MATA

QUESTIONS AND ANSWERS

SUBJECT: INSURANCE BROKER SERVICES

DATE: OCTOBER 27, 2026

PROPOSAL NO.: 110926AB

PROPOSAL DUE: NOVEMBER 9, 2026 **TIME:** 11:00 a.m. C.T.

MATA'S RESPONSES FOLLOW IN BOLD

QUESTION 1

Will MATA permit the selected broker's standard brokerage terms to be incorporated into the final agreement, with a negotiated order-of-precedence provision?

MATA's terms are set forth in its IFB materials, and it cannot agree to unspecified "standard brokerage terms" at this time; although further specified terms or conditions may be considered for incorporation in any resulting contract in MATA's discretion if permissible under law, reasonable, and deemed in its best interest. **QUESTION 2**

Will MATA agree that the contractor indemnity applies only to third-party claims to the extent caused by the broker's negligence, willful misconduct, or material breach, and is subject to an agreed limitation of liability?

MATA's standard indemnification language is set forth in paragraph 37 of its General Contract Provisions; although requested changes or revisions to the final contract language may be considered for incorporation in any resulting contract in MATA's discretion if permissible under law, reasonable, and deemed in its best interest.

QUESTION 3

Will MATA agree to a commercially reasonable aggregate limitation of liability and an exclusion of consequential, incidental, special, and punitive damages?

MATA's terms are set forth in its IFB materials; although requested changes or revisions to the final contract language may be considered for incorporation in any resulting contract in MATA's discretion if permissible under law, reasonable, and deemed in its best interest.

QUESTION 4

Will MATA confirm that clauses identified as applicable only to construction, rolling

stock, transit operations, goods, or research and development are not applicable to insurance brokerage services?

Yes.

QUESTION 5

Can the termination-for-convenience notice be extended from 15 to 60 days, with payment for services performed, committed costs, and mutually agreed transition services?

MATA's terms are set forth in its IFB materials; although requested changes or revisions to the final contract language may be considered for incorporation in any resulting contract in MATA's discretion if permissible under law, reasonable, and deemed in its best interest.

QUESTION 6

Will MATA permit the broker to use affiliates, wholesale brokers, and ordinary-course subcontractors without separate prior consent, provided the broker remains responsible for its contracted services?

As to subcontractors/third parties, all requirements apply and flow down as set forth in RFP110226AB, including *inter alia* the certification(s) as to Federal Tax Liability and Recent Felony Conviction; Debarment, Suspecition, Ineligibility and Voluntary Exclusion; MATA General Contract Provisions, Clauses 43 (Lobbying Requirements); 45 (No Government Obligation); 49-52 (Nondiscrimination, Prompt Payment, and Contract Work Hours and Safety Standards Act); FTA Clauses 1, 11, 14, 16, 20, 24, 26, 27, 32, 34, and 49; and stated federal, state, and local requirements concerning Conflicts of Interest and retaining and making records available for inspection. QUESTION 7

Will audit rights be limited to records directly related to the MATA contract and exclude privileged material, unrelated client information, proprietary methodologies, and information Willis is legally or contractually prohibited from disclosing?

Yes, unless this limitation conflicts with applicable law or MATA's corresponding obligations.

QUESTION 8

Does the fee-only requirement prohibit all insurer-paid or third-party compensation, or does it mean only that MATA's direct brokerage compensation must be stated as a fee?

As set forth in section 4.0 of the Scope of Work, MATA will only consider fee-based proposals.

QUESTION 9

Will MATA agree that future federal requirements apply automatically only where legally mandatory for this brokerage engagement, with an equitable adjustment for material changes affecting cost or scope?

Yes.

QUESTION 10

Will MATA preserve responsibility for payment of earned fees, approved expenses, and committed costs if funding is not appropriated?

The obligation of MATA on all contracts includes those who envision funding through current and successive fiscal years and shall be contingent upon actual MATA appropriations for the fiscal year(s) involved.

QUESTION 11

Current Insurance Program Summary

Please provide a summary of the current insurance program, including coverage lines, insurers, limits, deductibles or self-insured retentions, policy periods, and annual premiums by coverage line.

See attached summary.

QUESTION 12

Loss History

Please provide five years of currently valued loss runs for all applicable lines of coverage, including Property, General Liability, Auto Liability, Workers' Compensation, Cyber, and Directors & Officers / Employment Practices Liability, if available.

The requested information is presently under internal review and reconciliation in relation to any future policy periods and is, therefore, unavailable.

QUESTION 13

Current Broker Compensation

Please provide the current broker compensation structure, including the annual brokerage fee and any separate consulting, claims, actuarial, or other service fees not included in the brokerage fee.

See previous contract for services dated March 23 2021, from Arthur J. Gallagher and IFB 21-07 documentation dated January 29, 2021, and change

orders provided herewith.

QUESTION 14

Noting that this may seem an overbroad request, could MATA provide at least summary information of the current policies in terms of:

Limits, deductibles, self-insured retentions, premiums, carrier information, and statement of values?

See previous summary document provided.

QUESTION 15

The current coverage list does not include automobile liability coverage, and we assume this is due to reliance on the State's Tort cap, correct?

Yes, in part.

QUESTION 16

The RFP describes a five-year contract beginning in November of 2026, while the current policies renew on August 1. Could you confirm the exact dates we would want our contract to run?

December 1, 2026 - November 30, 2031

QUESTION 17

In the sample contract, (page 93) there is a reference to "Phase I&II" pricing amounts, we assume this is not material/intended to be operative for this RFP. Correct?

Correct.

QUESTION 18

The scope says the broker will process and monitor claims, and says MATA uses TPAs for workers' compensation and auto/general liability. By this, we take it to mean that MATA has separate TPA services where the actual responsibility of adjusting claims resides and is not intended for this scope of work. Correct?

Correct.

Attachment for question 11

Expiring Lines of Coverage	Expiring Year	Prospective Year	Goal / Target	Renewal Premiums		
Line of Coverage - Summary	Premium	Exposure	Premium after market / loss factor	Final Quote	Total Cost	Quote or Policy Notes
Property	$ 287,620.00	123,831,584	$ 292,828.75	278,219.00	278,219.00	TRIA included
Cyber	$ 10,364.00	54,745,078	$ 10,015.01	852.00	852.00	30 day extension to load MFA proc
Excess 10 x 3	$ 312,500.00	2,756,813	$ 350,625.00	322,750.00	322,750.00	3M SIR 5x3 and 5x5
APD	$ 96,874.00	3,791,689	$ 105,894.94	100,688.00	100,688.00	
Defined Perils	$ 65,298.00	20,264,663	$ 57,662.30	50,664.00	50,664.00	Switch to Berkley 10m flood
Terrorism	$ 23,500.00	201,245,522	$ 29,224.71	26,300.00	26,300.00	25m pd / 10m liab
Executive Package	$ 17,987.00	64,590,655	$ 18,346.74	17,987.00	17,987.00	3 year deal to 8/1/2028, Paid annu
WC TPA	$ 47,666.00	1	$ 49,591.71	45,000.00	45,000.00	contract direct with PMA
AJG Fee	$ 65,000.00	1	$ 66,300.00	40,000.00	40,000.00	per contract expires 9/30/26
Felonious Assault	$ 1,975.00	330	$ 1,976.80	1,975.00	1,975.00	1,975 one year
P & C Totals	$ 928,784.00	2,756,813	$ 982,465.95		$ 884,435.00	
Work Comp	$ 127,712.00	32,949,463	$ 142,668.39	132,852.00	132,852.00	
Expiring Lines Total	$ 1,056,496.00	2,756,813	$ 1,125,134.34		$ 1,017,287.00	

MEMPHIS AREA TRANSIT AUTHORITY
SUPPLY AND SERVICE CONTRACT

CONTRACTOR: **Arthur J. Gallagher & Co.**
5500 Maryland Way, Suite 330
Brentwood, TN 37027

CONTRACT NO: **16-09**

CONTRACT DATE: **March 23, 2021**

CONTRACT FOR: **Insurance Broker Services**

CONTRACT PRICE: **Prices are as follows:**

YEAR 1 4/1/2021 – 3/31/2022	YEAR 2 4/1/2022– 3/31/203	YEAR 3 4/1/2023 – 3/31/2024	YEAR 4 4/1/2024– 3/31/2025	YEAR 5 4/1/2024 – 3/31/2025	TOTAL
$ 55,000	$ 60,000.00	$ 62,500.00	$ 65,000.00	$ 65,000.00	$ 307,500.00

PERFORMANCE PERIOD: April 1, 2021 through March 31, 2026

THIS CONTRACT, made and entered into at Memphis, Tennessee on the above date by and between MEMPHIS AREA TRANSIT AUTHORITY (hereinafter called "the AUTHORITY"), party of the First Part, a public transportation system and transit authority organized and existing under and by virtue of the laws of the State of Tennessee and of the City of Memphis, Tennessee, a municipal corporation and the above-named CONTRACTOR, party of the Second Part.

The Authority, pursuant to law, has solicited and received quotes, bids or proposals for furnishing the supplies and services herein described, and has heretofore accepted the quote, bid or proposal submitted by the Contractor. In consideration of the covenants contained herein, the sufficiency of which is hereby acknowledged, the Contractor agrees to

perform this contract in strict accordance with standards and specifications of the Authority upon which quotes, bids or proposals were invited and the conditions set forth herein.

The following designated General Provisions, Specifications and Conditions are part of this Contract.

RFP No. 21-07, including any and all Addenda and Change Orders.

The proposal is incorporated herein and made part of this Contract.

BY: Jessica E. Govic

TITLE: Area President

MEMPHIS AREA TRANSIT AUTHORITY

BY: Gary Rutherford

TITLE: Chief Executive Officer

MEMPHIS AREA TRANSIT AUTHORITY
CONTRACT CHANGE ORDER

CONTRACT NO 16-09 **CHANGE ORDER NO:** 1 **FTA GRANT NO:** _____
TASK ORDER NO: _____

DATE: March 23, 2026 **CONTRACT DATE:** March 23, 2021

CONTRACT FOR: Insurance Broker Services

****

TO: **Arthur J. Gallagher & Co.**

You are directed to make the changes specified in the subject contract; as authorized by the **MEMPHIS AREA TRANSIT AUTHORITY**.

BY: Brooks Kostakis **TITLE:** Chief Legal Officer **EFFECTIVE DATE:** March 24, 2026

****

NATURE OF CHANGE: This change is to extend the current Insurance Broker service for an additional Six months to ensure proper procurement time for a new contract. The six month extension is from 4/1/26 - 9/31/26

TOTAL AMOUNT OF THIS CHANGE ORDER: **$ 40,000.00**

****

THE CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT PRICE AND CONTRACT TIME:

Original Contract Price	$ 307,500.00
Previously Executed Changes (0)	$ 0
Contract Price Prior to This Change	$ 307,500.00
Net Increase/(Decrease) From This Change	$ 40,000.00
Current Contract Price Including This Change	$ 347,500.00
Contract Time Prior to This Change	5 years
Net Increase/(Decrease) From This Change	6 months
Current Contract Time Including This Change	5 years, 6 months

****

The Above Changes are Accepted: Arthur J. Gallagher Risk Management Services, LLC
Company

BY: Quay Stallworth **TITLE:** Area President - TN **DATE:** 3/24/2026

MEMPHIS AREA TRANSIT AUTHORITY
CONTRACT CHANGE ORDER

CONTRACT NO 16-09 **CHANGE ORDER NO:** 2 **FTA GRANT NO:** _____
TASK ORDER NO: _____

DATE: September 29, 2026 **CONTRACT DATE:** March 23, 2021

CONTRACT FOR: Insurance Broker Services

****

TO: **Arthur J. Gallagher & Co.**

You are directed to make the changes specified in the subject contract; as authorized by the **MEMPHIS AREA TRANSIT AUTHORITY**.

BY: Brooks Kostakis **TITLE:** Chief Legal & Compliance Officer **EFFECTIVE DATE:** 09/30/2026

****

NATURE OF CHANGE: This change is to extend the current Insurance Broker service for an additional two months to ensure proper procurement time for a new contract. The two month extension is from 10/1/26 - 12/1/26

TOTAL AMOUNT OF THIS CHANGE ORDER: **$ 5,000.00**

****

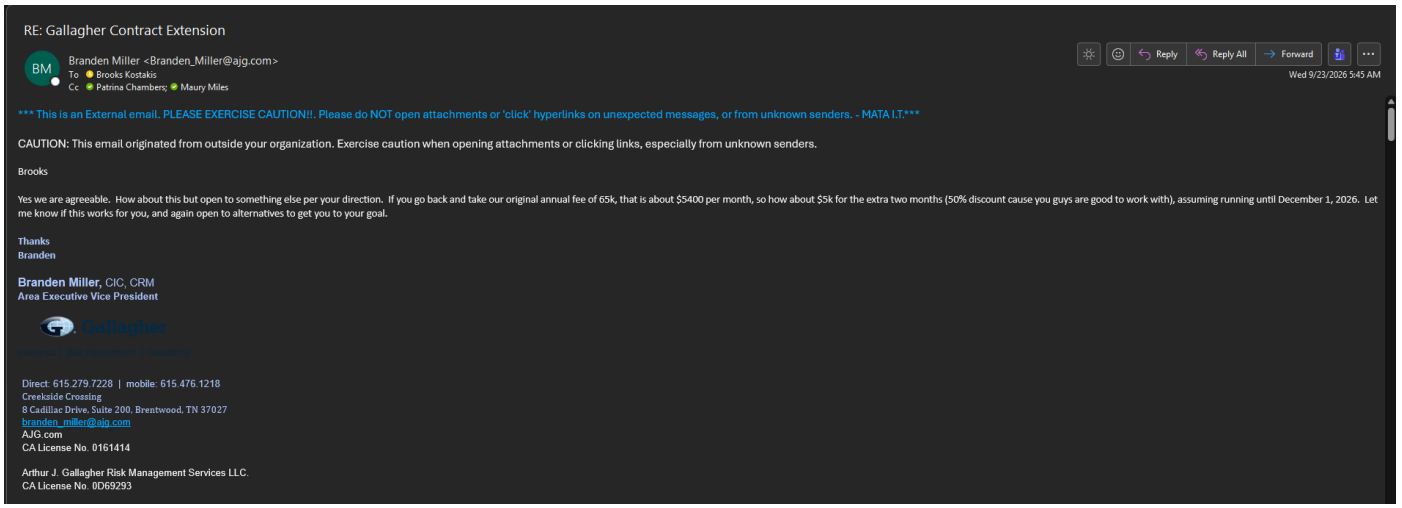
THE CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT PRICE AND CONTRACT TIME:

Original Contract Price	$ 307,500.00
Previously Executed Changes (1)	$ 40,000.00
Contract Price Prior to This Change	$ 347,500.00
Net Increase/(Decrease) From This Change	$ 5,000.00
Current Contract Price Including This Change	$ 352,500.00
Contract Time Prior to This Change	5 years, 6 months
Net Increase/(Decrease) From This Change	2 months
Current Contract Time Including This Change	5 years, 8 months

****

The Above Changes are Accepted: Arthur J. Gallagher Risk Management Services, LLC
Company

BY: Quay Stallworth **TITLE:** Area President, TN **DATE:** 9/30/2026
Quay Stallworth


RE: Gallagher Contract Extension

BM

Branden Miller <Branden_Miller@ajg.com>
To Brooks Kostakis
Cc Patrina Chambers; Maury Miles

Reply | Reply All | Forward

Wed 9/23/2026 5:45 AM

*** This is an External email. PLEASE EXERCISE CAUTION!!. Please do NOT open attachments or 'click' hyperlinks on unexpected messages, or from unknown senders. - MATA I.T.***

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Brooks

Yes we are agreeable. How about this but open to something else per your direction. If you go back and take our original annual fee of 65k, that is about $5400 per month, so how about $5k for the extra two months (50% discount cause you guys are good to work with), assuming running until December 1, 2026. Let me know if this works for you, and again open to alternatives to get you to your goal.

