REQUEST FOR PROPOSALS

RFP #2026-001

Mobility Eco-System

CAD-AVL
Planning and Passenger Information System

City of Wilsonville
South Metro Area Regional Transit

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SECTION 1 - AGENCY OVERVIEW

The City of Wilsonville (City) transportation system South Metro Area Rapid Transit (SMART) is driven by a mission to provide dependable transportation system by delivering reliable and efficient transportation solutions within Wilsonville, surrounding areas of Canby, Salem, and Tualatin.

Operated by the City of Wilsonville, SMART maintains a fleet of over thirty-four (34) vehicles ranging from 40-foot buses to Compressed Natural Gas (CNG) cut-away buses to an electric trolleybus. SMART also operates Dial-a-Ride services, to provide door-to-door on-demand services within Wilsonville and nearby cities. SMART services are mostly fare-free. (Attachment 1 – SMART Transit System Map).

SMART's commitment to customers consists of providing the highest level of integrity, exceptional customer service, a can-do spirit that fosters innovation, clear and transparent communication, with an innate desire to serve. Our vision is to provide an accessible and inclusive public transportation system that supports the diverse needs of the local community, while reflecting the character and values of our constituency.

SMART passengers seek seamless connectivity and require easy access to transit options and transit-related information. In Spring 2026, Wilsonville's first Transit Oriented Development (TOD) will open adjacent to Wilsonville Transit Center, with SMART's in-person customer service assistance. The new customer service center will provide a convenient and safe connection point for Wilsonville residents, other transit riders, and neighboring systems.   To facilitate provision of real-time passenger information to the traveling public, SMART plans to install and operate informational monitors at the Transit Center to provide accurate and up to-the-minute transit information.

To build regional cooperation and transit accessibility, SMART works with a consortium of small local transit operators. Known as Ride Clackamas, this voluntary consortium represents a collective group of Clackamas County transit agencies united to simplifying passenger experience between multiple organizations https://rideclackamas.org/about-ride-clackamas/. It is the desire of SMART and Ride Clackamas to work in partnership to improve transit connectivity, passenger experience and to extend the use of the proposed technologies to all Ride Clackamas organizations. Through this procurement process, SMART desires to allow for procurement/subscription options to Ride Clackamas participating agencies.

In addition to the Ride Clackamas initiative, SMART has a cooperative agreement with Cherriots service to/from the city of Salem. SMART also connects to the transit services provided by TriMet, both bus and rail connections, and accommodates in sharing GTFS and other pertinent information tools with TriMet to allow for regional transit planning coordination.

Request for Proposal (RFP) Overview
SMART is seeking a qualified vendor with expertise in Computer Aided Dispatch Automatic Vehicle Location (CAD-AVL) platform to support operation, reporting, dispatching, and information sharing through, both, Transit Center informational monitors, web-based application, third-party Mobile Application (App) solutions, all in an effort to cater to the diverse needs of our existing and future ridership. The desired solution should offer a seamless integration of applications that connect fixed-route and dial-a-ride demand responsive travel options and trip planning activities.

SMART's expectation is that the successful proposer will provide comprehensive transportation information platform with capability to manage, plan, and integrate purchase services for operational staff, customer service representatives, management analytic tools, including National Transit Database (NTD) reporting features, customer-centric planning and informational functions for both fixed route and demand responsive demand delivery options. SMART desires to have one and open software platform solution to accommodate and deliver fixed- and on-demand CAD-AVL solutions.

The proposed solution should be able to integrate and push SMART (and if elected Ride Clackamas), information and CAL-AVL functions. It is the desire of SMART, and Ride Clackamas, to acquire a unified comprehensive transit information solution for neighboring jurisdictions.

The response to this RFP should encompass a comprehensive approach to integration of CAD-AVL, General Transit Feed Specifications (GTFS) Fixed, Flex, and/or Real-Time feeds, internal and third-party mobile application, real-time signage systems functions at Transit Center and bus stops, and facilitate current and future service planning functions.

Request for Proposal (RFP) documents may be obtained on or after January 16, 2026 at Wilsonville City Hall, located at 29799 SW Town Center Loop East, Wilsonville, Oregon 97070, or may be obtained electronically on the City website (www.wilsonvilleoregon.gov) under "Business" by clicking on "Bids and RFPs. The City of Wilsonville shall not be held responsible for delivery of the documents.

Proposals will be evaluated in accordance with the qualifications based selection procedures of OAR 137-047-0260. This Project does involve federal funds. If federal funds are involved, special federal requirements are contained within the attached draft Goods and Services Contract and must be carefully reviewed and complied with.

SMART reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

SMART may obtain information from any legal source for clarification of any Proposal. SMART need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received. SMART may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by SMART, become part of the public record and may be disclosed accordingly.

SMART reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

END OF SECTION

SECTION 2 - PROPOSAL SUBMISSION INSTRUCTIONS

2.01   PROPOSAL SUBMISSION

Notice is hereby given that the deadline for proposal submission to the City of Wilsonville SMART is on Thursday, March 12, 2026, by 3:00PM.

2.02   PRE-PROPOSAL CONFERENCE (NON-MANDATORY)
A non-mandatory pre-proposal conference is scheduled for January 26, 2026, at 1:30 p.m. PST. Prospective proposers have the option to attend either in person or virtually.

In-person Attendance:
   Address: 29799 SW Town Center Loop E, Wilsonville, OR, 97070
   Venue: Willamette River Conference Room Transit Conference Room

Virtual Attendance via TEAMs:
Join the meeting now
Meeting ID: 278 418 906 970 91   Passcode: Mu9c7Jp6

The Pre-Proposal Conference presentation will be made available on January 26, 2026.

2.03 COMMUNICATIONS
All communications related to this RFP up to the question-and-answer deadline must be submitted in writing to Diana Kotler at dkotler@ridesmart.com. Responses to queries or requests for clarification will be shared via electronic mail.

Proposers are required to submit questions no later than January 30, 2026, by 5:00 p.m. PST, as per the specified guidelines.

Any modifications to the RFP, technical specifications, or requirements will be communicated through the issuance of an Addendum, which will be provided to all participating proposers via the electronic mail.

Proposers are cautioned that oral communications, including opinions, comments, explanations, or responses to questions, etc. are not considered binding by SMART. Additionally, proposers are advised not to initiate contact with SMART staff, except those identified in this RFP, regarding any aspect of this solicitation.

2.04 SINGLE POINT OF CONTACT (SPC)
The designated single point of contact for this RFP is as follows:

<div align="center">

Diana Kotler
Transit Operations Manager
SMART
28879 SW Boberg Road
Wilsonville, OR 90707
Email: dkotler@ridesmart.com

</div>

Please adhere to this contact information for all RFP-related queries and correspondence.

2.05 AGREEMENT

The Proposer will be required to enter into a negotiated Agreement with the City of Wilsonville. Agreement shall provide for procurement options to accommodate needs of the Ride Clackamas transit agencies (Attachment 3 -Draft Agreement).

This RFP contains terms and conditions which will be incorporated into the final negotiated Agreement.

The initial term of the agreement will be three years, with the option to extend it for an additional two one-year terms.

2.06   SCHEDULE
   (Subject to Change)

Proposers are responsible for ensuring the City receives relevant information by the dates and times set forth below.

ACTIVITY	DATE
Request For Proposals RFP Release Date	January 16, 2026
Pre-Proposal Conference (Non-mandatory)	January 26, 2026, 1:30 p.m. PST
Deadline for Submission of Questions or Request for Clarification	January 30, 2026, by 5:00 p.m. PST
SMART Response to Submission of Questions or Request for Clarification	February 6, 2026, by 5:00 p.m. PST
Proposal Deadline	**Thursday, March 12, 2026, by 3:00 p.m. PST**
Interviews (at the option of SMART)	April 29, 2026, 9:00 a.m. to 5:00 p.m. PST
Notice of Intent to Award	May 28, 2026
Award Protest Deadline	June 4, 2026
SMART/City of Wilsonville City Council and Approval	July 6, 2026, 7:00 p.m. PST
Notice of Award	July 7, 2026
Planning and Transition	July 8, 2026 – September 30, 2026 *Estimated three months*

BETA Testing and Final Acceptance

October 1, 2026 – October 31, 2026
Estimated one month

Go Live Date

November 1, 2026

Please note that the dates for the Planning and Transition phase (June through August 2026) and the BETA Testing and Final Acceptance phase (September through October 2026) are estimated and subject to change based on project requirements and organizational timelines. These dates are provided as a general guide and are subject to project-specific assumptions and related activities.

END OF SECTION

SECTION 3 - GENERAL INSTRUCTIONS FOR PROPOSERS

3.01 DEFINITIONS

When, in the RFP or Agreement documents, the following words are used, the intent and meaning shall be interpreted as follows:

1. **Proposer/Proposers** – persons, vendors, or corporations providing a submission of a proposal to SMART in response to the solicitation.
2. **Successful Proposer** – a person, vendor, corporation whose proposal was deemed to be in the overall best interest of SMART and has been recommended to SMART/City of Wilsonville City Council for award of an Agreement.
3. **Agreement Documents** – all of the contents of this RFP and associated Addenda, Contract Drawings, Technical Reports, Technical Specifications, Attachments, Reports, and Documented Agreements. Said documents shall be considered as part of any agreement made pursuant to this solicitation.
4. **Days** – calendar days unless otherwise specified.
5. **Grand Total Proposal Price** – the grand total price and shall include all direct and indirect labor and material costs, taxes, duties, fees, and any other charges applicable to complete the total requirements as specified in this RFP, including all addenda, contract drawings and technical specifications. In addition, the total price shall be identified, and amount should be clearly identified by task and justified in the cost proposal.
6. **City of Wilsonville/SMART Representative** – the authorized agents or representatives of SMART designated to ensure strict conformance with the agreement Documents.
7. **Notice of Intent to Award (NIA)** – an award notification, an NIA, or a revised list of Proposers from SMART to all Proposers identifying the intent to award to the responsive, responsible Proposer, conforming to the requirements of the RFP, determined to be the "Best Value" to SMART following proposal opening and evaluation; and opens the period for protest in accordance with the provisions of this RFP.

Proposers are expected to thoroughly examine and understand all terms and conditions that will be incorporated into the negotiated Agreement. Any failure, omission, or oversight on the part of the Proposer to examine the Agreement Documents, instruments, addenda, or any other relevant documents shall in no way relieve the Proposer from their obligations with respect to their proposal or the subsequent agreement. The submission of the proposal shall be taken as prima facie evidence of adherence with this section.

3.02 RFP FORM – PROPOSAL SUBMISSION REQUIREMENTS

Proposals must be submitted in the format outlined in this RFP. Submissions in any other form will be considered non-responsive and promptly rejected. Every proposal should address the specific information and services requested and must be signed by an individual duly authorized to execute the offer, stating their name and title.

Any unauthorized conditions, limitations or provisions attached to a proposal may result in its rejection and in no event shall be considered as part of the Agreement Documents.

Proposals must not contain any erasures, interlineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite of the correction

the surname or surnames of the person or persons signing the proposal. Any alterations in form, incomplete submissions, or irregularities may lead to rejection.

Unless otherwise directed in this RFP, proposals are required for the entire Scope of Work. Incomplete or partially compiled submissions may be considered non-responsive and be rejected. In the event of a joint venture or partnership, the Proposal certification must include the signatures of the authorized officers of all parties involved. Furthermore, the individual authorized to sign all necessary documents for the joint venture or partnership, in the event of the agreement being awarded to the joint venture or partnership, should be identified in writing on the document.

