MEMPHIS AREA TRANSIT AUTHORITY

REQUEST FOR PROPOSALS

SUBJECT:	**SECURITY SYSTEM IMPLEMENTATION & MONITORING SERVICES**
DATE:	**NOVEMBER 9, 2026**
PROPOSAL NO.:	**120926AB**
PROPOSAL DUE:	**DECEMBER 9, 2026** **TIME:** **11:00 A.M. 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.

QUESTIONS AND INQUIRIES: No interpretation of the meaning of the specifications or other documents will be made to any Proposer orally. Questions shall be submitted in writing to the Point of Contact (listed below). To be given consideration, the questions must be received **NO LATER THAN Wednesday, November 18, 2026 @ 11:00 AM CST.** Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on MATA's website by **EOD CST on Friday, November 20, 2026**, website: https://www.matatransit.com/doing-business/. Please do not submit questions in PDF format.

RFP TIMELINE:

RFP Posted:	**Monday, November 9, 2026**
Pre-Proposal Meeting:	**Friday, November 13, 2026 @ 9:30 AM**
Questions Due:	**Wednesday, November 18, 2026 @ 11:00 AM**
Q&A Posted:	**Friday, November 20, 2026, EOD**
Proposal Due By:	**Wednesday, December 9, 2026 @ 11:00 AM**

POINT OF CONTACT:

Ashley Best, Manager of Purchasing
abest@matatransit.com

Sincerely,

Ashley Best

Ashley Best
Manager of Purchasing

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COMMON PROBLEMS WITH RFP SUBMITTAL

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

  - Addenda Acknowledgment Form
  - Contact and Reference Form
  - Affidavit of Non-Collusion
  - Buy America Certificate
  - Federal Tax Liability and Recent Felony Conviction
  - Business Questionnaire (Appendix)
  - Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
  - Certification of Lower-Tier Participants Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - Certification of Restrictions on Lobbying
  - National Defense Authorization Act Telecommunication
  - Explanation of "No Response"
  - Proposal Price Form

- Submission of the Required Forms does not relieve the bidder of the responsibility to provide any additional forms, certifications, attachments, or documentation required by other sections of this solicitation, including but not limited to Section A, Section B, the Scope of Work, Section C, Appendices, and Addendums.

- 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, as well as a USB drive (flash drive) with all documents included.

- Failure to properly label the RFP package with RFP label.

- RFP received late. All RFPs must be in MATA's possession in the Office of Purchasing 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 a.m. local time, on Wednesday, December 9, 2026,** for furnishing the following:

120926AB SECURITY SYSTEM IMPLEMENTATION & MONITORING SERVICES

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

A walkthrough of the site will be held on: **Friday, November 13, 2026 @ 9:30 A.M.**at various MATA locations beginning with 1370 Levee Road, Memphis, TN 38108, followed by, 547 N. Main Street, 38105, 444 N. Main Street, 38105, and finishing with 3921 American Way, 38118. Though attendance at the walkthrough is not required, MATA highly recommends any proposed contractors to attend it as it will be the only one for this project.

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

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

Further information and proposal requirements may be obtained by contacting Ashley Best, Manager of Purchasing via email: abest@matatransit.com.

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

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

Anticipated Term for Contract:

December 2026 - December 2029

Rodrick Holmes
Trustee

SECTION A
INSTRUCTION TO PROPOSERS

SECTION A
INSTRUCTIONS TO PROPOSERS

1.0 GENERAL

1.1 The Memphis Area Transit Authority (hereinafter referred to as MATA) seeks Proposals for professional services from qualified vendors capable of providing the scope of services described in Section B. These instructions provide detailed legal and technical requirements for the acquisition of this product. 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" or "Authority" means MATA. The words "request for proposal", "RFP", and "solicitation" are synonymous. The words "proposal", "bid" and "offer" are also synonymous, and it is understood that once MATA accepts same, the document will constitute a portion of the contract contemplated by these instructions. The words "proposer", "bidder" and "offerer" 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 our contract for services. Proposers shall be responsible for all costs incurred as part of their participation in the pre-award process.

1.4 Proposals will be received by MATA at its Purchasing offices located at 1330 Levee Road, Memphis, TN 38108, **until 11:00 AM, local time on Wednesday, December 9, 2026 .**

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 RFP and assume all risk of late delivery, miss-delivery and non-delivery.

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

Proposers are reminded that all RFPs must be securely sealed, have the enclosed label attached and be clearly marked "The Title of the Proposal and RFP number".

MATA's normal business hours are 8:00 a.m. to 4:30 p.m. Monday through Friday at 1330 Levee Road, Memphis, TN 38108. (Hand delivery instructions: Turn right into the second drive on Levee Rd., park in the loop close to the fence, and walk to the dock door and ring bell.) A mail delivery must be addressed to: 1370 Levee Road, Memphis, TN 38108; however, Proposers are reminded of their sole responsibility for ensuring that the Bid or Proposal is deposited in the Purchasing Department.

Proposer may verify receipt of Proposal by contacting Ashley Best at (901) 722-7182 or email: abest@matatransit.com.

Proposer must submit an up to date W-9 form with proposal.

A walkthrough of the site will be held on: **Friday, November 13, 2026 @ 9:30 A.M.**at various MATA locations beginning with 1370 Levee Road, Memphis, TN 38108, followed by, 547 N. Main Street, 38105, 444 N. Main Street, 38105, and finishing with 3921 American Way, 38118. Though attendance at the walkthrough is not required, MATA highly recommends any proposed contractors to attend it as it will be the only one for this project.

1.5 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.

2.0 PROPOSAL REQUIREMENTS

2.1 Proposals must concisely set forth full, accurate, and complete information required by this proposal 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 One original, one (1) copy and one (1) electronic copy (i.e., flash drive/USB) of the Proposals and all related documents shall be submitted on forms furnished, or copies thereof, and shall be manually signed. If erasures or other changes appear on the forms, the person signing the Proposals shall initial such erasures and changes. Facsimile Proposals will not be considered.

2.5 Modifications of Proposals already submitted will be considered if received at the office designated in the 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 Proposals must include all information requested in the RFP. The following submittals must be part of your proposal; if any are not included, your proposal may be judged as non-responsive. A committee will evaluate the submitted proposals. During the evaluation process, MATA reserves the right to request additional information or clarification from respondents responding to the RFP.

Proposers must provide the following information:

1. Technical Approach and Understanding of the Scope

Provide a narrative describing the firm's understanding of the project and its proposed approach to providing alarm system installation, monitoring, maintenance, and support services. The proposal should address system design, installation methodology, testing and commissioning procedures, training, transition from existing systems, and the ability to minimize disruptions to MATA operations.

2. Firm Qualifications and Experience

Provide a summary of the firm's qualifications, experience, and expertise in providing commercial security alarm system services. Include information regarding relevant licenses, certifications,

experience with similar projects, and experience serving public sector, transportation, or multi-site facilities. Provide at least three (3) references for comparable projects completed within the last five (5) years.

3. Key Personnel

Identify the proposed Project Manager and key personnel assigned to this project. Include a description of their qualifications, experience, certifications, and roles within the project. Resumes for key personnel should be included as an attachment.

4. Monitoring, Maintenance, and Service Capabilities

Describe the firm's monitoring center capabilities, preventative maintenance program, service procedures, emergency response capabilities, escalation procedures, technician availability, reporting capabilities, and ability to meet the response times required under this solicitation.

5. Project Management and Implementation Schedule

Provide a project management plan outlining how the work will be coordinated, scheduled, and completed. Include key milestones, staffing resources, communication procedures, quality control measures, and the anticipated timeline for implementation and system acceptance.

