



REQUEST FOR PROPOSAL

SUBJECT: GO901 TICKET VENDING MACHINES

DATE: SEPTEMBER 3, 2024

PROPOSAL NO.: 25-01

PROPOSAL DUE: OCTOBER 8, 2024 TIME: 11:00 A.M. C.D.T.

The Memphis Area Transit Authority invites proposals for supplies and/or services set forth above in accordance with the specifications enclosed herewith.

Proposals **MUST** be received at MATA by the date and time set forth above.

Sincerely,

A handwritten signature in black ink that reads "Ashley Best".

Ashley Best
Sr. Contract Administrator

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COMMON PROBLEMS WITH RFP SUBMITTAL

- Missing or unsigned copies of certain forms and certifications. The following must be included in the RFP:
 - Addenda Acknowledgment Form
 - Contact and Reference Form
 - Affidavit of Non-Collusion
 - Buy America Certificate
 - Federal Tax Liability and Recent Felony Conviction
 - Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
 - Certification of Lower-Tier Participants Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Certification of Restrictions on Lobbying
 - Certification of Utilization of Disadvantaged Business Enterprises
 - National Defense Authorization
 - Letter of Intent to Perform as a DBE Contractor or Subcontractor
 - Schedule of DBE Participation
 - Explanation of "No Response"
 - Bid Form
 -
- Incomplete or outdated information on client references and/or sufficient number of references provided.
- Failure to include adequate documentation about the role of subcontractors in the project.
- Submittal of too few copies. The RFP specifies the number of originals and number of copies of the RFP to be provided.
- Failure to properly label the RFP package with RFP label.
- RFP received late. All RFPs must be in MATA's possession by the deadline shown in the RFP. All RFPs received after the deadline will be returned unopened.

MEMPHIS AREA TRANSIT AUTHORITY
LEGAL NOTICE TO PROPOSERS

Proposals will be received by the Memphis Area Transit Authority (MATA) at its Purchasing offices, 40 S. Main Street, Suite 1200, Memphis, TN 38103, **Thursday October 8, 2024, 11:00 a.m.** for furnishing the following:

GO901 TICKET VENDING MACHINES

A pre-proposal meeting will take place on **Tuesday, September 10, 2024, at 10:00 a.m. – 12:00 p.m.** at MATA's Administration Office, 40 S. Main St., Suite 1200, Memphis, TN 38103 and via Microsoft Teams meeting. You can log int to the meeting with the following information: Meeting ID: 255 970 309 741, Passcode: JLaWwp or call in (audio only) - +1 901-614-1074,,591373735# - Phone Conference ID: 963 473 201#. While the preproposal meeting is not mandatory, it is strongly suggested that you attend.

Proposers must submit their proposal with the enclosed label attached to the envelope.

MATA hereby notifies all proposers that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color, sex, religion, political affiliation or national origin in consideration of an award.

Any name appearing on the Comptroller General's list of ineligible contractors is not an eligible proposer. The contractor will be required to comply with all applicable Equal Employment Laws and Regulations.

Further information and proposal requirements may be obtained by contacting Ashley Best, Contract Administrator at (901) 722-7182 or via email: abest@matatransit.com or purchasing@matatransit.com.

MATA reserves the right to reject any and all proposals, and to waive any informality in proposing.

September 3, 2024 & October 2, 4, 2024

Bacarra Mauldin
Interim Chief Executive Officer

SECTION A

INSTRUCTIONS TO PROPOSERS

**SECTION A
INSTRUCTIONS TO PROPOSERS**

1.0 GENERAL

- 1.1 The Memphis Area Transit Authority (hereinafter referred to as MATA) seeks proposals from qualified firms to provide the services described in Section B.

MATA is a public agency responsible for providing public transportation services within the City of Memphis and surrounding communities.

- 1.2 "Purchaser" or "Grantee" means MATA. The words "Proposal" and "offer" are synonymous, and it is understood that once MATA accepts the same, the document will constitute the contract contemplated by these instructions. The words "contract" and "lease" are synonymous. The words "Proposer", "Contractor", "Vendor" and "Tenant" are also synonymous.

- 1.3 This Request for Proposal (RFP) does not commit MATA to award a contract or pay any costs incurred in preparation of Proposals in response to the RFP. Proposers shall be responsible for all costs incurred as part of their participation in the pre-award process.

- 1.4. A pre-proposal meeting will take place on **Tuesday, September 10, 2024, at 10:00 a.m. – 12:00 p.m.** at MATA's Administration Office, 40 S. Main St., Suite 1200, Memphis, TN 38103 and via Microsoft Teams meeting. You can log int to the meeting with the following information: Meeting ID: 255 970 309 741, Passcode: JLaWwp or call in (audio +1 901614-1074,,591373735# - Phone Conference ID: 963 473 201#. While the preproposal meeting is not mandatory, it is strongly suggested that you attend.

- 1.5 Proposals will be received by MATA at its Purchasing offices located at 40 S. Main Street, Suite 1200, Memphis, TN 38103, **11:00 a.m., CDT on Tuesday, October 8, 2024.** PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE RETURNED TO THE PROPOSER UNOPENED.

All Proposals shall be deemed received at the above address. Proposers are solely responsible for ensuring that his/her Proposal is timely delivered. Proposers who rely on overnight delivery services, the United States mail, private mail services, local couriers or delivery services remain solely responsible for timely delivery of the Proposal and assume all risk of late delivery, mis-delivery and non-delivery.

All Proposals will be date/time stamped, logged and deposited by MATA Staff.

Proposers are reminded that all Proposals must be securely sealed, have the enclosed label attached and be clearly marked "Proposal".

Proposers may verify receipt of Proposals by contacting MATA at (901) 722-7182.

After normal business hours (4:30 p.m. – 8:00 a.m.) proposals will be accepted at the MATA dispatcher's office, 1370 Levee Road, Memphis, TN 38108, however; proposers are reminded of their sole responsibility for ensuring that their proposal is deposited in the Purchasing Department.

1.6 All Proposals and related documents shall be subject to a financial assistance contract between MATA and the United States Department of Transportation, under the Federal Transit Act, as amended, and terms and conditions established under the Act will apply.

2.0 PROPOSAL REQUIREMENTS

2.1 Proposals must set forth full, accurate, and complete information required by this RFP including any attachments.

2.2 The Proposer shall provide all the work described in Section B - Scope of Services.

2.3 The price quoted in any Proposal shall include all labor, materials, tools, equipment and other costs necessary to fully complete the work as set forth in the Scope of Services. Anything omitted from the scope of work which is clearly necessary for the completion of the work, should be considered a portion of the Proposal.

3.0 PROPOSAL FORMAT

3.1 Proposers are required to submit Proposals in the following format:

RESPONSES TO TECHNICAL SPECIFICATIONS ARE LIMITED TO 120 PAGES, RESUMES, SAMPLE DOCUMENTS AND REQUIRED FORMS ARE EXCLUDED FROM THIS LIMIT. REFER TO SECTION 33 OF THE SCOPE OF WORK.

A. Proposal Forms and Attachments (One (1) original and one (1) flash drive)

1. Addenda Acknowledgment Form
2. Contact and Reference Form
3. Affidavit of Non-Collusion
4. Buy America Certificate
5. Federal Tax Liability and Recent Felony Conviction
6. Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
7. Certification of Lower-Tier Participants Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
8. Certification of Restrictions on Lobbying
9. Certification of Utilization of Disadvantaged Business Enterprises
10. National Defense Authorization
11. Letter of Intent to Perform as a DBE Contractor or Subcontractor
12. Schedule of DBE Participation
13. Explanation of "No Response"
14. Bid Form

4.0 PROPOSAL PROCEDURES

4.1 MATA reserves the right to postpone the Proposal due date for its own convenience and to waive any minor informalities in Proposal submission, which do not go to the heart of the Proposal or prejudice other Proposers, or to reject, for good and compelling reasons, any and all Proposals submitted.

4.2 Changes to the instructions and or specifications will be made by written addendum by MATA and will be forwarded to all persons and firms to whom Proposal documents have been

submitted. **ANY VERBAL COMMUNICATION IS NOT CONSIDERED MATA'S OFFICIAL RESPONSE.**

- 4.3 Requests for clarification must be submitted in writing to Ashley Best, MATA, 40 S. Main Street, Suite 1200, Memphis, TN 38103 and must be received **no later than 11:00 a.m. CDT, Friday, September 20, 2024**, in accordance with the procedures described in the General Contract Provisions. Requests may be emailed to abest@matatransit.com **VERBAL QUESTIONS WILL NOT BE ANSWERED, THUS PREVENTING AN UNFAIR ADVANTAGE TO ANY PROPOSER.**
- 4.4 Proposers shall submit one (1) original and one (1) flash drive of their respective Proposal. Proposals shall be securely sealed to prevent access prior to the Proposal closing date. Proposals shall be clearly marked with the enclosed label attached.
- 4.5 Proposals shall be valid for a minimum period of 120 days subsequent to the Proposal closing date. Proposals offering less than 120 days for acceptance by MATA from the Proposal closing date will be considered non-responsive.

5.0 PROPOSAL EVALUATIONS AND AWARD

- 5.1 The Evaluation Committee will evaluate the initial proposals and establish a competitive range for this procurement. The Evaluation Committee may request interviews with firms in the competitive range. MATA reserves the right to enter into negotiations with the top ranked Proposer without requesting interviews. The Contracting Officer will negotiate separately with each Proposer whose proposal falls within the competitive range.
- 5.2 Negotiations will be in conformance with applicable federal, state, and local laws, regulations, and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract, including contract price.
- 5.3 MATA reserves the right to make contract award based upon the most highly qualified proposals without requesting best and final offers.
- 5.4 MATA reserves the right to reject any and all proposals or to waive minor informalities and irregularities in offers received.
- 5.5 MATA reserves the right to select and negotiate partial solution proposed by the proposers if it deems is in the best interest of the agency.
- 5.6 A written notice of award or acceptance of offer, mailed or otherwise furnished the successful Proposer within the time specified in the proposal, shall be deemed to result in a binding contract.
- 5.7 Proposals will be evaluated as "Best Value" per the Federal Transit Administration's (FTA) Circular 4220.1F and Best Practices Manual, defined as follows:

"Best Value" is a selection process in which proposals contain both cost and qualitative components, and award is based upon a combination of cost and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and cost factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency."

MATA will make the award to the responsible Proposer whose proposal is most advantageous. Accordingly, MATA may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest Cost Proposal if doing so would not be in the overall best interest to MATA.

The overall criteria listed below are listed in relative order of importance. Technical factors as a whole are more important than cost.

All proposals will be evaluated by the evaluation criteria provided in **Section B** of the of this procurement.

The Evaluation Committee will make an initial review of the Proposals to eliminate those that do not comply with the minimum submittal requirements. The committee will establish a competitive range of responsive proposals that would provide MATA the best value to meet the needs and terms of the solicitation.

6.0 PROTESTS

6.1 MATA will consider all protests filed in a timely manner regarding the award. All protests are to be submitted in writing, in accordance with the protest procedures described in the General Contract Provisions.

6.2 Under certain limited circumstances, a potential Proposer may protest to FTA the award of a contract pursuant to an FTA grant. FTA's review of any protest is limited to:

- a. An alleged failure of MATA to have written protest procedures or alleged failure to follow such procedures.
- b. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure, which shall be submitted in accordance with the Federal regulation.

7.0 DISADVANTAGED BUSINESS ENTERPRISE

7.1 GENERAL DBE INFORMATION

- A. Memphis Area Transit Authority (MATA), a recipient of Federal financial assistance from the Federal Transit Administration, is committed to and has adopted a Disadvantaged Business Enterprise Policy in accordance with Federal Regulations (49 C.F.R. Part 26, as amended) issued by the U.S. Department of Transportation. It is the policy of MATA to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to its activities.

To this end, MATA has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBE firms to develop and compete successfully outside of the DBE program. In connection with the performance of this contract, the Prime Contractor will cooperate with MATA in meeting these commitments and objectives.

Accordingly, the Prime Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Prime Contractors and subcontractors shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure

by the Prime Contractor and any subcontractors 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 MATA deems appropriate.

The following rules apply to Disadvantaged Business Enterprise participation by firms/teams:

- Only certified Disadvantaged Business Enterprises can be counted toward the goal. Participation by certified “Minority Business Enterprises” (MBE) or certified “Woman Owned Business Enterprises” (WBE) cannot be counted toward the goal. While participation by MBEs and WBEs is encouraged, MATA is governed by the U.S. Department of Transportation program which only recognizes the designation of DBE.
- DBEs must be certified in Tennessee.
- MATA is a member of the Tennessee Unified Certification Program (TN UCP) and accepts Tennessee DBE certifications from the following entities:
 - Memphis Area Transit Authority
 - Tennessee Department of Transportation Unified Certification Program
 - Uniform Certification Agency (managed by the Mid-South Minority Business Council)A list of firms currently certified in Tennessee can be found at:
www.tdot.state.tn.us/dbedirectinternet/
- Certification in the State of Tennessee must be achieved by the time the proposals are due otherwise the participation of a proposed DBE firm cannot be counted toward the goal. If a proposed DBE firm is not certified at the time the proposals are due and, as a result, the goal is not met, then the proposal will be considered “non-responsive” and rejected unless the good faith efforts have been accepted as satisfactory.

It is highly recommended that a copy of a current certification of Disadvantaged Business Enterprise issued by the Tennessee Department of Transportation or the Uniform Certification Agency be included with the offer for each DBE firm being proposed.

7.2 DBE GOAL

A. Annual Overall Goal for DBE Participation

An annual overall goal for DBE participation in Owner U.S. DOT-assisted contracts is established by MATA’s DBE Officer and approved by MATA’s Board of Commissioners on a fiscal year basis. These goals reflect the availability of ready, willing and able DBEs that would be expected to participate in Owner contracts absent effects of discrimination. The goals are calculated as a percentage of the total amount of U.S. DOT funds that the Owner expects to expend on contracting opportunities during the fiscal year.

B. DBE Goal Applicable to This Contract

MATA has established a 0% DBE goal for this contract. However; DBE participation is encouraged either the capacity of the prime contractor or subcontractor. Proposers are required to document their activities in the solicitation and selection of subcontractors to ensure that this process is carried out in a nondiscriminatory manner.

7.3 DBE ELIGIBILITY AND PARTICIPATION

A. Evaluation of DBE Certification Status

MATA shall require that any DBEs listed by proposers for participation in the contract be certified, as eligible DBEs at the time of proposal submittal. The DBE Officer shall review the Proposer's DBE Participation Form to confirm each DBE firm's certification status.

B. Determination of Amount of DBE Participation

Only the work actually performed by a DBE with its own forces will be counted as DBE participation. A DBE may participate as a prime contractor, subcontractor, joint venture partner, or vendor or supplier of materials or services required by the contract.

A DBE's participation can only be counted if it performs a commercially useful function on the contract. A DBE performs a commercially useful function when it actually performs, manages and supervises a portion of the work involved. There is a rebuttable presumption that if the DBE is not responsible for at least 30% of the work with its own forces or subcontracts a greater portion of the work than the normal industry standard, it is not performing a commercially useful function. A DBE trucking company performs a commercially useful function if it is responsible for the overall management and supervision of the transportation services involved and uses at least one truck that it owns, insures and operates with its own employees on the contract.

The Contractor shall count DBE participation according to the following guidelines and in accordance with 49 CFR §26.55:

- i. DBE Prime Contractor – Count the entire dollar amount of the work performed or services provided by the DBE's own forces, including the cost of materials and supplies obtained for the work and the reasonable fees and commissions charged for the services. Do not count any work subcontracted to another firm as DBE participation by the DBE Prime Contractor.
- ii. DBE Subcontractor – Count the entire amount of the work performed or services provided by the DBE's own forces, including the cost of materials and supplies obtained for the work, except for materials and supplies purchased or leased from the Prime Contractor, and reasonable fees and commissions charged for the services. Do not count any work subcontracted by the DBE Subcontractor to another firm as DBE Participation by said DBE subcontractor. If the work has been subcontracted to another DBE, it will be counted as DBE participation for that other DBE.
- iii. DBE Joint Venture Partner – Count the portion of the work that is performed solely by the DBE's forces or, if the work is not clearly delineated between the DBE and the joint venture partner, count the portion of the work equal to the DBE's percentage ownership interest in the joint venture.
- iv. DBE Manufacturer – Count 100% of the costs of materials and supplies obtained from a DBE manufacturer that operates or maintains a factory that produces the materials and supplies on the premises. This applies whether the DBE is a prime contractor or subcontractor.
- v. DBE Regular Dealer – Count 60% of the costs of materials and supplies obtained from a DBE regular dealer that owns, operates or maintains a store or warehouse in which the materials and supplies are regularly bought, kept in stock and sold or leased to the public in the usual course of business, except regular dealers of bulk items such as petroleum, cement and gravel who own

and operate distribution equipment in lieu of maintaining a place of business. This applies whether a DBE is a prime contractor or subcontractor.

- vi. Other DBEs – Count the entire amount of fees or commissions charged for assistance in procuring or delivering materials and supplies when purchased from a DBE that is not a manufacturer or regular dealer. Do not count the cost of materials and supplies.
- vii. DBE Trucking Company – Count the entire amount of the transportation services provided by a DBE trucking company that performs the work using trucks it owns, insures and operates with its own employees on the contract.

Count the entire amount of the transportation service provided by a DBE trucking company that performs the work using trucks it leases from another DBE, including an owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the contract.

Count the entire amount of fees and commissions charged for providing the management and supervision of transportation services using trucks it leases from a non-DBE trucking company, including owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the contract.

8.0 LIQUIDATED DAMAGES

In the event of delay in the completion of work beyond the contract completion date for each major milestone to be established with the Contractor, MATA shall assess as liquidated damages and not as penalties, \$250 for each major milestone per calendar day for undelivered or incomplete materials or unfinished services required by this contract.

MATA will deduct and retain out of any money due or becoming due hereunder the amount of liquidated damages, and in case those amounts are less than the amounts of liquidated damages, the Contractor shall be liable to pay the difference upon demand.

If the Contractor is delayed at any time in the progress or completion of the contract by any act or neglect of MATA or an employee of MATA, or by a separate contractor employed by MATA, or by changes ordered, casualties or calamities or any cause beyond the Contractor's control, or by labor disputes in no wise caused by or resulting from default or collusion on the part of the Contractor, then the times fixed for completion of the work to the extent specified shall be extended for a period equivalent to the time lost by reason of any of the causes mentioned in this Section. No such allowances of time shall be made, however, unless notice in writing or a claim is presented to MATA before the last day of each calendar month for all delays occurring within said calendar month, and the Contractor shall satisfy MATA that the delays claimed were unavoidable, caused substantial cessation of work under the contract and could not have been reasonably anticipated or adequately guarded against.

END OF SECTION

SECTION B

SCOPE OF WORK

Request for Proposal GO901 Ticket Vending Machines Solution

Prepared for



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Acronyms

The following is a list of acronyms used in the scope of work

AC	Alternating Current
ADA	Americans with Disabilities Act
AES	Advanced Encryption Standard algorithms
API	Application program interface
CAA	Customer Administration Application
CCPOS	Customer Care Point of Sale Device
CDR	Conceptual Design Review (CDR)
CDRL	Contract Data Requirements List
CMRS	Central Management and Reporting System
CPU	Central Processing Unit

CTVM	Cashless Ticket Vending Machine
DC	Direct Current
DCTS	Data Collection and Transfer System
DDR	Detailed Design Review
DSS	Data Security Standard
DTS	Data Transfer System
EIS	Electronic Interface specifications
EMI	Electromagnetic Interference
EMV	Europay, MasterCard and Visa
FAT	First Article Testing
FDR	Final Design Review
FSTVM	Full-Service Ticket Vending machine
GUI	Graphical User Interfaces
HHOSV	Handheld Optical Smartmedia Validator
ID	Identification
ISO	International Organization for Standardization
LAN	Local Area Network
LCD	Liquid Crystal Display
LED	Light Emitting Diode
MATA	Memphis Area Transit Authority
MDT	Mobile Data Terminal
MPS	Mobile Payment System
NFC	Near Field Communications
NGFS	Next Generation Fare System
NTP	Notice to Proceed
OCU	Operator Control Unit
ODBC	Open Database Connectivity
OEM	Original Equipment Manufacturer

OPU	Optical Processor Unit
OSV	Optical Smartmedia Validator
PADSS	Payment Application Data Security Standard
PCB	Printed Circuit Board
PCI	Payment Card Industry
PIN	Personal Identification Number
QA	Quality Assurance
QC	Quality Control
QR	Quick Response Barcodes
RAM	Random Access Memory
RFP	Request for Proposal
RH	Relative Humidity
RMAT	Reliability, Maintainability and Accuracy Test
SAE	Society of Automotive Engineers
SAM	Secure Access Module
SPU	Smartmedia Processor Unit
TVM	Ticket Vending Machine
UL	Underwriter's Laboratories
UPS	Uninterruptible Power Source
WAN	Wide Area Network

END OF SECTION

Introduction

The purpose of this Request for Proposal (RFP) is to solicit responses from qualified firms (Proposers) offering the functionality and capabilities identified to furnish Memphis Area Transit Authority's (MATA) Ticket Vending Machines (TVMs). MATA seeks a Proposer with the experience, expertise, and qualifications to provide ADA compliant Ticket Vending Machines that are fully integrated with the Account Based Next Generation Fare System (NGFS) currently in use at MATA. The TVMs shall meet all provisions of the Buy America requirement of the Federal Transit Administration.

In this RFP, Ticket Vending Machines may be referred to as the "TVM or TVMs."

Proposers will be required to demonstrate their offered solution as part of the evaluation process. Proposers shall be aware that finalist(s) will be required to participate in a scripted demonstration of technical and functional capabilities to allow MATA to fully understand the proposed solution. The scripted demonstration is not intended to be a generic demonstration, but rather a live demonstration of specific technical and functional capabilities deemed most critical to MATA. Proposers must be prepared to invest the time and resources in the scripted demonstration to be successful on this procurement.

Proposers **MUST** provide the technical details and submit pricing information for all Optional items. MATA, at its discretion, will make a decision to either implement or not implement these Optional items. MATA reserves the right to select and negotiate a partial solution proposed by the proposers if it deems it is in the best interest of the agency.

END OF SECTION

Ticket Vending Machine Project

Project Scope

MATA is implementing the first phase of their Transit Vision Plan, along a new Bus Rapid Transit (BRT) line connecting to University of Memphis, that will include approximately 50 new Ticket Vending Machines. MATA intends to procure the design, delivery, installation, and commissioning of Ticket Vending Machines (TVMs) that integrate seamlessly with MATA's existing Next Generation Fare System (NGFS) which has been supplied by Americaneagle.com. TVMs will be used for the BRT corridor and additional TVMs may be purchased by MATA for use along other lines, routes, trolley stations or transit shelters. TVMs provided need to be in a new condition, efficient, secure, scalable, provide flexible sales options and be reliable in operations in an outdoor or indoor environment.