3.03   PROPOSER CERTIFICATIONS

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. The Proposer has carefully examined all RFP documents, including the draft Goods and Services Contract **(attached as Attachment 3**), all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, the Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached contract.

2. The Proposer is familiar with the local conditions under which the work will be performed.

3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.

4. The Proposer accepts all of the terms of the City's Goods and Services Contract and warrants that Proposer will fully meet all of the insurance requirements contained therein. If the Proposer wishes to amend or modify any terms of the Goods and Services Contract, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Goods and Services Contract not stated at the time of Proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by SMART for contract award. If SMART does not agree with such noted changes, the Proposer may withdraw the proposed change or the entire Proposal and SMART may elect to award the contract to the next highest ranked Proposer.

5. The Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable, in whole or in part, by the City has a direct or indirect financial interest in the Proposal or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.

6. The Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.

7. The Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.

8. The Proposer has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.

The Proposer shall also certify Proposer's state of residence.

3.04   NONDISCRIMINATION
By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that ***the Proposer has not discriminated, and will not discriminate, against minorities, women, emerging small business enterprises, or business enterprises that are owned or controlled by or that employ a disabled veteran, in obtaining any required subcontracts***.

3.05   COMPETITION
Proposers are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP which the Proposer believes will inordinately limit competition.

3.06   DISPUTES
In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of SMART shall be final and binding upon all parties.

3.07   DELIVERY OF PROPOSAL DOCUMENTS
Proposers are required to submit their proposals electronically electronic mail to Diana Kotler at dkotler@ridesmart.com. It is the sole responsibility of the Proposer to ensure the transmission of the proposal to SMART, as instructed in this section, before the submission due date/time.

Proposals shall not to be presented to any City of Wilsonville or SMART employee other than the designated representative identified as the SPC for this solicitation. Failure to comply with these submission instructions may render the Proposal non-responsive.

Due to the potential for ambiguity, SMART reserves the right to request additional information before finalizing the award decision. Furthermore, SMART reserves the right to seek clarification from any Proposer regarding any statement or part of its Proposal that is deemed ambiguous by SMART.

3.08   PROPOSERS INTERESTED IN MULTIPLE PROPOSALS
No individual, vendor, or entity may submit more than one (1) proposal as a principal for the same project, unless alternate proposals are allowed. Submitting a sub-proposal or providing price quotes to a Proposer does not prevent individuals, vendors, or corporations from doing the same for other Proposers or from being a principal Proposer for the same project.

In cases where two (2) or more Proposers wish to collaborate on a single proposal for this RFP, they should do so on a prime and subcontractor capacity rather than as a joint venture. SMART intends to contract with a single Vendor, not multiple Vendors doing business as a joint venture.

3.09 REVISIONS

SMART reserves the right to revise or amend the RFP or specifications up to the proposal submission deadline. Any such revisions and amendments will be communicated via electronic mail and through addenda attached to this solicitation.

3.10 ADDENDA ACKNOWLEDGEMENT

The effect of all addenda to the RFP must be acknowledged in the Proposal Package, with the addenda forming an integral part of the submission to SMART. It is the sole responsibility of the Proposer to ensure that all addenda have been acknowledged before submitting a response. Failure to acknowledge all addenda may render the proposal package nonresponsive and result in its rejection.

3.11 WITHDRAWAL OF PROPOSALS

Prior to Proposal Deadline: Any Proposer may withdraw their proposal, either in person or through written request, at any time before the scheduled proposal opening date and time. Any requests for withdrawal should not disclose the original proposal amount.

After Proposal Deadline: Proposals cannot be withdrawn for a period of one hundred twenty (120) days after the proposal closing date. Proposals may be subject to review and acceptance by the City of Wilsonville City Council; during this one hundred twenty (120) day period.

3.12 LATE PROPOSALS

Proposals received by SMART after the specified submission deadline will be treated as late submissions, resulting in their rejection and remaining unopened. All late proposals will be returned unopened to the sender.

3.13 VALIDITY OF PROPOSALS

All Proposals will be considered valid and binding for a period of one hundred twenty (120) days from the proposal closing date.

3.14 SINGLE PROPOSAL PROCEDURES

In the event of a single proposal submission, SMART reserves the right to conduct a price and/or cost analysis of the proposal. The Proposer is expected to cooperate with SMART and assist with this analysis, which involves a comprehensive examination and assessment of the distinct cost elements within the proposal.

3.15 REJECTION OF PROPOSAL

SMART reserves the right to reject any and all proposals and to waive any informalities or irregularities found within the proposals. In case of all proposals received are rejected, SMART reserves the right to re-solicit services by issuing a new RFP or to cancel the solicitation at any time prior to agreement award, thereby choosing not to award an agreement.

3.16 INCURRED COST

SMART will not provide reimbursement costs incurred by Proposers during the preparation of the proposal or after submission, throughout the agreement award process, or in the event of cancellation. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements.

3.17   DURATION OF PROPOSAL

Proposal prices, terms, and conditions shall be firm for a period of at least one hundred twenty (120) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the one hundred twenty (120) day period.

3.18   LOCAL AND FEDERAL REQUIREMENTS

SMART intends to select a Vendor in accordance with OAR 137-047-0260 and the City's municipal code. Selection of a Vendor under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of award of a contract for any subsequent work. All work is subject to any budgetary and funding constraints of SMART.

The selected Vendor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under the resulting contract for this Project, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

The selected Vendor will be subject to the Oregon Workers Compensation Law and must comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under the resulting contract. SMART's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

If federal funds are utilized in conjunction with this Project, special federal contracting requirements apply and are set forth in the draft Goods and Services Contract.

3.19   CONFIDENTIALITY

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of a Proposal for which the Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

> *"This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."*

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer's sole expense, if the Proposer wishes to deny or withhold the information.

3.20 AWARD OF AGREEMENT

The award of an agreement by SMART will be based on the evaluation criteria outlined in the RFP documents, following the assessment of responsiveness and responsibility, both in technical and financial aspects. SMART may elect to award the contract to the highest ranked Proposer based on successful negotiation of scope, price, and terms. However, SMART may, in its sole discretion, terminate negotiations and reject the Proposal if it appears agreement cannot be reached. SMART may then attempt to reach a final agreement with the next highest scoring Proposer and may continue on, in the same manner, with remaining Proposers until an agreement is reached. SMART will only negotiate those provisions of the contract that were noted as Exceptions in the Proposal.

Approval from the City of Wilsonville City Council is required to finalize an agreement award. Upon the award and execution of agreement, and upon receipt of all required insurance certificates, the awarded Vendor shall receive a Fully Executed Agreement (FEA). Commencement of work by the Vendor before receipt of the FEA is at the sole risk and expense of the Vendor, who shall be fully liable for any damage or injuries sustained by SMART or third parties as a result.

3.21   RFP CHANGE REQUESTS/EXCEPTIONS

A prospective Proposer may request a change to any provision, specification, or contract term ("Exceptions") contained in the RFP documents by submitting a written request to:

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SMART
Attn: Diana Kotler – Transit Operations Manager
29799 SW Town Center Loop E
Wilsonville, OR 97070
Email: dkotler@ridesmart.com

</div>

Each request for change must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the requested change and any proposed changes.

SMART will evaluate and resolve all change requests submitted before the listed time and date due within a reasonable time following receipt of the change request. Changes that are accepted by SMART will be issued in the form of an addendum to the RFP.

3.22 PROTEST PROCEDURES

If an actual or prospective Proposer feels aggrieved in connection with the solicitation or agreement award, the Proposer may submit a protest to SMART in accordance with OAR 137-047-0740. The protest must be submitted to the following address:

SMART
Attn: Diana Kotler – Transit Operations Manager
29799 SW Town Center Loop E
Wilsonville, OR 97070
Email: dkotler@ridesmart.com

The protest submission must include the following details:

1. Name, address, and contact information of the protestor;
2. Solicitation number and project title;
3. Detailed statement outlining the basis for the protest;
4. Supporting evidence or documents to substantiate any arguments; and
5. Requested relief (e.g., reconsideration of offer)

3.23   DEADLINE FOR SUBMISSION OF PROTESTS:

Protests against contract awards shall be filed with SMART not later than seven (7) calendar days after the date of award notification via a Notice of Intent to Award. Protest submissions received by SMART after the time period specified above shall be deemed untimely and shall be denied on that basis. The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFP or are not qualified to perform the services described in the RFP. No contract associated with the RFP will be awarded until any protests have been resolved.

No contract associated with the RFP will be awarded until any protests have been resolved. The City will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. The City will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the City's written decision on the protest results in a change to the RFP, the City will cancel the Notice of Intent to Award, revise the RFP documents accordingly, and solicit for new Proposals. The City's decision regarding the protest is final and concludes the administrative appeals process.

END OF SECTION

SECTION 4 - SCOPE OF WORK

4.01   BACKGROUND
SMART is seeking a proven Proposer that can deliver solutions that meet our current and future mobility, operations and passenger information requirements. This includes:

1. Integrated CAD-AVL system for both fixed- and on-demand (Dial-A-Ride) services
2. Comprehensive GTFS (fixed, flex, and real time) capabilities
3. Planning. scheduling and rostering components
4. Database features for Driver, bus stop and passenger information portals
5. Feature-rich and reliable trip planning mobile application
6. Real-time passenger information
7. Travel options and interoperability with other transit agencies and jurisdictions
8. Internally manageable system capabilities

Key Challenges and Objectives

- A robust training and continuous education program (both in-person and digital) to ensure understanding and use of available technologies

- Ability to create a GTFS-Realtime feed to enhance real-time visibility of service vehicles in third-party journey planning applications (e.g., neighboring transit service providers, regional trip planner, Google Maps and Transit App) and to display real-time arrival estimates at stops, stations, and monitors

- Position SMART's service offerings as a viable alternative and complementary choice alongside other regional transit services and provide accurate data to the regional trip planner platform (e.g., TriMet, Cherriots, Clackamas County, City of Woodburn, etc.) within journey planning applications

- A hardware agnostic solution is critical

- Comprehensive in-person and virtual training program is critical. The proposed training program must include initial on-boarding of management, supervisory and driving personnel. A continuing education program must include, at minimum, semiannual training sessions.

