

**MOBILE TICKETING SYSTEM FEE FOR SERVICE CONTRACT**

This Mobile Ticketing System Fee for Service ("Contract") is entered into and effective on and as of April 3, 2017 ("Effective Date") by and between the Metropolitan Atlanta Rapid Transit Authority ("MARTA" or "the Authority") and Kapsch TrafficCom USA, Inc., a Delaware corporation ("Contractor"). MARTA and Contractor are collectively referred to herein as the "Parties" and each, individually, as a "Party."

<b>Contract Name: Mobile Ticketing System Fee for Service Contract</b>	<b>Contract No: P34151</b>
<b>Contractor: Kapsch TrafficCom USA, Inc.</b>	<b>MARTA Department: Information Technology</b>
<b>Address:</b> 2855 Premiere Parkway Suite F Duluth, GA 30097	<b>Address:</b> MARTA 2424 Piedmont Road, NE Atlanta, Georgia 30324-3330
<b>Phone: (202)-641-8644</b>	<b>Phone:(404) 848- 5769</b>
<b>Email: <a href="mailto:chris.murray@kapsch.net">chris.murray@kapsch.net</a></b>	<b>Email: <a href="mailto:Mhsi@itsmarta.com">Mhsi@itsmarta.com</a></b>
<b>Contractor's Authorized Representative:</b> Chris Murray, President & CEO (or his designee)	<b>MARTA's Authorized Representative:</b> Ming Hsi, AGM of Technology/CIO (or her designee(s))

1. **SERVICES.**

- (a) **Service.** Subject to the terms and conditions set forth herein, Contractor shall perform the services described in the statement of work attached hereto as **Exhibit A** ("Statement of Work," "Scope of Work," "Scope of Services" or "Services"). The Contractor shall perform the Services when ordered from time to time by MARTA or as stipulated in the Statement of Work. Contractor will be responsible for the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Contractor in performing Services and complying with this Contract. Contractor acknowledges and agrees that MARTA is exempt from all State taxes, use taxes and federal excise taxes, and no provisions for such taxes should be included in any price proposal/quote and MARTA will not pay any such tax included therein or otherwise invoiced.
- (b) **Contractor Costs.** Unless otherwise expressly provided in this Contract, all materials, equipment, software, facilities and labor required for the proper performance of the Services shall be furnished by and be under the sole direction and control of Contractor and at Contractor's sole expense. Contractor shall be responsible, at its sole cost, for procuring and using such resources in a professional and workmanlike manner at no additional cost to MARTA.
- (c) **Removal of Employees Assigned to MARTA Contract.** Within a reasonable period, but not later than seven (7) days after Contractor's receipt of notice from MARTA that the continued assignment to this Contract of any Contractor Employees is not in the best interests of MARTA or may create a conflict of interest (in MARTA's sole determination), Contractor shall remove such Contractor Employee(s) from providing services under this Contract. Contractor will not be required to terminate the employment of such individual. Contractor will assume all costs associated with the replacement of any Contractor Employees. In addition, Contractor agrees to remove from this Contract any Contractor Employees who have engaged in willful misconduct or have committed a material breach of this Contract immediately after Contractor becomes aware of such misconduct or breach and notify MARTA of the same. For purposes of this Contract, the term "Contractor Employee(s)" shall mean all of Contractor's employees, contractors, subcontractors, agents, including, without limitation, the employees, contractors, subcontractors, agents of Contractor's partners or joint venture partners and any other individuals or entities providing any of the Services set forth in the Contract under the color of Contractor's authority.

(d) Contractor Authorized Representative. Contractor designates the person(s) named herein above as its Contractor Authorized Representative ("Contractor Authorized Representative") who shall: (a) be an employee within Contractor's organization, with the information, authority and resources available to properly coordinate Contractor's responsibilities under this Contract; (b) serve as primary interface and the single-point of communication for the provision of Services by Contractor; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

(e) MARTA Authorized Representative. MARTA designates the person(s) named herein above as its MARTA Authorized Representative(s) ("MARTA Authorized Representative") who shall: (a) serve as primary interface and the primary point(s) of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Contract; and (c) to the extent provided under applicable law (and the policies and procedures of MARTA) as the same may change from time to time, have the authority to execute any additional documents or changes on behalf of MARTA.

2. **TERM**. The term of this Contract shall commence on the Effective Date and expire **three (3) years** after written acceptance of the MTS System, unless earlier terminated in accordance with the terms of this Contract. The term 'Notice to Proceed' for purposes of this Contract means a written instruction from MARTA to Contractor instructing the Contractor to commence work under this Contract.
3. **OPTIONS TO EXTEND TERM**. Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that MARTA has **four (4)** options to extend the term of this Contract for up to **one (1) year** each. MARTA may exercise its option to extend the term by giving Contractor written notice at least thirty (30) days prior to the expiration of the then current term.
4. **SPECIAL TERMS AND CONDITIONS**. Notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree that in the event of a conflict between the terms and conditions contained in **Exhibit B** and the balance of the Contract, the terms and conditions set forth in **Exhibit B** shall control.
5. **COMPENSATION**. MARTA shall pay Contractor for the Services actually requested by MARTA's Authorized Representative, which are timely performed by Contractor in accordance with the terms of this Contract by Contractor. MARTA shall pay Contractor at the rate(s) set forth in **Exhibit C**. Contractor acknowledges and agrees that the total compensation payable to Contractor shall not exceed **\$ 14,186,749.05**. Except as set forth in **Exhibit C with respect to milestone payments**, the Contractor may bill for the Services actually requested and rendered on a monthly basis. Notwithstanding anything to the contrary contained herein, Contractor acknowledges and agrees not to submit an invoice to MARTA if the amount due is less than \$500.00, unless it is the final invoice. Each invoice must contain the following information in order to be processed by MARTA: (A) Contract Number; (b) contain a description of the Services rendered; and (c) be sent or delivered in duplicate to MARTA at 2424 Piedmont Rd., Atlanta, Georgia 30324-3330, Attention: Reginald Bryant, Contract Specialist III. MARTA will pay each invoice properly formatted and rendered within thirty (30) days after MARTA receives the invoice.

It is MARTA's policy that all sub-contractors, sub-Contractors, and sub-materialmen be paid promptly for all purchases and services satisfactorily rendered. Contractor is required to pay sub-contractors, sub-Contractors, and sub-materialmen for satisfactory performance of their contracts within five (5) working days from receipt of payment from MARTA. Contractor is also required to return retainage payments to the sub-contractors, sub-Contractors, and sub-materialmen within five (5) days of satisfactory completion of all work under the sub-contract.

(a) Credit. Contractor acknowledges and agrees that the **Eighty Thousand and 00/100 U.S. Dollars (\$80,000.00)** ("Credit") paid by MARTA to Contractor pursuant to that certain Mobile Ticketing System Pilot Contract dated January 4, 2015 shall be used by MARTA as a credit against fees and costs next coming due pursuant to this Contract until the Credit has been fully utilized and exhausted.

6. **EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISES.**

- (a) Contract agrees comply with the terms, conditions and goals set forth in Appendix A attached hereto and incorporated herein by this reference.
- (b) Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, religion, national origin, sex or physical handicap in connection with the award or performance of this Contract. Contractor agrees to include the above statements in any subcontracts or subsequent agreements that it enters into and cause those businesses to similarly include the statements in subsequent agreements related to this Contract.
- (c) Contractors are required to submit with their Equal Employment Opportunity ("EEO") statistical data, as well as, Disadvantaged Business Enterprise ("DBE") utilization commitments. This requirement pursuant to Title VII of the Civil Rights Act of 1964, Executive Order 11246 as implemented by the Department of Labor's Office of Contract Compliance, Executive Order 11625, [Federal Transit Administration Circular 4716.1A, Federal Department of Transportation 49 CFR Part 23] and MARTA Board Policies on equal employment opportunity and DBE contracting goals.
- (d) If Contractor has fifty (50) employees or more, Contractor is required to submit a copy of its affirmative action plan along with all other cited materials. The affirmative action plan shall contain, at a minimum, a utilization analysis, an analysis of any underutilization, a program of goals and timetables to correct any such underutilization, an auditing and record keeping process, internal and external EEO policy dissemination procedures and the identification and delineation of the affirmative action officer's responsibilities.
- (e) If Contractor has less than fifty (50) employees, Contractor shall provide an equal opportunity policy statement signed by the firm's Chief Executive Officer (or its equivalent). The policy statement will indicate that the Contractor does not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Further, the Contractor will state that it will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regards to race, color, religion, sex, or national origin.

7. **CIVIL RIGHTS.** The following requirements apply to the underlying Contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., 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, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
  - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. The

Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of 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, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### 8. DEFAULT; REMEDIES.

(a) Contractor shall be in default under the terms of this Contract if Contractor:

- (i) fails to make any payment within five (5) days of the date such payment is due to MARTA whether or not the MARTA has provided Contractor with an invoice or written notice of the amount due or overdue;
- (ii) ceases to provide any of the Services without the written consent of MARTA's Authorized Representative or becomes permanently deprived of the rights, powers, or privileges necessary for the proper conduct thereof;
- (iii) becomes insolvent or seeks the benefit of any present or future insolvency statute, makes an assignment for the benefit of any creditor, files a voluntary petition in bankruptcy, or consents to the appointment of a receiver, trustee or liquidator of any of its assets;
- (iv) files a petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, or is involved in an involuntary bankruptcy filing that is not dismissed within sixty (60) days after filing
- (v) fails to keep, perform or observe any term, covenant or condition set forth in this Contract;
- (vi) intentionally or willfully misrepresents any material fact to MARTA;
- (vii) makes any material misrepresentation (or failed to make a full and accurate disclosure) to MARTA in the documents, questionnaires, forms or materials submitted by Contractor in response to the Request for Qualifications, Request for Proposals, Request for Quotes, Invitation to Bid, any other solicitation document or any document pursuant to which this Contract was awarded, or failed to comply with all requirements, including, without limitation, MARTA's ethical standards and conflicts of interest policies; or



(viii) fails to pay any and all taxes and assessments required to be paid under this Contract or in the operation of MARTA's business.

(b) If Contractor is in default, Contractor will notify MARTA in writing of the nature of the default and the time period within which to cure, if any. If Contractor, (a) where a specific time period for the cure is provided in the applicable subsection of this Contract, does not cure the default within that period, or (b) where a time period for the cure is not specifically provided in the applicable section, does not cure the default within twenty (20) days from receipt of notice from MARTA, MARTA may, without further notice to Contractor and Contractor's sureties, if any, elect to exercise any of the following remedies:

(i) terminate all or any portion of this Contract or any of Contractor's rights under this Contract at any time thereafter and recover from Contractor all costs, expenses, losses and damages recoverable under this Contract (including, without limitation, all reasonable costs associated with the re-procurement of the Services) or applicable law as a result thereof.

(ii) reasonably cure any default at Contractor's cost. If MARTA at any time, by reason of Contractor's default, pays any sum to cure any default, the sum paid by MARTA shall be immediately due from Contractor to MARTA, and shall bear interest at the rate of one and one-half percent (1.5%) per month from (or such maximum rate permissible by applicable law, if lower) the date paid by MARTA until the date MARTA is fully reimbursed by Contractor.

(iii) the right to offset against and deduct from the fees payable to contractor (if any), any amounts due MARTA from Contractor, including, but not limited to, unauthorized or disputed expenses and liquidated damages as described herein (if any). If MARTA pays any sum or incurs any obligations or expense because of the failure, inability, neglect or refusal of Contractor to perform or fulfill any of the terms or conditions of the Contract that it is obligated to perform or fulfill, then MARTA shall have the right to deduct said expenses from Contractor's fees coming due under this Contract.

(iv) exercise any and all other rights or remedies available under this Contract or at law or in equity.

9. **DISPUTES.** In the event a dispute arises between the Authority and the Contractor in the performance of this Contract, the Contract Administrator, as set forth in the Special Terms and Conditions, and the Contractor's counterpart/designated representative shall expeditiously undertake, through direct, good faith negotiations to resolve the dispute or controversy. The nature of said controversy shall be documented in writing by the party initiating the negotiations.

In the event the dispute cannot be resolved by those individuals within thirty (30) days after negotiations are undertaken, the dispute shall be referred to the Authority's General Manager, or designee, and the Contractor's counterpart.

If the dispute cannot be resolved by those parties within thirty (30) days of the dispute being brought to their attention, either party may pursue any other remedy available under Georgia law.

The Contractor shall continue to perform the Contract, unless otherwise instructed by the Authority, notwithstanding any dispute that may arise concerning the compensation due the Contractor or either party's performance of or failure to perform any obligation hereunder.

10. **TERMINATION FOR CONVENIENCE.** MARTA shall have the right to terminate this Contract without cause at any time during the term of this Contract by giving written notice to Contractor at least thirty (30) days prior to the date such termination is to be effective.

11. **EFFECT OF TERMINATION.** Unless otherwise provided herein, termination of this Contract, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination and Contractor shall be paid for all work performed in accordance with this Contract up through any such termination, including expenses related to orders that are actually in-process or otherwise non-cancellable (i.e., orders that were reasonably placed by Contractor relative to the work and project schedule); or (b) any remedies to which a Party may be entitled under this Contract, at law or in equity. Upon termination of this Contract, Contractor shall immediately: (i) discontinue Services on the date and to the extent specified in the notice; (ii) inventory, maintain and upon payment for same, turn over to MARTA all Work Product (hereinafter defined), licenses, equipment, materials, plant, tools, and property furnished by Contractor or provided by MARTA for performance of the terminated Services; (iii) comply with all other reasonable requests from MARTA regarding the terminated Services; and (iv) continue to perform in accordance with all of the terms and conditions of this Contract any portion of the Services that are not terminated.
12. **SUSPENSION OF SERVICES.** MARTA may suspend at any time, by written notice to Contractor, the performance of all or any portion of the Services up to 180 days. Upon receipt of a suspension notice, Contractor must, unless the notice requires otherwise, immediately (a) discontinue suspended Services on the date and to the extent specified in the notice, (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, (c) cease advertising to the public as a provider of the suspended Service(s) and (d) take any other reasonable steps to minimize costs associated with the suspension. Contractor shall be entitled to an mutually acceptable equitable adjustment for reasonable costs associated with a suspension issued solely in MARTA's discretion.
13. **INSPECTION.** Reserved.
14. **DELIVERY.** All equipment, supplies, and goods, including spare parts, special tools, special test equipment, manuals, and other technical data, if any, shall be delivered to MARTA in accordance with the project schedule. Timely delivery is of the essence of the Contract. All deliveries shall be off-loaded from the carrier's conveyance at the destination so specified at the Contractor's cost and free of expense to MARTA. MARTA shall not be responsible for storage, demurrage, accessorial, or other charges related to shipment or delivery, except only such charges as are incurred solely because of an act or order of MARTA or its agent or employee.
15. **ACCEPTANCE.** MARTA shall have the right to inspect and test the equipment, supplies, or other goods when they have been delivered, and if they then do not conform fully and strictly to the requirements of the Contract, shall have the right to reject them, whether or not MARTA or its agents have previously inspected or tested them. MARTA will notify the Contractor of its rejection of any equipment, supplies, or goods within fifteen (15) days after they are delivered; such equipment, supplies, or goods shall otherwise be or be deemed to have been accepted, subject, however, to MARTA's right, as provided by law, to revoke its acceptance, and subject to its rights under all warranties under the Contract. Title and risk of loss or damage shall pass to MARTA upon acceptance, except that such risk shall revert to the Contractor with respect to any equipment, supplies, or other goods the acceptance of which MARTA revokes, unless the loss or damage is caused solely by the fault or negligence of MARTA or of its agents or employees acting within the scope of their authority or employment.
16. **WARRANTY.** Unless otherwise stipulated in the Contract, the Contractor warrants that, for three (3) years after being accepted by MARTA, all equipment, supplies, software, programs and other goods delivered under the Contract shall be and remain free of any and all defects, latent or patent, in material or in workmanship, and shall conform and continue to conform to all requirements of the Contract. EXCEPT FOR THE FOREGOING WARRANTIES AND THE WARRANTY OF TITLE TO SUCH MATERIAL, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
17. **MARTA'S RIGHT TO REVIEW AND REJECT.** MARTA shall have the right to make inspections and tests, at any reasonable time and place, and in any reasonable manner, and to reject equipment, supplies, or other goods on the basis of such inspection or test, but shall have no obligation to accept or to reject any equipment, supplies, or other goods until they have been delivered. Any Service, Work Product or other document or item to be submitted or prepared by Contractor hereunder shall be subject to the review of MARTA Authorized Representative. The MARTA

Authorized Representative may disapprove, if in MARTA Authorized Representative's sole opinion, the Work Product, Service, document, or item is not in accordance with the requirements of this Contract or sound professional service principles. If any of the said items or any portion thereof are so disapproved, Contractor shall revise the items until they meet the approval of MARTA Authorized Representative. However, Contractor shall not be compensated under any provision of this Contract for repeated performance of such disapproved items.

**18. AUDIT AND INSPECTION.**

(a) Contractor will provide to MARTA, and any entity designated by MARTA, access to Contractor Employees and to Contractor's offices and property for the purpose of performing audits and inspections of Contractor, Contractor Employees and/or any of the relevant information relating to the Services and this Contract. Such audits, inspections and access may be conducted to: (a) verify the accuracy of charges and invoices; (b) examine Contractor's performance of the Services; (c) monitor compliance with the terms of this Contract, including, without limitation, compliance DEO policies; and (d) any other matters reasonably requested by MARTA. Contractor shall provide, at no additional cost, full cooperation to MARTA and its designated entities in connection with audit functions and examinations by regulatory authorities. All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours). Contractor shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

(b) If any audit or inspection of charges, invoices or Services reveals that MARTA has overpaid any amounts to Contractor, Contractor shall immediately refund such overpayment and Contractor shall also pay to MARTA interest on the overpayment amount at the rate of one and one-half percent (1.5%) per month (or such maximum rate permissible by applicable law, if lower) from the date the overpayment was made until the date the overpayment is refunded to MARTA by Contractor. Additionally, Contractor acknowledges and agrees that MARTA deduct such amounts due from future invoices until all overpaid amounts (including, interest thereon) are repaid in full.

(c) Until the later of: (a) five (5) years after expiration or termination of this Contract; (b) the date that all pending matters relating to this Contract (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet MARTA's records retention policy or any record retention policy imposed by applicable law, if more stringent than MARTA's policy, Contractor will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable MARTA to enforce its audit rights under this Contract.

**19. CONFLICTS OF INTEREST; PROHIBITED INTERESTS.**

(a) Conflicts of Interest. The Contractor agrees to execute and return the Certification of No Conflict of Interest attached hereto as **Exhibit E** and to comply with MARTA's Code of Conduct (available on-line at <http://www.itsmarta.com/Code-of-Ethics-Revised-8-12-2013.pdf>). Contractor shall immediately notify MARTA in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Contract whether or not MARTA has identified such conflict of interest. MARTA shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest, which may include termination of this Contract or the suspension of Services.

(b) Prohibited Interests. The Contractor undertakes, represents, and warrants that none of the following persons, during his tenure or for one year thereafter, has or will have any interest, direct or indirect, in the Contract or in any part of the proceeds hereof: members of MARTA's Board of Directors; officers or employees of MARTA (or former employees of MARTA who within the preceding twelve month period have been a MARTA employee), or of any representative of MARTA in the administration of the Contract; members of or delegates to the United States Congress or to the Georgia legislature; and members of the governing body, and all other officers or employees of MARTA, City of Atlanta or the Counties of Clayton, Cobb, DeKalb, Fulton or Gwinnett, Georgia.

20. **INSURANCE REQUIREMENTS.** Contractor shall comply with the insurance and bonding requirements set forth on **Exhibit D.** Contractor further agrees that its obligation to indemnify and hold harmless MARTA Indemnitees will not be limited to the limits or terms of Contractor's liability insurance, if any, required under this Contractor.
21. **INDEMNIFICATION.** Contractor shall indemnify and hold MARTA, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns (collectively, the "**MARTA Indemnitees**") harmless from any losses, liabilities, damages, demands and claims, and all related costs (including, without limitation, reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon or to the extent arising from:
- (a) Contractor or Contractor's subcontractors, agents or employees' negligent acts or willful misconduct in performing or failing to perform its obligations under this Contract;
  - (b) any actual, alleged, or threatened violation of any applicable laws by Contractor or Contractor's subcontractors, agents or employees, to the extent such claim is based on the act or omission of Contractor or any person acting for, in the name of, at the direction or supervision of or on behalf of Contractor;
  - (c) death of or injury to any individual to the extent caused, in whole or in part, by the tortious conduct of Contractor or any person acting for, in the name of, at the direction or supervision of or on behalf of Contractor; and
  - (d) damage to, or loss or destruction of, any real or tangible personal property to the extent caused, in whole or in part, by the negligent act or omission of Contractor or any person acting for, in the name of, at the direction or supervision of or on behalf of Contractor.
22. **LIMITATION OF LIABILITY.** THE MAXIMUM AGGREGATE LIABILITY OF MARTA HEREUNDER IS LIMITED TO THE TOTAL OF ALL FEES ACTUALLY PAID DURING THEN CURRENT YEAR UNDER THE CONTRACT. MARTA WILL NOT BE LIABLE OR RESPONSIBLE TO CONTRACTOR FOR ANY LOSS(ES), DAMAGE(S) OR EXPENSE(S) THAT CONTRACTOR MAY SUSTAIN OR INCUR IF EITHER THE QUANTITY OR CHARACTER OF SERVICES TO BE PROVIDED BY MARTA, IF ANY, IS CHANGED OR IS NO LONGER AVAILABLE OR IS NO LONGER SUITABLE FOR CONTRACTOR'S REQUIREMENTS. MARTA WILL NOT BE LIABLE OR RESPONSIBLE TO CONTRACTOR FOR ANY LOSS(ES), DAMAGE(S) OR EXPENSE(S) ARISING OUT OF, RESULTING FROM, RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, ACTS OF TERRORISM, INCLUDING, BUT NOT LIMITED TO, LOSS(ES), DAMAGE(S) OR EXPENSE(S) SUSTAINED OR INCURRED BY CONTRACTOR AS A RESULT OF:
- (a) A CHANGE IN MARTA'S OR CONTRACTOR'S BUSINESS RESULTING FROM SUCH TERRORIST ACTS;
  - (b) THE ENACTMENT OF LAWS RESPONDING TO OR CONCERNING TERRORIST ACTS; OR
  - (c) ANY OTHER DETRIMENTAL EFFECT UPON CONTRACTOR OR ITS BUSINESS RESULTING FROM SUCH TERRORIST ACTS.
23. **CONTRACTOR'S LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary contained in this Contract, the parties acknowledge and agree that the maximum aggregate liability of Contractor hereunder is limited to a total amount of ten million and 00/100 U.S. dollars (\$10,000,000.00).
24. **WORK PRODUCT.** Contractor and its sub-contractors grant MARTA a non-exclusive, perpetual, worldwide, paid-in-full, royalty-free license to use the software, computer programs, data and associated intellectual property rights to the products and services needed to operate the MTS system (hereinafter defined) in accordance with this Contract.
25. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** As of the Effective Date and continuing throughout the Term, Contractor represents and warrants to MARTA that:
- (a) **Authority.** Contractor is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction (including, without limitation, the State of Georgia) where the failure to be in good standing would have a material adverse effect on

its business or its ability to perform its obligations under this Contract. Contractor has all necessary power and authority to enter into and perform its obligations under this Contract and within the State of Georgia, and the execution and delivery of this Contract and the consummation of the transactions contemplated by this Contract have been duly authorized by all necessary actions on its part. This Contract constitutes a legal, valid and binding obligation of Contractor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Contractor is a party that may restrain or question this Contract or the provision of Services by Contractor is pending or threatened.

- (b) **Professional Standards.** The Services will be performed in a professional and workmanlike manner in accordance with the best industry standards and the professional standards used in well managed operations similar to the Services.
- (c) **Materials and Equipment.** Any equipment or materials provided or used by Contractor shall be of merchantable quality and fit for the purposes for which they are intended. Further, Contractor shall maintain any equipment or materials provided or used by Contractor in good working order, in compliance with the best industry practices, all applicable laws and the Scope of Work.
- (d) **Intellectual Property Rights.** None of the processes or procedures utilized by Contractor to fulfill its obligations hereunder, nor any of the materials and methodologies used by Contractor in fulfilling its obligations hereunder, nor any of the Services shall infringe any third party's intellectual property rights or privacy, publicity or other rights.

26. **GEORGIA OPEN RECORDS ACT.** Information provided to MARTA is subject to disclosure under the Georgia Open Records Act, as amended from time to time ("GORA"). PURSUANT TO O.C.G.A. § 50-18-72(A)(34), *an entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A § 10-1-760 et seq.].*

27. **ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT.** This Contract is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). Pursuant to Act, Contractor must actively participate in the E-Verify Program established by the United States Department of Homeland Security to verify the work authorization status of Contractor's employees for the duration of this Contract. For the entire Term of this Contract, Contractor must comply with the Act (O.C.G.A. 13-10-90 et seq.), as it may be amended from time to time, including but not limited to, obtaining affidavits from Contractor's subcontractors and sub-subcontractors demonstrating their participation in the E-Verify Program for the duration of their contract with Contractor. Contractor shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its subcontracts with all of Contractor's subcontractors and sub-subcontractors that perform all or part of the Services in this Contract.

It is not the intent of this section to provide detailed information or legal advice concerning the Act. Contractor is responsible to independently appraise itself of and comply with the requirements of the Act and to assess its effect on MARTA contracts and its participation in those contracts. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

28. **GENERAL.**

- (a) **Notices.** Any notices required or permitted by this Contract shall be in writing and sent to the respective Party at the address on page one (1) of this Contract, and if to MARTA, a copy to the head of Contracts, Procurement & Materials at 2424 Piedmont Road NE, Atlanta, Georgia, 30324, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested with all postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

- (b) Waiver. Any waiver by either Party or failure to enforce their rights under this Contract shall be deemed applicable only to the specific matter and shall not be deemed a continuing waiver or failure to enforce any other rights under this Contract, and this Contract shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment, or waiver of this Contract will be binding on MARTA unless executed in writing by MARTA's Authorized Representative.
- (c) Assignment. Neither this Contract, nor any rights or obligations under it, may be assigned, encumbered, licensed or subcontracted in any manner by Contractor without the prior written consent of MARTA's General Manager (or his/her designee), and any attempt to do so without such written consent shall be void *ab initio*. MARTA's General Manager (or his/her designee) may grant or deny consent to assign, subcontract, license or encumber this Contract or the Services in his/her sole discretion.
- (d) Severability. In the event that any provision of this Contract is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and the remainder of this Contract shall not be affected and shall continue to be enforceable to the greatest extent under applicable law. Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Contract.
- (e) Independent Contractor. Contractor is an independent contractor of MARTA and nothing in this Contract shall be deemed to constitute Contractor and MARTA as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither party has the authority to represent or bind or create any legal obligations for or on behalf of the other party.
- (f) Entire Contract. This Contract and any exhibits or addenda attached hereto or referenced herein shall comprise the entire agreement of the parties relating to the subject matter hereof and supersedes all previous communications, representations, or agreements (oral or written) between the parties with respect to such subject matter. This Contract may only be amended or modified by a writing executed by each party's authorized representative and each such writing shall be deemed to incorporate all of the Contract Documents, except to the extent that MARTA is authorized under this Contract or applicable law to issue unilateral changes to this Contract. CONTRACTOR MAY NOT UNILATERALLY AMEND OR MODIFY THIS CONTRACT BY INCLUDING PROVISIONS IN ANY BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY MARTA AND OF NO FORCE OR EFFECT. No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Contract.
- (g) Gender, Exhibits and Attachments and Time. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires. All exhibits, appendices, attachments, riders and addenda referred to in this Contract are incorporated into this Contract and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Contract. If Contractor is other than a natural person, Contractor shall deliver to MARTA such legal documentation as MARTA may request to evidence the authority of those signing this Contract to bind Contractor.
- (h) Suspension of Work during Alerts Issued under the National Terrorism Advisory Services (NTAS). When the Secretary of Homeland Security announces an alert under the National Terrorism Advisory Services (NTAS), whether such alert is issued publically or otherwise, MARTA shall have the right to suspend or delay completion of work under this Agreement and take additional action as MARTA deems necessary to secure MARTA's facilities as follows:
  - (i) Elevated Threat Alert: MARTA shall have the right to delay or suspend work, as determined in its sole discretion, monitor all work areas and Contractor's personnel and equipment entering work areas until such alert expires.



(ii) Imminent Threat Alert: MARTA shall have the right to suspend all work, as determined in its sole discretion, and to restrict or deny access to work areas until such alert expires. MARTA shall provide notice to Contractor, as soon as is practicable, of the receipt of a NTAS Alert and the effect such Alert will have upon the work of Contractor. To facilitate the provision of such notice, Contractor is required to provide MARTA with emergency contact information in the form of cell phone numbers, facsimile numbers and e-mail addresses to which such notices may be forwarded, and to keep said numbers current. Notice or attempted notice given to the most recent points of contact shall be deemed to be sufficient notice to Contractor that work shall be delayed or suspended in accordance with this paragraph; Contractor shall be entitled to additional compensation under this Agreement. In the event of a delay or suspension, the part of the Phase II Project affected by the delay or suspension shall be extended for a period equal to the delay or suspension plus a period, if any, that in the opinion of Contractor, following consultation with MARTA and the FTA, is necessary for Contractor and MARTA to carry out the Phase II Project.

Should the Federal Transit Administration ("FTA") or the Secretary of Homeland Security adopt a different method of identifying threats to homeland security, or if the FTA or the Secretary of Homeland Security adopt rules binding upon the Authority for the suspension of work which differ from those set forth herein, the parties hereto agree to modify this agreement by written agreement of the parties to reflect such changes.

- (i) Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on MARTA property or in the performance of any of the Services.
- (j) Identification of Personnel Security. The Contractor acknowledges and agrees that MARTA may at anytime require the Contractor to provide (at Contractor's sole expense) personnel who enter upon MARTA's property with distinctive identification badges showing the employer's name, employee's name, employee's photograph, employee's job title, and any employee identification number assigned to such employee by Contractor. All of Contractor's personnel shall display these badges prominently upon their persons while on MARTA property. MARTA will only allow properly certified personnel of the Contractor on MARTA's property. MARTA shall have the right to require Contractor to conduct background checks on the Contractor's employees and to remove from MARTA's property any employee MARTA considers incompetent, careless, or who constitutes a security risk or safety hazard. The Contractor's personnel must have all appropriate documentation, as determined by MARTA's project manager, on their person to gain access to MARTA's property.
- (k) Usufruct. To the extent MARTA granted Contractor the right to use any real property owned by MARTA, all of Contractor's rights hereunder constitute a usufruct, which is not subject to levy or sale. No estate shall pass out of MARTA.
- (l) Attorneys' Fees. If MARTA should bring any action under this Contract, then Contractor agrees in each and any such case where MARTA prevails in a court of law to pay to MARTA its reasonable legal costs, including, but not limited to, court costs and reasonable attorneys' fees, incurred by MARTA in connection therewith.
- (m) Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its choice of law principles. The Parties hereby submit and consent to the exclusive jurisdiction of the Superior Courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Contract will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum *non conveniens* to the conduct of any such action or proceeding in such court.
- (n) Force Majeure. Neither Party shall be deemed to be in breach of this Contract by reason of a failure to perform any of its obligations hereunder to the extent that such failure is caused by strike or labor troubles, unavailability of materials or utilities, riots, rebellion, terrorist attack, insurrection, invasion, war, action or interference of governmental authorities (other than MARTA), acts of God, or any other cause whether similar or dissimilar to the foregoing which is reasonably beyond the control of the Parties (collectively "Force Majeure Event"). If either

Party claims the occurrence of a Force Majeure Event, such Party must promptly give notice to the other of the existence of such Force Majeure Event, the nature and extent thereof, the obligation hereunder affected thereby and the actions to be taken to abate or terminate such event. In no event shall the failure to pay any amount (or have the ability to pay any amount) be deemed a Force Majeure Event under this Contract.

(o) Use of MARTA's Name. The Contractor shall not refer to MARTA or use MARTA's name for purposes of advertising or public relations without MARTA's prior written consent, which may be granted or withheld in MARTA's sole discretion. Any such reference or use shall be strictly factual, and shall not in any way imply that MARTA endorses Contractor or the services Contractor provides.