One major goal of this procurement is to improve customer experience while reducing operational costs by providing a user friendly, secure, quick and easy way to configure, purchase and use single rides, multi-rides, period passes and stored value with fare capping.

MATA is seeking both cashless (CTVMs) and full-service Ticket Vending Machines (FSTVMs) along with the necessary TVM software licenses delivered under a Software as a Service (SaaS) model and hosted server; and NGFS integrations needed for proper operations of the TVMs for this procurement (GO901 Ticket Vending Machines Solution). The approximate quantity of the TVMs shall be 50 that will be a mix of CTVMs and FSTVMs. MATA reserves the right to reduce or increase the quantities of TVMs as required.

The current Next Generation Fare System in use at MATA includes the following sub-systems and components:

- On-board Fare Collection System - AMCO Validators
 - Optical Smartmedia Validator consisting of:
 - Smartmedia Processor Unit
 - Optical Processor Unit
- Mobile Ticketing Solution – Americaneagle.com
- Handheld Optical Smartmedia Validator
- Ticket Vending Machines
 - Full-Service Ticket Vending Machine (5)
 - Cashless Ticket Vending Machine (3)
- Customer Care Point of Sale Devices
- Central Management and Reporting System – Americaneagle.com
- Retail Network - InComm

Next Generation Fare System Open Standards and Architecture

The entire TVM solution provided by the proposer shall be open standards and architecture based and shall allow for comprehensive integration capabilities. The platform will be designed to add services on continual basis which shall be achieved by establishing and using open protocols and by allowing MATA and/or its chosen partners/vendors to access any NGFS data at no additional charge.

- **Interoperability:** The TVM solution architecture shall be based on standards needed to provide a sound foundation for system interoperability (interfaces, products etc.). Using

standard interfaces will provide for future regional interoperability and interchangeability of devices from different manufacturers.

- **Future expandability:** By designing within a common framework and using open standards, MATA will create an environment that integrates NGFS with new Intelligent Transportation System applications and allows more functionality to be added as needed.
- **Increased transportation system integration:** The open nature and structure of the NGFS architecture and use of standards-compliant components will make integration of complex transportation management components and regional systems easier. Improved integration of systems operated by different agencies and transportation network providers like on-demand service operators, Uber, LYFT, B-Cycle etc. will permit effective information sharing, enhanced reporting and more effective use of resources as well as enable seamless services across agency lines.

Project Schedule

MATA expects a project start of December 2024. The below table provides MATA’s expectation for the implementation of the TVM solution. Proposers should recommend an implementation plan that will meet MATA’s timeline.

To meet the timeline in this RFP/Contract, any contract negotiations and BAFO **MUST** be finalized by November 1, 2024. In the event, contract negotiations and BAFO are not finalized by the prescribed timeframe, MATA reserves the right to move to the next most advantageous proposer for negotiations and subsequent Board approval.

The TVM solution and services described in this RFP shall be delivered, installed and made ready for complete operations **within 24 months** after MATA issues the Notice to Proceed.

Ticket Vending Machine Procurement and Project Delivery Schedule

Procurement Schedule	
Description	Timeline
Ticket Vending Machine RFP Release	September 3, 2024
Pre-proposal Conference	September 10, 2024 @ 10:00 a.m.
Questions Due	September 20, 2024 @ 11:00 a.m.
MATA Responses	September 26, 2023
Proposals Due	October 13, 2023 by 11:00 AM CST
Demonstration	October 21-25, 2024
BAFO and Contract Finalization	October 28 – November 1, 2024
Committee and Board Approvals	November 2024
Notice to Proceed	December 2024/January, 2025
Project Delivery Schedule	
Description	Timeline
Project Kick-off	January, 2025
Design, Configuration, APIs, Implementation and Installation – Mini Fleet	January, 2025 - October 2025
Mini Fleet Pilot Test	October, 2025 – November 2025
TVM Deliveries Start	January, 2026

TVM Installations Completed	TBD (NLT December 2025)
Testing and Go-live Readiness (Full go-live)	TBD (2026)
Go-Live/Revenue Service	TBD (2026)
Punch List Items	Go-Live/Revenue Service + 45 days

END OF SECTION

Overview- MATA Next Generation Fare Collection System

MATA

As one of the largest transit operators in the state of Tennessee, Memphis Area Transit Authority (MATA) provides approximately 3 million passenger rides per year on its fixed route, MATApplus paratransit, Trolley and on-demand services. MATA serves a 319 square mile area that includes the City of Memphis, City of West Memphis and parts of Shelby County.

All MATA fixed route, paratransit vehicles and Trolleys are equipped with AMCO validators to accept smart fare media and bar code tickets. MATA's on-demand vehicles will also be equipped with validators and accepting smart media prior to this implementation.

MATA Trolley

MATA operates a rubber wheeled and steel wheeled Trolley system on 3 routes, the Main Street Rail Line, Riverfront Line and the Madison Avenue Line. The Main Street Trolley line is currently operational, Riverfront and Madison Avenue lines will be operational in the future. MATA currently has 7 rubber wheeled Trolleys and 5 vintage steel wheeled Trolleys in service.

All MATA Trolleys are equipped with AMCO validators to accept smart fare media and bar code tickets.

MATA Fare Media

MATA utilizes "account based" smart media and magnetic media currently. The magnetic media will be phased out in early 2024. The Fare media includes the following:

- Secure thermal paper tickets utilizing QR code
- Smart tickets – limited use media utilizing NFC
- Smart cards – Reusable, reloadable media utilizing NFC
- Mobile Payment tickets/stored value – QR code

Discount fare media is offered to riders meeting certain criteria such as students in grades 1-12, seniors (65 & older), and individuals with disabilities. Children 5 years and younger ride free with a paying adult. MATA also offers a number of free programs with City/State employees and Board of Education programs.

There are also specialized fares offered like "Ozone Day" fare that is a heavily discounted fare based on air quality on certain days. The TVM solution needs to handle specialized and bundled fare products (e.g. zoo ticket bundled with a transit fare etc.).

The TVMs need to be capable of dispensing the fare media above and also be capable of reading QR codes from Mobile Payment Android and iOS devices in order for the riders to pay cash for loading value to their Mobile Payment accounts.

MATA Fare Structure

Below is the current fare structure at time of release "Discounted" fares along with the Board approved "Standard" fares for 2023.

Memphis Area Transit Authority SmartCard Fare System Policy

FARES

The fares due for using the MATA transit system shall vary according to the **STANDARD FARES** in effect at the time of service and any discounted fares that a rider may qualify for. A valid **DISCOUNT ID** is required to be displayed as proof of eligibility for a Discount Program fares (defined below).

MATA FARES	Current	Current	2023	2023
	<i>Discounted</i>	<i>STANDARD</i>	<i>Discounted</i>	<i>STANDARD</i>
Fixed Route Bus				
Adult Base Fare - Single Ride	\$1.00	\$1.75	\$1.00	\$1.75
Student Base Fare - Single Ride	\$1.00	\$1.35	\$1.00	\$1.35
Senior Citizen - Single Ride	\$0.50	\$0.85	\$0.50	\$0.85
Individuals with Disabilities - Single Ride	\$0.50	\$0.85	\$0.50	\$0.85
Adult Daily FastPass	\$2.00	\$3.50	\$2.00	\$3.50
Adult 7 Day FastPass	<i>Not sold</i>	\$16.00	<i>Not sold</i>	<i>Not sold</i>
Adult 31 Day FastPass	<i>Not sold</i>	\$50.00	<i>Not sold</i>	<i>Not sold</i>
Adult 31 Day Express FastPass	<i>Not sold</i>	\$60.00	<i>Not sold</i>	<i>Not sold</i>
Student Daily FastPass	\$2.00	\$2.75	\$2.00	\$1.75
Student 7 Day FastPass	<i>Not sold</i>	\$13.00	<i>Not sold</i>	<i>Not sold</i>
Student 31 Day FastPass	<i>Not sold</i>	\$40.00	<i>Not sold</i>	<i>Not sold</i>
Senior/Person with Disability Daily FastPass	\$1.00	\$1.75	\$1.00	\$1.75
Senior/Disability 7 Day FastPass	<i>Not sold</i>	\$8.00	<i>Not sold</i>	<i>Not sold</i>
Senior/Disability 31 Day FastPass	<i>Not sold</i>	\$25.00	<i>Not sold</i>	<i>Not sold</i>
Best Value - Adult (Calendar Day)			\$2.00	\$3.50
Best Value - Adult (Calendar Month)			\$40.00	\$50.00
Cost/Day (if riding 25 days)			\$1.60	\$2.00
Best Value - Disabled/Senior/Student (Calendar Day)			\$1.00	\$1.75
Best Value - Disabled/Senior/Student (Calendar Month)			\$20.00	\$25.00
Cost/Day (if riding 25 days)			\$0.80	\$1.00

MATA FARES				
	Current <i>Discounted</i>	Current <i>STANDARD</i>	2023 <i>Discounted</i>	2023 <i>STANDARD</i>
Trolley				
Base Fare - Single Ride	\$1.00	\$1.00	\$1.00	\$1.75
Senior Citizen - Single Ride	\$0.50	\$0.50	\$0.50	\$0.85
Individuals with Disabilities - Single Ride	\$0.50	\$0.50	\$0.50	\$0.85
Day Pass	\$2.00	\$3.50	\$2.00	\$3.50
Disabled & Senior Day Pass	\$1.00	\$1.00	\$1.00	\$1.75
3-Day Pass	\$9.00	\$9.00	\$9.00	<i>Not sold</i>
3-Day Disabled & Senior Day Pass	\$4.50	\$4.50	\$4.50	<i>Not sold</i>
31-Day Pass	<i>Not sold</i>	\$25.00	<i>Not sold</i>	<i>Not sold</i>
31-Day Disabled & Senior Day Pass	<i>Not sold</i>	\$12.50	<i>Not sold</i>	<i>Not sold</i>
6-Month Pass	\$75.00	\$75.00	\$75.00	<i>Not sold</i>
6-Month Disabled & Senior Day Pass	\$37.50	\$37.50	\$37.50	<i>Not sold</i>
Best Value - Adult (Calendar Day)			\$2.00	\$3.50
Best Value - Adult (Calendar Month)			\$40.00	\$50.00
Cost/Day (if riding 25 days)			\$1.60	\$2.00
Best Value - Disabled/Senior/Student (Calendar Day)			\$1.00	\$1.75
Best Value - Disabled/Senior/Student (Calendar Month)			\$20.00	\$25.00
Cost/Day (if riding 25 days)			\$0.80	\$1.00
<hr/> <hr/>				
MATAPlus				
MATAPlus Base Fare	\$2.00	\$3.50	\$2.00	\$3.50
21-Ride MATAPlus Pass	\$45.00	\$60.00	<i>Not sold</i>	<i>Not sold</i>
Best Value - MATAPlus (Calendar Month)			\$45.00	\$60.00
Cost/Ride (if riding 21 rides)			\$2.14	\$2.86
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MATA FARES				
	Current <i>Discounted</i>	Current <i>STANDARD</i>	2023 <i>Discounted</i>	2023 <i>STANDARD</i>
<u>On Demand</u>				
<u>Groove On Demand</u>				
Adult - Single Ride <i>(Per Passenger)</i>	\$1.25	\$1.25	\$2.00	\$2.00
Disabled/Senior/Student- Single Ride <i>(Per Passenger)</i>	\$0.50	\$0.50	\$1.00	\$1.00
<u>Ready!</u>				
Adult - Single Ride <i>(Per Passenger)</i>	Free	Free	\$2.00	\$2.00
Disabled/Senior/Student- Single Ride <i>(Per Passenger)</i>	Free	Free	\$1.00	\$1.00
<u>West Memphis</u>				
Adult - Single Ride <i>(Per Passenger)</i>			\$2.00	\$2.00
Best Value - Adult On Demand <i>(Calendar Month)</i>			\$40.00	\$50.00
Cost/Day <i>(if riding 25 days)</i>			\$1.60	\$2.00
Disabled/Senior/Student- Single Ride <i>(Per Passenger)</i>			\$1.00	\$1.00
Best Value - Disabled/Senior/Student On Demand <i>(Calendar Month)</i>			\$20.00	\$25.00
Cost/Day <i>(if riding 25 days)</i>			\$0.80	\$1.00
<u>MATA Designated Discount Days</u>				
The MATA Board of Commissioners and MATA CEO have the authority to declare discounted or free-fare days. A Fare Calendar will be issued each December showing the discounted and free-fare days for the following calendar year. Additional discounted or free-fare days may be added during the year at the MATA CEO's direction.				
<u>MATA Board-Designated Group Fare Discount Program</u>				
Potential Discount % from STANDARD FARE				
5% to 100% (in 5% increments)				

DEFINITIONS. *As used in this Policy, unless the context requires otherwise:*

A. **MATA DISCOUNT PROGRAM ID CARD**, hereinafter referred to as “**DISCOUNT ID**”, is a photo identification card issued to persons qualifying for Discount Program status as set forth in this policy, who provide proof of residency within Shelby County, under criteria established by MATA. The photo identification card allows the holder discounted travel on bus and rail trips. MATA’s General Manager or CEO may publicize Administrative Requirements governing the Program requirements of the Discount Program including, but not limited to, the fee for participation in the Program.

MATA Discount Program participant photos will be printed directly onto MATA SmartCards, which will also serve as the **DISCOUNT ID**. These cards are subject to payment of a one-time \$3.00 fee.

B. **DISCOUNT PROGRAM** means:

- (1) **AGE 65+**: Persons 65 years of age or older who show valid government-issued photo identification showing proof of age, or a valid ***DISCOUNT ID***;
- (2) **BLIND UNDER 65**: Persons under 65 years of age registered legally blind by the Commission for the Blind who show a valid ***DISCOUNT ID***;
- (3) **DISABLED UNDER 65 (SOCIAL SECURITY)**: Persons under 65 years of age registered disabled by the Social Security Administration who show a valid ***DISCOUNT ID***;
- (4) **DISABLED UNDER 65 (STATE OF TN)**: Persons under 65 years of age who are certified disabled by the State of Tennessee Division of Rehabilitation Services, State of Tennessee Senior and Disabled Services Division or by the U.S. Railroad Retirement Board when each applies the same standards of disability as are applicable to persons who are determined to be disabled pursuant to subparagraph 3 above and who show a valid ***DISCOUNT ID***;
- (5) **DISABLED UNDER 65 (VETERANS ADMINISTRATION)**: Veterans under 65 years of age certified 100% disabled by the Veterans Administration who show a valid MATA Discount Program Card;
- (6) **DISABLED UNDER 65 (TEMPORARY)**: Persons under 65 years of age qualifying as “Temporarily Disabled” under criteria established by MATA, and so certified by a licensed physician, and who show a valid ***DISCOUNT ID***;
- (7) **AGING COMMISSION**: Persons qualified eligible by the Aging Commission of the Mid-South under the criteria established by MATA and those agencies who show a valid ***DISCOUNT ID***;
- (8) **DISABLED UNDER 65 (MATA QUALIFIED)**: Persons under 65 years of age, not verified disabled by the Commission for the Blind, Social Security Administration, United States Railroad Retirement Board or the Veterans Administration, but who qualify as disabled under criteria established by MATA and are so certified by a licensed physician, and who show a valid ***DISCOUNT ID***;
- (9) **DISABLED UNDER 65 (PHYSICIAN QUALIFIED)**: Persons certified by a licensed physician, health or social service professional to qualify for a MATA Discount Program “A” Card under criteria established by MATA and who show a valid ***DISCOUNT ID***;
- (10) **DISABLED (MEDICARE)**: Persons who show a valid Medicare Card and either (a) valid government-issued photo identification or (b) a valid ***DISCOUNT ID***, as proof of identity for the Medicare Card.
- (11) **LOW-INCOME FARE** is a fare designation available to persons who are determined by MATA to meet the eligibility requirements for a reduced fare because the person can demonstrate to MATA’s satisfaction, through a process established by MATA, that their annual income is at or less than 200% of the Federal Poverty Level. The Federal Poverty Level is a measure of income issued by the United States Secretary of Health and Human Services.

(12) **STUDENT FARE** is a fare designation available to persons in any of the following categories who show valid Student Fare identification and documentation as required by administrative rules established by the President/General Manager/CEO: (1) any person under 18 years of age; (2) any person who is a Kindergarten through Grade 12 student; and (3) any person enrolled in a general educational development program.

- C. **PEAK HOURS** shall be from 7:00 a.m. to 9:00 a.m. and/or 4:00 p.m. to 6:00 p.m., weekdays.
- D. **CALENDAR DAY** shall be defined as travel on transit service between 12:00:00 a.m. to 11:59:59 p.m. on the same day.
- E. **SCHEDULED HOLIDAYS** means New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day.
- F. **WEEKDAYS** shall include Monday through Friday of each week and shall exclude Saturdays, Sundays, and Scheduled Holidays.
- G. **SINGLE RIDE** - A Single Ride shall begin when a rider boards a MATA (or associated) revenue vehicle and ends when a rider exits the revenue vehicle. An exception to this will be granted in instances where riders are forced to exit due to collision or revenue vehicle failure.
- H. **MATA DESIGNATED DISCOUNT DAYS** - The MATA Board of Commissioners and MATA CEO have the authority to declare discounted or free-fare days. A Fare Calendar will be issued each December showing the discounted and free-fare days for the following calendar year. Additional discounted or free-fare days may be added during the year at the MATA CEO's direction.

MATA will offer the following Fare Payment Methods:

Fare Payment Method	Point of Payment (PoP)	Cash Accepted @ PoP	Credit/Debit Accepted @ PoP	Acquire Fare Card @ PoP	Reload NGFS Account @ PoP	Timeframe
Cash collected onboard MATA vehicle	Onboard MATA vehicle	Yes	No	No	No	Estimated elimination by 12/31/2023
Credit card payment onboard vehicle	Onboard a MATA vehicle	No	Yes	No	No	Future
Magnetic Stripe paper passes	MATA Customer Service Centers	Yes	Yes	No	No	Estimated elimination by 12/31/2023
Single Trip paper tickets (QR Code)	MATA Customer Service Centers	Yes	Yes	Yes	No	Ongoing
Single Trip paper tickets (QR Code)	MATA Ticket Vending Machines (TVM's)	Yes	Yes	Yes	No	Ongoing after rollout
Multi-Trip Limited Use Media (LUM) cards	MATA Customer Service Centers	Yes	Yes	Yes	No	Ongoing
Multi-Trip Limited Use Media (LUM) cards	MATA Ticket Vending Machines (TVM's)	Yes	Yes	Yes	No	Ongoing after rollout
SmartCard reloadable account-based card	MATA Customer Service Centers	Yes	Yes	Yes	Yes	Ongoing
SmartCard reloadable account-based card	MATA Ticket Vending Machines (TVM's)	Yes	Yes	Yes	Yes	Ongoing after rollout
SmartCard reloadable account-based card	Select stores throughout the MATA service area	Yes	Yes	Yes	Yes	Ongoing after rollout
SmartCard reloadable account-based card	Website	No	Yes	No	Yes	Ongoing
Go901 Mobile app	Website	No	Yes	No	Yes	Ongoing
Go901 Mobile app	Go901 Mobile app	No	Yes	No	Yes	Ongoing

Electronic Fare (“SmartCard”) Program:

Use of an electronic fare payment system (“SmartCard”) Program shall be subject to the following fare provisions:

(1) SMARTCARD

- (a) “SmartCard” is a contactless electronic fare instrument that allows a rider to tap or scan at designated card readers to pay their fare. SmartCard is either a reloadable SmartCard card, a Limited Use Media (LUM) card, a QR Code generated using the Go901 mobile app, or a QR Code single use paper ticket.
- (b) The rider must tap or scan a SmartCard using a validator during each vehicle boarding to validate their trip requiring proof of fare payment.
- (c) A validated SmartCard is non-transferable.
- (d) Single Ride, Daily Pass, and Calendar Month Passes may be loaded to SmartCards via employer-based programs. All SmartCard passes must be tapped to validate a ride or transfer.
- (e) Reloadable SmartCards shall be available for purchase for a fee of \$2.00 when purchased at a MATA Ticket Office or MATA Ticket Vending Machine (TVM). SmartCards may also be purchased through the InComm retail network for a fee of \$5.00.
- (f) A minimum \$5.00 load to a SmartCard account shall be required, except that no minimum load shall be required for SmartCards loaded at the MATA Ticket Office. Maximum load amount on SmartCards will be \$200.00.
- (g) MATApplus
 - (i) Payment of fares on MATApplus paratransit services by a SmartCard shall be deducted from the rider’s account when the MATApplus operator picks up the rider and confirms the rider’s trip through their Mobile Driver Terminal (MDT).

Payment of a MATApplus fare under this paragraph (i) shall be valid as payment for travel on regular fixed-route service. In the case a rider begins their trip on fixed-route by tapping their MATApplus SmartCard, the applicable Discount Program fare and fare identification requirements shall apply.
 - (ii) Single rides paid for by MATApplus SmartCard.
 - (iii) Purchase of a pre-paid ticket or pass does not guarantee that a ride will be provided.
 - (iv) Only MATApplus specific fares are valid on MATApplus.
 - (v) SmartCard single use tickets are not valid fare on MATApplus.

(2) BEST VALUE FARES (CALENDAR DAY & MONTH)

The MATA Best Value policy limits the amount that individual riders pay per calendar day or calendar month, provided that all tickets are purchased using their registered account in MATA’s new SmartCard account-based system. Monthly fare limits will not be adjusted for shorter or longer months.

Fares purchased and validated using the SmartCard system shall accumulate, and a rider shall be charged only up to the applicable BEST VALUE FARE amount in effect at that time for that fare class.

DAILY - The relevant Calendar Day Best Value Fare will be the maximum value charged against the rider’s SmartCard account, regardless of how many validations the rider accrues during the calendar day. Once charges accrue equal to the applicable value of the Best Value Fare during a calendar day, additional rides are free for the remainder of that calendar day.

MONTHLY - Fares paid per SmartCard tap shall accumulate, and a rider shall be charged only up to the applicable value of the relevant Calendar Month Best Value Fare, and not more, regardless of how many taps the rider accrues during the calendar month. Once charges accrue to the applicable value of the applicable Best Value Fare during a calendar month, additional rides are free for the remainder of that calendar month.

Fares paid by SmartCard single use paper ticket shall be valid when tapped for travel on regular transit service for the remainder of the calendar day in which the Daily Pass is valid.

