



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Phillip Eng, Interim MassDOT Secretary and MBTA General Manager & CEO



To: [Enter name/address of Retailer]

Date:

**RE: Letter of Intent with Massachusetts Bay Transportation Authority for Retailer
Sales Agreement**

Dear Retailer:

The Massachusetts Bay Transportation Authority (“MBTA”) is transforming its fare collection system to improve system flexibility and efficiency and the overall customer experience. The MBTA is working with a “Systems Integrator” - which includes Cubic Transportation Systems, Inc. ("Cubic") - to design and implement this transformation.

As part of this system upgrade, the MBTA is partnering with retailers like yourself to sell MBTA fare media to riders. We’ve identified you specifically as a potential retail partner because your location has an MBTA train or bus stop nearby – one that’s used by many riders each day. Once we transition to the new fare collection system, those riders may need to purchase fares at a local retailer before or after riding the T.

We hope that you will consider joining our new expanded network of retailers. Local retailers like yourself are essential to the success of our new fare collection system. With your participation, MBTA riders will have local access to fare media throughout the Boston metropolitan area. This will, in turn, provide riders with a better transportation experience.

If you’re interested in joining, please review and sign the attached Letter of Intent (“LOI”). Once you submit the LOI as part of your application, the MBTA will notify the Systems Integrator, who will work with you to negotiate and sign a formal agreement covering your participation in the network. The goal will be to sign and implement the agreement within 90 days of signing the LOI.

As noted in the LOI, signature of the LOI constitutes your permission for the MBTA and its representatives, including Cubic, to promote and/or make public announcements with respect to your intended participation in the expanded retail network.

We look forward to receiving your signature on the LOI. To complete the application process, please fill out the "[Become a Retail Sales Partner](#)" form, which can be found at mbta.com/retailers. At the bottom of the form, please attach your signed LOI and your completed accessibility self-attestation, which can be

downloaded from the same page. If you have any questions, please contact us at charlieretail@mbta.com or call [857-770-1446](tel:857-770-1446).

Sincerely,

Joseph M. Carreiro

Sr. Director, Strategic Contract Management

Attachment: Retailer Letter of Intent



MBTA RETAILER LETTER OF INTENT

The Massachusetts Bay Transportation Authority (“MBTA”) is transforming its fare collection system to improve system flexibility and efficiency and the overall customer experience. The MBTA is working with Cubic Transportation Systems, Inc. ("Cubic") to design and implement this transformation of the fare collection system, sometimes referred to publicly as “AFC 2.0”.

As part of this system upgrade, the MBTA is expanding its network of retail partners to assist in the sale of MBTA fare media (“MBTA Fare Media”) to riders. By entering into this Letter of Intent (“LOI”), _____ (“Retailer”) agrees to work in good faith to enter into a retailer sales agreement with Cubic for the sale and reloading of MBTA Fare Media (“Agreement”) within ninety (90) days after full signature of this LOI.

It is the intent of the MBTA and Retailer to include the following minimum elements in the Agreement:

A. Payments, Deposits, Procedures and Reporting

1. Retailer will receive a commission of 4% percent of the total fare media sales value for each transaction performed on the applicable Point of Sale (“POS”) device each day. The commission will be deducted from the amount removed or swept from the Retailer’s designated account.
2. These amounts are the sole compensation Retailer will receive from Cubic for the provision of the services.
3. Retailer agrees that no MBTA Fare Media will be sold for more or less than the face value, as determined by the MBTA.
4. All Retailer records associated with and supporting this Agreement are subject to periodic audit by the MBTA or the MBTA’s designated representative.
5. The Retailer acknowledges and agrees that all cards and tickets are the property of the MBTA.
6. Retailer will not be entitled to require that any customer make any other purchase or add any other fee as a condition of buying any MBTA Fare Media.
7. Retailer is required to ensure that all funds related to transit fares sold are available for withdrawal by Cubic in a timely manner and Retailer shall be fully liable for any shortfall of funds.
8. Retailer shall maintain accurate records of all transactions involving the sale of MBTA Fare Media, including copies of all transaction receipts.
9. Cubic will monitor and provide reporting to the MBTA in respect of the Retailer’s sales and card sales volumes.
10. Procedures regarding return of equipment and/or inventory to Cubic will be provided in the Agreement.
11. Cubic will provide Retailer with promotional material that explains MBTA Fare Media to the general public.
12. Cubic will provide Retailer with non-active MBTA Fare Media onto which the Retailer will load value during transactions with MBTA customers.

B. Point of Sale Equipment

1. If Retailer currently uses a Clover Station POS device, Retailer may download the MBTA Retail Application directly onto their POS. Otherwise, Cubic will provide Retailer with a separate POS device with which to vend MBTA fares.
2. Retailer will utilize the POS equipment for sale of MBTA Fare Media during its normal operating hours.
3. If the MBTA provides Retailer with a POS device, Retailer shall be responsible if that POS device is lost, stolen or damaged beyond normal wear and tear. Retailer shall be responsible for estimated cost of replacement device inclusive of shipping. A replacement device will be provided to Retailer within the timeframe outlined in the Agreement.
4. Retailer shall not interfere with or damage the physical POS device and/or its software application. If the POS device and or software application does not operate correctly, Retailer will promptly notify Cubic as further described in the Agreement.
5. Retailer is responsible for provisioning cellular and/or Wi-Fi internet connection required for operation of each POS device, for connection with the MBTA Fare Media at no cost to Cubic. Cubic will not be responsible for resolving internet and networking issues.

