agrees to pay all license fees and charges for cellular data time for the duration of this Contract. The METRO owned/ furnished communication equipment (to include appropriate antenna and cabling) may include the following:

7.3.1 MOTOROLA Radio Equipment (METRO provided equipment) for METROLift provided vehicles

<table>
<thead>
<tr>
<th>APX1500 Mobiles</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>M36URSP9PW1 N</td>
<td>APX1500 7/800 MHZ MOBILE</td>
</tr>
<tr>
<td>GA01339</td>
<td>ENH: SW P25 TRUNKING</td>
</tr>
<tr>
<td>QA01648</td>
<td>ADD: ADVANCED SYSTEM KEY - HARDWARE KEY 01A7</td>
</tr>
<tr>
<td>GA00804</td>
<td>ADD: APX O2 CONTROL HEAD (Grey)</td>
</tr>
<tr>
<td>G444</td>
<td>ADD: CONTROL HEAD SOFTWARE</td>
</tr>
<tr>
<td>G67</td>
<td>ADD: DASH MOUNT</td>
</tr>
<tr>
<td>G174</td>
<td>ADD: ANT 3DB LOW PROFILE 762-870</td>
</tr>
<tr>
<td>G142</td>
<td>ADD: NO SPEAKER NEEDED</td>
</tr>
<tr>
<td>G996</td>
<td>ENH: OVER THE AIR PROVISIONING</td>
</tr>
<tr>
<td>G24</td>
<td>ENH: 3 YEAR SERVICE FROM THE START</td>
</tr>
<tr>
<td>GA00580</td>
<td>ADD: TDMA OPERATION</td>
</tr>
<tr>
<td>W22</td>
<td>ADD: PALM MICROPHONE</td>
</tr>
<tr>
<td>GA01767</td>
<td>ADD: APX MOBILE RADIO AUTHENTICATION</td>
</tr>
</tbody>
</table>

Above units will include all necessary wiring, cables, and owner's manuals for normal operation of each unit.

7.3.2 TRAPEZE Mobile Data Terminal Equipment (METRO provided equipment) for METROLift provided vehicles
Ranger MDT (In Vehicle Mapping/Cellular Modem) 7-RNGr-0110000-46 Ranger w/internal GPS and 1xRTI cellular network modem
6-KIT-BBXANDTU-00 - Dual Mode GPS & Cellular Data
Antenna Kit 4-KIT-RNGRINST-00 - Ranger Installation Cable
6-KIT-RNGRMNTX-00 - Ranger Mounting Kit
6-SFW-DESTLICO-00 - Software - Mobile Navigation License per unit
Fee 7-SFW-MOBLTYPT-00 - Software - Ranger Paratransit Mobility

Above units will include all necessary wiring, cables, and owner's manuals for normal operation of each unit.

7.3.3 Handheld Supervisor Radio Equipment:
7.4 Contractor-Furnished Communication Equipment

The Contractor shall provide, at minimum, fifteen (15) sets each of MOTOROLA radio equipment and MENTOR MDT equipment or METRO-approved equivalent for the transportation services. These units shall be utilized as spares. The Contractor shall be fully responsible for all expenses associated with the operation and maintenance of this radio and MDT equipment. The fifteen (15) Contractor-provided radio and MDT equipment sets shall be submitted to METRO at the end of the Contract in accordance with the transfer of METRO property clause within this Contract and shall become the property of METRO with transfer of ownership (free and clear) to METRO. METRO and the Contractor will inspect the Contractor-provided radio and MDT equipment sets at the Contractor’s facility and METRO will take possession there at the beginning of the transition out period or at the end of the Contract.

8.0 ROUTING, SCHEDULING AND OPERATING MANIFESTS

8.1 Routing and Scheduling

METRO is responsible for determining the eligibility of all METROlift patrons. METRO is responsible for the customer service, reservations and dispatching functions for METRO/ METROlift transportation services. The Contractor shall be responsible for service delivery for authorized METROlift patrons. METRO may request transportation services to any point within the service area or other destinations as requested by METRO. All METROlift trips are scheduled in the Trapeze scheduling software system to optimize manifests based on the abilities of the METROlift Contractor.

8.2 Manifests

The evening prior to the start of service, METRO will compile daily manifests of the trips scheduled for each vehicle that will be operated by the Contractor during each service shift, using METROlift’s routing and scheduling system. The Contractor shall retrieve the manifests for each shift electronically from the Trapeze or METRO’s electronic system at the METROlift office currently located at The Lee P. Brown Facility, 1900 Main. This information by trip is available in an electronic format for transmission by MDT to the METRO and Contractor furnished vehicles, per manifest or shift. The Contractor may choose to print the manifests in hardcopy. The manifests will be sorted in manifest order.