Thanks
Branden

Branden Miller, CIC, CRM
Area Executive Vice President

Gallagher

Insurance | Risk Management | Consulting

Direct: 615.279.7228 | mobile: 615.476.1218
Creekside Crossing
8 Cadillac Drive, Suite 200, Brentwood, TN 37027
branden_miller@ajg.com
AJG.com
CA License No. 0161414

Arthur J. Gallagher Risk Management Services LLC.
CA License No. 0D69293

MEMORANDUM

TO: Purchasing Department

FROM: Brooks Kostakis, Chief Legal and Compliance Officer

DATE: September 22, 2026

RE: Justification for Two-Month Extension of Insurance Broker Services Agreement

CONTRACTOR: Arthur J. Gallagher Risk Management Services LLC

CURRENT EXPIRATION DATE: September 30, 2026

PROPOSED EXTENSION: October 1, 2026 – December 1, 2026

I. PURPOSE

This memorandum documents the justification for a limited, two-month extension of Memphis Area Transit Authority's ("MATA") existing agreement with **Arthur J. Gallagher Risk Management Services LLC** for insurance broker and related risk-management services.

The proposed extension would commence October 1, 2026, immediately following expiration of the current term on September 30, 2026, and would terminate no later than December 1, 2026.

The purpose of the extension is solely to maintain continuity of essential insurance brokerage and risk-management services while MATA completes its procurement of a successor insurance broker.

II. BACKGROUND

MATA's existing agreement with Arthur J. Gallagher Risk Management Services LLC originally expired on March 30, 2026. MATA subsequently authorized a short-term extension through September 30, 2026, to maintain continuity of insurance broker services while MATA prepared and proceeded toward a successor procurement.

MATA is now proceeding with a new procurement for insurance broker services. The successor procurement is expected to require additional time beyond September 30, 2026, to complete the solicitation, evaluation, award, contract execution, and, if necessary, transition of services to the successful offeror.

Because uninterrupted insurance brokerage services are necessary to MATA's operations and risk-management processes, allowing the existing agreement to expire before the successor procurement can be completed would create an unnecessary risk of disruption in services, including assistance with insurance placement and renewals, certificates of insurance, claims-related matters, and other ongoing insurance and risk-management functions.

Accordingly, MATA proposes a final two-month extension solely to bridge the period necessary

to complete the successor procurement and transition to the successful contractor.

III. PROCUREMENT JUSTIFICATION

FTA Circular 4220.1G recognizes that there is no general federal maximum contract period for most third-party contracts, but cautions that contract duration must be reasonable and must not undermine the requirement for full and open competition. The Circular further provides that, depending upon the type of contract and length of time involved, an extension beyond the original period of performance and all option periods may effectively constitute a noncompetitive procurement requiring justification under 2 CFR § 200.320.

MATA recognizes that the proposed extension constitutes a further extension beyond the original March 30, 2026 expiration date and the previously authorized six-month extension through September 30, 2026. MATA is therefore documenting the extension as a limited noncompetitive bridge procurement rather than treating it as an ordinary administrative extension.

The circumstances supporting the extension are as follows:

1. Limited Duration. The proposed extension is strictly limited to two months, from October 1 through December 1, 2026.

2. Continuation of Existing Services. The extension will maintain the existing scope of insurance broker and related risk-management services and will not materially expand the nature of the services originally procured.

3. Successor Procurement Underway. MATA is actively proceeding with a new procurement for insurance broker services. The proposed extension is intended only to provide sufficient time to complete that procurement and transition to the successor contractor.

4. Continuity of Essential Services. A lapse in broker services could adversely affect MATA's ability to administer its insurance covreage, manage claims and certificates, coordinate insurance placements and renewals, and otherwise maintain continuity of its risk-management functions.

5. No Circumvention of Competition. The extension is not intended to avoid, delay, or circumvent competitive procurement. MATA will continue the successor procurement during the extension period and intends to award a new contract through the applicable procurement process.

6. Reasonable Compensation. Compensation during the extension period will remain consistent with the existing agreement unless otherwise specifically approved and documented by MATA. MATA will conduct and document the required cost or price analysis to establish the reasonableness of the compensation for the extension.

7. Final Bridge Period. The extension is intended to be a final bridge period and is not intended to establish an ongoing series of extensions of the existing agreement.

IV. TENNESSEE LAW

Tennessee law provides specific procurement treatment for services provided by an insurance producer. Tenn. Code Ann. § 12-3-1209 provides that contracts by municipalities and similar

public entities for services provided by an insurance producer are procured on the basis of recognized competence and integrity rather than competitive bidding. The Tennessee General Assembly enacted this provision specifically addressing public contracts for services provided by insurance producers.

To the extent applicable to the services provided by Arthur J. Gallagher Risk Management Services LLC, this statutory framework provides additional authority for MATA's procurement of insurance broker services. MATA nevertheless intends to maintain appropriate federal procurement documentation because the agency receives federal financial assistance and the existing relationship is being extended beyond the original contract term.

V. CONCLUSION AND RECOMMENDATION

Based upon the foregoing, MATA determines that a limited two-month extension of the existing insurance broker agreement through November 30, 2026, is justified as a temporary bridge necessary to maintain continuity of essential insurance brokerage services while MATA completes its successor procurement.

The extension should be limited to the existing scope of services and should not exceed December 1, 2026, absent a separate written determination establishing an independent legal and procurement basis for any further extension.

The procurement file should contain:

- this justification memorandum;

- documentation concerning the successor procurement and its status;

- the proposed extension/contract modification or purchase order;

- documentation establishing the reasonableness of the extension pricing;

- appropriate Procurement and Legal approvals; and

- documentation of the successor procurement and eventual contract award.

Recommended Action: Approve a final two-month extension of the existing insurance broker services agreement from October 1, 2026, through December 1, 2026, subject to all required MATA approvals and procurement documentation.

REQUEST FOR PROPOSAL

SUBJECT: **INSURANCE BROKER SERVICES**

DATE: **January 29, 2022**

REQUEST NO.: **21-07**

PROPOSAL DUE: **March 2, 2021** **TIME:** **11:00 AM C.S.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,

Ashley Best
Contract Administrator

COMMON PROBLEMS WITH RFP SUBMITTAL

- Missing or unsigned copies of certain forms and certifications. The following must be included in the RFP:

  - Addenda Acknowledgement Form
  - Affidavit of Non-Collusion (Exhibit I)
  - Certification of Primary Participation Regarding Debarment, Suspension, and Other Responsibility Matters (Exhibit III)
  - Certification of Lower-Tier Participants (Subcontractors), Debarment, Suspension, Ineligibility and Voluntary Exclusion (Exhibit III)
  - Certification of Restrictions on Lobbying (Exhibit IV)
  - Certification of Utilization of Disadvantaged Business Enterprises
  - Letter of Intent to Perform as a DBE Contractor or Subcontractor
  - Schedule of DBE Participation
  - Explanation of "No Response"
  - Proposal 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, 1330 Levee Road, Memphis, TN 38108, until 11:00 AM, local time on **Tuesday, March 2, 2021**, for furnishing the following:

INSURANCE BROKER SERVICES

A pre-proposal meeting will take place on **Thursday, February 4, 2021 @10:00 am – 11:30 am C.S.T..** Due to the current social climate, the meeting will be held via WebEx meeting add the following link to your web browser to attend the meeting https://matatransit.webex.com/matatransit/j.php?MTID=m81719f3d0250905892a34a82efdc41cc . Meeting number: 179 652 2152, Password: wQz6QaYxw23. You can also join by phone at +1-408-418-9388 United States Toll, Access code: 179 652 2152. If you have any issues accessing the meeting link, please contact the Contract Administrator, Ashley Best at (901) 722 7182

Proposers will submit their proposals in a sealed envelope with the enclosed label attached.

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 proposers. 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 Shelia Maclin, Manager of Purchasing, (901) 722-7102 or via email: smaclin@matatransit.com.

Award of the contract will be made on the basis of the Lowest Responsive and Responsible proposers as selected by the Authority, provided it is in their best interest to do so.

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

Friday, January 29, 2021 & February 24 & 26, 2021

Gary Rosenfeld
Chief Executive Officer

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SECTION B SCOPE OF SERVICES

SECTION C REQUIRED FORMS AND CERTIFICATIONS

- Addenda Acknowledgement Form
- Affidavit of Non-Collusion (Exhibit I)
- Certification of Primary Participation Regarding Debarment, Suspension, and Other Responsibility Matters (Exhibit III)
- Certification of Lower-Tier Participants (Subcontractors), Debarment, Suspension, Ineligibility and Voluntary Exclusion (Exhibit III)
- Certification of Restrictions on Lobbying (Exhibit IV)
- Certification of Utilization of Disadvantaged Business Enterprises
- Letter of Intent to Perform as a DBE Contractor or Subcontractor
- Schedule of DBE Participation
- Explanation of "No Response"
- Proposal Form

SECTION D UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

ATTACHMENT 1 GENERAL CONTRACT PROVISIONS

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 written Proposals for professional services from qualified firms capable of providing the scope of services described in Section B. These instructions provide detailed legal and technical requirements for the acquisition of these services. This Request for Proposals (RFP) will become part of the contract.

MATA will enter into a contract with the successful proposer for professional services relative to the Project. This Project is more particularly described in Section B – Scope of Services. General Contract Provisions are included in Attachment 1. Where there are conflicts between the General Contract Provisions and Section A, the provisions of Section A shall apply.

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 "statement of qualifications", “PROPOSAL”, “bid” 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 "Proposer", "Contractor" and "Vendor" are also synonymous.

1.3 This Request for Proposals (RFP) does not commit MATA to award a contract or pay any costs incurred in preparation of Proposals in response to the RFP or to procure or contract for services. 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 **Thursday, February 4, 2021 at 10:00 am - 11:30 am C.S.T.** Due to the current social climate, the meeting will be held via WebEx meeting add the following link to your web browser to attend the meeting https://matatransit.webex.com/matatransit/j.php?MTID=m81719f3d0250905892a34a82efdc41cc . Meeting number: 179 652 2152, Password: wQz6QaYxw23. You can also join by phone at +1-408-418-9388 United States Toll, Access code: 179 652 2152. If you have any issues accessing the meeting link, please contact the Contract Administrator, Ashley Best at (901) 722 7182

1.5 Proposals will be received by MATA at its Purchasing offices located at 1330 Levee Road, Memphis, TN 38108, until 11:00 AM C.S.T. Local time on **Tuesday, March 2, 2021**. 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.

MATA's normal business hours are 8:00 a.m. to 4:30 p.m. Monday through Friday. After normal business hours, 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 based on the conditions of a financial assistance contract between MATA, the State of Tennessee and the United States Department of Transportation, under the Federal Transit Act, as amended. Terms and conditions established under the Act and the regulations implementing the Act will apply.

1.7 Neither a Performance Bond nor a Bid Bond is required for this project.

2.0 PROPOSAL REQUIREMENTS

2.1 Proposals must concisely 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 Work.

2.3 The Proposer shall provide signed copies of required forms and certifications. Required forms and certifications are included in Section C.

2.4 An electronic file(s) of The Proposal and all related documents shall be submitted to MATA. Cost proposals should be provided in a separate electronic file.

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

2.6 Proposals shall be valid for a minimum period of ninety (90) days subsequent to the closing date. Proposals offering less than ninety (90) days for acceptance by MATA from the closing date will be considered non-responsive.

3.0 PROPOSAL FORMAT

3.1 All Proposers must provide the following information: (an electronic file, a technical proposal and price proposal via a file sharing system.)

- Addenda Acknowledgement Form
- Affidavit of Non-Collusion (Exhibit I)
- Certification of Primary Participation Regarding Debarment, Suspension, and Other Responsibility Matters (Exhibit III)
- Certification of Lower-Tier Participants (Subcontractors), Debarment, Suspension, Ineligibility and Voluntary Exclusion (Exhibit III)
- Certification of Restrictions on Lobbying (Exhibit IV)
- Certification of Utilization of Disadvantaged Business Enterprises
- Letter of Intent to Perform as a DBE Contractor or Subcontractor
- Schedule of DBE Participation
- Explanation of "No Response"
- Proposal Form

<u>Qualifications and Experience</u>
Specialized and technical experience and competence of the firm / team must be presented. Provide a list of recent projects completed by the firm. For at least four projects, include a description of the

services provided and address benefits to the client such as cost savings and/or reduced exposure. Also include client contact name, telephone number, fax number and e-mail address.

Resumes must be provided for personnel who are expected to be utilized, based on the technical requirements described in Section B. A brief summary of the relevant experience and proposed role shall be provided for key personnel.

Service to the Account
A technical proposal must be provided to explain in detail the scope of services that is being proposed. The technical proposal shall elaborate on the general scope of services presented in Section B. A schedule shall be included.

4.0 PROPOSAL PROCEDURES

4.1 MATA reserves the right to postpone the proposal opening for its own convenience and to waive any minor bid informalities, which do not go to the heart of the bid or prejudice other proposers, or to reject, for good and compelling reasons, any and all bids submitted.

4.2 Conditional proposals or those, which take exception to the specifications, will be considered "non-responsive".

4.3 Any changes to the RFP will be made in written addendum by MATA and will be forwarded to all persons and firms to who documents have been transmitted.

4.4 Requests for Clarification or Approved Equal must be submitted in writing to Ashley Best, MATA, 1330 Levee Road, Memphis, TN 38108 and must be received no later than 11:00 a.m. local time on **Wednesday, February 10, 2021 by 11:00 AM** in accordance with the Approved Equals procedures described in the General Contract Provisions. Any unapproved deviations, exceptions, substitutes, alternates or conditional qualifications contained in a PROPOSAL may be cause for its rejection. VERBAL QUESTIONS WILL NOT BE ANSWERED, THUS PREVENTING AN UNFAIR ADVANTAGE TO ANY PROPOSER. Questions may be faxed to (901) 278-9108 or email to abest@matatransit.com.