6. Required Forms and Certifications

The following signed forms and certifications shall be provided:

- Addenda Acknowledgment Form
- Contact and Reference Form
- Affidavit of Non-Collusion
- Buy America Certificate
- Federal Tax Liability and Recent Felony Conviction
- Business Questionnaire (Appendix)
- Certification of Primary Participation Regarding Debarment, Suspension, and other Responsibility Matters
- Certification of Lower-Tier Participants Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification of Restrictions on Lobbying
- National Defense Authorization
- Explanation of "No Response"
- Proposal form (submitted under separate sealed envelope)

Blank Forms are provided in Sections C and the Appendix of this procurement.

Submission of the Required Forms does not relieve the bidder of the responsibility to provide any additional forms, certifications, attachments, or documentation required by other sections of this solicitation, including but not limited to Section A, Section B, the Scope of Work, Section C, Appendices, and Addendums.

4.0 CHANGES TO THE SPECIFICATIONS/SCOPE OF SERVICES

4.1 Any changes to the Proposals will be made in written addendum by MATA and will be forwarded to all persons and firms to who documents have been transmitted, as well as posted on MATA's Purchasing website.

4.2 **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, Wednesday, November 18, 2026**, in accordance with the Approved Equals procedures described in the General Contract Provisions. Any unapproved deviations, exceptions, substitutes, alternates or conditional qualifications contained in PROPOSAL may be cause for its rejection. **VERBAL QUESTIONS WILL NOT BE ANSWERED, THUS PREVENTING AN UNFAIR ADVANTAGE TO ANY PROPOSER. Questions may be emailed 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 Proposals 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 likely request interviews with the short-listed firms.

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

5.4 Proposals will be evaluated on the basis of the following factors:

Technical Approach and Understanding of the Scope – 30 Points
Firm Qualifications and Experience – 25 Points
Monitoring, Maintenance, and Service Capabilities – 20 Points
Project Management and Implementation Schedule – 10 Points
Cost Proposal – 15 Points

(A total of 100 Allowable Points)

5.5 Proposal price will be included in the evaluation.

5.6 Evaluation Process

a. The committee will evaluate each proposal using the evaluation criteria set forth above. As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Vendors and conducted by mail, E-mail, or facsimile transmission at the discretion of MATA. During the evaluation process, the committee may request technical assistance from any source.

b. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of MATA.

c. Vendors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. If an oral presentation is requested, the oral presentation is a part of the evaluation.

d. If it is determined to be in the best interest of MATA, MATA may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.

e. The Committee will recommend the vendor whose overall proposal provides the most advantageous offer to MATA considering all RFP requirements, based on evaluation factors set forth in this RFP.

6.0 AWARD OF CONTRACT

6.1 The contract will be awarded to the responsible proposer whose Proposals is most advantageous to MATA as determined by ranking on the evaluation criteria.

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 or Acceptance of Offer, mailed or otherwise furnished the Successful Proposer within the time specified in the PROPOSAL, shall be deemed to result in a binding contract.

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 the General Contract Provisions.

SECTION B
SCOPE OF SERVICES

SECTION B
SCOPE OF SERVICES

Security Alarm System Installation, Monitoring, Maintenance, and Support Services

1. PURPOSE

The Memphis Area Transit Authority (MATA) is seeking a qualified security systems contractor to furnish, install, program, test, monitor, maintain, and support intrusion alarm systems at six (6) MATA facilities. The successful Contractor shall provide all labor, supervision, materials, equipment, software, permits, transportation, training, monitoring services, maintenance, testing, and related services necessary to provide a complete and fully operational alarm monitoring system.

The contract shall consist of:

1. Complete replacement and installation of new alarm system equipment at all identified locations.
2. Alarm system programming, testing, commissioning, and employee training.
3. Continuous alarm monitoring services for a period of three (3) years following acceptance of the installed systems.
4. Preventative and corrective maintenance services, including all replacement parts and batteries.
5. Emergency and non-emergency service response.

2. CONTRACT TERM

The contract term shall be three (3) years from the date of system acceptance and activation of monitoring services.

3. CONTRACTOR REQUIREMENTS

The Contractor shall:

- Hold all licenses required by the State of Tennessee for alarm system installation and monitoring services.
- Maintain all applicable federal, state, and local permits necessary to perform the work.
- Employ trained and qualified technicians to perform installation, programming, and maintenance.
- Comply with all applicable Tennessee statutes, local ordinances, NFPA standards, electrical codes, life safety requirements, and industry best practices.
- Coordinate all work with MATA's designated project manager.

4. PROJECT MANAGEMENT

The Contractor shall designate a Project Manager who shall serve as the single point of contact throughout the installation and monitoring period.

Provide:

- Name
- Office phone number
- Mobile phone number
- Email address
- Emergency after-hours contact information

The Project Manager shall coordinate schedules, testing, service calls, reporting, and issue resolution.

5. SITE ASSESSMENT AND SYSTEM DESIGN

Prior to installation, the Contractor shall perform a comprehensive site survey of each facility and provide:

- Equipment inventory

- Recommended device locations
- Zone layout
- Communication pathway design
- Installation schedule
- System drawings and wiring diagrams

All proposed equipment shall be compatible with central station monitoring requirements and designed to meet the operational needs of each facility.

6. EQUIPMENT INSTALLATION REQUIREMENTS

The Contractor shall furnish and install new alarm system equipment at all six (6) locations.

Minimum equipment shall include, as applicable:

Intrusion Detection Equipment

- Commercial-grade alarm control panel
- Door contacts
- Motion detection devices
- Glass-break detectors
- Panic/duress alarm devices
- Keypads
- Interior audible sirens
- Power supplies
- Backup batteries
- Wiring
- Enclosures
- Network or communication modules
- Surge protection devices

Communication Requirements

All alarm systems shall be equipped with:

- New LTE cellular communicators (5G compatible where available)
- Dual-path communication capability preferred (cellular and network connection)
- Automatic communication supervision
- Automatic failure notification

7. REMOVAL OF EXISTING EQUIPMENT

The Contractor shall remove existing alarm system equipment required for replacement.

All removed equipment, wiring, panels, keypads, detectors, batteries, and related alarm components shall remain the property of MATA.

The Contractor shall:

- Carefully remove existing equipment.
- Delivery equipment removed to a location designated by MATA.
- Not dispose of any removed equipment without written authorization from MATA.
- Repair minor wall or surface damage resulting from equipment removal and installation activities.

8. LOCATIONS AND MINIMUM DEVICE REQUIREMENTS

A. American Way Transit Center

3921 American Way, Memphis, TN 38118

Provide monitoring and protection for:

- Side Door
- Motion Detectors

- Back Door
- Front Door
- Glass Break Protection
- Silent Panic Alarm and Keypad

B. **William** Hudson **Transit Center**
444 N. Main Street, Memphis, TN 38105

Provide monitoring and protection for:

- Southwest Motion Detector
- Southwest Glass Break Detector
- Northwest Motion and Glass Break Detectors
- Silent Panic Alarm
- Lobby Motion and Glass Break Detectors

C. **Trolley Rail Maintenance Facility**
547 North Main Street, Memphis, TN 38105

Provide monitoring and protection for:

- Entry/Exit Doors (North/South)
- Front Door
- Glass Break Detectors
- Front North Side Motion Detectors
- Front South Side Motion Detectors
- Rear Motion Detectors
- Tool Cage/Wood Shop Motion Detectors

D. **MATA Coin Room**
1395 Levee Road, Memphis, TN 38108

Provide monitoring and protection for:

- Front Door (North)
- Side Door (East)
- Vaults #1-4
- Motion Detector #1
- Motion Detector #2
- Wireless Panic Alarm #1
- Wireless Panic Alarm #2
- Keypad

E. **MATA Storeroom**
1330 Levee Road, Memphis, TN 38108

Provide monitoring and protection for:

- Receiving Doors (South)
- Fire Doors (South)
- Parts Counter Pull-Down Gate Detectors
- Roof Hatch Detectors
- Keypad
- Interior Office Door (North)

F. **Airways Transit Center**
3033 Airways Boulevard, Memphis, TN 38131

Provide monitoring and protection for:

- Customer Service Panic Alarm

9. SYSTEM TESTING AND COMMISSIONING

Upon installation completion, the Contractor shall:

- Perform full functional testing of all devices.
- Verify all alarm communication paths.
- Verify signal receipt by monitoring center.
- Test panic alarms and dispatch procedures.
- Test audible alarm functionality.
- Conduct acceptance testing with MATA representatives.