Each manifest shall be treated as a single task that shall be performed in its entirety by the same driver unless otherwise specified or approved by METRO as a ‘split service’ shift. The Contractor shall not alter or restructure a manifest without prior approval of METRO’s Project Manager or Dispatch Supervisor. Trips listed on the electronic or written manifest are subject to change as the service demand changes during the day, which shall require adding or removing trips via the MDT and/or as dispatched by METRO’s Dispatch staff. The Contractor shall notify METRO’s Project Manager or Dispatch Supervisor before replacing a driver prior to the completion of a shift. Driver replacements shall be only when an emergency situation prevents a driver from completing the shift. If a substitute driver assumes a manifest mid-shift, the substitute driver shall complete the remainder of the manifest. The Contractor shall ensure that service is not interrupted as the result of a driver change-out. Driver and/or vehicle changes not communicated to METRO shall be accessed liquidated damages for service interruptions, non-complaint vehicle, and lack of reporting. All service interruptions are subject to the assessment of liquidated damages.
The Contractor's supervisory personnel as listed in 3.4 and 3.5 of this Scope shall not be used to cover manifest for lack of drivers, without notifying METRO's advance approval. METRO will access liquidated damages for late drivers, no drivers and/or lack of supervisory personnel.

8.3 Operating the Manifest

At the start of the shift, the driver shall call the METRO Dispatcher on the designated radio channel to provide the driver's full name, vehicle number, and the login location. The driver shall then enter the Driver ID number into the MDT for vehicle system login. As cited above, the driver shall travel to destinations in the order listed on the MDT unit and will read the facility name, type of incident, date, time, outcome etc. The driver shall use the Trapeze coding system when reporting the activities throughout the day. The pre-defined coding system shall be as shown in the Exhibit ‘Dispatch and Driver Communication Codes’ attached hereto. All drivers shall complete, in a clear and legible manner, at a minimum the trip manifest and daily vehicle hours and mileage for each shift worked. If METRO elects to eliminate paper manifest, drivers will be required to keep a log of all trips at a minimum to include client 1.0. numbers, the time arrived, time departed, mileage from the garage and each stop thereafter. METRO defines a No-show as recorded only after all attempts to locate the patron before contacting METROLift Dispatch. If the driver fails to perform the manifest as described herein and as documented by METRO will subject the Contractor to the assessment of liquidated damages. The Contractor shall be responsible for correcting the performance of the driver. Contract drivers shall ensure that METROLift trips are operated efficiently and shall notify METROLift Dispatch of excessive rides (passengers aboard the vehicle for more than one (1) hour) and/or potential passed up patrons and/or destinations.

8.4 No-Shows

METRO defines a No-Show as when a driver arrives within the 30-minute on-time window and the customer does not take the scheduled trip or cannot be found. A No-Show is recorded only after all attempts to locate the METROLift passenger fail.

When the Driver arrives at the pick-up address and is unable to locate the METROLift patron, the driver shall make every reasonable attempt to locate the patron before contacting METROLift Dispatch. If there are other METROLift passengers inside the METROLift vehicle, the driver should park as close to the entrance as possible so he or she can check on patrons and keep the vehicle in sight. The driver shall go to the door of the residence, or if not a residence, go inside the building near the main entrance door to announce arrival. For visually impaired patrons, the Contract driver is required to step out of the vehicle and announce his/her arrival for that specific patron. This will assist in making contact with the patron and reduce a No-Show.

If the passenger cannot be located, the driver may contact the METRO Dispatch to request a ‘call-out,’ whereby the Dispatcher will attempt to contact the passenger by phone and ask the person to meet the vehicle. This option works best when the pick-up location is a residence. The driver must wait while Dispatch makes the call-out, which usually takes about five (5) minutes.

If all attempts to locate the passenger fail, the driver shall contact METRO Dispatch for a No-Show approval and record the ‘No Ride’ (Code 5) and name of the authorizing Dispatcher in the manifest log before leaving the location without the customer. The Driver must stay at the location until the METRO Dispatcher grants approval to leave.
8.5 METROLift Transportation
Generally, METROLift provides curb-to-curb transportation, however, METROLift will provide ‘door-to-door’, or ‘through-the-door’ or other type of arrangement for patrons as needed. The Contractor will be notified via MDT of passengers who require door-to-door transportation Services. The driver shall ensure that passengers with physical and/or cognitive disabilities are handed over appropriately to proper care takers at all destinations and shall assist passengers to and from the door if so requested. Drivers shall never leave these passengers unattended. Communication with METRO Dispatch is critical when dealing with patrons with such disabilities. Failure to communicate effectively and operate the Services safely and/or in the patrons’ best interests may result in the assessment of liquidated damages and/or the removal of personnel from revenue Service. Additionally, due to physical and cognitive disabilities of some patrons, drivers are required to assist patrons to and from the door if and when requested upon arrival.