Table 1: SMART Fleet

	Unit #	Year/Make/Model
1	T-2010	2010 Ford E350 van
2	T-2405	2004 Eldorado EZ-Rider 30'
3	T-2600	2000 Gillig Phantom 30'
4	T-3119	2019 Proterra Catalyst 35'
5	T-3219	2019 Proterra Catalyst 35'
6	T-3321	2021 Proterra Catalyst 35'
7	T-3516	2016 Gillig LF35
8	T-3616	2016 Gillig LF35
9	T-4113	2013 Gillig LF40
10	T-4212	2012 Gillig LF40
11	T-4314	2014 Gillig LF40 Hybrid
12	T-4414	2014 Gillig LF40 Hybrid
13	T-5612	2012 Eldorado Aerotech
14	T-5713	2013 Eldorado Aerotech
15	T-5813	2013 Eldorado Aerotech
16	T-5913	2013 Eldorado Aerotech
17	T-6013	2013 Eldorado Aerotech
18	T-6116	2016 Eldorado Aerotech
19	T-6217	2017 Starcraft Allstar
20	T-6318	2018 Starcraft Allstar
21	T-6615	2015 Eldorado Aerolite
22	T-6719	2019 Eldorado Aerotech
23	T-6819	2019 Eldorado Aerotech
24	T-6919	2019 Eldorado Aerotech
25	T-7020	2020 Eldorado Aerotech
26	T-7121	2020 Eldorado Aerotech
27	T-7222	2022 Elkhart E2
28	T-7322	2022 Elkhart E2
29	T-7422	2022 Elkhart E2
30	T-7524	2024 Terra Transit
31	T-7624	2024 Terra Transit
32	T-7724	2024 Terra Transit
33	T-7824	2024 Terra Transit
34	T-8110	2010 Dodge Caravan
35	T-8210	2010 Dodge Caravan
36	T-8310	2010 Dodge Caravan
37	T-97070	2024 Hometown Trolley

Table 2: SMART Software, Equipment and Technology

All SMART vehicles are equipped with IRIS Automated Passenger Counting (APC) system

	Unit #	Year/Make/Model	Head signs	DVR
1	T-2010	2010 Ford E350 van	N/A	REI R4001
2	T-2405	2004 Eldorado EZ-Rider 30'	Twin Vision ICU402	REI R4001
3	T-2600	2000 Gillig Phantom 30'	Twin Vision ICU402	REI HD-800
4	T-3119	2019 Proterra Catalyst 35'	Hanover ERIC+	REI HD5-1200
5	T-3219	2019 Proterra Catalyst 35'	Hanover ERIC+	REI HD5-1200
6	T-3321	2021 Proterra Catalyst 35'	Hanover ERIC+	REI HD5-1200
7	T-3516	2016 Gillig LF35	Luminator SMT	REI HD-800
8	T-3616	2016 Gillig LF35	Luminator SMT	REI HD-800
9	T-4113	2013 Gillig LF40	Luminator SMT	REI HD-800
10	T-4212	2012 Gillig LF40	Luminator SMT	REI HD-800
11	T-4314	2014 Gillig LF40 Hybrid	Luminator SMT	REI HD-800
12	T-4414	2014 Gillig LF40 Hybrid	Luminator SMT	REI HD-800
13	T-5612	2012 Eldorado Aerotech	Hanover DG3	REI HD-800
14	T-5713	2013 Eldorado Aerotech	Twin Vision ICU402	REI HD-420
15	T-5813	2013 Eldorado Aerotech	Twin Vision ICU402	REI HD-420
16	T-5913	2013 Eldorado Aerotech	Twin Vision ICU402	REI HD-420
17	T-6013	2013 Eldorado Aerotech	Twin Vision ICU402	REI HD-420
18	T-6116	2016 Eldorado Aerotech	Twin Vision ICU402	REI HD6-600
19	T-6217	2017 Starcraft Allstar	Hanover DG3	REI HD6-600
20	T-6318	2018 Starcraft Allstar	Hanover DG3	REI HD5-1200
21	T-6615	2015 Eldorado Aerolite	Twin Vision ICU402	REI HD-420
22	T-6719	2019 Eldorado Aerotech	Hanover DG3	REI HD5-1200
23	T-6819	2019 Eldorado Aerotech	Hanover DG3	REI HD5-1200
24	T-6919	2019 Eldorado Aerotech	Hanover DG3	REI HD5-1200
25	T-7020	2020 Eldorado Aerotech	Hanover DG3	REI HD5-1200
26	T-7121	2020 Eldorado Aerotech	Hanover DG3	REI HD5-1200
27	T-7222	2022 Elkhart E2	Hanover DG3	REI HD5-1200
28	T-7322	2022 Elkhart E2	Hanover DG3	REI HD5-1200
29	T-7422	2022 Elkhart E2	Hanover DG3	REI HD5-1200
30	T-7524	2024 Terra Transit	Hanover DG3	REI HD6-600
31	T-7624	2024 Terra Transit	Hanover DG3	REI HD6-600
32	T-7724	2024 Terra Transit	Hanover DG3	REI HD6-600
33	T-7824	2024 Terra Transit	Hanover DG3	REI HD6-600
34	T-8110	2010 Dodge Caravan	N/A	N/A
35	T-8210	2010 Dodge Caravan	N/A	N/A
36	T-8310	2010 Dodge Caravan	N/A	REI HD5-600
37	T-97070	2024 Hometown Trolley	Hanover DG3	REI HD6-1200

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4.02   SOLUTION REQUIREMENTS OVERVIEW

Hardware Agnostic Solution Requirement:

1. SMART does not desire to acquire proprietary and/or "closed" hardware solution. SMART is interested in the technology agnostic off-the-shelf open hardware approach.   While proposers can suggest hardware options, such recommendations will only be evaluated if they are cost-effective. The solution is expected to function smoothly without requiring new hardware acquisitions. Preference will be given to hardware agnostic vendors.

2. **Required, Essential and Desired Features:**
    The solution must include all the elements rated as Required and Essential to ensure its effectiveness.

Term	Definition
Required	Critical requirements that must be included in the solution
Essential	Necessary requirements for proper functioning for which a work-around may be developed
Desired	Additional functions that are valuable but not essential for the solution to operate successfully

4.03   ASSIGNMENTS

ASSIGNMENT 1: MOBILE APPLICATION AND TRIP PLANNING COMPONENTS

TABLE 3: MOBILE APP AND TRIP PLANNING COMPONENTS

Component	Function	Required/Essential/Desired
1. Platform Compatibility	• Compatible with both Android and iOS • Responsive, accessible, and ADA compliant on all platforms • Include APP Support for progressive web app (PWA) independent of an app store mobile application. Accessible through a web browser on a mobile device and requiring no download from an app store	Required
2. Real-Time Mapping Feature	• Provide real-time single mapping of all SMART services • Provide GTFS interoperability with regional trip planner • Ability to view all SMART services in real-time	Required
3. Customer Information Capture	• Capture customer name, phone number, and email address for registered users who opt-in	Essential

4. Communication Options	• Enable push notifications or text messages within the app clarify when necessary	Desired
5. Integration with Other Transit Agencies	• Allow users to view and connect with local transit agencies (e.g., TriMet, Cherriots, City of Woodburn etc.), with SMART services as primary offering and trip planning function • Allow users to view and connect with regional trip planner administered by TriMet	Essential
6. On-Demand Mobility Features and Future Abilities for Deviated On-Demand Fixed Route Services	• Accommodate on-demand features for Dial-A-Ride service	Required
7. Customer Surveying and Questionnaire	• Conduct customer surveys and questionnaires in app or website	Desired
8. Trip Planning	• Allow trip planning without requiring in-app registration	Essential
9. Brand Identity Maintenance	• Features to ensure consistent and coherent SMART brand identity across all customer interactions	Required
10. Customization of Passenger Information and Agency Terms of Service	• Customize passenger-facing content and SMART specific terms of service • Tailor service announcements and content to align with SMART's offerings and strategies	Essential
11. API Documentation and Implementation	• Provide API documentation, and implementation as requested, for current and future functionality integrations	Required
12. ADA Compliance	• Meet all ADA accessibility requirements and best practices, including use of widget(s) or third-party integrations	Required
13. Customer Service Integration	• Incorporate AI or interactive customer service connections to assist with customer service functions (e.g., FAQ, Q&A, bus location, etc.)	Desired
14. Services Modification Capabilities	• Ability to add services and modify stop locations and information as needed	Required

15. Inclusion of Third-Party Links	• Functionality to include links for additional partnerships opportunities	Desired
16. Accurate Passenger Fares and Transfer Information	• GTFS feed with GTFS Fares v2 data	Required

The app and system functionality comprises five main aspects:

1. **Passenger Information**: Involves trip planning, reservations, access to real-time transportation service information. Individual account creation shall not be required for this function

2. **Communication**: Transmitting trip planning/reservation functions to SMART Dispatch for monitoring and completion of trips

3. **Interoperability**: Application and trip planning functionalities should be accessible on SMART's website, including live maps of vehicle locations, per route, and services types. Collection of passenger data upon boarding and deboarding

4. **Complete Integration:** Seamless integration to assist SMART reporting needs and dashboards for real-time data source for data analysis, reporting, and future projections.

Each functional area includes customer-facing and agency-facing (administrative) capabilities, as listed in **Table 4**.

For each function listed, proposals should include:

1. Description of Customer Experience
2. Relevant Technical Details
3. Notes on Previous Implementations
4. Timeline
5. Additional Cost Requirements

TABLE 4: MOBILE APP TRIP PLANNING FUNCTIONAL COMPONENTS

Functional Area	Capability	Required/Essential/Desired
1. Passenger Information (Customer-Facing)	Seamless process to plan a trip in web app	Essential
	Display multimodal options including transit, demand-responsive and multi-agency, multi-modal transportation in a single trip planning environment	Essential
	Provide and display real-time information for all available multi-modal options in the same single trip planning environment	Essential
	Ability to show service advisories targeted at particular routes, stops, and trips	Required
	Produce all real-time data in GTFS-Realtime format	Required
	Ability to show alerts and announcements in the App and to incorporate alerts into the GTFS-Realtime Alerts feed	Required
	Use approved branding in SMART's colors, logos, font, and overall aesthetic	Required
2. Passenger Information (Agency-Facing and Administrative)	Secure data logging to see where customers use the app, which trips they plan and for what times, and what mode and travel path they ultimately choose	Desired

ASSIGNMENT 2: CAD/AVL SYSTEM

TABLE 5: CAD/AVL SYSTEM COMPONENTS

Component	Function	Required/Desired/Essential
1. Voice Annunciation Hardware Connectivity	Connectivity with voice annunciation hardware in vehicles	Required
2. LED Interior Digital Signage Software	Integration with LED interior digital signage	Required
3. Headsign Connectivity	Connectivity to headsigns	Required
4. Real-Time Passenger Information Integration	Integration with existing and future real-time passenger information signs	Required
5. On-Time Performance and Adherence Data	Tracking and reporting of on-time performance, KPIs, alerts, and related reports	Required
6. NTD Reporting Functions	All necessary functions for reporting as required by National Transit Data (NTD) reporting requirements	Required
7. Real-Time and Historical Data	Availability of real-time and historical data	Required
8. Reporting Software	Software for generating reports	Required
9. In-Bus WiFi/In Vehicle WIFi	Provide free WiFi availability	Required
10. Scheduling and Rostering Software	Integration with planning, schedule and rostering software	Required
11. Operator Display	Capability to provide real-time directions to operators	Required
12. Real-Time Vehicle Location Tracking	Tracking and displaying real-time vehicle locations	Required
13. Android Tablet Integration	Generic hardware and Android Tablet	Required

14. Dispatch Graphical User Interface (GUI)	User friendly interface for dispatchers to monitor real-time and historical system status	Required
15. Schedule Data Import and Update	Ability to import and update schedule data using GTFS file data compatible with Google Transit and Apple Maps	Required
16. Operational Changes via Dispatch Interface	Ability to make operational changes like detours through the dispatch interface	Required
17. Automated Operator Shift Management	Capability to automate operator shift changes, assignments, and schedule updates, enabling seamless and efficient real-time adjustments	Essential
18. Annunciation System Integration with CAD-AVL	Annunciation of stop names with existing hardware	Required
19. API Documentation	Fully documented API for system use and integration	Required
20. Data Archiving and Deletion	Clear process for archiving and deleting historical data	Required
21. GTFS Real-Time Endpoints Updates	Continuous GTFS real-time endpoints updates as specification evolves	Desired
22. Service Alert Creation GUI	Graphical User Interface (GUI) to create service alerts	Desired
23. Real-time Service Alert Feeds for GTFS	Real-time service alerts feeds compliant with GTFS standards	Essential
24. Third-Party App Integration	Integration with third-party applications like Google Maps, Apple Transit, regional transit planner, and others	Essential
25. Driver Vehicle Inspection Reports Portal	Ability for future API integration	Desired
26. Incident / Accidents / Reportable Issues Tracking	User friendly interface to track incidents, monitor customer service responses and maintain historic information	Desired