Cubic will provide in-store and online training and support to Retailer personnel and requested staff on how to operate and sell transit fares on the POS device and how to answer general questions about MBTA Fare Media. Retailer will also have access to Service Desk (Helpdesk) support via a 24/7 toll-free line. Cubic or its designated representative will train Retailer and clerks identified by Retailer. Cubic will provide training material and manuals to the Retailer regardless of whether they use a Clover POS or are provided a separate POS device.

To help the retail network team plan how to support you, please indicate an option below:

☐ Retailer intends to use a Clover Station POS device and to download the MBTA Retail Application

☐ Retailer intends to use the POS device provided by Cubic and the MBTA

C. Advertising and Marketing

1. Retailer authorizes Cubic to use the Retailer's name, address, and phone number in any advertising campaigns Cubic/MBTA undertakes in respect of AFC 2.0 and/or the MBTA's expansion of its network of retail partners to assist in the sale of MBTA Fare Media. Furthermore, by signing this LOI, Retailer authorizes the MBTA and its representatives, including Cubic, to promote and/or make public announcements with respect to Retailer's intended participation.



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2. As a participant in the expanded network of retail partners, Retailer will be required to display marketing material and/or promotional signage as reasonably requested by Cubic and/or the MBTA.

MBTA and Retailer agree to enter into good faith discussions on the above subject matter with the goal of executing a formal agreement as outlined in this LOI. This LOI shall, however, be considered non-binding.

SIGNATURE PAGE FOLLOWS

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

By: _____

Name: _____

Title: _____

Date: _____

RETAILER

By: _____

Name: _____

Title: _____

Date: _____

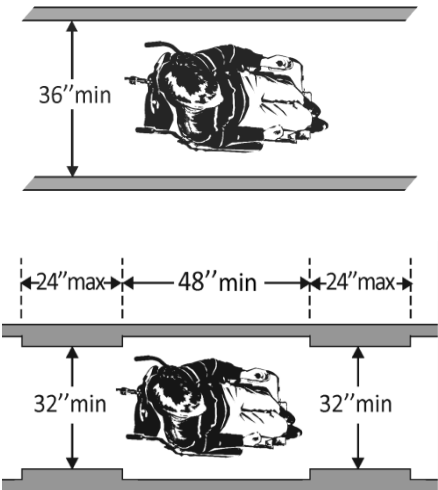
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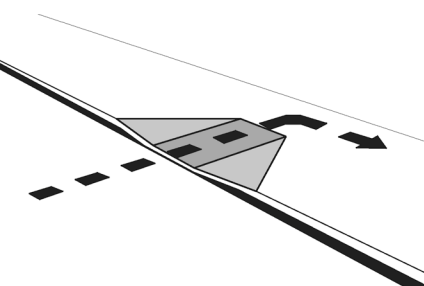
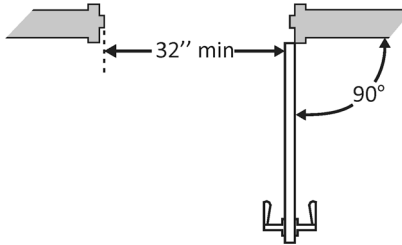
I acknowledge I have signed this document
and agree to the terms within.

EXHIBIT 2 - KEY ACCESSIBILITY CRITERIA FOR PARTICIPATION IN RETAIL RELOAD NETWORK

Under the American with Disabilities Act (ADA), existing businesses and non-profit facilities are subject to a number of design requirements and are expected to fix any barriers that are “readily achievable”. Businesses can benefit from tools such as the “ADA Checklist for Existing Facilities” developed by the Institute for Human Centered Design. The full checklist is available online at <http://www.adachecklist.org/doc/fullchecklist/ada-checklist.pdf>

For entry into the MBTA Retail Reload Network, all businesses must self-certify compliance with the following questions found within the checklist will not be eligible to participate in the retail network without express permission from the MBTA.

#	Question	Survey Result	Illustrations	Potential Solutions
1.1	Is there at least one route from site arrival points (parking, passenger loading zones, public sidewalks and public transportation stops) that does not require the use of stairs? [See 2010 ADA Standards for Accessible Design – 206.2.1]	☐ Yes ☐ No If yes, location of route:		• Add a ramp • Regrade to 1:20 maximum slope • Add a lift if site constraints prevent other solutions
1.13	Is the route stable, firm and slip-resistant? [302.1]	☐ Yes ☐ No		• Repair uneven paving • Fill small bumps and breaks with patches • Replace gravel with asphalt or othersurface
1.14	Is the route at least 36 inches wide? [403.5.1] Note: The accessible route can narrow to 32 inches min. for a max. of 24 inches. These narrower portions of the route must be at least 48 inches from each other.	☐ Yes ☐ No Measurement:		• Change or move landscaping, furnishings or other items • Widen route

1.19	If the accessible route crosses a curb, is there a curb ramp? [402.2]	☐ Yes ☐ No ☐ N/A		• Install curb ramp
1.37	Is the main entrance accessible?	☐ Yes ☐ No		• Redesign to make it accessible
1.38	If the main entrance is not accessible, is there an alternative accessible entrance? Can the alternative accessible entrance be used independently and during the same hours as the main entrance?	☐ Yes ☐ No ☐ N/A ☐ Yes ☐ No ☐ N/A		• Designate an entrance and make it accessible • Ensure that accessible entrance can be used independently and during the same hours as the main entrance
1.41	Is the clear opening width of the accessible entrance door at least 32 inches, between the face of the door and the stop, when the door is open 90 degrees? [404.2.3]	☐ Yes ☐ No Measurement:		• Alter door • Install offset hinges