29. **EXECUTION OF CONTRACT.** This Contract will not become binding on MARTA and MARTA will incur no liability under it until it has been duly executed by Contractor, returned to MARTA with all required submittals, including insurance and bonding, executed by MARTA's authorized signatory and delivered to Contractor.

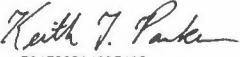
[Signature Page Follows]

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**IN WITNESS WHEREOF**, the Parties, by and through their authorized representatives, have executed this Contract as of the Effective Date.

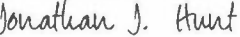
**MARTA:  
METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY**

DocuSigned by:

  
E91F232A469F465

Print Name: Keith T. Parker, AICP  
Title: General Manager/CEO

Approved as to legal form:

  
AA2A4DE3C56E44C

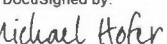
Print Name: Jonathan Hunt  
Title: Chief of Corporate Law and Real Estate

**CONTRACTOR:  
Kansch TrafficCom USA, Inc., a Delaware corporation**

DocuSigned by:  
  
6FAEBC58FC394A8

Print Name: Chris Murray  
Title: President & CEO

**And**

DocuSigned by:  
  
393C081D922B4A8

Print Name: Michael Hofer  
Title: CFO

**ATTEST:**

Pam Hansen  
\_\_\_\_\_

Print Name: Pam Hansen  
\_\_\_\_\_

Title: Executive Assistant  
\_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**

**1. OVERVIEW OF MARTA AND REGIONAL TRANSIT PARTNERS**

**(A) METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (MARTA)**

MARTA is the ninth largest transit system in the U.S., and the largest in the Southern U.S., providing bus, rail, and para-transit services. In FY2013/14, MARTA's trains, buses, para-transit Mobility vans and 4,500 dedicated employees provided service for approximately 134.9 Million passenger trips. MARTA provides transportation for approximately 430,000 passenger boardings each day. MARTA provides regional connectivity to local, regional and state transit providers with approximately 32 percent of their customers transferring to MARTA each weekday. MARTA operates approximately 600 full-size buses covering approximately 1,000 route miles per day. MARTA's Mobility service (para-transit) operates approximately 210 lift-vans. MARTA also currently operates approximately 300 rail cars in 38 stations on 48.1 miles of rail.

The current Automated Fare Collection System is branded as "Breeze" and "Breeze Mobile". Breeze is a smart card (i.e., Mifare) based system comprised of the following elements (quantities set forth in 1 (A) (1-3) below are approximate):

**(1) Field equipment**

- (a) Station level: Breeze Vending Machines (approx. 360 units), Automatic Fare Gates (approx. 640 units)
- (b) Bus level: Driver Control Unit (approx. 950 units), Farebox (approx. 740 units).
- (c) Other: Ticket Office Machine (approx. 40 units)

**(2) Back-office / Central systems:**

- (a) Breeze Nextfare Backoffice
- (b) Customer Ticket Purchase Website
- (c) Partner Ticket Purchase Website
- (d) Electronic payment processor

**(3) Communications**

- (a) AT&T 4G wireless communications in all fixed route vehicles
- (b) WAN in all train stations
- (c) Wi-Fi in garages and major stations.

For additional information please visit <http://www.itsmarta.com>.

**(B) Georgia Regional Transportation Authority (GRTA)**

The Georgia Regional Transportation Authority addresses mobility and air quality in metro Atlanta and serves as the Governor's voice for strategic direction in transportation planning for Georgia's most populous region. GRTA works on behalf of the Governor to reduce congestion and improve mobility, and operates high-quality, efficient regional commuter services. GRTA's jurisdiction encompasses 13 counties: Cherokee, Clayton, Coweta, Cobb, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Paulding, and Rockdale. GRTA operates programs in two core businesses: Regional Commuter Transit and Transportation Performance management. GRTA's commuter bus service, ("Xpress"), was started in 2004, through a partnership between the state and metro Atlanta counties, and has since grown to become a key part of the region's transportation network.

Xpress provides a long distance commute alternative to single-occupant vehicles, thereby improving capacity on the state roadways. Xpress operates 25 routes served by 166 coaches; Xpress operates 30 park-and-ride lots spread throughout the region and provides service from these locations to Downtown and Midtown, Buckhead, Perimeter Center and Atlanta. Amenities include bicycle racks, wheelchair accessibility, and free transfers to the MARTA rail system and bus networks. In 2013 Xpress provided 55 million passenger miles. Xpress Fare operations include two systems, GFI's System 7 used for cash collection and magnetic media, and the regional breeze fare collection system. The GFI system includes three garage locations as well as central office reporting servers, uses Cents-A-Bill registering fare boxes. Xpress's Breeze implementation consists of garage computer and ancillary networking equipment at three garage location and uses breeze DCU and light validators for acceptance of the breeze smartcard, which are not integrated with the GFI fare box.

For additional information please visit <http://www.grta.org> or [www.xpressga.com](http://www.xpressga.com).

### **(C) Gwinnett County Transit (GCT)**

Gwinnett County Board of Commissioners d/b/a as Gwinnett County Transit (GCT) operates four express and six local fixed routes as well as complementary ADA paratransit service within ¼ mile of the local fixed routes. Gwinnett County contracts out the GCT transit service operations & maintenance to a private provider, Transdev North America, Inc. Gwinnett County and Transdev also operate four GRTA express fixed routes out of the same Transdev operations center at 2880 Remington Park Court, Norcross, Georgia. The GCT services comprise, 43 express coaches, 28 local buses, seven paratransit buses and three paratransit sedans. Average 2012 weekday and Saturday ridership was approximately 7,800 and 1,025 respectively, for a total of 2,007,139 boardings for 2012.

The 81 GCT-owned have GFI Genfare Cents-A-Bill registering fare boxes. The three GCT-owned sedans have fare drop boxes. All 81 GCT-owned owned vehicles have the Cubic Nextfare smartcard on-board system for processing the MARTA Breeze Card which consists of a bus smart card processor (a/k/a driver control unit (DCU) and light validator (LV)). The Cubic system equipment also includes a ticket office machine (TOM), a Card Five machine (for processing Half Fare and ADA paratransit Breeze cards), a garage WLAN for vehicle to garage data communication and a garage server for data communication between the Norcross operations center and the MARTA back office. There is no connectivity between the GFI and Cubic systems. GCT would be responsible for the mobile solution addition to its 81 vehicles, 1 TOM, and 1 Card 5 machine.

Utilizing the above equipment, the fare media used by all vehicles operating out of the Norcross operations center consist of cash, paper tickets and passes (tickets are dropped in farebox, passes are flashed, and no magnetics used), and Breeze cards with stored cash value, ticket and pass options. The fare policy structure includes local fare, half fare, ADA paratransit fare, and two-zone express fares across the various service types. The fare structure includes the ability for upcharges for a passenger to transfer from a lower fare service to a higher fare service as well as free transfer capability in the current GCT/MARTA reciprocal fare agreement. The integration of existing fare media, transfers and upcharges are in adopted GCT fare policy and the Nextfare business rules, and thus are requirements for the selected mobile solution.

As of July 2014, GCT has implemented the Avail Technologies CAD/AVL system which includes the SAE J1708 connection between the GFI farebox and the Avail CAD/AVL system. The Avail system also will include next bus arrival and trip planner smartphone Apps and text messaging inquiry of next bus arrival from over 1,000 system bus stops.

The Avail system data communications are through 4g LTE cellular connectivity between revenue vehicles and base. The AVL reporting period is currently set to 60 seconds, for both Fixed Route and Paratransit vehicles. Note that there is also a distance setting of a half-mile (so whichever comes first – half-mile traveled, or 60 seconds since last AVL report sent, will cause another AVL report to be sent). On Fixed Routes, AVL data is also sent at each defined stop/trigger box, so generally AVL data is sent more often than every 60 seconds, especially on local routes where stop density is such that a vehicle passes through 2 or 3 stops every minute.

For additional information please visit:

<http://www.gwinnettcounty.com/portal/gwinnett/Departments/Transportation/GwinnettCountyTransit>.

#### **(D) Cobb Community Transit (CCT)**

The Cobb DOT Transit Division (CobbLinc) is the second largest transit system in Georgia; providing local and express bus service, ADA Compliant Paratransit transportation services, and a new Flex (on-demand) service implemented in March 2015. The delivery of transportation services is contracted to a private provider, Transdev is the current contractor.

In FY2015, CobbLinc buses and Paratransit vans provided approximately 3.5 million passenger trips averaging approximately 12,000 weekday and 5,500 Saturday passengers boarding's per day. CobbLinc provides regional connectivity to the Metro Atlanta area via express, reverse commute and local bus service. Eight park-n-ride locations and two transfer centers are served. The combined services connect CobbLinc customers to 6 MARTA rail stations and 79 bus stops in the metro Atlanta area. CobbLinc operates 50 full-size transit buses on 11 local bus routes and 34 Coaches on 5 express routes (3 CobbLinc routes and 2 GRTA routes) during peak service hours covering approximately 2.8 million revenue miles per year. CCT has approximately 300 stops with bus shelters and benches. There are 752 bus stops serviced by a CobbLinc operated bus.

The Flex service operates 5 lift-equipped 30-foot small buses on weekdays between 7 a.m. and 7 p.m. in three service zones. There is one central bus stop that serves as a transfer point for all three zones and to the CobbLinc fixed route service.

The ADA compliant Paratransit service operates 24 lift-equipped 30-foot small buses on weekdays and Saturday. CobbLinc's headquarters and maintenance facility is located at 463 Commerce Park Drive SE, Marietta GA. The Paratransit facility is located at 431 Commerce Park Drive SE, Marietta, GA. There are also 5 park-n-ride lots located throughout Cobb county and 2 transfer centers that are owned and operated by CCT.

Planning study for a University Connector providing service to connect campuses in Cobb with those in metro Atlanta; planning study to evaluate current transit service and recommend improvements to schedules and service levels; and implementation of the new Cumberland Circulator service in March 2017 improving transit options in Cumberland area.

CobbLinc vehicles are equipped with a GFI Odyssey validating farebox and Cubic system for processing fare payments. The current fare system allows use of "Breeze" cards, magnetic tickets, and cash. Customers have options to purchase 1-trip, multiple trips, and 31-day fare products. There are reduced fares for youth and elderly customers. Transfers between local CobbLinc service and MARTA are free when using the Breeze card. Customers can transfer to express service from local and /or MARTA paying the appropriate up-charge.



The following equipment is used for fare collection and processing (quantities are approximate):

(1) Field equipment:

- (a) Transfer Center Kiosk: One currently operational - Ticket Office Machine (1 unit).
- (b) Customer Service Office: Ticket Office Machine (1 unit), Card 5 Machine (1 unit).
- (c) Vault Area: Probes (3 units), Garage Computer (1 unit).
- (d) Vehicles and Spares: Driver Control Unit (140 units), Farebox (140 units).
- (e) WLAN: Various access points throughout facility.
- (f) Breeze Vending Machine (BVM): Future installation (3 units).

(2) Fare Products:

- (a) MARTA Breeze Card with CCT Fare Products or stored value
- (b) CCT Magnetic Fare Products
- (c) Partner Ticket Sales.

(3) Fare Sales:

- (a) Customer Service, 431 Commerce Park Drive SE
- (b) Transit Service Kiosk at Marietta Transfer Center
- (c) Re-opening of Transit Service Kiosk at Cumberland Transfer Center (pending)
- (d) Future Installation of Breeze Vending Machines.
- (e) On-line website: gocct.org
- (f) Over the phone by calling customer service at 770-427-4444
- (g) Mail Order

In 2016, CobbLinc will complete an upgrade to the Clever Devices Ivan4 AVL and APC system on 34 fixed route buses; and AVL on 4 supervisor vehicles and 2 service trucks. Digital Recorder AVL and Greyhawk is installed on 29 Paratransit vans. The 35 new 2016 Gillig fixed route buses already have the Clever Devices Ivan4 system installed. The system allows real-time data transfer (every 30 seconds) via cellular network from the vehicles to a hosted server enabling dispatchers and administrators to know where every vehicle is located in real time on monitors at their desks. The Paratransit vehicles download the day's manifest once the operator logs in, and it's maximized for efficiency with regards to travel time and capacity.

The "cobbcounty.org/cct" website provides customers with transit information. A new app "Bus Time" providing real time departure information for all stops in the CobbLinc system and free public on board Wi-Fi will be available as part of the upgraded AVL system.

ADA compliant vehicle announcements are programmed and generated by the AVL system for all stops and are provided in both English and Spanish at major transfer points and stops.

CobbLinc is currently on Google Transit and ATL Transit which enables customers to plan their trips, get an idea of travel time and of associate costs for transit travel regionally.

For additional information please visit [www.cobbcounty.org/cct/](http://www.cobbcounty.org/cct/)

**(E) Atlanta Streetcar**

The Atlanta Streetcar began service with one line in the fall of 2014. The initial line has 12 stops with each stop having a Breeze Vending Machine and 4 stops with Parkeon Cash-Collecting Ticket Vending Machines.

The service has four rail vehicles with two to three operating during revenue service every 10 to 15 minutes. The goal is to expand the service up to 10 miles within the next 5 to 7 years. The Atlanta Streetcar program is currently working with Moovel North America, formerly RideScout and GlobeSherpa, on a Mobile Ticketing Application. Customers will be able to purchase tickets for single-ride; day passes; five, seven or 30-day passes through their phone or tablet. The Atlanta Streetcar Mobile Ticketing Application has recently completed Beta Testing and is awaiting Safety and Security Certification from GDOT. The City of Atlanta and MARTA are working on development of the arrangements for additional AFC activities and Full Breeze integration including Revenue Sharing and transfer capability with other Regional Transit providers.

For additional information please visit <http://streetcar.atlantaga.gov/>.

#### **(F) Atlanta Regional Commission (ARC)**

The Atlanta Regional Commission (ARC) is the regional planning and intergovernmental coordination agency for the Atlanta region. For over 65 years, ARC and its predecessor agencies have helped to focus the region's leadership, attention and resources on key issues of regional consequence. ARC is dedicated to unifying the region's collective resources to prepare the metropolitan area for a prosperous future. It does so through professional planning initiatives, the provision of objective information and the involvement of the community in collaborative partnerships.

The health of the region's transit system is of vital interest to the region's economic growth, environmental stewardship and social needs. As such the Regional Transit Committee serves as the policy sub-committee of the ARC focused on issues of regional transit planning, service coordination, governance and funding. The RTC Board, which includes representation from 18 counties, the City of Atlanta, Metro Atlanta Mayors Association, MARTA, GRTA and GDOT, has identified mobile ticketing as a regional priority for implementation.

For additional information please visit:

<http://www.atlantaregional.com/transportation/overview>, and <http://atltransit.org>.

## **2. PROJECT BACKGROUND, GOALS & OBJECTIVES**

MARTA performed a survey of riders in November 2013 regarding use of smart devices and mobile applications. The survey results indicated that over 68% of customer had smart phones devices. The survey also asked specific question to survey participants on the use of a mobile application for paying fares. Over 50% of the participants indicated that they would utilize smart devices to pay fares if they had the capability of doing so.

The Contractor is advised that MARTA is seeking to achieve, the major functionalities, goals and benefits that consist of, but are not be limited to, the following:

- (A)** The main objective of this project is to create a secure regional account based Mobile Ticketing System (“MTS”, “MTS system”, MTS System or “MTS solution”) for MARTA and its regional partners (GRTA, Cobb County Transit, Gwinnett County Transit and City of Atlanta) that improves customer experience by providing a secure, quick and easy way to purchase and use tickets and passes, which includes, without limitation, the MTS App (hereinafter defined), MTS Clearinghouse (hereinafter defined), and MTS Back-office (hereinafter defined).

- (B)** Allow the patrons to easily, quickly and securely purchase fare products (e.g. single ride ticket, round trip ticket, all pass products, etc.) by utilizing customer owned smart devices prior to boarding to reduce boarding time and therefore reduce dwell time and improve on-time performance.
- (C)** Allow the patrons to use the smart device (phone, tablets, etc.) as a fare medium to pay for the fares utilizing bar codes that allow electronic verification/validation.
- (D)** Use new technologies and concepts that allow the regional agencies to first, operate the transit systems more efficiently, and second, help them to be one of the most technologically advanced transit agencies in the world.
- (E)** Allow the patrons access to all the transactions from the comfort of their home or office without having to visit MARTA stations or ride-stores to purchase fares.
- (F)** Allow the patrons to auto-replenish the fare products based on replenishment criterion set by the patron.
- (G)** Allow the patron to use automated inter-agency and intra-agency eTransfers per the transfer configuration rules setup by the agency in the MTS.
- (H)** Enhance customer convenience and utility for all categories of customers, including both discretionary and day-to-day customers.
- (I)** Providing customer loyalty rewards capability, including but not limited to earning rides, advertising and couponing based on the data tracked by the MTS.
- (J)** Provide MARTA the ability to collect data to improve fare management, service planning, and directed marketing efforts.
- (K)** Create a secure validation system to prevent fare evasion for both visual and electronic ticket validation on the transit system.
- (L)** Strengthening security of fare revenue.
- (M)** Eliminate the need of purchasing more expensive equipment (i.e. TVMs) and procuring fare media inventory (i.e. smart cards).
- (N)** Reduce Maintenance and cash collection costs.
- (O)** Reduce calls to the customer service center by allowing self-service options to the riding public.
- (P)** Increasing convenience, improve customer experience and potentially attract more choice riders due to the convenience and hi-tech factor.
- (Q)** Minimize costs for all implementation phases.
- (R)** MARTA currently supports Georgia Regional Transportation Authority (GRTA), Cobb Community Transit (CCT), Gwinnett County Transit (GCT) and City of Atlanta with regard to their Fare Collection

System needs and intends to procure a solution that will be integrated with and support current and future regional partners.

- (S) It will also be MARTA's goal to integrate the functionality brought forward by the MTS with the existing "On the Go" and "See it Say it" applications, and any other future transit related app in the entire region. This will serve to provide a single solution to the riding public by enabling them to use only one application to purchase fares, ride the system, do electronic transfers, plan intermodal trips, check real time arrival times and report any suspicious activities for all the transit systems in the Region.

**3. ESTIMATED QUANTITIES FOR FULL IMPLEMENTATION**

Once the Contract is awarded, the successful Contractor will expand the MTS to cover the regional transportation network to include, without limitation, the following:

**(A) MARTA**

- (1) 38 Rail stations, approx. 640 Fare Gates.
- (2) Approx. 565 Fixed Route vehicles
- (3) Approx. 210 Paratransit vehicles

**(B) GRTA**

- (1) 166 Fixed Route vehicles

**(C) GCT**

- (1) 71 Fixed Route vehicles
- (2) 10 Paratransit vehicles

**(D) CCT**

- (1) 84 Fixed Route vehicles
- (2) 29 Paratransit vehicles

**4. PROJECT IMPLEMENTATION PHASES**

[REDACTED]

[REDACTED]

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**5. GENERAL REQUIREMENTS**

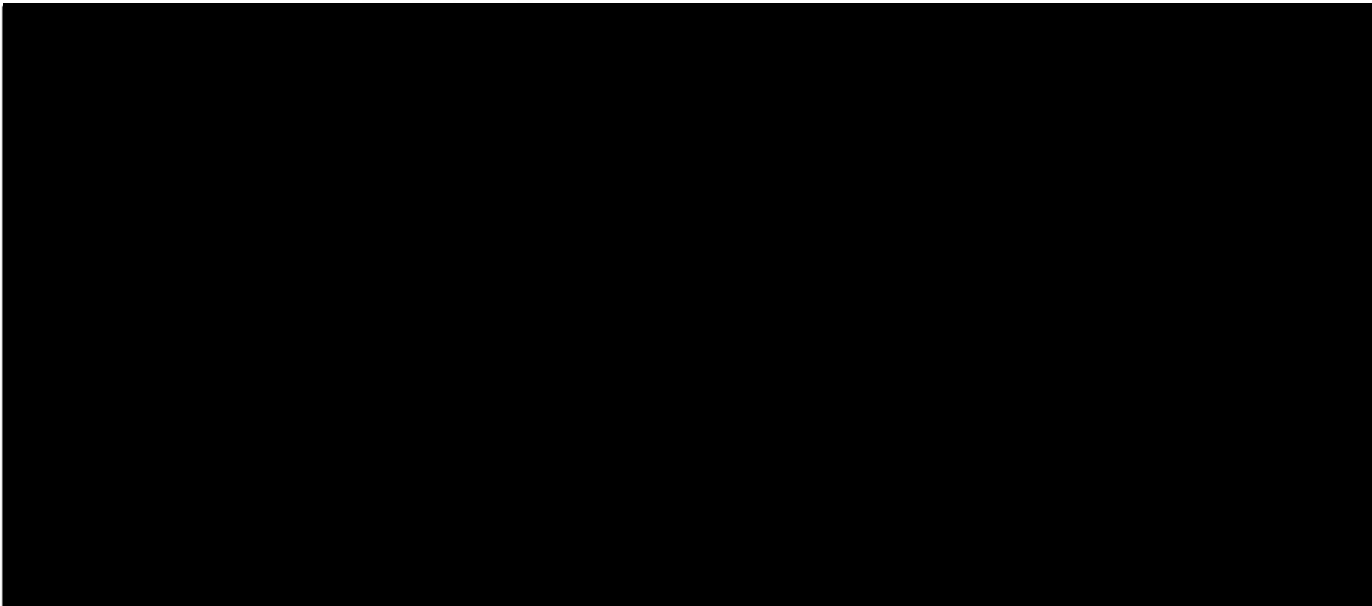
- (A) The Contractor agrees that it is delivering a turnkey MTS project to MARTA and the Scope of Services includes any software, hardware, unlimited licensing and usage of the MTS system, MTS system design, implementation, configuration, installation, integration, commissioning, training, documentation, technical support, maintenance and a warranty for MARTA’s benefit of a fully functional, tested, approved and accepted MTS System.
- (B) The MTS shall be based on the latest available technology platforms.
- (C) The MTS must be flexible and easily scalable to support growth based on customer adoption.
- (D) Open standards-based MTS systems is required.
- (E) The MTS **must** quickly and efficiently process all transactions and shall have the following minimum capabilities:

[REDACTED]

- (F) All of the MTS Graphic User Interfaces shall be customized to meet MARTA’s brand guide (e.g., trademarks, color scheme) and be approved by MARTA.
- (G) The MTS shall be a multimodal regional solution ready to handle multiple transit agencies and multiple type of services (i.e., train, tram, streetcar, bus fixed route, para-transit, flex, etc.). The MTS **must** allow for the addition/removal of other transit agencies at no added cost to MARTA. Additionally, the MTS **must** allow for the addition/removal of services and configuring/re-configuring of MARTA and its regional partner’s fares and business rules at no added cost to MARTA.

- (H) **Clearinghouse:** The MTS Clearinghouse must allow MARTA to reconcile, consolidate and settle all daily financial transactions processed through the Mobile Ticketing System. [REDACTED]

[REDACTED]



(2) The MTS Clearinghouse must accommodate the different fare tables, policies and business rules of MARTA and each Regional Transit Partner.

(3) [Redacted]

(I) The MTS shall provide different means of payment (i.e. Credit/Debit, checking/saving bank accounts, and digital wallets). The MTS shall allow the customers to securely register their credit/debit cards and checking/saving bank accounts, etc.

(J) The MTS must accommodate customers with no credit cards by offering easy and accessible alternative ways of payment like prepaid debit cards, Apple Pay, Google Wallet, PayPal and Contractor will consider adding other digital wallets when they become available.

(K) The MTS shall allow MARTA to implement Customer Loyalty Programs based on MARTA's and Regional Partners' Business Rules.

(L) The MTS shall allow companies to issue and manage transit benefits to their employees and employees to use those benefits to use the transit system.

(M) [Redacted]

(N) [Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- (O) The MTS shall support the prevalent versions, as dictated by MARTA, of at least the following operating systems: iOS (Apple), Android (Google).
- (P) The MTS, and therefore all front office system components such as smart device validator, mobile app, and website, shall be ADA Compliant including audible instructions, announcements or notifications to aid visually impaired customer through purchase, activation and the SDV (hereinafter defined) validation process.
- (Q) The MTS shall support different types of fares (distance based, time based as peak/off-peak, zone based, flat rate, passes, special passes as family or visitor passes, multi-trip, tap-on or check-in/check-out, special events, parking, etc.) and different type of rider profiles (reduced fare, full fare, student, employee, senior, children, paratransit, etc.). The MTS shall also support bundled products (i.e., "special event + parking", "2-Ride + 10-hour parking", "1-Day + Aquarium ticket", etc.). MTS shall comply with MARTA's fare policy and fare structure and shall remain compliant during the term of the Contract at no additional cost. The different types of profiles must be easily distinguishable to MARTA's staff (i.e., by using different background screen colors, picture of the registered customers, etc.). [REDACTED]
- (R) The MTS shall include the ability to establish recurring fare product purchases (auto-loads) based on time or thresholds established.

(S) Perform within the varying on-board environmental and lighting conditions experienced on transit vehicles and at stations subject to adequate cellular service reception.

(T) [REDACTED]

(U) [REDACTED]

(V) The MTS system **must** provide the customer with the ability to access to the MARTA approved FAQs and Terms and Conditions at least via the application and the customer website. Contractor shall develop the FAQs and Terms and Conditions in conjunction with MARTA prior to MTS launch.

(W) Consistent with 5(F) above, the MTS will be branded by MARTA and its Regional Partners.

(X) The MTS shall be designed and installed to comply with all applicable local, state and national design codes, ordinances, and standards, including Payment Card Industry Data Security Standards (“PCI DSS”), American Public Transportation Association’s standards, FTA National ITS Architecture Policy on Transit Projects and federal rules and regulations existing at the time of procurement and the contract execution date. The Contractor shall be responsible for identifying all local, state, and national design codes, ordinances, statutes, standards, and federal rules and regulations applicable to the fare-collection system at the time of contract award.

(Y) The MTS system availability, accuracy, reliability and maintainability shall meet, at a minimum, the following criteria:

- (1) The MTS, and therefore its components and data, [REDACTED].  
[REDACTED]


(2) Reliability

- (a) Mean Cycles Between Failures (MCBF) for each system component shall be calculated by adding the total transactions for system components of the same type installed under this agreement and specifications for revenue service and dividing this total by the number of failures of system components of that same type installed under this agreement and specifications. Component failure to be defined during the design phase and prior to any onsite installation occurs.
- (b) Back-office: 200 MDBF (“Mean Days Between Failures”) Back-office failure to be defined during the design phase and prior to any onsite installation occurs.
- (c) SDV: 50,000 MCBF

(3) Maintainability

- (a) Maximum consideration to maintenance, troubleshooting, component removal, repair and replacement, and inspection shall be given in the design of all system components. The objective of the Contractor's maintenance program shall be to minimize maintenance labor and materials costs and fare collection system components downtime.
- (b) Contractor shall provide repair service on all MTS items. The Contractor shall be responsible for field diagnosis, removal and replacement of one or more defective assemblies (go no-go indicator, fare media reader/scanner, electronic board, etc.) to put an MTS system component back into operating condition. Bench or shop repair of the defective system component shall not be included in mean time to repair.
- (c) Contractor shall provide the necessary personnel, support equipment, tools, and materials to repair any MTS system component in the field. The Contractor shall demonstrate that a mean time to repair not exceeding 10 minutes, at the site, is achievable for any failure of the system component. The time to restore to service shall be measured from the moment the service door is opened to the moment the system component has been tested and verified as fully functional and has been restored to revenue service. The time to restore to service shall be measured as the total elapsed time including troubleshooting and replacement or repair, using the diagnostics, special tools, and procedures provided by the Contractor under this procurement.

**6. PAYMENT CARD INDUSTRY (PCI) COMPLIANCE**

- (A) All applications and communications and computer systems comprising the entire MTS shall be in full compliance with the then most current Payment Card Industry (PCI) and TR39 standards ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)).
- (B) The MTS must be PCI certified prior to being made available for public use.
- (C) 

(D) As part of the implementation of the MTS, the Contractor is required to be compliant with PCI standards. At no additional cost to the Authority, Contractor shall remain compliant with all PCI standards (as the same may change from time to time) throughout the term of this Contract.

(E) [REDACTED]

**7. ADDITIONAL NEW GENERATION TECHNOLOGIES**

One of the main goals of this Contract is to utilize “forward looking” technologies that will help MARTA and its regional partners to improve customer experience while at the same time reduce the costs to operate and maintain the Automated Fare Collection System.

Contractor agrees to support MARTA in the exploration of the potential role of emerging technologies as they relate to the MTS. Contractor shall be entitled to an equitable adjustment for reasonable costs associated with any new technology implementation.

**8. MOBILE TICKETING SYSTEM REQUIREMENTS**

**(A) Mobile Ticketing Customer Application**

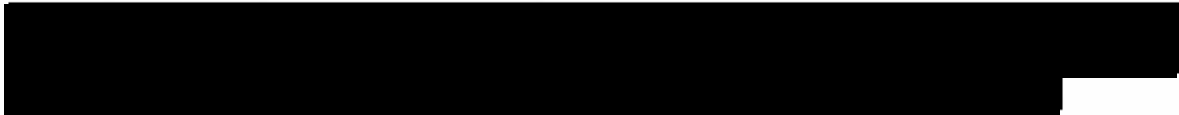
The MTS must have a mobile ticketing application for use on smart devices by the general public (“**MTS App**”). The MTS App shall meet the following minimum requirements:

(1) Fare Products / Purchase / Activation / Validation

- (a) Provide an easy, quick and secure way to purchase, reload, issue, activate and validate all of MARTA’s current (and future) fare products (e.g., one-way/round trip pass, daily pass, multiple day/monthly pass, special event pass, transfers within MARTA’s system, transfers between MARTA’s system and the Regional Partner’s systems).
- (b) Allow customer to easily (or automatically) activate fare products within the MTS given certain parameters defined by and configurable by MARTA (which are subject to change from time to time).
- (c) Customer must be able to purchase multiple fare products in advance, store the same on their smart devices and be easily able to select and identify which fare product to use.
- (d) Allow the customer to purchase and use fare product for another individual/account (i.e., Parent purchase for children, etc.).
- (e) Allow the customer to use coupons and redeem loyalty program points.
- (f) Support the sale of transit and non-transit products/fare product from MARTA and other transit and non-transit partners, including joint transit/non-transit fare product (i.e., 1 Day Pass + Zoo Ticket).

(g) [REDACTED]





(2) Customer Interface

- (a) Minimum customer interaction with the MTS App shall be required to access the fare product on the customer's smart device and present it for validation.
- (b) Functionality must be available in the MTS App that prevents a customer from accidentally or inadvertently purchasing a fare product.
- (c) Support at least seven (7) languages (i.e., English, Spanish, French, Japanese, Chinese, Korean and German).
- (d) The MTS App's text and graphics must be easily and quickly modified, replaced or amended solely by MARTA (i.e., without Contractor required intervention) at any time with the exception of embedded content (which shall not be Contractor brand specific).
- (e) The MTS App must have a dedicated frame where MARTA may display messages on a static or dynamic basis. The frame must be easily and quickly modified, replaced or amended solely by MARTA (i.e., without Contractor required intervention) at any time. Also, the MTS App should have option to add a MARTA licensed Chatbot SDK to provide better customer support to the users. MARTA and regional partners are responsible for populating, managing and operating the ChatBot.
- (f) The MTS App must be ADA compliant and provide mobile accessibility to aid people with disabilities including visually impaired customers, with low vision, without hearing, without color perception, with limited manual dexterity, without speech, etc. The MTS App must utilize the assistive technology offered by mobile operating systems.

(3) Payment

- (a) The MTS App should allow for a wide variety of payment methods, including but not limited to credit, debit, prepaid cards, bank accounts, PayPal, Apple Pay, Google Wallet and digital wallets, pre-tax transit benefits. MTS App must initially accept credit cards, debit cards and bank accounts at a minimum.
- (b) The MTS App must be able to process promotion/coupon codes, allowing customer to obtain a discount or special fare product offer by inputting the code at the point of purchase.
- (c) The MTS App shall utilize best industry practices to minimize financial transactions costs (i.e., aggregation of small ticket transactions), protect customer's financial data and financial data of MARTA and participating Regional Partners.
- (d) The MTS App shall be able to issue electronic receipts via electronic mail, within the app directly, with an option for text messages for each purchase.