The Contractor shall provide written test reports for each location.

10. EVALUATION CRITERIA

Technical Approach and Understanding of the Scope (30 Points)

Evaluation of the proposer's understanding of MATA's requirements and its proposed approach to:

- Site assessments and system design
- Equipment selection and compatibility
- Installation methodology
- System programming and commissioning
- Training plan
- Transition from existing systems
- Minimization of disruptions to MATA operations
- Compliance with all applicable codes and standards

Firm Experience and Qualifications (25 Points)

Evaluation of the proposers:

- Experience installing and monitoring commercial intrusion alarm systems
- Experience with multi-site deployments of similar size and complexity
- Experience with public sector, transit, transportation, government, or critical infrastructure clients
- Tennessee licensing and certifications
- Qualifications of key personnel and technicians
- References from comparable projects

Monitoring, Maintenance, and Service Capabilities (20 Points)

Evaluation of the proposer's ability to provide:

- 24/7/365 monitoring services
- Central station capabilities
- Service response procedures
- Emergency response capabilities
- Preventive maintenance program
- Parts availability
- Reporting capabilities
- Escalation procedures
- Long-term support and customer service

Project Management and Implementation Schedule (10 Points)

Evaluation of:

- Proposed project schedule
- Staffing plan
- Project management approach
- Communication procedures
- Coordination plan with MATA
- Ability to complete installation within proposed timelines

Cost Proposal (15 Points)

Evaluation of:

- Total installation cost
- Monitoring costs
- Maintenance costs
- Overall cost reasonableness
- Cost effectiveness over the full three-year contract term

11. TRAINING REQUIREMENTS

The Contractor shall provide on-site training to designated MATA personnel covering:

- Alarm arming and disarming procedures
- User code management
- Alarm response procedures
- False alarm prevention
- System troubleshooting
- Service request procedures

Training materials shall be provided electronically and in hard copy.

12. MONITORING SERVICES

Upon acceptance, the Contractor shall provide continuous monitoring services.

Monitoring shall include:

1. 24 hours per day, 7 days per week, 365 days per year monitoring.
2. Immediate notification of designated MATA personnel during alarm events.
3. Police dispatch, fire dispatch, and emergency response dispatch when appropriate.
4. Monitoring of intrusion alarms, panic alarms, supervisory alarms, communication failures, and trouble conditions.
5. Recording of all alarm activity and events.
6. Open and close reporting.
7. Alarm reporting.
8. Test reporting.
9. Trouble reporting.

13. MAINTENANCE AND REPAIR SERVICES

The Contractor shall provide comprehensive maintenance services throughout the contract term.

Maintenance shall include:

- Unlimited service calls
- Labor
- Travel costs
- Software updates
- Programming changes
- Troubleshooting
- Replacement parts
- Battery replacement
- Device replacement for failures resulting from normal wear
- Minor repairs of equipment: Replacing faulty door or window contacts, Adjusting or replacing magnetic contacts, repair or replacing keypad buttons, and cleaning or recalibrating motion sensors.

No additional charges shall be incurred by MATA for routine maintenance or covered repairs.

14. RESPONSE TIMES

Urgent Service Calls

Examples include:

- Alarm system failure
- Communication loss
- Panic alarm failure
- Facility unsecured

Response shall occur within four (4) hours of notification.

Non-Urgent Service Calls

Examples include:

- Minor device malfunctions
- Reporting issues
- User programming requests

Response shall occur within twenty-four (24) hours of notification.

15. WARRANTY REQUIREMENTS

The Contractor shall provide a minimum:

Equipment Warranty

- Three (3) years on all installed equipment, parts, components, and (1) year for installation workmanship and labor.

Warranty shall include:

- Parts replacement
- Labor
- Reprogramming
- System adjustments

Any equipment failure occurring during the warranty period shall be repaired or replaced at no cost to MATA.

Replacement components shall be new and equal to or better than the originally supplied equipment.

16. DOCUMENTATION REQUIREMENTS / DELIVERABLES

Upon project completion, Contractor shall provide:

- As-built drawings, System drawings and wiring diagrams
- Device inventory by location
- Zone lists
- User manuals
- Warranty documentation
- Service contact information
- Emergency escalation procedures
- Monitoring center contact information

17. PERFORMANCE STANDARDS

The system shall:

- Operate continuously without interruption.
- Provide reliable transmission of alarm signals.
- Meet manufacturer specifications.
- Be installed in a neat and professional manner.

- Minimize service interruptions to MATA operations.

18. OPTIONAL ALTERNATES (RECOMMENDED)

Vendors may provide separate pricing for:

- Mobile application access
- Remote arming/disarming
- Web-based reporting portal
- Video verification integration
- Additional panic alarms
- Access control integration
- Future expansion capabilities

SECTION C
REQUIRED FORMS AND CERTIFICATIONS

PROPOSAL PRICING FORM

RFP #120926AB - SECURITY SYSTEM IMPLEMENTATION & MONITORING SERVICES

PROPOSAL FORM: Proposer MUST use the Proposal Cost Spreadsheet located on MATA's website https://www.matatransit.com/doing-business/ to submit the Proposal Cost, and additional comments. Proposers MUST NOT add any additional columns or adjust the excel spreadsheet in any way.

Proposer Must send the cost spreadsheet in the same Excel format as on MATA's website on the USB drive submitted with the bid packet. Do Not send in PDF format on the USB drive. Bidder can include it in PDF in their bid packet on the USB drive, but it must be a separate document/Excel Spreadsheet format on the USB drive.

Please sign this Proposal Form below and submit with your proposal under separate sealed envelope, along with the proposal Spreadsheet on MATA's website. Please include all required forms in your proposal packet.

The undersigned understands that any condition stated above, clarification made to the above or information submitted on or with this form – other than that requested may render the proposal unresponsive.