The following Best Value Fares shall be available for all fare payment methods using MATA’s new SmartCard account-based system:

BEST VALUE - Calendar Day & Month by Mode	2023	
	Discounted	Standard
Fixed Route Bus		
Best Value - Adult (Calendar Day)	\$2.00	\$3.50
Best Value - Adult (Calendar Month)	\$40.00	\$50.00
Best Value - Disabled/Senior/Student (Calendar Day)	\$1.00	\$1.75
Best Value - Disabled/Senior/Student (Calendar Month)	\$20.00	\$25.00
Trolley		
Best Value - Adult (Calendar Day)	\$2.00	\$3.50
Best Value - Adult (Calendar Month Fare)	\$40.00	\$50.00
Best Value - Disabled/Senior/Student (Calendar Day)	\$1.00	\$1.75
Best Value - Disabled/Senior/Student (Calendar Month)	\$19.50	\$25.00
MATAPlus		
Best Value - Adult (Calendar Month)	\$45.00	\$60.00
On Demand (Groove on Demand/Ready!/West Memphis)		
Best Value - Adult (Calendar Month)	\$40.00	\$50.00
Best Value - Disabled/Senior/Student (Calendar Month)	\$20.00	\$25.00

Exemption from Fares.

A. Children six (6) years of age and under shall ride free when accompanied by a fare-paying passenger. Otherwise the applicable fare shall be charged.

B. One attendant, accompanying a customer who pays the appropriate fare and shows a valid MATA Discount Program "A" Card (marked with an "A"), shall ride free.

C. Regularly sworn officers of local law enforcement agencies within the MATA boundaries, are exempt from payment of fares on district vehicles upon displaying police identification or police badges upon request when entering or remaining upon any MATA vehicle.

D. Uniformed, non-sworn security officers designated by the CEO are exempt from payment of fares on district vehicles upon displaying MATA-issued identification upon request when entering or remaining on any district vehicle. The CEO is authorized to establish administrative requirements to effectively implement the fare exemption.

Administration of Fares.

The CEO is authorized to develop detailed program requirements and documents to effectively implement fares.

Promotional Tickets and Passes.

Promotional distribution of discounted and free tickets and passes from time-to-time is necessary or convenient to provision of MATA's transit system. Discounted and free tickets and passes may be used to promote increased use of MATA's transit system. The CEO, or his or her designee, is therefore authorized to approve distribution of discounted and free tickets and passes for the following purposes:

A. To provide an individual with an incentive to take their first trip on the transit system;

B. To retain existing riders;

C. To encourage existing riders to ride the transit system more often and for different trip purposes;

D. To encourage individuals to use new services; or

E. To shift patrons from over-utilized services and amenities to under-utilized services and amenities of the transit system.

Experimental Fares.

Ordinances adopting experimental fares shall not be codified in the MATA Code.

Administrative Distribution of Free Tickets and Passes.

Administrative distribution of free tickets and passes from time to time is necessary or convenient to provision of MATA's transit system. The CEO, or his or her designee, is therefore authorized to approve distribution of free tickets and/or passes in the following situations:

- A. To employees and their dependents, retirees of MATA, and current and former MATA Board members;
- B. On a case-by-case basis to individuals as settlement of a claim against MATA;
- C. To companies and/or individuals under contract with MATA when a fare is required to perform the services of the contract;
- D. In recognition of voluntary services provided to MATA where the amount of the services rendered is greater or equal to the value of the fare;
- E. On a case-by-case basis, to individuals who have received lower quality service than expected, to retain a customer;
- F. On a case-by-case basis, to groups and organizations for the purpose of demonstrating partnership and commitment to the community;
- G. For agency planning and demonstration of the transit system.

Ticket Vending Machine Requirements

This section describes the requirements for the Ticket Vending Machine (TVM). Two types of ticket vending machines (TVMs) shall be planned for implementation; a Cashless TVM (CTVM) that will accept only credit/debit cards and a Full Service TVM (FSTVM) that will accept both cash and credit/debit cards for payment and issue change.

CTVMs and FSTVMs shall be designed to issue smart cards and smart tickets (Extended and limited use contactless smartmedia) and secure paper QR code tickets. The CTVMs shall be capable of the same functions as the FSTVMs, except for accepting cash and providing change.

- Full-Service Ticket Vending Machine(s) shall communicate via Ethernet line in a secure PCI compliant manner.
- Cashless Ticket Vending Machine(s) shall communicate via Ethernet line in a secure PCI compliant manner.
- Both CTVMs and FSTVMs shall also have the capability to communicate wirelessly through a 5G LTE or better cellular connection in a secure PCI compliant manner.

The vendor will provide the TVMs with all equipment necessary to either communicate via a fixed Ethernet line or via a secure cellular connection.

MATA will decide which locations will be installed with TVMs with Ethernet lines and which locations will be installed with cellular communications based TVMs. Vendor will be responsible for providing PCI and UL certification before TVMs are shipped to MATA for installation.

The TVM shall provide the functionality necessary for supporting the Account Based Fare Collection System. The TVM shall have the functionality to read and write to the account associated with the unique smart card/ticket in the Central Management and Reporting System. No fare product will reside on the smart card/ticket.

The TVM shall have the following functionalities and capabilities, but not limited to:

- Accept cash, credit/debit cards, branded reloadable or one-time use pre-paid debit gift cards (e.g. visa, MC, AMEX), Apple pay, Google pay, (CTVMs will not accept cash)
- Capable of accepting payments with any combination of payment methods
- Read and add trips, passes, and stored values to associated account in the back-office
- Capable of vending multiple tickets/passes/stored value within a single transaction. The tickets/passes/stored value shall be dispensed for all modes of service offered by MATA including on-demand zone-based services
- Capable of adding value to all smart media associated with a customer account, including mobile accounts
- Respond to customer's choice of action with appropriate User Interface to indicate an action is taking place
- Screen transitions from one screen to the next should take no more than 2 seconds
- All non-cash payment transactions shall be concluded from inception to finish in less than 5 seconds
- All fare media shall be issued in less than 5 seconds
- All receipts shall be issued in less than 4 seconds with email copy sent to the customer
- Support Multi-language capabilities
- Issue Smartmedia (Smart card/ticket) and associate or create account in back-office
- Register the number of media of each type and price range issued and total value of fare media sold,
- ADA compliant
- Provide audio output of messages and instructions
- Include a security and alarm system for vandalism or excessive force upon the TVM equipment
- Include a built-in surveillance camera inside the TVM looking out towards the user performing transactions that covers a wide field view and that can be accessed on demand and that is triggered in case of any vandalism or break-in attempts or events. The events must be recorded in the back-office with audio and video
- Indicate malfunctions of the unit and provide alerts to the back-office and to maintenance and security personnel upon various events and malfunctions
- Provide user friendly graphics and data for customers to view account balances from all media, transactions, fare capping information
- Ability to vend child fare tickets/passes
- Be online and all transaction occur in real-time
- Be able to post messages in real-time on the TVMs in case of alerts and/or emergencies
- Include complete on-line TVM network capability with remote TVM status monitoring, automatic polling for sales information, a complete audit and accounting system, ability to remotely command TVMs to reset and self-diagnose, ability to remotely modify operating parameters, and process all credit/debit card authorizations
- All design of the TVM software and configurable parameters shall be designed and approved to MATA's satisfaction

- TVM functionality shall be configurable to the highest extent possible so as to allow MATA to configure any sales and workflow on the TVMs without having to rely upon the proposer to make any fare and/or price changes including addition of new fare types
- MATA currently has 8 TVMs (5 FSTVMs and 3 CTVMs) in operation. TVM application design by the proposer shall generally be uniform/synchronized among current TVMs and TVMs selected through this procurement to ensure that customer experience is same along all TVMs.

Design Requirements

This section describes the design requirements for the Ticket Vending Machine

1.1 Circuit Breaker

Each TVM equipment enclosure shall contain a master circuit breaker to remove power from the entire unit. Additionally, each modular component shall have a protective device as required by equipment design, and each protective device shall be clearly labeled as to its use.

2.1 Light Fixture

The TVM shall be provided with a lighting fixture to illuminate the entire front side of the TVM. The lighting fixture shall be constructed out of the same material as the cabinet in a manner to keep out dirt, moisture, and insects. The fixture shall be controlled by a photocell that shall automatically switch the light on when the ambient light conditions outside the TVM fall below 20 foot-candles and switch it off when the light conditions rise above 20 foot-candles. A by-pass switch shall be provided on the interior of the TVM to permit the lighting fixture to be manually turned on and off.

3.1 Soft Key Buttons

The TVMs shall have soft key buttons to allow the customers to make their selections. The buttons shall not be removable from the outside of the TVM and shall be vandal resistant. All buttons shall be sealed to prevent the intrusion of water and dust.

4.1 Display Screen

The display screen shall be a color, trans-reflective back lighted, 15" minimum Liquid Crystal Display (LCD), easily distinguishable in sunlight. The display screen shall adjust automatically to ambient light conditions, so screen information can be read under all lighting conditions including direct sunlight and from an angle of up to 15 degrees in any direction and without need for additional light. The display screen shall be protected by shatter resistant Plexiglas or polycarbonate covers and a glare reduction screen. Direct sunlight and/or high internal cabinet temperature shall not cause deterioration of the display. The LCD shall be industrial grade and required to tolerate extreme internal cabinet temperatures. The display screen shall remain functional when wet with precipitation and must not suffer from "fogging" due to condensation.

5.1 Security

The design and manufacture of the TVM, including all removable sealed containers (coin vaults, bill vaults, coin recirculation units, bill recirculation units, and auxiliary change storage units) shall ensure the highest degree of security and reliability. The TVM design shall provide protection against vandalism, burglary, and/or removal of the TVM from the pad installation site. The design of the TVM shall also prevent access to the locking mechanisms and fare media through any openings. Both Full Service and Cashless Ticket Vending Machines will have a built-in surveillance camera. The camera will automatically activate when any act of vandalism and/or burglary is detected. Cameras shall have their own DVR/NVR and provide on-demand feed to the back-office. MATA may also require the camera feed to be provided to other MATA managed camera systems.

6.1 Cabinet

The TVMs shall be designed to operate in outdoor or indoor locations. The equipment enclosure for the TVMs shall be of stainless steel. The top of the TVM shall slant to the rear of the TVM to prevent any accumulation of water. The interior of the equipment shall be designed to allow easy and safe access to service equipment and sub-assemblies.

7.1 Cyber Lock and Cyber Key

All locks and keys used in the Ticket Vending Machine shall be cyber locks and keys.

The cyber keys will have the following functionality and capabilities, but not limited to:

- Cyber key shall be designed to prevent unauthorized duplication of the key ID code
- Cyber Keys shall contain encrypted access codes to identify the TVM and its internal component to which they belong
- Up to 1000 access events, including both authorized openings and denied attempts, shall be stored in memory
- Power to the cyber lock shall be supplied by the rechargeable battery in the cyber key
- The body of the cyber key shall be composed of a highly durable material
- The back-office shall be able to configure the cyber key scheduling:
 - Date and time of permissions
 - Holiday scheduling
 - One-time use options etc.

8.1 Local Alarm

The local alarm shall be a siren-type alarm and shall sound for a time period adjustable from zero seconds up to the entire time the front door is open. The local alarm shall be set the entire time the front door is opened without valid access. The adjustable duration shall be configurable from the back-office.

9.1 Surveillance Camera

All Ticket Vending Machines will have a built-in surveillance camera. The camera will automatically activate when any act of vandalism and/or burglary is detected. The surveillance camera will provide live video feed to the back office. Upon activation of the surveillance camera, an alarm shall be activated in the back office and at MATA security office. The back office will record the events and archive for 30 days. The surveillance camera will be accessible and configurable from the back office.

10.1 Barcode Reader

A bar code reader shall be incorporated in the TVM for reading mobile app and paper ticket QR codes. QR code from Mobile App shall be used to validate a customer account and to be able to display current account balance and add value to the account.

Similarly, any QR code presented on a paper ticket shall be validated and transaction details shown on the TVM.

TVM Control System

A microprocessor-based electronic control system shall coordinate fare media selection, fare product selection, screen messages, money, change issue, and receipt printing (when required) in response to a customer's input. This system shall also collect and store audit data, perform fault-reporting functions, control access security functions, and communicate with the DTS and back-office as well as for device monitoring purposes.

In addition, the Control System shall have the following functionality, but not limited to:

- **Cancel Functionality**

The TVM shall include a cancel button for canceling the fare selection or the transaction prior to insertion of the total amount due. The TVM shall return all money deposited during the transaction. Pressing the cancel button prior to the insertion of the total fare due shall cancel the last selection.

- **Time-Out Functionality**

A time-out function shall be provided to limit the time between successive steps after initiating a selection.

- **Audit Functionality**

To provide performance statistics for maintenance and revenue staff, the TVM shall maintain internal counts of essential TVM data to allow for full recovery from loss of transactional and fault data. The status of the following conditions shall be possible to determine at all times:

- Amount of money, by denominations, in each of the currency units including vaults, hoppers and recirculation
- Number of transactions since last data download, by ticket/fare type and total
- Number of TVM failures since last data downloads
- TVM events since last data download
- Total money received, change issued, and overpayment accepted since last data download
- Amount of money inserted through coin slot to fill recirculation units

- **Data Storage and Transfer Functionality**

The TVM shall collect and store data in the TVM's data storage memory. The TVM shall transmit the data to the back-office. All event and transaction data shall be transferred to the back-office.

- **Alarm and Event Transmission Functionality**

The control system shall provide continual remote monitoring. For each alarm event, the control system shall transmit, in real time, an alert and a status report containing detailed information regarding the nature of the alarm event.

Auxiliary Power

A rechargeable dry or sealed gel cell battery source shall provide auxiliary power to the TVM in the event of power interruptions. This uninterruptible power supply (UPS) shall provide the capability for the TVM to do all of the following, but not limited to:

- Issue fare media if the fare media cycle is in process at the time of the power interruption

- Cancel the current transaction and return inserted money if the power failure occurs prior to the fare media issuance cycle
- Perform an orderly shutdown
- Provide power, for at least one hour, to the TVM systems required to detect a TVM intrusion, activate and power the local alarm, and transmit a continuous intrusion alarm to the back-office

Bill Handling - FSTVM

The FSTVM shall be capable of accepting, validating, and counting paper currency bills. The FSTVM bill handling system shall have following requirements, but not limited to:

- Accept, validate and count one-dollar (\$1), five-dollar (\$5), ten-dollar (\$10), twenty-dollar (\$20)
- Currency rejected by the validator shall be returned to the customer in a convenient accessible location
- Accept any new bills issued by the U.S. Treasury for the term of the contract
- Include a control system that shall monitor, control, and count all accepted bills by denomination
- Include a shutter that shall protect the bill slot against the entry of fluids, when not in use
- An automatic bill recycler is required

11.1 Bill Validator

The FSTVM bill validator shall be capable of the following requirements, but not limited to:

- Accept all U.S. bills in any combination
- Perform checks to verify bill authenticity
- Reject counterfeit, foreign and copied bills. Return rejected bills and hold until forcibly retrieved
- Prevent "milking" by physically blocking the forceful retrieval of a bill already accepted or by preventing the manipulation of two bills or any other fraudulent scheme
- Use software-controlled techniques to activate motors to clear a jam using more than one attempt if necessary (This requirement shall apply to the total path of the bill from the bill validator to the bill box)
- Minimize motor run time (The motor shall be triggered by an inserted bill and the bill automatically drawn in for authenticity checks)
- Accept input orientation of bills face up with either end first, or bills face down with either end first (4-way)
- Not record fare payment transaction as complete or initiate dispensing of fare media until all money appears in escrow
- Accept at least 95 percent of "street condition" bills in each denomination on the first attempt, and at least 97 percent combined first and second attempt

12.1 Bill Escrow

Valid bills accepted by the bill validator shall be transported to the bill escrow unit. The escrow shall hold the bills inserted until the selected smartmedia is dispensed or fare payment added to the smartmedia account. When the transaction is completed then the bills in escrow shall be transferred into the bill vault.

Upon cancellation, all escrowed bills shall be returned at one time.

13.1 Bill Vault

After the transaction is completed, bills shall be transferred to and stacked in the bill vault. The bill vault shall neatly stack up to 1,000 bills. Each bill vault shall be fitted with an electronic device that is encoded with a unique serial number. Each bill vault shall be marked with the serial number. A concealed sensor built into the bill vault compartment shall detect when the bill vault is fully inserted and aligned properly with the bill acceptor and bill escrow unit. Upon proper insertion into the FSTVM, the vault shall be locked into position, with no room for movement. The total amount of money and number of bills, by denomination, deposited into the bill vault shall be monitored from the time the vault is inserted in the FSTVM until it is removed.

14.1 Coin Handling- FSTVM

Coins shall be verified, counted, and, if valid, transferred into escrow. Unacceptable coins shall be rejected individually and sent to the return tray. Upon completion of a transaction and issuance of valid fare payment, escrowed coins shall be deposited into the coin recirculation system or into the coin vault if the recirculation system is full.

In the event the FSTVM switches to "Out-of-Service", the FSTVM times-out before the amount due is inserted, or the customer cancels the transaction before the transaction is completed, the same denomination of coins shall be returned to the customer in the return tray.

15.1 Coin Slot

A single vertically oriented coin slot shall be provided permitting coins to pass without restriction directly into the coin acceptor assembly by the force of gravity. The coin insertion mechanism shall be designed so that liquids entering through the slot flow out of the FSTVM to avoid damage to the FSTVM and its components. A mechanical shutter, visible to the customer, shall be used to close the slot between transactions. The coin acceptor slot shutter shall remain closed until a 'due amount' is displayed on the customer display screen. The shutter shall automatically open once a transaction has been selected and the fare has been displayed. The coin slot shall be designed to accept coins readily without a frequent occurrence of dropping once the coin leaves the patron's grasp.

The shutter shall close automatically whenever one of the following situations occurs:

- Fare amount due has been inserted into the FSTVM
- Cancel button has been pressed or the transaction is automatically canceled
- Coin vault is full
- Coin is jammed
- FSTVM or coin processing unit switches to an out-of-service condition

The coin slot shall be closed normally except when vending is enabled.

The FSTVM shall reject coins, slugs or other objects other than the accepted coins and shall be returned to the return tray. Design of the coin slot shall minimize the possible entry of foreign objects including liquids and dirt.

16.1 Coin Validator

The coin validator shall be configured to accept, validate, and count the value of nickels (5 cents), dimes (10 cents), quarters (25 cents), half dollar (50 cent) and dollar coins (\$1.00) of the Susan B. Anthony and "Golden Dollar" type except pennies.

The coin validator shall be of an electronic type. There shall be both minimal mechanical mechanisms and coins rolling on rails. The coin validator shall check each coin to ensure that it meets U.S. Department of Treasury standards with regard to diameter, thickness, metal alloy, and mass. The coin validator shall reject counterfeit and foreign coins, and invalid items such as slugs and washers. Coins detected as invalid, such as bent coins, slugs, washers, counterfeit coins, and foreign coins shall be diverted directly to the coin return tray.

17.1 Coin Escrow

All coins shall be held in escrow until the transaction has been completed. If the programmed or physical capacity is exceeded, all coins inserted shall be returned and the transaction automatically cancelled. Sensors shall be used to detect a jam in the escrow and to report such an incident.

18.1 Coin Recirculation

The FSTVM shall be provided with a coin recirculation system to minimize frequency of machine servicing for coin replenishment. The Proposer shall propose a design solution for the coin recirculation that best meets the following requirements.

- Receive all U.S. coins, except pennies from the escrow, and direct the coins to appropriate self-replenishing coin magazines
- Dispense all U.S. coins, except pennies from the coin magazines
- Employ a locking scheme that requires and adherence to a "menu" procedure and proper personnel identification before removal of a coin-recirculation magazine. Access to coins inside the magazines shall require a key
- Dump all coins into the coin vault upon an authorized command provided that adequate space exists in the coin vault
- Communicate with the Microprocessor Assembly to report specified events and data

19.1 Coin Vault

The coin vault shall provide security for the accepted coins prior to removal to the counting room. A concealed sensor built into the coin vault compartment shall detect when the coin vault is fully inserted and aligned properly with the coin channel that directs coins into the coin vault. Upon proper insertion into the FSTVM, the coin vault shall be locked into position, with no room for movement. The vault may only be removed using controlled keys retained by authorized personnel. The total amount of money deposited into the coin vault shall be monitored from the time the coin vault is inserted into the FSTVM until it is removed.

20.1 Auxiliary Change Storage Units

Auxiliary change storage units shall serve as backup to any of the denominations supplied from the recirculation system. The auxiliary change storage unit shall release coins as change only if coins are not available from the coin recirculation system.

Customer Change/Credit Voucher

FSTVM shall have the capability to dispense change in bills and coin. The denominations shall be such that the fewest number of bills and coins are dispensed. In the event the FSTVM cannot dispense change the FSTVM will dispense a credit voucher for the amount of change due to the customer. The credit voucher shall have security features that will not permit duplication. Any credit vouchers created shall be recorded in the back office.

Credit/Debit

The TVM shall contain credit and debit cards card reader, which will include the personal identification number (PIN) keypad. The Credit/Debit card readers and PIN Keypads shall be PCI DSS and EMV compliant. The Proposer shall be responsible for designing, testing, and certifying PCI compliance of any interfaces that connect between the TVM, Back-office, merchant, and the clearing house of the financial institution. The Proposer shall provide all hardware and software for encrypting and transmitting credit/debit card data. MATA currently uses Heartland merchant services and the TVM credit/debit equipment shall be programmed and certified for use with Heartland services.

The card reader shall have the following capabilities, but not be limited to:

- Read and verify information on credit and debit cards encoded in accordance with current applicable International Organization of Standardization (ISO) and EMV standards
- Be able to read the smartchip on the credit/debit card
- Be able to read the magnetic strip on the credit/debit card
- Be able to use the NFC tap feature on the credit cards with that capability available
- Detect the use of the card to close the bill and coin shutters
- Be able to read and process pre-paid debit gift cards (Visa, MC, AMEX) for payment
- Be able to accept Apple Pay and Google Pay

A printed receipt upon customer request shall be provided on credit/debit card transactions as well as cash transactions. Printed receipts shall have the last 8 digits of the smart card number, date and time of transaction, and TVM number.

Smartmedia Issuance

The TVM shall be capable of issuing smart cards from magazines/cassettes. The minimum storage capacity for smart cards shall be 1000.

The TVM shall be capable of issuing smart tickets from magazines/cassettes, fanfold or roll stock. The minimum storage capacity for the smart tickets shall be 1500. The TVM shall not start the issuance process nor issue any smartmedia until the transaction has been fully completed and

payment has been accepted. This process shall ensure that no smartmedia is wasted if any transaction is cancelled or not approved.

The TVM shall have bins or appropriate storage containers for every type of product that needs to be stocked in the TVM or received from the TVM user. No products shall be dropped loosely in the TVM.

Secure paper tickets with a QR code will also be issued from the TVM. The specifications of the media, secure paper ticket and the receipt paper can be provided to the proposer upon request or during the design process.

21.1 Fare Media Inventory

The TVM shall have a programmable sensor to detect the levels of remaining fare media stock. The level shall be programmable through the back-office. A warning alarm shall be sent to the back-office when any supply reaches the programmed level.