(4) Functionality

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(e) Integrate the functionality brought forward by the MTS App with MARTA's very popular "On the Go" mobile application, "See it Say it" mobile application and any other regional transit related mobile application (approved in advance by MARTA) through a deep linked connection. The MTS App should serve as the primary source for MARTA services with quick access to other MARTA provided apps enabling customers to:

- (i) Individually record each segment of a customer's trip.
- (ii) Purchase/reload/validate fare products, ride all transit systems within the region, perform electronic transfers, etc. throughout the Metropolitan Atlanta region.
- (iii) Plan regional trips, check schedules and real-time arrival/departure times, display maps, check service and emergency alters or other service related information and receive customize messages from MARTA.
- (iv) Report any suspicious activities with similar functionality, at a minimum, as MARTA's current 'See and Say' application.

(f) [REDACTED]

(g) [REDACTED]

(h) The MTS App must accept upgrades reasonably made by MARTA (or a third party vendor working on behalf of MARTA) without requiring replacement or modification of the MTS App.

(5) Installation and Updates

(a) Easy for the riders to download and install (i.e., one-touch) and available in Google Play, Apple App Store and such other future electronic store(s) requested by MARTA.

- (b) The MTS App must enable the regular release of application updates without having an impact on the customers' stored fare products or data.
- (c) The MTS App must be updated to be operational under any new operating system or any new other third party software released during the Terms of the Contract.

(6) Other Requirements

- (a) The MTS App shall run on the prevalent supported versions (i.e., the versions supported by the operating systems company) of at least the following operating systems: iOS (Apple), Android (Google).
- (b) Contractor must adhere to the best practices and standards in the transit technology industry in the design, development, implementation, operation, maintenance, repair and updating of the MTS App and MTS.
- (c) The selected Contractor shall be responsible for providing updates and upgrades to the MTS as new updates to the various smart devices (i.e., smartphones or other smart devices used by customers) operating systems are released or as smart device hardware is changed to ensure proper functionality and backward compatibility.

**(B) Mobile Ticketing Validation System (Software and Hardware)**

(1) General Requirements

- (a) Contractor shall provide Smart Device Validators ("SDV") to electronically activate/validate/verify mobile fare products and transfers through the customer's smart devices at the rail stations and on buses (i.e., mobility and standard buses).
- (b) The SDV should have a wide variety of security features, which are approved in advance by MARTA, to prevent electronic validation of expired or fraudulently acquired fare products.

(c) [REDACTED]

(d) The electronic validation performed by the SDV shall be fast and easy to navigate for customer.

[REDACTED]

(e) [REDACTED]

- (f) The SDV must be ADA compliant. Consistent with the proof of concept proposal, whenever a customer's smart device is presented to an SDV, audible feedback for positive and negative validation will be generated. Additionally, the Contractor shall ensure that all Federal, State and local laws and requirements are being met relating to height, visibility, colors, screen readability, audio and visual parameters as necessary.
- (g) The SDV **must** feature the following user interfaces:
  - (i) Go/no-go light and audio indicators;
  - (ii) Liquid crystal display as a user interface. Instructions to customers will be given through this interface. Instructions must be easy to read and comprehend;
  - (iii) Ability to electronically validate the customer's electronic fare product at MARTA's rail station when fare gates are held in the 'open' position during special events or other designated time periods; and
  - (iv) Audio feedback for handicapped customer.
- (h) Contractor must provide SDV equipment specially designed for MARTA's unique transit environment.
- (i) All equipment provided by Contractor shall be new and designed to operate effectively under the environmental conditions in the greater Atlanta area, and to withstand the vibration and shock forces associated with transit vehicles.
- (j) [REDACTED]
- (k) The SDV shall accept upgrades reasonably made by MARTA (or a third party vendor working on behalf of MARTA) from the MTS without requiring replacement or modification of the SDV hardware.
- (l) The SDV shall provide network connectivity. As a minimum Ethernet interface will be required. The Ethernet interface must be compatible with Gigabit electrical specifications and must support DHCP and Static IP address configuration.

(2) Installation, Communication and Integration with Existing Equipment

- (a) [REDACTED]
- (b) At MARTA's rail stations:
  - (i) The Smart Device Validator (SDV) shall be integrated with the MARTA's rail station fare gates ("Fare Gate(s)") to validate fares and open the fare gate to provide entry to the paid area in a rail station when a valid fare product on a mobile device is presented at the SDV. [REDACTED]

[REDACTED]

- a. Open Door: This command will be sent to the Fare Gate whenever a valid fare product is presented at the SDV.
- b. Not Valid Product: This command will be sent to the Fare Gate whenever a NOT valid fare product is presented at the SDV. A code identifying the reason of the failure will be attached to this command.

(ii) [REDACTED]

(iii) [REDACTED]

(iv) The width of the SDV shall not be more than the width of the Fare Gate cabinet and shall not be installed in the aisle to ensure that the same aisle width is maintained after installation.

(c) On MARTA's revenue vehicles:

- (i) To the extent supported by the MDT provider's standard interfaces, the contractor is required by MARTA to integrate a new SDV with the existing Mobile Data Terminal ("MDT") in order to allow the operator to:
  - a. View the SDV's status, alarms, validation results, etc.
  - b. View the validations error codes and descriptions (same as displayed on the SDV).
  - c. Send commands to the SDV (reboot, out of service, in service, etc.)

(ii) [REDACTED]

(iii) Contractor is urged to include creative alternatives to the integration with the existing MDTs as long as the solution minimizes the need of new equipment while still offering the required

functionality for the bus operator to command and monitor the SDV. Any such alternatives must be approved in writing and in advance by MARTA.

[REDACTED]

(d) Contractor shall provide all installation labor and materials at its sole cost and expense, except as otherwise set forth in the Contract.

(e) [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

(f) Contractor shall integrate with MARTA's existing Fare Gates, MDTs, mobile access routers, and network equipment. Contractor is solely responsible (except as specifically set forth in the Contract) for all costs associated with this integration, including costs from third parties whose equipment or systems are being interfaced with. To the extent reasonably possible, the Contractor manage the relationship with the existing equipment vendor in order to facilitate this integration. **The interfaces and documentation relating to the Fare Gates will be provided by MARTA to the Contractor.**

(g) Contractor will have to work with existing Contractors to identify the best way to integrate both systems to make mobile fare payment, validation and related functions of the MTS seamless for MARTA's customer. The integration design will have to be approved, in advance and in writing, by MARTA.

**(C) Customer Website**

As part of the MTS, the Contractor shall provide to MARTA, an Authority branded secure website with comprehensive tools to enable customers to perform a variety of functions, including registration, account look-up, ticket purchases / reloads, manage auto loads (based on time or thresholds), move mobile fare product from/to the smart device and the cloud (customer account), bank card/account registration, view transactions, view purchased fare product , check Loyalty Program status, redeem points, etc. Customers will also be able to receive automatic updates (account status change, executed auto load, purchase confirmation, rider alerts, transit related news, etc.) from the MTS by email and in-app.

**(D) Mobile Ticketing Back-Office (Management, Reporting, Customer Service)**

(1) Account Processing and Management

This section specifies the requirements in terms of account processing and management for the MTS Back-Office (MTSBO) to be furnished under this Contract. All fare collection equipment and smart devices from customers shall communicate with the MTSBO and transfer all stored data, equipment parameters, configuration data and equipment commands.

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) The MTS shall support different types of fares (distance based, time based as peak/off-peak, zone based, flat rate, passes, special passes as family or visitor passes, multi-trip, tap-on or check-in/check-out, special events, parking, etc.) and different type of rider profiles (reduced fare, full fare, student, employee, senior, children, paratransit, etc.). The MTS shall also support bundled products (i.e., "special event + parking", "2-Ride + 10-hour parking", "1-Day + Aquarium ticket", etc.). MTS shall comply with MARTA's fare policy and fare structure and shall remain compliant during the term of the Contract at no additional cost. The different types of profiles must be easily distinguishable to MARTA's staff (i.e., by using different background screen colors, picture of the registered customers, etc.).

(d) The MTS shall support intra-agency and inter-agency transfers and upcharges. Contractor's back office management tool for the Mobile Ticketing System must allow MARTA to easily create, remove, modify and configure MARTA's and the Regional Partners' transfers and upcharges. MARTA shall have total control of the MTS Back Office where MARTA will have to approve all the



changes done by regional partners in terms of business rules and fare product price changes if any.

(e) Administration, management and configuration of fare products, transfer rules, customer profiles and transit agencies comprising the Regional Transit System. [REDACTED]

[REDACTED]

[REDACTED]

(h) The back office management tool shall allow MARTA's marketing team to be able to manage the promotion codes / coupons through the management tool, including creation and logic selection.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(n) It shall allow the MARTA to manage the reasonable customer loyalty rewards program, including but not limited to earning rides, advertising and couponing.

(3) Customer Service Tools (CST)

As part of the MTS, the Contractor shall provide comprehensive tools to enable the MARTA customer service and sales representatives to address customer requests (load/reload), concerns and issues related to their mobile fare product /passes, app on their smart device and accounts.

The CST tool will support call center and transit store operations and provide the primary interface for customer service staff to access the CRM database and supporting systems.

The Customer Service Tools shall be web based, designed to be flexible, customer friendly, and permit access to all functions and features through a Graphical User Interface (GUI) based on customer identification and authentication settings. These tools will be only available for use by the MARTA employees.

Below are the minimum capabilities that the CST shall include:

- (a) Perform all functions outlined in section "CUSTOMER WEBSITE".
  - (b) Create, register, view, and modify customer accounts.
  - (c) Interface with the current eligibility requirement and classification system to pick up the eligible riders' information for authentication with the MTS back-office.
  - (d) Search and access to customer accounts
  - (e) Addition and modification of payment data associated with a customer account.
  - (f) Research account history (purchase of fare products, usage of fare product etc.).
  - (g) View/edit all customer records and transactions. Cradle-to-grave tracking of customer service incidents.
  - (h) Add, edit and look up issues/incidents.
  - (i) Reserved.
  - (j) Delete and refund customers fare product. The system shall provide a supervisory authorization process for refund processing.
  - (k) Configure login and password information. Reset customer application pin/password.
  - (l) Push fare product out to a customer's phone.
  - (m) Clearly see the status of a purchased ticket, including but not limited to: activated/not activated, activation date, expiry, and number of fare product used in a bulk purchase.
  - (n) Re-issue purchased fare products, etc.
  - (o) Check Customer Loyalty Program status.
  - (p) Suspend (hotlist) a customer account should notification be received of the handset being lost or stolen, or reactivate the account in case it is a false alarm.
  - (q) Account restitution in case the smart device is reported as lost or stolen.
- (4) Reports

At a minimum Contractor will have to provide the following information on the following areas to help the MARTA manage and improve service planning and operation of the transit system:

- (a) Sales and Revenue

- (i) Sales and financial reports that itemize for each transaction the following: payment method, value, payment type (credit card, debit card, ACH Account, PayPal account, etc.), ticket type, passenger type, location (Geo-analytics) and other necessary information.

(b) Ridership

- (i) Usage reports that provide information on all electronic scans of fare product at fixed scanners (stations) such as those planned for buses.
- (ii) Ridership by location (routes, lines, stations, bus stops, GPS position, etc.).

(c) Usage

- (i) Detailed analysis into mobile-specific data, such as the customer's technology profile (e.g. device, operating system, network, etc.), locations of use of the application and the functionality used by customers.

(d) Security and Fraud Analysis Audit

- (i) Detailed analysis on breach of security and potential attempts of fraud or fare evasion.
- (ii) Account hot listing.

Contractor shall provide a reporting tool with a configurable dashboard and KPIs with import capabilities.

Contractor will provide MARTA with 10 customized reports each year at no additional charge throughout the term of the Contract. These reports will be designed by the MARTA and the Contractor during the first sixty (60) days after the Effective Date.

It is MARTA's goal to develop internally a set of reports to consolidate data from the current AFC System and the new MTS in order to have consolidated data in terms of ridership, revenue, etc. In order to help MARTA to accomplish this goal, Contractor shall:

- (a) Provide the Authority with technical support
- (b) Provide the Authority with all required documentation
- (c) Provide a reporting tool (and any required type of license) that will allow the Authority to create customized reports.
- (d) Provide the Authority with training on how to develop customized reports.
- (e) Provide the Authority with source code of the canned reports provided with the MTS as needed by MARTA.

(5) Payment Processor

- (a) Contractor shall interface with MARTA's existing payment/processor (i.e., Bank of America Merchant Services) to securely collect, process, and settle all purchase transactions in accordance with all applicable financial industry standards. The Contractor is responsible for the development, testing and certification of the interface to MARTA's existing payment/processor.
  - (b) It would be preferred by the Authority to utilize MARTA's existing processor, but the system should have the flexibility of accommodating additional processors.
  - (c) Final decision on the selection and usage of service provider shall be made at the sole discretion MARTA.
  - (d) The parties acknowledge that MARTA will not pay any third-party payment processing fees incurred by Contractor other than those charged by MARTA's existing payment processor, if any.
- (6) Back-Office Equipment
- (a) The back-office equipment such as, servers, will be hosted on cloud by vendors. Contractor shall provide detailed descriptions of the hosted back-office equipment and configuration.
  - (b) The MTS system must be redundant and stored in at least two separate data centers and provide a complete failover from one site to another.
  - (c) Contractor must provide performance assessment and status of the MTS back office system, including but not limited to, the server, CPU, memory, storage, back up, SAN Disks, security scans, compliance, and reported to MARTA, in writing, on a quarterly basis.

## **9. DESIGN PROCESS AND REVIEWS**

The Authority shall monitor the Contractor's efforts to determine the degree to which the objectives of this RFP are being achieved through the use of design reviews. Design reviews shall be conducted jointly by Authority and the Contractor project teams, and coordinated by Authority's Program Director. In all cases, acceptance or concurrence of design by the Authority shall not constitute relief from contractual obligations. Prior to each review, Contractor shall submit a documentation package that includes items required for the review. Minutes of the review meetings shall be distributed by the Contractor.

These reviews shall be conducted to evaluate the progress and technical adequacy of the design and the conformance to the performance requirements of this RFP. The Contractor shall provide the Authority with documentation and notice of design milestones in accordance with the requirements and schedule defined in this RFP. The documentation shall provide the MARTA adequate details to understand and become familiar with the design status existing at the time of the scheduled review. The Contractor shall present a documentation summary and supplementary information during the review such that the design review meetings shall serve as a technical review of Contractor progress toward meeting the requirements of this RFP. At the completion of the review, the status of the review shall be presented in the form of a statement of action items and schedule of accomplishment necessary to obtain Purchaser concurrence with program technical progress.

Documentation for design reviews shall be provided to MARTA at least 30 days prior to the joint review. Submittals must be reviewed and Accepted by MARTA, or specific waivers granted, before continuing to the next stage of the design.

The Contractor shall conduct the following three formal design reviews (as a minimum):

**(A) Conceptual Design Review (CDR):**

- (1) The primary objectives of the CDR shall be to acquaint the MARTA with the Contractor's intended design and procurement activities, resolve external interfaces, and provide the basis for proceeding to PDR.

**(B) Preliminary Design Review (PDR):**

- (1) The PDR shall review the progress and adequacy of the selected design approach and evaluate specification conformance. The PDR shall represent approximately 65 percent completion of the total engineering effort for this procurement.

**(C) Final Design Review (FDR):**

- (1) The FDR shall be conducted when detailed design is complete. The FDR shall determine whether the detailed design shall conform to the design requirements established in this RFP. Data submitted for the PDR shall be updated to a level of detail consistent with the completed design and submitted for the FDR.

All designs, configuration, customizations, installations and otherwise any requirements for this project, shall be approved by MARTA.

**10. QUALITY ASSURANCE, INSPECTION AND TESTING**

- (a) Contractor shall set forth quality assurance (QA) and control procedures in a quality assurance and control plan.
- (b) Contractor shall submit the quality assurance and control plan to MARTA for approval.
- (c) The quality assurance and control plan will include written descriptions of quality assurance and control policies, procedures, methods, and instructions, including the process and procedures that the Contractor will follow to ensure that control and detailed documentation is maintained throughout software development, equipment manufacture and configuration changes.
- (d) The Contractor shall plan, perform, and document all tests required to prove their design, functionality and security of the MTS, including all elements, subsystems, interfaces and the system as a whole to ensure that the requirements identified in the Scope of Work are fulfilled.
- (e) The Contractor shall develop and submit for approval a comprehensive inspection and testing plan, including test procedures and test reports, to demonstrate successful integration of all MTS equipment, software, interfaces, and data reporting provided under this Contract. The inspection and testing plan will include a detailed schedule indicating the sequence of each test and where and when each test will take place.
- (f) Contractor shall be responsible for managing all testing and producing test reports.
- (g) MARTA may at any time:

(1) Monitor and/or participate in any test performed by Contractor.

(2) Allow the Contractor to perform any test without MARTA oversight.

(3) Review all test procedures and results.

(h) The MTS shall provide non-production (e.g., test, development) environment(s) that can be utilized by MARTA without requiring the Contractor intervention for performing and testing common changes (e.g., pricing, new fare products, fare increase, etc.) that may be changed or configured by MARTA.

(i) The Contractor is responsible for procuring all specialized programming hardware and software needed for developing and testing the components being supplied.

(j) At a minimum, the Contractor shall perform the following tests in the sequence as stated below and shall not progress to the next testing step until results of testing have been accepted and approved by MARTA:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) Production Inspection & Testing (PIT)

(i) Prior to shipment, all system components must be inspected and tested by Contractor to verify that each unit is produced to at least the same quality level as the unit presented for the FACI and FAT.

(ii) MARTA may choose to observe, participate in, conduct, or repeat testing on any item to confirm the validity of the Contractor's test procedures and results.

[REDACTED]

[REDACTED]

[Redacted]

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**11. INSTALLATION**

The Contractor shall be solely responsible for installation of the fare collection equipment (i.e., MTS reader) as described in these specifications.

The Contractor shall inspect each installation during installation work in accordance with the requirements of these specifications. All installation work shall be subject to the MARTA's review, inspection, and approval.

The Contractor shall be responsible for installing all of the Specified equipment, hardware, software, and related items as required to establish a fully functional system that is fully integrated with the Vendor provided and hosted back-office.

The Contractor shall perform all work in accordance with MARTA's safety protocol requirements.

The Contractor shall store equipment delivered to the project area. The Contractor shall be responsible for protecting the equipment from all forms of transportation, handling, theft, and environmental damage related to storage operations. The Vendor shall remain responsible for the equipment until final acceptance

by the MARTA. The Contractor's storage facility shall provide the adequate environmental, security, and handling protection.

The Contractor shall submit for the MARTA review and acceptance, preliminary drawings with equipment installation details. Once the installation is complete, the Contractor shall provide as-built installation drawings.

**(a) Site Inspection**

The Contractor shall inspect each installation site before performing equipment installation using an inspection checklist reviewed and accepted by the MARTA.

The Contractor's site inspection shall verify that all civil, mechanical, electrical, and general conditions required to install the equipment in accordance with these specifications have been satisfied.

The Contractor shall identify any equipment installation deficiencies during the inspection and report all deficiencies to the MARTA no later than three days following the inspection.

The Contractor shall submit a written installation readiness certification of the site to the MARTA for review a minimum of 30 days prior to equipment installation at each location.

**12. TRAINING**

**(A)** The Contractor shall provide a program to educate, train, and teach personnel in all details of the fare collection equipment and systems to the component level as required allowing MARTA's personnel to operate, service, and maintain the MTS satisfactorily.

**(B)** The Contractor shall submit for MARTA approval a Training Program Plan outlining how it intends to instruct the transit MARTA staff.

**(C)** All training materials, equipment and logistics shall be provided by the Contractor.

**(D)** The Contractor shall include in the proposal how and what type of training will be carried out. A combination of train-the-trainer and training sessions directly to MARTA designated staff will be preferred as well as recorded for future use by MARTA staff.

**(E)** Ongoing periodic and/or refresher training shall be provided throughout the contract term whenever a new feature or system component is incorporated to the system at no additional cost to MARTA.

**(F) Training material:**

(1) The Contractor shall submit to MARTA, instruction guides for each training course. The guides shall at minimum include the following:

- (i) Course agenda and objectives,
- (ii) Resources and facilities required for the course,
- (iii) Detailed lesson plans or outlined presentations and discussion guides,
- (iv) Instructions for using any audiovisual support and equipment,
- (v) Handouts,



- (vi) Computer-based presentations, and
- (vii) How-to-Video

- (2) Electronic copies of the training schedule, course agenda, and resource and facility requirements shall be submitted at the Preliminary Design Review. Final training material shall be submitted ten (10) calendar days before classes are scheduled to begin.
- (3) All training materials provided as final hard copy shall also be submitted in an electronic form as specified by MARTA (e.g., pdf, Word, PowerPoint). A directory of all files on the disk shall be listed in hard copy showing filenames, date, file size, and appropriate annotation to cross-reference the chapter and section.
- (4) The Contractor shall provide updated or new training aids (e.g., DVDs, manuals, media files, etc.) for equipment and software provided to MARTA within 30 calendar days after new software or equipment is installed. MARTA shall receive copies of the updated material for its sole use in MARTA training programs, at no additional cost to MARTA.

**(G) Training schedule:**

- (i) The detailed schedule of training tasks shall be based upon the equipment installation schedule, which shall be established as a dependency in the Contractor's project plan.

**13. DOCUMENTATION**

- (A)** Complete technical and user documentation of all equipment and software applications supplied with the MTS shall be provided to MARTA in an electronic and printed (5 copies) form.
- (B)** The documentation will contain all the text, step-by-step procedures, illustrations, drawings, block diagrams, schematics, parts lists, troubleshooting guides, and repair and replacement procedures to allow MARTA to operate, maintain, diagnose and repair the MTS system.
- (C)** All documentation will be written in clear and concise English, will use English and/or metric units of measurement and will assume the MARTA patrons has no more than a high school education unless otherwise directed by MARTA.
- (D)** Training documentation will be separate from the operation and maintenance manuals, but may reference those manuals.
- (E)** Contractor shall provide updated documentation which matches any software releases and major upgrades to its MTS on an annual basis during the term of the contract at no added cost to MARTA. The documents to be delivered by the Contractor include the following:

(1) Manuals

- (i) User manuals
- (ii) Operation, Administration, Customer service, reporting, repair, maintenance, installation manuals.
- (iii) Training manuals

(2) Plans

- (i) Project Management Plan
- (ii) Master Program Schedule
- (iii) Risk Management Plan
- (iv) System Implementation Plan
- (v) Marketing & Customer Outreach Plan
- (vi) Quality Assurance and Control Plan
- (vii) Inspection and Testing Plan
- (viii) Installation Plan
- (ix) Commissioning, Roll-out a Go-Live Plan
- (x) Acceptance Plan and Compliance Traceability Matrix
- (xi) Training Plan
- (xii) Preventive and Corrective Maintenance Plan.
- (xiii) Warranty and Support Plan
- (xiv) Disaster recovery plan
- (xv) System Security Plan

(3) Design

- (i) Conceptual Review Design (CDR) documentation package, Preliminary Design Review (PDR) documentation package and Final Design Review (FDR) documentation package, including but not limited to the documents specified in the CDRL table.
- (ii) Application Program Interfaces (APIs):
  - a. Interface between Smart Device Validators (fare gates & buses) and Back-office
  - b. Interface between Mobile App and Back-office
  - c. Interface between Customer Website and Back-office
- (iii) As built documentation package
- (iv) Database design and layout. Dictionary and entity relationship diagram.
- (v) Interface Control Documents per each system interface.

(4) Others

- (i) Test results report
- (ii) Test Failure Log & Remediation Report
- (iii) MTS Contract
- (iv) Warranty & Maintenance Information
- (v) PCI standards compliance
- (vi) User Guide (to be published to the customers when the system goes live. Paper and electronic format to be published to the MARTA website)
- (vii) Title VI and Environmental Justice

#### **14. SUPPORT, MAINTENANCE AND WARRANTY**

**(A) MTS Fee for Service Contract:** Throughout the term of the MTS Fee for Service Contract, Contractor agrees to provide each of the following [REDACTED]

(1) Technical Support & Maintenance: The objective of the technical support and maintenance program is for the Contractor to inspect, maintain, repair and replace (as needed) the entire MTS system [REDACTED]

Contractor shall devote its best efforts to the maintenance, troubleshooting, component inspection, repair, removal and replacement of the components of the MTS system. Contractor agrees to provide onsite technical support (and at no additional cost to MARTA) commencing on the Effective Date through the end of the FFS Warranty Period (hereinafter defined). **The Contractor shall be solely responsible for operating, maintaining, repairing and replacing (as needed) the MTS system and all of its components through MARTA's final acceptance of the MTS system at which point the FFS Warranty Period will commence. MARTA Final Acceptance of the MTS system shall occur with the successful completion and acceptance of Phases 1, 2, 3, and 4 as well as delivery of as-built documentation package and software escrow for Phases 1-4.**

Throughout the term of the MTS Fee for Service Contract (as the same may be extended in accordance with the MTS Fee for Service Contract), Contractor is required, at no added cost to MARTA, to (1) provide MARTA with all MTS system software upgrades at no additional charge to MARTA and (2) maintain all MTS system software so that it is able to run under the most updated platforms and operating systems while at the same time, maintaining the software running in previous versions that are widely used by the riding public as reasonably determined by MARTA.

The Contractor shall describe their customer support services organization and provide information about the capabilities they shall maintain throughout the life of the MTS Fee for Service Contract.

(2) FFSC Warranty Period: Contractor agrees to provide a three (3) year software and hardware warranty for the entire MTS system, which shall commence upon MARTA's written final acceptance of the entire MTS system. During the FFSC Warranty Period, Contractor shall maintain the MTS system (i.e., all software and hardware) in accordance with the terms of the MTS Fee for Service Contract including, without limitation, the maintenance standards set forth in Section 14(A)(1) hereinabove.

(3) FFSC Extended Warranty, Maintenance & Technical Support Period: After the expiration of the Contract (and if MARTA elects to exercise its option to extend the term of the MTS Fee for Service Contract), Contractor shall maintain the MTS system hardware and software as well as provide technical support in accordance with the terms of the MTS Fee for Service Contract including, without limitation, as set forth in Section 14(A)(1) and (2).

(4) Recommended Inventory List: One (1) year prior the expiration of the MTS Fee for Service Contract, Contractor shall provide MARTA with a recommended inventory stocking list for the most used replacement/spare parts that Contractor believes MARTA should store on-site. Spare parts and associated equipment shall be readily available for at least ten (10) years from date of MARTA's final acceptance of the MTS system.

Notwithstanding anything to the contrary, the Contractor acknowledge and agrees that Contractor is hosting the MTS System, including, without limitation, all back-office hardware (e.g., servers, and other storage and

communication equipment) and shall be solely responsible for the care, protection and maintenance of such MTS System back-office hardware.

**15. DISASTER RECOVERY**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**16. PROGRAM MANAGEMENT**

(A) The Contractor **must** designate a responsible individual, subject to acceptance by the MARTA, to serve as Program Manager for the entire term of the Contract. This individual shall have prior experience in management of large, integrated system procurements and be familiar with design, subcontractor procurements, test, and inspection of mobile ticketing systems similar to this MTS. The Contractor's Program Manager shall be fluent in the reading and writing of the English language. Purchaser shall have the right to require removal of the Program Manager should he/she be deemed incompetent or

obstructive in carrying out the work. Contractor may, with MARTA's Prior written approval, remove and repair the Program Management.

- (B) This individual shall be granted full authority to render decisions on behalf of the Contractor pertaining to technical and contractual decisions on the Project. The Project Manager shall serve as the Contractor's representative in all meetings with MARTA and/or their duly appointed representatives. No substitution of the Project Manager will be permitted without MARTA's prior written approval.
- (C) Within fourteen (14) days of NTP, the Contractor shall submit a Project Management Plan to MARTA for approval to allow the MARTA monitor the Contractor's effort through all stages of design, startup, implementation and operation. The Project Management Plan shall be updated as necessary (but at least quarterly) to incorporate all implementation and schedule changes. The implementation schedule should conform to the milestone schedule attached hereto as Exhibit A-3 and incorporated herein by this reference.
- (D) The Contractor **must** submit to the MARTA a Monthly Progress Report that covers activities for the previous month. At a minimum, the Monthly Progress Reports shall include:
- (1) An updated Program Schedule highlighting the actual completion dates and start dates for activities completed during the report period, estimated remaining durations for activities in progress, estimated start dates for activities scheduled to start during the six weeks following the report period, changes in the durations of activities and minor logic changes, work-around needed to make up for any projected schedule slippage, and activities not previously included in the Program Schedule.
  - (2) Existing/unresolved or anticipated problems or issues.
  - (3) Updated documents, including status of all deliverables.
  - (4) Updated Submittal List and Schedule, including status of all submittals.
  - (5) Updated action item log showing status of all action items.
  - (6) Updated Correspondence Log (to and from the MARTA and the Contractor) identifying status (Open, Closed, For Information Only - No further action required, etc.).
  - (7) The Contractor shall also provide a narrative listing the work actually completed and reflecting the progress in terms of days ahead of or behind the specified dates for each of the work items, as well as the estimated percent completed.
- (E) Contractor shall maintain a log of all identified action items arising from Design Review Meetings, Design Review Progress Meetings, any other meetings, and through formal correspondence or e-mails. All action items shall have a responsible party assigned. The Contractor shall not assign any action item to the MARTA without the MARTA's knowledge and concurrence.
- (F) Regular communications shall be provided throughout the Contract with the following as minimum requirements:

- (1) Weekly scheduled conference calls with MARTA and support personnel to provide progress, resolve issues, and plan the work effort required.
- (2) Other telephone communications with MARTA can be scheduled within two (2) business days' notice.
- (3) The Contractor shall set up and provide dial in instructions for all such telephone and conference calls.
- (4) Progress meetings at critical stages in the program, to be held in the Atlanta area, including design reviews, on-site testing and other similar events.
- (5) Minutes of meetings shall be produced by the Contractor and submitted to the MARTA's Program Manager within two business days after any meeting. Minutes shall include a written record of activities, the progress report, work performed and milestones achieved, and action items listing showing responsibility and date due.
- (6) As other Transit Agencies are implemented on the MTS, the Contractor shall provide support as needed for the other agencies. However, MARTA will remain as the lead entity representing all the Regional Transit Agencies.