NAME OF INDIVIDUAL/PARTNER/CORPORATION: _____

ADDRESS: _____

PHONE: _____ FAX _____

EMAIL: _____

AUTORIZED BY: _____ TITLE: _____

SIGNATURE/DATE: _____ _____

IMPORTANT – PROPOSAL MUST BE SIGNED

MEMPHIS AREA TRANSIT AUTHORITY

RFP #120926AB - SECURITY SYSTEM IMPLEMENTATION & MONITORING SERVICES

CONTACT AND REFERENCE FORM

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

Primary Contact:

Name: _____

Phone: _____ Email: _____

Back-up Contact:

Name: _____

Phone: _____ Email: _____

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

Reference #1

Name:_____

Phone:_____

Email:_____

Work Completed:_____

_____

Years of Service:_____

Reference #2

Name:_____

Phone:_____

Email:_____

Work Completed:_____

_____

Years of Service:_____

Reference #3

Name:_____

Phone:_____

Email:_____

Work Completed:_____

_____

Years of Service:_____

MEMPHIS AREA TRANSIT AUTHORITY

RFP #120926AB - SECURITY SYSTEM IMPLEMENTATION & MONITORING SERVICES

ADDENDA ACKNOWLEDGEMENT FORM

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

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Addendum No: _____ Date Received: _____

Name of individual, partner or corporation: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____ Fax Number: _____

Printed Name: _____

Authorized Signature: _____

Title: _____

MEMPHIS AREA TRANSIT AUTHORITY

RFP #120926AB - SECURITY SYSTEM IMPLEMENTATION & MONITORING SERVICES

AFFIDAVIT OF NON-COLLUSION

Affidavit of Non-Collusion:

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

(1) That I am the proposer (if the proposer is an individual), a partner of the proposer (if the proposer is a partnership), or an officer or employee of the proposing corporation with authority to sign on its behalf (if the proposer is a corporation);

(2) That the attached proposal or proposals have been arrived at by the proposer independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the request for proposal, designed to limit independent proposing or competition.

(3) That the contents of the proposal or proposals have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal or bids; and

(4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to before me this _____ day of _____

_____

Notary Public

My Commission expires _____

Proposer's E.I. Number: _____

(Number used on Employer's Quarterly Federal tax return)

MEMPHIS AREA TRANSIT AUTHORITY

RFP #120926AB - SECURITY SYSTEM IMPLEMENTATION & MONITORING SERVICES

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION

The contractor hereby certifies the following:

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

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

Date _____

Signature _____

Title _____

MEMPHIS AREA TRANSIT AUTHORITY

RFP #120926AB - SECURITY SYSTEM IMPLEMENTATION & MONITORING SERVICES

BUY AMERICA CERTIFICATE
(For Contracts of $150,000 or greater)

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

Date _____

Signature _____

Title _____

or

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

Date _____

Signature _____

Title _____

MEMPHIS AREA TRANSIT AUTHORITY

RFP #120926AB - SECURITY SYSTEM IMPLEMENTATION & MONITORING SERVICES

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

MEMPHIS AREA TRANSIT AUTHORITY

RFP #120926AB - SECURITY SYSTEM IMPLEMENTATION & MONITORING SERVICES

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

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

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

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

_____

Signature and Title of Authorized Official

MEMPHIS AREA TRANSIT AUTHORITY

RFP #120926AB - SECURITY SYSTEM IMPLEMENTATION & MONITORING SERVICES

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

MEMPHIS AREA TRANSIT AUTHORITY

RFP #120926AB - SECURITY SYSTEM IMPLEMENTATION & MONITORING SERVICES

NATIONAL DEFENSE AUTHORIZATION ACT TELECOMMUNICATIONS

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

By: _____

Signature of Authorized Official

_____

Title of Authorized Official

MEMPHIS AREA TRANSIT AUTHORITY

RFP #120926AB - SECURITY SYSTEM IMPLEMENTATION & MONITORING SERVICES

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# 120926AB for SECURITY SYSTEM IMPLEMENTATION & MONITORING 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 Proposer's list for this item.
( ) Please remove our name from the Proposer's list for this item.

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

ATTACHMENT 1
GENERAL CONTRACT PROVISIONS

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. Proposer should note any discounts for payment before thirty (30) days.

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 have 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 the date indicated in the RFP for Questions 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 e-mailed to Ashley Best, Manager of Purchasing, at abest@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 Purchasing Office, MATA at 1330 Levee Road, Memphis, TN 38108 or email to abest@matatransit.com 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 Contracting Officer 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 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 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 Contracting Officer shall either (a) render a decision which shall be final and advise all interested parties of same in writing, or (b) at the sole election of the 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 be subject to formal rules of evidence or procedure. Following the informal hearing, the Contracting Officer shall render a decision, which shall be final and advise all interested parties thereof in writing.

h. Changes in the specifications will be made by written addendum by MATA and will be forwarded to all persons and firms to whom 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 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 Buyer/Contact Person in the Office of Purchasing of MATA before the Proposals are due.

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, and responsiveness to these specifications.

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 Cost Form - If MATA includes a Proposal Cost 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. **Proposal Cost Form should be submitted in a separate package, one (1) original plus one (1) copy and one (1) flash drive.**

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 Chief Executive Officer and received within seven (7) days after the date of the written determination by the Contracting Officer. The Chief Executive Officer may request additional information from the appealing party and information or a response from other Proposers, which shall likewise be submitted in writing to the Chief Executive 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 appeal will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent investigation deemed appropriate by MATA, the Chief Executive Officer shall either (a) render a decision, or (b) at the sole election of the Chief Executive Officer, conduct an informal hearing at which the interested participating parties will be afforded an opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, the Chief Executive Officer shall render a decision, which shall be final and advise all interested parties thereof in writing but no later than 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 Chief Executive Officer is rendered under the MATA protest procedure. In instances where the protestor alleges that MATA failed to make a final determination on the protest, the protestor shall file a complaint with FTA not later than five (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. **120926AB**. Communication with MATA should be mailed directly to Ashley Best, MATA, 1370 Levee Road, Memphis, TN 38108 or sent by e-mail to abest@matatransit.com.

14. Contract Subletting - No Contract may be assigned, sublet, or transferred without the written consent of MATA.

15. Miscellaneous -

a. CONTRACTOR warrants that it has not been paid any bonus or commission for the purpose of obtaining this Contract.

b. Except as otherwise set forth herein, this Contract shall be governed and construed in accordance with the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this Contract shall be instituted and litigated in the courts of the State of Tennessee located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee, located in Shelby County, Tennessee.

c. The failure of MATA at any time to insist upon a strict performance of any terms, conditions, and covenants herein shall not be deemed a waiver of any subsequent breach or default of the terms, conditions, and covenants herein contained.

d. CONTRACTOR shall not assign any interest or obligation in this Contract, and CONTRACTOR shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of MATA.

e. Any proposed change or modification of this Contract shall be submitted in writing to MATA for its prior approval. All changes shall be by written agreement of MATA and CONTRACTOR.

f. The CONTRACTOR acknowledges that MATA is managed and operated by 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 bidding 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 its 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 $150,000 or per the adjusted FTA regulation) - 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, RATP Dev, 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, RATP Dev, 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 FTA Master Agreement dated October 1, 2012, 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 Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

45. No Government Obligation

a. MATA and the CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to MATA, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The CONTRACTOR agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

46. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Master Agreement (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,”28C.F.R. Part 36;

f. U.S. General Services Administration (GSA) regulations, “Accommodations for the Physically Handicapped,”41 C.F.R. Subpart 101-19;

g. U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,”29 C.F.R. Part 1630;

h. U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,”47 C.F.R. Part 64, Subpart F; and

i. FTA regulations, “Transportation for Elderly and Handicapped Persons,”49 C.F.R. Part 609; and

j. Any implementing requirements FTA may issue.

48. Disputes, Breaches, Defaults or Other Litigation **(Applicable to Contracts Exceeding $100,000)**

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

b. This Section 48 does not preclude consideration of questions of law in connection with decisions provided for in Paragraph a. above. Nothing in this Contract, however, shall be construed as making final the decisions of the Board or its representative on a question of law.

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.

b. The CONTRACTOR agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subcontract, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its Contract and shall comply with the requirements of 49 C.F.R. Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subcontracts, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT.

50. Prompt Payment - The CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from receipt of each payment the prime contractor receives from MATA. The CONTRACTOR agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of MATA. If applicable, this clause applies to both DBE and non-DBE subcontractors. If the CONTRACTOR determines the work to be unsatisfactory, it must notify MATA's Legal/Compliance Officer, Project Manager and DBE Liaison Officer immediately, in writing, and state the reasons. Failure to comply with this requirement will be construed to be a breach of contract and subject to contract termination.