9.0 COLLECTION OF FARES
9.1 Contractor’s Responsibility
The Contractor shall ensure that correct fares are paid with METRO-approved fare media. The Contractor shall ensure that fares and tickets are collected and processed properly. Drivers are responsible for confirming the identity of patrons with the patron’s METROLift ID card or another valid form of identification (e.g., Driver’s license, a Texas DPS ID card). Any exceptions to fare collection shall be approved by METRO. As METRO changes fare media or fare collection procedures, the Contractor shall incorporate all necessary procedural changes and provide appropriate training to drivers. Liquidated damages will be charged for Ticket Envelope totals that are not consistent with the total number of tickets listed on the manifest and for ticket portions without patron identification numbers, for each occurrence (per day per manifest) of incomplete record keeping.

9.2 Fare Collection
Tickets collected from passengers shall equal those shown on the manifest and shall be placed in a METRO provided envelope as shown in Exhibit ‘A’, Attachment No. 6 entitled ‘METRO Ticket Envelope’ attached hereto. The Contractor shall ensure that the envelope is completed by each driver. Information required to complete the envelope includes the date, manifest number, driver name, the number of tickets collected, the number of patrons and attendants riding with a ticket, the pass number for patrons using passes, the name of the METRO Dispatcher who authorizes a patron to ride without a ticket, and the driver’s signature. Any driver who completes a shift and cannot produce a fare item for each trip shall be counseled and retrained by the Contractor. The Contractor shall discipline progressively drivers who fail to collect and document fare collection accurately. All manifests (if printed) and tickets shall be collected, checked and secured by the Contractor daily, and shall remain in the custody of the Contractor for sixty (60) calendar days. After 60 calendar days, the Contractor shall dispose and destroy all ticket portions. Liquidated damages will be assessed for Ticket Envelope totals that are not consistent with the total number of tickets listed on the manifest and for ticket portions without patron identification numbers, for each occurrence (per day per manifest) of incomplete record keeping. The fare collection process is:

- Driver shall confirm the identity of all METROLift patrons against the patrons’ METROLift ID card or other form of picture identification such as a Texas DPS Identification Card. The sole purpose here is to ensure that the correct patron is being transported. The driver is to look at a patron’s picture ID before every trip, even if the patron rides every day.
- Driver shall collect the METROLift fare i.e. ticket;
- Driver shall tear the ticket in half;
- Driver shall retain the ticket portion that shows the ticket number and record the patron ID number on the portion;
- Driver may return the other half to the patron;
- Driver shall document the numbered ticket portions in the Ticket Envelope;
- Drivers shall document EZ Wallet payments along with the passenger ID number
- Driver shall document pass numbers on the Ticket Envelope for passengers who use passes;
- At NO times shall a driver accept a torn or taped ticket;
- In cases where patrons have cognitive disabilities that prevent them from showing their picture ID card to the driver, the patron’s caregiver or attendant should present the card for them.
10.0 STANDBY SERVICE/BACK-UP DRIVERS AND VEHICLES

10.1 Standby ‘Protection’

The Contractor shall provide standby service (also known as ‘protection’) as part of the regularly scheduled manifest. All standby service drivers shall be in assigned to METRO-furnished vehicles, be positioned on the street and checked-in with the METRO Dispatcher thereby ready to transport passengers at the start of each shift. Standby service drivers shall remain in service throughout the entire shift. Standby service vehicles and drivers shall be provided to METRO to schedule or to use for service quality improvement as determined by METRO. The decisions on when and where to send the standby service will be solely at METRO’s discretion. Standby service shall be used by METRO to cover for waiting patrons, lateness or other issues created by the Contractor’s drivers.

The Contractor must have standby service vehicles to be in service and operating for the entire shift, as stated above. Standby service shall be operated in compliance with all operating and maintenance requirements set forth in this Scope of Service for revenue vehicles. Standby service vehicle hours shall be reimbursed at the same rate as revenue hours.

10.2 Back-up

To help reduce the impact from service interruptions, the Contractor can reduce and possibly avoid being assessed liquidated damages if they send an unscheduled back-up vehicle that is not currently in service.

The interrupted manifest must be replaced with a fully compliant METROlifef vehicle operated by a Contract driver who shall assume the remaining shift in its entirety. The Contractor shall be notified of a service interruption by the METRO Dispatcher after the driver reports the interruption to the METRO Dispatcher. If the Contractor has a replacement vehicle available, the Contractor shall notify the METRO Dispatcher, who will authorize the replacement of the down vehicle for the remainder of the shift.