**17. ADDITIONAL RELATED DOCUMENTATION:** The documents listed below are incorporated into this Contract by this reference:

- (a) MARTA Business Rules;
- (b) GCT Business Rules;
- (c) CCT Business Rules;
- (d) GRTA Business Rules;
- (e) Regional Transfer matrix;
- (f) MTS Reports; and
- (g) oMG TR Datasheet.
- (h) CDRL Table (Design Documentation Package)

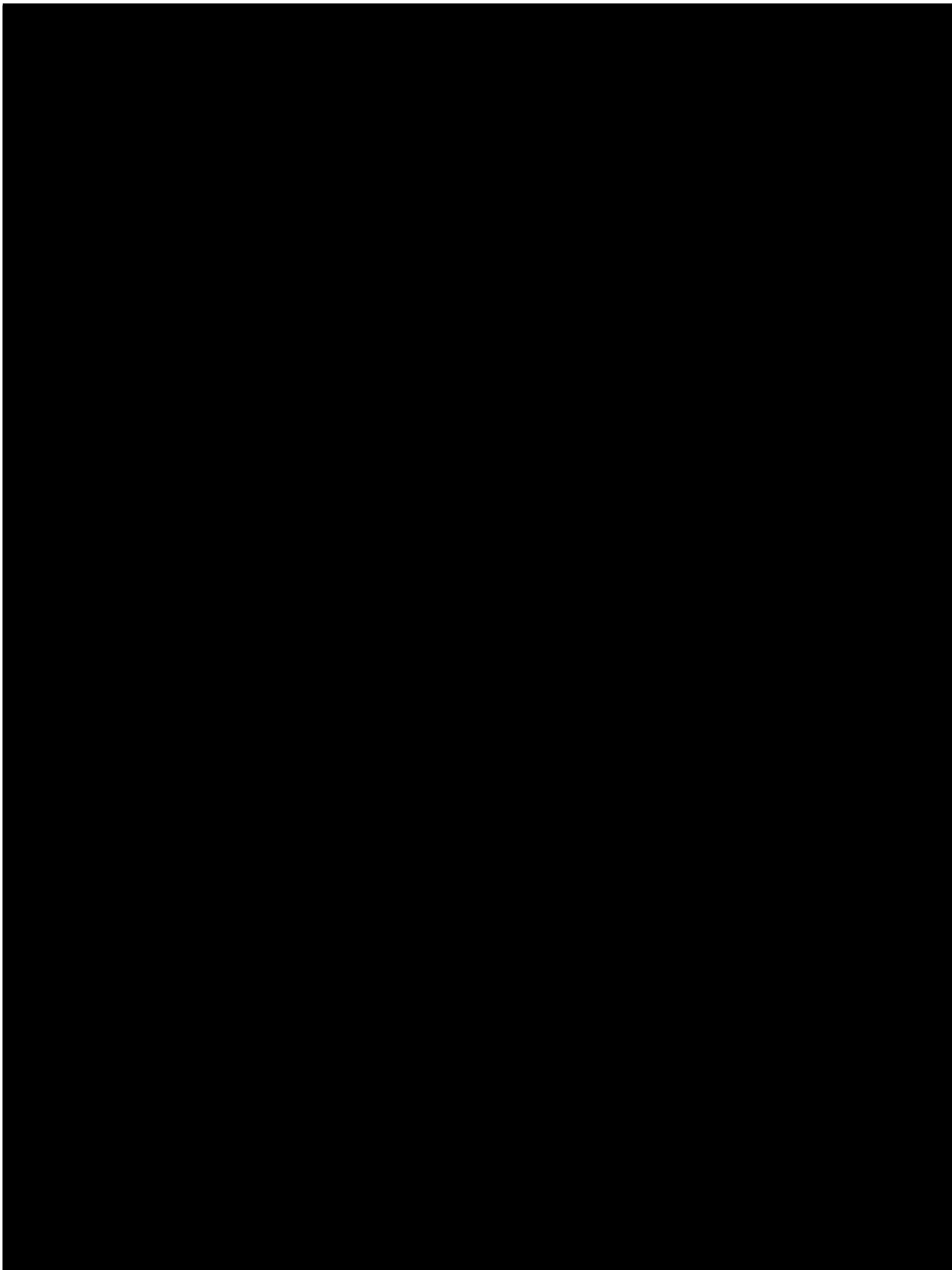
**18. ACRONYMS & ABBREVIATIONS USED IN THIS SCOPE OF WORK:**

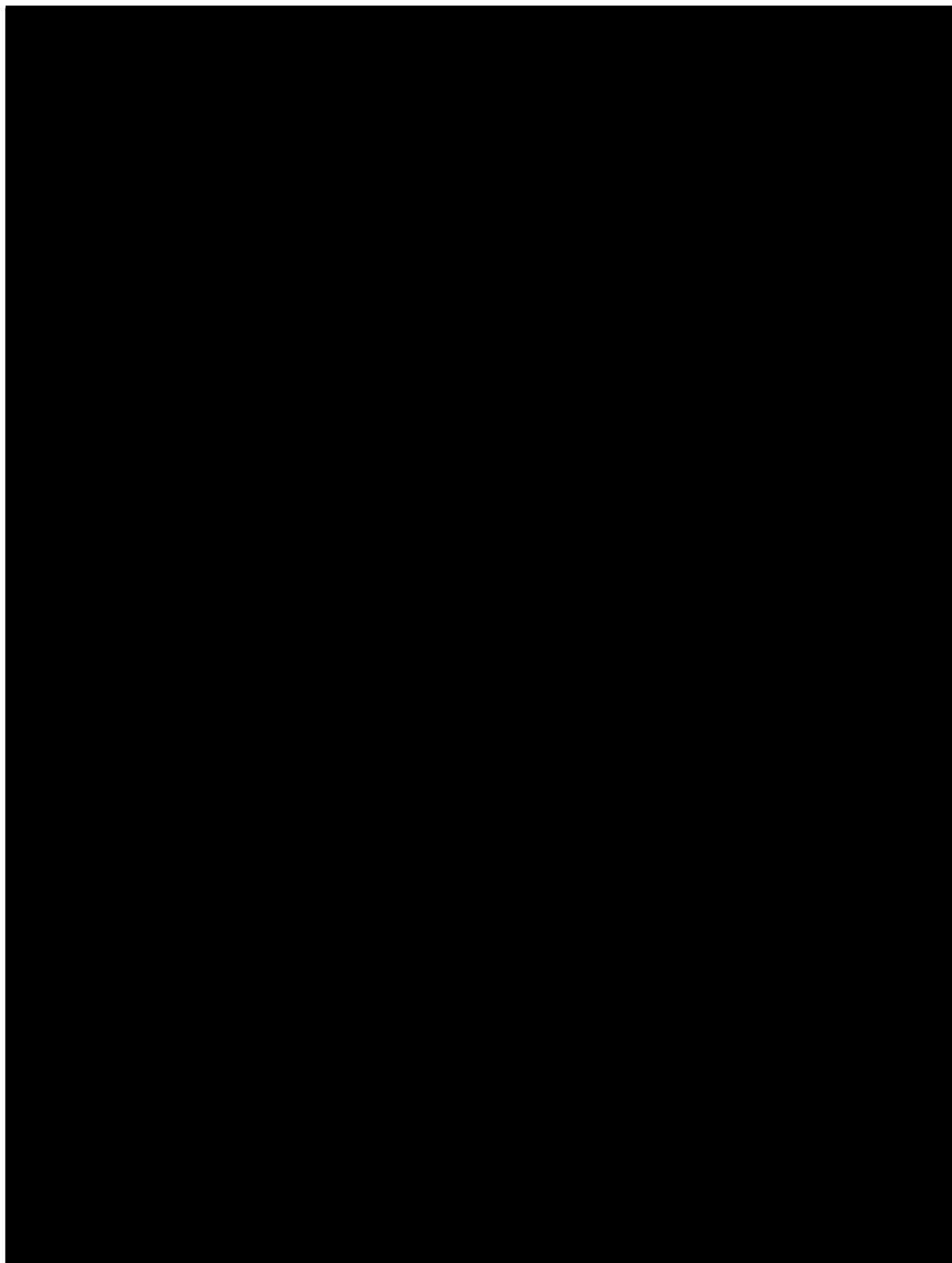
<b>MTS</b>	Mobile Ticketing System
<b>TVM</b>	Ticket Vending Machine
<b>BVM</b>	Breeze Vending Machine
<b>RFP</b>	Request for Proposal
<b>NFC</b>	Near Field Communications
<b>MARTA</b>	Metropolitan Atlanta Rapid Transit Authority
<b>GRTA</b>	Georgia Regional Transportation Authority
<b>CCT</b>	Cobb Community Transit
<b>GCT</b>	Gwinnett County Transit
<b>ADA</b>	Americans with Disabilities Act
<b>SDV</b>	Smart Device Validator
<b>API</b>	Application Programming Interface
<b>DCU</b>	Driver Control Unit
<b>CDR</b>	Solutional Design Review
<b>PDR</b>	Preliminary Design Review
<b>FDR</b>	Final Design Review
<b>NTP</b>	Notice to Proceed
<b>FACI</b>	First Article Configuration Inspection
<b>FAT</b>	First Article Testing
<b>MDT</b>	Mobile Data Terminal (Bus operator onboard console)
<b>CST</b>	Customer Service Tools
<b>MTSBO</b>	Mobile Ticketing System Back-Office
<b>Digital Wallet</b>	Any other electronic method of paying a fare not mentioned in the General Requirements of the RFP.

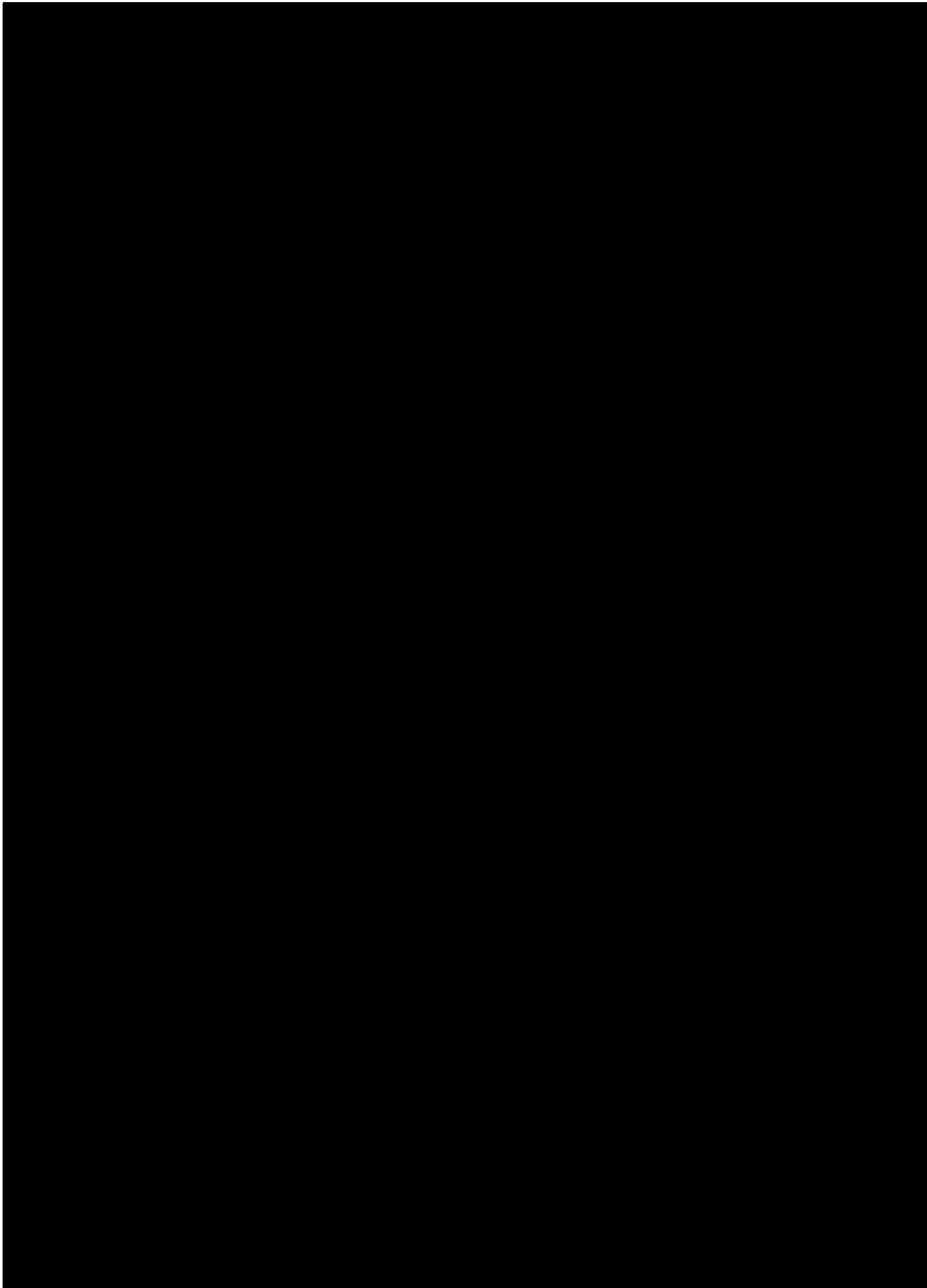
**EXHIBIT A-1**  
**ESCROW AGREEMENT**

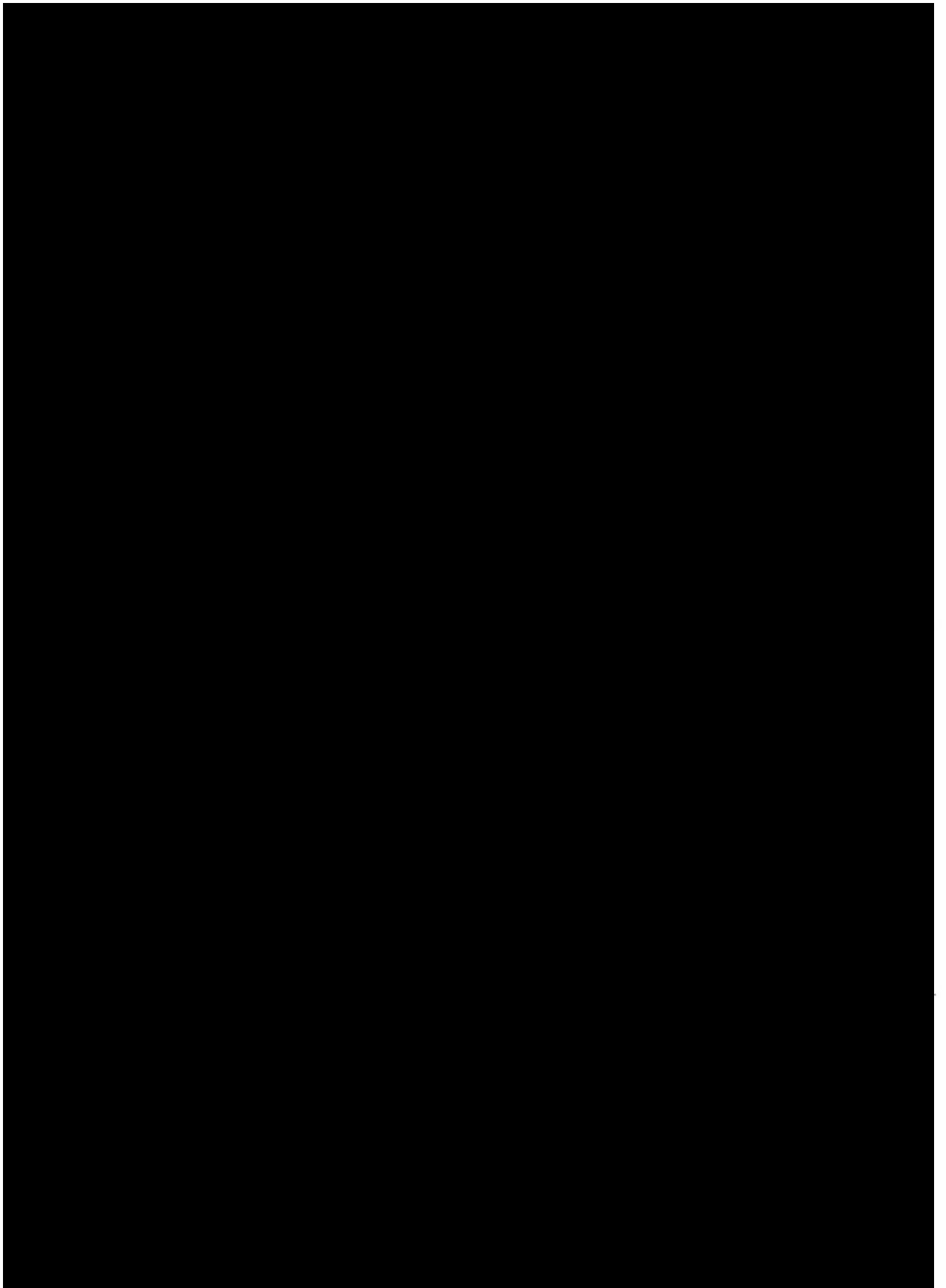
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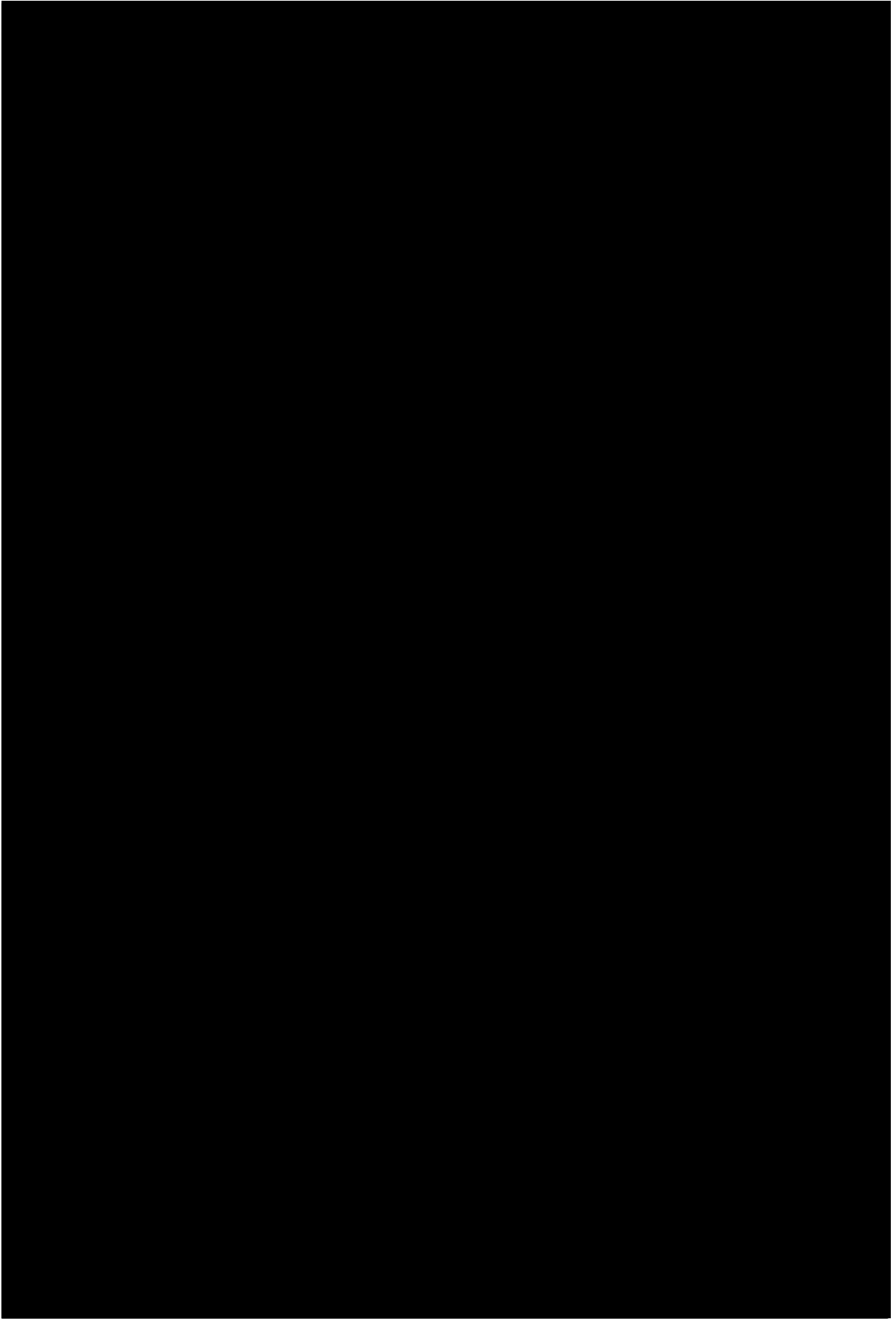