TABLE 6: CAD/AVL SYSTEM FUNCTIONAL COMPONENTS

Functional area	Capability	Required/Essential/ Desired
1. Integration Requirements	• Integration with required hardware and software outlined in Table 2	Required
	• Produce all real time data in GTFS-Realtime format	Required
	• Support integration and acceptance of GTFS-Realtime feeds into third-party journey planning applications (e.g., Google Maps, Transit App, and Apple Maps).	Required
	• Provide full documentation for integration for API integrations	Required
2. Data Storage, Ownership and Reporting Requirements	• Allow for storage of bus stop inventory information, including bus stop amenities	Desired
	• Provide Federal Transit Administration (FTA) National Transit Database (NTD) reporting	Required
	• Allow for entry of personnel information, credentials, expiration dates, etc. • Facilitated quarterly bid processes for work assignments and time off requests	Required
3. GTFS Data / AVL Requirements	• Ensure transferability of planning information to GTFS-Realtime feeds	Required

ASSIGNMENT 3: SERVICE PLANNING, RUN-CUTTING AND ROSTERING

Table 7: SERVICE PLANNING System Components

Component	Function	Required/Essential /Desired
1. Service Planning Functionality	• Scheduling and planning software solution shall be cloud-based, with web portal access provided at any time (24 hours a day, seven days a week, 365 days a year	Required
2. Blocking, Run Cutting, Driver Scheduling, and Operations Module Software	• Software shall, at a minimum, have blocking, run-cutting, service assignments and driver scheduling capabilities	Required
3. Rostering and Assignment Bidding	• Aggregate and store drivers' credential information and allows business parameters for Collective Bargaining Agreement, legislation, and internal policies relevant to or binding. Develop rostered work that is based on Route; Type of Work; Total Weekly Hours & Pay; Time-Off Requests and Extended Time-Off of Work.	Essential
4. Access to Data and Interface	• Provide SMART, vendors and other authorized transit providers to interface and share data via import/export of files, GTFS feeds or API, as applicable	Essential
5. Data Security	• Data must be encrypted to the latest standards. All data stored in the Cloud must be free from Personally Identifiable Information (PII) and comply with any and all PII data requirements and appropriate protections to avoid availability of private information in the pubic domain	Required
6. Data Ownership and Protection	• All data in the Cloud environment is understood to be the property of City of Wilsonville and SMART	Required

Table 8: Planning Software System Functional Areas

Functional Area	Capability	Required/Essential/Desired
1. Software Reporting and Instructional Information Requirements	• Software tool to analyze and evaluate its existing and proposed fixed route and on-demand services to understand the financial, operational, demographic, and ridership impacts of existing or altered fixed route services	Required
	• Ability to import existing transit routes, schedules, and bus stops using GTFS data from a CAD/AVL system.	Required
	• Ability to edit existing route geometry, schedules, and bus stops. Edit and create tools, e.g., drag and drop, shall be easy to use. Allow route creation and modification of existing route paths, bus stop locations, time points, trips, relief points, etc.	Required
	• Access to geographic and demographic data covering SMART entire service area within the product. This includes the latest Census and American Community Survey data layers covering age, disability, minority, poverty, employment, single-car or car-free households, etc.	Essential
	• Generate hours and miles of service, including revenue and deadhead data	Required
	• Display of geographic data layers and routes for analysis. Provide a tool to assess a route's ridership potential, Title VI impacts, and employment impacts of service based on most current Census data	Essential
	• Produce maps and graphics to display scenarios to staff and the public.	Essential

	• Optimize blocks, trips, and runs to maximize efficiency and cost savings	Desired
2. Blocking, Run Cutting, Driver Scheduling, and Operations Module Software Capabilities	• Ability to set block parameters such as max miles and run times for electric vehicle limitations. • Ability to include the time needed for pre-trip, deadhead, and post-trip	Required
	• Ability to identify and account for seasonal services. Ability to program different run times by day of the week, day of the year, time of day, or season	Required
	• Include an easy grid-style roster schedule view, showing drivers by row and assignments by day, week, month, and year with an ability to export roster results	Required
	• Ability to produce budgetary estimates based on a cost per hour.	Required
	• Ability to run cuts for special events in isolation or as additions to the current schedule	Desired
	• Generate Turn-by-Turn directions for each route and each route pattern handled by the Blocking, Run Cutting, & Driver Scheduling module	Essential
3. Interface and Interoperability	• Ensure interface and share data with CAD-AVL and, if applicable GTFS feeds	Required

4.04   PROJECT MANAGEMENT AND IMPLEMENTATION DETAILS

Content Management System

To manage all application contents, separate user-friendly content management system should be provided with following general features:

Administrator user capabilities:

1. Create, publish/unpublish and delete all content
2. User Management
3. Push Notification Management (assignable to groups, administration, or other purposes)

4. Data sorting and searching abilities sort and search data
5. Ensure data redundancy practices

4.04.1   Service Change and Alerts Management

The solution shall provide a cloud-based Service Change and Alerts Management Service to facilitate managing transit service changes and alerts, integrated into the GTFS-Realtime Feeds. The system should be user-friendly and meet accessibility requirements.

The Vendor shall provide a cloud-based service ("Service Change and Alerts Management Service") to SMART to manage transit service changes and alerts which are integrated into the GTFS-Realtime Feeds. Inputs to the tool may include stop, trip, route, or service-wide-based alerts as well as updates to the provided transit service compared to the published GTFS Schedule Feed. The inputs created by SMART through the Service Change and Alerts Management Service shall be incorporated into the relevant GTFS-Realtime Feeds including the Trip Updates Feed and the Service Alerts Feed. These inputs may also optionally be incorporated into the Trip Modifications Feed.

The Service Change and Alerts Management Service shall be user-friendly for non-technical Transit Provider personnel. The Service Change and Alerts Management Service shall meet the following minimum requirements for accessibility:

1. Shall meet the ADA Section 508 and WCAG 2.1 accessibility requirements; and/or
2. Shall provide full functional parity for users accessing the solution with assistive technologies

The Service Change and Alerts Management Service shall be capable of efficiently handling the input of at least the following operational situations and incorporating them into GTFS-Realtime Feeds:

1. Schedule update:
   a. Cancellations or reschedules;
   b. Detour (e.g., a construction re-route); and
   c. Additional service added

2. Vehicle reassignment from one trip or route to another;
3. Anticipated delay or service interruption (e.g., due to an event);
4. Notice of unplanned major schedule delay or a service interruption

5. General service interruptions:
   a. Driver unavailable before or part way through their scheduled block (e.g., sickness);
   b. Vehicle unavailable before or part way through its scheduled run (e.g., break down);
   c. Unplanned detour due to right-of-way unavailability (e.g., road blocked); and
   d. Unscheduled turn-back

The Service Change and Alerts Management Service shall use an authentication mechanism for accessing the service in such a way as to ensure protection and integrity of the service.

The Service Change and Alerts Management Service shall not require the configuration or use of any additional services or features beyond the scope of the GTFS Realtime Services offered through this MSA, such as fully functional Computer-Aided Dispatch (CAD) systems.

4.04.2   Reports

The selected firm will provide System Analytics, service and performance reports, vital statistics and analysis. Audit Log Screen will be provided to administrative users to check the activities performed by all users. The data will be available only in read-only mode. Administrative Users will be able to see the list of login/logout information for the user through an authentication report screen. Administrative Users will be able to see the list of notifications sent to the devices through notification screens.

> **Required Reporting Components***:* The reporting component is intended to help SMART understand the operations of its services, including internal system performance metrics like runtimes and on-time performance, as well as external reporting metrics to the National Transit Database (NTD).

Other components may provide some reporting features, but this system is different: it should be a robust set of tools that SMART turns to for various types of reporting, and which saves the agency time during the NTD reporting process, auditing processes, and/or reporting needs to other regulatory and/or funding agencies.

The Vendor shall provide reports on system performance to SMART and any additional governmental entities (i.e., ODOT, TriMet, FTA) authorized by SMART.

4.04.3   <u>Hosting</u>

The proposal should include specifications on where the application will be hosted. The selected firm will be responsible for maintenance and ensuring consistent uptime.

4.04.4   Support

Selected proposer should provide support 24/7, as well as application customization.

4.04.5   Training - In person & virtual

The selected Vendor shall be responsible for providing a comprehensive training plan and execute a training program for designated SMART employees.

Formal training program will be a key component of the project and will encompass specific training for Administrative, Dispatchers, Operators, and Supervisors. Annual in-person training sessions, with pre-recorded and electronic training materials shall be made available to SMART staff at no cost.

The Vendor is required to facilitate in-person and virtual training sessions for SMART participants, covering, at a minimum, the following:

- Usage of the service(s) purchased, including Service Change, Alerts Management Service, and proficient long-term data storage practices
- Practical guidance on basic system operation, efficient identification, and resolution

of common issues, as well as the protocols to validate system functionality at any moment
- If applicable, the processes for installation, replacement, and removal of On-Vehicle Devices if applicable, ensuring seamless integration and functionality
- Training on navigating and utilizing the customer support ticketing system efficiently, empowering SMART participants to log and manage support requests and escalate issues promptly

The Vendor shall provide instructional materials to SMART in an electronic format for continuous access. The Vendor shall regularly update the instructional materials as needed to ensure the successful use of the purchased service(s). The instructional content shall be tailored to SMART personnel who may lack prior system knowledge but are proficient in their designated roles (e.g., driver, maintenance, etc.).

Continuing education program must be provided semiannually to address any issues, training opportunities for new SMART staff, software/system enhancement and updates overview, and any other topics that maybe pertinent to SMART operations.

4.04.6   GTFS-Realtime Management
The Vendor shall review and confirm ability to meet the following GTFS standard requirements:

- GTFS-real-time requirements: https://bit.ly/gtfs-realtime-requirements

- GTFS Schedule (Static) suggested requirements:

  - Vendor product shall export GTFS data compliant with latest version of the standard at gtfs.org. **All required** features shall be included.
  - GTFS export shall comply with Best Practices (https://gtfs.org/documentation/schedule/schedule-best-practices/), in particular but not limited to:
    - Route names
    - Headsigns
    - Inclusion of stations (stops.location_type = 1) and bus bays
  - The following *optional* features shall be included
    - GTFS-Fares v2
    - shapes.txt
    - block_id (relevant if static and real-time are different sources)
    - Transit Operational Data Specification (TODS) (relevant if static and real-time are different sources)

(i) General Feed Requirements

At a minimum, the GTFS-Realtime Feeds shall:

1. Be hosted by the Vendor at a Permalink specific to SMART. The Permalink shall:

   i. Support sufficient concurrent Permalink connections to ensure that under normal operating conditions GTFS-Realtime Feeds can be delivered within

one (1) second, and no more than 0.1% of connection requests are being refused or disconnected;

   ii.   Use HTTP over TLS to ensure feed integrity and security;

   iii.   Configure the web-server hosting GTFS-Realtime data to correctly report the file modification date so consumers can leverage the If-Modified-Since HTTP header;

   iv.   Provide protocol buffer-encoded feed content by default when queried via an HTTP request at the given URL without requiring specially defined HTTP accept headers to receive protocol-buffer encoded content.

2. Meet the GTFS-Realtime Standard throughout the term of the agreement.

3. Incorporate new, formally adopted required changes to the GTFS-Realtime Standard within thirty (30) calendar days of adoption.

4. Include data on trip_id, vehicle_id, route_id, and stop_id wherever applicable including in TripDescriptor and VehicleDescriptor messages. The Vendor is responsible for implementing a process to accurately ascertain the trip_id, vehicle_id and route_id.