If METRO has to cover any trips during the interruption, liquidated damages will be assessed for each trip covered. At no time shall the Contractor be authorized to dispatch or send multiple drivers or taxicabs to cover for a service interruption caused by no drivers, no vehicles, or other Contractor-caused service interruptions. All dispatching must be centralized through METRO. Each vehicle shift shall have a dedicated driver the entire shift.

10.3 Standby and Back-up Drivers

All standby service and Contractor-initiated back-up service vehicles shall have an assigned driver, a minimum of six (6) months’ driving experience in a vehicle equipped with a working METRO communication radio, and MDT is preferred. Each standby driver shall code-in with the Dispatcher at the beginning of their shift and shall follow the instructions of the Dispatcher throughout their shift. Any exceptions to this must be communicated to METRO's Dispatch office and METRO's Project Manager prior to the commencement of service.

11.0 LICENSES AND PERMITS

11.1 Work Performed

All work performed by the Contractor must fully comply with all federal, state and local licensing and permit requirements. This includes all licenses and permits required to install, maintain and operate equipment within the facility, as well as the licensing of all personnel employed or hired by the Contractor to perform maintenance and repairs services under this Contract. The Contractor shall not be limited to the local, state and federal rules and regulations stated in this Scope of Services.

11.2 Contractor’s Responsibility

The Contractor is responsible for all supplies, equipment, work, and services associated with this Contract. METRO assumes no liability for work plans approved by METRO. Any and all violations of federal, state or local license or permit requirements caused by the Contractor or its personnel are the responsibility of the Contractor. The Contractor shall advise METRO’s Project Manager and Contracting Officer immediately by telephone of any violation notices received from federal, state or local agencies. A written report shall be submitted within twenty-four (24) hours to METRO’s Project Manager, the Contracting Officer, and METRO’s Office of Public Safety.

12.0 SAFETY PROGRAM

12.1 Personal Protective Equipment

The Contractor is fully responsible for all aspects of the safety and health of personnel hired to perform under this Contract. The Contractor shall furnish and enforce the use of individual personal protective equipment (PPE) as needed to complete work being performed in hazardous locations, including the Maintenance Shop or on the streets when providing transportation services or investigating vehicular accidents. The Contractor shall provide PPE to Contractor personnel to ensure a safe work environment in the event of hazardous weather conditions, public health emergencies, hazardous road conditions such as flooding, and other hazards as identified.
PPE shall include, but not be limited to, hard hats or bump caps, rain gear, protective footwear, protective clothing and gloves, eye protection, ear protection, chemical resistant gloves, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests. The Contractor shall maintain a three-month supply of gloves, masks, and hand sanitizer. The Contractor shall provide warning signs, barricades and verbal warnings as required. The Contractor shall provide all employees including but not limited to Drivers and mechanics, safety training to include special training prior to working with hazardous materials or operations. The Contractor shall ensure that all sub-Contractors have adequate safety training programs. The Contractor shall document all training and provide written reports of the training to METRO when requested.

The Contractor shall ensure that spill response personnel wear proper PPE that includes but is not limited to bump caps, safety vests, chemical resistant gloves and boots, and safety eyewear. For any spill that exceeds a reportable quantity (RQ) as defined in 30 TAC 327.4(b) (2), the Contractor shall be responsible for the required agency notifications and notify appropriate METRO personnel immediately. For large spills or spills that enter the storm sewer system that are beyond the Contractor's spill response capabilities, an emergency response sub-Contractor shall be hired by the Contractor to conduct necessary clean-up activities.

12.2 Safety

The Contractor shall assume full responsibility for ensuring the safety of patrons, Contractor's personnel, and METRO- provided vehicles and equipment. The Contractor shall develop, implement and maintain a Public Transportation Agency Safety Plan (PTASP) that complies with Federal Transit Administration (FTA) 49 CFR Part 673 and shall be submitted to METRO for review. METRO's Safety Department personnel shall provide oversight, with periodic monitoring of the Contractor to confirm compliance with the approved PTASP. Safety management programs shall include, but not be limited to, accident prevention, accident investigation, retraining guidelines and procedures, criteria for determining preventability of accidents, schedules and agendas for internal safety meetings that reinforce the importance of safety and participation of the Contractor's staff in safety-related organizations. A copy of the Contractor's PTASP shall be submitted to METRO's Project Manager for review prior to commencement of the Contract. The Contractor shall be responsible for maintaining a PTASP that is updated to respond to new risks that may develop due to environmental, public health, or other potential hazards.

The Contractor shall comply with all applicable regulations pertaining to the management of lead, acid or secondary batteries regulated by Title 30 of the Texas Administrative Code, Part 1, Chapter 328, Subchapter C §361.451-361.454. The Contractor shall dispose of hazardous and universal waste as prescribed by law and maintain completed manifests. The Contractor shall remove trash and rubbish and keep its facility clean and safe at all times. The Contractor shall keep concrete surfaces in good condition at all times by cleaning oil spills and all other waste. The Contractor shall maintain current generator status.