5.0 PROPOSAL EVALUATION

5.1 MATA will appoint an Evaluation Committee to evaluate Proposals and recommend the top ranked proposer. The committee will apply those evaluation criteria set forth in the RFP or in addenda that maybe be issued. An evaluation criterion is deemed to include any unstated “sub criterion” that logically might be included within the scope of the stated criterion.

5.2 The Evaluation Committee may request interviews with the firms in the competitive range.

5.3 MATA reserves the right to enter into negotiations with the top ranked proposer without requesting interviews.

5.4 MATA will make the award to the responsible Proposer whose proposal is most advantageous to MATA. 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. As proposals are considered by MATA to be more equal in their technical merit, the evaluated cost becomes more important so that when technical proposals are evaluated as essentially equal, cost may

be the deciding factor. Technical factors as a whole are more important than cost.

All proposals will be evaluated by the following evaluation criteria:

A. Technical Qualifications
   a. Qualifications and Experience
   b. Service to the account
B. Overall Cost

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. The Evaluation Committee may require firms in the competitive range to appear before it for an interview.

5.5 Negotiations will be in conformance with applicable federal, state, local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract, including contract cost. MATA reserves the right to request documentation supporting the proposed contract cost including overhead rates and profit for the firms and subcontractors. Such information can include, but not be limited to:

a. An overview of the accounting system and its capability to track project costs.

b. Charts of accounts including a definition of what is included in each account.

c. A statement indicating the basis of the overhead rate and whether it is historical information of projections. (The proposer will certify that the overhead burden rate separates direct and indirect charges and that indirect charges do not include any unauthorized charges for Federal Acquisition Regulations, Part 31.)

6.0 AWARD OF CONTRACT

6.1 The contract will be awarded to the responsible proposer whose proposal is most advantageous to MATA.

6.2 MATA reserves the right to reject any and all Proposals or waive informalities and irregularities in offers received. MATA reserves the right to award multiple contracts.

6.3 A written notice of award, mailed or otherwise furnished the Successful Proposer within the time specified in the RFP, shall bind the Successful Proposer. A signed contract will bind MATA.

7.0 PROTESTS

7.1 MATA will consider all protests filed in a timely manner regarding the award of a contract, whether submitted before or after award. All protests are to be submitted in writing, in accordance with the protest procedures described in Section 12 of the General Contract Provisions.

8.0 DISADVANTAGED BUSINESS ENTERPRISE

GENERAL DBE INFORMATION

The 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 proposing 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.

9.0 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. This goal reflects 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 DBE goal of 11 % for this project. 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.

C. Evaluation of DBE Certification Status

MATA shall require that any DBEs listed by Proposers for participation be certified as eligible DBEs for the TNUCP 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.

DBE certification application can be obtained online:

Tennessee Department of Transportation
Small Business Development Program
Suite 1800, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-0347
www.matatransit.com
(888) 370-3647
(615) 741-3681
www.tdot.state.tn.us/civil%2Drights/smallbusiness/

Memphis Area Transit Authority
1370 Levee Road
Memphis, TN 38108-1011
(901) 722-7139

D. 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.

SECTION B

SCOPE OF WORK

SECTION B
SCOPE OF WORK

1.0 BACKGROUND INFORMATION

A. Organization

The Memphis Area Transit Authority is a public transportation system established pursuant to Tenn. Code Ann. 7-56-101 and City of Memphis Code of Ordinances Article VII. MATA is governed by a Board of Commissioners and funded by four major sources: (1) City of Memphis, TN, (2) Tennessee Department of Transportation, (3) Federal Transit Administration, and (4) passenger fares and other system-generated revenues. Tort claims made against MATA are subject to the requirements and limits of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. Section 29-20-101 et. seq.

MATA is managed and operated by First Transit Inc. a private transit management company. The workforce is employed by Mid-South Transportation Management (MTM), a private subsidiary of First Transit, Inc. Total employment is about 500. The annual payroll is about $24 million.

MATA also has an interest in Central Station, a historic train station that has been redeveloped as a public-private partnership. The land and buildings that comprise the Central Station complex are leased to Central Station Collaborative, LLC through a master development lease agreement that was executed on December 18, 2015.

B. Transit Services

MATA's operations cover the City of Memphis, and portions of the Cities of Bartlett, Germantown and Lakeland, and unincorporated Shelby County in Tennessee.

MATA provides fixed route bus and paratransit services throughout the service area, and rail trolley service in the downtown area. Annual ridership is about 5 million passengers.

The Fixed Route bus system operates about 6 million miles annually on 35 routes. Service is available 365 days per year. The span of service is approximately 4:30 am to midnight on weekdays; 4:30 am to 10:30 pm on Saturdays; and 7:00 am to 7:30 pm on Sundays and Holidays. MATAPlus Paratransit service for individuals with disabilities operates in the same areas and the same times as Fixed Route service. Paratransit service runs about 2 million miles per year. The rail trolley system operates about 100,000 miles annually on three lines in the downtown area, however, two of the three lines are currently out of service, and MATA is operating bus services along these two trolley routes. The span of service is about the same as the Fixed Route system with slightly later service on Saturday nights.

C. Finances

The operating budget for FY 2021 is about $75 million, funded by fares and other system-generated revenues, City of Memphis, State of Tennessee and Federal Transit Administration. The capital budget is about $27 million, funded by federal grants and matching funds from the City of Memphis and State of Tennessee.

D. Vehicles and Facilities

The active bus revenue vehicle fleet currently consists of 122 fixed route buses (primarily 40-foot buses) and 75 paratransit buses(primarily 30-foot buses) and vans. MATA also maintains a fleet of 5 vintage rail trolley vehicles and about 57 support vehicles. See detailed listing at the end of

Section B.

MATA owns property at 14 locations, totaling about 75 acres of land and about 350,000 square feet of buildings. The breakdown by type of infrastructure is as follows:

- Operations/Maintenance/Administration/Storage [5 locations; approximately 30 acres of land and 200,000 square feet of buildings]
- Passenger Terminals/Parking [4 locations; approximately 22 acres of land and 150,000 square feet of buildings]
- Right-of-way and vacant land [5 locations; approximately 23 acres of land]
- Radio Tower and small building located at 2689 Perez Street
- Thirty-six rail trolley stops/stations

E. Commitment to Safety

MATA places a high priority on safety and has implemented a comprehensive safety program. Features of this program include the following:

- Process all accidents/incidents and make a determination of preventable or non-preventable, and take appropriate disciplinary actions.
- Maintain a database of accidents/incidents which helps to determine problem areas or locations so preventive measures can be taken to reduce occurrences
- Monitor the service area by patrolling and observing operators' driving habits, in some cases by way of on-board audio and video recording devices. Corrective action is taken when an operator fails to adhere to proper operating guidelines as listed in the Operator's Rule Book and posted bulletins
- Regular safety meetings are held and post safety bulletins are posted as necessary. All bulletins and safety meeting records (including attendance records) are kept on file in the Chief Safety & Security Officer’s office
- Issue safe driving awards as an incentive to operators

Many of MATA's properties are protected by on-site security personnel, security cameras, gates and fences. The 1370 Levee Road facilities have 24-hour armed guard service. The Hudson Transit Center, The American Way Transit Center and the Airways Transit Center have armed security guard service during the hours in which they are open. The main operations, maintenance and administration facilities and the trolley operations and maintenance facility have a proximity card security system in place throughout the property. These measures provide continuous monitoring and assure that only authorized personnel have access to more sensitive areas.

2.0 CURRENT PROPERTY AND CASUALTY INSURANCE COVERAGE

2.1 The following types of coverages are currently in effect through for a one year period from August 1, 2020 through July 31, 2021:

- Property
- General Liability
- Specified Perils on Buses and Trolleys
- Auto Physical Damage on Service Vehicles
- Terrorism
- Crime and Fiduciary
- Directors & Officers and Employment Practices Liability
- Excess Workers Compensation (TPA)
- Cyber

In addition, the following related services are included in MATA's program:

- Third Party Administrator for Workers' Compensation claims
- Third Party Administrator for Auto/General Liability Claims.
- Felonious Assault policy for bus and trolley operators

2.2 Named Insureds and Additional Insureds

Due to the complexity of MATA's organization and funding arrangements, it is necessary to include named and/or additional insureds on certain policies. The covered entities include:

- Memphis Area Transit Authority (the public transit authority)
- Mid-South Transportation Management (the private employer of workers)
- First Transit, Inc. (the management company contracted by MATA to operate the service and employ the workers)
- City of Memphis (the owner of property and entity that created MATA)

3.0 SCOPE OF SERVICES

The purpose of this procurement is to select an insurance broker/agent that will work on MATA's behalf to seek out quotes from a broad range of insurance underwriters and present MATA with a recommended package of coverages for approval.

The specific services to be covered by this procurement include the following:

A. Designing, Marketing and Implementing

1. Design and market, and implement the broadest coverages at the most reasonable cost for the exposure of MATA.
2. Present specifications to the marketplace, request quotations for specified programs, respond to the underwriter's questions, and provide additional data if requested. Provide reports to MATA on the progress of these efforts.
3. Receive and analyze the underwriter's quotations, determine whether they meet the specifications and whether the price is reasonable; negotiate changes and refinements.
4. Present recommendations to MATA on placement of each policy not less than 60 days prior to the expiration of the policies. Include a detailed report documenting outreach efforts and responses from underwriters.
5. Place, cancel and otherwise handle, for the benefit of MATA, all placements, binders, policies and endorsements as requested by MATA on a timetable which would avoid lapse on coverage.
6. Review policies upon receipt to verify conformance to the specification and negotiations, and request and monitor required changes.
7. Coordinate and provide ongoing services between MATA and the carriers which are normally provided by the underwriters in a fully insured program.
8. Periodically assist MATA with insurance questions affecting MATA.
9. Advise MATA as appropriate on alternative coverages or innovative ideas for reducing cost and/or exposure.

B. Policyholder Services

1. Provide ongoing services to MATA throughout the duration of the contract. Issue required Certificates of Insurance to all insured parties.

2. Keep current on all exposure changes and amend the policies as appropriate.
3. Request modifications to the coverage from the underwriters as required. Monitor requested changes provided by the insurers.
4. Produce and verify the accuracy of bills, audits, and any other premium adjustments.

C. Claims Management and Procedures

1. Process claims and monitor activity on claims as presented.
2. Provide status reports to MATA upon request.

D. Financing of Premiums

At MATA's option, assist in making arrangements for financing of insurance premiums in order to spread out payments over a 6-12 month period. MATA may choose to make the entire premium payment at one time or use a financing arrangement.

4.0 COMPENSATION

MATA will only consider fee-based proposals. Commission-based proposals will not be accepted. Proposers are encouraged to explain the proposed timing of payment(s) in their proposal.

5.0 CONTRACT TERM

The term for this contract is five (5) years. Notice to Proceed is expected to be issued in March 2021.