5. Be consistent with the GTFS Schedule Feed provided by and published by SMART for the trip_id, vehicle_id, route_id, and stop_id. The Vendor is responsible for ensuring the accuracy of association between the GTFS Schedule Feed and the GTFS-Realtime Feeds.

6. Be monitored continuously by the Vendor. In case of an error, the services shall be designed to have a Graceful Exit and the GTFS-Realtime Feeds shall be designed to recover automatically.

The Vendor may implement API-key controlled access to the GTFS-Realtime Feeds hosted at the Permalink, provided the Vendor implements and makes API-keys available to the general public using automated processes for enrollment and key issuance. The Vendor may implement a fair use policy with a Rate Limit for each API-key of not less than 1,000 requests per hour, provided that this policy and any other requirements to obtain an API-key have been approved by SMART.

4.04.7　　Data Ingestion

(i)　Data Inputs

The Vendor's GTFS-Realtime Services shall ingest:

1. The GTFS Schedule Feed provided by SMART at a Permalink on a daily basis at 11:59pm local time to SMART

2. Data inputs from the Service Change and Alerts Management Service

3. Vehicle data, comprising at least latitude, longitude, and a unique vehicle or device id, and optionally comprising bearing, odometer, speed, congestion level, and occupancy status data through an Ingestion Point, as needed

In the case vehicle data is obtained from a source other than the Vendor provided

On-Vehicle Device (i.e., Transit Provider provided On-Vehicle Device, existing onboard components, SMART), the Vendor shall provide a central Ingestion Point for vehicle data for ingestion. The Vendor shall provide the specification of this Ingestion Point in Open API format and shall include details for protocol (e.g., HTTPS), interface language (e.g., JSON, YAML, XML) and authentication (e.g., API key).

At a minimum, the Ingestion Point shall accept position updates in the National Marine Electronics Association (NMEA) format and shall use an authentication mechanism to ensure protection and integrity of the service. The Ingestion Point shall support ingestion of all required and optional vehicle data elements specified in item #3 above as well as any additional vehicle data elements defined in the User Agreement.

4.04.8   Long-Term Data Storage

The Vendor shall store location data from the Vehicle Positions Feed in a schema that is directly compatible with the industry standards. The Vendor shall store location data from all trips, including both revenue and non-revenue trips such as dead-heads and trips to/from vehicle base/yard. The Vendor shall use an authentication mechanism to ensure protection and integrity of the Long-Term Data Storage and the data retrieval mechanism.

For all stored location data, the Vendor shall make the data:

1. Available for the previous twenty-four (24) months;
2. Viewable and quarriable based on, at a minimum, vehicle ID, trip, route, and desired timeframe (month, week, day), by SMART with less than five-second recall; and
3. Available for download by SMART as CSV file(s) in a single compressed .ZIP file, or in the format specified in the User Agreement, for both a complete data set and a queried result.

The Vendor shall provide access to Long-Term Data Storage for third-party individuals or organizations designated by SMART.

4.04.9   Reporting

(i) Service Change and Alerts Management Service

The Vendor shall provide a cloud-based service ("Service Change and Alerts Management Service") to SMART to manage transit service changes and alerts which are integrated into the GTFS-Realtime Feeds. Inputs to the tool may include stop, trip, route, or service-wide-based alerts as well as updates to the provided transit service compared to the published GTFS Schedule Feed. The inputs created by SMART through the Service Change and Alerts Management Service shall be incorporated into the relevant GTFS-Realtime Feeds including the Trip Updates Feed and the Service Alerts Feed. These inputs may also optionally be incorporated into the Trip Modifications Feed.

The Service Change and Alerts Management Service shall be capable of efficiently handling the input of at least the following operational situations and incorporating them into GTFS-Realtime Feeds:

1. Schedule update:

   a. Cancellations or reschedules;
   b. Detour (e.g., a construction re-route); and
   c. Additional service added;

2. Vehicle reassignment from one trip or route to another;
3. Anticipated delay or service interruption (e.g., due to an event);
4. Notice of unplanned major schedule delay or a service interruption;
5. General service interruptions:

   a. Driver unavailable before or part way through their scheduled block (e.g., sickness);
   b. Vehicle unavailable before or part way through its scheduled run (e.g., break down);
   c. Unplanned detour due to right-of-way unavailability (e.g., road blocked); and
   d. Unscheduled turn-back.

The Service Change and Alerts Management Service shall use an authentication mechanism for accessing the service in such a way as to ensure protection and integrity of the service. Vendor shall ensure that only permitted personnel has access to the data and reporting functionality.

The Service Change and Alerts Management Service shall not require the configuration or use of any additional services or features beyond the scope of the GTFS Realtime Services offered, such as fully functional Computer-Aided Dispatch (CAD) systems.

4.05   DELIVERABLES

Upon issuance of a notice to proceed/work order to the successful Proposer on June 16, 2026, the following deliverables are to be completed for the project:

1. The selected firm must provide the beta web-version mobile application by August 1, 2026, and make the customer-facing application available by September 1, 2026.

2. The selected firm must provide the Design and Deployment documents and obtain SMART sign-off by September 30, 2026.

3. The selected firm must provide Service Planning and Rostering documents and obtain SMART sign-off by September 30, 2026.

4. The selected firm must provide technical documentation on the design and development stages of the mobile application, database, complete source code, and user training to SMART by October 15, 2026.

5. CAD/AVL system features and functions are to be tested by October 1, 2026, with the "going live" date set for October 31, 2026, at 12:01 a.m. PST.

4.06   CONTRACT AWARD FLEXIBILITY

SMART reserves the right to award the contract for the full Scope of Work or separate contracts for different proposers of each assignment.

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SECTION 5   EVALUATION AND SELECTION

5.01   PROPOSAL REQUIREMENTS AND ORGANIZATION

Proposer shall review and base their proposal on the Scope of Work and in accordance with the terms and conditions of the RFP. Strict conformance to the specified proposal format and completeness of required content is essential. Lack of addressing any listed item may disqualify the proposal. The proposal should give clear and concise information in sufficient detail and in the order presented below to allow an evaluation based on the requirements. All requirements are considered necessary for evaluation. The expectation is that those proposals in the competitive range and considered for contract award will exceed the minimum requirements.

Proposer shall review and base their proposal on the Scope of Work and in accordance with the terms and conditions of the RFP. Strict conformance to the specified proposal format and completeness of required content is essential. Lack of any listed item may disqualify the proposal. The proposal should give clear and concise information in sufficient detail and in the order presented below to allow an evaluation based on the requirements. All requirements are considered necessary for evaluation. The expectation is that those proposals in the competitive range and considered for contract award will exceed the minimum requirements.

All responses and attachments shall be sequentially numbered to correspond to the applicable question or requirement.

The proposal will be evaluated based on the following factors in order of importance:

1. **Technical Approach – Documentation Development**: Demonstration of understanding of the project, as outlined in RFP and SOW. The approach, methodology and technology demonstrate should reflect the ability to fulfill the requirements, provide a responsive plan and schedule; and be aligned with ATN's functional and technical needs and service area.

2. **Personnel and Qualifications (Knowledge, Experience, Qualifications):** Professional qualifications and experience of key project personnel, relevant experience of the project team in developing and implementing comparable projects, and the suitability of the proposed team's experience for the technical and management requirements of the Project; staff with knowledge of applications connecting travel choices with payment options; and time commitment of key personnel and Team members.

3. **Experience and Qualifications of the Firm/Team Approach:** Specialized experience or knowledge of the firm in developing and implementing comparable projects, demonstrated competence of the firm, including sub-contractor(s) to perform SOW requirements, evidence of client satisfaction, and integrity and reputation of project team.

4. **References & Recommendations:** Provide, at minimum, three references indicating compliance with the Scope of Work (Section 2) and a portfolio of Mobile Applications deployed in public transit applications providing fixed- on-demand, and e-hail public transit services.

5. **Training Program**: A comprehensive training program, for in-person and virtual learning shall be provided outlining initial and ongoing training requirements.

6. **Cost Proposal:** The costs shall be itemized by Assignment and meet the RFP and SOW required elements; overall cost for system providing all desired and any optional elements (as provided in proposer's response); cost effective application development, ongoing operating & maintenance costs and the amount of SMART financial contribution to the project by Assignment.

5.02 SUBMISSION INSTRUCTIONS AND REQUIREMENTS

SMART reserves the right to award:

a) One agreement for all three Assignments; or
b) Award separate agreements for each assignment

Desired consideration shall be stated in the cover letter.

Proposer shall submit proposal(s) as follows:
Proposers shall review and base their proposal on the Scope of work located in RFP **Section 5**, including all terms and conditions and evaluation criteria of the RFP. Strict adherence to the specified proposal format and completeness of all required content are essential. Lack of any listed item may result in disqualification at SMART's discretion.

Electronic submittals shall be sent to dkotler@ridesmart.com as outlined below, with each tab representing a separate document, along with an additional document for the cost proposal.

1. **Tab 1: Cover Letter:** Identify the proposal by the RFP title. Provide a summary emphasizing the distinguishing factors that highlight your ability to perform the services described herein. It should be brief (two (2) pages maximum), and include all contact information inclusive of the name, address, telephone number, title, and signature of the contact person for this procurement. The signatory shall also be a person with the official authority to bind the company.

2. **Tab 2: Qualifications and Experience:** Provide a summary of your company's background, skills, experience, and a detailed list of key personnel, their roles and tasks in the proposed team relative to the services outlined in the Scope of Work.

3. **Tab 3: Past Performance (references):** Describe your company's experience in providing similar services in scope, magnitude, and complexity**,** including references from past and current projects (including with SMART, if applicable) and relevant past performance from the proposed team, including proposed Prime and its subcontractors.

4. **Tab 4: Technical Approach:** Provide a narrative illustrating the approach to providing the deliverables for each Assignment, which shall include but is not limited to: quality assurance methods, proposed schedule/timelines with milestones, roles and responsibilities, capabilities and capacities, and administrative approach. Additionally, submit a compliance table that

mirrors Tables 3 through 8 included in the Scope of Work. For each requirement, identify if able to meet requirement and provide an explanation if unable to fulfill that specific requirement.

For each Assignment identified in Section 2 of this RFP, proposers shall prepare their responses using the following questions and topics as an outline:

Assignment 1 - Mobile Real-Time Information (GTFS-Realtime + Traveler Information Tools)

1. **GTFS-Realtime Production & Quality**

    a) Describe how your system generates and maintains GTFS feeds for vehicle positions, trip updates, and service alerts
    b) Explain data validation processes and how you ensure strict adherence to GTFS standards
    c) Provide examples of successful integrations with third-party mobility apps using your GTFS feeds

2. **Distribution to Mobile Apps, Websites, and Regional Systems**

    a) Explain how real-time information is provided to mobile applications (e.g., Transit App, Google Maps, Apple Maps)
    b) Describe how the system supports regional trip planners and open APIs for regional partners
    c) Describe integration methods for digital signage, transit center displays, and bus stop displays

3. **Traveler-Facing Features**

    a) Describe your customer-facing tools for real-time arrival prediction, detour notifications, service alerts, and disruptions
    b) Explain your approach to multilingual messaging and accessibility compliance (ADA, guidelines)
    c) Describe any available branded or white-label traveler information apps, if offered

4. **Consistency Across Platforms**

    a) Explain how your system ensures consistent real-time information across all platforms (mobile, web, signage, regional planners)
    b) Describe your approach to managing outages or data disruptions to minimize rider impact

Assignment 2 - CAD-AVL System

1. **System Architecture & Technical Requirements**
    a) Describe the overall architecture of your CAD-AVL system, including onboard hardware, communications, and back-office components

b) Explain how your system supports high-frequency real-time vehicle location, including update intervals and accuracy levels

c) Describe your approach to maintaining continuous data communication in low-coverage environments

d) Provide details on your system's API capabilities and adherence to industry data standards

2. **Fixed Route & Demand Response Functionality**

a) Explain how the system supports both fixed-route and demand-response operations in a unified platform

b) Describe dispatch features, including route monitoring, pattern deviations, assignment tools, and driver communication

c) Describe how the system handles blended service types (e.g., deviated fixed routes, zone service, hybrid or on-demand features)

d) Explain how operators access the system (tablet, MDT, mobile device), and how trip manifests or assignments are delivered

3. **Operational Tools & Alerts**

a) Describe the tools for real-time incident management (detours, delays, emergencies)

b) Explain automated or rule-based alerting for schedule adherence, speed, geofencing, and passenger impacts

c) Describe messaging capabilities between dispatchers and operators, including logging and retention

4. **Data Management, Reporting & Compliance**

a) Describe standard reporting capabilities for operations, performance, and service quality.

b) Explain how the system supports required compliance reporting elements for fixed route and demand-response modes.

c) Describe the platform's data export options and compatibility with external analytics or planning tools

5. **Safety, Security & Reliability**

a) Describe cybersecurity protections, including encryption, access controls, and user authentication

b) Explain uptime guarantees, redundancy, and system recovery protocols

c) Provide information on hardware warranty, lifecycle expectations, and update schedules

Assignment 3 – Operations Module or Full Operations Suite
(Note: SMART may procure only supplemental modules if ODOT renews the Remix contract, or may consider full suite if not.)