13.0 EMERGENCIES

13.1 Emergency Programs

The Contractor shall develop, implement, and maintain a program to respond to emergencies and other problems that may occur. Occurrences include, but are not limited to passenger injuries, disturbances, or illness; vehicle failures; inclement weather and accidents; and emerging health threats or homeland security advisory alerts. The Contractor's written plan shall include a facility back-up plan, in case the Contractor's facility becomes inaccessible during inclement weather and/or accidents. All Contractor emergency programs and plans shall be submitted to METRO for review. The Contractor shall inform its employees and its sub-Contractors of emergency procedures to be followed in case of fire, medical emergency, or any other life-threatening catastrophe.

METRO is the provider of transportation for the service area in case of a hurricane and/or storm emergency. METRO has established a hurricane plan and the Contractor shall be asked to provide responsible key personnel at METRO'S central control location in the event of a hurricane and/or storm emergency. The Contractor's safety-sensitive personnel may be asked to volunteer during a hurricane and/or storm emergency. Contractor key personnel shall obtain emergency management training (National Incident Management System). To better understand their role under NIMS and to stay informed of the latest situation status, all key personnel are required to:

- Complete NIMS IS-700/100/200/800 (Intro, Basic, and NRP) training
- Complete PIER System and WebEOC User training
- Annual review of METRO's Emergency Management Plan
14.0 METRO POLICE and PUBLIC SAFETY

14.1 Contractor's Responsibility
METRO strives to provide safe, secure and reliable transportation service to its passengers while minimizing vandalism and property destruction to METRO's vehicles, property and facilities. It is the responsibility of the Contractor to support METRO's efforts to provide transportation services in the most secure manner possible. METRO works closely in partnership with local, state and federal agencies to achieve and maintain maximum system security. The Contractor shall cooperate with METRO's Police and/or Public Safety personnel in all matters of security as requested by METRO in response to local, state or national alerts, conditions or changes as dictated by the U.S. ‘Homeland Security Advisory System’ or any other mandates/advisories received by METRO. The Contractor shall coordinate with METRO Police regarding security notifications and training procedures as changes occur based on changing security conditions. METRO Police Officers respond to emergency and non-emergency transit-related calls for service throughout the METRO Service area. The Contractor shall report all security- and safety-related incidents and accidents involving personnel and vehicles.

15.0 CUSTOMER ADMINISTRATION

15.1 Processing Public Comments
METRO Customer Service will document all public comments, compliments or complaints in writing within two (2) business days of receipt and forward them to the Contractor. After receiving the comments, compliments, or complaints, the Contractor shall investigate the public comment within two (2) working days and submit written investigation results to METRO Customer Service with an attached copy of the associated comment form. METRO Customer Service may request further investigation upon review of the Contractor's investigation results. The Contractor shall submit the additional investigation findings and a written report of the actions that have been or will be taken as a result of the incident, plus the comment form to METRO Customer Service within five (5) business days. Written reports shall include the name(s) of the Contractor's driver(s) involved in the incident and the actions that have been or will be taken as a result of the incident.

15.2 Customer Comments
The Contractor shall be responsible for changing procedures, retraining personnel and reassigning personnel as necessary to correct any METROLift service issues. METRO management or other personnel shall create incident reports that shall be processed the same as are customer and passenger complaints. A copy of every customer comment and incident report shall be kept in each driver's file.

The Contractor shall designate a minimum of three (3) staff members to monitor process and respond to METRO's electronic public comment system. Failure to properly process Public Comments in a timely manner shall lead to assessment of liquidated damages as a reporting infraction.

15.3 Lost and Found
The Contractor shall follow METRO's ‘Lost and Found’ procedures. The Contractor shall use METRO's ‘Lost and Found’ Database to record all pertinent information. The Contractor shall designate a minimum of three (3) staff members to monitor and process all ‘Lost and Found’ recovered items. Failure to properly process 'Lost and Found' recovered items in a timely manner shall lead to assessment of liquidated damages as a reporting infraction.

15.4 Media Plan
The Contractor shall provide and maintain a media plan for METRO's approval prior to Contract commencement. The plan shall address media contact in person or by other communications to any and/or all of the Contractor's employees, agents, operators, or any other person(s) acting under its control or direction in the performance of services pursuant to this contract and the METROLift Program.