Memphis Area Transit
Capital Assets Worksheet
Inventory Date: 1-15-2016

ITEM #	AGENCY TAG NUMBER	VEHICLE DESCRIPTION	MANUFACTURER	MANUFACTURER ID	# OF SEATS	MODEL YEAR	DELIVERY DATE	PURCHASE PRICE	OPERATING STATUS	LIFT/ RAMP?	MILEAGE AT 6/30/2015	CONDITION	COUNTY OPERATED IN	AGE	LIFE EXP.	LIFE LEFT	ENERGY SOURCE	COMMENTS
		SERVICE VEHICLES																
1	T3	STREET SWEEPER	TENNANT	SENTINAL-8533	1	2009	11/14/2008	$130,586.03	ACTIVE	NO	N/A	GOOD	SHELBY	6	10	4	GAS	
2	6	PICK-UP TRUCK	DODGE	3D7ML46L99G521332	1	2009	12/19/2008	$25,991.00	ACTIVE	NO	25,209	GOOD	SHELBY	6	4	-2	GAS	
3	12	PICK-UP TRUCK	DODGE	1B7HC16Y91S751794	2	2001	6/8/2000	$14,415.36	ACTIVE	NO	146,800	GOOD	SHELBY	14	4	-10	GAS	
4	13	PICK-UP TRUCK	CHEVROLET	1GCDC14Z0MZ175695	2	1991	3/15/1991	$13,350.00	ACTIVE	NO	90,135	GOOD	SHELBY	24	4	-20	GAS	
5	23	TOW TRUCK	INTERNATIONAL	1HSGB7R3NH406126	2	1992	10/4/1991	$114,642.38	ACTIVE	NO	111,524	GOOD	SHELBY	23	12	-11	DIESEL	
6	25	TOW TRUCK	INTERNATIONAL	1HTWYSJT0AJ256919	2	2010	12/29/2009	$269,128.00	ACTIVE	NO	55,257	GOOD	SHELBY,TN;CRITTENDEN, AR	5	10	5	DIESEL	
7	26	HIGH-RAIL BUCKET TRUCK	INTERNATIONAL	1HTJTSKN2AH229060	2	2010	10/29/2009	$155,263.00	ACTIVE	NO	26,884	GOOD	SHELBY	5	10	5	DIESEL	
8	27	15 FOOT CARAVAN	DODGE	2B4GP2530YR562021	7	2000	10/8/1999	$18,601.00	ACTIVE	RAMP	65,666	GOOD	SHELBY,TN;CRITTENDEN, AR	15	4	-11	GAS	
9	32	PICK-UP TRUCK	DODGE	3D73M3CL8AG192540		2010	8/16/2010	$34,677.44	ACTIVE	NO	50,818	GOOD	SHELBY	5	4	-1	GAS	
10	33	PICK-UP TRUCK	DODGE	3D73Y3CL8AG160904	1	2010	8/17/2010	$38,975.02	ACTIVE	NO	39,997	GOOD	SHELBY	5	4	-1	GAS	
11	36	LUCERNE	BUICK	1G4HD57267U176741	5	2007	3/6/2007	$30,915.25	ACTIVE	NO	137,021	GOOD	SHELBY,TN;CRITTENDEN, AR	8	4	-4	GAS	
12	47	PICK-UP TRUCK F47	FORD	1FDLF47F1SEA60464	2	1995	1/26/2005	FREE	ACTIVE	NO	105,538	GOOD	SHELBY	20	4	-16	DIESEL	DONATED TO MATA FROM CITY
13	83	GRAND CARAVAN	DODGE	2D8HN44E39R617625	7	2009	1/15/2009	$21,258.00	ACTIVE	NO	15,665	GOOD	SHELBY,TN;CRITTENDEN, AR	6	4	-2	GAS	
14	84	15 PASSENGER VAN	CHEVROLET	1GAHG39K891150121	7	2009	2/10/2009	$28,670.00	ACTIVE	NO	160,725	GOOD	SHELBY,TN;CRITTENDEN, AR	6	4	-2	GAS	
15	85	15 PASSENGER VAN	CHEVROLET	1GAHG39K991141055	7	2009	6/23/2009	$28,825.00	ACTIVE	NO	124,756	GOOD	SHELBY,TN;CRITTENDEN, AR	6	4	-2	GAS	
16	86	4-DOOR SEDAN	DODGE	2B3CA4CD9AH128655	4	2010	9/30/2009	$19,499.36	ACTIVE	NO	69,530	GOOD	SHELBY,TN;CRITTENDEN, AR	5	4	-1	GAS	
17	87	4-DOOR SEDAN	DODGE	2B3CA4CD5AH128653	4	2010	9/30/2009	$19,499.36	ACTIVE	NO	61,454	GOOD	SHELBY,TN;CRITTENDEN, AR	5	4	-1	GAS	
18	88	4-DOOR SEDAN	DODGE	2B3CA4CD7AH128654	4	2010	10/7/2009	$19,499.36	ACTIVE	NO	115,155	GOOD	SHELBY,TN;CRITTENDEN, AR	5	4	-1	GAS	
19	89	4-DOOR SEDAN	DODGE	2B3CA4CD3AH128652	4	2010	10/13/2009	$19,499.36	ACTIVE	NO	87,477	GOOD	SHELBY,TN;CRITTENDEN, AR	5	4	-1	GAS	
20	90	7-PASSENGER VAN	DODGE	2D4RN4DE6AR130364	7	2010	10/19/2009	$19,999.36	ACTIVE	NO	38,179	GOOD	SHELBY,TN;CRITTENDEN, AR	5	4	-1	GAS	
21	91	7-PASSENGER VAN	DODGE	2D4RN4DE8AR130365	7	2010	10/19/2009	$19,999.36	ACTIVE	NO	47,069	GOOD	SHELBY,TN;CRITTENDEN, AR	5	4	-1	GAS	
22	92	7-PASSENGER VAN	DODGE	2D4RN4DEXAR130366	7	2010	10/19/2009	$19,999.36	ACTIVE	NO	61,570	GOOD	SHELBY,TN;CRITTENDEN, AR	5	4	-1	GAS	
23	93	7-PASSENGER VAN	DODGE	2D4RN4DE1AR130367	7	2010	10/19/2009	$19,999.36	ACTIVE	NO	45,406	GOOD	SHELBY,TN;CRITTENDEN, AR	5	4	-1	GAS	
24	94	7-PASSENGER VAN	DODGE	2D4RN4DE3AR130368	7	2010	10/19/2009	$19,999.36	ACTIVE	NO	36,043	GOOD	SHELBY,TN	5	4	-1	GAS	
25	95	CHARGER	DODGE	2B3CA4CD0AH182300	7	2010	8/16/2010	$20,622.39	ACTIVE	NO	41,155	GOOD	SHELBY,TN;CRITTENDEN, AR	5	4	-1	GAS	
26	96	7-PASSENGER VAN	DODGE	2D4RN4DG7BR601943	7	2011	1/3/2011	$24,845.00	ACTIVE	NO	46,637	GOOD	SHELBY,TN	4	4	0	GAS	
27	97	PICK-UP TRUCK	DODGE	3C6JD6DK0CG127524	4	2012	10/10/2011	$16,999.36	ACTIVE	NO	30,757	GOOD	SHELBY,TN;CRITTENDEN, AR	3	4	1	GAS	
28	98	PICK-UP TRUCK	DODGE	3C6JD6DK2CG127525	4	2012	10/17/2011	$16,999.36	ACTIVE	NO	64,945	GOOD	SHELBY,TN;CRITTENDEN, AR	3	4	1	GAS	
29	99	PICK-UP TRUCK	DODGE	3C6JD6DK4CG127526	4	2012	10/17/2010	$16,999.36	ACTIVE	NO	39,435	GOOD	SHELBY,TN;CRITTENDEN, AR	3	4	1	GAS	
30	100	7-PASSENGER VAN	DODGE	2C4RDGCG7CR155992	7	2012	9/19/2011	$21,999.15	ACTIVE	NO	34,000	GOOD	SHELBY,TN;CRITTENDEN, AR	3	4	1	GAS	
31	101	7-PASSENGER VAN	DODGE	2C4RDGCG8CR155998	7	2012	9/19/2011	$21,999.15	ACTIVE	NO	13,477	GOOD	SHELBY,TN;CRITTENDEN, AR	3	4	1	GAS	
32	102	7-PASSENGER VAN	DODGE	2C4RDGCG0CR155994	7	2012	9/19/2011	$21,999.15	ACTIVE	NO	7,167	GOOD	SHELBY,TN;CRITTENDEN, AR	3	4	1	GAS	
33	103	7-PASSENGER VAN	DODGE	2C4RDGCG2CR155995	7	2012	9/19/2011	$21,999.15	ACTIVE	NO	82,665	GOOD	SHELBY,TN;CRITTENDEN, AR	3	4	1	GAS	
34	104	7-PASSENGER VAN	DODGE	2C4RDGCG4CR155996	7	2012	9/19/2011	$21,999.15	ACTIVE	NO	93,851	GOOD	SHELBY,TN;CRITTENDEN, AR	3	4	1	GAS	
35	105	7-PASSENGER VAN	DODGE	2C4RDGCG6CR155997	7	2012	9/19/2011	$21,999.15	ACTIVE	NO	28,789	GOOD	SHELBY,TN;CRITTENDEN, AR	3	4	1	GAS	
36	106	7-PASSENGER VAN	DODGE	2C4RDGCG9CR155993	7	2012	9/19/2011	$21,999.15	ACTIVE	NO	86,862	GOOD	SHELBY,TN;CRITTENDEN, AR	3	4	1	GAS	
37	107	7-PASSENGER VAN	DODGE	2C4RDGCGXCR155999	7	2012	9/22/2011	$21,999.15	ACTIVE	NO	81,353	GOOD	SHELBY,TN;CRITTENDEN, AR	3	4	1	GAS	
38	110	F250 PICK-UP TRUCK	FORD	1FTBF2A67DEB19999	4	2013	5/24/2013	$26,347.52	ACTIVE	NO	8,553	GOOD	SHELBY,TN;CRITTENDEN, AR	2	4	2	GAS	
39	111	GRAND CARAVAN	DODGE	2C4RDGBG1DR613518	4	2013	7/17/2013	$19,736.15	ACTIVE	NO	18,593	GOOD	SHELBY, TN	2	4	2	GAS	
40	112	GRAND CARAVAN	DODGE	2C4RDGBG8DR613577	4	2013	7/17/2013	$19,736.15	ACTIVE	NO	12,248	GOOD	SHELBY, TN	2	4	2	GAS	
41	113	GRAND CARAVAN	DODGE	2C4RDGBG8DR613578	4	2013	7/17/2013	$19,736.15	ACTIVE	NO	2,580	GOOD	SHELBY,TN;CRITTENDEN, AR	2	4	2	GAS	
42	116	EXTENDED WHEELBASE	FORD	1FTSS3EL4EDA03801	4	2014	10/4/2013	$22,772.60	ACTIVE	NO	4,445	GOOD	SHELBY,TN;CRITTENDEN, AR	1	4	3	GAS	MODIFIED FOR LOT VEHICLE
43	117	RAM 3500 FLATBED	DODGE	3C7WRSBL9EG128410	4	2014	11/14/2013	$57,478.50	ACTIVE	NO	26,237	GOOD	SHELBY, TN;CRITTENDEN, AR	1	4	3	GAS	
44	123	F150 PICKUP (R/CAB)	FORD	1FTMF1CM6EFC18517	4	2014	7/28/2014	$17,409.00	ACTIVE	NO	7,208	GOOD	SHELBY, TN;CRITTENDEN, AR	1	4	3	GAS	
45	124	F150 PICKUP (S/CAB)	FORD	1FTEX1CM8EFC18518	4	2014	11/14/2013	$19,835.00	ACTIVE	NO	17,584	GOOD	SHELBY, TN;CRITTENDEN, AR	1	4	3	GAS	
		TROLLEYS																
46	156	31 FOOT TROLLEY	BRILL	N/A	19	1931	5/21/1993	$378,184.82	INACTIVE	NO	N/A	POOR		22	10	-12	ELEC.	WHEELCHAIR ACCESSIBLE
47	164	31 FOOT TROLLEY	BRILL	N/A	19	1931	5/21/1993	$378,184.82	ACTIVE	NO	N/A	GOOD	SHELBY,TN	22	10	-12	ELEC.	WHEELCHAIR ACCESSIBLE
48	180	30 FOOT TROLLEY	BRILL	N/A	19	1931	5/21/1993	$378,184.82	ACTIVE	NO	N/A	GOOD	SHELBY,TN	22	10	-12	ELEC.	WHEELCHAIR ACCESSIBLE
49	187	31 FOOT TROLLEY	BRILL	N/A	19	1931	5/21/1993	$378,184.82	ACTIVE	NO	N/A	GOOD	SHELBY,TN	22	10	-12	ELEC.	WHEELCHAIR ACCESSIBLE
50	204	31 FOOT TROLLEY	BRILL	N/A	19	1931	5/21/1993	$378,184.82	ACTIVE	NO	N/A	GOOD	SHELBY,TN	22	10	-12	ELEC.	WHEELCHAIR ACCESSIBLE
51	234	47 FOOT TROLLEY	MELBOURNE	N/A	52	1927	6/23/1995	$357,500.00	ACTIVE	NO	N/A	GOOD	SHELBY,TN	20	10	-10	ELEC.	WHEELCHAIR ACCESSIBLE
52	417	47 FOOT TROLLEY	MELBOURNE	N/A	52	1927	8/20/1997	$387,500.00	ACTIVE	NO	N/A	GOOD	SHELBY,TN	17	10	-7	ELEC.	WHEELCHAIR ACCESSIBLE
53	453	47 FOOT TROLLEY	GOMACO	N/A	52	2004	2/19/2004	$577,839.00	ACTIVE	NO	N/A	GOOD	SHELBY,TN	11	25	14	ELEC.	WHEELCHAIR ACCESSIBLE
54	454	47 FOOT TROLLEY	MELBOURNE	N/A	52	1927	11/6/1997	$567,898.00	ACTIVE	NO	N/A	GOOD	SHELBY,TN	17	10	-7	ELEC.	WHEELCHAIR ACCESSIBLE
55	455	47 FOOT TROLLEY	MELBOURNE	N/A	52	1927	11/6/1997	$567,898.00	INACTIVE	NO	N/A	POOR		17	10	-7	ELEC.	WHEELCHAIR ACCESSIBLE
56	503	47 FOOT TROLLEY	MELBOURNE	N/A	52	1927	8/20/1997	$50,000.00	INACTIVE	NO	N/A	POOR		17	10	-7	ELEC.	INOPERABLE
57	539	47 FOOT TROLLEY	MELBOURNE	N/A	52	1927	8/20/1997	$387,500.00	ACTIVE	NO	N/A	GOOD	SHELBY,TN	17	10	-7	ELEC.	WHEELCHAIR ACCESSIBLE
58	540	47 FOOT TROLLEY	MELBOURNE	N/A	52	1927	5/21/1997	$387,500.00	ACTIVE	NO	N/A	GOOD	SHELBY,TN	17	10	-7	ELEC.	WHEELCHAIR ACCESSIBLE
59	545	47 FOOT TROLLEY	MELBOURNE	N/A	52	1927	8/20/1997	$375,000.00	ACTIVE	NO	N/A	GOOD	SHELBY,TN	17	10	-7	ELEC.	WHEELCHAIR ACCESSIBLE
60	1794	47 FOOT TROLLEY	BRILL	N/A	36	1927	8/28/1996	$5,300.00	ACTIVE	NO	N/A	GOOD	SHELBY,TN	18	10	-8	ELEC.	WHEELCHAIR ACCESSIBLE
61	1978	47 FOOT TROLLEY	MELBOURNE	N/A	52	1927	5/10/1994	$330,000.00	ACTIVE	NO	N/A	GOOD	SHELBY,TN	21	10	-11	ELEC.	WHEELCHAIR ACCESSIBLE
62	1979	30 FOOT TROLLEY	GOMACO	N/A	19	1993	6/23/1995	$357,500.00	INACTIVE	NO	N/A	POOR		20	10	-10	ELEC.	WHEELCHAIR ACCESSIBLE
		BUSES - MATAPLUS																
63	108	WC ACCESSIBLE VAN	VPG	523MF1A69BM100452	7	2011	1/25/2012	$45,652.00	ACTIVE	RAMP	126,283	GOOD	SHELBY,TN;CRITTENDEN, AR	4	4	0	GAS	