51. Nondiscrimination in Federal Public Transportation Programs **-** The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

52. Contract Work Hours and Safety Standards Act **-** The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.,* in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

53. National Intelligent Transportation Systems Architecture and Standards - To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq*., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

54. Seismic Safety (Applicable to Design and/or Construction Contracts Only) **-** The CONTRACTOR agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, (specifically, 49 C.F.R. § 41.117), and any implementing guidance FTA may issue.

55. Environmental Justice. The CONTRACTOR agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5620.3, "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," *62 Fed. Reg*. 18377 *et seq*., April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

56. Veterans Employment. Recipients and 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 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

57. Funding Availability. 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.

FTA CLAUSES

As funding for this Agreement has been derived in whole or in part from Federal sources, we are required as a federal grantee to include the Federal Clauses listed below in this solicitation, which are herewith incorporated into and made a part of this Agreement.

"Recipient" is the Memphis Area Transit Authority (also referred to as "Agency", "MATA").

"Third Party Participant" is the Vendor proposing or bidding on the solicitation (also referred to as "Proposer", "Contractor", "Bidder").

"Underlying Agreement" refers to the Contract between the Federal Transit Administration (FTA) and MATA.

"Third Party Agreement" refers to any Contract between MATA and Vendor that arises from the solicitation.

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1. Access to Third Party Contract Records – Applicable to all Contracts

1. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 C.F.R. §200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 C.F.R. §200.337.

2. ADA Access – Applicable to All Contracts

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.

3. Alcohol and Drug Misuse and Testing – Applicable to Transit Operations Contracts

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

4. Bond Requirements - Applicable to Construction Contracts

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable

Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand- By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, “standby” Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank’s obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank’s representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

5. Bus Testing – Applicable to all Rolling Stock Contracts

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

6. Buy America Requirements - Applicable to Construction contracts and acquisition of goods or rolling stock more than $150,000

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

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,

as per attached format, must be completed and submitted with the Bid or the Bid will be considered non-responsive.

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

7. Build America –Applicable to Construction materials.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

8. Cargo Preference Requirements – Applicable to Rolling Stock, Construction and Material and Supply Contracts using transport by ocean vessel.

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

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

1. To utilize privately owned United States-Flag Commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates to United States-Flag Commercial vessels.

2. To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, On-Board Commercial Ocean Bill-Of-Lading in English for each shipment of cargo described in paragraph one above to MATA (through the prime CONTRACTOR in the case of subcontractor Bills-of-Lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, DC 20590, marked with appropriate identification of the project.

9. Changes to Federal Requirements - Applicable to all Contracts

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

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

10. Charter Service – Applicable to all Operations / Management contracts

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

provide the service, except as permitted under:

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

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

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

11. Civil rights (Title VI, ADA, EEO) – Applicable to all contracts and rolling stock contracts greater than $10,000 and Construction contracts over $2,000

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Title VI of the Civil Rights Act of 1964. The CONTRACTOR will comply and will assure the compliance by subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d), the Regulations of DOT issued thereunder, 40 C.F.R. Part 21 and the assurances by MATA pursuant thereto.

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.

12. Clean Air – Applicable to all Contracts greater than $100,000

Environmental Protection. The CONTRACTOR agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. Consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

Air Quality. The CONTRACTOR agrees to comply with all applicable regulations, standards, or orders implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. as follows:

1. The CONTRACTOR agrees to comply with applicable requirements of U.S. Environmental Protection Agency (EPA) regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act", 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, the CONTRACTOR agrees to implement each air quality mitigation and control measure incorporated in the Project. The CONTRACTOR agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

2. U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the CONTRACTOR should be aware that the following U.E. EPA regulations may apply to its Project: "Control of Air Pollution from Motor-Vehicles and Motor-Vehicle Engines", 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

3. The CONTRACTOR agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

13. Clean Water – Applicable to all Contracts greater than $150,000

Clean Water. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Among other things:

1. The CONTRACTOR agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300h et seq.

2. The CONTRACTOR agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans", 42 U.S.C. § 7606 note.

14. Contract Work Hours and Safety Standards Act – Applicable to Operations/Management (transportation services), Rolling Stock and Construction Contracts greater than $100,000

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.

15. Davis Bacon Act and Copeland Anti-Kickback Act- Applicable to all Construction Contracts greater than $2,000 (also ferries)

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a),

prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts

Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

16. Debarment and Suspension - Applicable to all Contracts greater than $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.

17. Disadvantaged Business enterprises (DBE) – Due to revisions to the federal regulation, the MATA DBE Program is temporarily in transition, and MATA shall continue DBE compliance, promote participation, utilize best available data, and document good faith efforts during transition

18. Domestic Preferences for Procurement** - Applicable to Construction Materials only:

**On Domestic Preferences for procurement, FTA's Buy America statute at 49 U.S.C. 5323(j) has, with some exceptions, required all steel, iron, and manufactured products used in a federally funded project to be produced in the United States. A principal effect of Build America Buy America (BABA) is to add construction materials to this list of items. BABA does not change FTA's Buy America standards for steel, iron, or manufactured products including rolling stock (e.g., FTA does not apply the 55% cost-of-components standard to procurements).

19. Energy Conservation – Applicable to all Contracts

The CONTRACTOR shall comply with mandatory energy efficiency standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et. Seq.)

20. False Statements or Claims of Civil and Criminal Fraud – Applicable to all Contracts

The CONTRACTOR acknowledges and agrees that:

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this

contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. Federal Tax Liabilities and Recent Felony Convictions – Requires Certifications – All Tiers – Applicable to all Contracts

1. The contractor certifies that it:

a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.

2. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub-agreement.

22. Fly America - Applicable to all Contracts with Foreign air transportation / travel

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

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.

23. Incorporation of FTA Terms – Applicable to all Contracts

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 Circular 4220.1G , dated January 16, 2026, 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.

24. Lobbying – Applicable to all Contracts greater than $100,000

Federal regulations require MATA to include certifications from contractors. Accordingly, the CONTRACTOR must sign the attached certification.

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

a. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Office of Management and Budget Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The CONTRACTOR shall insert the language of this certification in all subcontracts and require that all subcontractors at any tier shall certify and disclose accordingly.

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

25. National Intelligent Transportation Systems Architecture and Standards – Applicable to all Contracts with ITS Projects

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.

26. No Federal Government Obligations to Third Parties – Applicable to all Contracts

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.

27. Notice to Third Party Participants – Applicable to all Contracts

The Recipient agrees to include notice in each Third-Party Agreement that:

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

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

28. Patent Rights – Applicable to Research and Development Contracts

a. General. If any invention, improvement, or discovery by the CONTRACTOR at any tier of the project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the CONTRACTOR agrees to notify MATA immediately and provide a detailed report in a format satisfactory to MATA.

b. Federal Rights. The CONTRACTOR agrees that its rights and responsibilities pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, including any waive thereof. Absent a determination in writing to the contrary by the Federal Government, the CONTRACTOR agrees to transmit to MATA those rights due the Federal Government in any invention, improvement, or discovery resulting from the contract as specified in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401 (implementing 35 U.S.C. §§ 200 et seq.), irrespective of the status of MATA or the CONTRACTOR at any tier of the Project (i.e., a large business, small business, State government or State instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.)

c. License Fees and Royalties. FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the CONTRACTOR has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C §§ 200 et seq., which applies to patent rights developed under a research project.

29. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

30. Procurement of Recovered Materials – Applicable to All Contracts

a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

31. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – Applicable to all Contracts

a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain;

2) Extend or renew a contract to procure or obtain; or

3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

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

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

b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c) See Public Law 115-232, section 889 for additional information.

d) See also § 200.471.

32. Prompt Payment – Applicable to all Contracts

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 Authorized Representative of the agency, 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.

33. Recycled Products – Applicable to Operations / Management, Construction and Material & Supply contracts – EPA -selected items $10,000 or more annually

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

34. Disputes, Breaches or Other Litigation - Notification of Contractor and/or Subcontractor Agency and Agency Notification to FTA – Applicable to all contract greater than $50,000

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 authorized

representative of the agency, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The Authorized Representative of the agency may consult with the Construction Manager if one has been appointed for this project. The decision of the authorized representative of the agency shall be final and conclusive unless, within 10 days from the receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the Authorized Representative of the agency a written appeal addressed to the Chief Executive Officer of MATA. The Chief Executive Officer shall review the dispute, related documents and the authorized representative of the agency's Final Decision. The Chief Executive Officer may consult with the Construction Manager and the authorized representative of the agency. The decision of the Chief Executive Officer shall be final and conclusive unless, within 10 days from the date of the receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the authorized representative of the agency 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 authorized representative of the agency's decision.

b. This Section 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.

35. Rights in Data and Copyrights - Applicable to Research and Development Contracts

a. Definition. The term "subject data" used in this Section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data" does not include financial reports, cost analyses, or similar information used for contract administration.

b. Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the contract:

1. Except for its own internal use, the CONTRACTOR may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the CONTRACTOR authorize others to do so without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

2. The restriction on publication of Subsection 23.b. (1) of this contract, however, does not apply to a contract with an institution of higher learning.

c. Federal Rights in Data and Copyrights. MATA and the CONTRACTOR agree to provide to the Federal Government a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government proposes the "subject data" described in Subsections 23.c. (1) and 23.c. (2) of this CONTRACT. As used herein, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not provide or otherwise extend to other parties of the Federal Government's license to:

1. Any subject data developed under the contract, whether or not a copyright has been obtained; and

2. Any rights of copyright to which MATA and/or the CONTRACTOR purchase ownership with Federal assistance.

d. Special Federal Rights in Data for Research, Development, Demonstration, and Special

Studies (Planning) Projects. In general, FTA's purpose in providing financial assistance for a special studies (planning), research, development, or demonstration Project is to increase transportation knowledge, rather than limit the benefits of the Project to participants in the Project. Therefore, unless FTA determines otherwise, MATA agrees that, in addition to the rights in data and copyrights of Subsection 23.c of this contract, FTA may make available to MATA or the CONTRACTOR, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 23.a of this contract and shall be delivered as the Federal Government may direct. This Subsection 23.d. of this CONTRACT, however, does not apply to adaptations of automatic data processing equipment or programs for MATA's use when the costs thereof are financed with Federal funds for capital projects.

e. Hold Harmless. Except as prohibited or otherwise limited by State law, upon request by the Federal Government, MATA and the CONTRACTOR agree to indemnify, save, and hold harmless the Federal Government and its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by MATA or the CONTRACTOR of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this contract. MATA nor the CONTRACTOR shall be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

f. Restrictions on Access to Patent Rights. Nothing in this Section 23 of this contract pertaining to rights in data shall imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

g. Statutory Requirements to Release Data. To the extent required by U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organization," at 49 C.F.R. § 19.36(d), or by subsequent Federal laws or regulations, MATA and the CONTRACTOR understand and agree that the data and information submitted to the Federal Government may be required to be released in accordance with the provisions of the Freedom of Information Act (or another Federal statute providing access to such records).

36. Rights to Inventions Made Under a Contract or Agreement - Applicable to Research and Development w/ Small Business or Non-Profit

(In clause above)

37. Safe Operation of a Motor Vehicle – Applicable to all Contracts

Seat Belt Use

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

Distracted Driving

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

38. School Bus Operations – Applicable to all Operations/ Management Contracts

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

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);

2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;

3. Any other Federal School Bus regulations; or

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

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or

2. Require the contractor to take such remedial measures as FTA considers appropriate.

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

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

39. Seismic Safety – Applicable to all A&E for New Building & Additions and all Construction for New Building & Additions

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.

40. Severability

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

41. Simplified Acquisition Threshold

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).)

42. Special Notification Requirements for States

1. Types of Information. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

   a. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
   b. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
   c. The amount of federal assistance FTA has provided for a State Program or Project.

2. Documents. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

43. Substance Abuse.

a. Drug-Free Workplace. The Recipient agrees to:

1. Comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.;
2. Comply with U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and
3. Follow and facilitate compliance with U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

b. Alcohol Misuse and Prohibited Drug Use.

1. Requirements. The Recipient agrees to comply and assures that its Third-Party Participants will comply with:

(i) Federal transit laws, specifically 49 U.S.C. § 5331;
(ii) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655; and
(iii) Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.

2. Remedies for Non-Compliance. The Recipient agrees that if FTA determines that the Recipient or a Third-Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Recipient or Third-Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

44. Termination – Applicable to all contracts more than $10,000

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

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

b. If, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this Contract, or shall violate any of the covenants, agreements, or stipulations of this Contract, MATA shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR for such termination and specifying the effective date of such termination. In the event of termination, the CONTRACTOR shall be entitled to just and equitable compensation for any satisfactory work through the date of termination specified by MATA.

c. In the event of default by the CONTRACTOR, MATA shall be entitled to all of its reasonable expenses, and its costs to include, but not limited to its reasonable attorney's fees incurred by reason of such default.

d. In addition to the foregoing, MATA reserves the right to cancel any services or portion of services to be provided hereunder upon written notice to the CONTRACTOR specifying the canceled services and the effective date of such cancellation. In the event of such cancellation, the CONTRACTOR shall be compensated for satisfactory work completed and, further, the compensation due to the CONTRACTOR hereunder shall be reduced accordingly effective said cancellation date.

45. Trafficking in Persons – Applicable to all Contracts

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

(a) Engage in severe forms of trafficking in persons during the period of time that the

Recipient's Award is in effect.

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.

46. Transit Employee Protective Arrangements – Applicable to all Transit Operations Contracts

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

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

47. Veteran's Employment Preference – Applicable to all Construction Contracts

Recipients and sub-recipients of Federal Financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in Section 2108 of Title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

48. Conflict of Interest Policy

Employees engaged in procurement must comply with 2 CFR §200.318(c)

49. Notice to FTA/US DOT Inspector General of Information Re: Fraud, Waste, Abuse or Other Legal Matters

1) If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) Matters that may affect the Federal Government include, but are not limited to, the Federal

Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

4) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

(5) Contractor hereby certifies understanding and agreement that:

- The civil False Claims Act applies to its/their actions.
- Making false, fictitious, or fraudulent claims or statements may result in civil or criminal penalties (18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1)).
- Contractor(s) is/are required to pass this clause and certification down to any subcontractors at any tier.

(6) If a current or prospective legal matter emerges that may affect the Federal Government (such as potential fraud, waste, abuse, bid rigging, conflict of interest, or bribery), Contractor must immediately notify the transit agency. The agency will then promptly notify the FTA Chief Counsel and the FTA Regional Counsel (Region 4 for Memphis) as well as the U.S. DOT Inspector General

TENNESSEE STATE CONTRACT CLAUSES

Conflicts of Interest.

The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract

Lobbying.

The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352

Nondiscrimination.

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Public Accountability.

If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER’S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

Public Notice.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Transportation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

Records.

The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control -Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

Environmental Tobacco Smoke.

Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn Code Ann. §§39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract."+

(If the Federal Debarment and Suspension option is included in procurement documents, then this state Debarment and Suspension clause is not needed.)

Debarment and Suspension.

The Grantee certifies, to the best of its knowledge and believe, that the Selected Offeror:

a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. has not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee will provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Offeror is excluded or disqualified, or presently falls under any of the prohibitions of sections a-d.

TN State Clause - Word Doc from TDOT Website

APPENDIX

BUSINESS QUESTIONNAIRE

This questionnaire, and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit this information within two (2) workdays from the date of notification by the Authority, or if so indicated in the Solicitation and in accordance with applicable provision(s), if any. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

MATA reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire, or the authorization form should be directed to the contact person identified on the Solicitation.

1. Name of Offeror ("Business"):

_____

2. List name(s) and business address of officers and directors for corporations, partners for partnerships, and venturers for joint ventures (attach additional pages as necessary).

_____
_____
_____

3. Number of years in business under present business name:

_____

4. If applicable, list all other names under which the Business identified above operated in the last 5 years.

_____
_____
_____

5. Annual Gross Revenue (Past year): (M represents millions, K represents thousands)

☐$100K or less ☐$100K-$500K ☐$500K-$1M ☐$1M-$5M ☐$5M-$10M
☐$10M-$16M ☐$16M or Over

6. Number of current employees:

_____

7. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐Yes ☐No

8. Is any litigation pending against the Business? ☐Yes ☐No

9. Has any officer or executive of the business been convicted or is under indictment for a felony? ☐Yes ☐No

10. Has the Business ever been declared "not responsible" for the purpose of any governmental agency contract award? ☐Yes ☐No

11. Has the Business been debarred, suspended, proposed for debarment, declared ineligible,

voluntarily excluded or otherwise disqualified from bidding, proposing, or contracting?

☐Yes ☐No

12. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? ☐Yes ☐No

13. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐Yes ☐No

14. Is the Business in arrears on any contract or debt? ☐Yes ☐No

15. Has the Business been a defaulter, as a principal, surety, or otherwise? ☐Yes ☐No

16. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? ☐Yes ☐No

17. If a "yes" response is given under questions 7 through 16, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).

_____

_____

_____

18. Name and address of Surety Company to be used by the Business to provide applicable performance and payment bonds. _____

19. Does the Business maintain a drug-free workplace? ☐Yes ☐No

20. Does the Business have a safety program? ☐Yes ☐No

21. Does the Business have a quality control program? ☐Yes ☐No

SAFETY INFORMATION (Use additional pages as necessary.) **(Construction Only)**

1. Provide the Business's interstate Worker's Compensation Experience Modification Rate (EMR) for the last three (3) rating periods. This information is obtainable from the Business's insurance company(ies). If the interstate rating is unknown, obtain the intrastate EMR for the same periods.

   Current policy year: _____ 1 Year previously: _____ 2 Years previously: _____

2. To verify the above, provide one of the following forms of documentation and submit it with this questionnaire. Check which form of documentation the Business is submitting.

   ☐ Certified letter from the Business's insurance company(s) verifying the EMR
   ☐ Photocopy of the Business's EMR calculation sheets for the last three (3) rating years
   ☐ Photocopy of the Business's insurance policy identifying the modification rate and coverage period for the last three (3) years

3. Is the Business self-insured for Worker's Compensation? ☐Yes ☐No

4. Provide the following information about the Business's OSHA recordable, reportable, and non-reportable incidents and inspection reports for the last three (3) years, and submit it with this

questionnaire:

a. Copies of the Business's OSHA Form 200/300 or state equivalent reporting form.

b. Number of violations issued by the Department of Labor (OSHA), an explanation of violation type (e.g., willful, serious, de minims, repeat, etc.), penalty assessed, status, and measures taken to prevent incident(s) from recurring.

c. Approximate number of "non-reportable" first aid/one time treatment injuries or incidents.

5. For the last three (3) years, provide the approximate number of incidents, e.g., injuries, fatalities, and vehicle accidents involving subcontractor employees while operating on projects the Business managed.

6. For the last three (3) years, provide the total number of citations/violations issued by any other federal, state and/or municipal authority including, but not limited to, the Tennessee Department of Environment and Conservation (TDEC), Tennessee Bureau of Worker's Compensation (BWS), City of Memphis, etc. Provide violation date(s), a brief explanation and current status of each violation (attach additional pages as necessary).

7. Provide brief synopsis of the Business's safety education and training programs, safety incentive programs, modified duties and return to work programs, corporate safety team compositions and hierarchy (use additional pages as necessary).

8. If the Business has performed work involved with or immediately adjacent to active railroad systems within the last three (3) years, provide (or submit, as applicable) the following information, if not otherwise requested elsewhere in this questionnaire.

   a. Name of governing railroad, location, and type of work performed.

   b. Detailed explanation of any accidents/incidents that affected rail movement/operations, involved injuries to railroad employees, or damage to facilities and/or equipment.

   c. Current copy of the Business's safety programs/plans directly related to work on or around railroads, e.g., "On-Track" safety programs/plans, Roadway Worker Protection (RWP) program, etc.

   d. Total number of Federal Railroad Administration (FRA) citations issued. Provide violation date(s), a brief explanation, current status of each violation, and measures taken to prevent incident(s) from recurring.

I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in this questionnaire is true and correct. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which MATA has or may have with the Business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from MATA's bidders' list; or/and 4) legal action(s) applicable under federal, state or local law. I also understand that if awarded a contract under this solicitation, I am responsible for updating this document noting any changes within ten days following the change.

Printed Name: _____ Title: _____

Signature: _____ Date: _____
(Owner, CEO, President, Majority Stockholder, or Designated Representative)

MEMPHIS AREA TRANSIT AUTHORITY

SAMPLE SUPPLY AND SERVICE CONTRACT

CONTRACTOR: _____.
_____.
_____

CONTRACT NO: _____.

CONTRACT DATE: **Upon Last Signature Date - Full Execution**

CONTRACT FOR: _____.

CONTRACT PRICE: _____.

This CONTRACT made and entered into at Memphis, Tennessee on the above date by and between MEMPHIS AREA TRANSIT AUTHORITY (hereinafter called "the AUTHORITY" or "MATA"), 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 proposals for furnishing the Supplies and Services for IFB # _____ as herein described, and has heretofore accepted the 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 proposals were invited, and the conditions set forth herein.

WHEREAS, in consideration of the Contractor's performance of the Services delineated above, the Authority agrees to pay, for Services rendered, up to an amount not to exceed under this Agreement the total amount of _____ ($00,000) (the "Fee"), as more specifically described in Exhibit A. Contractor shall submit invoice(s) to the Authority with a detailed description and adequate supporting documentation of the Services rendered and hours worked on each of the Services rendered. Under no circumstance should the Contractor invoice the Authority for a Service that is not yet completed.

The CONTRACTOR has agreed to abide by and follow all applicable federal and state

SAMPLE

regulations and guidelines in relation to this CONTRACT and as to any sub-contractors authorized by this CONTRACT; and including the following:

1. Access to Third Party Contract Records – Applicable to all Contracts

a. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 C.F.R. §200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 C.F.R. §200.337.

3. Alcohol and Drug Misuse and Testing – Applicable to Transit Operations Contracts

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

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9. Changes to Federal Requirements - Applicable to all Contracts

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

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

11. Civil rights (Title VI, ADA, EEO) – Applicable to all contracts and rolling stock contracts greater than $10,000 and Construction contracts over $2,000

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Title VI of the Civil Rights Act of 1964. The CONTRACTOR will comply and will assure the compliance by subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d), the Regulations of DOT issued thereunder, 40 C.F.R. Part 21 and the assurances by MATA pursuant thereto.