16.0 METRO PROPERTY

16.1 METRO Property
The Contractor shall be fully responsible for all METRO-provided or furnished inventory, property, and equipment and shall abide by METRO's ‘Property Services Guidelines’, Exhibit “A”, Attachment No. 7, during the term of this Contract. Custodianship of these assets shall be transferred to the Contractor at the beginning of the Contract. Ownership shall remain with METRO. The Contractor shall appoint a property custodian and a backup property custodian responsible for all METRO-provided inventory or property. The Contractor shall assist METRO personnel during physical inventory of property. The Contractor shall follow ‘METRO's Property Services Guidelines’ as attached to this Contract, regarding asset receipts, transfers, disposal and losses.
The Contractor shall submit verbal reports of all damage to all METRO-furnished inventory, property and equipment, to METRO's Project Manager and METRO Contracting Officer at the time the damage occurs and submit a written report within twenty-four (24) hours each and every occurrence. The reports shall contain a full explanation of all of the facts surrounding the damage(s). The Contractor shall be responsible for repairs and maintenance, any applicable replacement costs, regardless of value, for any and all METRO-furnished inventory, property and equipment. METRO's Project Manager, in conjunction with other METRO staff members, will review all damage and make determinations as to the cost and responsibility for repairs. All damages determined by METRO to be the responsibility of the Contractor shall be repaired at the expense of the Contractor.

Unless otherwise specified herein, the Contractor shall provide all tools, repair parts, supplies and equipment necessary to perform all work under this Contract.

16.2 **Capital Assets**

At the conclusion of the Contract, whether by normal expiration and/or termination, the Contractor shall transfer ownership (free and clear) to METRO of all capital assets i.e. property/inventory/equipment obtained and/or acquired for use on the subject Contract and as adjusted during the term of this Contract. At a minimum this shall include any Contractor provide vehicles (with the MOTOROLA radio equipment, MENTOR Mobile Data Computer Equipment), the fifteen (15) sets each of MOTOROLA Radio Equipment and MENTOR Mobile Data Computer Equipment (as listed in 7.4) and/or any other capital assets acquired by the Contractor for the use, as part of, or acquired in connection with the performance of, this Contract. METRO intends to take possession of this property; however, METRO will provide the Contractor the option to compensate METRO the residual and/or salvage value of these assets, in lieu of METRO taking possession.

17.0 **CONTINUITY OF SERVICES**

17.1 **Contractor's Responsibility**

The Contractor recognizes that the services under this Contract are vital to METRO and must be continued without interruption and that upon Contract expiration, a successor, either METRO or another Contractor, may continue them. The Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

The Contractor shall make available necessary personnel records and allow the successor to conduct onsite interviews and/or testing with these employees. If selected employees are agreeable to the changes, the Contractor shall release them on a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

Should employees being transferred be required to undergo training, the Contractor shall work with the successor to schedule agreeable dates and times when employees will be allowed to attend training sessions.

18.0 **CONTRACT MONITORING, COMPLIANCE & REPORTING**

18.1 **Contractor's Responsibility**

The Contractor shall develop and implement policies and procedures to match METRO standards regarding cell phones, conflicts of interest, diversity, and others as listed as Exhibits, 'METRO Policies, Procedures & Guidelines' attached hereto.

The Contractor shall develop and implement systems by which METRO requested reports are current and submitted on a monthly basis, unless otherwise indicated below:

- Daily reports
- Pull-out report (weekly)
- Fleet status report (weekly)
- Accident/incident report (weekly)
- Driver summary report (weekly)
- Monthly reports
- Revenue miles
- Deadhead miles
- Revenue hours
- Deadhead hours
- Active driver list
- Active employee list
- Fuel reports
18.2 **Reporting**

The Contractor shall be responsible for tracking and documenting all issues from vehicles, operators/drivers and or patrons. The Contractors shall at a minimum track, document and report to METRO:

- All vehicle break downs and/or road calls for mean distance between failures performance measurements;
- All accidents or incidents regardless of value that involve a METROLift patron, METRO provided vehicles, METRO property and/or occurs during revenue service;
- Any and all METROLift Service interruptions/delays;
- No fare trips where fares where not collected by the Contractor driver/operator.

19.0 **CONTRACT TERMINATION OR CONCLUSION**

19.1 **Contractor’s Responsibility**

At the conclusion of the Contract, the Contractor shall work with the incumbent Contractor, METRO and/or a third-party Contractor to achieve an efficient and non-distributive transition of all services, including but not limited to administration, personnel, Subcontractors, vehicles, supplies and equipment. The outgoing Contractor shall behave in a professional and courteous manner throughout the transition period. The outgoing Contractor shall cooperate and make any and all 1) METRO-furnished inventory, property and equipment available for inspection and reasonable sales negotiations, and 2) work up to the last service pull-in on the date of the Contract conclusion or termination.