22.1 Report Journals

The TVM shall at a minimum, provide the following report journals. All journals will include title of journal, TVM number, date and time journal is printed and Employee ID. The report journals will be printed on paper roll stock:

- Revenue Journal (lists gross revenue received by each fare product and the associated payment type used i.e., cash, credit/debit, mobile app, apple pay and google pay. For full service TVMs, the journal will also list the number of credit vouchers and amounts issued. The end of the journal will summarize the total gross revenue received, credit voucher amounts issued and the net revenue after adjustments.)
- Sales Journal (number of products sold and total amount collected by each fare1 product)
- Recovered Money Journal
- Collection Journal
- Status Journal
- Diagnostics Journal
- Replenish Money Journal

Customer User Interface

The TVM customer user interface shall have the following functions and capabilities, but not limited to:

- The display screen shall display instructions, information, and user interface and be capable of displaying both text and graphics
- The display screen shall be the primary means of interface between the TVM and customer
- The TVM display screen shall be user friendly
- Braille and Audio shall be used to comply with ADA guidelines

- The display shall indicate amount due upon selection of fare product type and the remaining amount due, continuously updated by the amount accepted
- All text messages and information displayed shall be capable of being easily modified
- All TVM messages shall be configured in the back-office and shall be downloaded to the TVM
- All TVMs shall support at minimum, two (2) languages (English and Spanish)
- All TVM screen flows will be designed with, and approved by MATA
- The TVM shall contain separate physical buttons for initiating audio speaker and controlling the volume levels
- A headphone jack shall be provided

23.1 Customer Instructions and Response

The display screen message shall respond to the depression of push buttons and shall provide feedback (visual and audio) throughout the fare media-purchasing process, including step-by-step instructions for purchasing a fare media/fare product and error messages responding to improper customer selections. In addition to the display screen, the TVM shall also provide audio beeps and tones to provide feedback to the customer. The speed of TVM screen interactions as well as refresh rates for transition from one screen to the next shall be responsive and subject to final approval by MATA prior to acceptance.

24.1 Display of Operational Conditions

All of the following indications shall be presented on the display screen during applicable special operating conditions, but not limited to:

- Exact Fare Only
- No Bills Accepted
- No Coins Accepted
- Type of Fare Media not available
- No Credit, or Debit Cards Accepted
- Credit/ Debit Card Only
- Receipt not available
- Time-out transaction cancellation warning
- Out of service

Servicing and Maintenance

25.1 Revenue Servicing

Revenue servicing personnel shall have access to the TVM for the following:

- Replace the coin vault, bill vault, and auxiliary change storage units
- Replenish recirculating units and fare media stock

- Remove bill and coin vaults
- Replenish printer receipt stock

26.1 Maintenance Access

Maintenance personnel shall have access to all components of the TVM except for coin vaults, bill vaults and auxiliary change storage units.

Environmental Conditions

The Ticket Vending Machine shall be able to operate and not suffer any degradation in performance under the following environmental conditions. Any humidity and/or temperature management devices shall be incorporated in the TVMs to meet the environmental conditions below and of the Memphis, TN region to ensure TVM operates without any degradation to the media, operational, functionality or reliability loss.

Ticket Vending Machine Environmental Conditions	
Storage Temperature	0° to +165°F ambient
Storage Humidity	2 to 99% RH (non-condensing)
Operating Temperature	-15°F to +130°F plus direct sunlight effects to +150°F
Thermal Shock	1° per minute drop in temperature over 15°F range between 130° and 45°
Relative Humidity Range	13% to 99% RH including condensation
Shock	5g peak (instantaneous)
Dust	Airborne particles and dust
Water/solvents	TVM shall be adequately protected against ingress of water or damage due to spray on equipment from cleaning floors and walls, industrial cleaning solvents, rain, mud or snow
Electromagnetic interference	Applicable FCC requirements
Grounding/Lightning	Good ground available/Lightning protection available to protect from high voltage (1000V) spikes from lightning

TVM Application Interface Applications

The TVMs will communicate with MATA's Next Generation Fare System, which is an Account based back-office. The back-office is provided by americaneagle.com.

A REST-based Webservice is provided to access functions of the CRMS like current fare tables, account and fare media lookups, order processing, ads, etc. It is secured over HTTPS TLS 1.2 using OAuth2.0 and documented using Swagger 2.x.

A Device Monitoring service is available which operates over MQTT that reports to the CMRS on ticket vending machine application states and hardware sub-component states that will automatically send status reports or work requests in near real-time for individual equipment when

issues identified as critical in the CMRS. i.e. Ticket Paper Low, On UPS power, Smart Card Dispenser Jam, etc.

SFTP is also available that provides static language resource files for switching between English and Spanish.

Listed below for reference are a number of developed APIs that can be used for TVM integration.

CashDenomination		Show/Hide List Operations Expand Operations
GET	/denomination/types	Get all denomination types
POST	/denomination/add	Add End of Period Cash Denomination by POS Cashier
GET	/denomination/cash-total	Returns the sales made by a pos user since its last cash denomination report was submitted
Checkout		Show/Hide List Operations Expand Operations
GET	/checkout/client-token	Get client token
GET	/checkout/nonce-supported	Is nonce supported?
POST	/checkout/split-payment	Payment step of checkout
POST	/checkout/payment	Payment step of checkout
Cart		Show/Hide List Operations Expand Operations
GET	/cart	Returns content of the cart if found. Otherwise, returns not found
POST	/cart	Add to cart
PUT	/cart	Update quantities in cart
POST	/cart/transfer	Transfer the specified ticket
DELETE	/cart/{orderId}	Delete item from cart
POST	/cart/{orderId}	Update quantity in cart
POST	/cart/promotion	Update promotion in cart
Equipment		Show/Hide List Operations Expand Operations
GET	/equipment	Retrieve equipment Details
GET	/equipment/ads	Retrieve ads for display on equipment
POST	/equipment/provision	Equipment Provisioning
POST	/equipment/component/{componentSerialNo}/insert	Associates an equipment with a component
POST	/equipment/component/{componentSerialNo}/remove	Disassociates an equipment from a component
GET	/equipment/types	Retrieve equipment types
POST	/equipment/component/report	Get Equipment Component Report
POST	/equipment/faremedia/report	Get Fare Media Report
GET	/equipment/components	Retrieve all current and incoming components

FareMedia

Show/Hide | List Operations | Expand Operations

GET	/fare-media-types	Get List of active fare media types
POST	/faremedia/link	Link fare media to a member account
POST	/faremedia/{fareMediaId}/unlink	Unlink fare media from a member account
POST	/faremedia/{fareMediaId}/associate/{memberIdentificationId}	Associate member identification to fare media
POST	/faremedia/{fareMediaId}/dissociate/{memberIdentificationId}	Dissociate member identification from fare media
GET	/faremedia/{fareMediaId}	Look up FareMedia by the id
PUT	/faremedia/{fareMediaId}	Update the fare media.
PUT	/faremedia/{fareMediaId}/{status}	Update the fare media status.
GET	/faremedia/serial-number/{serialNumber}	Look up FareMedia by serial number
POST	/faremedia/hotlist	Get fare media hotlist
POST	/faremedia/{oldFareMediaId}/transfer/{newFareMediaId}	Transfers Fare Media
GET	/faremedia/{fareMediaId}/fare-capping-status	Get fare capping status by fare media id
POST	/faremedia/import-start	Trigger the ImportFareMedia Task

Notification

Show/Hide | List Operations | Expand Operations

GET	/notifications/topics	Get Push Notification Topics
POST	/notifications/enroll	Enroll for a Topic
POST	/notifications/received	Set Status Received
POST	/notifications/opened	Set Status Opened

Oauth

Show/Hide | List Operations | Expand Operations

GET	/oauth/token	Token
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Offline

Show/Hide | List Operations | Expand Operations

POST	/offline/transactions	Register cash and wallet transactions that happened offline.
POST	/offline/inspections	Validate the specified tickets from attended and unattended inspection device offline
GET	/offline/faretypes	List all the items grouped by fare type for offline mode

SmartCard

Show/Hide | List Operations | Expand Operations

GET	/smart-card/card/{cardId}	Get a smart card by id from a member account
GET	/smart-card/pos/card/{smartCardId}	Get Smart card stored value and list all the associated tickets
POST	/smart-card/pos/cards	Adds a smart card by POS account
POST	/smart-card/tap	Tap smartcard that will try to do the best action
POST	/smart-card/pay	Pay for tickets using smart card
GET	/smart-card/card/value/{cardId}	Get stored value from card
GET	/smart-card/transactions/{cardId}	Get smart card transactions with pagination

Ticket

Show/Hide | List Operations | Expand Operations

GET	/tickets/available	List all the tickets
GET	/tickets/faretypes/available	List all the faretypes that the member has tickets for
GET	/tickets/{fareMediaId}/faretypes/available	List all the faretypes for which the fare media has tickets
POST	/tickets/faretypes/tickets	List all available tickets for the filtered faretype with pagination
GET	/tickets/expired	List all the tickets
GET	/tickets/expired/faretypes	List all the faretypes that the member has expired tickets for
GET	/tickets/{fareMediaId}/expired/faretypes	List all the faretypes that the member has expired tickets for
POST	/tickets/expired/faretypes/tickets	List all expired tickets for the filtered faretype with pagination
GET	/tickets/{ticketId}	Will return the specified ticket
GET	/tickets/qr/{ticketId}	Will return the specified ticket with the QR code to be printed
POST	/tickets/reserve	Change the trip associated to the selected ticket
POST	/activate/ticket	Activate the specified ticket
GET	/routes/zones/{ticketId}	Get zones and routes associated with a purchased ticket
GET	/transfer/zones/{ticketId}	Get transfer zones for the specified ticket
POST	/activate/tickets	Activate a list of tickets
GET	/ticket/{ticketId}	Lookup a ticket by ticket Id
GET	/lookup/ticket/{ticketNo}	Lookup a ticket by ticket number
POST	/ticket/validate/consumer/fallback	Validate the specified ticket from consumer using a fallback runStopCode
GET	/consumer/ticket/{ticketId}	check Validity of the specified ticket from the consumer

Voucher

Show/Hide | List Operations | Expand Operations

POST	/voucher/issue	Issue Voucher
PUT	/voucher/{voucherId}/redeem	Redeem a voucher that's issued by NGFS
POST	/voucher/redeem	Redeem a voucher that's issued by an external system

Wallet

Show/Hide | List Operations | Expand Operations

POST	/wallet	Adds a wallet to the member account
POST	/wallet/paratransit-wallet	Adds a paratransit wallet to the member account
GET	/wallet/{walletType}	Get Member Wallet by wallet type
PUT	/wallet/{walletType}	Adds a wallet to the member account
POST	/wallet/{walletId}	Deactivate a wallet
GET	/wallet/details/{walletId}	Get wallet details from walletId
GET	/wallet/transactions/{walletId}	Get wallet transactions with pagination
POST	/wallet/autoload	Set wallet autoload settings
POST	/wallet/top-up	Load money into wallet

TVM Equipment Quantities

DESCRIPTION	QTY
Ticket Vending Machines	
Full-service vending machines	30
Cashless vending machines	20
Spares for FSTVMs and CTVMs (Qty recommended by vendor)	Proposer to Provide
All components necessary for complete revenue service replenishment (cash vaults, coin vaults, coin hopper(s), cash re-circulator/replenishment equipment, cassettes etc.) FSTVM (Qty recommended by vendor)	Proposer to Provide
All components necessary for complete media service replenishment (smart card dispensers, smart ticket dispensers etc.) FSTVM and CTVM (Qty recommended by vendor)	Proposer to Provide
Cyber Keys (Qty recommended by vendor)	Proposer to Provide

END OF SECTION

Mini Fleet Pilot Test

The selected Proposer shall be required to implement and go-live with a mini fleet pilot test before being allowed to proceed to the full implementation of the TVMs.

Please note that the Mini-Fleet Test is not included in the Software Maintenance and Support, Equipment Technical Support and the Equipment Warranty (parts warranty). The selected proposer is responsible for maintenance and support until Systems Acceptance.

The intent of the mini fleet pilot test is to ensure the proposed TVMs (Hardware and Software) meet MATA's requirements and integrate well with MATA's NGFS system. The mini fleet pilot test shall provide all the functionality and capability described in this scope.

The following are expected to be part of the mini fleet pilot test. Please note that the quantities may change, or additional items may need to be added to the mini fleet pilot test, if so determined by MATA.

- One (1) Full-Service Ticket Vending Machine
- One (1) Cashless Ticket Vending Machine
- Revenue and media replenishment service components.

Test will include all required TVM system/sub-systems/applications and APIs required to ensure an end-to-end solution.

END OF SECTION

Training

The Proposer shall provide a program to train personnel in all details of the Ticket Vending Machines including but not limited to the equipment, hardware, support and diagnostic equipment, and software provided under this contract. The Proposer shall be responsible for training designated personnel in accordance with the requirements specified in this section.

Training shall include course development, the provision of instructors, the supply of handouts and manuals, the preparation of classroom aids, and all other items as required to satisfactorily prepare personnel to operate the supplied Intelligent Transportation System.

All training classes will be scheduled with MATA personnel and shall not take place more than eight weeks prior to the first day of planned operation. MATA reserves the right to videotape training sessions conducted by the Proposer for review and future use.

At the completion of each training class, personnel receiving the training will demonstrate proficiency and competency in the area of instruction with the successful completion of performance based and written examinations. Written and performance-based tests shall be approved by MATA prior to implementation. Documentation of test results per student shall be made available to MATA. Test documentation shall include the date of training, class identifier, class instructor and hours of instruction.

General Outline

The training courses described in this section shall include the following, but not limited to:

27.1 Training Program Plan

Detailed training outlines, lesson plans, and tests shall be submitted to MATA for review and approval. At a minimum, the Proposer must provide a training program that is comprehensive enough to bring employees designated by MATA to the level of proficiency required for operations of the furnished equipment. Formal training shall include both classroom and practical work and shall be augmented by informal follow-up as needed. Practical training on equipment shall occupy a significant portion of all training classes. Training should be oriented to the job classification of the students.

Training mock-ups shall be provided to assist with the training. The mock-ups shall be retained by MATA for in-house training.

The Training Program Plan shall be submitted to MATA for approval at the Initial Design Review. The Training Program plan shall, provide the following for each course, but not limited to:

- Brief course description
- Expected performance objectives and how the expected objectives will be measured
- Outline of the course content (one for each course)
- Type or method(s) of presentation that will be used
- Resources required (equipment, classroom space, supplies etc.)
- An estimated time schedule to train (based on the required number of hours and/or sessions of instruction) employees
- Intended audience and the maximum class size

28.1 Instructor Qualification

The Proposer shall provide experienced and qualified instructors to conduct the training courses at MATA facilities. MATA personnel to receive training are:

- MATA Trainers
- Supervisors
- Analysts and Information Technology Personnel
- Management
- Customer Care Agents
- Maintenance Personnel
- Revenue Agents

The Proposer shall expect MATA supervisory and management personnel to audit the training classes. If in the opinion of MATA, a Proposer instructor(s) lacks the skill or knowledge to provide instruction or cannot communicate with the students, MATA reserves the right to request the training to be repeated and/or the instructor replaced.

29.1 Equipment

The Proposer shall provide functional equipment to facilitate and conduct training at the designated training locations at the MATA facility.

Training Material Submittal

The Proposer shall submit to MATA, a list of the training materials required for each course discussed in the Training Program Plan.

The Proposer shall submit to MATA, instruction guides for each training course. The guides shall include the following, but not limited to:

- Course agenda and objectives
- Resources and facilities required for the course
- Detailed lesson plans or outlined presentations and discussion guides
- Pre- and post-training assessment
- Instructions for using any audiovisual support and equipment
- Student handouts
- Computer-based presentations
- Video-taped demonstrations

Final training material shall be submitted 30 days before classes are scheduled to begin.

Revenue Collection Training (TVM – Removing and Restocking Currency and Coins)

The Proposer shall provide the services of a qualified and experienced instructor who shall conduct training classes for personnel in the proper procedures for removing cashboxes and restocking currency and coins in the Full-Service Ticket Vending Machines.

Restocking of Smartmedia (Full Service and Cashless TVM)

The Proposer shall provide the services of a qualified and experienced instructor who shall conduct training classes for personnel in the proper procedures of restocking TVMs with fare media.

Field Training

The Proposer shall conduct field training visits to the MATA facilities for 2 revenue and media replenishment cycles following initiation of revenue service. Field training shall consist of observation and Q&A discussion during revenue collection/handling, media replenishment, maintenance activities, and otherwise as directed by MATA. This may include night and weekend work.

Electronic Documentation and Training

All documentation and training materials provided as final hard copy shall also be submitted in an electronic form as specified by MATA. A directory of all files shall be listed in hard copy showing filenames, date, file size, and appropriate annotation to cross-reference the chapter and section.

Reproduction of Training Material

MATA reserves the right to reproduce portions or all of the training materials provided by the Proposer for the sole use of MATA.

Training Schedule

The Proposer shall provide a preliminary and detailed schedule of training tasks for MATA review and approval. The detailed schedule of training tasks shall be based upon the equipment installation schedule, which shall be established as a dependency in the Proposer Project Plan. The Proposer shall recognize that in addition to routine business hours, training will be required during evening and late-night hours along with weekends to accommodate MATA employee and service schedules.

END OF SECTION

Maintenance, Support, Warranty and Service Level

MATA shall require the following as maintenance/support/warranty as base:

Maintenance and Support

Five (5) years after complete Ticket Vending Machine(s) acceptance and go-live

Warranty

Minimum one (1) year manufacturer warranty

Four (4) years of additional warranty after manufacturer warranty

TVM Software and Equipment Maintenance and Technical Support

The Maintenance and Technical Support shall include, but not be limited to:

Maintenance and support for TVM software and APIs

Upgrades/Patches of software and APIs

Upgrade Frequency (major and minor releases)

Maintenance and support for TVM equipment

Remote desktop support

Telephone support

Service Level support and resolution

Refer to Equipment Response and Resolution

Refer to Software Response and Resolution

Please note that the proposer will not be responsible for field services.

TVM Equipment Warranty

The Proposer shall warrant that the TVMs furnished under this contract are free from defects

in material and workmanship under normal operating use and service.

The warranty shall commence upon the date of complete TVM acceptance and go-live. If during the warranty period, any replacement, repair, or modification on any TVM component, made necessary by defective design, materials, or workmanship is not completed within five (5) calendar days, the warranty period shall be extended by the number of days equal to the delay period.

The warranty on items determined to be with pervasive defects shall be extended for the time of the original warranty remaining at the time the pervasive defect was identified. This extended warranty shall begin on the repair/replacement date for corrected items.

The proposer shall be responsible for bearing the cost of shipments to and from the proposer for repairs, replacements and returns of any equipment.

The Proposer warrants that the Software (including any Licensed Software) shall:

Be of a language that is commercially available and for which software tools are available
Not contain viruses or pre-programmed devices which will cause any software utilized by
MATA or other users to be erased or become inoperable or incapable of processing
accurately

The Software and each module and function thereof shall be capable of operating fully and correctly on the combination of the equipment purchased
 The Software does not contain any code that will, upon the occurrence or the nonoccurrence of any event, disable the Software.

No warranty period shall end unless finished documentation is provided and approved by MATA.

Service Level

All issues shall be classified by MATA as Critical, Severe, or Moderate. After acknowledgment of the issue, Proposer and MATA may mutually agree to assign a different severity level and resolution timeline on a case-by-case basis, but if such agreement cannot be reached after a brief, good faith discussion, then MATA’s classification of the issue shall govern. Proposer shall respond to all MATA issues, and diligently and continuously work to correct all reported issues, in each case in compliance with the timeframe required in the following tables:

30.1 Equipment Response and Resolution

Issue Escalation			Equipment Resolution
Severity Level	Support Desk Response Time (Level 1/Level 2)	Escalation to Proposer’s Executive Management	Resolution/Work-around
Critical	30 minutes/2 business hours	4 business hours	8 business hours
Severe	2 hours/4 Business hours	24 business hours	1 business day
Moderate	One business day / Not Applicable	20 business days	30 business days

31.1 Software Response and Resolution

Issue Escalation			Software Resolution	
Severity Level	Support Desk Response Time (Level 1/Level 2)	Escalation to Proposer’s Executive Management	Temporary Software Resolution/Work-around	Final Software Resolution
Critical	30 minutes/1 business hours	4 business hours	8 business hours **	5 business days
Severe	1 hours/2 business hours	12-24 business hours	36 business hours **	10 business days
Moderate	One business day / Not Applicable	20 business days	Next Release	Next Release

MATA Business Days and Hours

Please note that MATA operates 7 days/week with weekday service hours starting at approximately 6 AM morning until 12 AM midnight. The weekend service hours are a reduced subset of the weekday service. 7 days/week/365 days/year are considered to be MATA business hours for the purposes of response and resolution described in the table above.

**Proposer shall provide MATA, within five (5) business days following the release of the temporary software resolution, a written plan detailing the proposed final solution for the software that shall be incorporated in the next release.

Extended Maintenance/Support/Warranty – Optional

MATA shall require the following as extended maintenance/support/warranty:

Three (3) options after base with each option for two (2) years.

Option 1 - Years 6 and 7 - Maintenance/Support/Warranty

Option 2 - Years 8 and 9 - Maintenance/Support/Warranty

Option 3 - Years 10 and 11 - Maintenance/Support/Warranty

The Proposer must provide a technical description, requirements, and pricing for

Maintenance /Support/Warranty. MATA will determine if this option will be executed.

END OF SECTION

Spare Parts

The Proposer shall prepare and submit to MATA a recommended list of spare parts and consumables to maintain and support the TVMs. The spare parts list shall be grouped by equipment, module, part, etc. Each item listed shall contain at least the following information: item-name, description, original manufacturer's name, part and number. Spare parts that are common to more than one equipment type, module, or subassembly shall be suitably cross-referenced.

The Proposer's proposal shall include recommended spares with their expected life cycle. Any reduced requirement for spares based on long life cycles shall be favorably received.

The stock level shall be consistent with the normal replacement anticipated. This level shall be a function of the total equipment in service and the availability from the Proposer's normal supply operation for such parts.

The Proposer shall provide a list of any equipment required for testing.

The Proposer must provide the spare parts lists, and equipment requirements and pricing for this section. MATA requires Proposer to lock in the price of all spare parts for a period of three (3) years.

END OF SECTION

Installation of Ticket Vending Machines

This section defines installation requirements for the TVMs. The Proposer shall furnish all hardware and materials necessary for proper installation of all items.

The Proposer shall install and setup all elements of the TVMs at the MATA designated locations. To the extent practical, the TVM and associated equipment shall be secured to prevent theft or damage. The Proposer shall make all connections to power and communications, all connections between TVM elements, and route all cables neatly and out of the way. MATA will provide power and Ethernet connection (where applicable for non-cellular based TVM locations) terminating to the vicinity of the TVM.