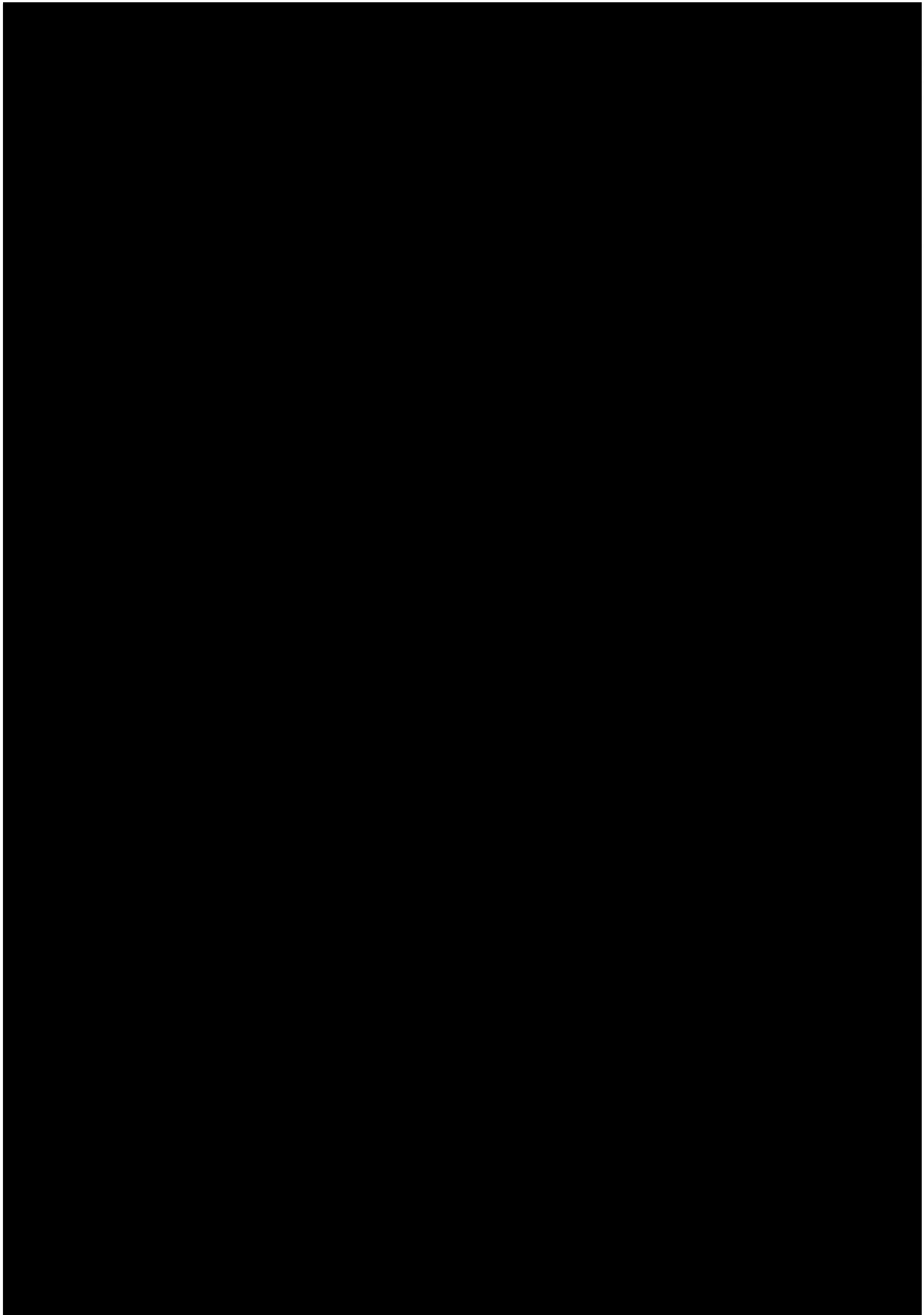


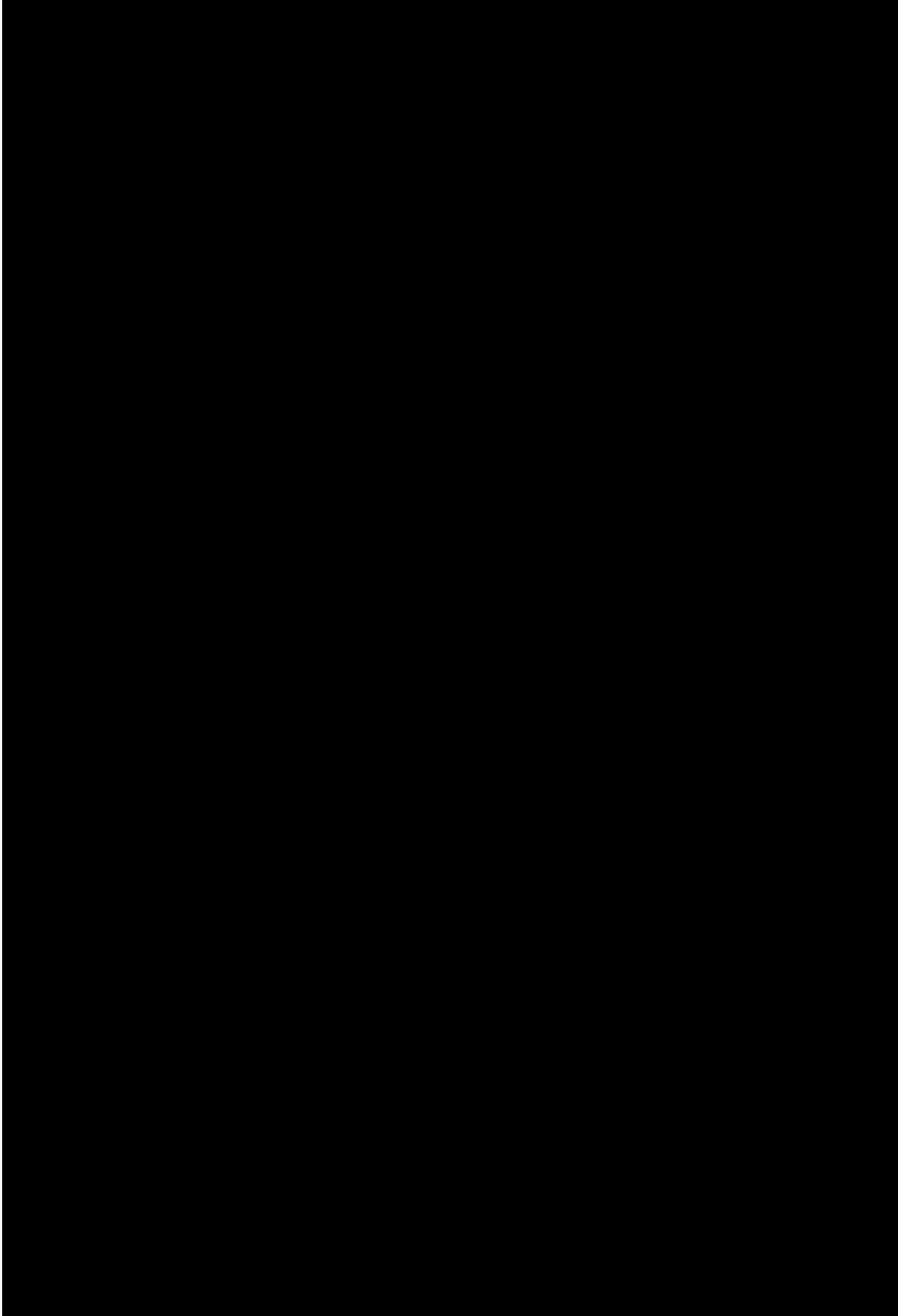


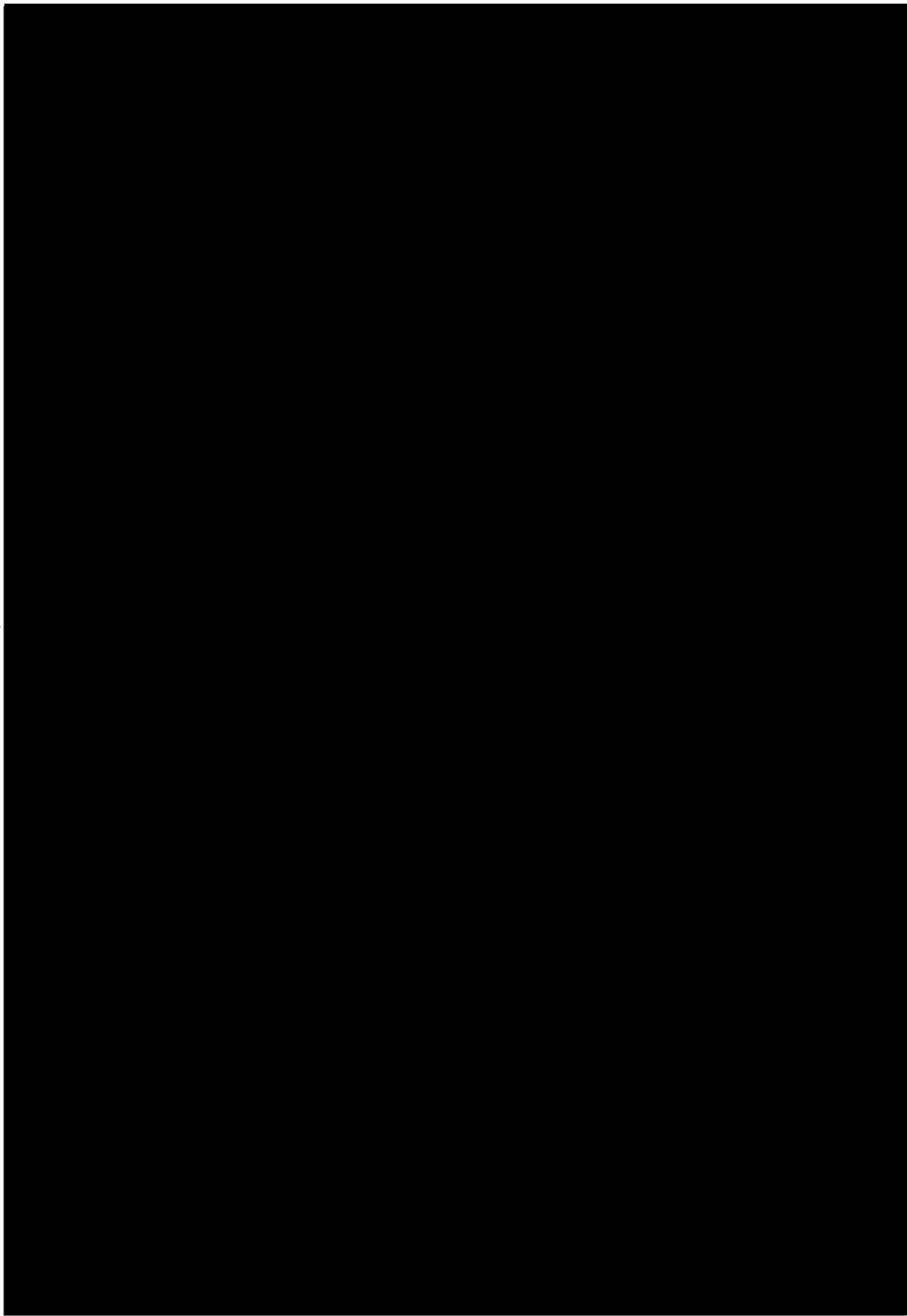




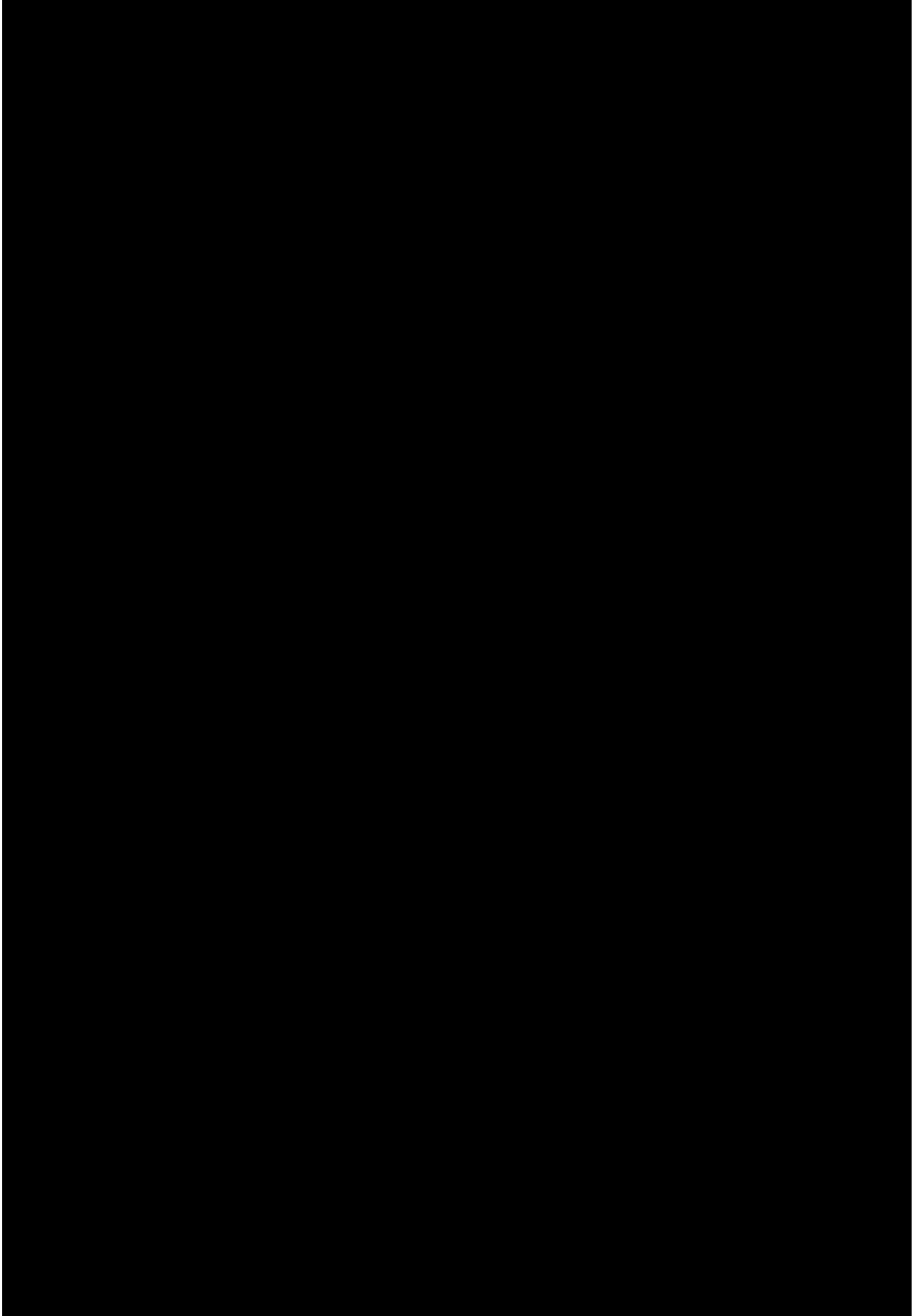


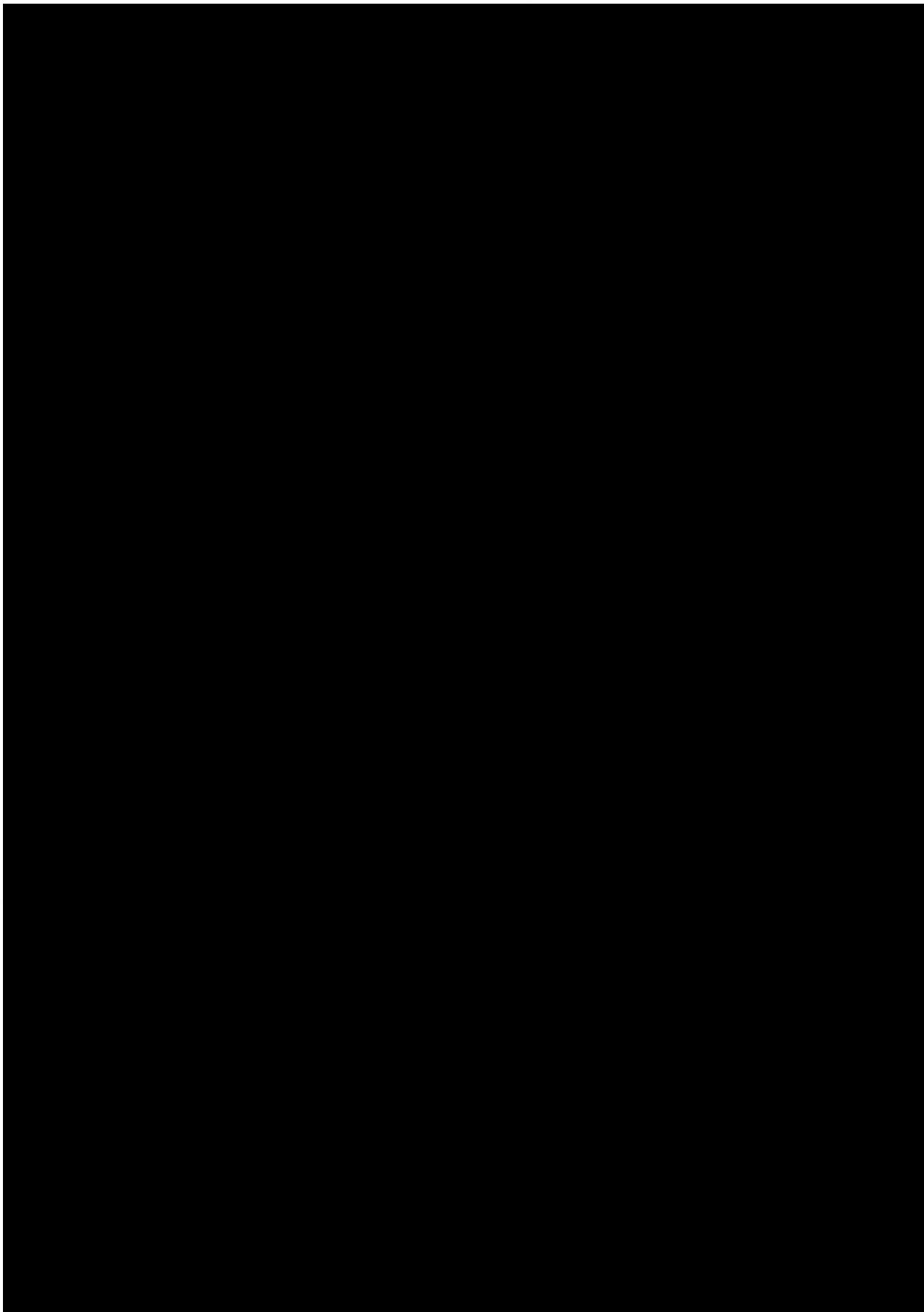


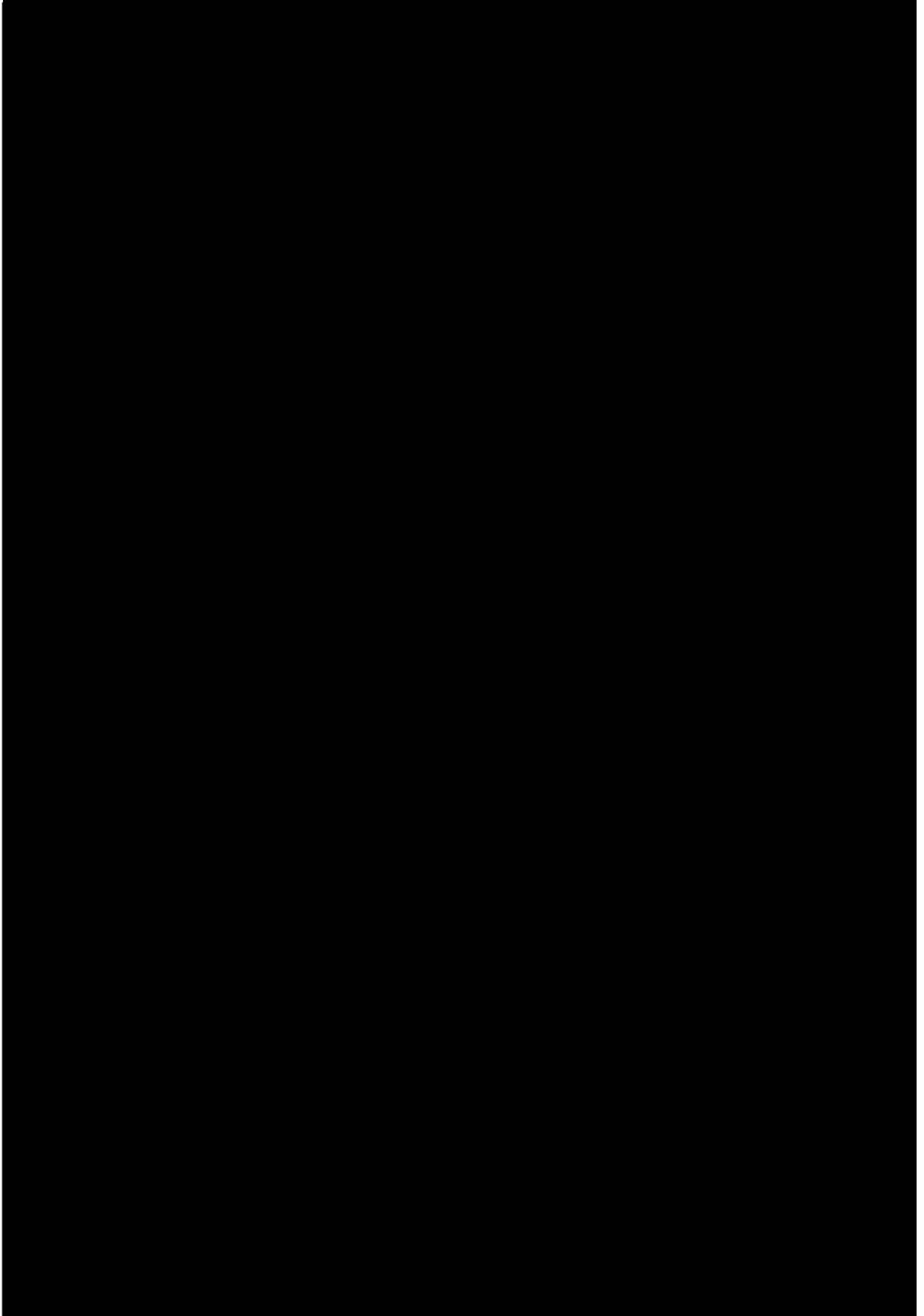


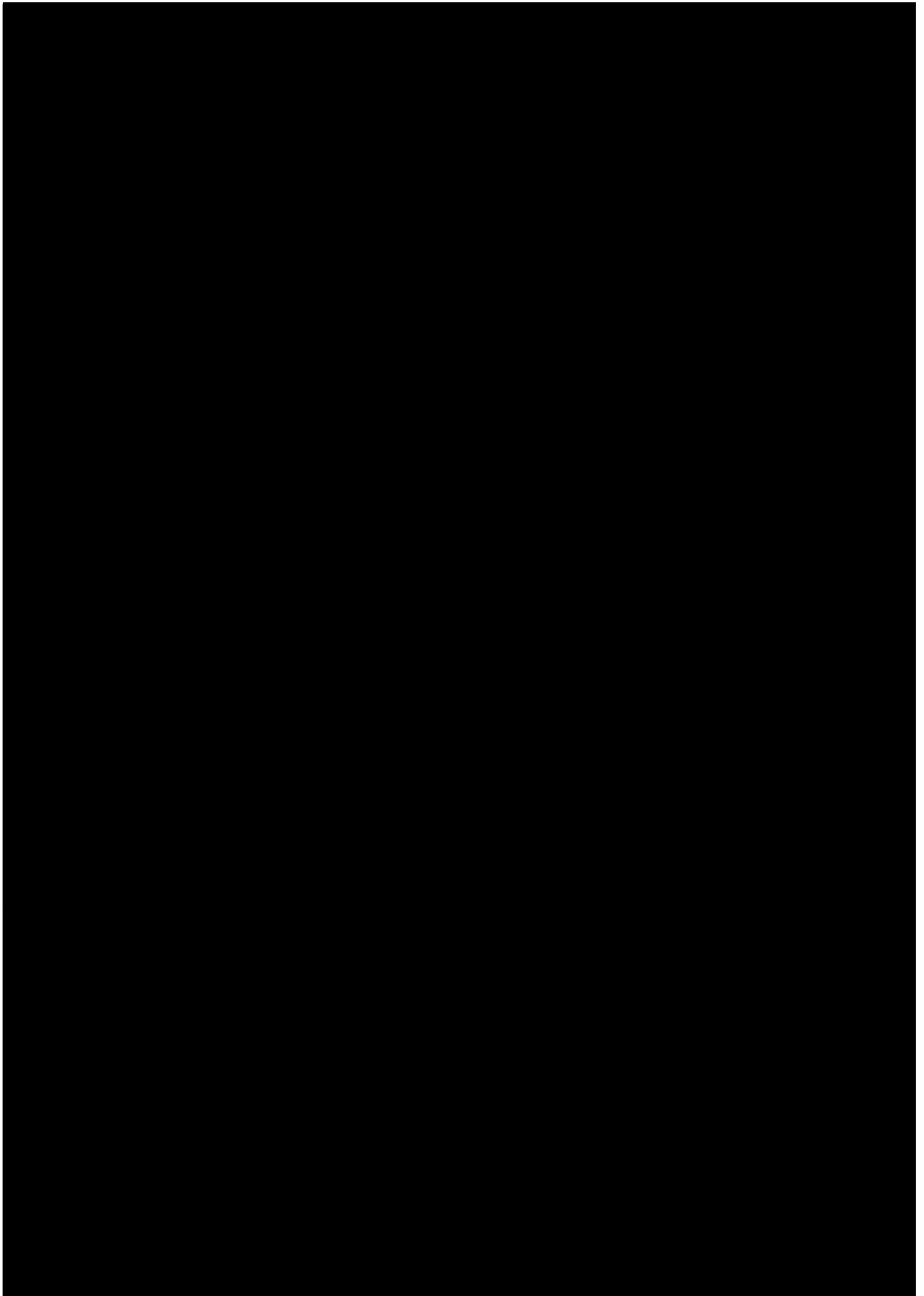


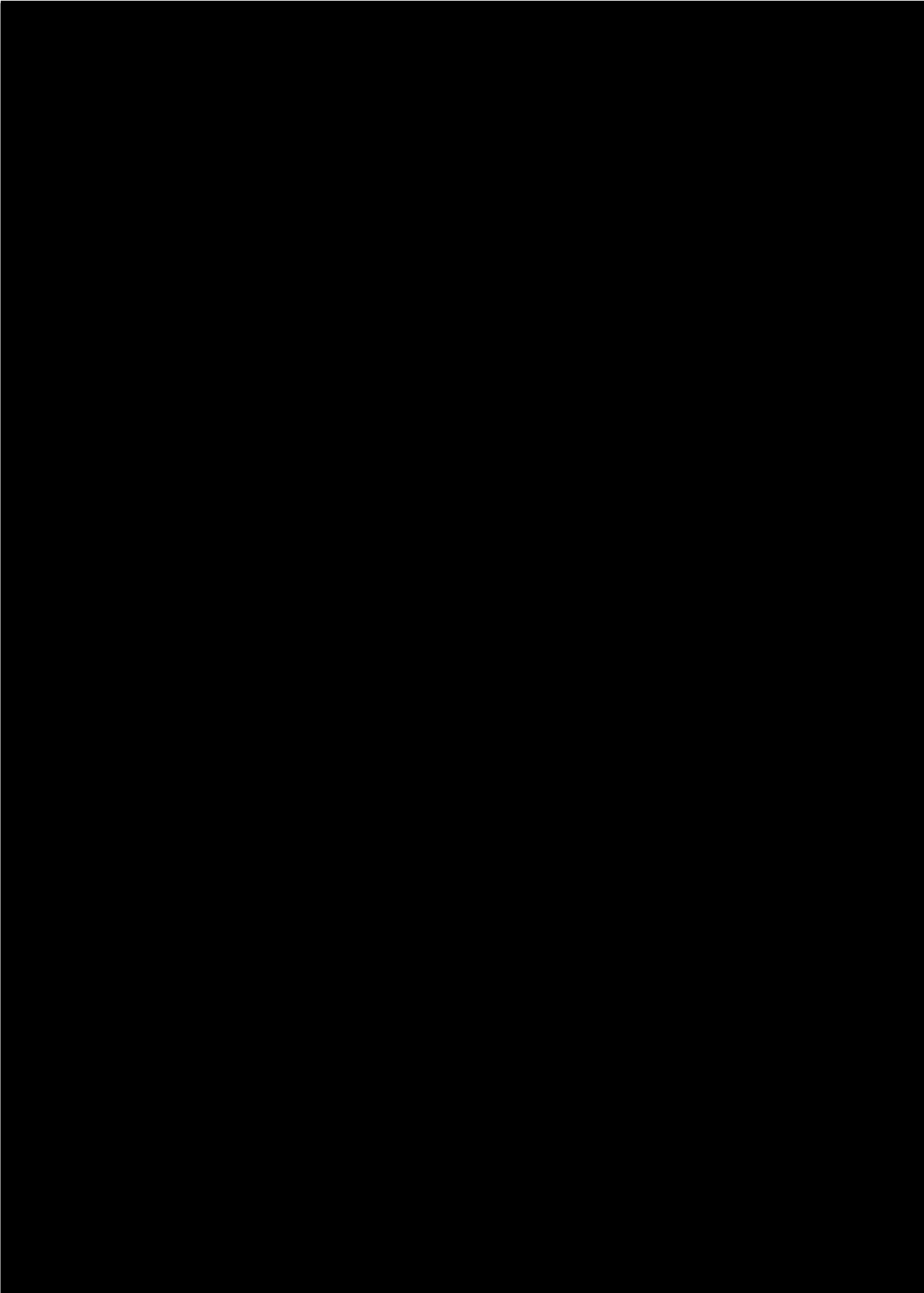


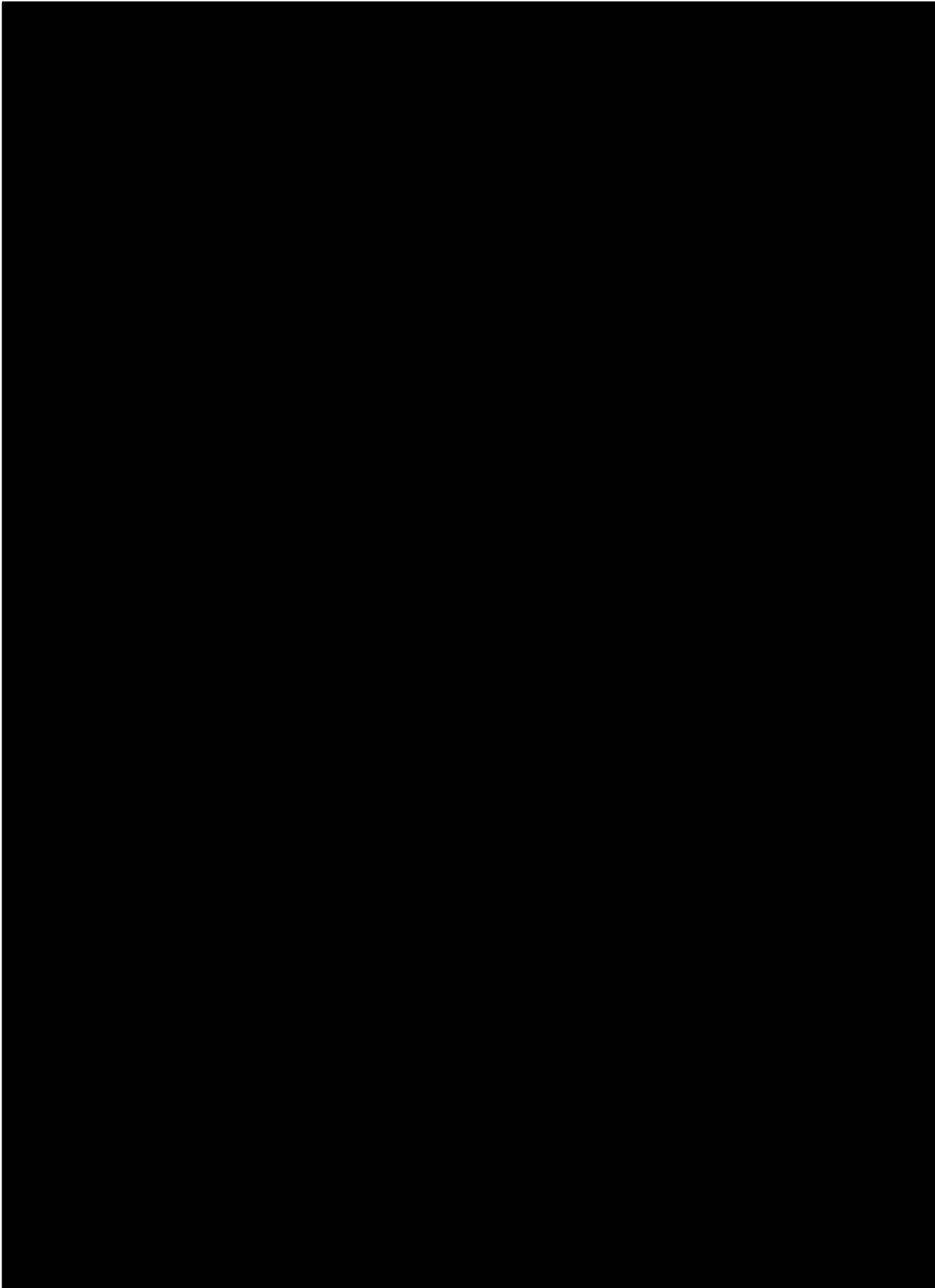


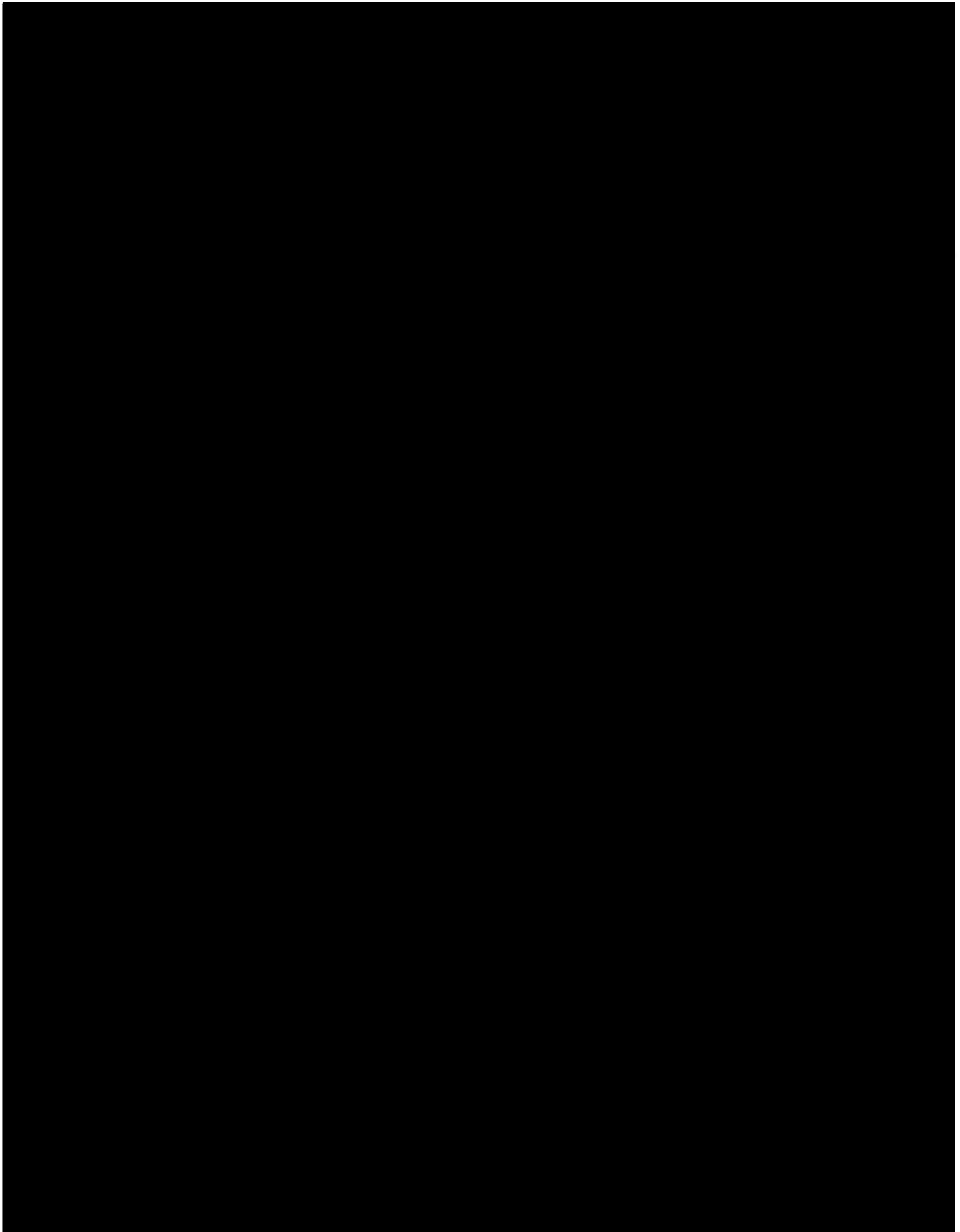


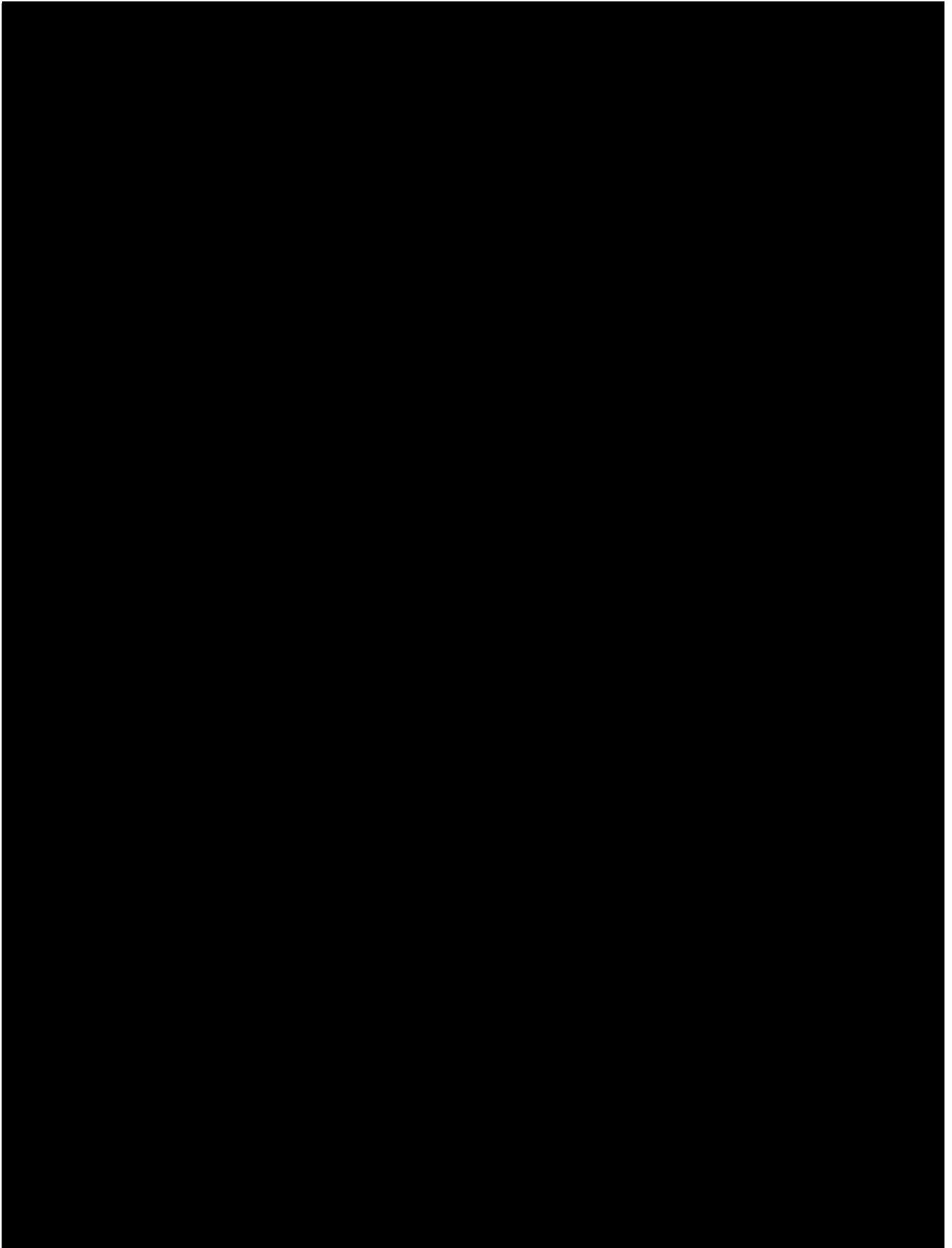




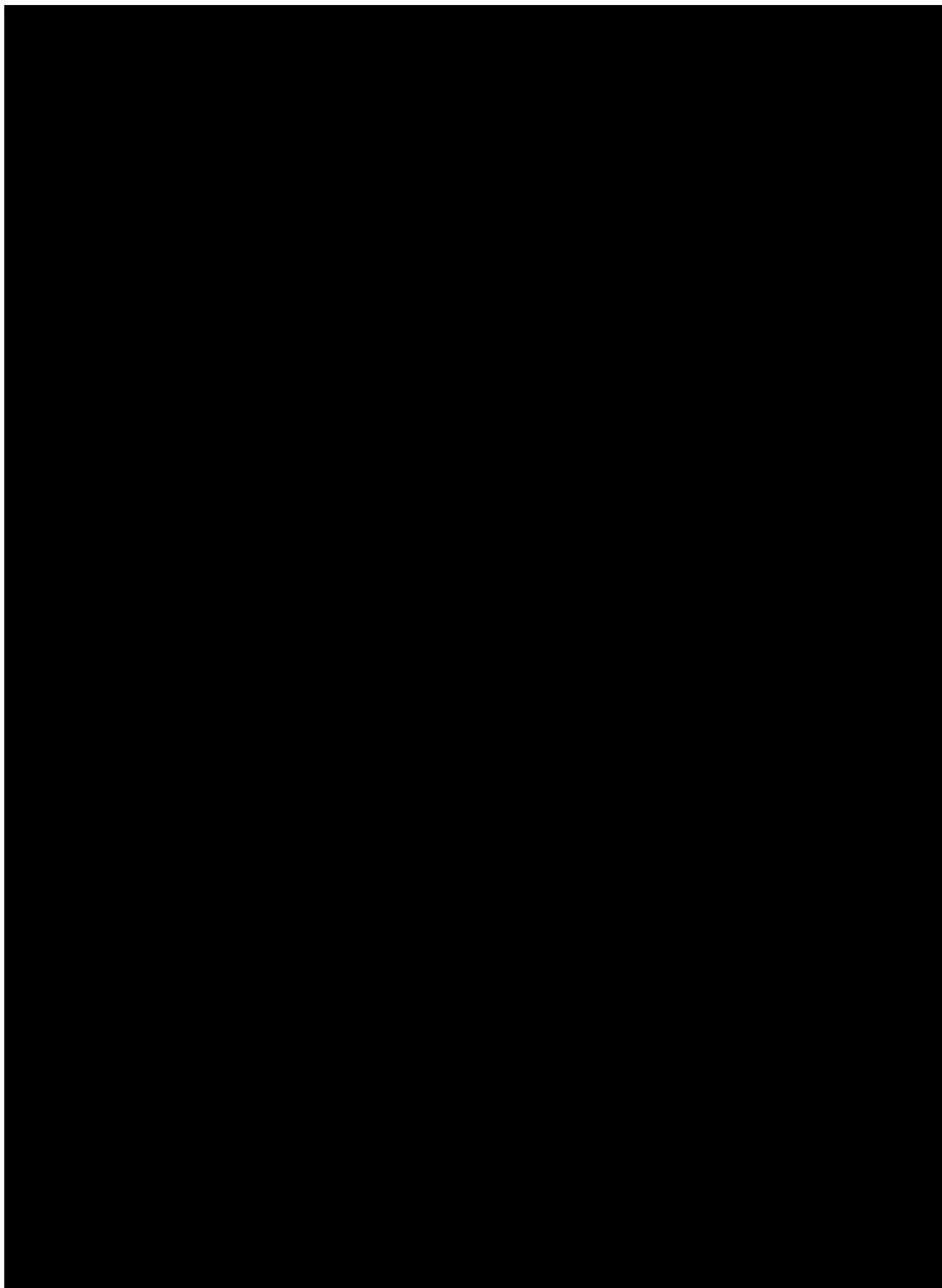


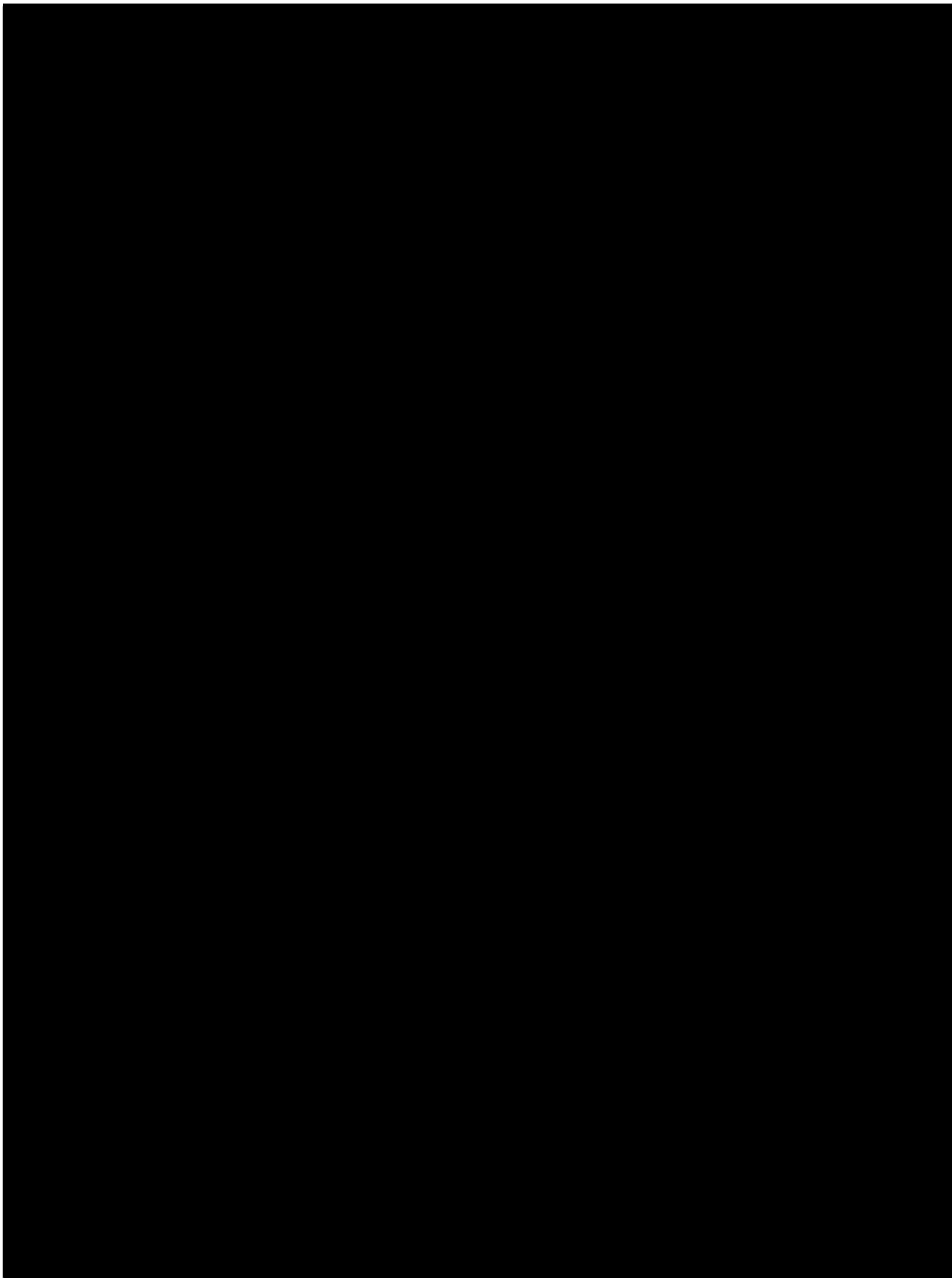












**EXHIBIT A-2**  
**MTS READER/SCANNER SPECIFICATIONS**

1. See attached.

5.2

[Redacted]