1. **Modular Functionality & Compatibility**

   a) Describe each module available within your operations/planning suite (e.g., scheduling, run-cutting, block building, rostering, GTFS management)
   b) Explain the level of compatibility with Remix or other ODOT-provided systems
   c) Describe how modules can be procured and implemented independently if SMART elects to use only a portion of the suite

2. **Service Planning & Scheduling Tools**

   a) Describe your route planning, scenario building, and service redesign tools
   b) Explain how the system creates schedules, blocks, runs, and operator work assignments
   c) Describe capabilities for modeling changes in service levels, headways, stops, or operational constraints

3. **Integration with CAD-AVL and GTFS Feeds**

   a) Explain how the planning suite integrates with CAD-AVL data for schedule adherence analysis and operational improvements
   b) Describe how the system generates GTFS-Static, GTFS-RT and GTFS-Flex feeds
   c) Describe workflow processes for publishing updated service changes to CAD-AVL and rider-facing tools

4. **Reporting & Analytics**

   a) Describe built-in analytics features for ridership, productivity, service performance, and planning.
   b) Explain data export features and compatibility with external platforms or state-required reporting systems.
   c) Describe dashboard capabilities for planners, managers, and operations staff

5. **Implementation, Support & Training**

   a) Provide a proposed implementation timeline for each module or the full suite
   b) Describe your training program and materials for planners, schedulers, dispatchers, and customer service staff
   c) Describe your technical support structure, including response times and escalation procedures

Tab 5: Training Program: Provide an outline of the proposed training program specifically identifying hours of training to be provided for onboarding of SMART personnel, initial training for dispatchers and operators, as well as the continuing education program, status meetings, etc. This section needs to be in addition to the pre-recorded materials available through the Vendor's website.

Provide an outline of the proposed training program specifically identifying hours of training to be provided for onboarding of SMART personnel, initial training for dispatchers and operators, as well as the continuing education program, status meetings, etc. This section needs to be in addition to the pre-recorded materials available through the Vendor's website.

Tab 6: Cost Proposal: Provide a comprehensive total price, and price by Assignment, that covers all direct and indirect costs, such as labor, materials, taxes, duties, fees, and any other charges necessary to fulfill the requirements outlined in this RFP, including additional documents like addenda, contract drawings and technical specifications. If so, clearly state the amount required by task and provide a justification in the cost proposal document, which should be submitted as a separate file labeled "Cost Proposal".

5.03   PROPOSAL EVALUATION METHOD

SMART will follow evaluation criteria will be used for evaluation of received proposals and, if selected, for the interview process. Specific, and additional, instructions will be provided to the firm(s) selected to advance to the interview process.

Evaluation of the proposals will be conducted through a three-tier process. Only proposers earning a minimum of "GOOD" qualification will be advanced to the next step of the established evaluation process. Points earned in Tier One will be used as a weighted average during Tier Two evaluation process:

Tier One - Each of the RFP evaluation factors will be rated by SMART Evaluation Committee using the following subjective and numerical values as defined:

1. **Excellent**: Fully complies with the RFP requirements with the most desirable strengths and/or betterments, contains no errors, risks, weaknesses, or omissions. Exceeds in all aspects of the requirements, high probability of success, no significant weaknesses. (Numerical Value: 8-10)

2. **Good**: Compliant with RFP requirements with no errors, or risks, or weaknesses, or omissions. Substantial response: meets all aspects of the requirements and in some cases exceeds; high probability of success; no significant weaknesses. (Numerical Value: 5-7)

3. **Adequate**: Minimally compliant with the RFP requirements has errors, or risks, or weaknesses, or omissions, and is doubtful they be corrected and made acceptable. Generally, meets minimum or critical requirements; slight probability of success; weaknesses most likely cannot be readily corrected. (Numerical Value: 2-4)

4. **Poor**: Non-compliant with the RFP requirements, has errors, risks, weaknesses, or omissions and will be impractical or inefficient to correct and make acceptable; requires major revision. Lacking essential information; does not meet minimal requirements; significant weaknesses, and near zero probability of success. (Numerical Value: 0-1)

Tier Two -- Each of the RFP evaluation factors will be rated by SMART using the following evaluation criteria:

Evaluation Criteria	
Assignment 1 System design accommodates interoperability with ability for progressive web design, GTFS functions, interchangeable between fixed-route and on-demand functions and meets ADA accessibility requirements	Up to 15 Points
Assignment 2 System design, reliability, accuracy, update frequency, hardware approach, API capabilities	Up to 15 Points
Assignment 3 Fully integrates with CAD-AVL, GTFS with blocking, run-cutting, services assignments, rostering, etc. allowing to determine local business parameters as well as demographics and data analytics to support route planning and reporting	Up to 15 Points
Data, Reporting & Compliance Reporting features, export options, compliance-supporting tools and analytics	Up to 5 Points
System Architecture & Technical Approach System design, reliability, accuracy, update frequency, hardware approach, API integration capabilities cybersecurity, uptime guarantees, redundancy	Up to 20 Points
Experience Past record of performance with other government agencies and/or public bodies including complexity and of work and ability to meet schedules	Up to 5 Points
Implementation & Training: Comprehensive training program for initial and ongoing training opportunities. Customer service model	Up to 10 Points
Cost Control Reasonableness of cost schedule/proposal including hardware approach and Software as a Service fees	Up to 15 Points

Up to three proposers may be invited to participate in the interview process.

Should the City elect to hold interviews of proposers, a specific set of instructions will be forwarded to each selected proposer deemed responsive to participate in an in-person interview process scheduled for April 29, 2026. Proposers are advised to keep the entire day open.

The interview process will include a series of generic questions (same questions for all proposers), clarifying and technical questions specifically developed and directed to each proposer based on the proposed solution and a section for a Day-In-A-Life specific to the operations and dispatch teams.

5.04 EVALUATION PROCESS

Proposals will be evaluated based upon the information provided in response to the RFP. An Evaluation Committee will be established of individuals with experience and expertise deemed relevant in order to evaluate the proposal. The SMART may include representatives from SMART, both voting and non-voting members (Technical Advisors), representatives from other agencies, and the general public.

SMART reserves the right to request clarification and/or request additional information from the Proposer if necessary. Such clarifications and/or additional information shall be submitted by the Proposer as an Addendum to their proposal upon request of the Contracting Officer. However, since no additional input may be requested, Proposer is advised to submit complete information in their proposal. Steps 4-6 are at the sole discretion of SMART, Proposer is advised to submit their proposal without the expectation of SMART to exercise any of the options.

- **STEP 1: RESPONSIVENESS AND RESPONSIBILITY REVIEW**

  The Contracting Officer shall perform an evaluation of all proposals in order to determine if a Proposer meets the requirements of the RFP and to ensure that unacceptable exceptions or conditions are not proposed. This is a "Pass/Fail" determination. SMART reserves the right to waive any minor irregularities or to seek additional clarifications from Proposers. Only proposals receiving a "Pass" determination will be evaluated further.

- **STEP 2: EVALUATION OF TECHNICAL PROPOSAL**

  The Technical Proposal shall be evaluated and scored based on Evaluation Criteria.

  After evaluations, SMART's staff may request additional detailed elements of the proposals or clarifications. This process does not constitute negotiations. Negotiations may be conducted at the discretion of SMART. SMART reserves the right to award a contract without discussions or negotiations.

- **STEP 3: EVALUATION OF COST PROPOSAL**

  The overall project costs, reasonableness of those costs, as well as the proposed cost to SMART (if any) will be considered in evaluation. The total project cost and reasonableness will still be considered as an evaluation factor by SMART.

  Once Steps 1-3 are completed the SMART will determine the competitive range using the non-exclusive list of criteria contained in the "Evaluation Factors". Only proposals within the competitive range will continue in the evaluation process.

- **STEP 4: ORAL PRESENTATIONS OR INTERVIEW/S (at the option of SMART)**

  SMART may authorize the use of oral presentations and/or interviews as a method of presenting the Proposers proposal or obtaining additional information. If applied, SMART will invite competitive Proposers to make a presentation to or participate in interviews with SMART.

  Interviews are scheduled for April 29, 2026, between the hours of 9:00 a.m. and 5:00 p.m. at SMART's offices in Wilsonville, Oregon. The purpose of such presentations or interviews would be to allow the Proposer to present their proposed solutions to SMART and for the SMART to obtain additional information; the key points in the presentations and interviews will be evaluated by SMART.