Proposer Requirements

The Proposer shall provide an Installation Plan for MATA approval. This Plan shall include the following but not be limited to:

- Identification of required work and storage area
- Identification of required utilities
- Proposed work schedule (schedule shall include the requirement of vehicle availability necessary to support the proposed schedule)
- Any utility or service requirements to support the installation
- Identification of support needed from MATA
- Placement diagrams for all installation sites
- Detailed wiring diagrams for all installations including wire tabulation, locations, sizes, identification, and clamping

MATA Support

MATA shall facilitate the installation process by supplying the Proposer identified support as follows:

- Sufficient space to support the installation
- Sufficient access to facilities to support the agreed upon installation schedule
- Termination of electrical power in the vicinity of the TVMs. Proposer will be responsible for connection to the TVMs
- Termination of Ethernet connection in the vicinity of the TVMs (if applicable for hard-wired connection TVMs). Proposer will be responsible for connection to the TVMs
- Test and inspection personnel

As Built Documentation

As built documentation shall be provided to MATA that thoroughly describes all TVM installations along with any facility modifications that proposer may need to perform. This documentation shall detail the following, but not limited to:

- Equipment and hardware specifications
- Installation procedures for the TVMs (Hardware and Software)
- Installation locations for the TVMs
- Wiring diagrams
- Communication networks diagrams (Wireless and/or Local Area Network)

Power and utility connections
Breakers and fuse tabulation along with locations
System interfaces
Logic diagrams
Copies of all required building permits and approvals
Copies of all MATA approvals

END OF SECTION

Ticket Vending Machine Manuals

The following is a summary of the principal documentation that shall be provided in the form of manuals, organized by the desired content. The manuals shall provide sufficient description, detail, and illustration to support installation, configuration, operation, maintenance, and repair of the equipment provided. Documentation shall be provided in electronic format.

One (1) Electronic format (PDF)

The Proposer shall supply the full complement of manuals and documentation required to train personnel to operate and maintain the TVMs. All manuals shall be in the English language and submitted for review and approval. The manuals shall cover both the hardware and the software associated with each system.

The following manuals shall be provided, but not limited to:

Operating Manuals

The manuals shall provide information and instruction on the various operational controls and features. The operating manual shall provide information and instruction on the various operational input and features of the TVM/system/sub-systems/sub-applications and the associated components. The manual shall be sufficient in description, detail, and illustration to provide full and adequate reference to the operation.

Maintenance Manuals

The maintenance manual shall provide information and instruction on the operational maintenance and configuration of the devices and the associated components. The manual shall be sufficient in description, detail, and illustration to provide full and adequate reference to the diagnosis, testing, maintenance, repair, and configuration of the equipment, components, assemblies and sub assemblies programs.

END OF SECTION

Contract Deliverable Requirements List (CDRL)

The following is a listing of all contract deliverable submittals required. The Selected Proposer shall be responsible for development of listed CDRLs to the satisfaction and approvals of MATA. CDRL deliverable dates shall be worked in conjunction with and approval of MATA after contract award.

All contract deliverables shall be provided both in paper copy and electronically format appropriate to the document (Word, Excel, PDF etc.) as approved by MATA. MATA owns all deliverables.

Final versions of all CDRLs shall be provided to MATA within sixty (60) days following approval of System Acceptance Review.

Contract Deliverable Requirements List			
CDRL Number	CDRL Name	CDRL Description	Timing
1	Project Management Plan and Project Schedule	<p>Details the management organization of the project, organization chart, and key personnel and their responsibilities and relationships.</p> <p>Details Project Schedule to monitor the project progress (The project schedule shall include time frames for the preparation and MATA's approval of all deliverables and documentation.)</p> <p>Detailed description of management controls on progress, performance, schedules, and costs relative to the project schedule and subsequent operations</p> <p>Activity reports to incorporate the project schedule against actual completion of activities</p>	NTP+ 2 Weeks
2.	Quality Assurance Plan	Details the quality processes employed to ensure the quality of the TVM (including work, equipment, hardware, software and software licenses, materials, function, operation) delivered is of a level that meets design goals, performance and reliability requirements.	CDR
3.	Contingency Plan	Details action plans should any of the major deliverables not be delivered as originally scheduled.	CDR
4.	System Functions & Interfaces	Details the system functions and interfaces of the TVMs.	CDR
5.	System Hardware Access Security Plan	Details the design and installation plan of TVM device/components/hardware to discourage and minimize the effects of vandalism and theft, prevent unauthorized access to the interior of the equipment, and prevent unauthorized removal of the equipment from its installed location.	CDR

6.	Training Program Plan	Details the basic principles that will apply to the development and delivery of training program. The plan shall include but not limited to: Outline of training course to be cover by users <ul style="list-style-type: none"> • Class size • Number of classes by user type • Equipment provided for training • MATA equipment required (i.e. laptops, projector etc.) • Contingence of refresh training if needed • Schedule of when training will be provided 	CDR
7.	Ticket Vending Machine (TVM) Specifications <ul style="list-style-type: none"> • FSTVM • CTVM 	Details the design specifications and functionality of all components. Useful Life Certifications	DDR
8.	Implementation Plan	Details activities required of the Proposer, MATA, and other involved parties during the implementation period. The implementation plan will include but not limited to: <ul style="list-style-type: none"> • Mini fleet Pilot Test • Details of what activities are required from MATA • Go-live readiness activities 	DDR
9.	Network/Data Communication Plan	Details of all data communications, whether wired or non-wired (wireless), between all TVMs and back-office.	DDR
10.	Ticket Vending Machine (TVM) Installation Plan FSTVM CTVM	Complete description of final installation plan	DDR
13.	First Article Test (FAT)	Describes in-depth layout of the intended testing approach. In addition, provides a detail outline of all the test plans including, the procedures, testing inputs required from MATA and any other stakeholders, specific tests to be executed, and the chronological order of their execution.	DDR
14.	TVM Training Manuals	Detailed training manuals to be used in training all personnel, on the operations, revenue service, media and consumables replacement, and maintenance of the TVMs.	DDR

15.	Application program interface Information	Details of all interfaces/integrations with back-office and any external systems.	DDR
16.	TVM Operating Manuals	Details operating manuals of the entire TVM/sub-systems/applications and equipment	DDR
17.	TVM Network Management Plan	Details of TVM elements that will be managed along with network management strategy, activities, deployment, startup, and operating procedures such as: System monitoring and recovery System backup and archiving	FDR
18.	TVM Reports (Financial & Non-Financial Reports)	Comprehensive list and details of all TVM reports as well as tools and procedures for generating custom reports.	FDR
19.	Disaster Recovery Plan	Detailed description of the continuity of the critical business functions and core processes that are required to ensure the ongoing operations when normal operations are interrupted or degraded by adverse events. See detailed Section on “Disaster Recovery”.	FDR
20.	TVM Equipment Safety Plan	Details of safety measures and precautions that need to be taken, while in use or during maintenance activities.	FDR
21.	TVM/Subsystem/Applications/Component and Equipment Installation Testing	Describe in-depth the installation testing approach. In addition, provide details of all the test plans including, the procedures, testing inputs required from MATA, specific tests to be executed, and the chronological order of their execution.	FDR
22.	TVM/Subsystem/Applications/Component and Equipment Acceptance Testing	Describe in-depth the acceptance testing approach. In addition, provide details of all the test plans including, the procedures, testing inputs required from MATA, specific tests to be executed, and the chronological order of their execution.	FDR
23.	Succession Plan	Describe and detail all elements of a Succession Plan for MATA to takeover and resume all operations of the system provided by the proposer. See detailed Section on “Succession Plan”.	

End of Section

Disaster Recovery

The Proposer shall develop and implement a Disaster Recovery Plan for continuing operations, with a minimum of downtime, in the event of failures of the hardware components, network components, software applications and systems, environmental factors, or other operating emergencies. The Proposer shall be able to re-constitute normal operation within two (2) hours of any failure or emergencies as described above. The Proposer shall document all procedures necessary to maintain orderly operations in the event of emergencies.

The Proposer shall list all system failures and situations or events that will trigger disaster recovery procedures. The Proposer shall prepare a disaster recovery plan for approval by MATA.

At a minimum, the disaster recovery plan shall include the following:

- List of resources required to conduct on-site and off-site recovery

- Description of the escalation process, including contact lists and alternates to provide for emergency coverage of operations, staffing, technical support, and management

- Description of how the Proposer shall provide formal arrangements for emergency replacement of parts, repair services, and technical services

- Descriptions of how the Proposer shall restore and recover lost or corrupt data from back-ups and archives

- A ranking of primary, secondary and non-critical applications with assigned minimum recovery times required to prevent a financial loss

- Description of a test program that will verify the effectiveness of all disaster recovery methods and procedures

- A detailed architectural overview of the backup, recovery, and disaster recovery systems

- A data backup system and architecture for the backup and recovery of the back-office

- Recovering and transferring of data files from removable storage in the event of a primary data storage failure

- Description of the notification procedure to MATA staff

- The Proposer shall provide Disaster Recovery/business continuity Licenses at no additional cost.

END OF SECTION

Succession Plan

The Proposer shall provide a Succession Plan, the purpose of which is to provide for continued operations in the event that the agreement is not renewed or is terminated for convenience, or the Proposer is declared in breach of contract. MATA requires that operations continue without interruption under all circumstances.

The Proposer's succession plan shall assume MATA's ownership of all assets used for TVM operations (e.g. equipment, system hardware and software) and for MATA's immediate/automatic right to assume or use any other elements required for uninterrupted TVM functions. The Proposer's succession plan shall include a reasonable cost for transferring from the Proposer to MATA.

The Succession Plan shall describe how the Proposer's operations would continue under MATA's control, the plan shall cover the following areas, but not limited to:

- Transfer of assets, including equipment and other materials and supplies.

- Transfer of data.

- Transfer of system hardware and software.

- Identification of any contractual agreements which are assumable by MATA, including but not limited to maintenance agreements.

- Staffing and training required to actually accomplish the succession.

END OF SECTION

Project Management, Design, Testing and Implementation

Project management, design, testing, implementation, and administration requirements are covered in the following sections:

- Project Management
- Quality Assurance
- Design Review
- Testing and Acceptance
- Implementation

Project Management

32.1 Organization and Functions

The Proposer shall establish and maintain a Project Management Team to manage and perform all functions and activities. The Project Management Plan shall address the following critical areas:

- Overall project management
- System/Software development, operations, and upgrades
- Ongoing project and policy review
- Contract administration interface with MATA
- Performance reporting

33.1 Project Management Plan

The Project Management Plan shall include:

- A description of the management organization of the project, an organization chart, and identification of key personnel and their responsibilities and relationships
- A Project Schedule shall be in sufficient depth to allow MATA to monitor the project progress in a timely manner
- The project schedule shall include time frames for the preparation and MATA's approval of all deliverables and documentation
- A description of management controls on progress, performance, schedules, and costs relative to the project schedule and subsequent operations
- Activity reports to incorporate the project schedule against actual completion of activities

Quality Assurance and Quality Control

The Proposer shall develop, establish, and maintain a Quality Assurance (QA) and Quality Control (QC) Program. The Proposer shall clarify and coordinate its QA and QC program with MATA staff. The QA and QC Program shall include detailed descriptions of the quality processes employed by the Proposer to ensure the quality of the TVMs (including work, equipment, hardware, software, materials, function, operation) delivered is of a level that meets design goals, performance and reliability requirements, and the intended project purpose and objectives in the described transit application.

The Proposer shall establish a quality assurance program that shall include but not necessarily limited to the following:

- Use of benchmarks for product performance/effectiveness and the quality of service delivery
- The prevention, notification and detection of systematic problems that may affect
- The avoidance and elimination of any security breaches

The Proposer shall be responsible for detecting and correcting deviations from any performance requirements and reporting such to MATA.

Design Review

Design reviews shall be conducted to evaluate the progress and technical functional design in accordance with the functions and capabilities of the contract. In addition to formal design reviews, informal meetings to address key issues shall be held as needed. Prior to each review, a design review package shall be submitted that includes Contract Data Requirements Lists and other items required for the review. Contract Data Requirements Lists shall be updated as required throughout the contract life to reflect design and process changes. Design review packages shall be provided at least ten (10) days before a design review meeting.

The Design Review package shall include meeting agenda, test procedures, detailed test result check-off sheets, demonstration plans (including functions to be shown) and issues/methods that need technical resolution. A complete Design Review package is required to begin a Design Review meeting.

In addition, the following shall be provided appropriate to the equipment/components being supplied by the Proposer:

- A confirmation that the Proposer is thoroughly familiar with the intended system function, MATA operations, MATA environment and MATA facilities

- A detailed technical description of operation for all major subassemblies in all units of equipment

- Identify all interfaces between the major subsystems with descriptions of operation that include drawings, flow charts, screen graphics, messages and menus, along with accommodation of all operating boundary and error conditions

- Functional block diagram of the system and equipment

- Catalog cuts and data sheets of the TVM hardware etc.

- Physical dimensions of each type of equipment

- Planned equipment layout

- Power and other facility requirements of each type of equipment

- Plans, programs and other data specified CDRL related to management, training, manuals, quality assurance, reliability assurance and configuration control etc.

- Software design descriptions and flow charts (logic diagrams)

- Data system interfaces - upload/download functions

- Other Design Review deliverables as specified

- Information and decisions required from MATA

MATA and the Proposer shall conduct the following reviews:

- Conceptual Design Review

- Detailed Design Review

- Final Design Review

- Acceptance Review

Design reviews shall consist of the following key activities:

- Design review package will be reviewed by MATA

- The design review meeting, or series of meetings, will be held between Proposer and MATA where the Proposer shall explain their design and MATA shall confirm its requirements.

- When possible, issues will be resolved during the design review meetings

- Issues not resolved during the meetings will be identified and documented. Giving consideration to where the project is in the overall design review process. MATA will determine the appropriate action to close the issue, which may require resubmission of design review items

Once there are no open issues with the design review submittal, the submittal will be reviewed for approval

34.1 Conceptual Design Review (CDR):

The objectives of the CDR shall be to familiarize MATA with Proposer's conceptual approach to meet the TVM requirements, resolve external interfaces, and provide the basis for proceeding to Detailed Design Review (DDR). The CDR shall cover the following:

- Schedule compliance
- Confirm Proposer's management team and the scope
- Provide all CDR items in the CDRL table
- Confirm that Proposer is familiar with the intended functions and capabilities
- Identify information needs and decisions required by MATA
- Provide description of problem tracking, resolution and reporting process.

One (1) electronic of the submittals shall be provided ten (10) days prior to the CDR meeting.

35.1 Detailed Design Review (DDR):

The objectives of the DDR shall be to familiarize MATA with Proposer's detailed design around systems, policies, procedures and staffing to meet the TVM requirements. The DDR shall cover the following:

- Schedule compliance
- Open items from CDR
- Progress report of project
- Provide all DDR items in the CDRL table
- Identify information needs and decisions required by MATA.

One (1) electronic copy of the submittals shall be provided ten (10) days prior to the DDR meeting

36.1 Final Design Review (FDR):

The objective of the FDR is to review the readiness of the Ticket Vending Machines. The FDR shall cover the following:

- Schedule compliance
- Open items from DDR
- Progress report of project
- Review the milestones presented in the Project Schedule to assess the implementation progress (hardware, software, sub-systems, applications etc.)
- Provide all FDR items in the CDRL table.

One (1) electronic copy of the submittals shall be provided ten (10) days prior to the DDR meeting.

37.1 System Acceptance Review (SAR):

The SAR shall represent 100% completion of total implementation of the TVMs.

Testing and Acceptance

The objective of the testing is to ensure the TVMs supplied meets all the requirements specified in this RFP. Testing and Acceptance shall be scheduled and conducted to satisfy the production and delivery schedule.

Any and all hardware, software, materials, installations, operations not passing inspections and/or tests with MATA approval of results, shall be repaired, replaced, and/or corrected by the Proposer at no additional cost to MATA and shall be scheduled once again for inspection, testing, and MATA approval.

The Proposer's obligations shall include all costs necessary to completely inspect and test, all hardware, software, function and operations of the supplied TVMs. Testing shall be done for both mini fleet pilot and full system implementation.

Testing shall be conducted at four (4) levels:

- 1) First Article Test (FAT)
- 2) TVM / Subsystem / Applications / Component and Equipment Installation Testing
- 3) TVM / Subsystem / Applications / Component and Equipment Acceptance Testing
- 4) TVM / Subsystem / Applications / Component and Equipment pre go-live Testing

All tests and inspections shall be monitored by MATA and documented by the Proposer. All inspections and tests conducted shall require sign-off by MATA.

The Proposer shall inform MATA of the date and location of a test a minimum of fourteen (14) days prior to conducting the test. The most recent version of all test procedures and supporting design and program documentation shall be made available by Proposer for use by MATA.

The Proposer shall submit a written report for each test, including copies of all test data for approval by MATA. All such reports are contract deliverables. Test reports shall include all historical data, such as inspections and tests performed, failures, modifications and repairs, pertaining to the equipment and/or system tested. Upon completion of all tests for a particular test phase, Proposer shall issue a separate request for MATA's approval of that phase, providing a statement ensuring that the goals of that phase had been met, and listing each of the tests performed and the dates of performance and MATA's approval for each test. Acceptance of each phase of testing by MATA shall be required for Proposer to proceed to the next phase. Proposer shall conduct regular reviews of the testing processes in accordance with guidelines defined by the Proposer's QA and QC Program that shall be approved by MATA.

38.1 First Article Test (FAT)

The first article tests shall be conducted by the Proposer and will be observed and approved by MATA representatives. Each equipment type shall be tested against the test procedures as specified.

The Proposer shall maintain a complete log of all First Article Tests conducted under this requirement, showing each test conducted and results. This log shall be submitted to MATA at the conclusion of the First Article Test for review and approval. Results not meeting specification requirements are to be fully documented and explained by the Proposer. The Proposer shall also submit a plan for corrective action. MATA may postpone delivery of any equipment until First Article Test procedures are successfully completed, documented and approved.

Manuals, drawings, and troubleshooting procedures for equipment similar to that being supplied shall be made available for MATA review during the FAT process.

39.1 TVM / Subsystem / Applications / Component and Equipment Installation Testing

The Proposer is required to coordinate the development of test procedures and performance of the testing with MATA in order to fully demonstrate the complete and successful installation of the TVM/Subsystem/Applications/Component and Equipment.

Upon verification of proper installation of the TVM / Subsystem / Applications / Component and Equipment, Proposer shall perform a complete installation operational test. All functional characteristics shall be tested to ensure operation as specified. All interface and integration functions shall be tested to verify proper operation.

Proposer shall inform MATA, in writing, of any failures or unacceptable conditions during installation testing. All failures detected during the installation testing period shall be analyzed by the Proposer.

40.1 TVM / Subsystem / Applications / Component and Equipment Acceptance Testing

Acceptance testing shall be performed, with all TVM / Subsystems / Applications / Components and Equipment. The Proposer shall coordinate the development of test plans and procedures with MATA to ensure that the acceptance testing is complete and satisfactory. The TVM/Subsystem/Applications/Component and Equipment Acceptance Test Plan shall be submitted for review and approval by MATA fifteen (15) days prior to the scheduled start of the acceptance test period.

- The Proposer shall state agreement with each of the following points:
- The Proposer must ensure each Subsystem/Applications and Equipment of the TVMs operates according to specifications.
- The Proposer must agree that during the acceptance period, each Subsystem/Applications and Equipment will undergo a live test.
- The Proposer must agree to pass an acceptance test. The TVM/Subsystem/Applications/Components and Equipment must successfully operate for ten (10) consecutive days.

41.1 TVM / Subsystem / Applications / Component and Equipment Pre go-live Testing

Pre go-live testing shall be performed, with all TVM / Subsystems / Applications / Components and Equipment. The Proposer shall coordinate the development of test plans and procedures with MATA to ensure that the acceptance testing is complete and satisfactory. The TVM/Subsystem/Applications/Component and Equipment pre go-live Test Plan shall be submitted for review and approval by MATA fifteen (15) days prior to the scheduled start of the pre go-live test period.

- The Proposer shall state agreement with each of the following points:
- The Proposer must ensure each Subsystem/Applications and Equipment of the TVMs operates according to specifications.
- The Proposer must agree that during the acceptance period, each Subsystem/Applications and Equipment will perform correctly at go-live in production environment.
- The Proposer must agree to pass a pre go-live test before approval can be given by MATA to fully go-live in production. The TVM/Subsystem/ Applications/Components and Equipment must successfully operate for ten (10) consecutive days. A pre go-live pilot may be performed by MATA employees and/or select MATA customers.

42.1 Ticket Vending Machine Installation Testing

The Proposer is required to coordinate the development of test procedures and performance of the testing with MATA in order to fully demonstrate the complete and successful installation of the TVMs.

Upon verification of proper installation of the TVMs, Proposer shall perform a complete installation operational test. All functional characteristics of the TVMs shall be tested as an integrated system to ensure operation as specified. All interface and integration functions shall be tested to verify proper operation of the installed system, as a whole.

Proposer shall inform MATA, in writing, of any failures or unacceptable conditions during installation testing. All failures detected during the acceptance testing period shall be analyzed by the Proposer. The Proposer shall be responsible for taking corrective action to ensure proper functioning of the TVMs.

43.1 Ticket Vending Machine Acceptance Testing

TVM acceptance testing shall be performed at a system level, with all Subsystem / Applications / Component and Equipment with completely functionality, operational, on-line, and in service. The Proposer shall coordinate the development of test plans and procedures with MATA to ensure that the acceptance testing is complete and satisfactory. The TVM Acceptance Test Plan shall be submitted for review and approval by MATA fifteen (15) days prior to the scheduled start of the acceptance test period. Acceptance testing shall include but not be limited to final configuration of hardware and software, interface, integration, test, and installation.

The Proposer shall state agreement with each of the following points:

- The TVM Acceptance Test Plan must show the events, sequences, and schedules required for acceptance.
- The Proposer must ensure each Subsystem / Applications / Component and Equipment of the TVM operates according to specifications.

- The Proposer must agree that during the acceptance period Subsystem/ Applications/Component and Equipment will undergo a live test.
- The Proposer must agree to pass the TVM Acceptance Test. The TVMs must successfully operate for thirty (30) consecutive days.
- The Proposer must demonstrate system security. The Proposer must demonstrate the complete and required functionality of the entire integrated TVM with all sub-systems and Back-office.

The system will be accepted by MATA by formal written notice when

- All required Subsystem/Applications/Component and Equipment have been installed
- All required tests have been satisfactorily passed
- TVM reliability has proven acceptable
- All required deliverables have been received
- All requirements are satisfactorily met

Implementation Plan

The Proposer shall submit an Implementation Plan for the TVM. The implementation plan shall be fully integrated with the overall Project Management Plan.

The Implementation Plan shall describe all activities required of the Proposer, MATA, and other involved parties during the implementation period. The Implementation Plan shall clearly identify the nature and timing of any interaction with MATA.

The Implementation Plan shall include, but not limited to:

- Detailed milestones and schedule for testing, installation, and acceptance
- Detailed Interface to internal and external systems
- Acquisition and installation of equipment
- Implementation support required of MATA

END OF SECTION

Evaluation Criteria and Weight Values

Proposal responses will be evaluated using the following criteria.