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

SAMPLE

particular contractual relationship) in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

13. Clean Water – Applicable to all Contracts greater than $150,000

Clean Water. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Among other things:

1. The CONTRACTOR agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300h et seq.

2. The CONTRACTOR agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans", 42 U.S.C. § 7606 note.

16. Debarment and Suspension - Applicable to all Contracts greater than $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.

17. Disadvantaged Business enterprises (DBE) – Due to revisions to the federal regulation, the MATA DBE Program is temporarily in transition, and MATA shall continue DBE compliance, promote participation, utilize best available data, and document good faith efforts during transition.

20. False Statements or Claims of Civil and Criminal Fraud – Applicable to all Contracts

The CONTRACTOR acknowledges and agrees that:

SAMPLE

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. Federal Tax Liabilities and Recent Felony Convictions – Requires Certifications – All Tiers – Applicable to all Contracts

1. The contractor certifies that it:

a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any

SAMPLE

Third-Party Agreement with the Third-Party Participant without FTA's written approval.

2. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub-agreement.

23. Incorporation of FTA Terms – Applicable to all Contracts

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 Circular 4220.1G , dated January 16, 2026, 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.

24. Lobbying – Applicable to all Contracts greater than $100,000

Federal regulations require MATA to include certifications from contractors. Accordingly, the CONTRACTOR must sign the attached certification.

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.

SAMPLE

c. The CONTRACTOR shall insert the language of this certification in all subcontracts and require that all subcontractors at any tier shall certify and disclose accordingly.

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

27. Notice to Third Party Participants – Applicable to all Contracts

The Recipient agrees to include notice in each Third-Party Agreement that:

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

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

30. Procurement of Recovered Materials – Applicable to All Contracts

a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law,

SAMPLE

purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

32. Prompt Payment – Applicable to all Contracts

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. If applicable, this clause applies to both DBE and non-DBE subcontractors. If the CONTRACTOR determines the work to be unsatisfactory, it must notify MATA's Authorized Representative of the agency, 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.

34. Disputes, Breaches or Other Litigation - Notification of Contractor and/or Subcontractor Agency and Agency Notification to FTA – Applicable to all contract greater than $50,000

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 authorized representative of the agency, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The Authorized Representative of the agency may consult with the Construction Manager if one has been appointed for this project. The decision of the authorized representative of the agency shall be final and conclusive unless, within 10 days from the receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the Authorized Representative of the agency a written appeal addressed to the Chief Executive Officer of MATA. The Chief Executive Officer shall review the dispute, related documents and the authorized representative of the agency's Final Decision. The Chief Executive Officer may consult with the Construction Manager and the authorized representative of the agency. The decision of the Chief Executive Officer shall be final and conclusive unless, within 10 days from the date of the receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the authorized

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representative of the agency 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 authorized representative of the agency's decision.

b. This Section 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.

37. Safe Operation of a Motor Vehicle – Applicable to all Contracts

Seat Belt Use

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

Distracted Driving

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

40. Severability

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements,

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and guidance will continue in effect.

43. Substance Abuse.

a. Drug-Free Workplace. The Recipient agrees to:

1. Comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.;
2. Comply with U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and
3. Follow and facilitate compliance with U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

b. Alcohol Misuse and Prohibited Drug Use.

1. Requirements. The Recipient agrees to comply and assures that its Third-Party Participants will comply with:

(i) Federal transit laws, specifically 49 U.S.C. § 5331;

(ii) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655; and

(iii) Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.

2. Remedies for Non-Compliance. The Recipient agrees that if FTA determines that the Recipient or a Third-Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Recipient or Third-Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

44. Termination – Applicable to all contracts more than $10,000

a. MATA may terminate this Contract without cause by giving fifteen (15) days written notice

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to the CONTRACTOR thereof and specifying the effective date of termination.

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

b. If, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this Contract, or shall violate any of the covenants, agreements, or stipulations of this Contract, MATA shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR for such termination and specifying the effective date of such termination. In the event of termination, the CONTRACTOR shall be entitled to just and equitable compensation for any satisfactory work through the date of termination specified by MATA.

c. In the event of default by the CONTRACTOR, MATA shall be entitled to all of its reasonable expenses, and its costs to include, but not limited to its reasonable attorney's fees incurred by reason of such default.

d. In addition to the foregoing, MATA reserves the right to cancel any services or portion of services to be provided hereunder upon written notice to the CONTRACTOR specifying the canceled services and the effective date of such cancellation. In the event of such cancellation, the CONTRACTOR shall be compensated for satisfactory work completed and, further, the compensation due to the CONTRACTOR hereunder shall be reduced accordingly effective said cancellation date.

45. Trafficking in Persons – Applicable to all Contracts

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

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

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.

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Conflicts of Interest.

The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract

Lobbying.

The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

Nondiscrimination.

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional,

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or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Notice.

Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

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MATA Contract Sponsor:
Project Manager Name
Memphis Area Transit Authority
40 S. Main St., Suite 1200
Memphis, TN 38103

Copy to:
Office of the Chief Legal and Compliance Officer
40 S. Main St., Suite 1200
Memphis, TN 38103

***Notice to Provider shall be sent to the following*:**
Vendor Names
Vendor Address
Vendor City & State

Furthermore, the following documents are part of this Contract:

IFB No. _____, including any and all Addenda and Change Orders, the MATA General Contract Provisions, General Provisions, Specifications, Terms/Conditions and the Proposal Pricing Form, are incorporated herein and made part of this Contract.

VENDOR NAME
BY: _____ **SIGNATURE** _____

TITLE: _____ **DATE** _____

MEMPHIS AREA TRANSIT AUTHORITY

BY: _____
, Operation Trustee

TITLE: _____

APPROVED

BY: _____
, Fiscal Trustee

TITLE: _____

APPROVED AS TO LEAGAL FORM:

_____
Chief Legal and Compliance Officer **Date**

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EXHIBIT A

COST FOR IFB #_____	
	Vendor Name
Phase I –	$00,000.00
Phase II –	$00,000.00
Subtotal	**$00000.00**
Phase I Optional Add-On	$5,000.00
Total Cost	**$000,000.00**

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MEMPHIS AREA TRANSIT AUTHORITY

SAMPLE CONTRACT CHANGE ORDER

CONTRACT NO _____ **CHANGE ORDER NO:** ____ **FTA GRANT NO:** _____

DATE: _____ **CONTRACT DATE:** _____

CONTRACT FOR: _____

****

TO: _____

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

BY: _____ **TITLE:** _____ **EFFECTIVE DATE:** _____

****

NATURE OF CHANGE: _____

_____

_____

_____

_____

TOTAL AMOUNT OF THIS CHANGE ORDER: **$** _____

****

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

Original Contract Price	$ _____
Previously Executed Changes (0)	$ _____
Contract Price Prior to This Change	$ _____
Net Increase/(Decrease) From This Change	$ _____
Current Contract Price Including This Change	$ _____
Contract Time Prior to This Change	_____
Net Increase/(Decrease) From This Change	_____
Current Contract Time Including This Change	_____

****

The Above Changes are Accepted: _____

Company

BY: _____ **TITLE:** _____ **DATE:** _____

BID LABEL

NOTICE TO BIDDER/PROPOSER

On the envelope submitting your bid or proposal. It is imperative:

1. That your name and address appear on the envelope.
2. That the bottom portion of this label be filled in and pasted on the envelope

SEALED BID NO.
DUE DATE
DUE TIME A.M. P.M.

BID/PROPOSAL