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ITEM #	AGENCY TAG NUMBER	VEHICLE DESCRIPTION	MANUFACTURER	MANUFACTURER ID	# OF SEATS	MODEL YEAR	DELIVERY DATE	PURCHASE PRICE	OPERATING STATUS	LIFT/ RAMP?	MILEAGE AT 6/30/2015	CONDITION	COUNTY OPERATED IN	AGE	LIFE EXP.	LIFE LEFT	ENERGY SOURCE	COMMENTS
64	109	WC ACCESSIBLE VAN	VPG	523MF1A60BM100484	7	2011	1/25/2012	$45,652.00	ACTIVE	RAMP	126,235	GOOD	SHELBY,TN;CRITTENDEN, AR	4	4	0	GAS	
65	114	GRAND CARAVAN	DODGE	2C4RDGBGXDR813579	4	2013	7/17/2013	$19,736.15	ACTIVE	NO	56,868	GOOD	SHELBY,TN;CRITTENDEN, AR	2	4	2	GAS	
66	115	GRAND CARAVAN	DODGE	2C4RDGBG6DR813580	4	2013	7/17/2013	$19,736.15	ACTIVE	NO	63,867	GOOD	SHELBY,TN;CRITTENDEN, AR	2	4	2	GAS	
67	210	W/C 5-PASSENGER VAN	BRAUN	2C4RDGBG9ER457756	5	2014	8/24/2014	$34,299.00	ACTIVE	RAMP	42,168	GOOD	SHELBY,TN;CRITTENDEN, AR	1	4	3	GAS	
68	211	W/C 5-PASSENGER VAN	BRAUN	2C4RDGBG4ER457762	5	2014	8/24/2014	$34,299.00	ACTIVE	RAMP	38,855	GOOD	SHELBY,TN;CRITTENDEN, AR	1	4	3	GAS	
69	212	W/C 5-PASSENGER VAN	BRAUN	2C4RDGBGXER457765	5	2014	8/24/2014	$34,299.00	ACTIVE	RAMP	34,851	GOOD	SHELBY,TN;CRITTENDEN, AR	1	4	3	GAS	
70	213	W/C 5-PASSENGER VAN	BRAUN	2C4RDGBG3ER457767	5	2014	8/24/2014	$34,299.00	ACTIVE	RAMP	39,448	GOOD	SHELBY,TN;CRITTENDEN, AR	1	4	3	GAS	
71	214	W/C 5-PASSENGER VAN	BRAUN	2C4RDGBG5ER457768	5	2014	8/24/2014	$34,299.00	ACTIVE	RAMP	39,547	GOOD	SHELBY,TN;CRITTENDEN, AR	1	4	3	GAS	
72	215	W/C 5-PASSENGER VAN	BRAUN	2C4RDGBG7ER457772	5	2014	8/24/2014	$34,299.00	ACTIVE	RAMP	16,068	GOOD	SHELBY,TN;CRITTENDEN, AR	1	4	3	GAS	
73	314	30 FOOT BUS	BLUE BIRD	1BAGBCPA02F203425	29	2002	7/23/2001	$101,801.00	ACTIVE	LIFT	296,001	POOR	SHELBY,TN;CRITTENDEN, AR	13	10	-3	DIESEL	ENGINE BEING REPLACED
74	341	30 FOOT BUS	BLUE BIRD	1BAGBCPA83F213427	29	2003	5/15/2003	$120,200.00	ACTIVE	LIFT	106,364	POOR	SHELBY,TN;CRITTENDEN, AR	12	10	-2	DIESEL	ACCIDENT - BEING REPAIRED
75	352	20 FOOT BUS	ARBOC MOBILITY	1GB9G5AL9A1180653	10	2011	10/28/2011	$129,314.00	ACTIVE	RAMP	109,596	GOOD	SHELBY,TN;CRITTENDEN, AR	4	7	3	DIESEL	
76	353	20 FOOT BUS	ARBOC MOBILITY	1GB9G5AL6A1180089	10	2011	10/17/2011	$129,314.00	ACTIVE	RAMP	112,742	GOOD	SHELBY,TN;CRITTENDEN, AR	4	7	3	DIESEL	
77	354	20 FOOT BUS	ARBOC MOBILITY	1GB9G5AL9A1181043	10	2011	10/17/2011	$129,314.00	ACTIVE	RAMP	138,690	GOOD	SHELBY,TN;CRITTENDEN, AR	4	7	3	DIESEL	
78	355	20 FOOT BUS	ARBOC MOBILITY	1GB9G5AL3A1180969	10	2011	10/17/2011	$129,314.00	ACTIVE	RAMP	145,685	GOOD	SHELBY,TN;CRITTENDEN, AR	4	7	3	DIESEL	
79	356	20 FOOT BUS	ARBOC MOBILITY	1GB9G5AL1A1180579	10	2011	10/21/2011	$129,314.00	ACTIVE	RAMP	109,939	GOOD	SHELBY,TN;CRITTENDEN, AR	4	7	3	DIESEL	
80	357	20 FOOT BUS	ARBOC MOBILITY	1GB9G5ALXA1181178	10	2011	10/17/2011	$129,314.00	ACTIVE	RAMP	154,121	GOOD	SHELBY,TN;CRITTENDEN, AR	4	7	3	DIESEL	
81	358	20 FOOT BUS	ARBOC MOBILITY	1GB9G5AL2A1180686	10	2011	10/21/2011	$129,314.00	ACTIVE	RAMP	143,863	GOOD	SHELBY,TN;CRITTENDEN, AR	4	7	3	DIESEL	
82	359	20 FOOT BUS	ARBOC MOBILITY	1GB9G5AL5A1179970	10	2011	10/21/2011	$129,314.00	ACTIVE	RAMP	139,681	GOOD	SHELBY,TN;CRITTENDEN, AR	4	7	3	DIESEL	
83	360	20 FOOT BUS	ARBOC MOBILITY	1GB9G5AL3A1180079	10	2011	10/17/2011	$129,314.00	ACTIVE	RAMP	119,851	GOOD	SHELBY,TN;CRITTENDEN, AR	4	7	3	DIESEL	
84	361	20 FOOT BUS	ARBOC MOBILITY	1GB9G5AL8A1180174	10	2011	10/17/2011	$129,314.00	ACTIVE	RAMP	148,807	GOOD	SHELBY,TN;CRITTENDEN, AR	4	7	3	DIESEL	
85	1001	30 FOOT BUS	OPTIMA	1Z9B6BSS95W216317	22	2005	12/16/2005	$253,375.00	ACTIVE	RAMP	208,744	GOOD	SHELBY,TN;CRITTENDEN, AR	10	10	0	DIESEL	NEEDS A NEW ENGINE
86	1002	30 FOOT BUS	OPTIMA	1Z9B6BSS05W216318	22	2005	12/16/2005	$253,375.00	ACTIVE	RAMP	152,700	GOOD	SHELBY,TN;CRITTENDEN, AR	10	10	0	DIESEL	BURNED - TO BE REPAIRED
87	1003	30 FOOT BUS	OPTIMA	1Z9B6BSS25W216319	22	2005	12/17/2005	$253,375.00	ACTIVE	RAMP	276,484	GOOD	SHELBY,TN;CRITTENDEN, AR	10	10	0	DIESEL	
88	1004	30 FOOT BUS	OPTIMA	1Z9B6BSS95W216320	22	2005	12/16/2005	$253,375.00	ACTIVE	RAMP	269,443	GOOD	SHELBY,TN;CRITTENDEN, AR	10	10	0	DIESEL	
89	1005	30 FOOT BUS	OPTIMA	1Z9B6BSS05W216321	22	2005	12/21/2005	$253,375.00	ACTIVE	RAMP	161,824	GOOD	SHELBY,TN;CRITTENDEN, AR	10	10	0	DIESEL	NEEDS A NEW ENGINE
90	1006	30 FOOT BUS	OPTIMA	1Z9B6BSS25W216322	22	2005	12/21/2005	$253,375.00	ACTIVE	RAMP	146,596	GOOD	SHELBY,TN;CRITTENDEN, AR	10	10	0	DIESEL	BURNED - TO BE REPAIRED
91	1007	30 FOOT BUS	OPTIMA	1Z9B6BSS45W216323	22	2005	12/23/2005	$253,375.00	ACTIVE	RAMP	270,314	GOOD	SHELBY,TN;CRITTENDEN, AR	10	10	0	DIESEL	
92	1008	30 FOOT BUS	OPTIMA	1Z9B6BSS65W216324	22	2005	12/21/2005	$253,375.00	ACTIVE	RAMP	287,325	GOOD	SHELBY,TN;CRITTENDEN, AR	10	10	0	DIESEL	
93	1010	30 FOOT BUS	OPTIMA	1Z9B6BSSX5W216326	22	2005	12/30/2005	$253,375.00	ACTIVE	RAMP	304,789	GOOD	SHELBY,TN;CRITTENDEN, AR	10	10	0	DIESEL	
94	1011	30 FOOT BUS	OPTIMA	1Z9B6BSS15W216327	22	2005	1/1/2006	$253,375.00	ACTIVE	RAMP	270,715	GOOD	SHELBY,TN;CRITTENDEN, AR	10	10	0	DIESEL	
95	1012	30 FOOT BUS	OPTIMA	1Z9B6BSS35W216328	22	2005	12/31/2005	$253,375.00	ACTIVE	RAMP	205,271	GOOD	SHELBY,TN;CRITTENDEN, AR	10	10	0	DIESEL	
96	2001	30 FOOT BUS	GILLIG	15GGE301771090836	17	2007	6/3/2007	$446,398.00	ACTIVE	RAMP	370,670	GOOD	SHELBY,TN;CRITTENDEN, AR	8	10	2	HYBRID	
97	2002	30 FOOT BUS	GILLIG	15GGE301971090837	17	2007	8/7/2007	$446,398.00	ACTIVE	RAMP	480,101	GOOD	SHELBY,TN;CRITTENDEN, AR	8	10	2	HYBRID	
98	2003	30 FOOT BUS	GILLIG	15GGE301071090838	17	2007	8/7/2007	$446,398.00	ACTIVE	RAMP	499,519	GOOD	SHELBY,TN;CRITTENDEN, AR	8	10	2	HYBRID	
99	2005	30 FOOT BUS	GILLIG	15GGE3018A1091873	17	2010	3/5/2010	$506,682.00	ACTIVE	RAMP	304,340	GOOD	SHELBY,TN;CRITTENDEN, AR	5	10	5	HYBRID	
100	2007	30 FOOT BUS	GILLIG	15GGE3011A1091956	24	2010	6/23/2010	$507,557.00	ACTIVE	RAMP	323,482	GOOD	SHELBY,TN;CRITTENDEN, AR	5	10	5	HYBRID	
101	3001	30 FOOT BUS	GILLIG	15GGE271991091859	24	2009	9/4/2009	$299,178.00	ACTIVE	RAMP	329,425	GOOD	SHELBY,TN;CRITTENDEN, AR	6	10	4	DIESEL	
102	3002	30 FOOT BUS	GILLIG	15GGE271591091860	24	2009	9/8/2009	$299,178.00	ACTIVE	RAMP	375,370	GOOD	SHELBY,TN;CRITTENDEN, AR	6	10	4	DIESEL	
103	3003	30 FOOT BUS	GILLIG	15GGE271791091861	24	2009	9/8/2009	$299,178.00	ACTIVE	RAMP	378,906	GOOD	SHELBY,TN;CRITTENDEN, AR	6	10	4	DIESEL	
104	3004	30 FOOT BUS	GILLIG	15GGE271991091862	24	2009	9/8/2009	$299,178.00	ACTIVE	RAMP	389,185	GOOD	SHELBY,TN;CRITTENDEN, AR	6	10	4	DIESEL	
105	3005	30 FOOT BUS	GILLIG	15GGE271091091863	24	2009	9/9/2009	$299,178.00	ACTIVE	RAMP	412,376	GOOD	SHELBY,TN;CRITTENDEN, AR	6	10	4	DIESEL	
106	3006	30 FOOT BUS	GILLIG	15GGE271291091864	24	2009	9/16/2009	$299,178.00	ACTIVE	RAMP	364,225	GOOD	SHELBY,TN;CRITTENDEN, AR	6	10	4	DIESEL	
107	3007	30 FOOT BUS	GILLIG	15GGE271491091865	24	2009	9/18/2009	$299,178.00	ACTIVE	RAMP	366,135	GOOD	SHELBY,TN;CRITTENDEN, AR	6	10	4	DIESEL	
108	3008	30 FOOT BUS	GILLIG	15GGE271691091866	24	2009	9/21/2009	$299,178.00	ACTIVE	RAMP	376,925	GOOD	SHELBY,TN;CRITTENDEN, AR	6	10	4	DIESEL	
109	3009	30 FOOT BUS	GILLIG	15GGE271891091867	24	2009	9/24/2009	$299,178.00	ACTIVE	RAMP	363,235	GOOD	SHELBY,TN;CRITTENDEN, AR	6	10	4	DIESEL	
110	3010	30 FOOT BUS	GILLIG	15GGE271X91091868	24	2009	9/23/2009	$299,178.00	ACTIVE	RAMP	390,757	GOOD	SHELBY,TN;CRITTENDEN, AR	6	10	4	DIESEL	
111	3011	30 FOOT BUS	GILLIG	15GGE2716A1091869	24	2010	3/2/2010	$300,982.00	ACTIVE	RAMP	332,641	GOOD	SHELBY,TN;CRITTENDEN, AR	5	10	5	DIESEL	
112	3012	30 FOOT BUS	GILLIG	15GGE2712A1091870	24	2010	3/4/2010	$300,982.00	ACTIVE	RAMP	322,186	GOOD	SHELBY,TN;CRITTENDEN, AR	5	10	5	DIESEL	
113	3013	30 FOOT BUS	GILLIG	15GGE2714A1091871	24	2010	3/2/2010	$300,982.00	ACTIVE	RAMP	301,170	GOOD	SHELBY,TN;CRITTENDEN, AR	5	10	5	DIESEL	
114	3014	30 FOOT BUS	GILLIG	15GGE2716A1091872	24	2010	3/8/2010	$300,982.00	ACTIVE	RAMP	354,858	GOOD	SHELBY,TN;CRITTENDEN, AR	5	10	5	DIESEL	
115	3016	30 FOOT BUS	GILLIG	15GGE2715A1091958	24	2010	6/23/2010	$301,857.00	ACTIVE	RAMP	330,392	GOOD	SHELBY,TN;CRITTENDEN, AR	5	10	5	DIESEL	
116	3018	30 FOOT BUS	GILLIG	15GGE2713A1091960	24	2010	6/25/2010	$301,857.00	ACTIVE	RAMP	331,417	GOOD	SHELBY,TN;CRITTENDEN, AR	5	10	5	DIESEL	
117	3019	30 FOOT BUS	GILLIG	15GGE2715A1091961	24	2010	6/25/2010	$301,857.00	ACTIVE	RAMP	310,485	GOOD	SHELBY,TN;CRITTENDEN, AR	5	10	5	DIESEL	
118	3020	30 FOOT BUS	GILLIG	15GGE2717A1091962	24	2010	6/28/2010	$301,857.00	ACTIVE	RAMP	327,836	GOOD	SHELBY,TN;CRITTENDEN, AR	5	10	5	DIESEL	
119	3021	30 FOOT BUS	GILLIG	15GGE2719A1091963	24	2010	6/29/2010	$301,857.00	ACTIVE	RAMP	335,951	GOOD	SHELBY,TN;CRITTENDEN, AR	5	10	5	DIESEL	
120	3022	30 FOOT BUS	GILLIG	15GGE2710A1091964	24	2010	6/28/2010	$301,857.00	ACTIVE	RAMP	347,257	GOOD	SHELBY,TN;CRITTENDEN, AR	5	10	5	DIESEL	
		BUSES - FIXED-ROUTE																
121	401	40 FOOT BUS	GILLIG	15GGD2913310731 34	40	2003	9/11/2003	$264,547.00	ACTIVE	RAMP	507,792	GOOD	SHELBY,TN;CRITTENDEN, AR	12	12	0	DIESEL	
122	402	40 FOOT BUS	GILLIG	15GGD291531073155	40	2003	10/11/2003	$264,547.00	ACTIVE	RAMP	257,451	GOOD	SHELBY,TN;CRITTENDEN, AR	12	12	0	DIESEL	ENGINE FIRE - BEING REPAIRED
123	406	40 FOOT BUS	GILLIG	15GGD291231073159	40	2003	10/17/2003	$264,547.00	ACTIVE	RAMP	530,867	GOOD	SHELBY,TN;CRITTENDEN, AR	12	12	0	DIESEL	
124	407	40 FOOT BUS	GILLIG	15GGD291931073160	40	2003	10/20/2003	$264,547.00	ACTIVE	RAMP	530,335	GOOD	SHELBY,TN;CRITTENDEN, AR	12	12	0	DIESEL	
125	408	40 FOOT BUS	GILLIG	15GGD291031073161	40	2003	11/3/2003	$264,547.00	ACTIVE	RAMP	512,730	GOOD	SHELBY,TN;CRITTENDEN, AR	12	12	0	DIESEL	
126	410	40 FOOT BUS	GILLIG	15GGD291431073163	40	2003	10/24/2003	$264,547.00	ACTIVE	RAMP	508,737	GOOD	SHELBY,TN;CRITTENDEN, AR	12	12	0	DIESEL	
127	414	40 FOOT BUS	GILLIG	15GGD291131073167	40	2003	11/1/2003	$264,547.00	ACTIVE	RAMP	567,140	GOOD	SHELBY,TN;CRITTENDEN, AR	12	12	0	DIESEL	
128	421	40 FOOT BUS	GILLIG	15GGD2717A1177548	40	2010	3/29/2010	$323,356.00	ACTIVE	RAMP	310,195	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	