CRITERIA	CRITERIA FACTORS	POINTS
Part 1 – Technical/Functional Requirements	<ul style="list-style-type: none"> • Responses to the Functional Requirements • Comprehensive training plan • Responses to Interface with current systems and applications • Implementation plan and methodology • Implementation timeframe and rollout strategy • Warranty/Maintenance/Support 	35
Part 2 - Qualification (Experience, Satisfaction of Previous and Current Clients and technical competence)	Demonstrated technical experience in performing work of a closely similar nature; experience working with transit properties or other public agencies; record of completing work on schedule; strength and stability of the firm. Review of client references.	15
Part 3 – Project Management Plan	Logic of proposal, well defined approach, gap closure, and implementation, project schedule.	5
Part 4 – Staffing and Project Organization	Qualifications of project staff, particularly key personnel, especially the project manager; key personnel’s level of involvement in performing related work; logic of project organization; adequacy of labor commitment; concurrence in the limitations on changes in key personnel.	10
Part 5 – Cost and Price	<ul style="list-style-type: none"> • Software/API cost • Equipment Price • Project Implementation Price • Training Price • Maintenance and Support Prices 	20
Part 6 – Financial Stability of the Proposer	Company Financials Evaluation	5
DBE Participation	DBE Goal	5

Required Information Submittals	Proposal Responses shall include all required information submitted with necessary details as well as the required submittals including all requested forms. If a form is not applicable, Proposer should submit and write "Not Applicable".	5
TOTAL SCORE		100
Step 2 Phase - On-Site and/or Virtual Demonstrations	Short listed proposers will be invited to participate in on-site and or virtual demonstrations and discussions of the proposed solution.	50
TOTAL SCORE AFTER ON-SITE DEMONSTRATIONS		150

END OF SECTION

Detailed Submittal Requirements

Proposers must assemble their proposals in strict adherence to the outline and layout requirements identified in this section and in the order shown. Failure to follow all proposal outline and layout requirements may result in disqualification. Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention shall be given to accuracy, completeness, relevance, and clarity of content.

Proposals shall be submitted in electronic format

Proposal Page Limitation and Format

Part	Page Limitation	Format
1. Executive Summary and Technical/Functional Proposal	Combined 100 Single pages	PDF
2. Qualification		
3. Project Management Plan		
4. Staffing and Project Organization	10 Single pages, resumes excluded from page limit	PDF
5. Price Proposal for TVMs	No page limit	PDF and Excel Format
6. Financial Stability	20 page limit	PDF
7. Sample Agreements	No page limit	PDF

Part 1: Executive Summary and Technical/Functional Proposal

44.1 Section 1: Executive Summary and Introductory Materials

The introductory material must include a title page with the RFP name, name of the Proposer, address, telephone number, the date, a Letter of Transmittal, and a Table of Contents. The executive summary shall be limited to a brief narrative summarizing the proposal.

45.1 Section 2: Company Background

Proposer must provide information about any firm involved with this proposal including the Software Proposer, Equipment Proposer Implementation Proposer, and/or any third-party Proposers so that MATA can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. MATA at its discretion, may require a Proposer to provide additional supporting documentation or clarify requested information.

46.1 Section 3: Scope of Services

This section of the proposal shall include a general discussion of the Proposer's overall understanding of the project and the scope of work proposed. List and describe all proposed systems/subsystems/applications. Proposer must explicitly state the software module name and versions that are proposed.

47.1 Sections 4: Responses to Functional Requirements

This section shall describe in detail the functions and capabilities of the proposed solution. Responses to the functional requirements shall be complete and identify both the capability of the

TVMs and the scope of the implementation. Proposers must be ready to demonstrate any functionality during on-site and or virtual demonstration/presentation phase.

In addition, describe the following as minimums, but not be limited to:

- Describe proposed TVM functional architecture
- Describe the capabilities of the proposed TVMs
- Describe the Management and Reporting System including all subsystems and applications
- Describe the Graphical User Interface(s) of the TVMs.
- Describe how mini fleet pilot test will be done

48.1 Section 5: Proposed Application Software and Computing Environment

The proposer must present, in detail, features and capabilities of the proposed application software and technical environment. In addition, describe the following at a minimum, but not be limited to:

- Describe the proposed level of integration that exists between proposed base software and third-party applications/products

- Describe the Application program interfaces (APIs) that will be provided

- Describe the software features and capabilities, but not limited to:

- Drill down Capabilities

- Audit trail Features

- Describe proposed disaster recovery services

- Describe the technical environment necessary for the proposed software

- Optimal and minimum network requirements.

- Optimal and minimum database requirements.

- Optimal and minimum server requirements.

- Optimal and minimum desktop (client) requirements.

- Platforms supported

- What are bandwidth requirements?

- Describe the hosted services to include, but not limited to:

- Where is the data center and disaster recovery data center located?
- Number of other users sharing database
- Number of database instances (please list)
- Describe data center security policies and other measures to protect confidentiality of MATA's data
- Describe network level security
- Describe physical security of data center
- Describe security including firewalls, authentication, and architecture of data center
- Describe back up procedures and testing of backups and other quality assurance processes to ensure the backup is working correctly.

- Describe process for installing patches and updates including testing done before installing any software or firmware on TVMs.

- Describe process for roll-back of patches and updates if major functionality is broken as a result of the patch and/or update

- Describe proposed application availability service level

- Service desk support services

- User Setup, Authentication and Management processes

- Application support

Operational support services

Technology infrastructure services

Explain service levels (Level 1 and Level 2) that will be used to guarantee performance for MATA through the proposed hosting agreement and as asked for in "Service Level" Section 9.3.1 and 9.3.2

49.1 Section 6: Equipment Specifications

This section shall describe the equipment specifications to be provided. The information must include, but not be limited to:

List equipment manufacturer and provider

Equipment images

Equipment features and capabilities

50.1 Section 7: Reporting and Analysis Tools

This section shall describe the reporting and analysis tools that are provided with the proposed TVMs. In addition, describe the following but not be limited to:

Describe the back office reports that are provided "out of the box"

Describe the reporting tools provided

Describe the analytical processing tools provided

Describe the capabilities to export reports to MS Office formats and pdf

Describe the capabilities to produce graphical reports

Describe the ability to create ad-hoc reports

Describe the capabilities to display critical reports or data in dashboard formats

As part of proposal submittal, the vendor shall describe in details all of the canned reports along with the fields that will be supplied as part of the system. Furthermore, Ad hoc reporting functionality and capability shall be described in detail in the proposal submittal.

51.1 Section 8: TVM Reports

This section will provide a comprehensive list of all standard reports that shall be provided

with the proposed TVM. The list shall describe the report name, content of the report, and

intended audience (In addition, provide sample reports)

52.1 Section 9: TVM Availability

This section shall describe the proposed TVM availability. The information must include, but not limited to:

Describe routines which would require the TVM to be unavailable, including all hardware, subsystems and application

Describe the average length of the time the TVM including all hardware, sub-systems and application is up and available prior to an absolutely essential break in activity for system maintenance

Provide average frequency of totally disruptive maintenance

53.1 Section 10: TVM System Security

This section shall describe the security of the proposed TVMs. The information must include, but not limited to:

Describe the security tools and features that are included in the proposed TVMs including all hardware, subsystems and application

Describe the different access levels securities

54.1 Section 11: Installation of TVMs

Provide an overview of proposed installation plan/strategy, specifying how and when installation is to be performed. Explain any equipment and personnel MATA is expected to provide.

55.1 Section 12: Disaster Recovery and System Backup

Describe the disaster recovery and system backup methods, including available back-up tools and real time redundancy for the software.

56.1 Section 13: Training Plan

This section shall include the proposed training plan and a description of all products and services proposed to train the end users.

Provide an overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training for the train the trainer, end users, and technology personnel

Explain any roles and responsibilities MATA is expected to provide for the training effort including training coordination, train the trainer, training delivery, etc.

57.1 Section 14: Implementation Plan

This section shall describe the proposed implementation plan. Provide a detailed plan for implementing the proposed TVMs. The plan must include, but not limited to:

- Proposed roll-out of proposed TVMs

- Explanation of advantages AND risks associated with this implementation plan

- Explain the proposed methodology for implementation. This information must include key implementation phases and/or activities

- Description of key deliverables

- Description of how each of the following types of testing will be addressed in the implementation plan:

 - First Article Test (FAT)

 - TVM/Subsystem/Applications/Component and Equipment Installation Testing

 - TVM/Subsystem/Applications/Component and Equipment Acceptance Testing

 - “Go-Live” strategy and effort etc.

58.1 Section 15 List of Exceptions

Provide a list of exceptions (if any)

Include details as to why the exceptions are being taken and if any alternative is being proposed.

Note that NO exceptions will be considered unless they are listed in this section.

59.1 Section 15: Maintenance/Support/Warranty

This section must specify details of any post-implementation and on-going maintenance/support provided. In addition, describe the following, but not limited to:

- Days of on-site support after go-live provided by the proposer

- Other on-site support after go-live provided by the proposer

- Maintenance and support for TVM software and equipment

- Warranty details on TVM equipment

- Support

 - Remote desktop support

 - Additional on-site support

 - Telephone Support

 - Hours available (and time zone)

 - Issue reporting and resolution procedures

 - Response time for various levels of severity

Issue escalation process

Part 2: Qualification

60.1 Section 1: Experience

MATA seeks Ticket Vending Machines that has been successfully implemented in the transit sector with similar size and scope of this project. MATA requires the Proposer(s) have at a minimum of five (5) years of experience and have implemented the proposed or similar scope of project at three (3) Transit Authorities where Proposer served as Prime on the project. This section shall describe the experience. The information must include, but not limited to:

- Experience of firm (software and hardware)
- Experience of implementation team
- Experience of key personnel assigned to the project
- Experience with transit implementation
- Experience with implementation of similar size and scope

61.1 Section 2: Client References

MATA considers references to be an important part of its decision-making process to award a contract. Proposers shall supply references that will be available to speak with MATA. MATA will not call Proposers to tell them that their references will be contacted. Proposers shall assume that all provided references will be contacted. The names, phone numbers, and email addresses of the project manager or person with broad knowledge of the project for each reference must be listed. MATA reserves the right to contact additional clients for references, if deemed necessary. MATA may, at its discretion, do site visits.

- Provide at least three (3) transit sector client references. Ideally, references shall be similar in size to MATA and have a similar implementation scope
- Provide implementation references listed in the proposal. Implementation firms shall provide three (3) transit sector references in which they served in a similar role to that proposed for this project. Any differences in project scope or project responsibility shall be listed.
- Provide Third-Party/Hosting Partner references for firms listed in the proposal. Third-party software/hardware firms or implementation firms providing any products or services as part of this proposal shall provide three (3) transit or government sector client references. Ideally, references shall be similar in size to MATA and have a similar implementation scope

Part 3: Project Management Plan

62.1 Section 1: Project Management Plan

This section shall describe the proposed project management plan. Provide a detailed project management plan for implementing the proposed TVMs. The plan must include, but not limited to:

- Explain project management services including:
 - Role of the project manager
 - Proposed project status reports format and process
 - Proposed quality assurance procedures
- A description of how the project manager will ensure that MATA goals are met through this project

63.1 Section 2: Project Schedule

Project Schedule based on phased implementation and go-live from Notice to Proceed.

The project schedule shall be specific to the TVM implementation (no sample project schedule for other implementation at different transit agencies).

Part 4: Staffing and Project Organization

This section shall describe the proposed staffing and project organization.

Description of the management organization of the project, an organization chart, and identification of key personnel and their responsibilities and relationships

Explain the staffing for the project including:

How many personnel will be assigned to the project

Commitment to the project of each resource and approximate time work

Roles and responsibilities for each key phase and activity for implementation

Provide project team resumes for key members of the implementation team expected to be on this project (Two (2) pages per key member)

It should be noted that MATA reserves the right, in its sole discretion, to ask for replacement of any personnel assigned to the project. Upon such request from MATA, the selected proposer shall promptly identify and assign a suitable and qualified resource with MATA's approval. MATA may or may not elect to interview the replacement resource at its discretion.

Part 5: Price Proposal for Ticket Vending Machines

PART 5 and 6 TO BE SUBMITTED UNDER SEPARATE COVER

Proposers must submit their price proposal in a separate and sealed packet according to the format provided. Do not cite price anywhere else in the proposal in order to prevent evaluators from viewing this information.

Complete Price Schedule Excel Spreadsheet Attached

Submit Signed PDF Price Schedule and all tabs

Submit Excel spreadsheet Price Schedule and all tabs

Part 6: Financial Stability

64.1 Section 1: Financial Information

Proposers must provide information demonstrating to MATA that it has the necessary financial resources to perform the Contract. This information shall include:

Audited financial statements for the last three (3) years, and year-to-date financial statements for the most recently completed operating quarter. The financial statements shall include Balance Sheets, Statements of Income and Stockholder's Equity, and a Statement of Change in Financial Position. If the Proposer is a parent or subsidiary of another entity, consolidated financial statements are also required.

Unaudited balance sheets of Proposer and unaudited balance sheets of Proposer and its subsidiaries, if any, for interim quarterly periods since the close of its last fiscal year.

Letter of Credit Commitments (if any).

Names of banks or other financial institutions with which the Proposer conducts business.

The above information shall be handled as confidential data and utilized on a "need to know" basis for proposal evaluation.

Part 7: Sample Agreements

Proposers shall include sample copies of the following documents/agreements, that shall serve as supplement to the MATA contract. Although they are sample agreements, the documents must contain all material terms so that MATA can fairly evaluate the Proposer's agreements.

- Sample software licensing agreement
- Sample maintenance/support agreement

- Software
- Hardware
- Onsite Support
- Sample warranty agreement

END OF SECTION

SECTION C

REQUIRED FORMS AND CERTIFICATIONS

MEMPHIS AREA TRANSIT AUTHORITY
ADDENDA ACKNOWLEDGEMENT FORM

Addenda received (if none received, write "none received")

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Name of individual, partner or corporation: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____ Fax Number: _____

Printed Name: _____

Authorized Signature: _____

Title: _____

MEMPHIS AREA TRANSIT AUTHORITY

CONTACT AND REFERENCE FORM

MATA requires a primary point of a contract and a backup. Please list them below.

Primary Contact:

Name: _____

Phone: _____

Email: _____

Back-up Contact:

Name: _____

Phone: _____

Email: _____

REFERENCES:

(only include references for work completed in the last 3 years)

Reference #1

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

Reference #2

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

Reference #3

Name: _____

Phone: _____

Email: _____

Work Completed: _____

Years of Service: _____

MEMPHIS AREA TRANSIT AUTHORITY

AFFIDAVIT OF NON-COLLUSION

Affidavit of Non-Collusion:

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the proposer (if the proposer is an individual), a partner of the proposer (if the proposer is a partnership), or an officer or employee of the proposing corporation with authority to sign on its behalf (if the proposer is a corporation);
- (2) That the attached proposal or proposals have been arrived at by the proposer independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the request for proposal, designed to limit independent proposing or competition.
- (3) That the contents of the proposal or proposals have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public

My Commission expires _____

Proposer's E.I. Number: _____
(Number used on Employer's Quarterly Federal tax return)

MEMPHIS AREA TRANSIT AUTHORITY

BUY AMERICA CERTIFICATE

(For Contracts of \$150,000 or greater)

The proposer hereby certifies that it will comply with the requirements of Section 165a of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR 661.

Date _____

Signature _____

Title _____

or

The proposer hereby certifies that it cannot comply with the requirements of Section 165a of Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165b of the Surface Transportation Assistance Act and regulations in 49 CFR 661.7.

Date _____

Signature _____

Title _____

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION

The contractor hereby certifies the following:

Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

The contractor agrees to require all subcontractors to provide this certification and to flow this requirement down to participants at all lower tiers, without regard to the value of any subcontract.

Date _____

Signature _____

Title _____

MEMPHIS AREA TRANSIT AUTHORITY

CERTIFICATION OF PRIMARY PARTICIPANT (prime contractor)
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (potential contractor for a major third-party contract), _____ certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the primary participant (potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

MEMPHIS AREA TRANSIT AUTHORITY

**CERTIFICATION OF LOWER-TIER PARTICIPANTS (subcontractors)
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential third-party contractor, or potential subcontractor under a major third-party contract), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant, (potential third-party contractor or potential subcontractor under a major third-party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal).

The LOWER-TIER PARTICIPANT, POTENTIAL THIRD-PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

MEMPHIS AREA TRANSIT AUTHORITY

CERTIFICATION OF RESTRICTIONS ON LOBBYING

(For Contracts of \$100,000 or greater)

I, _____, hereby certify on behalf of _____
Name of Official Name of Contractor

that:

- (1) No Federal appropriated funds have been paid or will be paid on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member 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.
- (2) If any funds other than Federal appropriate 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 CONTRACTOR shall complete and submit Office of Management and Budget Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was 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 _____, _____.

By: _____
Signature of Authorized Official

Title of Authorized Official

**CERTIFICATION OF UTILIZATION OF
DISADVANTAGED BUSINESS ENTERPRISES**

The undersigned, as authorized representative of the Proposer, agrees to accept the terms and conditions of Section D and commits to carrying out the DBE contracting arrangements specified in the Schedule of DBE Participation.

Signature _____

Title _____

Date _____

NATIONAL DEFENSE AUTHORIZATION ACT TELECOMMUNICATIONS

VENDOR hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits the Agency from procuring certain “covered telecommunications equipment or services,” as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition. VENDOR represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to the Agency that would cause the Agency to be in violation of the prohibition contained in the Act.

By: _____
Signature of Authorized Official

Title of Authorized Official

Letter of Intent to Perform as a DBE Contractor or Subcontractor

To: _____
Name of Prime/General Proposer

25-01
MATA RFP Number

Address of Prime/General Proposer

City/State/Zip

The undersigned DBE intends to perform work in connection with the above project as (check one):

[] An Individual; [] A Corporation; [] Partnership; [] A Joint Venture

The undersigned DBE is prepared to perform the following described work in connection with the above project (specify in detail the particular work, items or parts thereof to be performed:

at the following price \$_____. This price equals _____% of the total proposal price or contract to be awarded to the prime proposer.

Work or Items by Subcontractor	Projected Commencement Date	Projected Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

DBE Business Name

Signature of Authorized DBE Representative

Certification # / State of Certification

Expiration Date of Certification

Address

Date

City/State/Zip

Phone Number Fax Number

No agreement has been entered into between the above-named Prime Proposer and the DBE subcontractor wherein the above-named DBE subcontractor has promised not to provide subcontracting quotations to other proposers.

Date

Name of Prime or General Proposer

Signature of Authorized Representative

SCHEDULE OF DBE PARTICIPATION

NAME OF DBE FIRM	ROLE IN PROJECT (P, JV, S)	SERVICES TO BE PERFORMED	% OF TOTAL PROJECT COST
TOTAL			

P = Prime Contractor
 JV = Joint Venture
 S = Subcontract

NO RESPONSE

PLEASE EITHER PRINT OR TYPE INFORMATION ON THIS FORM

TO: Memphis Area Transit Authority (MATA)

Our company is submitting a "NO RESPONSE" on RFP# 25-01 GO901 Ticket Vending Machines for the reason indicated below.

- () Product or service is not available.
- () Cannot provide required bonds.
- () Other obligations - cannot make deadline.
- () Other (please explain below)

FROM:

Name of Company: _____

Representative: _____

Address: _____

Phone Number: _____

Signature: _____

- () Please keep our name on the Proposer's list for this item.
- () Please remove our name from the Proposer's list for this item.

**FAILURE TO RETURN EITHER A PROPOSAL OR THIS FORM
MAY RESULT IN REMOVAL FROM THE PROPOSER'S LIST.**

SECTION D

**UTILIZATION OF DISADVANTAGED BUSINESS
ENTERPRISES**

Utilization of Disadvantaged Business Enterprises

1. Policy and Terms

- a. It is the policy of the Memphis Area Transit Authority (MATA) that Disadvantaged Business Enterprises (DBE) as defined in the United States Department of Transportation (USDOT) Regulation 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.
- b. MATA has established a DBE participation goal for this project which is stated in Section A.
- c. The DBE participation goal shall be expressed as a percentage of the total Contract price. The Proposer may also meet the goal by showing good faith efforts to meet the goal as described in 49 C.F.R. Part 26 and as set forth in Section D. Any evidence of good faith efforts must be submitted with the sealed Proposal or the Proposal will be rejected in its entirety.
- d. The DBE participation goal shall apply to the total dollar value of this contract, inclusive of all amendments, modifications, and change orders. The Proposer agrees to make its best efforts to include DBE participation in any contract modification work.
- e. The goal may be met, as further explained in Section D hereof, by the Proposer's status as a DBE, by a joint venture with one or more DBEs, by subcontracting a portion of the work to one or more DBEs, by the purchase of materials used in the performance of the contract from one or more DBEs or by any combination of the above or through a showing of good faith efforts as defined in Section D hereof.
- f. A Proposer who fails to meet the DBE goal and fails to demonstrate sufficient good faith efforts shall not be eligible to be awarded the contract. All documentation of good faith efforts by a Proposer must be included in the envelope or package containing the Proposal.
- g. MATA prohibits agreements between a Proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other Proposers.

2. Definitions

- a. Disadvantaged Business Enterprise (DBE) means a small business concern (a) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly-owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- b. "Good Faith Efforts" means efforts to achieve a DBE contract goal as specified in 49 C.F.R., Part 26 and Section D hereof.
- c. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Proposers may develop joint venture agreements as an instrument to provide participation by DBEs in contract work. A joint

venture seeking to be credit for DBE participation may be formed among DBE firms or between a DBE firm and non-DBE firm.

- d. “Small Business Concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, including Title 13 C.F.R., Part 121, except that a small business concern shall not include any concern or group of concerns controlled by the small socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$16.6 million over the previous three (3) fiscal years, as such figure may thereafter be adjusted by the Secretary of the DOT.
- e. “Socially and Economically Disadvantaged Individuals” means any individual who is a citizen of the United States (or lawfully admitted permanent residents) and who is in the following groups, the members of which are rebuttably presumed to be socially and economically disadvantaged:
 - 1. "Black Americans" (which includes persons having origins in any of the black racial groups of Africa);
 - 2. "Hispanic Americans" (which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race);
 - 3. "Native Americans" (which includes persons who are American Indians, Eskimos, Aleuts, or native Hawaiians);
 - 4. "Asian-Pacific Americans" (which includes persons whose origins are from Japan, China, Taiwan, Korea, Laos, Cambodia (Kampuchea), the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific (Republic of Palau), and the Commonwealth or the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia or Hong Kong; and
 - 5. "Subcontinent Asian-Indian Americans" which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.
 - 6. Women.
 - 7. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such time as the SBE designation becomes effective.
- f. “USDOT” or “DOT” refers to the U.S. Department of Transportation.

3. Counting DBE Participation Toward the Contract Goal

The inclusion of any DBE by the Proposer in its Proposal documents shall not conclusively establish the Proposer's eligibility for full DBE credit for the firms' participation in the contract. The Compliance Officer, DBE Program, will determine the amount of DBE participation credit based upon an analysis of the specific duties, which will be performed by the DBE.