5.2.1

[Redacted]

5.2.1.1

[Redacted]

[Redacted]

[Redacted]

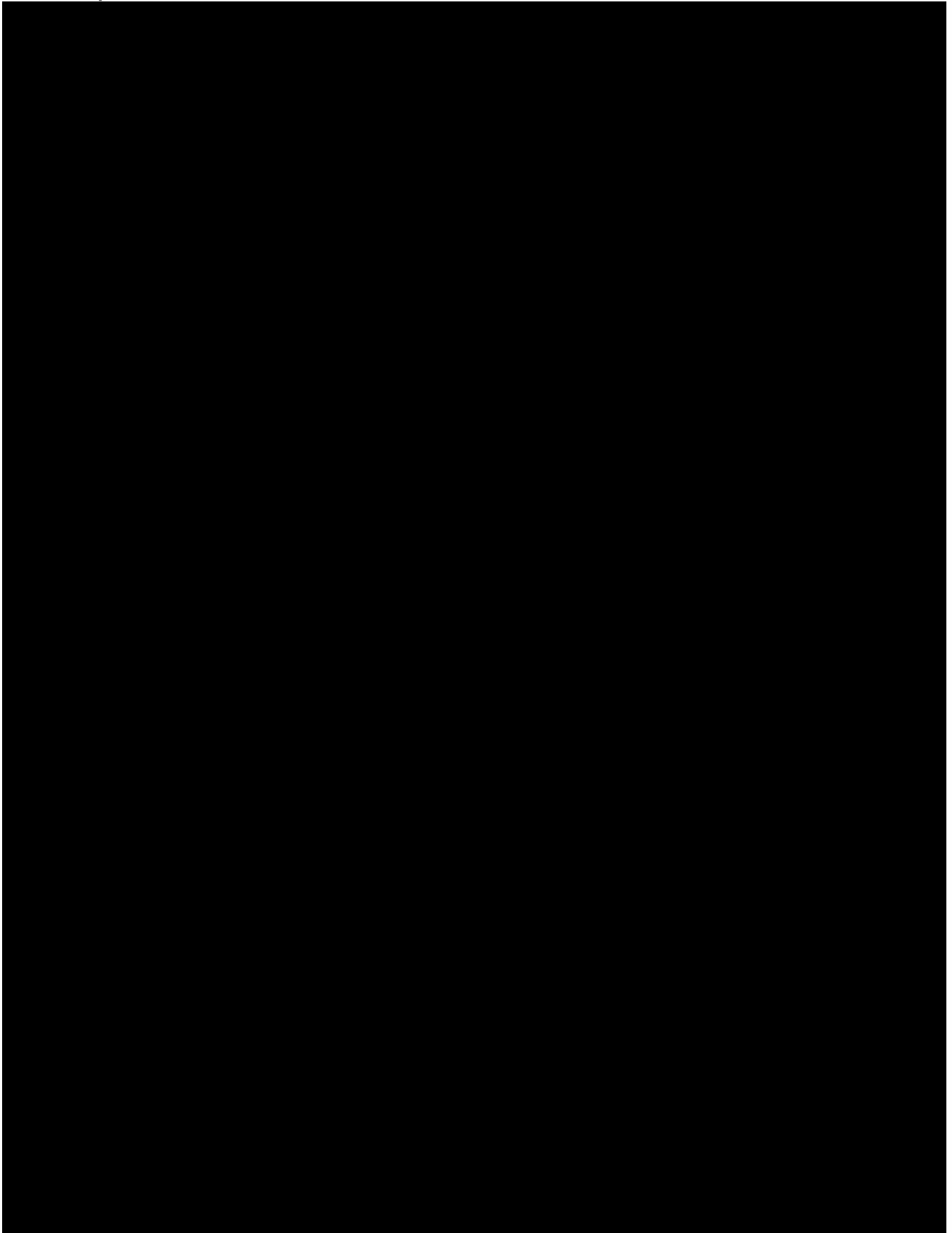
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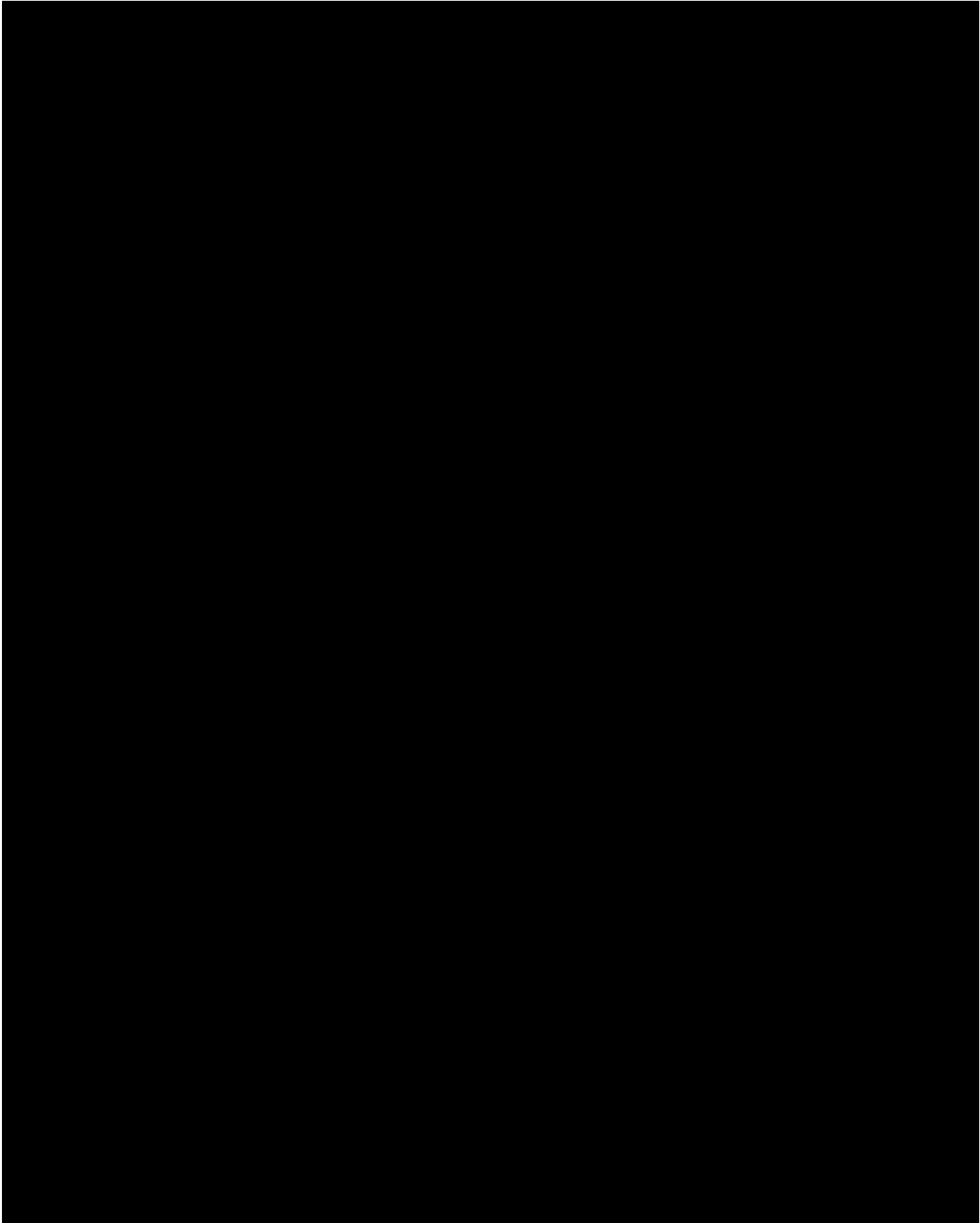
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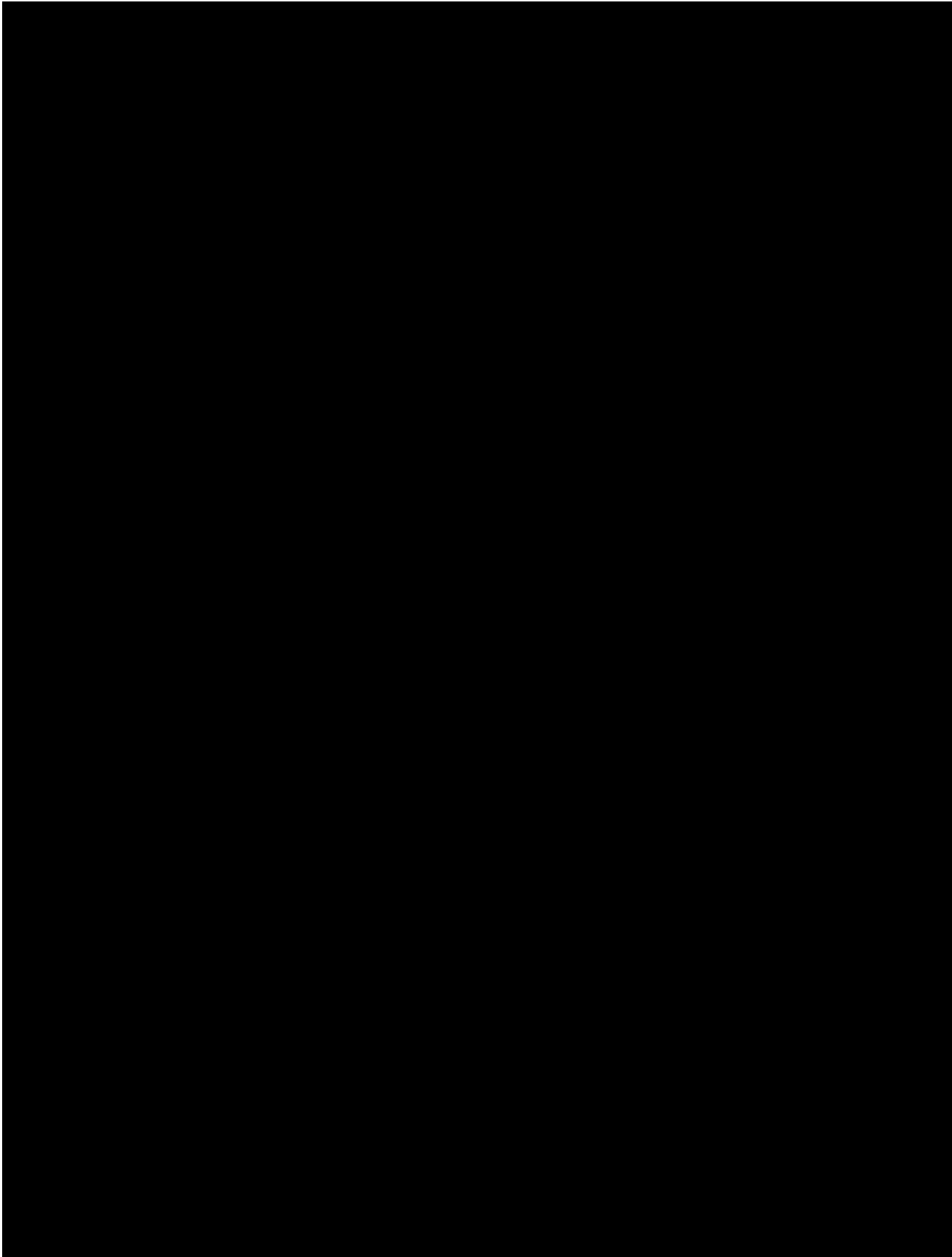
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**SDV specifications:**











**EXHIBIT A-3**  
**IMPLEMENTATION SCHEDULE**

PHASES	DESCRIPTION / GOALS / FUNCTIONALITIES	FULL IMPLEMENTATION	
		KICK-OFF	GO-LIVE
PHASE 0	Develop Project Management Plan	NTP	NTP + 1 month
PHASE 1	<b>Configuration and Setup of mobile App, Customer website, Backoffice and Regional Capability</b> - Hosted Server Setup and Configuration - Detail Design and Solution - Solution Documents- First Article Testing result for validator - Production App and website - Production back-office - Test Plan and UAT results - Acceptance Report	NTP	NTP + 5 months
PHASE 2A	<b>MARTA Rail (Electronic Validation) Install 2 Gates per array for all stations</b> - Equipment Delivery (SDV and Network equipment) - Installation - Detail Design and Solution - Test Plan and UAT result - Training Session and Training materials - Test lab implementation - Acceptance Report	NTP	NTP + 6 months
PHASE 2B	<b>MARTA Rail (Electronic Validation) - Install all gates for all Stations</b> - Equipment Delivery (SDV and other materials) - Installation of validators on all gates - Updated Detail Design - Test Plan and UAT result - Acceptance Report	NTP + 3 months	NTP + 18 months
PHASE 3	<b>Marta Fixed Route Buses (Visual and Electronic Validation)</b> - Equipment Delivery (SDV and other materials) - Installation of validator on buses with integration to MDT - Electronic and Visual Validation - Detail Design and solution - Test Plan and UAT result - Acceptance Report	NTP + 1 months	NTP + 7 months
PHASE 4	<b>MARTA PARATRANSIT and Reduce Fare Implementation on all riders' class.</b> - Equipment Delivery (SDV and other materials) - Installation of validator on paratransit with integration to MDT - Detail Design and solution - Test Plan and UAT result - Training Session and Training materials - Acceptance Report	NTP + 4 months	NTP + 10 months
PHASE 5	<b>REGIONAL Implementation</b> - Setup and Configuration of App, website, Backoffice, customer service tool for regional partner - Regional Transfer and Upcharge rules - Clearing house - Regional payment settlement - Visual validation - Equipment Delivery (SDV and other materials) - Installation and integration with MARTA Service - Detail Design and solution - Test Plan and UAT result - Training Session and Training materials - Acceptance Report	NTP + 6 months	NTP + 12 months

**EXHIBIT B**  
**SPECIAL TERMS AND CONDITIONS**

The following special terms and conditions modify and amend the Contract terms and conditions specifically referenced herein. In the event of a conflict between the terms and conditions contained in this Exhibit B and the balance of the Contract, the terms and conditions set forth in this Exhibit B shall control.

1. Authority Document Number: The Acceptance of Proposal letter and the Notice to Proceed will contain an Authority Document Number. This Authority Document number represents the MARTA Purchase Order Number associated with this Contract, and should be included on all correspondences pertaining to this contract. A separate Purchase Order will not be issued, and the terms and conditions contained herein will govern this Contract.
  
2. Proprietary Rights and Software. Notwithstanding anything to the contrary contained in the Contract, title to all software (including software embedded within hardware), intangible property, intellectual property, patents, patents pending, trade secrets, copy writes, trade dress, service marks and trademarks, service and trade names, designs and drawings shall remain with the Contractor or relevant third party. Notwithstanding the foregoing, MARTA shall retain (a) all rights to use the software granted by any software license to which MARTA is a party and (b) all right, title and interest in and to the data generated by the use of such hardware and software (e.g., ridership data, customer information, usage date, etc.).
  
3. Right of Offset. MARTA shall have the right to offset against and deduct from the fees payable to Contractor, any amounts due MARTA from Contractor, including, but not limited to, unauthorized or disputed expenses and liquidated damages as described herein (if any). If MARTA pays any sum or incurs any obligations or expense because of the failure, inability, neglect or refusal of Contractor to perform or fulfill any of the terms or conditions of the Contract that it is obligated to perform or fulfill, then MARTA shall have the right to deduct said expenses from Contractors fees coming due under this Contract.

4. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. **Liquidated Damages.** The following provisions relate to the quality and ability of the Contractor to meet certain time sensitive and critical milestone deadlines provided under this Contract. Contractor agrees that it is obligated to perform the following and that non-performance denigrates the quality of the service, and therefore, is a default and violation of this Contract. The occurrence of any of the following situations may result in the imposition of Liquidated Damages. Contractor agrees that the following Liquidated Damages are fair and reasonable, that they may be deducted from its compensation otherwise due under the Contract, and that they do not constitute a penalty. Failure to impose Liquidated Damages for a particular violation shall not bar MARTA from imposing Liquidated Damages for subsequent violations of the same or different nature. Liquidated Damages will be deducted from the next payment(s) due to Contractor until MARTA is paid in full. MARTA reserves the right to waive the assessment of Liquidated Damages if Contractor is able to provide supporting documentation to substantiate each occurrence, which must be reviewed and approved by MARTA. The Liquidated Damages remedy is in addition to all other remedies that MARTA has under the Contract. **Liquidated Damages under this Contract shall apply on a per-milestone basis; however, in no event shall the per day liquidated damage amount exceed \$2,000.00 per day.** If Contractor fails to meet the milestone deadline in the approved schedule for each of the following MARTA may assess the following liquidated damages against Contractor.

Item	Milestone	Liquidated Damage Amounts
1	Project Management Plan	\$ 0.00 per day
2	Phase 1 – Configuration and Set-Up of Mobile Applications, Customer Website, Back Office Website and Regional Capability	\$ 1,000.00 per day
3	Phase 2A – MARTA Rail Stations (Electronic Validators on 2 Faregates per Array)	\$ 1,000.00 per day
4	Phase 2B – MARTA Rail Stations (Electronic Validators on all Faregates)	\$ 1,000.00 per day
5	Phase 3 – MARTA Fixed Route Bus Services (Visual and Electronic Validation for full fare customers only)	\$ 1,000.00 per day
6	Phase 4 – MARTA Paratransit Vehicles and Reduce Fare implementation for all rider classes	\$ 1,000.00 per day
7	Phase 5 – Regional Implementation	\$ 1,000.00 per day
8	Delivery of as-built documentation package and software escrow	\$ 500.00 per day
9	Final Acceptance by MARTA	\$ 2,000.00 per day

6. **Reserved.**
7. **Spare Parts Inventory.** The Contractor shall maintain a spare parts inventory, at no additional cost to MARTA, in accordance with the following terms:
- (a) The spare parts inventory must be reviewed and approved by the Authority prior to the start of the Contract;

- (b) The Contractor's spare parts inventory must have sufficient quantities throughout the term of the Contract to enable all repairs and/or replacement of defective parts or equipment to be completed without delay and in accordance with the terms of the Contract;
  - (c) The spare parts inventory will include only original parts and equipment of the manufacturer or MARTA approved equivalent parts, components or equipment that will not void the warranty set forth in this Contract;
  - (d) The spare parts inventory shall be comprised of new parts and equipment unless otherwise agreed to, in writing, by MARTA; and
  - (e) The spare parts inventory shall be readily available for review and inspection by MARTA.
8. Collection and Deposit of Gross Receipts. Contractor acknowledges and agrees that it has no right to any farebox revenue and all Gross Receipts shall be directed to MARTA's designated financial institution without passing (or being routed) through Contractor's or any third party's financial institution or being reduced, deducted, set-off or abated. However, to the extent any Gross Receipts are received or collected by Contractor, Contractor agrees to immediately pay MARTA any and all Gross Receipts collected during the term of the Contract:
- (a) Gross Receipts Defined. The term "**Gross Receipts**" shall mean the total of payments for all sales (e.g., tickets, passes, goods, services, advertising, farebox receipts, etc.) whether paid for by cash, credit, debit or other method (e.g., PayPal, Bitcoin, etc.), except amounts for credits and refunds made to customers and approved by MARTA. Contractor shall completely and accurately account for all Gross Receipts generated through the MTS system. Contractor shall hold any Gross Receipts received by it in trust for MARTA, until the same is deposited (on a daily basis) to a MARTA bank account.
  - (b) Collection and Deposit of Gross Receipts. MARTA shall establish a commercial account at a banking institution to receive all Gross Receipts. The commercial account shall be solely used for Gross Receipts generated through the MTS system developed for MARTA. MARTA shall identify an account that shall receive the daily Gross Receipts deposits. Contractor shall follow the collection and deposit procedures set forth below:
    - (i) Deposits. By or before 11:00 am (local Atlanta time) of the next business day, Contractor shall make deposits of all Gross Receipts, without any deductions, set-offs or claims, from the MTS system during the previous calendar day. A copy of the deposit confirmation notice, slip or e-mail ("**Deposit Confirmation Slip**") shall be submitted with Contractor's Daily Sales Activity Report (noted above). One or more deposit confirmations shall be made for each financial day, which is defined as the day when the Gross Receipts were collected.
    - (ii) Deposit Confirmation Slips. On the first business day following each deposit of Gross Receipts, Contractor shall present the deposit confirmation slips to MARTA along with a summary report of the prior-day Gross Receipts collected.
    - (iii) Overage and Underage. All overages are to be deposited daily along with a statement of the reason for the overage. An overage is any revenue collected over the amount reported on Deposit Confirmation Slip or Certified Monthly Statement. All shortages/underage (i.e., a deposit of less than the amount that should have been submitted in accordance with the Deposit Confirmation Slip or

Certified Monthly Statement) shall be responsibility of Contractor. Contractor acknowledges and agrees that there shall be no 'netting' of overage or underage in the preparation of reports and deposits.

- (c) Credit Card Sales. Contractor shall be responsible for accurately recording all customer credit card transactions through the MTS system, researching credit card payment disputes, reviewing credit card summary statement reports provided by the credit card processors, and reconciling Contractor's credit card sales records with the credit card processors' deposits of credit card receipts and the chargebacks, discount fees, and transaction fees paid to the credit card processors. Contractor should have access to the credit card processors' reports and statements needed to accomplish these tasks. **Under no circumstances is Contractor allowed to charge, directly or indirectly, customers any fees (i.e., chargebacks, discount fees, transaction fees, etc.) associated with processing credit card transactions. However, MARTA will refund Contractor for transaction fees, without additional markup, actually incurred and imposed by a third-party financial institution relating solely to MARTA ticket sales to the general public. The refund shall be paid at the same time as and in accordance with Section 3 of the Contract.**
  - (d) New or Revised Collection and Deposit Procedures. Contractor shall immediately implement any new collection and deposit procedures or revise existing procedures as MARTA may, in its sole discretion, require from time to time.
  - (e) Lost, Stolen or Unaccounted-for Gross Receipts. Should any Gross Receipts in the possession of Contractor be lost, stolen or unaccounted-for, including, but not limited to, electronic theft, they shall be replaced by Contractor using its own funds within twenty-four (24) hours of discovery of such loss, theft or failure to account for such Gross Receipts. Shortages shall be settled and reported to MARTA on a daily basis by Contractor.
9. Accounting and Operating Reports. To the extent any Gross Receipts are received or collected by Contractor, then the following shall apply:
- (a) Annual Certification of Statements of Operating Results. In addition to MARTA's audit rights set forth in the Contract, within 60 days following the end of each Contract Year, and within 60 days following the expiration or earlier termination of the Contract, Contractor shall prepare an Annual Statement of Operating Results. Contractor shall allow MARTA's designated independent Certified Public Accountant (CPA) to perform an annual financial audit of all operations related to the Contract. The financial audit will be performed in accordance with Generally Accepted Auditing Standards (GAAS), and will state the opinion of those statements to fairly reflect the financial position and operation in accordance with Generally Accepted Accounting Procedures (GAAP). The result of the annual financial audit is the CPA's Certification Audit Report. As part of the Certification Audit Report, the CPA shall give its opinion as to the adequacy of all of the revenue control and transaction processing equipment and procedures. The Certification Audit Report shall include sufficiently detailed schedules and explanations of discrepancies and shall also certify the following:
    - (i) Gross Receipts collected in total;
    - (ii) Gross Receipts from credit cards, including a breakdown of sales by each type of credit card;
    - (iii) Contractor's reconciliation of Gross Receipts and Deposit Confirmation Slips and explanations of variances;
    - (iv) Losses from chargebacks and credit card accounts not paid; and

- (v) Total net receipts to MARTA.
  
- (b) Selection of CPA. MARTA's Audit Department will select the independent CPA, and develop the engagement letter detailing the CPA's role and responsibilities related to conducting the Annual Certification of Statements of Operating Results.
  
- (c) Under-Collection of Gross Receipts. If the Certification Audit Report indicates that any of the Gross Receipts required to be collected by Contractor have not been collected or remitted to MARTA, Contractor shall be responsible for immediately paying the amount of such Gross Receipts that should have been collected and/or deposited with interest at the rate of one and one-half percent (1.5%) per month from (or such maximum rate permissible by applicable law, if lower) from the date such payment was due MARTA the date it was actually paid to MARTA. In the event that Contractor has understated or overstated Gross Receipts by one-half of one percent (0.5%) or more, the entire audit expense shall be borne by Contractor.
  
- (d) Operational and Procedural Audits. MARTA will determine the appropriate areas to audit based upon an annual risk assessment. MARTA has the right to request an independent audit of Contractor's operations and procedures at its sole discretion. Notwithstanding the foregoing, Contractor shall utilize its own supervisory and auditing staff to audit the transactions to verify that they are being processed, deposited, documented and reconciled in accordance with Contractor's company policies and procedures and this Contract.
  
- (e) Certified Monthly Statement. Contractor shall furnish to MARTA, no later than the tenth (10th) day of the following month or by the referenced date (if any), a certified monthly statement covering the previous month's gross revenue received through and by way of the MTS system exclusively ("Certified Monthly Statement"). The Certified Monthly Statement shall be in the format specified by MARTA, shall include all information required by MARTA, and shall be certified as true, accurate and complete by Contractor's principal financial officer. The Certified Monthly Statement shall, at a minimum, include the following information:
  - (i) Daily Sales Activity: A complete, detailed reconciliation of daily ticket sales, revenue collections and deposits made into MARTA's bank account(s) and the Gross Receipts reported by Contractor. The daily reports set forth in this Section shall be provided to MARTA electronically by 2:00 p.m. (local Atlanta, GA time) of the following business day.
  
  - (ii) Gross Receipts Activity: A complete, detailed reconciliation of monthly Gross Receipts processed through the MTS system, Gross Receipts reported by Contractor, and deposits made into MARTA's bank accounts(s).
  
  - (iii) Credit/Debit Card Activity: A complete, detailed reconciliation of deposits made by Contractor and the deposits shown in MARTA's bank account. This must include a detailed reconciliation of all credit and debit card sales and deposits.
  
  - (iv) MTS System Activity: A report of the activity conducted through the MTS system including, without limitation, the number of completed sales, number of abandoned purchase attempts, etc.
  
  - (v) Management Fee: A properly formatted and rendered invoice for Contractor's Management Fee.

- (f) Operating Reports. Contractor shall furnish to MARTA (or provide in a manner so that MARTA may electronically compile itself) those certain MTS Reports set forth in **Exhibit F** attached hereto and incorporated herein.

**EXHIBIT C**  
**PAYMENT TERMS**

MARTA shall pay to Contractor the following, which are inclusive of all costs and expenses related to the design, development, construction, installation, implementation, maintenance, repair and replacement (as needed) of the entire MTS system, in accordance with the terms of the Contract. Notwithstanding anything to the contrary contained in this Contract, Contractor acknowledges and agrees that it shall (a) not be paid more than the amount(s) set forth in Section 5 and (b) be paid in accordance with the following schedule of payments for the Contract.

1. The Contractor shall submit an invoice to the attention of Mr. Reginald Bryant, Contract Specialist III. The invoice shall be submitted to Mr. Reginald Bryant, at MARTA, Office of Contracts, Procurement and Materials, 2424 Piedmont Road, N.E., Atlanta, GA 30324. The Authority may, in its discretion, refuse to pay costs incurred and not billed in a timely manner.