The outgoing Contractor shall risk loss of payment for the last performance period for any act of lack of cooperation, neglect, vandalism or recklessness, and may be assessed any costs incurred by METRO or the incoming Contractor for returning any METRO owned-furnished property or assets back to original working condition, to include repairs and replacement. METRO has sole discretion for determining assessment charges.
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

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 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 subcontractors 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 _________________ day of ____________________, 20___

Company Name: _____________________________________________

By: _________________________________________________________
   (Signature of Company Official)

________________________________________ _____________________
   (Title of Company Official)
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: ________________________________

By: ________________________________

Signature of Company Official Date

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
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 identifies the bidder’s/proposer’s (prime) team of certified and non-certified subcontractors and suppliers. It is also used to determine the percent (%) of Small Business (SB) participation on the team. **All team members must be listed on the form regardless of certification status.** Make additional copies of the appropriate Section(s) of the form, if needed, to include all team members.

Information applicable to all members of the team in Sections 1, 2, 3 & 4 of the CUP:

- Name, tax identification number, business address and contact information of prime, subcontractors and suppliers.
- Brief description of work to be performed by prime or subcontractors; or products to be provided by the suppliers.
- Certification status of prime, subcontractor(s) and supplier(s). Include a copy of the METRO SBE certificate or a DBE certificate for any applicable members of the team. Be sure to reference the solicitation regarding the types of SB certifications that METRO accepts or visit the METRO website [www.ridemetro.org](http://www.ridemetro.org) and go to the Small Business link.
- Percentages of the total contract value to be performed by the prime and each subcontractor and supplier. **(Note: The total of all team members must equal 100%).**
- **Price is REQUIRED on this form when responding to “Invitations for Bid” (IFB) solicitations. Price is only required on the FINAL CUP for “Requests for Qualifications” (RFQ) or “Requests for Proposals” (RFP) solicitations.**

<table>
<thead>
<tr>
<th>Name of Business</th>
<th>Type of Work to be Performed or Materials Supplied</th>
<th>Indicate if SBE/DBE (Y/N)</th>
<th>Percent of Contract Effort</th>
<th>Price (IFB ONLY)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SBE</td>
<td>DBE</td>
<td></td>
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</tbody>
</table>

CUP Completion Instructions continued on next page
Section 1 – Prime Contractor: This Section is only for the bidder’s/proposer’s information.

Section 2 – Subcontractors: This Section is used to list all certified and non-certified subcontractors.

Section 3 – Suppliers – Manufacturers (100%): In this section, list all certified and non-certified suppliers that manufacturer or produce the product they are providing.

- 100% of each certified supplier’s contract value (or percentage) will count towards the SB goal.

Section 4 – Suppliers – Dealers (60%): In this section, list all certified and non-certified suppliers that purchase their products from a wholesaler.

- 60% of each certified supplier’s contract value (or percentage) will count towards the SB goal.

- Note that the “Percent of Contract Effort” in this section is divided into 2 parts: “100%” and “60%”. BOTH PERCENTAGES MUST BE SPECIFIED IF A SUPPLIER IS CERTIFIED.

- The “100%” represents the total value of the P.O. (or Contract) as a percentage of the total value of the bid. For example: If the total bid is $1,000,000 and the P.O. value is $100,000, then the 100% value = 10% and the 60% value = 6%. In this example, only 6% ($60,000) will be counted towards the SB goal. See example below:

<table>
<thead>
<tr>
<th>Percent of Contract Effort</th>
<th>Price (IFB ONLY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% Value (%): 10%</td>
<td>100% Value ($) : $100,000</td>
</tr>
<tr>
<td>60% Value (%) : 6%</td>
<td>60% Value ($) : $60,000</td>
</tr>
</tbody>
</table>

- Reminder: In the case of an RFP or RFQ, only specify the percentages.

Summary Totals & SBE/DBE Participation Section

- In this section, under “TOTAL AMOUNT OF BID/PROPOSAL”, specify the dollar amounts and the corresponding percentages relative to the total bid amount from Sections 1, 2, 3, & 4. (Important: The total dollars must match your bid amount and the corresponding percentages must total to 100%).

- Under “% SBE/DBE Participation” specify the percent of SB participation per Sections 1,2,3 & 4. See IFB example below:

  EXAMPLE ONLY SCENARIO: The Prime is not certified, and all of the subcontractors and suppliers are certified firms. The Small Business goal is 35%.

<table>
<thead>
<tr>
<th>TOTAL AMOUNT OF BID/PROPOSAL</th>
<th>% SBE/DBE Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRIME: $500,000</td>
<td>50 %</td>
</tr>
<tr>
<td>SUBCONTRACTORS: $300,000</td>
<td>30 %</td>
</tr>
<tr>
<td>SUPPLIER-MANUFACTURERS: $100,000</td>
<td>10 %</td>
</tr>
<tr>
<td>SUPPLIERS-DEALERS: $100,000</td>
<td>10 %</td>
</tr>
<tr>
<td>TOTAL BID/PROPOSAL AMOUNT:</td>
<td>100 %</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>46 %</td>
</tr>
</tbody>
</table>

(Note: If the solicitation is an RFP or RFQ, only specify the percentages.)