The Proposer may count toward its DBE goal only expenditures to firms which are currently certified by the Uniform Certification Agency or the Tennessee Department of Transportation and which perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a distinct element

of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.

To evaluate whether the firm is performing a commercially useful function, the Compliance Officer, DBE Program will evaluate the amount of work subcontracted, industry practices, and other relevant factors. The Compliance Officer, DBE Program reserves the right to deny or limit DBE credit to the Proposer where any DBE is found to be engaged in substantial pass-through activities with others.

DBE participation shall be counted toward the DBE goal in the contract as follows:

- a. Once a DBE is determined to be eligible in accordance with these rules, the total dollar value of the contract awarded to the DBE may be counted toward the DBE goal except as follows:
- b. A Proposer may count toward its DBE goal that portion of the total dollar value of a contract with an eligible joint venture equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces.
- c. Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE prime contractor subcontracts more than thirty percent (30%) or a significantly greater portion of the work of the contract that would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. Evidence may be presented by the Proposer involved to rebut this presumption.
- d. When a DBE subcontracts a part of the work under the contract to another firm, the value of the subcontracted work may only be counted towards the DBE goal if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goal.
- e. The Proposer may count one hundred percent (100%) of its expenditures for materials and supplies required under the contract and which are obtained from a DBE manufacturer toward the DBE goal. The Proposer may count sixty percent (60%) of its expenditures for materials and supplies under the contract obtained from a DBE regular dealer towards its DBE goal. The terms "manufacturer" and "regular dealer" are defined in 49 C.F.R. Part 26.55(e)(1)(ii) and (2)(iii).
- f. The Proposer may count towards its DBE goal expenditures to DBEs which are not manufacturers or regular dealers, such as fees or commissions charged for services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies and transportation charges as set forth in 49 C.F.R. Part 26. However, the Compliance Officer, DBE Program must determine the fee or charge to be reasonable and not excessive as compared with fees or charges customarily allowed for similar services.
- g. Proposer must use good business judgment when negotiating with subcontractors and take a DBE's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using DBE firms is not sufficient reason to fail to meet the DBE goal set forth in the contract, as long as such costs are reasonable.

4. DBE Substitutions

- a. Arbitrary changes by the Contractor of the commitments previously indicated in the Schedule of DBE participation are prohibited. No changes may be made to the DBE firms listed on this schedule after the opening of Proposals but prior to contract award. Further, after entering into each approved DBE subcontract, the Contractor shall neither terminate the subcontract,

nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without receiving prior written approval of the Compliance Officer, DBE Program. Such approval is required even if the DBE agrees with the change to the DBE's contract desired by the Contractor.

- b. It may become necessary, at times, to substitute a new subcontractor in order to complete the contract work. The substitution procedure to be followed is:
1. The Contractor must immediately notify the Compliance Officer, DBE Program, in writing, of the proposed substitution of subcontractor. The Contractor's notification must include the specific reasons it intends to reduce the scope of or terminate a DBE subcontract; adequate documentation to support the Contractor's proposed action; and a proposed substitute firm to complete the DBE's portion of work.
 2. The following is a non-exclusive list of the types of reasons, which justify substitution: the DBE was found not to be able to perform, or not to be able to perform on time; the DBE's work product was not acceptable; the DBE demands an unreasonable escalation of its price.
 3. The following is a non-exclusive list of the types of reason which do not justify substitution: a replacement firm has been recruited by the Contractor to perform the same work under more advantageous terms; performance issues by the DBE were disputed and every reasonable effort to have the dispute resolved or mediated has not been taken; the DBE has requested a reasonable price escalation which may be justified due to unforeseen circumstances (e.g. a change in scope of DBE's work).
 4. If the subcontractor to be substituted for the DBE is not a DBE, the Contractor must show adequate good faith efforts as set forth in Section D hereof.
 5. The Contractor's request for approval of a substitution must include the name, address, and principal official of the proposed substitute subcontractor and the dollar value and scope of work of the proposed subcontract. If the new subcontractor is a DBE, all DBE affidavits and documents required by the contract shall be attached.
 6. MATA will evaluate the submitted documentation and respond within ten (10) business days to the request for approval of a substitution. MATA's response may approve the request, seek more information, request an interview to clarify the problem or reject the proposed DBE substitution, with the reasons for the rejection stated in MATA's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, MATA will respond as soon as practicable.
 7. Actual substitution by the Contractor may not be made prior to MATA approval. Once notified of MATA approval, the substitute subcontract must be executed within five (5) business days, and a copy submitted to the Compliance Officer, DBE Program.

5. **Good Faith Efforts**

In order to be responsive, a Proposer must make good faith efforts to meet the DBE participation goal set forth in the contract. The Proposer must document the good faith efforts it made in that regard. Thus, the Proposal submitted to MATA must be accompanied by written documentation prepared by the Proposer evidencing all of its reasonable good faith efforts toward fulfilling the goal. These efforts must be active steps, ones that could reasonably be expected to lead to sufficient DBE participation to meet the contract DBE participation goal. Mere *pro forma* efforts are not acceptable and will be rejected by the Compliance Officer, DBE Program.

Good Faith Efforts require that the Proposer consider all qualified DBEs, who express an interest in performing work under the contract. This means that the Proposer cannot reject a DBE as unqualified unless the Proposer has sound reasons based on a thorough investigation of the DBE's capabilities. Further, the DBE's standing within its industry, membership in specific groups, organizations or associations and political or social affiliation (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the Contractor's efforts to meet the contract DBE participation goal.

The following are illustrative of factors, which will be considered in judging whether or not the Proposer has made adequate good faith efforts:

- a. Attendance at any pre-Proposal meetings that were scheduled by MATA to inform DBEs of participation opportunities.
- b. Advertisement in general circulation, trade association, or minority and female-focused media concerning participation opportunities. Adequate time for advertisement and sufficient DBE response will be considered.
- c. Written notification to a reasonable number of specific DBEs that their participation in the contract is solicited in sufficient time to allow them to participate effectively.
- d. Follow-up of initial solicitations of interest by contacting DBEs to determine with certainty if they were interested.
- e. Documentation of efforts to negotiate with DBEs for specific sub-contracts including at a minimum:
 - i. The names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contract.
 - ii. A description of the information provided to the DBEs regarding the plans and specifications for portions of the work to be performed.
 - iii. A statement explaining why additional agreements with DBEs were not reached.
- f. For each DBE the Proposer contacted but rejected as unqualified, the reason for the Proposer's conclusion. This may include documentation of price comparisons. Receipt of a lower quotation from a non-DBE will not in itself excuse a Proposer's failure to meet the contract goal.
- g. Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the Proposer or MATA.
- h. Documentation of efforts to utilize the service of available minority community organizations or other organizations that provide assistance in the recruitment and placement of qualified DBEs.
- i. Documentation that the Proposer selected portions of the work likely to attract DBE participation (including dividing contracts into economically feasible units to facilitate participation).
- j. Evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the contract, and that such information was communicated in a timely manner.

Any Proposer which MATA determines to have failed to fulfill the obligations of this section will be deemed non-responsible and will not be eligible for contract award.

MATA will not award a contract to any Proposer who does not meet the contract DBE participation goal or show good faith efforts to meet the goal. Thus, it is essential that all Proposers submit ALL relevant documentation concerning the DBE goal and/or good faith efforts in the envelope or package containing their sealed Proposal.

6. Procedure to Determine Proposer Compliance

The Proposer must complete and sign the Letter of Intent to Perform as a DBE. The Letter of Intent must also be signed by any DBEs (prime or subcontractor). A separate Letter of Intent must be included for each DBE included in the Proposal. It MUST be submitted with the sealed Proposal. In addition, any documentation evidencing the Proposer's good faith efforts to meet the contract DBE goal must be submitted with the Proposal. Any Proposals submitted without a completed and executed Letter of Intent and/or evidence of good faith efforts, if applicable, will be deemed non-responsive and will be rejected by MATA.

a. Letters of Certification

1. A copy of each proposed DBE firm's current Certificate of Certification from the Uniform Certification Agency or the Tennessee Department of Transportation (TDOT) should be attached to the Letter of Intent to Perform as a DBE. **A firm which is in the process of certification or which is not currently certified at the date the proposals are due cannot be counted as a DBE as set forth in 49 CFR Part 26.55.**
2. All DBEs are certified to perform work in a specific specialty or specialties. The DBE firm's scope of work set forth on the Letter of Intent and Schedule of DBE Participation must conform to its stated area of specialization.

b. Joint Ventures

1. Where the Proposer proposes to include in its Proposal a DBE, which is a joint venture, the Proposer must submit a fully executed copy of the joint venture agreement with its Proposal. The joint venture agreement must show that the DBE firm will be responsible for a clearly defined portion of the work to be performed, and that the DBE firm's capital contribution, control, management, risks and profits are commensurate with its ownership interest.

Further, the proposed joint venture agreement shall include specific details related to: 1) contributions of capital and equipment; 2) work items to be performed by the DBEs own forces; 3) work items to be performed under the supervision of the DBE; 4) the DBE management, supervisory and operating personnel to be dedicated to the performance of the project; and 5) the authority of each joint venture to contractually obligate the joint venture and to expend funds.

Failure to submit a copy of the joint venture agreement will cause the firm to be considered by MATA to be non-responsible.

7. Reporting Requirements During the Term of the Contract

- a. The Proposer shall, within five (5) business days of contract award, or prior to any work being performed, execute formal subcontracts or purchase orders with the DBE firms included in the Proposal. These written agreements shall be made available to the Compliance Officer upon request. All contracts between the Proposer and its subcontractors must contain a prompt payment clause as set forth in Section 8 herein.

- b. During the term of the contract, the Proposer shall submit regular “DBE Participation Report” in a form acceptable to MATA. The frequency with which these reports are to be submitted will be determined by the Compliance Officer but in no event will reports be required less frequently than quarterly. In the absence of written notice from the Compliance Officer, the Proposer’s first “DBE Participation Report” will be due sixty (60) days after the date of contract award, with additional reports due monthly thereafter.
- c. The address for the Compliance Officer, DBE Program, is: MATA, Attn: Chief Compliance Officer, ADA / DBE Administration, 1370 Levee Road, Memphis, TN 38108.

8. Prompt Payment to Subcontractors

- a. Prime Contractors are required to pay all subcontractors, both DBE and non-DBE, for all work which the subcontractor has satisfactorily completed, no later than ten (10) business days after the prime Contractor received payment from MATA.
- b. In addition, all retainage amounts must be returned by the prime Contractor to the subcontractor no later than fourteen (14) business days after the subcontractor has satisfactorily completed its portion of the contract work.
- c. A delay or postponement of payment to the subcontractor requires good cause and prior written approval of the Compliance Officer and the Project Manager.
- d. All prime Contractors are required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- e. MATA will not reimburse Contractors for work performed unless and until the prime Contractor ensures that the subcontractors are promptly paid for the work they have performed to date as evidenced by the submittal of the “DBE Subcontractor Payment Status Report” with canceled checks/wire transfers as supporting documentation.
- f. MATA will consider failure to comply with these prompt payment requirements a contract violation, which may lead to any remedies permitted under law, including but not limited to, contract debarment.

ATTACHMENT 1

GENERAL CONTRACT PROVISIONS

**MEMPHIS AREA TRANSIT AUTHORITY (MATA)
GENERAL CONTRACT PROVISIONS**

1. Non-Collusion - The Bidder guarantees that the Bid submitted is not a product of collusion with any other Bidder and no effort has been made to fix the Bid price of any Bidder or to fix any overhead, profit, or cost element of any Bid price. An Affidavit of Non-Collusion, as per attached format, must be signed and submitted with Bid. (Exhibit I).
2. Bid Acceptance - Each Bid will be submitted with the understanding that the acceptance, in writing by purchaser of the offer to furnish any or all of the items described herein, shall constitute a Contract between the Bidder and the purchaser, which shall bind the Bidder on his part to furnish and deliver at his Bid price and in accordance with said accepted Bid and specifications.
3. Pricing - The price to be quoted in any Bid submitted shall include all labor, materials, tools, equipment, and other costs necessary to fully complete the project in accordance with the specifications. Anything omitted from such specifications which is clearly necessary for the completion of the item and its appurtenances shall be considered a portion of such Bid item although not directly specified or called for in these specifications. All material shall be new and in no case will used, reconditioned, or obsolete material be accepted unless otherwise specified. Bidder should note discounts, if any. Freight charges must be included in Bid price.
4. Terms of Payment - Payment for the specified items shall be net 30 days after approval of an acceptable invoice. Bidder should note any discounts for payment before 30 days.
5. Acceptance of Material - If the item is not acceptable; MATA will furnish a letter of non-acceptance detailing the deficiencies within 30 days after delivery. Acceptance of delivery of an item shall not release the CONTRACTOR from liability for faulty workmanship or materials appearing even after final payment has been made.
6. Approved Equal -
 - a. In all cases, materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equal" to follow.
 - b. Any unapproved deviations, exceptions, substitutions, alternates, or conditional qualifications contained in a Bid may be cause for its rejection.
 - c. If a potential Bidder feels that his product is an equal to the product specified, he must submit a written request to MATA.
 - d. Requests for approved equals, clarification of specifications, and protest of specifications must be received by **MATA, IN WRITING, NO LATER THAN 11:00 A.M. FRIDAY, SEPTEMBER 20, 2024, TO ALLOW ANALYSIS OF THE REQUEST.** Any request for an approved equal or protest of the specifications must be fully supported with catalog information, specifications, and illustrations or other pertinent information as evidence that the substitute offer is equal to or better than the specifications' requirement. Where an approved equal is requested, the CONTRACTOR must demonstrate the quality of his product to the Authority and must furnish sufficient information to enable the Authority to determine whether the CONTRACTOR's product is or is not equal to that specified. Such requests may be emailed to Ashley Best at abest@matatransit.com.
 - e. MATA's replies to requests under paragraph (d) above will be post-marked at least 14 days before the due date for submitting Bids.
 - f. A notice of approved equals shall be furnished to all parties receiving specifications so that all Bidders may prepare their Bid accordingly.
 - g. Appeal from the decisions of MATA to approve or disapprove approved equal status shall be submitted in writing to the Chief Executive Officer, MATA, 40 S. Main Street, Suite 1200, Memphis, TN 38103, not later than five days from the date of MATA's decision. The appeal

shall, at a minimum, identify the decision in question, specify all reasons why the appealing party disagrees with the decision, and shall include all facts and justification, including technical information, in support of its position. The Chief Executive Officer may request additional information from the appealing party, and information or a response from the Bidders, which shall likewise be submitted in writing to the Chief Executive Officer not later than 10 days from the date of MATA's request. So far as practicable, appeals will be decided upon the basis of the written appeal, information and written response submitted by the appealing party and other Bidders; all parties are urged to make written submissions as complete as possible. Failure of any party to timely respond to a request for information may be deemed by MATA that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response; and, in such event, the appeal will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent investigation deemed appropriate by MATA, the Chief Executive Officer shall either (a) render a decision which shall be final and advise all interested parties of same in writing, or (b) at the sole election of the Chief Executive Officer, conduct an informal hearing at which the interested participating parties will be afforded an opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedure. Following the informal hearing, the Chief Executive Officer shall render a decision, which shall be final and advise all interested parties thereof in writing.

h. Changes in the specifications will be made by written addendum by MATA and will be forwarded to all persons and firms to whom Bid documents have been furnished.

7. Bid Withdrawal -

a. Each and every Bidder who submits his Bid specifically waives any right to withdraw it except as hereinafter provided. Bidders will be given permission to withdraw any Bid after it has been deposited with MATA, provided any Bidder makes its request by telephone, or in writing, 24 hours before the time Bids are due. Requests pertaining to withdrawals by telephone must be confirmed in writing by the Bidder and must reach the Office of the Chief Executive Officer of MATA not later than one hour prior to the time fixed for submission of Bids.

b. No Bidder may withdraw his Bid within 90 days after the date Bids are due.

8. Bid Rejection - MATA reserves the right to waive any minor Bid informalities or irregularities received which do not go to the heart of the Bid or prejudice other Bidders, or to reject, for good and compelling reasons, any and all Bids submitted. Conditional Bids, or those, which take exception to the specifications, may be considered non-responsive and may be rejected.

9. Tax Exemption – MATA is exempt from payment of all Federal, State, and local taxes in connection with the project. Said taxes must not be included in Bid prices. MATA will provide necessary tax exemption certificate to manufacturer, if requested.

10. Bid Evaluation -

a. Consideration will be given to Bidder's previous experience, price, financial responsibility of Bidder, responsiveness to these specifications, including level of participation of DBEs.

b. Bidders may be required to submit duplicate sworn statements of their financial responsibility, technical qualifications, and performance record before a Contract can be awarded to them.

c. MATA reserves the right to award Bids singularly or collectively on any of the Bid items.

d. The Contract shall be awarded according to Section 5.0 of Section A.

11. Bid Price Form - If MATA includes a Bid Price Form in the IFB, Bids must be submitted on the form provided. Each item should be listed separately on the form. Bids submitted in any other form may be considered non-responsive and may be rejected. Bids may be submitted on any or all items in this Bid request.

12. Protest Procedures - Protests may be made by prospective Bidders whose direct economic interest would be affected by the award of a Contract, or by failure to award a Contract. MATA will consider all protests requested in a timely manner regarding the award of a Contract, whether submitted before or after an award. All protests are to be submitted in writing to the Contracting Officer, Memphis Area Transit Authority, 40 S. Main Street, Suite 1200, Memphis, TN 38103. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protests must include at least the following information:

1. Name, address, and telephone number of protestor.
2. Identification of the solicitation or Contract Number.
3. A detailed statement of the legal and factual grounds of protest, including copies of relevant documents.
4. A statement as to what relief is requested.

Protests must be submitted to MATA in accordance with these procedures and time requirements. Protests must be complete and contain all issues that the protestor believes relevant.

- a. Bid protests alleging restrictive specifications or improprieties which are apparent prior to bid closing time or receipt of bids must be submitted in writing to the Contracting Officer and must be received seven days prior to Bid closing time or receipt of Bids. If the written protest is not received by the time specified, Bids may be received, and award may be made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protests not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or a response from other Bidders, which shall likewise be submitted in writing to the Contracting Officer not later than ten days from the date of MATA's request. So far as practicable, appeals will be decided upon the basis of the written appeal, information, and written response submitted by the appealing party and other Bidders; all parties are urged to make written submissions as complete as possible. Failure of any party to timely respond to a request for information may be deemed by MATA that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response; and, in such event, the protest will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent investigation deemed appropriate by MATA, the Contracting Officer shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested participating parties will be afforded an opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not subject to formal rules or evidence or procedures. Following the informal hearing, the Contracting Officer shall render a decision, which shall be final and advise all interested parties thereof in writing but no later than 10 days from the date of the informal hearing.
- b. Bid protest against the making of an award by the MATA Board must be submitted in writing to the Contracting Officer and received by the Contracting Officer within seven days of the award by the MATA Board. The process for resolving protests listed above in Section (a) will be followed for any protest received under this section.

Notice of the protest and the basis therefore will be given to all prospective Bidders. In addition, when a protest against the making of an award by the MATA Board is received and it is determined to withhold the award pending disposition of the protest, the Bidders whose Bids might become eligible for award shall be requested before expiration of the time for acceptance, to extend or withdraw the Bid.

Where a written protest against the making of an award is received in the time specified, award will not be made prior to seven days after resolution of the protest unless MATA

determines that:

1. The item(s) to be procured or service to be performed is urgently required.
2. Delivery or performance will be unduly delayed by failure to make award promptly;
or,
3. Failure to make award will otherwise cause undue harm to MATA or the Federal Government.

- c. Protests made after contract award shall be received no later than seven calendar days afterwards. Protests received after award will be reviewed by the Contracting Officer and MATA's General Counsel.

In instances where the award has been made, the CONTRACTOR shall be furnished with the notice of the protest and the basis therefore. If the CONTRACTOR has not executed the Contract as of the date the protest is received by MATA, the execution of the Contract will not be made prior to seven days after resolution of the protest unless MATA determines that:

1. The item(s) to be procured or service to be performed is urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly;
or,
3. Failure to make award will otherwise cause undue harm to MATA or the Federal Government.

The process for resolving protests listed above in Section (a) will be followed for any protest received under this section.

- d. Appeals and requests for reconsideration of the determination of the Contracting Officer of protests under (a), (b) and (c) must be submitted to the Chief Executive Officer and received within seven days after the date of the written determination by the Contracting Officer. The Chief Executive Officer may request additional information from the appealing party and information or a response from other Bidders, which shall likewise be submitted in writing to the Chief Executive Officer not later than 10 days from the date of MATA's request. So far as practicable, appeals will be decided upon the basis of the written appeal, information, and written response submitted by the appealing party and other Bidders; all parties are urged to make written submissions as complete as possible. Failure of any party to timely respond to a request for information may be deemed by MATA that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response; and, in such event, the appeal will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent investigation deemed appropriate by MATA, the Chief Executive Officer shall either (a) render a decision, or (b) at the sole election of the Chief Executive Officer, conduct an informal hearing at which the interested participating parties will be afforded an opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, the Chief Executive Officer shall render a decision, which shall be final and advise all interested parties thereof in writing but no later than 10 days from the date of the informal hearing.

- e. Under certain limited circumstances, an interested party may protest to the Federal Transit Administration (FTA) the award of a Contract pursuant to an FTA grant. FTA's review of any protest will be limited to:

1. Alleged failure of MATA to have written protest procedures or alleged failure to follow such procedures.
2. Alleged violations of a specific Federal requirement that provides an applicable

complaint procedure, which shall be submitted and processed in accordance with that Federal regulation.

- f. Protestors shall file a protest with FTA not later than five working days after a final decision of MATA's Chief Executive Officer is rendered under the MATA protest procedure. In instances where the protestor alleges that MATA failed to make a final determination on the protest, the protestor shall file a complaint with FTA not later than five Federal working days after the protestor knew or should have known of MATA's failure to render a final determination on the protest.
 - g. Submission of Protest to FTA
 - 1. Protests shall be filed with the appropriate FTA Regional Office with a concurrent copy to MATA.
 - 2. The protest filed with FTA shall:
 - (i) Include the name and address of the protestor.
 - (ii) Identify MATA project number and the number of the Contract Solicitation.
 - (iii) Contain a statement of the grounds for the protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.
 - (iv) Include a copy of the local protest filed with MATA and a copy of the MATA decision, if any.
13. Correspondence -The Bidder is required to show on all correspondence with MATA and FTA, the following: RFP No. 25-01 communication with MATA should be forwarded directly to Ashley Best, Sr. Contract Administrator at MATA, 40 S. Main Street, Suite 1200, Memphis, TN 38103 or emailed to abest@matatransit.com.
14. Contract Subletting - No Contract may be assigned, sublet, or transferred without the written consent of MATA.
15. Miscellaneous -
- a. CONTRACTOR warrants that it has not been paid any bonus or commission for the purpose of obtaining this Contract.
 - b. Except as otherwise set forth herein, this Contract shall be governed and construed in accordance with the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this Contract shall be instituted and litigated in the courts of the State of Tennessee located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee, located in Shelby County, Tennessee.
 - c. The failure of MATA at any time to insist upon a strict performance of any terms, conditions, and covenants herein shall not be deemed a waiver of any subsequent breach or default of the terms, conditions, and covenants herein contained.
 - d. CONTRACTOR shall not assign any interest or obligation in this Contract, and CONTRACTOR shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of MATA.
 - e. Any proposed change or modification of this Contract shall be submitted in writing to MATA for its prior approval. All changes shall be by written agreement of MATA and CONTRACTOR.
 - f. The CONTRACTOR acknowledges that MATA is managed and operated by RATP Dev. (RATP). The CONTRACTOR shall cooperate with and abide by the instructions of MATA and RATP personnel.