The invoice shall include an itemized cost for the services rendered as described in Exhibit A:

- (a) Contract Number to include Authority Document Number
- (b) A description of the item(s) including supporting documentation
- (c) Total Invoice Amount
- (d) Quantity Ordered

2. MTS System Design, Construction, Implementation & Acceptance

The Contractor shall be paid a total not to exceed amount equal to **EIGHT MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED EIGHTY-SEVEN DOLLARS AND 00/100** U.S. Dollars (\$8,735,987.00), which shall be paid upon acceptance in accordance with the following milestone payment schedule:

ITEM	MILESTONE	Payment Amounts	
		Percentage	Dollar Amount
1	Project Management Plan	4%	\$349,439
2	Phase 1 – Configuration and Set-Up of Mobile Applications, Customer Website, Back Office Website and Regional Capability	14%	\$1,223,038
3	Phase 2A – MARTA Rail Stations (50%, 100%)	8%	\$698,879
4	Phase 2B – MARTA Rail Stations (25%, 50%, 75%, 100%)	14%	\$1,223,038
5	Phase 3 – MARTA Fixed Route Bus Services (50%, 100%)	11%	\$960,959
6	Phase 4 – MARTA Paratransit Vehicles and Reduce Fare	5%	\$436,799
7	Phase 5 – Regional Implementation (25% per Partner)	22.26%	\$1,944,926
8	Delivery of as-built documentation package and software escrow	8%	\$698,879
9	MARTA Final Acceptance (due at completion of Phases 1, 2A, 2B, 3 and 4)	13.74%	\$1,200,029
	Total Not to Exceed Amount Paid for Design, Construction, Implementation and Acceptance of MTS system	<b>100%</b>	<b>\$8,735,987.00</b>

3. MTS Warranty, Technical and Maintenance Support for Base Contract Term

Contractor agrees to provide warranty, technical and maintenance support services for three (3) years for each Phase (i.e., Phases 1 through 5) of the MTS system. The warranty period shall commence upon the completion and acceptance by MARTA of each receptive Phase of the Contract. Notwithstanding the foregoing, the parties acknowledge and agree that the acceptance by each respective regional partner shall serve as



MARTA’s acceptance for Phase 5 only. The Contractor shall be paid (in accordance with the Contract) a total not to exceed amount equal to **TWO MILLION TWO HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED EIGHT DOLLARS AND NO CENTS/100 U.S. Dollars** (\$2,261,508.00), which for billing purposes the quarterly and annual price for the base and options shall be as follows:

<b>MTS Technical Support, Warranty &amp; Maintenance Support (MARTA Only)</b>	<b>Quarterly</b>	<b>Annually</b>
Warranty Year one (1)	\$141,314.75	\$565,259.00
Warranty Year Two (2)	\$141,314.75	\$565,259.00
Warranty Year Three (3)	\$141,314.75	\$565,259.00
<b>MARTA Sub-Base Contract Total</b>		<b>\$1,695,777.00</b>
<b>MTS Technical Support, Warranty &amp; Maintenance Support (Regional Partners)</b>	<b>Quarterly</b>	<b>Annually</b>
Warranty Year one (1)	\$47,144.25	\$188,577.00
Warranty Year Two (2)	\$47,144.25	\$188,577.00
Warranty Year Three (3)	\$47,144.25	\$188,577.00
<b>Regional Partners Sub-Base Contract Total</b>		<b>\$565,731.00</b>
<b>Total Base Contract Total</b>		<b>\$2,261,508.00</b>

4. MTS Warranty, Technical and Maintenance Support for Option Term

In the event that MARTA elects to exercise the option to extend the term of the Contract, Contractor agrees to provide warranties, technical and maintenance support services for each of the option terms and that it shall be paid a total not to exceed the amount set forth below for each Option term of the Contract:

<b>MTS Technical Support, Warranty &amp; Maintenance Support (MARTA Only)</b>	<b>Quarterly</b>	<b>Annually</b>
Option Year one (1)	\$145,677.25	\$582,709.00
Option Year Two (2)	\$148,741.61	\$594,966.44
Option Year Three (3)	\$152,069.61	\$608,278.44
Option Year four (4)	\$155,638.79	\$622,555.17
<b>MARTA Option Years Total</b>		<b>\$2,408,509.05</b>
<b>MTS Technical Support, Warranty &amp; Maintenance Support (Regional Partners)</b>	<b>Quarterly</b>	<b>Annually</b>
Option Year one (1)	\$47,913.50	\$191,654.00
Option Year Two (2)	\$ 48,497.00	\$193,988.00
Option Year Three (3)	\$ 49,087.75	\$196,351.00
Option Year four (4)	\$ 49,688.00	\$198,752.00
<b>Regional Partners Option Years Total</b>		<b>\$1,780,745.00</b>
<b>Option Years Contract Total</b>		<b>\$3,189,254.05</b>

CATEGORY A: FEE FOR SERVICE PRICE PROPOSAL FORM  
 SUB CATEGORY A1: MARTA MANDATORY AND OPTIONAL ITEMS

MOBILE TICKETING SYSTEM FOR THE ATLANTA REGION (MARTA MANDATORY ITEMS)										
MANDATORY ITEMS			ONE-TIME COST (If Applicable)				ANNUAL ONGOING COST (If Applicable)			
ID	ITEM	DESCRIPTIONS	UNIT	UNIT PRICE	QTY	TOTAL PRICE	UNIT	UNIT PRICE	QTY	TOTAL PRICE
<b>1 CENTRAL SYSTEM - MARTA BACKOFFICE (MANDATORY)</b>										
1.1	Mobile Ticketing System Software Services	All hardware, software, licenses and support needed for Vendor Hosted Mobile Ticketing System solution including but not limited to servers, storage equipments, work stations, network equipments, Operating Systems, proprietary software & applications, Data Warehouse, as well as for redundancy and Disaster Recovery etc.	Lot	\$382,990.00	1	\$382,990.00	year	\$109,868.00	7 <sup>(1)</sup>	\$769,076.00
1.2	Back Office website/interface and Monitoring Tool	Includes design, development, testing and deployment of all back office modules including but not limited to customer service tool, standard report, revenue operation, fare product configuration, administration, etc. Monitoring tool includes but not limited to visual representation of system entities, status, etc for monitoring purpose with option to export status data.	Lot	\$242,391.00	1	\$242,391.00				
1.3	Third Party Software/License	All third party software and licenses with terms and condition needed to operate Mobile Ticketing System.	Lot	\$154,640.00	1	\$154,640.00				
1.4	Installation and setup	Includes all cost associated including but not limited to intergating the interface, resource, software configuration, cabling (if any), etc	Lot	\$74,676.00	1	\$74,676.00				
1.5	Configurable & customizable reporting tool	Reporting tool includes customizable feature to create adhoc report based on different fields or parameter with option to export the report.	Lot	\$234,673.00	1	\$234,673.00				
1.6	Mobile App	Includes designing, development, testing and publishing of mobile App for atleast prevalent mobile operating systems: iOS (Apple), Android (Google) and Microsoft Phone (Microsoft). Also includes integrating with MARTA "On the Go", "See and Say" app and any other future MARTA apps.	Lot	\$162,779.00	1	\$162,779.00				
1.7	Customer Website	Includes designing, development, testing and publishing of customer website for Mobile Ticketing System.	Lot	\$43,409.00	1	\$43,409.00				
1.8	Integration with Payment Processor	Includes configuration, testing and deployment of the payment processor to link with MARTA's Bank of America Account.	Lot	\$19,535.00	1	\$19,535.00				
1.9	Regional Integration	Includes design, development, configuratin, testing and deployment of all regional interface needed to integrate regional partners to mobile ticketing system.	Lot	\$186,816.00	1	\$186,816.00				
1.10	Any additional Central System items (specify):									
<b>SUB TOTAL CENTRAL SYSTEM - MARTA BACK OFFICE (MANDATORY)</b>						<b>\$1,501,909.00</b>				<b>\$769,076.00</b>

CATEGORY A: FEE FOR SERVICE PRICE PROPOSAL FORM  
 SUB CATEGORY A1: MARTA MANDATORY AND OPTIONAL ITEMS

MOBILE TICKETING SYSTEM FOR THE ATLANTA REGION (MARTA MANDATORY ITEMS)										
MANDATORY ITEMS				ONE-TIME COST (If Applicable)			ANNUAL ONGOING COST (If Applicable)			
ID	ITEM	DESCRIPTIONS	UNIT	UNIT PRICE	QTY	TOTAL PRICE	UNIT	UNIT PRICE	QTY	TOTAL PRICE
<b>2</b>	<b>STATION EQUIPMENT - MARTA (MANDATORY)</b>									
2.1	Network Equipment	Includes all network equipments including but not limited to connectors, switch, router, wireless access point, etc to install the validators.	Lot	\$107,160.00	1	\$107,160.00				
2.2	Fare Gates - Smart Device Validator (SDV) Hardware and Software	All hardware and software needed for a Bi-directional fare gate including but not limited to readers, antennas, displays, mounting casings, operating system, proprietary applications, third party software, etc.	Each	\$2,290.00	642	\$1,470,180.00				
2.3	Installation and retrofitting of Smart Device Validator hardware in 2 Fare Gates per Gate Array	All Gates are Bi-directional Gate. Installation will be done similar to Pilot phase installation which includes all materials and services needed to integrate the SDV to the existing fare gates including but not limited to cables, cabling work, mounting brackets, raceways, resource, etc and as identified in Phase 2A of project implementation	Each	\$1,007.00	200	\$201,400.00				
2.4	Installation and retrofitting of Smart Device Validator hardware in all Fare Gates	Installation includes all materials and services needed to integrate the SDV to the existing fare gates including but not limited to cables, cabling work through conduit, mounting brackets, raceways, resource, etc. The conduit work for underground wiring if any will be assisted by MARTA and as identified in Phase 2B of project implementation)	Each	\$765.00	642	\$491,130.00				
2.5	Any additional Station Equipment items (specify):									
	<b>SUB TOTAL STATION EQUIPMENT - MARTA (MANDATORY)</b>					<b>\$2,269,870.00</b>				
<b>3</b>	<b>VEHICLE EQUIPMENT - MARTA (MANDATORY)</b>									
3.1	MARTA buses - Smart Device Validator (SDV) Hardware and Software	All hardware and software needed for bus including but not limited to readers, antennas, displays, mounting casings, operating system, proprietary applications, third party software, etc.	Each	\$987.00	565	\$557,655.00				
3.2	SDV Installation, including connection to the existing MDT and Wifi/4G wireless communication module	Installation includes all materials and services needed to install SDV on board MARTA bus including but not limited to SDV stanchion, cables, cabling work, mounting brackets, resource, etc.	Each	\$713.00	565	\$402,845.00				
3.3	Integration with existing MDT (2)	All materials and services needed to integrate the SDV to the existing MDTs (Trapeze)	Lot	\$266,250.00	1	\$266,250.00				
3.4	Any additional Vehicle Equipment items (specify):									
	<b>SUB TOTAL VEHICLE EQUIPMENT - MARTA (MANDATORY)</b>					<b>\$1,226,750.00</b>				
<b>4</b>	<b>OTHER (MANDATORY)</b>									
4.1	Test lab	All hardware, software and equipment needed for setting up a test environment parallel and separate from the production environment.	Lot	\$84,660.00	1	\$84,660.00				
4.2	Any additional Other items (specify):									
	<b>SUB TOTAL OTHER (MANDATORY)</b>					<b>\$84,660.00</b>				

CATEGORY A: FEE FOR SERVICE PRICE PROPOSAL FORM  
 SUB CATEGORY A1: MARTA MANDATORY AND OPTIONAL ITEMS

MOBILE TICKETING SYSTEM FOR THE ATLANTA REGION (MARTA MANDATORY ITEMS)											
MANDATORY ITEMS				ONE-TIME COST (If Applicable)				ANNUAL ONGOING COST (If Applicable)			
ID	ITEM	DESCRIPTIONS	UNIT	UNIT PRICE	QTY	TOTAL PRICE	UNIT	UNIT PRICE	QTY	TOTAL PRICE	
<b>S SERVICES - MARTA (MANDATORY)</b>											
5.1	Project Management	All project management services including but not limited to preparing activity/schedules, progress report/status; maintaining regular communication; coordinating implementations; roles and responsibility of involved team, etc.	Lot	\$470,798.00	1	\$470,798.00					
5.2	Design & Engineering	All Design & Engineering work including but not limited to providing design and engineering reviews (CDR, PDR, FDR), gap analysis and as specified in the contract scope of work.	Lot	\$239,743.00	1	\$239,743.00					
5.3	Testing	All testing including but not limited to providing test plans, test procedure, test reports; performing FACI, FAT, PIT, system integration, revenue service test, etc., to insure the requirements identified in scope of work are fulfilled.	Lot	\$165,874.00	1	\$165,874.00					
5.4	Quality Assurance / Quality Control	All quality assurance and control procedures including but not limited to submitting quality assurance and control plans, policies, procedures, methods, instructions, etc.	Lot	\$145,971.00	1	\$145,971.00					
5.5	Training	All training required to operate, service and maintain the MTS including but not limited to train-the-trainer, Operator/station agent training, training MARTA staffs of the fixed-end softwares e.g., reporting tools, CST, etc.	Lot	\$63,541.00	1	\$63,541.00					
5.6	Documentation	All technical and user documents related to supplied equipment and software applications including but not limited to user/operation and maintenance manuals, training materials (digital and hardcopy), plans, designs, Warranty & maintenance information, PCI compliance, etc.	Lot	\$122,995.00	1	\$122,995.00					
5.7	3-year Technical Support, Maintenance & Warranties for Mandatory Hardware, software & wiring.	All technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$413,791.00	3	\$1,241,373.00	
5.8	Option year (1) one Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 4)	Technical support, maintenance and FFSC warranty [REDACTED] set forth in scope of work.					year	\$429,993.00	1	\$429,993.00	
5.9	Option year(2) two Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 5)	Technical support, maintenance and FFSC warranty [REDACTED] system, as set forth in scope of work.					year	\$440,965.00	1	\$440,965.00	
5.10	Option year (3) three Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 6)	Technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$452,953.00	1	\$452,953.00	
5.11	Option year (4) four Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring (Year 7)	Technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$465,866.00	1	\$465,866.00	
5.12	Any additional Service (specify):										
<b>SUB TOTAL SERVICES - MARTA (MANDATORY)</b>						<b>\$1,208,922.00</b>				<b>\$3,031,150.00</b>	
<b>TOTAL MARTA MANDATORY ITEMS</b>			<b>(3)</b>			<b>\$6,292,111.00</b>				<b>\$3,800,226.00</b>	

CATEGORY A: FEE FOR SERVICE PRICE PROPOSAL FORM  
 SUB CATEGORY A1: MARTA MANDATORY AND OPTIONAL ITEMS

MOBILE TICKETING SYSTEM FOR THE ATLANTA REGION (MARTA OPTIONAL ITEMS)										
OPTIONAL ITEMS				ONE-TIME COST (If Applicable)			ANNUAL ONGOING COST (If Applicable)			
ID	ITEM	DESCRIPTIONS	UNIT	UNIT PRICE	QTY	TOTAL PRICE	UNIT	UNIT PRICE	QTY	TOTAL PRICE
<b>6 VEHICLE EQUIPMENT - MARTA MOBILITY (OPTIONAL)</b>										
6.1	MARTA Mobility - Smart Device Validator (SDV) Hardware and Software	All hardware and software needed for mobility vehicle including but not limited to readers, antennas, displays, mounting casings, operating system, proprietary applications, third party software, etc.	Each	\$987.00	211	\$238,257.00				
6.2	SDV Installation, including connection to the existing MDT and Wifi/4G wireless communication module	Installation includes all materials and services needed to install SDV onboard MARTA mobility vehicle including but not limited to SDV stanchion, cables, cabling work, mounting brackets, resource, etc.	Each	\$713.00	211	\$150,443.00				
6.3	Integration with existing MDT (2)	All materials and services needed to integrate the SDV to the existing MDTs (Trapeze)	Lot	\$52,750.00	1	\$52,750.00				
	Any additional Station Equipment Items (specify):									
<b>SUB TOTAL VEHICLE EQUIPMENT - MARTA MOBILITY (OPTIONAL)</b>						<b>\$411,450.00</b>				
<b>7 SERVICES - MARTA (OPTIONAL)</b>										
7.1	Project Management for Optional Items	All project management services including but not limited to preparing activity/schedules, progress report/status; maintaining regular communication; coordinating implementations; roles and responsibility of involved team, etc.	Lot	\$30,000.00	1	\$30,000.00				
7.2	Design & Engineering For Optional Items	All Design & Engineering work including but not limited to providing design and engineering reviews (CDR, PDR, FDR), gap analysis and as specified in the contract scope of work.	Lot	\$7,500.00	1	\$7,500.00				
7.3	Testing for Optional Items	All testing including but not limited to providing test plans, test procedure, test reports; performing FACI, FAT, PIT, system integration, revenue service test, etc., to insure the requirements identified in scope of work are fulfilled.	Lot	\$7,500.00	1	\$7,500.00				
7.4	Quality Assurance / Quality Control for Optional Items	All quality assurance and control procedures including but not limited to submitting quality assurance and control plans, policies, procedures, methods, instructions, etc.	Lot	\$7,500.00	1	\$7,500.00				
7.5	Training for Optional Items	All training required to operate, service and maintain the MTS including but not limited to train-the-trainer, Operator/station agent training, training MARTA staffs of the fixed-end softwares e.g., reporting tools, CST, etc.	Lot	\$5,000.00	1	\$5,000.00				
7.6	Documentation for Optional items	All technical and user documents related to supplied equipment and software applications including but not limited to user/operation and maintenance manuals, training materials (digital and hardcopy), plans, designs, Warranty & maintenance information, PCI compliance, etc.	Lot	\$10,000.00	1	\$10,000.00				
5.7	3-year Technical Support, Maintenance & Warranties for Mandatory Hardware, software & wiring.	All technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$41,600.00	3	\$124,800.00
5.8	Option year (1) one Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 4)	Technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$42,848.00	1	\$42,848.00
5.9	Option year(2) two Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 5)	Technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$44,133.44	1	\$44,133.44

CATEGORY A: FEE FOR SERVICE PRICE PROPOSAL FORM  
 SUB CATEGORY A1: MARTA MANDATORY AND OPTIONAL ITEMS

MOBILE TICKETING SYSTEM FOR THE ATLANTA REGION (MARTA OPTIONAL ITEMS)										
OPTIONAL ITEMS			ONE-TIME COST (If Applicable)				ANNUAL ONGOING COST (If Applicable)			
ID	ITEM	DESCRIPTIONS	UNIT	UNIT PRICE	QTY	TOTAL PRICE	UNIT	UNIT PRICE	QTY	TOTAL PRICE
5.10	Option year (3) three Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 6)	Technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$45,457.44	1	\$45,457.44
5.11	Option year (4) four Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring.(Year 7)	Technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$46,821.17	1	\$46,821.17
7.8	Any additional Service (specify):					50.00				50.00
<b>SUB TOTAL SERVICES - MARTA (OPTIONAL)</b>						<b>\$87,500.00</b>				<b>\$304,060.05</b>
<b>TOTAL MARTA OPTIONAL ITEMS</b>						<b>\$498,950.00</b>				<b>\$304,060.05</b>
MOBILE TICKETING SYSTEM FOR THE ATLANTA REGION (MARTA OPTIONAL ITEMS)										
OPTIONAL ITEMS			ONE-TIME COST (If Applicable)				ANNUAL ONGOING COST (If Applicable)			
<b>TOTAL MARTA MANDATORY AND OPTIONAL ITEMS</b>						<b>\$6,791,061.00</b>				<b>\$4,104,286.05</b>

**Notes:**

- (1) primarily third party dual side hosting cost
- (2) direct third party cost
- (3) optional years 4-7 included in the total

CATEGORY A: FEE FOR SERVICE PRICE PROPOSAL FORM  
 SUB CATEGORY A2: GEORGIA REGIONAL TRANSPORTATION AUTHORITY (OPTIONAL ITEMS)

MOBILE TICKETING SYSTEM FOR THE ATLANTA REGION (GRTA OPTIONAL ITEMS)											
OPTIONAL ITEMS			ONE-TIME COST (If Applicable)				ANNUAL ONGOING COST (If Applicable)				
ID	ITEM	DESCRIPTIONS	UNIT	UNIT PRICE	QTY	TOTAL PRICE	UNIT	UNIT PRICE	QTY	TOTAL PRICE	
<b>1</b>	<b>GRTA BACKOFFICE (OPTIONAL)</b>										
1.1	Regional Back Office website/interface and Monitoring Tool	Includes design, development, testing and deployment of all back office modules including but not limited to customer service tool, standard report, revenue operation, fare product configuration, administration, etc. Monitoring tool includes but not limited to visual representation of system entities, status, etc for monitoring purpose with option to export status data.	Lot	\$7,012.00	1	\$7,012.00	year	\$30,216.00	7 <sup>(1)</sup>	\$211,512.00	
1.2	Integration with Payment Processor	Includes all the necessary process and development for adding regional partner payment gateway to the existing Back office interface.	Lot	\$2,743.00	1	\$2,743.00					
1.3	Configurable & customizable reporting tool	Reporting tool includes customizable feature to create adhoc report based on different fields or parameter with option to export the report.	Lot	\$24,733.00	1	\$24,733.00					
1.4	GRTA App and customer website	Includes designing, development, testing and publishing of customer App and website for Regional Mobile Ticketing System.	Lot	\$21,290.00	1	\$21,290.00					
	Any additional Regional Back Office items (specify):					\$0.00					
	<b>SUB TOTAL GRTA BACKOFFICE (OPTIONAL)</b>					<b>\$55,778.00</b>				<b>\$211,512.00</b>	
<b>2</b>	<b>VEHICLE EQUIPMENT - GRTA (OPTIONAL)</b>										
2.1	GRTA buses - Smart Device Validator (SDV) Hardware and Software	All hardware and software needed for bus including but not limited to readers, antennas, displays, mounting casings, operating system, proprietary applications, third party software, etc.	Each	\$1,200.00	166	\$199,200.00					
2.2	SDV Installation on GRTA	Installation includes all materials and services needed to install SDV onboard GRTA bus including but not limited to SDV stanchion, cables, cabling work, mounting brackets, resource, etc.	Each	\$742.00	166	\$123,172.00					
2.3	Integration with existing MDT (2)	All materials and services needed to integrate the SDV to the existing MDTs (unknown supplier, price is budgetary only)	Lot	\$91,500.00	1	\$91,500.00					
2.4	Integrating COTs SDV to MTS	All development and integration required to integrate Commercial-Off-The-Shelf SDV to MTS	Lot	\$33,200.00	1	\$33,200.00					
	Any additional Vehicle Equipment items (specify):										
	<b>SUB TOTAL VEHICLE EQUIPMENT - GRTA (OPTIONAL)</b>					<b>\$447,072.00</b>				<b>\$0.00</b>	



CATEGORY A: FEE FOR SERVICE PRICE PROPOSAL FORM  
SUB CATEGORY A2: GEORGIA REGIONAL TRANSPORTATION AUTHORITY (OPTIONAL ITEMS)

MOBILE TICKETING SYSTEM FOR THE ATLANTA REGION (GRTA OPTIONAL ITEMS)										
OPTIONAL ITEMS			ONE-TIME COST (If Applicable)				ANNUAL ONGOING COST (If Applicable)			
ID	ITEM	DESCRIPTIONS	UNIT	UNIT PRICE	QTY	TOTAL PRICE	UNIT	UNIT PRICE	QTY	TOTAL PRICE
<b>4</b>	<b>SERVICES - GRTA (OPTIONAL)</b>									
4.1	Project Management	All project management services including but not limited to preparing activity/schedules, progress report/status; maintaining regular communication; coordinating implementations; roles and responsibility of involved team, etc.	Lot	\$54,000.00	1	\$54,000.00				
4.2	Design & Engineering	All Design & Engineering work including but not limited to providing design and engineering reviews, Gap analysis, and as specified in the contract scope of work.	Lot	\$36,000.00	1	\$36,000.00				
4.3	Testing	All testing including but not limited to providing test plans, test procedure, test reports; performing FACI, FAT, PIT, system integration, revenue service test, etc., to insure the requirements identified in scope of work are fulfilled.	Lot	\$24,000.00	1	\$24,000.00				
4.4	Quality Assurance / Quality Control	All quality assurance and control procedures including but not limited to submitting quality assurance and control plans, policies, procedures, methods, instructions, etc.	Lot	\$24,000.00	1	\$24,000.00				
4.5	Training	All training required to operate, service and maintain the MTS including but not limited to train-the-trainer, Operator/station agent training, training GRTA staffs of the fixed-end softwares e.g., reporting tools, CST, etc.	Lot	\$10,000.00	1	\$10,000.00				
4.6	Documentation	All technical and user documents related to supplied equipment and software applications including but not limited to manuals, training materials (digital and hardcopy), plans, designs, Warranty & maintenance information, PCI compliance, etc.	Lot	\$27,000.00	1	\$27,000.00				
4.7	3-year Technical Support, Maintenance & Warranties for Mandatory Hardware, software & wiring.	All technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$38,403.00	3	\$115,209.00
4.8	Option year (1) one Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 4)	Additional technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$39,370.00	1	\$39,370.00
4.9	Option year(2) two Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 5)	Additional technical support, maintenance and FFSC [REDACTED] as set forth in scope of work.					year	\$40,072.00	1	\$40,072.00
4.1	Option year (3) three Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 6)	Additional technical support, maintenance and FFSC [REDACTED] as set forth in scope of work.					year	\$40,786.00	1	\$40,786.00
4.11	Option year (4) four Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring.(Year 7)	Additional technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$41,510.00	1	\$41,510.00
	Any additional Service (specify):					\$0.00				\$0.00
<b>SUB TOTAL SERVICES - GRTA (OPTIONAL)</b>						<b>\$175,000.00</b>				<b>\$276,947.00</b>
<b>TOTAL GRTA OPTIONAL ITEMS</b>						<b>\$677,850.00</b>				<b>\$488,459.00</b>

**Notes:**

- (1) primarily third party dual side hosting cost
- (2) direct third party cost

CATEGORY A: FEE FOR SERVICE PRICE PROPOSAL FORM  
 SUB CATEGORY A3: GWINNETT COUNTY TRANSIT (OPTIONAL ITEMS)

MOBILE TICKETING SYSTEM FOR THE ATLANTA REGION (GCT OPTIONAL ITEMS)										
OPTIONAL ITEMS			ONE-TIME COST (If Applicable)				ANNUAL ONGOING COST (If Applicable)			
ID	ITEM	DESCRIPTIONS	UNIT	UNIT PRICE	QTY	TOTAL PRICE	UNIT	UNIT PRICE	QTY	TOTAL PRICE
<b>1</b>	<b>GCT REGIONAL BACKOFFICE (OPTIONAL)</b>									
1.1	Regional Back Office website/interface and Monitoring Tool	Includes design, development, testing and deployment of all back office modules including but not limited to customer service tool, standard report, revenue operation, fare product configuration, administration, etc. Monitoring tool includes but not limited to visual representation of system entities, status, etc for monitoring purpose with option to export status data.	Lot	\$6,496.00	1	\$6,496.00	year	\$16,960.00	7 <sup>(1)</sup>	\$118,720.00
1.2	Integration with Payment Processor	Includes all the necessary process and development for adding regional partner payment gateway to the existing Back office interface.	Lot	\$2,743.00	1	\$2,743.00				
1.3	Configurable & customizable reporting tool	Reporting tool includes customizable feature to create adhoc report based on different fields or parameter with option to export the report.	Lot	\$24,733.00	1	\$24,733.00				
1.4	GCT App and customer website	Includes designing, development, testing and publishing of customer App and website for Regional Mobile Ticketing System.	Lot	\$21,290.00	1	\$21,290.00				
	Any additional Regional Back Office items (specify):					\$0.00				
	<b>SUB TOTAL GCT REGIONAL BACKOFFICE (OPTIONAL)</b>					<b>\$55,262.00</b>				<b>\$118,720.00</b>
<b>2</b>	<b>VEHICLE EQUIPMENT - GCT (OPTIONAL)</b>									
2.1	GCT Buses - Smart Device Validator (SDV) Hardware and Software	All hardware and software needed for bus including but not limited to readers, antennas, displays, mounting casings, operating system, proprietary applications, third party software, etc.	Each	\$1,250.00	71	\$88,750.00				
2.2	SDV Installation on GCT buses	Installation includes all materials and services needed to install SDV onboard GCT bus including but not limited to SDV stanchion, cables, cabling work, mounting brackets, resource, etc.	Each	\$762.00	71	\$54,102.00				
2.3	GCT Paratransit - Smart Device Validator (SDV) Hardware and Software	All hardware and software needed for paratransit vehicle including but not limited to readers, antennas, displays, mounting casings, operating system, proprietary applications, third party software, etc.	Each	\$1,250.00	10	\$12,500.00				
2.4	SDV Installation on GCT Paratransit vehicle	Installation includes all materials and services needed to install SDV onboard GCT paratransit including but not limited to SDV stanchion, cables, cabling work, mounting brackets, resource, etc.	Each	\$762.00	10	\$7,620.00				
2.5	Integration with existing MDT <sup>(2)</sup>	All materials and services needed to integrate the SDV to the existing MDTs (Aval)	Lot	\$70,250.00	1	\$70,250.00				
2.6	Integrating COTs SDV to MTS	All development and integration required to integrate Commercial-Off-The-Shelf SDV to MTS	Lot	\$16,200.00	1	\$16,200.00				
	Any additional Vehicle Equipment items (specify):									
	<b>SUB TOTAL VEHICLE EQUIPMENT - GCT (OPTIONAL)</b>					<b>\$249,422.00</b>				<b>\$0.00</b>

FORM 3 - BAFO

CATEGORY A: FEE FOR SERVICE PRICE PROPOSAL FORM  
 SUB CATEGORY A3: GWINNETT COUNTY TRANSIT (OPTIONAL ITEMS)

MOBILE TICKETING SYSTEM FOR THE ATLANTA REGION (GCT OPTIONAL ITEMS)										
OPTIONAL ITEMS			ONE-TIME COST (If Applicable)				ANNUAL ONGOING COST (If Applicable)			
ID	ITEM	DESCRIPTIONS	UNIT	UNIT PRICE	QTY	TOTAL PRICE	UNIT	UNIT PRICE	QTY	TOTAL PRICE
4	SERVICES - GCT (OPTIONAL)									
4.1	Project Management	All project management services including but not limited to preparing activity/schedules, progress report/status; maintaining regular communication; coordinating implementations; roles and responsibility of involved team, etc.	Lot	\$48,000.00	1	\$48,000.00				
4.2	Design & Engineering	All Design & Engineering work including but not limited to providing design and engineering reviews, Gap analysis, and as specified in the contract scope of work.	Lot	\$32,000.00	1	\$32,000.00				
4.3	Testing	All testing including but not limited to providing test plans, test procedure, test reports; performing FACI, FAT, PIT, system integration, revenue service test, etc., to insure the requirements identified in scope of work are fulfilled.	Lot	\$21,000.00	1	\$21,000.00				
4.4	Quality Assurance / Quality Control	All quality assurance and control procedures including but not limited to submitting quality assurance and control plans, policies, procedures, methods, instructions, etc.	Lot	\$21,000.00	1	\$21,000.00				
4.5	Training	All training required to operate, service and maintain the MTS including but not limited to train-the-trainer, Operator/station agent training, training GCT staffs of the fixed-end softwares e.g., reporting tools, CST, etc.	Lot	\$10,000.00	1	\$10,000.00				
4.6	Documentation	All technical and user documents related to supplied equipment and software applications including but not limited to manuals, training materials (digital and hardcopy), plans, designs, Warranty & maintenance information, PCI compliance, etc.	Lot	\$18,000.00	1	\$18,000.00				
4.7	3-year Technical Support, Maintenance & Warranties for Mandatory Hardware, software & wiring.	All technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$27,303.00	3	\$81,909.00
4.8	Option year (1) one Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 4)	Additional technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$28,111.00	1	\$28,111.00
4.9	Option year(2) two Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 5)	Additional technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$28,707.00	1	\$28,707.00
4.1	Option year (3) three Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 6)	Additional technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$29,311.00	1	\$29,311.00
4.11	Option year (4) four Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 7)	Additional technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$29,926.00	1	\$29,926.00
4.12	Any additional Service (specify):					\$0.00				\$0.00
<b>SUB TOTAL SERVICES - GCT (OPTIONAL)</b>						<b>\$150,000.00</b>				<b>\$197,964.00</b>
<b>TOTAL GCT OPTIONAL ITEMS</b>						<b>\$454,684.00</b>				<b>\$316,684.00</b>

Notes:

- (1) primarily third party dual side hosting cost
- (2) direct third party cost

CATEGORY A: FEE FOR SERVICE PRICE PROPOSAL FORM  
 SUB CATEGORY A4: COBB COUNTY TRANSIT (OPTIONAL ITEMS)

MOBILE TICKETING SYSTEM FOR THE ATLANTA REGION (CCT OPTIONAL ITEMS)										
OPTIONAL ITEMS			ONE-TIME COST (If Applicable)				ANNUAL ONGOING COST (If Applicable)			
ID	ITEM	DESCRIPTIONS	UNIT	UNIT PRICE	QTY	TOTAL PRICE	UNIT	UNIT PRICE	QTY	TOTAL PRICE
<b>1</b>	<b>CCT REGIONAL BACKOFFICE (OPTIONAL)</b>									
1.1	Regional Back Office website/interface and Monitoring Tool	Includes design, development, testing and deployment of all back office modules including but not limited to customer service tool, standard report, revenue operation, fare product configuration, administration, etc. Monitoring tool includes but not limited to visual representation of system entities, status, etc for monitoring purpose with option to export status data	Lot	\$6,806.00	1	\$6,806.00	year	\$21,951.00	7 <sup>(1)</sup>	\$153,657.00
1.2	Integration with Payment Processor	Includes all the necessary process and development for adding regional partner payment gateway to the existing Back office interface.	Lot	\$2,743.00	1	\$2,743.00				
1.3	Configurable & customizable reporting tool	Reporting tool includes customizable feature to create adhoc report based on different fields or parameter with option to export the report.	Lot	\$24,733.00	1	\$24,733.00				
1.4	CCT App and customer website	Includes designing, development, testing and publishing of customer App and website for Regional Mobile Ticketing System.	Lot	\$21,290.00	1	\$21,290.00				
	Any additional Regional Back Office items (specify):					\$0.00				
	<b>SUB TOTAL CCT REGIONAL BACKOFFICE (OPTIONAL)</b>					<b>\$55,572.00</b>				<b>\$153,657.00</b>
<b>2</b>	<b>VEHICLE EQUIPMENT - CCT (OPTIONAL)</b>									
2.1	CCT Buses - Smart Device Validator (SDV) Hardware and Software	All hardware and software needed for bus including but not limited to readers, antennas, displays, mounting casings, operating system, proprietary applications, third party software, etc.	Each	\$1,225.00	84	\$102,900.00				
2.2	SDV Installation on CCT buses	Installation includes all materials and services needed to install SDV onboard CCT bus including but not limited to SDV stanchion, cables, cabling work, mounting brackets, resource, etc.	Each	\$755.00	84	\$63,420.00				
2.3	CCT Paratransit - Smart Device Validator (SDV) Hardware and Software	All hardware and software needed for paratransit vehicle including but not limited to readers, antennas, displays, mounting casings, operating system, proprietary applications, third party software, etc.	Each	\$1,225.00	29	\$35,525.00				
2.4	SDV Installation on CCT Paratransit vehicle	Installation includes all materials and services needed to install SDV onboard CCT paratransit including but not limited to SDV stanchion, cables, cabling work, mounting brackets, resource, etc.	Each	\$755.00	29	\$21,895.00				
2.5	Integration with existing MDT (2)	All materials and services needed to integrate the SDV to the existing MDTs (Clever Devices)	Lot	\$78,250.00	1	\$78,250.00				
2.6	Integrating COTs SDV to MTS	All development and integration required to integrate Commercial-Off-The- Shelf SDV to MTS	Lot	\$22,600.00	1	\$22,600.00				
	Any additional Vehicle Equipment items (specify):					\$0.00				
	<b>SUB TOTAL VEHICLE EQUIPMENT - CCT (OPTIONAL)</b>					<b>\$324,590.00</b>				<b>\$0.00</b>