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129	422	40 FOOT BUS	GILLIG	15GGD2719A1177549	40	2010	3/10/2010	$323,356.00	ACTIVE	RAMP	330,736	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
130	423	40 FOOT BUS	GILLIG	15GGD2715A1177550	40	2010	3/12/2010	$323,356.00	ACTIVE	RAMP	316,204	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
131	424	40 FOOT BUS	GILLIG	15GGD2717A1177551	40	2010	3/15/2010	$323,356.00	ACTIVE	RAMP	328,254	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
132	425	40 FOOT BUS	GILLIG	15GGD2719A1177552	40	2010	3/15/2010	$323,356.00	ACTIVE	RAMP	348,162	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
133	426	40 FOOT BUS	GILLIG	15GGD2710A1177553	40	2010	3/15/2010	$323,356.00	ACTIVE	RAMP	336,962	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
134	427	40 FOOT BUS	GILLIG	15GGD2712A1177554	40	2010	3/16/2010	$323,356.00	ACTIVE	RAMP	339,017	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
135	428	40 FOOT BUS	GILLIG	15GGD2710A1178377	40	2010	8/23/2010	$346,318.00	ACTIVE	RAMP	271,013	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
136	429	40 FOOT BUS	GILLIG	15GGD2712A1178378	40	2010	8/27/2010	$346,318.00	ACTIVE	RAMP	287,664	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
137	430	40 FOOT BUS	GILLIG	15GGD2714A1178379	40	2010	8/27/2010	$346,318.00	ACTIVE	RAMP	299,332	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
138	431	40 FOOT BUS	GILLIG	15GGD2710A1178380	40	2010	8/30/2010	$346,318.00	ACTIVE	RAMP	282,882	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
139	432	40 FOOT BUS	GILLIG	15GGD2712A1178381	40	2010	9/2/2010	$346,318.00	ACTIVE	RAMP	281,623	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
140	433	40 FOOT BUS	GILLIG	15GGD2714A1178382	40	2010	9/2/2010	$346,318.00	ACTIVE	RAMP	275,012	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	Burned 12/6/15
141	434	40 FOOT BUS	GILLIG	15GGD2716A1178383	40	2010	9/3/2010	$346,318.00	ACTIVE	RAMP	288,908	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
142	435	40 FOOT BUS	GILLIG	15GGD2718A1178384	40	2010	9/7/2010	$346,318.00	ACTIVE	RAMP	265,137	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
143	436	40 FOOT BUS	GILLIG	15GGD271XA1178385	40	2010	9/19/2010	$346,318.00	ACTIVE	RAMP	247,656	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
144	437	40 FOOT BUS	GILLIG	15GGD2711A1178386	40	2010	9/10/2010	$346,318.00	ACTIVE	RAMP	296,272	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
145	438	40 FOOT BUS	GILLIG	15GGD2713A1178387	40	2010	9/30/2010	$346,318.00	ACTIVE	RAMP	281,520	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
147	439	40 FOOT BUS	GILLIG	15GGD2715A1178388	40	2010	9/8/2010	$346,318.00	ACTIVE	RAMP	274,787	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
148	440	40 FOOT BUS	GILLIG	15GGD2717A1178389	40	2010	9/12/2010	$346,318.00	ACTIVE	RAMP	291,731	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
149	441	40 FOOT BUS	GILLIG	15GGD2713A1178390	40	2010	9/14/2010	$346,318.00	ACTIVE	RAMP	294,632	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
150	442	40 FOOT BUS	GILLIG	15GGD2715A1178391	40	2010	9/14/2010	$346,318.00	ACTIVE	RAMP	304,342	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
151	443	40 FOOT BUS	GILLIG	15GGD2717A1178392	40	2010	9/21/2010	$346,318.00	ACTIVE	RAMP	312,038	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
152	444	40 FOOT BUS	GILLIG	15GGD2719A1178393	40	2010	9/21/2010	$346,318.00	ACTIVE	RAMP	305,105	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
153	445	40 FOOT BUS	GILLIG	15GGD2710A1178394	40	2010	9/20/2010	$346,318.00	ACTIVE	RAMP	302,053	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
154	446	40 FOOT BUS	GILLIG	15GGD2712A1178395	40	2010	9/22/2010	$346,318.00	ACTIVE	RAMP	266,820	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
155	447	40 FOOT BUS	GILLIG	15GGD2714A1178396	40	2010	9/22/2010	$346,318.00	ACTIVE	RAMP	250,195	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	DIESEL	
156	448	40 FOOT BUS	GILLIG	15GGD2710E1184430	40	2014	5/10/2014	$389,960.00	ACTIVE	RAMP	55,749	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	DIESEL	
157	449	40 FOOT BUS	GILLIG	15GGD2712E1184431	40	2014	5/6/2014	$389,960.00	ACTIVE	RAMP	73,100	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	DIESEL	
158	450	40 FOOT BUS	GILLIG	15GGD2714E1184432	40	2014	5/10/2014	$389,960.00	ACTIVE	RAMP	72,888	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	DIESEL	
159	451	40 FOOT BUS	GILLIG	15GGD2716E1184433	40	2014	5/10/2014	$389,960.00	ACTIVE	RAMP	72,242	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	DIESEL	
160	452	40 FOOT BUS	GILLIG	15GGD2718E1184434	40	2014	5/13/2014	$389,960.00	ACTIVE	RAMP	61,557	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	DIESEL	
161	453	40 FOOT BUS	GILLIG	15GGD271XE1184435	40	2014	5/12/2014	$389,960.00	ACTIVE	RAMP	59,507	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	DIESEL	
162	454	40 FOOT BUS	GILLIG	15GGD2711E1184436	40	2014	5/13/2014	$389,960.00	ACTIVE	RAMP	60,934	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	DIESEL	
163	455	40 FOOT BUS	GILLIG	15GGD2713E1184437	40	2014	5/17/2014	$389,960.00	ACTIVE	RAMP	53,336	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	DIESEL	
164	456	40 FOOT BUS	GILLIG	15GGD2715E1184438	40	2014	5/17/2014	$389,960.00	ACTIVE	RAMP	63,948	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	DIESEL	
165	457	40 FOOT BUS	GILLIG	15GGD2717E1184439	40	2014	5/30/2014	$389,960.00	ACTIVE	RAMP	60,522	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	DIESEL	
166	458	40 FOOT BUS	GILLIG	15GGD2713E1184440	40	2014	5/18/2014	$389,960.00	ACTIVE	RAMP	56,378	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	DIESEL	
167	459	40 FOOT BUS	GILLIG	15GGD2715E1184441	40	2014	5/21/2014	$389,960.00	ACTIVE	RAMP	55,501	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	DIESEL	
168	460	40 FOOT BUS	GILLIG	15GGD2716F1184631	40	2015	12/5/2015	$389,960.00	ACTIVE	RAMP		GOOD	SHELBY,TN;CRITTENDEN, AR	0	12	12	DIESEL	
169	461	40 FOOT BUS	GILLIG	15GGD271XF1184632	40	2015	12/7/2015	$389,960.00	ACTIVE	RAMP		GOOD	SHELBY,TN;CRITTENDEN, AR	0	12	12	DIESEL	
170	462	40 FOOT BUS	GILLIG	15GGD2711F1184633	40	2015	12/8/2014	$389,960.00	ACTIVE	RAMP		GOOD	SHELBY,TN;CRITTENDEN, AR	0	12	12	DIESEL	
171	501	60 FOOT ARTICULATED BUS	NEOPLAN	1N9TA3GA14L013001	60	2004	10/24/2005	$422,780.00	ACTIVE	RAMP	263,769	GOOD	SHELBY,TN;CRITTENDEN, AR	11	12	1	DIESEL	
172	502	60 FOOT ARTICULATED BUS	NEOPLAN	1N9TA3GA34L013002	60	2004	10/25/2003	$422,780.00	ACTIVE	RAMP	250,865	GOOD	SHELBY,TN;CRITTENDEN, AR	11	12	1	DIESEL	
173	504	60 FOOT ARTICULATED BUS	NEOPLAN	1N9TA3GA74L013004	60	2004	10/29/2003	$422,780.00	ACTIVE	RAMP	270,446	GOOD	SHELBY,TN;CRITTENDEN, AR	11	12	1	DIESEL	
174	505	60 FOOT ARTICULATED BUS	NEOPLAN	1N9TA3GA94L013005	60	2004	10/31/2003	$422,780.00	ACTIVE	RAMP	131,499	GOOD	SHELBY,TN;CRITTENDEN, AR	11	12	1	DIESEL	ENGINE FIRE - BEING REPAIRED
175	506	60 FOOT ARTICULATED BUS	NEOPLAN	1N9TA3GA04L013006	60	2004	10/31/2003	$422,780.00	ACTIVE	RAMP	262,599	GOOD	SHELBY,TN;CRITTENDEN, AR	11	12	1	DIESEL	
176	507	60 FOOT ARTICULATED BUS	NEOPLAN	1N9TA3GA24L013007	60	2004	10/29/2003	$422,780.00	ACTIVE	RAMP	257,500	GOOD	SHELBY,TN;CRITTENDEN, AR	11	12	1	DIESEL	
177	601	30' TROLLEY BUS	HOMETOWN TROL	1F66F5DY7E0A16132	21	2015	7/30/2015	$144,350.00	ACTIVE	LIFT		GOOD	SHELBY,TN	0	7	7	GAS	
178	602	30' TROLLEY BUS	HOMETOWN TROL	1F66F5DY9E0A16133	21	2015	7/29/2015	$144,350.00	ACTIVE	LIFT		GOOD	SHELBY,TN	0	7	7	GAS	
179	603	30' TROLLEY BUS	HOMETOWN TROL	1F66F5DY0E0A16134	21	2015	8/6/2015	$144,350.00	ACTIVE	LIFT		GOOD	SHELBY,TN	0	7	7	GAS	
180	604	30' TROLLEY BUS	HOMETOWN TROL	1F66F5DY3F0A05713	21	2015	8/4/2015	$144,350.00	ACTIVE	LIFT		GOOD	SHELBY,TN	0	7	7	GAS	
181	605	30' TROLLEY BUS	HOMETOWN TROL	1F66F5DY0F0A08911	21	2015	10/7/2015	$140,432.00	ACTIVE	LIFT		GOOD	SHELBY,TN	0	7	7	GAS	
182	606	30' TROLLEY BUS	HOMETOWN TROL	1F66F5DY1G0A03914	21	2015	11/3/2015	$140,432.00	ACTIVE	LIFT		GOOD	SHELBY,TN	0	7	7	GAS	
183	607	30' TROLLEY BUS	HOMETOWN TROL	1F66F5DY3G0A03915	21	2015	11/11/2015	$140,432.00	ACTIVE	LIFT		GOOD	SHELBY,TN	0	7	7	GAS	
184	608	30' TROLLEY BUS	HOMETOWN TROL	1F66F5DY5G0A03916	21	2015	12/4/2015	$140,432.00	ACTIVE	LIFT		GOOD	SHELBY,TN	0	7	7	GAS	
185	829	40 FOOT BUS	NOVA BUS	2NVYL82K8V3000112	38	1998	2/19/1998	$243,998.00	ACTIVE	RAMP	301,946	GOOD	SHELBY,TN;CRITTENDEN, AR	17	12	-5	DIESEL	
186	890	40 FOOT BUS	NOVA BUS	2NVYL82S913000338	37	2002	1/31/2002	$266,523.00	ACTIVE	RAMP	588,583	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
187	891	40 FOOT BUS	NOVA BUS	2NVYL82S013000339	37	2002	1/31/2002	$266,523.00	ACTIVE	RAMP	611,861	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
188	893	40 FOOT BUS	NOVA BUS	2NVYL82S913000341	37	2002	1/31/2002	$266,523.00	ACTIVE	RAMP	656,656	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
189	894	40 FOOT BUS	NOVA BUS	2NVYL82S013000342	37	2002	1/31/2002	$266,523.00	ACTIVE	RAMP	660,695	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
190	896	40 FOOT BUS	NOVA BUS	2NVYL82S413000344	37	2002	1/31/2002	$266,523.00	ACTIVE	RAMP	515,510	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
191	897	40 FOOT BUS	NOVA BUS	2NVYL82S613000345	37	2002	1/31/2002	$266,523.00	ACTIVE	RAMP	632,772	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
192	898	40 FOOT BUS	NOVA BUS	2NVYL82S813000346	37	2002	1/31/2002	$266,523.00	ACTIVE	RAMP	668,009	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
193	899	40 FOOT BUS	NOVA BUS	2NVYL82SX13000347	37	2002	1/31/2002	$266,523.00	ACTIVE	RAMP	595,129	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
194	904	40 FOOT BUS	NOVA BUS	2NVYL82S313000352	37	2002	1/31/2002	$277,015.00	ACTIVE	RAMP	654,500	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
195	905	40 FOOT BUS	NOVA BUS	2NVYL82S513000353	37	2002	1/31/2002	$277,015.00	ACTIVE	RAMP	649,949	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	