16. Extent of Agreement -

- a. The Bid submitted by the CONTRACTOR is incorporated herein by reference as fully set forth verbatim herein. In the event of conflict between this Contract and Bid, the provisions of this Contract shall control.
- b. This Contract, except as set forth in the preceding paragraph, represents the entire and integrated Agreement between MATA and the CONTRACTOR, and supersedes all prior negotiations, statements, instructions, and representations or agreements, whether written or oral. This Contract may not be modified, amended, or assigned except by written agreement duly signed by both parties.
- c. At the election of MATA, the invalidity or illegality of any provisions of this Contract, other than arising from the fiscal inability of MATA to pay the compensation due to the CONTRACTOR as same becomes due, as determined by a court of last resort of competent jurisdiction, shall not affect the validity of the remainder of this Contract, and this Contract shall remain in full force and effect as if such illegal or invalid provisions were not contained herein.

17. Compliance with Applicable Law -

- a. In the performance of its obligations pursuant to this Contract, the CONTRACTOR shall comply with all applicable provisions of Federal, State, and local law in any manner effecting the conduct of the work and all prohibitive orders and instructions issued by the State and Federal Government regarding fortifications, military, and naval establishments and other areas.
- b. To accommodate changing Federal requirements, the CONTRACTOR agrees that Federal requirements may change, and the changed requirements will apply to the project as required, unless the Federal Government determines otherwise. All standards or limits within FTA's Master Agreement are minimum requirements, unless modified by FTA.
- c. The CONTRACTOR agrees to comply with FTA Circular 4220, "Third Party Contracting Requirements", any revisions or replacement thereof, and applicable Federal regulations or requirements, including FTA third party contracting regulations when promulgated.

18. Audit and Inspection -

- a. The CONTRACTOR shall permit MATA, the Secretary, and Comptroller General of the United States or any of their duly authorized representatives access to all CONTRACTOR records as they request for audits and inspections related to any Contract not awarded on the basis of competitive procurement procedures for a capital or improvement project, as needed for compliance with 49 U.S.C § 5325(a). The CONTRACTOR shall permit said persons to inspect all work materials, payrolls, and other data with regard to the project, and to audit the books, records, and accounts pertaining to such Contracts with regard to the project. The CONTRACTOR shall provide sufficient access to contract records as needed for compliance with federal regulations or to assure proper project management as determined by FTA.
- b. The CONTRACTOR shall maintain documentation for all charges against MATA under this Contract. The books, records, and documents of the CONTRACTOR, insofar as they relate to work performed or money received under the Contract, shall be maintained in conformity with generally accepted accounting principles for a period three full years from the date of final payment, and shall be subject to audit, at any reasonable time upon reasonable notice, by MATA, the State of Tennessee or the Comptroller of the Treasury or their duly appointed representatives, or a licensed independent public accountant. Further, the records shall be maintained for a period not less than that recommended in the Uniform Manual for Development Districts of Tennessee, published by the Comptroller of the Treasury, State of Tennessee, but not less than three years from the date of final payment.
- c. In the event any Federal or State agency audits MATA, the CONTRACTOR shall provide whatever records, information, and assistance as MATA may reasonably require.

- d. The CONTRACTOR shall provide information and assistance requested by MATA for progress reports required of MATA by Federal or State Government, or agencies.
19. Equal Employment Opportunity - In the performance of its duties hereunder, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of disability, race, color, age, creed, sex, religion or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their disability, race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall insert the foregoing provisions (modified only to show the particular contractual relationship) in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
20. Interests of Federal and State Governmental Officials -
- a. No member of 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 part of the proceeds hereof shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to MATA in connection with any work contemplated or performed relative to this Contract.
21. Environmental Requirements -
- a. Environmental Protection. The CONTRACTOR agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* Consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- b. Air Quality. The CONTRACTOR agrees to comply with all applicable regulations, standards, or orders implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* as follows:
1. The CONTRACTOR agrees to comply with applicable requirements of U.S. Environmental Protection Agency (EPA) regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act", 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, the CONTRACTOR agrees to implement each air quality mitigation and control measure incorporated in the Project. The CONTRACTOR agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.
 2. U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the CONTRACTOR should be aware that the following U.E. EPA regulations may apply to its Project: "Control of Air Pollution from Motor-Vehicles and Motor-Vehicle Engines", 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

3. The CONTRACTOR agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.
- c. Clean Water. 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.* Among other things:
 1. The CONTRACTOR agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300h *et seq.*
 2. The CONTRACTOR agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans", 42 U.S.C. § 7606 note.
 - d. Use of Public Lands. The CONTRACTOR agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from a historic site of national, State, or local significance may be used for the Project unless the FTA makes the specific findings required by 49 U.S.C. § 303.
 - e. Wild and Scenic Rivers. The CONTRACTOR agrees to comply with the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 *et seq.* relating to protecting components of the national wild and scenic rivers system.
 - f. Coastal Zone Management. The CONTRACTOR agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 *et seq.*
 - g. Wetlands. The CONTRACTOR agrees to comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. § 4321 note.
 - h. Floodplains. The CONTRACTOR agrees to comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management" 42 U.S.C. § 4321 note.
 - i. Endangered Species. The CONTRACTOR agrees to comply with the protections for endangered species of the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 *ET seq.*
 - j. Historic Preservation. The CONTRACTOR agrees to facilitate compliance with Federal historic and archaeological preservation requirements of Section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a-l *et seq.* as follows:
 1. In accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, MATA agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA of any such properties that will be affected.
 2. The CONTRACTOR agrees to comply with all Federal requirements to avoid or mitigate adverse effects on those historic properties.
 - k. Environmental Justice. The CONTRACTOR agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations

and Low-Income Populations,” 42 U.S.C. § 4321 note.

- I. Mitigation of Adverse Environmental Effects. Should the Project cause or result in adverse environmental effects, the CONTRACTOR agrees to take all reasonable steps to minimize those effects as required by 49 U.S.C. § 5324(b), and any other applicable Federal laws and regulations, including 23 C.F.R. Part 771 and 49 C.F.R. Part 622. The CONTRACTOR agrees to implement all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and documents required by 49 U.S.C. § 303) and agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or a record of decision. The CONTRACTOR agrees that those mitigation measures are incorporated by reference and made part of the Contract. As soon as the Federal Government and the CONTRACTOR reach agreement on any deferred mitigation measures, the CONTRACTOR agrees that those measures will then be incorporated by reference and made part of the Contract. The CONTRACTOR agrees that any mitigation measures agreed upon by MATA and the Federal Government may not be modified or withdrawn without the express written approval of the Federal Government.
22. Energy Conservation - The CONTRACTOR shall comply with mandatory energy efficiency standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 *et. Seq.*)
 23. **Patent Rights – (Applicable to Contracts For Planning, Research, Development and/or Demonstration Projects Only)**
 - a. General. If any invention, improvement, or discovery by the CONTRACTOR at any tier of the project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the CONTRACTOR agrees to notify MATA immediately and provide a detailed report in a format satisfactory to MATA.
 - b. Federal Rights. The CONTRACTOR agrees that its rights and responsibilities pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, including any waive thereof. Absent a determination in writing to the contrary by the Federal Government, the CONTRACTOR agrees to transmit to MATA those rights due the Federal Government in any invention, improvement, or discovery resulting from the contract as specified in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 C.F.R. Part 401 (implementing 35 U.S.C. §§ 200 *et seq.*), irrespective of the status of MATA or the CONTRACTOR at any tier of the Project (i.e., a large business, small business, State government or State instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.)
 - c. License Fees and Royalties. FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the CONTRACTOR has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C §§ 200 *et seq.*, which applies to patent rights developed under a research project.
 24. Rights in Data and Copyrights Requirements
 - a. Definition. The term “subject data” used in this Section 23 means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. “Subject data” does not include financial reports, cost analyses, or similar information used for contract administration.

- b. Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the contract:
1. Except for its own internal use, the CONTRACTOR may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the CONTRACTOR authorize others to do so without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
 2. The restriction on publication of Subsection 23.b. (1) of this contract, however, does not apply to a contract with an institution of higher learning.
- c. Federal Rights in Data and Copyrights. MATA and the CONTRACTOR agree to provide to the Federal Government a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the "subject data" described in Subsections 23.c. (1) and 23.c. (2) of this CONTRACT. As used herein, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not provide or otherwise extend to other parties of the Federal Government's license to:
1. Any subject data developed under the contract, whether or not a copyright has been obtained; and
 2. Any rights of copyright to which MATA and/or the CONTRACTOR purchase ownership with Federal assistance.
- d. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies (Planning) Projects. In general, FTA's purpose in providing financial assistance for a special studies (planning), research, development, or demonstration Project is to increase transportation knowledge, rather than limit the benefits of the Project to participants in the Project. Therefore, unless FTA determines otherwise, MATA agrees that, in addition to the rights in data and copyrights of SubSection 23.c of this contract, FTA may make available to MATA or the CONTRACTOR, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in SubSection 23.a of this contract and shall be delivered as the Federal Government may direct. This SubSection 23.d. of this CONTRACT, however, does not apply to adaptations of automatic data processing equipment or programs for MATA's use when the costs thereof are financed with Federal funds for capital projects.
- e. Hold Harmless. Except as prohibited or otherwise limited by State law, upon request by the Federal Government, MATA and the CONTRACTOR agree to indemnify, save, and hold harmless the Federal Government and its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by MATA or the CONTRACTOR of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this contract. MATA nor the CONTRACTOR shall be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.
- f. Restrictions on Access to Patent Rights. Nothing in this Section 23 of this contract pertaining to rights in data shall imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- g. Statutory Requirements to Release Data. To the extent required by U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organization," at 49 C.F.R. § 19.36(d), or by subsequent Federal laws or regulations, MATA and the CONTRACTOR understand

and agree that the data and information submitted to the Federal Government may be required to be released in accordance with the provisions of the Freedom of Information Act (or another Federal statute providing access to such records).

25. Vendor Responsibility - It is the intent of these specifications to provide for goods of first quality and the workmanship must be the best obtainable in the various trades. The design of the goods, which the manufacturer proposes to furnish, must be of substantial and durable construction in all respects. No advantage shall be taken by the Bidder or manufacturer in the omission of any part or detail, which goes to make the product complete and ready for installation and use.

The vendor shall assume responsibility for all materials used in the Bid item whether the vendor manufactures the same or purchased ready-made from a source outside the vendor's company.

26. References - Bidder shall provide with his Bid at least five references for projects similar to that described in this Invitation for Bid. The following must be provided: company name, address and telephone number, fax number, a contact person, and the dates of the contract. The references given should be on contracts within a 12-month period prior to the Bid due date.
27. Delivery - Bids shall provide for delivery of all parts or equipment to MATA, 1370 Levee Road, Memphis, TN 38108, unless stated otherwise in Sections A or B.
28. Delivery Schedule - Hours of delivery shall be any weekday between 8:30 a.m. and 4:00 p.m., unless stated otherwise in Section A or B.
29. Preference for United States Products and Services.

To the extent applicable, the CONTRACTOR agrees to comply with the following U.S. preference requirements:

- a. Buy America. The CONTRACTOR agrees to comply with 49 U.S.C. § 5323(j), FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and implementing guidance FTA may issue. A Buy America certificate (Exhibit II), as per attached format, must be completed and submitted with the Bid or the Bid will be considered non-responsive.

A waiver from the Buy America provision may be sought by MATA if grounds for the waiver exist. Section 165a of the Surface Transportation Assistance Act of 1982 permits FTA's participation in this Contract only if iron, steel and manufactured products used in the Contract are produced in the United States. This applies to procurements of \$150,000 and over.

- b. Cargo Preference—Use of United States-Flag Vessels. The CONTRACTOR agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference—U.S.-Flag Vessels," 46 C.F.R. Part 381, to the extent those regulations apply to the Project. Specifically, the CONTRACTOR agrees:

1. To utilize privately owned United States-Flag Commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates to United States-Flag Commercial vessels.
2. To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, On-Board Commercial Ocean Bill-Of-Lading in English for each shipment of cargo described in paragraph one above to MATA (through the prime CONTRACTOR in the case of subcontractor Bills-of-Lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, DC 20590, marked with appropriate identification of the project.

- c. Fly America. The CONTRACTOR understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in

or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301.131 through 301.143.

30. Debarment, Suspension, and Other Responsibility Matters - Unless otherwise permitted by law, any person that is debarred, suspended, or voluntarily excluded may not take part in a federally covered transaction, either as participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, neither FTA nor MATA may enter into any transaction with such debarred, suspended or voluntarily excluded persons during such period.

A certification process has been established by 49 CFR, Part 29 as a means to ensure that debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project. Each CONTRACTOR and subcontractor must provide to MATA a signed certification in compliance with 49 CFR, Part 29 as part of this Contract. (Exhibit III)

31. Prohibited Interests - No member, officer, or employee of MATA or the City of Memphis during his or her tenure or one year thereafter shall have interests, direct, or indirect in this Contract or the proceeds thereof, or if a conflict, real or apparent, as defined in MATA's Code of Ethics, would be involved.

32. Copeland "Anti-Kickback" Act, as amended. The CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. 874 and 40 U.S.C. 276c, and U.S. Department of Labor (DOL) regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States", 29 C.F.R. Part 3. In addition to other requirements that may apply:

- a. The CONTRACTOR will not induce, 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 that employee is otherwise entitled.
- b. MATA agrees to report every suspected or reported violation of the Copeland "Anti-Kickback" Act or its Federal implementing regulations to FTA.

33. Termination of Contract -

- a. MATA may terminate this Contract without cause by giving fifteen (15) days written notice to the CONTRACTOR thereof and specifying the effective date of termination.

If the Contract is terminated by MATA as provided herein, the CONTRACTOR will be paid for its satisfactory services completed through the date of termination specified by MATA.

- b. If, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this Contract, or shall violate any of the covenants, agreements, or stipulations of this Contract, MATA shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR for such termination and specifying the effective date of such termination. In the event of termination, the CONTRACTOR shall be entitled to just and equitable compensation for any satisfactory work through the date of termination specified by MATA.
- c. In the event of default by the CONTRACTOR, MATA shall be entitled to all of its reasonable expenses, and its costs to include, but not limited to its reasonable attorney's fees incurred by reason of such default.
- d. In addition to the foregoing, MATA reserves the right to cancel any services or portion of services to be provided hereunder upon written notice to the CONTRACTOR specifying the canceled services and the effective date of such cancellation. In the event of such cancellation, the CONTRACTOR shall be compensated for satisfactory work completed and, further, the compensation due to the CONTRACTOR hereunder shall be reduced accordingly effective said cancellation date.

34. Employment of Contractor - MATA hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereafter set forth in connection with the project.
35. Interest of the Contractor - The CONTRACTOR covenants that it 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 services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract no person having any such interest shall be employed.
36. Independent Contractor - The CONTRACTOR is at all times an independent contractor and in no wise shall be deemed to be in joint venture, partnership, or other relationship with MATA.
37. Indemnification - The CONTRACTOR shall indemnify, save, defend, and hold MATA, the City of Memphis, TN, First Transit, Inc. and MTM, their officers, agents and employees free from all losses, damages, claims, and expenses in any wise arising or resulting from the actions and omissions of the CONTRACTOR, its employees, agents, or contractors in the performance of its services hereunder.
38. Cost Analysis - MATA reserves the right to conduct a cost or price analysis for any purchase. MATA may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements or procurements where Bids are received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of the data to determine the effect on Bid prices. MATA may require a pre-award audit, and potential contractors shall be prepared to submit data relevant to the proposed work which will allow MATA to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State, and local regulations. Procurements requiring Bids will be treated as a negotiated procurement and MATA reserves the right to negotiate with a single Bidder and/or all Bidders in the competitive range to achieve a fair and reasonable price. If any of the parties cannot agree upon a negotiated price, MATA reserves the right to reject any or all Bids.

Contract change orders or modifications will be subject to a cost analysis.

39. False or Fraudulent Statements or Claims - The CONTRACTOR acknowledges and agrees that:
 - a. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. Department of Transportation (DOT) regulations "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. Accordingly, by executing the Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make in connection with the Project covered by the Contract. In addition to other penalties that may apply, the CONTRACTOR also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the CONTRACTOR to the extent the Federal Government deems appropriate.
 - b. If it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the CONTRACTOR the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.
40. No Contingency Fees - The CONTRACTOR shall warrant 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 the breach or violation of which warranty MATA shall have the right to annul said Contract without liability or, in its discretion, to deduct from the Contract price or

consideration the full amount of such commission, percentage, brokerage or contingent fee.

41. Excluded Facilities - The CONTRACTOR shall comply with the provisions of 40 CFR Part 15 which prohibit the use of facilities included on the EPA list of violating facilities.
42. Federal Changes - The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA Master Agreement (18) dated October 1, 2011) between Purchaser 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.
43. Lobbying Requirements - Federal regulations require MATA to include certifications from contractors. Accordingly, the CONTRACTOR must sign the attached certification. (Exhibit IV)

By executing this Contract, the CONTRACTOR certifies to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member 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 appropriate 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 CONTRACTOR shall complete and submit Office of Management and Budget Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The CONTRACTOR shall insert the language of this certification in all subcontracts and require that all subcontractors at any tier shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was 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. This applies to procurements of \$100,000 or more.

44. Recycled Products

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

45. No Government Obligation

- a. MATA 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 MATA, 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. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

46. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Master Agreement (18), dated October 1, 2011, 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 this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any MATA requests, which would cause MATA to be in violation of the FTA terms and conditions.

47. Access Requirements for Persons with Disabilities. The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The CONTRACTOR also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- a. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA),"49 C.F.R. Part 37;
- b. U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,"49 C.F.R. Part 27;
- c. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,"36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- d. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services,"28 C.F.R. Part 35;
- e. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,"28C.F.R. Part 36;
- f. U.S. General Services Administration (GSA) regulations, "Accommodations for the Physically Handicapped,"41 C.F.R. Subpart 101-19;
- g. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,"29 C.F.R. Part 1630;
- h. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,"47 C.F.R. Part 64, Subpart F; and
- i. FTA regulations, "Transportation for Elderly and Handicapped Persons,"49 C.F.R. Part 609; and
- j. Any implementing requirements FTA may issue.

48. Disputes, Breaches, Defaults or Other Litigation.

- a. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The Contracting Officer may consult with the Construction Manager if one has been appointed for this project. The decision of the Contracting Officer shall be final and conclusive unless, within 10 days from the receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Chief Executive Officer of MATA. The Chief Executive

Officer shall review the dispute, related documents and the Contracting Officer's Final Decision. The Chief Executive Officer may consult with the Construction Manager and the Contracting Officer. The decision of the Chief Executive Officer shall be final and conclusive unless, within 10 days from the date of the receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Board of the Memphis Area Transit Authority. The decision of the Board or its duly authorized representative for the determination of such appeals shall be final and conclusive unless in proceedings initiated by either party for review of such decision in a court of competent jurisdiction, the Court determines the decision to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. 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.

- b. This Section 48 does not preclude consideration of questions of law in connection with decisions provided for in Paragraph a. above. Nothing in this Contract, however, shall be construed as making final the decisions of the Board or its representative on a question of law.
48. Title VI of the Civil Rights Act of 1964. The CONTRACTOR will comply and will assure the compliance by subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. Section 2000d), the Regulations of DOT issued thereunder, 40 C.F.R. Part 21 and the assurances by MATA pursuant thereto.
 49. Disadvantaged Business Enterprises - To the extent authorized by Federal law, the CONTRACTOR agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subcontractor, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:
 - a. The CONTRACTOR agrees and assures that it shall comply with Section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.
 - b. The CONTRACTOR agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subcontract, lease, third-party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its Contract and shall comply with the requirements of 49 C.F.R. Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subcontracts, leases, third-party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT.
 50. Prompt Payment - The CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from receipt of each payment the prime contractor receives from MATA. The CONTRACTOR agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of MATA. This clause applies to both DBE and non-DBE subcontractors. If the CONTRACTOR determines the work to be unsatisfactory, it must notify MATA's Contracting Officer, Project Manager and DBE Liaison Officer immediately, in writing, and state the reasons. Failure to comply with this requirement will be construed to be a breach of contract and subject to contract termination.
 51. Nondiscrimination in Federal Public Transportation Programs - The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other

participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

52. Contract Work Hours and Safety Standards Act - The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
53. National Intelligent Transportation Systems Architecture and Standards - To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.
54. Seismic Safety (Applicable to Design and/or Construction Contracts Only) - The CONTRACTOR agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, (specifically, 49 C.F.R. § 41.117), and any implementing guidance FTA may issue.
55. Environmental Justice. The CONTRACTOR agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5620.3, "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.
56. Veterans Employment. Recipients and sub-recipients of Federal Financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in Section 2108 of Title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.
57. Program Fraud and False or Fraudulent Statements And Related Acts

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 this 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.

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. chapter 53, the Government reserves

the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two 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.

58. Access to Records and Reports

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

59. Changes to Federal Requirements

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

60. Safe Operation of Motor Vehicles

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

61. Trafficking in Persons

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.

62. Federal Tax Liability and Recent Felony Convictions

- (1) The contractor certifies that it:
 - (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.
- (2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub-agreement.

63. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

- a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement

equipment and services, and to ensure that communications service to users and customers is sustained.

- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

64. Public Transportation Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- 1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- 2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- 3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

65. Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- 1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
- 2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
- 3. Any other federal Charter Service regulations; or
- 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- 3. Any other appropriate remedy that may apply.

66. School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- 1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
- 2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
- 3. Any other Federal School Bus regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

67. Substance Abuse Requirements

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 part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, 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 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

68. Protection of Sensitive and Personally Identifiable Information

Authority - FTA Master Agreement, FY2020 Section 36(c), US DOT Common Rules Applicability - all contracts

Contractor and sub-contractors must implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

69. Walsh-Healey Public Contracts Act

If this Contract is for the manufacture or furnishing of materials, supplies, or equipment in an amount which exceeds or may exceed \$10,000 and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may be hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped worker may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).