CATEGORY A: FEE FOR SERVICE PRICE PROPOSAL FORM  
 SUB CATEGORY A4: COBB COUNTY TRANSIT (OPTIONAL ITEMS)

MOBILE TICKETING SYSTEM FOR THE ATLANTA REGION (CCT OPTIONAL ITEMS)										
OPTIONAL ITEMS			ONE-TIME COST (If Applicable)				ANNUAL ONGOING COST (If Applicable)			
ID	ITEM	DESCRIPTIONS	UNIT	UNIT PRICE	QTY	TOTAL PRICE	UNIT	UNIT PRICE	QTY	TOTAL PRICE
4	<b>SERVICES - CCT (OPTIONAL)</b>									
4.1	Project Management	All project management services including but not limited to preparing activity/schedules, progress report/status; maintaining regular communication; coordinating implementations; roles and responsibility of involved team, etc.	Lot	\$54,000.00	1	\$54,000.00				
4.2	Design & Engineering	All Design & Engineering work including but not limited to providing design and engineering reviews, Gap analysis, and as specified in the contract scope of work.	Lot	\$36,000.00	1	\$36,000.00				
4.3	Testing	All testing including but not limited to providing test plans, test procedure, test reports; performing FACI, FAT, PIT, system integration, revenue service test, etc., to insure the requirements identified in scope of work are fulfilled	Lot	\$24,000.00	1	\$24,000.00				
4.4	Quality Assurance / Quality Control	All quality assurance and control procedures including but not limited to submitting quality assurance and control plans, policies, procedures, methods, instructions, etc.	Lot	\$24,000.00	1	\$24,000.00				
4.5	Training	All training required to operate, service and maintain the MTS including but not limited to train the-trainer, Operator/station agent training, training CCT staffs of the fixed-end softwares e.g., reporting tools, CST, etc.	Lot	\$10,000.00	1	\$10,000.00				
4.6	Documentation	All technical and user documents related to supplied equipment and software applications including but not limited to manuals, training materials (digital and hardcopy), plans, designs, Warranty & maintenance information, PCI compliance, etc.	Lot	\$22,000.00	1	\$22,000.00				
4.7	3-year Technical Support, Maintenance & Warranties for Mandatory Hardware, software & wiring.	All technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$30,986.00	3	\$92,958.00
4.8	Option year (1) one Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 4)	Additional technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$31,815.00	1	\$31,815.00
4.9	Option year(2) two Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 5)	Additional technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$32,435.00	1	\$32,435.00
4.1	Option year (3) three Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 6)	Additional technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$33,062.00	1	\$33,062.00
4.11	Option year (4) four Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring.(Year 7)	Additional technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$33,701.00	1	\$33,701.00
4.12	Any additional Service (specify):					\$0.00				\$0.00
	<b>SUB TOTAL SERVICES - CCT (OPTIONAL)</b>					\$170,000.00				\$223,971.00
	<b>TOTAL CCT OPTIONAL ITEMS</b>					\$550,162.00				\$377,628.00

Notes:  
 (1) primarily third party dual side hosting cost  
 (2) direct third party cost

CATEGORY A: FEE FOR SERVICE PRICE PROPOSAL FORM  
 SUB CATEGORY A5: ATLANTA STREET CAR (OPTIONAL ITEMS)

MOBILE TICKETING SYSTEM FOR THE ATLANTA REGION (Atlanta Streetcar OPTIONAL ITEMS)											
OPTIONAL ITEMS			ONE-TIME COST (If Applicable)				ANNUAL ONGOING COST (If Applicable)				
ID	ITEM	DESCRIPTIONS	UNIT	UNIT PRICE	QTY	TOTAL PRICE	UNIT	UNIT PRICE	QTY	TOTAL PRICE	
<b>1</b>	<b>ATLANTA STREETCAR BACKOFFICE (OPTIONAL)</b>										
1.1	Regional Back Office website/interface and Monitoring Tool	Includes design, development, testing and deployment of all back office modules including but not limited to customer service tool, standard report, revenue operation, fare product configuration, administration, etc. Monitoring tool includes but not limited to visual representation of system entities, status, etc for monitoring purpose with option to export status data.	Lot	\$5,672.00	1	\$5,672.00	year	\$6,823.00	7 (1)	\$47,761.00	
1.2	Integration with Payment Processor	Includes all the necessary process and development for adding regional partner payment gateway to the existing Back office interface.	Lot	\$2,743.00	1	\$2,743.00					
1.3	Configurable & customizable reporting tool	Reporting tool includes customizable feature to create adhoc report based on different fields or parameter with option to export the report.	Lot	\$24,733.00	1	\$24,733.00					
1.4	ATLANTA STREET CAR App and customer website	Includes designing, development, testing and publishing of customer App and website for Regional Mobile Ticketing System.	Lot	\$21,290.00	1	\$21,290.00					
	Any additional Regional Back Office items (specify):					\$0.00					
	<b>SUB TOTAL ATLANTA STREETCAR BACKOFFICE (OPTIONAL)</b>					<b>\$54,438.00</b>				<b>\$47,761.00</b>	
<b>2</b>	<b>VEHICLE EQUIPMENT - ATLANTA STREETCAR (OPTIONAL)</b>										
2.1	ATLANTA STREET CAR - Smart Device Validator (SDV) Hardware and Software	All hardware and software needed for bus including but not limited to readers, antennas, displays, mounting casings, operating system, proprietary applications, third party software, etc.	Each	\$1,375.00	16	\$22,000.00					
2.2	SDV Installation on ATLANTA STREET CAR	Installation includes all materials and services needed to install SDV onboard ATLANTA STREET CAR including but not limited to SDV stanchion, cables, cabling work, mounting brackets, resource, etc.	Each	\$787.00	16	\$12,592.00					
2.3	Integration with existing MDT (2)	All materials and services needed to integrate the SDV to the existing MDTs (provider not provided, pricing only budgetary)	Lot	\$54,000.00	1	\$54,000.00					
2.4	Integrating COTs SDV to MTS	All development and integration required to integrate Commercial-Off-The-Shelf SDV to MTS	Lot	\$3,200.00	1	\$3,200.00					
	Any additional Vehicle Equipment items (specify):										
	<b>SUB TOTAL VEHICLE EQUIPMENT - ATLANTA STREETCAR (OPTIONAL)</b>					<b>\$91,792.00</b>				<b>\$0.00</b>	

CATEGORY A: FEE FOR SERVICE PRICE PROPOSAL FORM  
 SUB CATEGORY A5: ATLANTA STREET CAR (OPTIONAL ITEMS)

MOBILE TICKETING SYSTEM FOR THE ATLANTA REGION (Atlanta Streetcar OPTIONAL ITEMS)										
OPTIONAL ITEMS			ONE-TIME COST (If Applicable)				ANNUAL ONGOING COST (If Applicable)			
ID	ITEM	DESCRIPTIONS	UNIT	UNIT PRICE	QTY	TOTAL PRICE	UNIT	UNIT PRICE	QTY	TOTAL PRICE
<b>4 SERVICES - ATLANTA STREETCAR (OPTIONAL)</b>										
4.1	Project Management	All project management services including but not limited to preparing activity/schedules, progress report/status; maintaining regular communication; coordinating implementations; roles and responsibility of involved team, etc.	Lot	\$36,000.00	1	\$36,000.00				
4.2	Design & Engineering	All Design & Engineering work including but not limited to providing design and engineering reviews, Gap analysis, and as specified in the contract scope of work.	Lot	\$26,000.00	1	\$26,000.00				
4.3	Testing	All testing including but not limited to providing test plans, test procedure, test reports; performing FACI, FAT, PIT, system integration, revenue service test, etc., to insure the requirements identified in scope of work are fulfilled.	Lot	\$17,000.00	1	\$17,000.00				
4.4	Quality Assurance / Quality Control	All quality assurance and control procedures including but not limited to submitting quality assurance and control plans, policies, procedures, methods, instructions, etc.	Lot	\$17,000.00	1	\$17,000.00				
4.5	Training	All training required to operate, service and maintain the MTS including but not limited to train-the-trainer, Operator/station agent training, training Atlanta Streetcar staffs of the fixed-end softwares e.g., reporting tools, CST, etc.	Lot	\$10,000.00	1	\$10,000.00				
4.6	Documentation	All technical and user documents related to supplied equipment and software applications including but not limited to manuals, training materials (digital and hardcopy), plans, designs, Warranty & maintenance information, PCI compliance, etc.	Lot	\$10,000.00	1	\$10,000.00				
4.7	3-year Technical Support, Maintenance & Warranties for Mandatory Hardware, software & wiring.	All technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$15,935.00	3	\$47,805.00
4.8	Option year (1) one Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 4)	Additional technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$16,408.00	1	\$16,408.00
4.9	Option year(2) two Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 5)	Additional technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$16,824.00	1	\$16,824.00
4.1	Option year (3) three Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 6)	Additional technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$17,242.00	1	\$17,242.00
4.11	Option year (4) four Technical Support, Maintenance & Warranties for Mandatory Hardware, software and wiring. (Year 7)	Additional technical support, maintenance and FFSC warranty [REDACTED] as set forth in scope of work.					year	\$17,665.00	1	\$17,665.00
	Any additional Service (specify):					\$0.00				\$0.00
<b>SUB TOTAL SERVICES - ATLANTA STREETCAR (OPTIONAL)</b>						<b>\$116,000.00</b>				<b>\$115,944.00</b>
<b>TOTAL ATLANTA STREETCAR OPTIONAL ITEMS</b>						<b>\$262,230.00</b>				<b>\$163,705.00</b>

**Notes:**

- (1) primarily third party dual side hosting cost
- (2) direct third party cost

**EXHIBIT D**  
**INSURANCE AND BONDING REQUIREMENTS**

**A. Preamble**

The following requirements apply to all work under the Contract. Compliance is required by the Contractor. **To the extent permitted by applicable law, MARTA reserves the right to adjust or waive any insurance or bonding requirements contained in this Exhibit D.**

1. Evidence of Insurance Required Before Work Begins

**No work under the Contract may be commenced until all insurance and bonding requirements contained in this Exhibit D, or required by applicable law, have been complied with and evidence of such compliance satisfactory to MARTA as to form and content has been filed with MARTA.** Contractor must provide MARTA with a Certificate of Insurance that clearly and unconditionally indicates that Contractor has complied with all insurance and bonding requirements set forth in this Exhibit D. If the Contractor is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Exhibit D must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide. The ratings for each company must be indicated on the documentation provided by Contractor to MARTA certifying that all insurance and bonding requirements set forth in this Exhibit D and applicable to the Contract have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the Contract must meet the following requirements:

- (a) Best's Rating not less than A-;
- (b) Best's Financial Size Category not less than Class IV;
- (c) Companies must be eligible to conduct and transact insurance contracts by the Insurance Commissioner of the State of Georgia; and
- (d) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to MARTA, MARTA will notify Contractor in writing. Contractor must promptly obtain a new policy or bond issued by an insurer acceptable to MARTA and submit to MARTA evidence of its compliance with these conditions.

Contractor's failure to comply with all insurance and bonding requirements set forth in this Exhibit D and applicable to the agreement will not relieve Contractor from any liability under the agreement. Contractor's obligations to comply with all insurance and bonding requirements set forth in Exhibit D and applicable to the agreement will not be construed to conflict with or limit Contractor's indemnification obligations under the Contract.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Exhibit D must be maintained during the entire term of the Contract, including any renewal or extension terms, and until all work has been completed to the satisfaction of MARTA.



4. Notices of Cancellation & Renewal

Contractor must, notify MARTA in writing at the address listed below by mail, hand-delivery or facsimile transmission, at least thirty (30) days prior to cancellation or non-renewal of any required coverage that is not replaced. Notice shall be provided to:

Risk Management Department  
2424 Piedmont Road, N.E.  
Atlanta, GA 30324-3330  
Facsimile No. (404) 848-4549

Contractor shall provide MARTA with evidence of required insurance prior to the commencement of the Contract, and, thereafter, with a certificate evidencing renewals at least ten (10) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent or broker acting as authorized representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. MARTA coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions. In addition, each and every agent or broker shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

6. Certificate Holder

MARTA must be named as certificate holder. All notices must be mailed to the attention of **Risk Management Department at 2424 Piedmont Road, N.E., Atlanta, Georgia 30324-3330.**

7. Contract Number & Name

The contract number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements – Form CG 20 26 07 04 or their carrier equivalent

MARTA shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Contract, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the State of Georgia. A copy of the Additional Insured Endorsement or its equivalent must be forwarded to the Risk Management Department as soon as practicable but in no event more than ten (10) days after the execution date of the Contract or within 30 days of renewal of any required liability coverage.

9. Mandatory Sub-Contractor Compliance

Contractor must require and ensure that all sub-Contractors at all tiers to be sufficiently insured/bonded.

10. Self-Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the Contractor.

**B. Workers' Compensation and Employer's Liability Insurance**

Contractor must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the Contract:

Workers' Compensation Employer's Liability:	State of Georgia Statutory Coverage
Bodily Injury by Accident/Disease	\$1,000,000.00 each accident
Bodily Injury by Accident/Disease	\$1,000,000.00 each employee
Bodily Injury by Accident/Disease	\$1,000,000.00 policy limit

**C. Commercial General Liability Insurance**

Contractor must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount of **\$1,000,000.00** per occurrence and in the aggregate. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Independent Contractor/Sub-Contractor
- Additional Insured Endorsement\* (primary& non-contributing in favor of MARTA)
- Waiver of Subrogation in favor of MARTA

**D. Commercial Automobile Liability Insurance**

Contractor must procure and maintain Automobile Liability Insurance in an amount of **\$500,000.00** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of MARTA

If Contractor does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor's personal automobile policy or the Commercial General Liability coverage required under this Exhibit D.

**E. Excess or Umbrella Liability Insurance**

- Coverage must follow form with primary policy
- May be used to achieve minimum general and auto liability limits
- Coverage must be as broad as primary policy

**F. Property Coverage/Inland Marine**

Contractor shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/ or personal property.

**G. Professional Liability Insurance**

Contractor shall procure and maintain all Professional Liability Insurance on Form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000.00** per occurrence.

H. Performance and Payment Bonds

None.

[END OF EXHIBIT D]

**EXHIBIT E**  
**CERTIFICATION OF NO CONFLICT OF INTEREST**

See Attached.

**CERTIFICATION OF NO CONFLICT OF INTEREST**

Except as may be identified and explained below, the undersigned hereby certifies that,

no member of the Board of Directors, officer, employee or former employee of the Metropolitan Atlanta Rapid Transit Authority, pursuant to the Authority's Code of Ethics.

AND

no elected, appointed, and employed official or employee of the State of Georgia and of a governing body, instrumentality, or political subdivision within the territory comprising the City of Atlanta, Counties of Fulton, and DeKalb, Clayton or Gwinnett, Georgia

AND

no relative of persons described above,

AND

no member of and delegate to the Congress of the United States

has an interest whatsoever (regardless of how indirect and how remote that interest may be) in Proponent's organization and in the proceeds of a Contract and agreement which might be made between Proponent and the Metropolitan Atlanta Rapid Transit Authority as a result of the proposal, quote, bid and/or qualification statement accompanied by this certification; no person who is or who during the past twelve months has been a member of the Board of Directors, an officer, or an employee of the Metropolitan Atlanta Rapid Transit Authority is employed by or on behalf of the Proponent's organization.

The undersigned certifies that he/she is legally authorized by the Proponent to make the above representation, and that the representation is true to the best of his/her knowledge and belief and without deliberate omission of any inquiry which would to the best of his/her belief tend to change the above representation. The undersigned understands that any representation made knowing it to be false may disqualify the Proponent from being awarded the Contract, agreement and future work by the Authority.

**NOTE: THIS CERTIFICATION MUST BE SIGNED AND SUBMITTED PRIOR TO AWARD.**

Signature Ron Vendetti

Name Ron Vendetti Title Controller

Date of Signing March 11, 2015 Tel. # ( 678 ) 473-6400 Fax # (678 ) 473-9003

Firm or Corporate Name Kapsch TrafficCom USA, Inc.

Address 2855 Premiere Parkeay, Suite F Duluth, GA 30097

**EXHIBIT F**  
**OPERATING REPORTS**

See Attached.

Title of Report	Usage/Description
Entry Exit Average Time	Average Time between System Entry and System Exit by Date Period (Start Date to End Date) by Service Day Type (Weekday/Saturday/ Sunday) by Time Increment (in 15 minute periods) for specified Station(s) of System Entry and Exit
Ridership Transfers	Transfer Entries by Type (Bus-to-Bus, Rail-to-Bus, Bus-to-Rail, inferred Rail-to-Rail from Exit info) by Transfer to/from Operator (Cobb, MARTA, etc) by Date Period (Start Date to End Date)
Linked Trips	Non-Transfer Entries by Mode (Bus, Paratransit, Rail) by Fare Instrument Category (Cobb County, Reduced Fare, LUCSC Pass, etc) by Fare Instrument (HF 1 Trip, HF 10 Trip, HF 20 Trip, etc) by Date Period (Start Date to End Date)
Ridership Totals by Category and Time of Day	Ridership by Facility (Garage, Station, etc) by Date Period (Start Date to End Date), listed by Service Day Type (Weekday/Saturday/Sunday) by Fare Instrument Category (Cobb County, Reduced Fare, LUCSC Pass, etc) by Time Period (Early AM/AM Peak/Midday/PM Peak/Evening/Night)
Ridership Totals by Device and Time of Day	Ridership by Facility (Garage, Station, etc) by Date Period (Start Date to End Date) by Device ID #, listed by Time Period (Early AM/AM Peak/Midday/PM Peak/Evening/Night) – for Bus Device IDs, Bus # also is listed
Ridership Totals by Device and Category	Ridership by Facility (Garage, Station, etc) by Date Period (Start Date to End Date) by Device ID #, listed by Time Period (Early AM/AM Peak/Midday/PM Peak/Evening/Night) and by Fare Instrument Category (Cobb County, CSC Half Fare, LUCSC Pass, etc) – for Bus Device IDs, Bus # also is listed
Ridership Totals by Facility	Ridership by Facility (Garage, Station, etc) by Date Period (Start Date to End Date), listed by Service Day Type (Weekday/Saturday/Sunday) by Device Type Name (Driver Control Unit, Reversible Gate/Barrier, etc) by Time Period (Early AM/AM Peak/Midday/PM Peak/Evening/Night)
Ridership Totals by Route, Category, and Time of Day	Ridership by Facility (Garage, Station, etc) by Date Period (Start Date to End Date), listed by Service Day Type (Weekday/Saturday/Sunday) by Bus Route by Time Period (Early AM/AM Peak/Midday/PM Peak/Evening/Night)
Rail CSC Entry / Exit Summary by Facility	Rail System Entries by Station by Date Period (Start Date to End Date) by Time Increment (in 15 minute periods) for specified Station(s) of System Exit
Ridership Totals by Fare Instrument Summary	Ridership by Facility (Garage, Station, etc) by Date Period (Start Date to End Date) by Service Day Type (Weekday/Saturday/Sunday), listed by Device Type Name (Driver Control Unit, Reversible Gate/Barrier, etc) by Fare Instrument Category (Cobb County, CSC Half Fare, LUCSC Pass, etc) by Fare Instrument (HF 1 Trip, HF 10 Trip, HF 20 Trip, etc)
Entry / Exit Report	Report that lists the entry and exit counts for a specified date and location, broken down by the hour of the day  Smart Device Entries and Exits by Facility (Garage, Station, etc) by Date Period (Start Date to End Date), by Validation Device type (DCU, RVG, SAG, etc), listed by hour (starting at 02:00, ending at 01:00)
Personnel Access Control	Report that lists the type of device access for all employee who have access to the AFC system; used to ensure employees have correct access
Control Center Users	Report that lists the access groups/ modules for all employees who have access to the AFC system; used to ensure employees have correct access
Sales Totals Summary by Fare Product	Report that lists the sales totals for all fare products broken down sales performed through the App and the Website.
Sales Count by Device	Report that lists the sales counts for all fare products by device / account.
Client Line Card Processing Summary	Captures the total amount of transactions from smart devices broken down by bank card, bank account, pay pal and the rest of payment options; used to reconcile payments.
Device/AccountTransaction History	Report that lists all transactions on selected device(s)/account(s) for a specific time frame; used to resolve variances & research purposes (i.e. identify misuse of Annual passes). This report also lists the usage of smart devices at a particular validator within a specified date and time range. This report provides a means of tracking down an error, fraudulent activity or for a possible refund to be given to the patron.

Transit Account Transaction History	<p>This report provides a means by which customer service personnel can determine how a particular smart device/account has been used, in response to questions from patrons. It also provides personnel with a tool to assist in tracking down fraudulent use of the system. This report is used to provide Legal with information necessary for an investigation.</p> <p>Transaction Type (Pass Entry Tag On, Pass Exit Tag Off, etc) by Transaction Status (Success, Invalid, Passback, etc) by Facility (Garage, Station, etc) by Bus/Gate Number by Date Period (Start Date to End Date) by Time Increment (in 15 minute periods) for designated Account(s)</p>
Purchases	The modified report lists Device/Account ID #, Debit/Credit Card # (last 4 digits), Account #, Retrieval Reference #, and Transaction Amount for all purchases performed through the customer smart devices on the business date(s) specified. This report is used for investigation and research of chargeback notices received.
Web Ticketing Revenue Report	Shows the Web Ticketing sales by Fare Product and Grand Total. This report is used to reconcile revenue and research Web Ticketing transactions.
Hot listed Accounts / Smart Devices	Media sales uses this report to show all devices/accounts that are hot listed in the System
Directed Autoloads Currently Pending	This is a report that provides Media Sales the capability to track customer purchases. The Directed Autoloads Currently Pending report provides the details of the Directed Autoload transactions that are pending prior to the selected dates.
Directed Autoload Details	This is a report that provides the details of the Directed Autoload transactions that have been set up or delivered during the selected date range broken down by Agency and type of service (Train, Fixed Route, Paratransit, etc.). This report lets us track patrons' purchases based upon product, type, location, and delivery time.
Directed Autoload Exception	This is a report that provides information about the directed autoload transactions that failed or expired within the selected date range. This report provides a means of responding to patron inquiries and troubleshooting issues related to Directed Autoload exceptions.
Threshold Autoload Setup Summary	The Threshold Autoload Setup Summary report provides a summary of the Threshold Autoload setups within the selected date range. This is a report that shows the entire company threshold autoloads by products that have been loaded to the smart devices / accounts.
Threshold Autoload Setup Details	The Threshold Autoload Setup Details report provides information about successful Threshold Autoload setups that occurred during the selected date range. This report shows the entire company threshold auto loads by transactions that have been loaded to the rider accounts.
Threshold Autoload Setup Exceptions	This a report that provides information about the Threshold Autoloads Setup transactions that failed, expired, or were cancelled during the selected date range. This report provides Media Sales with a means of responding to customer inquiries and troubleshooting issues related to Threshold Autoload Setup exceptions.
Threshold Autoload Transaction Details	This report provides information about the Threshold Autoload transactions that have occurred during the selected date range. This report provides Media Sales with a means of tracking customer purchases based upon transaction status, product type, vendor type and value added.
Device Event History	This report provides data from the event messages received from the field equipment at a selected transit location for a selected date range. This report provides Media Sales with information to help investigate possible problems with the field equipment in the system.
Daily Summary Report	This is a report that shows all of the individual charges (bank cards, bank accounts, paypal,...) for the day.
Sales Totals by Fare Product selecting MARTA Rail and Regional Partner Passes	Shows the Regional Partner Passes dollar value and count sold. Used to show Regional Partner where their Passes are being sold by dollar amount and count. Also used to calculate merchant bank fees incurred by MARTA when passes are sold using credit and debit.
Directed Autoload Delivery Details Web Ticketing - Regional Partner Pass Sales Reports	Shows the Autoloads of Regional Partner's Pass Sales through Web Ticketing on Each Regional Partner System. Used to calculate and verify the Autoloads of the Regional Partner Passes that need to be researched and possible manual adjustments.
Directed Autoload Delivery Details	Shows all Autoloads throughout the Regional MTS for each Operator. It is used to research Autoloads for any necessary manual adjustments
Device Event History	Report provides data from the event messages received from field equipment at selected location and date range; used to identify field equipment maintenance failures & research BTI forms.



**APPENDIX A**  
**DEPARTMENT OF DIVERSITY AND INCLUSION REQUIREMENTS**

See Attached.

**B SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

As specified in Part II of these EEO/DBE specifications, Contractors are to present the details of disadvantaged business participation below.

Name of Disadvantaged Business Enterprise	Address	Type of work and contract item or parts thereof to be performed	Projected commencement & completion date of work	* Agreed Upon Price w/ DBEs owned and controlled by minorities	* Agreed Upon Price w/ DBEs owned and controlled by women
AQUAS, INCORPORATED	4833 RUGBY AVE., SUITE 500 Bethesda, MD	Validator installation and maintenance services	NTP + 3months -18 months (per sched)	\$530,000	
INTELLECTUAL CONCEPTS, LLC	227 SANDY SPRINGS PL., N.E., STE. D74 SANDY SPRINGS, GA 30328	Installation support, PM support, QA/QC, training	NTP +1 month - 18m		\$300,000
DROPS MOBILE ELECTRONICS, INC.	1 Meca Way Norcross, GA 30093	Validator installation and maintenance services	NTP +3months -18 months (per sched)	\$360,000	
DROPS MOBILE ELECTRONICS, INC.	1 Meca Way Norcross, GA 30093	Equipment Maintenance Plus Optional Installs	Years 4-7	\$990,000	
<b>Totals</b>				\$1,880,000	\$300,000

\*Dollar value of each DBE agreement should be listed in one, not both of the "Agreed Upon Price" column; totals of the columns are to at least equal the DBE goals.

**C. CERTIFICATION**

The undersigned certifies that he/she has read, understands, and agrees to be bound by Parts I, II, and III of this section, including the accompanying Exhibits, regarding EEO and DBE, and the other terms and conditions of the Invitation for Bids. The undersigned further certifies that he/she is legally authorized by the Contractor to make the statements and representations in this Part III and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with Disadvantaged Business Enterprise(s) (which are otherwise deemed by the Authority to be technically responsible to perform the work) listed in Part III B for the work listed in Part III B at the price(s) set forth in Part III B conditioned upon execution of a contract with the Authority. The contractor must promptly notify The Authority when a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Before transmitting to MARTA its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to MARTA prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise MARTA of why it objects to the proposed termination (the five day period may be reduced if the matter is one of public necessity, e.g., safety). The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Executive Director of Diversity and Equal Opportunity. The undersigned understands and agrees that if any of the statements and representations are made by the Contractor knowing them to be false, or if there is a failure of the successful Contractor to implement any of the stated agreements, intentions, objectives, goals, commitments, and substitutions set forth herein without prior approval by the Executive Director, of Diversity and Equal Opportunity or a designee, then in any of such events the Contractor's act or failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such remedy as MARTA deems appropriate.

Print Name: Ron Vendetti Signature:  Title: Corporate Controller Date of Signing: 11/15/16

Title: Corporate Controller Firm or Corporate name: Kapsch TrafficCom USA, Inc. Telephone: 678-473-6400 Fax: 678-473-9003

Address: 2855 Premiere Parkway, Suite F, Duluth, GA 30097

**PART III – EEO STATISTICAL DATA FOR PRIME CONTRACTORS**

**A. Employment Data**

The Bidder shall provide the following information pertaining to its workforce. If the Bidder has an Atlanta area workforce, it should be shown; if the Contractor does not have an Atlanta-area workforce, total permanent workforce should be shown.

JOB CATEGORIES	ALL EMPLOYEES			TOTAL MINORITY EMPLOYEES								
	TOTAL MALES AND FEMALES	MALES	FEMALES	MALES				FEMALES				
				BLACK	ASIAN AMERICAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN AMERICAN	AMERICAN INDIAN	HISPANIC	
Officers	2	2	0	0	0	0	0	0	0	0	0	0
Managers	7	7	0	0	2	0	0	0	0	0	0	0
Supervisors	8	7	1	0	0	0	1	0	0	0	0	0
Professionals	58	47	11	12	5	0	2	2	1	0	2	2
Technicians	1	1	0	1	0	0	0	0	0	0	0	0
Sales Workers	4	2	2	0	1	0	0	0	0	0	0	0
Office & Clerical	4	0	4	0	0	0	0	3	0	0	0	0
Craftsman (skilled)	-	-	-	-	-	-	-	-	-	-	-	-
Operatives (semi-skilled)	-	-	-	-	-	-	-	-	-	-	-	-
Laborers (unskilled)	2	2	0	0	1	0	0	0	0	0	0	0
Service Workers	-	-	-	-	-	-	-	-	-	-	-	-
Apprentices	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTALS</b>	<b>86</b>	<b>68</b>	<b>18</b>	<b>13</b>	<b>9</b>	<b>0</b>	<b>3</b>	<b>5</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>2</b>

The above reflects (check one)  Atlanta-area workforce  Total permanent workforce (outside Atlanta area)

\* Bidders with 50 or more employees are required to submit a copy of their written Affirmative Action Plan

\*\* Bidders with less than 50 employees are required to submit a copy of their Equal Opportunity Policy statement signed by an authorized company official.

### **Equal Opportunity Employer**

All KTC NA US entities, including Kapsch TrafficCom IVHS Inc., Kapsch TrafficCom USA, Inc., Kapsch TrafficCom Transportation NA, Inc. and Kapsch CarrierCom USA, Inc. (together "Kapsch TrafficCom" or "Company"), are equal opportunity employers and take the necessary action to ensure that applicants and employees are treated justly without discrimination. Kapsch TrafficCom does not discriminate on the basis of race (creed), color, religion, sex (including pregnancy), national origin, age, disability, citizenship status, marital status, sexual orientation, gender identity, veteran status, genetic information, or any other classification protected by applicable federal, state or local law.

All personnel actions are administered in a non-discriminatory manner. Kapsch TrafficCom requires that all of its employees, supervisors, and managers understand and practice equal employment opportunity and lend their support to achieving important Company objectives of equal opportunity employment and zero tolerance of any type of discrimination. Acts of discrimination, including harassment, are not tolerated. Additionally, retaliation, including intimidation, threats, or coercion, because an employee or applicant has objected to discrimination, engaged in or may engage in filing a complaint, assisted in an investigation or have otherwise sought to obtain their legal rights under any Federal, State, or EEO law is prohibited. Any violation of the Company's EEO policy will be dealt with appropriately. Any employee, including any manager or supervisor, who engage in such violation will be subject to appropriate disciplinary action up to and including discharge.

**APPENDIX B**  
**ILLEGAL IMMIGRATION CONTRACTOR'S AND SUBCONTRACTOR'S AFFIDAVITS**

See attached.

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY  
RFP P34151

PRIME CONTRACTOR AFFIDAVIT UNDER OCGA §13-10-91(b)(1)

By executing this affidavit, the undersigned Contractor verifies its compliance with OCGA §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in OCGA §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by OCGA §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

408857

Federal Work Authorization Program  
User Identification Number

04/15/2011

Date of Authorization

Kapsch TrafficCom USA, Inc.

Name of Prime Contractor

RFP P34151 MARTA's Mobile Ticketing System

Name of Project / Project No. / Contract No

Metropolitan Atlanta Rapid Transit Authority

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 3/11/15, 2014 in Duluth (City), GA (State)



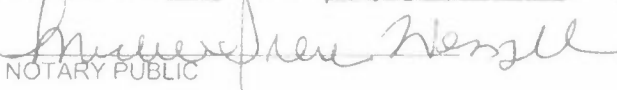
Signature of Authorized Officer or Agent

Ron Vendetti, Controller

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 11 DAY OF March 2015

  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

NOTARY PUBLIC, FORSYTH COUNTY, GA  
MY COMMISSION EXPIRES 30-JUN-2018