- **STEP 5: NEGOTIATIONS**

  SMART may, at its sole discretion, enter into negotiations with any Proposer found to be in the competitive range. Negotiations may include, but not be limited to Scope of Work, contract schedule, contract terms and conditions, technical specifications, and price. SMART has sole and final authority to terminate negotiations and exercise other options available to procure such services.
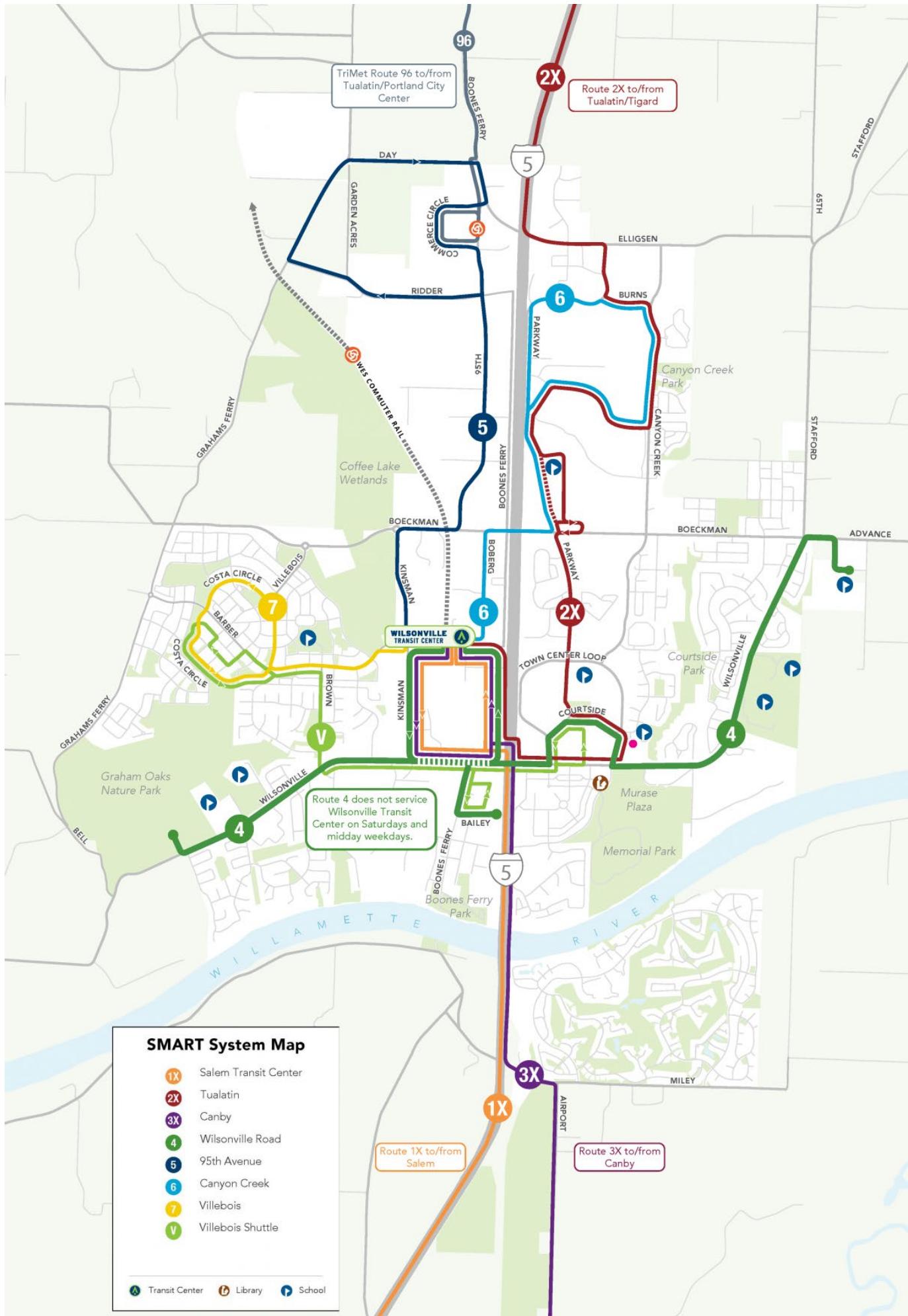
- **STEP 6: FINAL DETERMINATION**

  It is the task of SMART to independently score each proposal and then collectively determine which proposal is the "Best Value" to SMART based upon the evaluation method scoring, risk factors assigned and final proposal costs. The Proposer, or Proposers if applicable, deemed to be the "Best Value" using the "*subjective decision-making tradeoff process*" of evaluation will be the Proposer, or Proposers, recommended to the City of Wilsonville City Council for award.

END OF SECTION

ATTACHMENTS

- Attachment 1: SMART System Map
- Attachment 2   Acknowledgement of Addenda
- Attachment 3: Draft Agreement with Federal Terms and Federal Forms
- Attachment 4: Cost Proposal Metrix

SMART System Map

96 — TriMet Route 96 to/from Tualatin/Portland City Center

2X — Route 2X to/from Tualatin/Tigard

Route 4 does not service Wilsonville Transit Center on Saturdays and midday weekdays.

WILSONVILLE TRANSIT CENTER

WILLAMETTE RIVER

Route 1X to/from Salem

Route 3X to/from Canby

SMART System Map

- 1X Salem Transit Center
- 2X Tualatin
- 3X Canby
- 4 Wilsonville Road
- 5 95th Avenue
- 6 Canyon Creek
- 7 Villebois
- V Villebois Shuttle

Transit Center   Library   School

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ATTACHMENT 2

Addendum Acknowledgement Form

RFP #2026-001

Mobility Eco-System

CAD-AVL
Planning and Passenger Information System

Acknowledgement of the Received Addendum #:

Addendum #1   _____
                     DATE

Addendum #2   _____
                     DATE

Addendum #3   _____
                     DATE

Addendum #4   _____
                     DATE

Addendum #5   _____
                     DATE

Addendum #6   _____
                     DATE

Name of the Firm: _____

Firm Contact: _____

Email: _____

Phone Number: _____

Mailing Address: _____

                        _____

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CITY OF WILSONVILLE
GOODS AND SERVICES CONTRACT

This Goods and Services Contract ("Contract") for the Mobility Ecosystem Software as a Service Project ("Project") is made and entered into on _____ ("Effective Date") by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the "City"), and _____, a(n) _____ *[corporation/LLC]* (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City requires services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Contractor is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Scope of Work

Contractor will supply the software, licensing, onboarding, and ongoing support and training, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the "Work"). Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Scope of Work.

Section 2. Term

The term of this Contract shall be from the Effective Date for a period of three (3) years, unless earlier terminated in accordance herewith. Thereafter, the City will have the option to renew this Contract for up to two (2) additional one (1) year periods, by written amendment to this Contract.

Section 3. Contract Sum/Project Scope

> 3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed _____ **Dollars (\$_____)**, for performance of the Work ("Contract Sum"). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

3.2.   Contractor's Contract Sum is all-inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers' compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

3.3.   Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.

Section 4. City's Rights and Responsibilities

4.1.   The City will designate a Project Manager to facilitate day-to-day communication between Contractor and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

4.2.   Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 14**.

Section 5. City's Project Manager

The City's Project Manager is Diana Kotler. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

Section 6. Contractor's Project Manager

Contractor's Project Manager is _____. In the event that Contractor's Project Manager is changed, Contractor shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Contractor's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Contractor that is not from Contractor's Project Manager, the City may request verification by Contractor's Project Manager, which verification must be promptly furnished.

Section 7. Subcontractors and Assignments

7.1.   Contractor shall not subcontract with others for any of the Work prescribed herein, assign this Contract, or assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Any attempted assignment of this Contract without the written consent of the City will be void.

7.2.	Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

7.3.	Unless otherwise specifically provided by this Contract, a written consent granted in accordance with **Section 7.2**, or a valid amendment pursuant to **Section 16**, the City incurs no liability to third parties for any compensation (the City is not required to reimburse any costs for services performed by others on behalf of Contractor).

7.4.	Contractor shall defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Contractor's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Contractor shall require that all of Contractor's subcontractors also comply with and be subject to the provisions of **Section 8**, below, and meet the same insurance requirements of Contractor under this Contract.

7.5.	The City has the right to enter into other agreements for the Project, to be coordinated with this Contract. Contractor must cooperate with the City and other firms, engineers, or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Contractor must furnish other engineers, subcontractors, and affected public utilities, whose designs are fitted into Contractor's design, detail drawings giving full information so that conflicts can be avoided.

Section 8. Contractor Is Independent Contractor

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 3** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

Section 9. Contractor's Responsibilities

9.1.	The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City.

9.2.	Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers' compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including, but not limited to, taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

9.3.	Contractor must maintain a City of Wilsonville or Metro business license at all times while performing Work under this Contract.

9.4.	No person shall be discriminated against by Contractor or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

9.5.	Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract.

9.6.	Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

9.7.	With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

9.7.1.   All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

9.7.2.   All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

9.7.3.   All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

9.8.   Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

9.9.   The hourly rate of wage to be paid by any Contractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

9.10.   Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

9.11.   In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including, but not limited to, ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

9.12.   Contractor shall be liable for any fine imposed against Contractor, the City, or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor, or any of its subcontractors or their subcontractors, or any suppliers.

9.13.   Because this contract is funded, in part, by federal funds, Contractor must comply with all the required federal provisions of the Federal Transit Administration (FTA), as set forth in **Section 10**, below, some of which may overlap with those stated in this Section. Should a conflict exist, the stricter provision shall apply unless otherwise specifically pre-empted by federal law.

Section 10. Required Federal Provisions

This Contract is funded, in whole or in part, with federal funds. Contractor must therefore comply with all of the following, in addition to the provisions listed above:

10.1. **Buy America.** Contractor agrees to comply with 49 USC § 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 USC § 5323(j)(2)(C) and 49 CFR § 661.11. All steel must originate in the USA and not leave the USA at any point. Contractor shall have submitted the appropriate Buy America certification to the City before commencement of any Work. Contractor must have submitted to the City the appropriate Buy America certification with its Bid, as bids that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. See **Exhibit B**.

10.2. **Clean Air and Clean Water.** Contractor agrees to comply with the inspection and other requirements of the Clean Air Act, as amended (42 USC § 7401 *et seq.*), and the Federal Water Pollution Control Act, as amended (33 USC § 1251 *et seq.)*. Contractor agrees it will not use any violating facilities, it will report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (EPA) "List of Violating Facilities," and it will report any violation of use of prohibited facilities to the City. Contractor understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding $150,000, financed in whole or in part with federal assistance provided by the FTA.

10.3. **Energy Conservation.** Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

10.4. **Recovered Materials.** Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended (42 USC § 6962), and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials" (40 CFR Part 247).

10.5. **Lobbying Restrictions.** Contractor certifies, to the best of its knowledge and belief, that:

10.5.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

10.5.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.5.3. Contractor will require that the language of this certification be included in the award documents for all sub-awards, at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

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

10.6. **Access to Records and Reports.** The following federal access to records requirements apply to this Contract:

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

10.6.2. Retention Period. Contractor agrees to comply with the record retention requirements in accordance 2 CFR § 200.333. Contractor will maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records will be maintained until the City, SMART, the Federal Transit Administration (FTA) Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

10.6.3. Access to Records. Contractor agrees to provide the City, SMART, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, sufficient access to any books, documents, papers, and records of Contractor which are related to performance of this Contract for the purposes of making audits, examinations, excerpts, and transcriptions, as reasonably may be required. Contractor also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed.

10.6.4. <u>Access to the Sites of Performance</u>. Contractor agrees to permit the FTA and its contractors access to the sites of performance under this Contract as reasonably may be required.

10.7. **Contract Work Hours and Safety Standards.** Contractor will comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 USC § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act; 40 USC § 3701 *et seq.*; and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 CFR Part 5).

10.7.1. <u>Records Retention</u>. Contractor will maintain payrolls and basic payroll records during the course of performance of the Services under this Contract and will preserve them for a period of three (3) years from the completion of the Services for all laborers and mechanics, including guards and watchmen, working on the Services. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

10.7.2. <u>Access to Records</u>. The records maintained pursuant to **Subsection 10.7.1** will be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

10.7.3. <u>Subcontracts</u>. Contractor will require the inclusion of the language of this **Section** Error! Reference source not found. within subcontracts of all tiers.

10.8. **Civil Rights Requirements.**

Under this Contract, Contractor will, at all times, comply with the following requirements and will include these requirements in each subcontract entered into as part thereof:

10.8.1. <u>Nondiscrimination</u>. In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12132), and federal transit laws at 49 USC § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, or national origin. In addition, Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.

10.8.2. <u>Race, Color, Religion, National Origin, Sex</u>. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e *et seq.*), and federal transit laws at 49 USC § 5332, Contractor agrees to comply with all applicable equal employment opportunity

requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (41 CFR Chapter 60), and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965; 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, 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, Contractor agrees to comply with any implementing requirements the FTA may issue.

10.8.3. <u>Age</u>. In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act" (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); U.S. Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance" (45 CFR Part 90); and federal transit law at 49 USC § 5332, Contractor agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Contractor agrees to comply with any implementing requirements the FTA may issue.