Remember to submit all Sections, enter the information highlighted in yellow below, sign and date the form.

Submitted By: ___________________________  Business Name: ___________________________
Signature of Owner/Officer of Business (Date)
Address: ________________________________  Telephone/Email: ________________________
Bidder/Proposer presents the following participants in this solicitation and any resulting contract.

### Section 1 – PRIME CONTRACTOR

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<tr>
<th>Name of Business</th>
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<tr>
<th>Name of Business</th>
<th>Tax ID No.</th>
<th>Business Address</th>
<th>Telephone No.</th>
<th>Contact Person</th>
<th>Title</th>
<th>Email Address</th>
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### Section 2 – SUBCONTRACTORS

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<th>Email Address</th>
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</table>
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).

<table>
<thead>
<tr>
<th>Name of Business</th>
<th>Tax ID No.</th>
<th>Business Address</th>
<th>Telephone No.</th>
<th>Contact Person</th>
<th>Title</th>
<th>Email Address</th>
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<tr>
<th>Type of Work to be Performed or Materials Supplied</th>
<th>Indicate if SBE/DBE (Y/N)</th>
<th>Percent of Contract Effort (100%)</th>
<th>Price (IFB ONLY)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SBE</td>
<td>DBE</td>
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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).

<table>
<thead>
<tr>
<th>Type of Work to be Performed or Materials Supplied</th>
<th>Indicate if SBE/DBE (Y/N)</th>
<th>Percent of Contract Effort</th>
<th>Price (IFB ONLY)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SBE</td>
<td>DBE</td>
<td>100%</td>
</tr>
<tr>
<td>Name of Business</td>
<td></td>
<td></td>
<td>100% Value (%)</td>
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<tr>
<td>Tax ID No.</td>
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<td></td>
<td>100% Value (%)</td>
</tr>
<tr>
<td>Business Address</td>
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<td></td>
<td>100% Value (%)</td>
</tr>
<tr>
<td>Telephone No.</td>
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<td></td>
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<td>100% Value (%)</td>
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<td></td>
<td>100% Value (%)</td>
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<tr>
<td>Email Address</td>
<td></td>
<td></td>
<td>100% Value (%)</td>
</tr>
</tbody>
</table>

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)

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 proposer/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, national origin, religion, sex (including gender identity and sexual orientation), disability, or age, but has provided full and equal opportunity to all potential subcontractors irrespective of race, color, national origin, religion, sex (including gender identity and sexual orientation), disability, or age.

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 proposer/contractor will be subject to the loss of any Contractor, the termination thereof resulting from this proposal, and could be ineligible for future METRO contract awards.

Signature: __________________________________________

Title: ____________________________________________________ Date of Signing: ______________________

Firm or Corporation: __________________________________________

Address: __________________________________________________________

Telephone Number: __________________________
Form 3  SUBCONTRACTOR/SUPPLIER LETTER OF INTENT

PLEASE SUBMIT SEPARATE FORMS FOR EACH SUBCONTRACTOR/SUPPLIER

For use by submitters to identify subcontractors and suppliers.

Solicitation No.: __________________________

Project Title: ____________________________________________________________

Prime Contractor: _________________________________________________________

________________________________________________________

Subcontractor/Supplier: _____________________________________________________

Small Business  Yes □  No □  Disadvantaged Business:  Yes □  No □

Contact Name: ____________________________________________________________

Address: __________________________________________________________________

Phone: _______________________________  Fax: ________________________________

Period of Performance: ______________________________________________________

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

________________________________________________________

Signature of Subcontractor/Supplier  Title

________________________________________________________

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 Non-discrimination Mandate

I affirm that ____________________________ (Company name) adheres to METRO’s Non-discrimination Mandate and has not discriminated against any subcontractors in considering subcontracting opportunities based on race, color, national origin, religion, sex (including gender identity and sexual orientation), disability, or age.

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: ____________________________________
EXHIBIT G BUY AMERICA CERTIFICATE

The bidder/contractor hereby certifies that it will meet the requirements of 49 U.S.C. 5323 (j)(1), and the applicable regulations in 49 C.F.R. Part 661.5.

Name of Bidder/Contractor: ________________________________________________________________

Date of Signing: _______________________________________________________________________

Signature: _____________________________________________________________________________

Title: ________________________________________________________________________________

OR

The bidder/contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Name of Bidder/Contractor: ________________________________________________________________

Date of Signing: _______________________________________________________________________

Signature: _____________________________________________________________________________

Title: ________________________________________________________________________________