Memphis Area Transit
Capital Assets Worksheet
Inventory Date: 1-15-2016

ITEM #	AGENCY TAG NUMBER	VEHICLE DESCRIPTION	MANUFACTURER	MANUFACTURER ID	# OF SEATS	MODEL YEAR	DELIVERY DATE	PURCHASE PRICE	OPERATING STATUS	LIFT/ RAMP?	MILEAGE AT 6/30/2015	CONDITION	COUNTY OPERATED IN	AGE	LIFE EXP.	LIFE LEFT	ENERGY SOURCE	COMMENTS
196	908	40 FOOT BUS	NOVA BUS	2NVYL82S013000356	37	2002	1/31/2002	$277,015.00	ACTIVE	RAMP	675,015	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
197	909	40 FOOT BUS	NOVA BUS	2NVYL82S723000226	37	2002	1/31/2002	$270,521.00	ACTIVE	RAMP	555,188	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
198	910	40 FOOT BUS	NOVA BUS	2NVYL82S923000227	37	2002	1/31/2002	$270,521.00	ACTIVE	RAMP	602,810	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
199	911	40 FOOT BUS	NOVA BUS	2NVYL82S023000228	37	2002	1/31/2002	$270,521.00	ACTIVE	RAMP	687,900	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
200	915	40 FOOT BUS	NOVA BUS	2NVYL82S223000232	37	2002	1/31/2002	$270,521.00	ACTIVE	RAMP	568,704	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
201	916	40 FOOT BUS	NOVA BUS	2NVYL82S423000233	37	2002	1/31/2002	$270,521.00	ACTIVE	RAMP	537,969	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
202	919	40 FOOT BUS	NOVA BUS	2NVYL82SX23000236	37	2002	1/31/2002	$270,521.00	ACTIVE	RAMP	588,500	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
203	921	40 FOOT BUS	NOVA BUS	2NVYL82S323000238	37	2002	1/31/2002	$270,521.00	ACTIVE	RAMP	666,367	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
204	922	40 FOOT BUS	NOVA BUS	2NVYL82S523000239	37	2002	1/31/2002	$270,521.00	ACTIVE	RAMP	524,586	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
205	924	40 FOOT BUS	NOVA BUS	2NVYL82S323000241	37	2002	1/31/2002	$281,013.00	ACTIVE	RAMP	564,313	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
206	925	40 FOOT BUS	NOVA BUS	2NVYL82S523000242	37	2002	1/31/2002	$281,013.00	ACTIVE	RAMP	659,895	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
207	926	40 FOOT BUS	NOVA BUS	2NVYL82S723000243	37	2002	1/31/2002	$281,013.00	ACTIVE	RAMP	639,751	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
208	927	40 FOOT BUS	NOVA BUS	2NVYL82S923000244	37	2002	1/31/2002	$281,013.00	ACTIVE	RAMP	658,568	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
209	928	40 FOOT BUS	NOVA BUS	2NVYL82S023000245	37	2002	1/31/2002	$281,013.00	ACTIVE	RAMP	561,404	GOOD	SHELBY,TN;CRITTENDEN, AR	13	12	-1	DIESEL	
210	2004	30 FOOT BUS	GILLIG	15GGE30127 1090839	17	2007	8/9/2007	$446,398.00	ACTIVE	RAMP	339,818	GOOD	SHELBY,TN;CRITTENDEN, AR	8	10	2	HYBRID	
211	2006	30 FOOT BUS	GILLIG	15GGE301XA1091874	17	2010	3/8/2010	$506,682.00	ACTIVE	RAMP	200,087	GOOD	SHELBY,TN;CRITTENDEN, AR	5	10	5	HYBRID	Burned 2/2015
212	4001	40 FOOT BUS	GILLIG	15GGD3013A1177546	40	2010	3/8/2010	$529,060.00	ACTIVE	RAMP	343,290	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	HYBRID	
213	4002	40 FOOT BUS	GILLIG	15GGD3015A1177547	40	2010	3/9/2010	$529,060.00	ACTIVE	RAMP	313,999	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	HYBRID	
214	4003	40 FOOT BUS	GILLIG	15GGD301XA1177799	40	2010	6/21/2010	$529,535.00	ACTIVE	RAMP	319,391	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	HYBRID	
215	4004	35 FOOT BUS	GILLIG	15GGD3011C1181307	40	2012	9/2/2012	$551,764.00	ACTIVE	RAMP	176,541	GOOD	SHELBY,TN;CRITTENDEN, AR	3	12	9	HYBRID	
216	4005	35 FOOT BUS	GILLIG	15GGD3013C1181308	40	2012	8/31/2012	$551,764.00	ACTIVE	RAMP	177,677	GOOD	SHELBY,TN;CRITTENDEN, AR	3	12	9	HYBRID	
217	4006	35 FOOT BUS	GILLIG	15GGD3015C1181309	40	2012	9/2/2012	$551,764.00	ACTIVE	RAMP	190,257	GOOD	SHELBY,TN;CRITTENDEN, AR	3	12	9	HYBRID	
218	4007	35 FOOT BUS	GILLIG	15GGD3011C1181310	40	2012	9/11/2012	$551,764.00	ACTIVE	RAMP	169,086	GOOD	SHELBY,TN;CRITTENDEN, AR	3	12	9	HYBRID	
219	4008	35 FOOT BUS	GILLIG	15GGD3013C1181311	40	2012	9/5/2012	$551,764.00	ACTIVE	RAMP	195,052	GOOD	SHELBY,TN;CRITTENDEN, AR	3	12	9	HYBRID	
220	4009	40 FOOT BUS	GILLIG	15GGD3015C1181312	40	2012	9/5/2012	$551,764.00	ACTIVE	RAMP	188,151	GOOD	SHELBY,TN;CRITTENDEN, AR	3	12	9	HYBRID	
221	4010	40 FOOT BUS	GILLIG	15GGD3017C1181313	40	2012	9/6/2012	$551,764.00	ACTIVE	RAMP	190,037	GOOD	SHELBY,TN;CRITTENDEN, AR	3	12	9	HYBRID	
222	4011	40 FOOT BUS	GILLIG	15GGD3019C1181314	40	2012	9/11/2012	$551,764.00	ACTIVE	RAMP	188,447	GOOD	SHELBY,TN;CRITTENDEN, AR	3	12	9	HYBRID	
223	4012	40 FOOT BUS	GILLIG	15GGD3010C1181315	40	2012	9/13/2012	$551,764.00	ACTIVE	RAMP	190,660	GOOD	SHELBY,TN;CRITTENDEN, AR	3	12	9	HYBRID	
224	4013	40 FOOT BUS	GILLIG	15GGD3012C1181316	40	2012	9/13/2012	$551,764.00	ACTIVE	RAMP	185,485	GOOD	SHELBY,TN;CRITTENDEN, AR	3	12	9	HYBRID	
225	4014	40 FOOT BUS	GILLIG	15GGD3014C1181317	40	2012	9/15/2012	$551,764.00	ACTIVE	RAMP	191,130	GOOD	SHELBY,TN;CRITTENDEN, AR	3	12	9	HYBRID	
226	4015	40 FOOT BUS	GILLIG	15GGD3016C1181318	40	2012	9/15/2012	$551,764.00	ACTIVE	RAMP	169,841	GOOD	SHELBY,TN;CRITTENDEN, AR	3	12	9	HYBRID	
227	4016	40 FOOT BUS	GILLIG	15GGD3018C1181319	40	2012	9/20/2012	$551,764.00	ACTIVE	RAMP	171,438	GOOD	SHELBY,TN;CRITTENDEN, AR	3	12	9	HYBRID	
228	4017	40 FOOT BUS	GILLIG	15GGD3014C1181320	40	2012	9/20/2012	$551,764.00	ACTIVE	RAMP	179,680	GOOD	SHELBY,TN;CRITTENDEN, AR	3	12	9	HYBRID	
229	4018	40 FOOT BUS	GILLIG	15GGD3016C1181321	40	2012	9/20/2012	$551,764.00	ACTIVE	RAMP	176,369	GOOD	SHELBY,TN;CRITTENDEN, AR	3	12	9	HYBRID	
230	4019	40 FOOT BUS	GILLIG	15GGD3015E1184228	40	2014	4/4/2014	$578,819.00	ACTIVE	RAMP	46,988	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	HYBRID	
231	4020	40 FOOT BUS	GILLIG	15GGD3017E1184229	40	2014	4/8/2014	$578,819.00	ACTIVE	RAMP	46,627	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	HYBRID	
232	4021	40 FOOT BUS	GILLIG	15GGD3013E1184230	40	2014	4/8/2014	$578,819.00	ACTIVE	RAMP	48,952	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	HYBRID	
233	4022	40 FOOT BUS	GILLIG	15GGD3015E1184231	40	2014	4/11/2014	$578,819.00	ACTIVE	RAMP	46,502	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	HYBRID	
234	4023	40 FOOT BUS	GILLIG	15GGD3017E1184232	40	2014	4/9/2014	$578,819.00	ACTIVE	RAMP	76,646	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	HYBRID	
235	4024	40 FOOT BUS	GILLIG	15GGD3019E1184233	40	2014	4/11/2014	$578,819.00	ACTIVE	RAMP	75,389	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	HYBRID	
236	4025	40 FOOT BUS	GILLIG	15GGD3010E1184234	40	2014	4/12/2014	$578,819.00	ACTIVE	RAMP	74,952	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	HYBRID	
237	4026	40 FOOT BUS	GILLIG	15GGD3012E1184235	40	2014	4/13/2014	$578,819.00	ACTIVE	RAMP	74,747	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	HYBRID	
238	4027	40 FOOT BUS	GILLIG	15GGD3014E1184236	40	2014	4/15/2014	$578,819.00	ACTIVE	RAMP	72,742	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	HYBRID	
239	4028	40 FOOT BUS	GILLIG	15GGD3018E1184237	40	2014	4/18/2014	$578,819.00	ACTIVE	RAMP	47,328	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	HYBRID	
240	4029	40 FOOT BUS	GILLIG	15GGD3018E1184238	40	2014	4/18/2014	$578,819.00	ACTIVE	RAMP	45,754	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	HYBRID	
241	4030	40 FOOT BUS	GILLIG	15GGD301XE1184239	40	2014	4/21/2014	$578,819.00	ACTIVE	RAMP	47,388	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	HYBRID	
242	4031	40 FOOT BUS	GILLIG	15GGD3016E1184240	40	2014	4/20/2014	$578,819.00	ACTIVE	RAMP	70,805	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	HYBRID	
243	4032	40 FOOT BUS	GILLIG	15GGD3018E1184241	40	2014	4/22/2014	$578,819.00	ACTIVE	RAMP	70,956	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	HYBRID	
244	4033	40 FOOT BUS	GILLIG	15GGD3011E1184242	40	2014	4/22/2014	$578,819.00	ACTIVE	RAMP	73,931	GOOD	SHELBY,TN;CRITTENDEN, AR	1	12	11	HYBRID	
245	5001	35 FOOT BUS	GILLIG	15GGB3019A1178397	35	2010	9/22/2010	$538,268.00	ACTIVE	RAMP	290,882	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	HYBRID	
246	5002	35 FOOT BUS	GILLIG	15GGB3010A1178398	35	2010	9/25/2010	$538,268.00	ACTIVE	RAMP	262,687	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	HYBRID	
247	5003	35 FOOT BUS	GILLIG	15GGB3012A1178399	35	2010	9/27/2010	$538,268.00	ACTIVE	RAMP	302,256	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	HYBRID	
248	5004	35 FOOT BUS	GILLIG	15GGB3015A1178400	35	2010	9/27/2010	$538,268.00	ACTIVE	RAMP	238,772	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	HYBRID	
249	5005	35 FOOT BUS	GILLIG	15GGB3017A1178401	35	2010	9/27/2010	$538,268.00	ACTIVE	RAMP	187,135	GOOD	SHELBY,TN;CRITTENDEN, AR	5	12	7	HYBRID	

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: _____

EXHIBIT I

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 bid 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 bid 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 bid or proposals; 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)

EXHIBIT III

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 statues 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

EXHIBIT III
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

EXHIBIT IV

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 _____

Letter of Intent to Perform as a DBE Contractor or Subcontractor

To: _____ **21-07**

Name of Prime/General Proposer — 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 = Subcontractor

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# 21-07 Insurance Broker Services 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 bidder's list for this item.

( ) Please remove our name from the bidder's list for this item.

FAILURE TO RETURN EITHER A BID OR THIS FORM MAY RESULT IN REMOVAL FROM THE BIDDER'S LIST.

RFP 21-07 INSURANCE BROKER SERVICES
PROPOSAL FORM

YEAR 1 4/1/2021 – 3/31/2022	YEAR 2 4/1/2022 – 3/31/2023	YEAR 3 4/1/2023 – 3/31/2024	YEAR 4 4/1/2024 – 3/31/2025	YEAR 5 4/1/2025 – 3/31-2026	TOTAL
$	$	$	$	$	$

NAME OF INDIVIDUAL/PARTNER/CORPORATION: _____

ADDRESS: _____

PHONE: _____ FAX _____

EMAIL: _____

BY: _____ TITLE: _____

SIGNATURE: _____

IMPORTANT – PROPOSAL MUST BE SIGNED

SECTION D

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISE

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. Refer to Section A, 7.0 for DBE requirements.

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 promise 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 Islancs, Macao, Fiji, Tonga, Kirbati, Juvalu, 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)(l)(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. <u>DBE Substitutions</u>

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 DBEs 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 DBEs 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 MA'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. <u>Good Faith Efforts</u>

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 bust 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 provides 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.

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 venturer, 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 venturer 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 Subcontractor Payment Status Reports" 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 Subcontractor Payment Status 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: Compliance Officer/DBE Program, 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.

9. Enforcement

a. All Proposers are hereby advised that failure to carry out the requirements set forth above shall constitute a material breach of the contract, and after notification by MATA may result in rejection of the proposal or bid; termination of the contract; a deduction from the contract funds due or to become due the contractor; or other such remedy as the MATA deems appropriate. Failure to comply with the DBE requirements shall include but not be limited to failure to meet the established goal, failure to submit documentation of good faith efforts; failure to exert a good faith effort (as determined by MATA) to meet any established DBE participation goal; failure to adhere to DBE

substitution requirements; and failure to realize the DBE participation.

b. If awarded the contract, the Proposer acknowledges and agrees that if MATA determines that the Proposer, a DBE or any other firm retained by the Proposer has failed to comply with the DBE Program requirements or federal or state DBE Program regulations, MATA, through its Contracting Officer, shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met, and to assess against and withhold monetary damages from the contractor in the full amount of that breach. MATA may impose any other remedies available at law or provided in the contract in the event of a contract breach. The Proposer further understands and agrees that this clause authorizes MATA, through MATA's Contracting Officer, to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other damages or remedy provisions in the contract. By entering into a contract, the Proposer irrevocably agrees to such an assessment of damages for DBE Program purposes, and authorizes MATA to make such an assessment of damages against the Proposer and to collect that assessment from any sums due the Proposer under the contract, or any other contract, or by other legal process. The Proposer makes this certification, agreement and authorization on behalf of itself, its subcontractors and suppliers, and the bid bond and contract bond sureties.

c. The decision of the Contracting Officer shall be final and conclusive unless, within ten (10) days from the receipt, in writing, of such decision, the Proposer mails or otherwise furnishes to the Contracting Officer an appeal, in writing, addressed to the President/General Manager of MATA. The President/General Manager shall review the dispute, related documents and the Contracting Officer's decision. The President/General Manager may consult with MATA's project manager, the Contracting Officer or any other person deemed necessary by the President/General Manager. The decision of the President/General Manager shall be final and conclusive unless, within 10 days from the date of the receipt of such decision, in writing, the Proposer mails or otherwise furnishes to the Contracting Officer an appeal, in writing, 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 appeal 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 section, the Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Proposer shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

ATTACHMENT 1

GENERAL CONTRACT PROVISION

MEMPHIS AREA TRANSIT AUTHORITY (MATA)

GENERAL CONTRACT PROVISIONS

1. Non-Collusion - The Proposer guarantees that the Proposal submitted is not a product of collusion with any other Proposer and no effort has been made to fix the Proposal price of any Proposer or to fix any overhead, profit, or cost element of any Proposal price. An Affidavit of Non-Collusion, as per attached format, must be signed and submitted with Proposal. (Exhibit I)

2. Proposal Acceptance - Each Proposal 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 Proposer and the purchaser, which shall bind the Proposer on his part to furnish and deliver at his Proposal price and in accordance with said accepted Proposal and specifications.