10.8.4. <u>Disabilities</u>. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794); the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 *et seq.*); the Architectural Barriers Act of 1968, as amended (42 USC § 4151 *et seq.*); and federal transit law at 49 USC § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements the FTA may issue.

10.9. **Disadvantaged Business Enterprises.**

If the City must adopt a Disadvantaged Business Enterprise (DBE) program, the parties will execute a written amendment so that this Contract becomes subject to the City's DBE program.

10.9.1. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The percentage of SMART's overall goal for DBE participation will be determined when and if the City adopts a DBE program. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

10.9.2. Contractor and any subrecipient or subcontractor, shall not discriminate on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin in the performance of this Contract. Contractor

shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

10.9.3. Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after Contractor's receipt of payment for that work from the City. In addition, *Contractor may not hold retainage from its subcontractors*.

10.9.4. Contractor must promptly notify the City whenever 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. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of the City.

10.10. **Program Fraud and False or Fraudulent Statements and Related Acts.**

10.10.1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 USC § 3801 *et seq*.), and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies" (49 CFR Part 31), apply to its actions pertaining to this Project. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted Project for which the Services are being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

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

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

10.11. **Suspension and Debarment.**

10.11.1. Contractor must comply with and facilitate compliance with U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment" (2 CFR

Part 1200), which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" (2 CFR Part 180). Contractor is required to verify that its principals, affiliates, and any subcontractors are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

10.11.2. Contractor is required to comply with Subpart C of 2 CFR Part 180, as supplemented by 2 CFR Part 1200, and must include the requirement to comply with Subpart C of 2 CFR Part 180 in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, Contractor has certified as follows:

> ***The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.***

10.12. **Trafficking in Persons.**

10.12.1. Contractor agrees that it and its employees that participate in the Project covered under this Contract may not:

10.12.1.1. Withhold monthly progress payments;

10.12.1.2. Engage in forms of trafficking in persons during the period of time that this Contract is in effect;

10.12.1.3. Procure a commercial sex act during the period of time that this Contract is in effect; or

10.12.1.4. Use forced labor in the performance of the Agreement or any subcontracts thereunder.

10.12.2. Contractor agrees to comply, and assures the compliance of each subrecipient, with federal requirements and guidance, including:

10.12.2.1. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g); and

10.12.2.2. The terms of this Section, which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction.

10.12.3. Contractor agrees to, and assures that each subrecipient will:

10.12.3.1. Inform the FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this clause; and

10.12.3.2. Include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, suppliers, and subcontractors at every tier, including this requirement to flow down the clause.

10.13. **Safe Operation of Motor Vehicles.** Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

10.14. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

10.14.1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

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

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

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

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

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

10.14.3. See *Public Law 115-232*, Section 889, for additional information.

10.15. **Federal Changes.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

10.16. **Violation and Breach of Contract; Termination.** The clauses concerning violation and breach of this Contract and termination of this Contract can be found in **Section 14**, below.

10.17. **No Obligation by the Federal Government.**

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

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

10.18. **Federal Transit Administration (FTA) Terms Controlling.** Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail

to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

Section 11. Indemnity

11.1.   <u>Indemnification</u>. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim to the extent directly or indirectly caused by Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 11.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Contractor shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation, to the extent they result, directly or indirectly, from the negligent acts, omissions, errors, or willful or reckless misconduct by Contractor.

11.2.   <u>Standard of Care</u>. In the performance of the Work, Contractor agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession practicing in the Portland metropolitan area. Contractor will re-perform any Work not meeting this standard without additional compensation. Contractor's re-performance of any Work, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Contract or within the prescribed timeframe.

Section 12. Insurance

12.1.   <u>Insurance Requirements</u>. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or Work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

12.1.1. Commercial General Liability Insurance. Contractor and any subcontractors shall obtain, each at their own expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **Two Million Dollars ($2,000,000)** for each occurrence and **Three Million Dollars ($3,000,000)** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **Two Million Dollars ($2,000,000)** per occurrence, Fire Damage (any one fire) in the minimum amount of **Fifty Thousand Dollars ($50,000)**, and Medical Expense (any one person) in the minimum amount of **Ten Thousand Dollars ($10,000)**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

12.1.2. Professional Errors and Omissions Coverage. Contractor and any applicable subcontractors agree to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Work hereunder with a limit of no less than **Two Million Dollars ($2,000,000)** per claim and aggregate. Contractor and any applicable subcontractors shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Contractor or subcontractors. Such policy shall have a retroactive date effective before the commencement of any work by Contractor or subcontractors on the Work covered by this Contract, and coverage will remain in force for a period of at least three (3) years after termination of this Contract.

12.1.3. Business Automobile Liability Insurance. If Contractor or any subcontractor will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per accident shall not be less than **Two Million Dollars ($2,000,000)**.

12.1.4. Workers' Compensation Insurance. Contractor, any subcontractors, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **Five Hundred Thousand Dollars ($500,000)** each accident.

12.1.5. Insurance Carrier Rating. Coverages provided by Contractor and any subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

12.1.6. <u>Additional Insured and Termination Endorsements</u>. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in Commercial General Liability, Automobile Liability, and Excess Liability insurance coverages. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, and Excess Liability policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 07 04 or its equivalent, and products and completed operations via ISO Form CG 2037 07 04 or its equivalent. Coverage shall be Primary and Non-Contributory, with the exception of Professional Errors and Omissions Coverage and Workers Compensation. Waiver of Subrogation endorsement under Consultant's Commercial General Liability, Auto Liability, and Workers Compensation policies shall be provided via ISO Form CG 2404 07 04 or its equivalent. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or non-renewal of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by any subcontractors performing any of the Work contemplated under this Contract.

12.1.7. <u>Certificates of Insurance</u>. As evidence of the insurance coverage required by this Contract, Contractor shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days' prior advance notice and Contractor will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage that fails to meet the terms of this Agreement, as provided above.

12.2. <u>Primary Coverage</u>. The coverage provided by the Commercial General Liability and Business Automobile Liability policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

Section 13. Suspension

The City may suspend, delay, or interrupt all or any part of the Work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for the delay was within Contractor's control. The City shall not be responsible for Work performed by any subcontractors after notice of suspension is given by the City to Contractor.

Section 14. Early Termination; Default

14.1.   This Contract may be terminated prior to the expiration of the agreed upon terms:

14.1.1. By mutual written consent of the parties;

14.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person; or

14.1.3. By Contractor, effective upon seven (7) calendar days' prior written notice, in the event of substantial failure by the City to perform in accordance with the terms through no fault of Contractor, where such default is not cured within the seven (7) calendar day period by the City. Withholding of disputed payment is not a default by the City.

14.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to, all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

14.3. If the City terminates this Contract for its own convenience not due to any default by Contractor, payment of Contractor shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Contractor against the City under this Contract.

14.4. Termination under any provision of this **Section 14** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, for which Contractor has received payment or the City has made payment.

Section 15. Survival

Termination under **Section 14** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. In particular, **Sections 8, 9.2, 9.12, 11,** Error! Reference source not found.**,** Error! Reference source not found.**, 14.2, 17,** and **18** will survive the expiration of the term of this Contract, or termination of this Contract under **Section 14**.

Section 16. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor.

Section 17. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or three (3) calendar days after having been deposited in the United States mail as first class mail or certified mail, return receipt requested, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

    To City: City of Wilsonville
             Attn: Diana Kotler, Transit Operations Manager
             29799 SW Town Center Loop East
             Wilsonville, OR 97070

    To Contractor: _____
             Attn: _____

             _____
             _____

Section 18. Miscellaneous Provisions

  18.1. <u>Integration</u>. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Contract shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

  18.2. <u>Legal Effect and Assignment</u>. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

  18.3. <u>No Assignment</u>. Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

  18.4. <u>Adherence to Law</u>. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including, but not limited to, laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of the Contract.

  18.5. <u>Governing Law</u>. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

18.6.   Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

18.7.   Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

18.8.   Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

18.9.   Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

18.10.   Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

18.11.   Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

18.12.   Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

18.13.   Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

18.14.   Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

18.15.   Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to

provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

18.16. <u>Interpretation</u>. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party, and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

18.17. <u>Entire Agreement</u>. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein represent the entire agreement between the parties.

18.18. <u>Counterparts</u>. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

18.19. <u>Authority</u>. Each party signing on behalf of Contractor and the City hereby warrants actual authority to bind their respective party.

The Contractor and the City hereby agree to all provisions of this Contract.

CONTRACTOR: **CITY:**

_____   CITY OF WILSONVILLE

By:_____   By:_____

Name:_____   Name:_____

As Its:_____   As Its:_____

                                                   APPROVED AS TO FORM:

                                                   By:_____
                                                   Name:_____
                                                   City of Wilsonville Legal Counsel

EXHIBIT A

SCOPE OF WORK

[PLACEHOLDER]

BUY AMERICA CERTIFICATION

Certification Requirement for the Procurement of Steel, Iron, or Manufactured Products

SMART Mobility Eco-System

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA REQUIREMENTS:

The bidder or offeror hereby certifies that it will comply with the requirements of 49 USC 5323(j), and the applicable regulations in 49 CFR Part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA REQUIREMENTS:

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j), but it may qualify for an exception to the requirement pursuant to 49 USC 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

EXHIBIT B

ATTACHMENT 4

Cost Proposal - City of Wilsonville South Metro Area Regional Transit

Proposer Name: _____

Initial Design, Integration, Set-Up and Testing

Item Description	Quantity	Unit	Unit Price	Total Price
Project Services				
Project Administration & Set-Up				
Project Design & Integration				
Onboarding Design & Integration				
Testing & Corrective Action				
Installation Documentation				
Training Documentation & User Manuals				
Ongoing Maintenance Support				
			Subtotal	

Annual Ongoing Support and Licensing Subscription

Item Description	Quantity	Unit	Price	Total Price
Operating Platform				
Assignment 1 - Mobile Application & Trip Planning Subscription_Required Components				
Assignment 1 - Mobile Application & Trip Planning Subscription_Essential Components				
Assignment 1 - Mobile Application & Trip Planning Subscription_Desired Components				
Assignment 2 - CAD-AVL_Required Components				
Assignment 2 - CAD-AVL_Essential Components				
Assignment 2 - CAD-AVL_Desired Components				
Assignment 3 - Planning Software_Required Components				
Assignment 3 - Planning Software_Essential Components				
Assignment 3 - Planning Software_Desired Components				
			Subtotal	

Hardware & Onboard Equipment and Installation

Item Description	Quantity	Unit	Price	Total Price
Onboard Hardware				
Vehicle Logic Unit & Associated Equipment				
Mobile Data Terminal & Associated Equipment				
Automated Stop Announcements & Associated Equipment				
Internal Operating Networks Connectivity & Associated Equipment				
Automatic Passenger Counter (APC) & Associated Equipment				
Required Software Licenses				
Installation				
Other Equipment (explain)				
			Subtotal	

Training& Ongoing Support				
Item Description	Quantity	Unit	Price	Total Price
Communication				
Operations Training Module				
Passenger Information Training Module				
Bus Operator Training Module				
Reporting, Data Validation and Warehousing Training Module				
Customer Service Training Module				
Maintenance Training Module				
Administrative Training Module				
Annual Training Updates_In-Person				
Ongoing support, training and associated services				
			Subtotal	

Integration & External Equipment				
Item Description	Quantity	Unit	Price	Total Price
Communication				
Integration with Destination Signs				
Integration with Onboard Camera System				
Integration with Automated Passenger Counting System				
			Subtotal	

TOTAL ONE-TIME IMPLEMENTATION COST

TOTAL TRAINING & ONGOING SUPPORT COST

TOTAL LICENSING & SUBSCRIPTION COST