3. Pricing - The price to be quoted in any Proposal 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 are clearly necessary for the completion of the item and its appurtenances shall be considered a portion of such Proposal 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. Proposer should note discounts, if any. Freight charges must be included in Proposal price.

4. Terms of Payment - Payment for the specified items shall be net thirty (30) days after acceptance.

5. Acceptance of Material - If the item is not acceptable; MATA will furnish a letter of non-acceptance detailing the deficiencies within thirty (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 Proposal may be cause for its rejection.

    c. If a potential Proposer 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 WEDNESDAY, FEBRUARY 10, 2021 @ 11:00 AM. LOCAL TIME, 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 faxed to (901) 278-9108 or (901) 274-5866. They may also be e-mailed to abest@matatransit.com or smaclin@matatransit.com

    e. MATA's replies to requests under paragraph (d) above will be post-marked at least

fourteen (14) days before the date scheduled for Proposal opening.

f. A notice of approved equals shall be furnished to all parties receiving specifications so that all Proposers may prepare their Proposal accordingly.

g. Appeal from the decisions of MATA to approve or disapprove approved equal status shall be submitted in writing to the President/General Manager, MATA, 1370 Levee Road, Memphis, TN 38108, not later than five (5) 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 President/General Manager may request additional information from the appealing party, and information or a response from the Proposers which shall likewise be submitted in writing to the President/General Manager not later than ten (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 Proposers; 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 President/General Manager 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 President/General Manager, 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 President/General Manager 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 Proposal documents have been furnished.

7. Proposal Withdrawal -

a. Each and every Proposer who submits his Proposal specifically waives any right to withdraw it except as hereinafter provided. Proposers will be given permission to withdraw any Proposal after it has been deposited with MATA, provided any Proposer makes its request by telephone, telegraph, or in writing, twenty-four (24) hours before the time Proposals are due. Requests pertaining to withdrawals by telephone or telegraph must be confirmed in writing by the Proposer and must reach the Office of the President/General Manager of MATA not later than one (1) hour prior to the time fixed for submission of Proposals.

b. No Proposer may withdraw his Proposal within ninety (90) days after the date Proposals are due.

8. Proposal Rejection - MATA reserves the right to waive any minor Proposal informalities or irregularities received 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. Conditional Proposals, 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 Proposal prices. MATA will provide necessary

tax exemption certificate to manufacturer, if requested.

10. Proposal Evaluation -

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

    b. Proposers 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 Proposals singularly or collectively on any of the Proposal items.

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

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

12. Protest Procedures - Protests may be made by prospective Proposers 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, 1370 Levee Road, Memphis, TN 38108. 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. Proposal protests alleging restrictive specifications or improprieties which are apparent prior to Proposal closing time or receipt of Proposals must be submitted in writing to the Contracting Officer and must be received seven (7) days prior to Proposal closing time or receipt of Proposals. If the written protest is not received by the time specified, Proposals 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 Proposers, which shall likewise be submitted in writing to the Contracting Officer not later than ten (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 Proposers; 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 ten (10) days from the date of the informal hearing.

b. Proposal 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 (7) 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 Proposers. 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 Proposers whose Proposals might become eligible for award shall be requested before expiration of the time for acceptance, to extend or withdraw the Proposal.

Where a written protest against the making of an award is received in the time specified, award will not be made prior to seven (7) 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 (7) 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 (7) 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 President/General Manager and received within seven (7) days after the date of the written determination by the Contracting Officer. The President/General Manager may request additional information from the appealing party and information or a response from other Proposers, which shall likewise be submitted in writing to the President/General Manager not later than ten (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 Proposers; 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 President/General Manager shall either (a) render a decision, or (b) at the sole election of the President/General Manager, 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 President/General Manager shall render a decision, which shall be final and advise all interested parties thereof in writing but no later than ten (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 (5) working days after a final decision of MATA's President/General Manager 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 (5) 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 Proposer is required to show on all correspondence with MATA and FTA, the following: RFP No. 21-07. Communication with MATA should be mailed directly to Ashley Best, Contract Administrator, MATA, 1370 Levee Road, Memphis, TN 38108, or sent by fax to (901) 278-9108 or (901) 274-5866, or sent by e-mail at 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 Mid-South Transportation Management, Inc. (MTM). The CONTRACTOR shall cooperate with and abide by the instructions of MATA and MTM personnel.

16. Extent of Agreement -

a. The Proposal submitted by the CONTRACTOR is incorporated herein by reference as fully set forth verbatim herein. In the event of conflict between this Contract and Proposal, 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 affecting 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 4220.1F, "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 proposing 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 and implementing regulations of the National Environmental Policy Act of 1969, as amended (NEPA), 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508*;* and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and other applicable Federal environmental protection regulations that may be promulgated at a later date. The CONTRACTOR agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and, as applicable, 23 U.S.C. § 326, pertaining to State responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 *Fed. Reg*. 66576 *et seq*., November 15, 2006, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

b. **Air Quality (Applicable to Contracts Exceeding $100,000) –** Except to the extent the Federal Government determines otherwise in writing, the CONTRACTOR agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. Specifically:

1. The CONTRACTOR agrees to comply with the applicable requirements of Subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c); with U.S. EPA regulations, "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, Subpart A; and with any other applicable Federal conformity regulations that may be promulgated at a later date. To support the requisite air quality conformity finding for the Project, the CONTRACTOR agrees to implement each air quality mitigation or control measure incorporated in the applicable documents accompanying the approval of the Project. The CONTRACTOR further 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 public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, to the extent they apply to the Project, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; U.S. EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and U.S. EPA regulations "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600, and any revisions thereto.

3. The CONTRACTOR agrees to comply with the notice of violating facilities provisions of Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and facilitate compliance with 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 Requirements **(Applicable to Contracts Exceeding $100,000) -** Except to the extent the Federal Government determines otherwise in writing, the CONTRACTOR agrees to comply with all Federal laws and regulations and follow applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. Specifically:

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. §§ 300f through 300j-6.

2. The CONTRACTOR agrees to comply with the notice of violating facilities provisions of Section 508 of the Clean Water Act, as amended, 33 U.S.C. §§ 1368, and facilitate compliance with 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 Certain Public Lands. The CONTRACTOR agrees that in implementing its Project, it will not use any 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, unless the Federal Government makes the findings required by 49 U.S.C.§ 303. The CONTRACTOR also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Part 774, and referenced in 49 C.F.R. Part 622.

e. Wild and Scenic Rivers. The CONTRACTOR agrees to comply with applicable provisions of the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system, with applicable implementing U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 C.F.R. Part 297, and with applicable implementing U.S. Bureau of Land Management regulations, "Management Areas," 43 C.F.R. Part 8350.

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 through 1465.

g. Wetlands. The CONTRACTOR agrees to comply with the protections for wetlands addressed in Executive Order No. 11990, as amended, "Protection of Wetlands," 42 U.S.C. § 4321 note.

h. Floodplains. The CONTRACTOR agrees to facilitate compliance 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 and Fisheries Conservation. The CONTRACTOR agrees to comply with applicable protections for endangered species of the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 *et seq.*

j. Historic Preservation. The CONTRACTOR agrees as follows:

1. The CONTRACTOR agrees that in implementing its Project, it will not use any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places, unless the Federal Government makes the findings required by 49 U.S.C. § 303.

2. The CONTRACTOR agrees to encourage compliance with the 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 through 469c as follows:

(a) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the CONTRACTOR 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 affected properties.

(b) The CONTRACTOR agrees to comply with all applicable Federal regulations and directives to avoid or mitigate adverse effects on those historic properties, except to the extent the Federal Government determines otherwise in writing.

k. Indian Sacred Sites. The CONTRACTOR agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, pursuant to the American Indian Religious Freedom Act, 42 U.S.C. § 1996, in accordance with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note, except to the extent that the Federal Government determines otherwise in writing.

l. 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 the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including 23 C.F.R. Part 771, 23 C.F.R. Part 774, 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 other documents required by 49 U.S.C. § 303). The CONTRACTOR also 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. The CONTRACTOR agrees that any deferred mitigation measures will be incorporated by reference and made part of the Contract as soon as agreement with the Federal Government is reached. The CONTRACTOR agrees that any mitigation measures agreed on may not be modified or withdrawn without the express written approval of the Federal Government.

22. Energy Conservation - The CONTRACTOR agrees to comply with applicable mandatory energy efficiency standards and policies under the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq*., except to the extent that the Federal Government determines otherwise in writing. As applicable, the CONTRACTOR agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, in compliance with FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

23. Patent Rights **– (Applicable to Contracts For Planning, Research, Development and/or Demonstration Projects Only)**

a. General. If any invention, improvement, or discovery of the CONTRACTOR or of any subcontractor, lessee, third party contractor, or other participant 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 Recipient agrees to notify FTA immediately and provide a detailed report in a format satisfactory to FTA.

b. Federal Rights. The CONTRACTOR agrees that its rights and responsibilities, and those of each subcontractor, lessee, or other participant at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the Recipient agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that subcontract, lease, or arrangement, as specified in 35 U.S.C. §§ 200 *et seq*., and 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, irrespective of the status of the CONTRACTOR, subcontractor, lessee, third party contractor or other participant in the Project (*i.e.*, a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual).

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 **– (Applicable to Contracts For Planning, Research, Development and/or Demonstration Projects Only)**

a. Definition. The term "subject data," as used in this Section 18 of the FTA Master Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement for the Project. 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" do not include financial reports, cost analyses, or other similar information used for Project administration.

b. General. The following restrictions apply to all subject data first produced in the performance of the Contract for the Project:

(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 prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such

data to the public.

(2) The restrictions on publication of Paragraph 18(b)(1) of the FTA Master Agreement, however, do not apply to a Contract with an institution of higher learning.

c. Federal Rights in Data and Copyrights. The CONTRACTOR agrees 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 this Subsection 18.c of the FTA Master Agreement. 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 the Federal Government's license to:

(1) Any subject data developed under the Contract for the Project, or under a subcontract, lease, third party contract or other arrangement at any tier of the Project, supported with Federal assistance derived from the Contract for the Project, whether or not a copyright has been obtained; and

(2) Any rights of copyright to which a CONTRACTOR, subcontractor, lessee, third party contractor, or other participant at any tier of the Project purchases ownership using Federal assistance.

d. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, when the Project is completed, the CONTRACTOR agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the CONTRACTOR agrees to provide other reports pertaining to the Project that FTA may request. The CONTRACTOR agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA. In addition, except to the extent that FTA determines otherwise in writing, the CONTRACTOR to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as set forth in Subsection 18.c of the FTA Master Agreement, FTA may make available to any FTA CONTRACTOR, subcontractor, or other participant at any tier of the Project, 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 18.a of the FTA Master Agreement and shall be delivered as the Federal Government may direct. This Subsection 18.d, however, does not apply to adaptations of automatic data processing equipment or programs for the CONTRACTOR's use when the costs thereof are financed with Federal assistance through an FTA capital program.

e. License Fees and Royalties. FTA considers income earned from license fees and royalties for copyrighted material, or trademarks 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.

f. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA determines otherwise in writing, upon request by the Federal Government, the CONTRACTOR agrees 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 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 the Project. The

CONTRACTOR shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

g. Restrictions on Access to Patent Rights. Nothing in Section 18 of the FTA Master Agreement pertaining to rights in data shall either 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.

h. Data Developed Without Federal Funding or Support. In connection with the Project, the CONTRACTOR may find it necessary to provide data to FTA developed without any Federal funding or support by the Federal Government. The requirements of Subsections 18.b, 18.c, and 18.d of the FTA Master Agreement do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with the Project. Nevertheless, the CONTRACTOR understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

i. 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 Organizations," at 49 C.F.R. § 19.36(d), or other applicable Federal laws or Federal regulations, the CONTRACTOR understands and agrees that the data and information it submits to the Federal Government may be required to be released in accordance with the Freedom of Information Act (or another Federal law or Federal regulation 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 Proposer 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 Proposal item whether the vendor manufactures the same or purchased ready-made from a source outside the vendor's company.

26. References - Proposer shall provide with his Proposal at least three references for projects similar to that described in this Request for Proposal. 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 Proposal due date.

27. Delivery - Proposals shall provide for delivery of all equipment or supplies 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 Sections 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 **(Applicable to Contracts Exceeding $100,000)** - 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 Proposal or the Proposal 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.

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 thirty (30) days following the date of loading for shipments originating within the United States, or within thirty (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 (Applicable to Contracts Exceeding $25,000)** - 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, MTM, First Transit, Inc., 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 **(Applicable to Construction Contracts)** - 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 the 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 which result in a single Proposal being 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 Proposal 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 resulting in a single Proposal will be treated as a negotiated procurement and MATA reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If both parties cannot agree upon a negotiated price, MATA reserves the right to reject the single Proposal.

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, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the CONTRACTOR the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

b. If the CONTRACTOR makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the CONTRACTOR the penalties of 49 U.S.C. § 5323(1), 18 U.S.C. § 1001, or other applicable Federal law 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 Environmental Protection Agency 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 current FTA Master Agreement, 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 **(Applicable to Contracts Exceeding $100,000)** - 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.

44. Recycled Products - The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recover 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 (17), dated October 1, 2010, 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,"28 C.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 ten (10) days from the receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the President/General Manager of MATA. The President/General Manager shall review the dispute, related documents and the Contracting Officer's Final Decision. The President/General Manager may consult with the Construction Manager and the Contracting Officer. The decision of the President/General Manager 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.

49. Nondiscrimination - Title VI of the Civil Rights Act - The CONTRACTOR will comply and will assure the compliance by subcontractors under this project with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d *et seq*., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21 and the assurances by MATA pursuant thereto.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. Veterans Employment. Recipients and subrecipients 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) 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.