

January 27, 2025

Request for Proposals

ADA Scheduling Software #01-2025TF



Rogue Valley Transportation District

101 S. Front Street
Medford, OR
97501

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SECTION 1: GENERAL INFORMATION

1.1 Agency Information

Request For Proposal (RFP) ADA Scheduling Software #01-2025TF

Procuring Agency: Rogue Valley Transportation District

Address: 101 S. Front Street
Medford, Oregon 97501

Project Manager: Tim Fountain

Email: tfountain@rvtd.org

Phone/Fax: (541) 842-2072 / (541) 842-2071

1.2 Background and Objectives

Background

The Rogue Valley Transportation District (RVTD) is a Public Transportation Special District formed in 1975 in Jackson County, Oregon. RVTD is funded through property taxes, fare revenue, state and federal grants, advertising and other miscellaneous revenue. RVTD operates 15 routes, Monday – Saturday with a fleet of 45 buses. RVTD also operates several other transportation programs including their accessible transportation program Valley Lift, which operates with a fleet of 26 vans operating the same days and hours as the fixed route.

Valley Lift Accessible Services

RVTD operates their Valley Lift program, an accessible, shared-ride, origin-to-destination transportation service for individuals living within ¼ mile (known as the Valley Lift service boundary) of a bus stop. Valley Lift operates Monday – Friday 0500 – 2145 and Saturdays from 0700 – 1900. Currently, there is no service on Sundays. The district operates a fleet of 26 vehicles (gas, gas hybrid, all electric) for Valley Lift services but expects to increase that number as the district and demand for accessible transportation grows. The average number of vehicles RVTD uses daily is between 14 and 20 vehicles. Dispatching and scheduling are currently facilitated through TripSpark Novus scheduling software, and all Valley Lift vans are equipped with TripSpark MDT Rangers which communicate trip information and route directions to drivers. Valley Lift services meet or exceed the requirements of 49 CFR Part 37 of the DOT ADA regulation.

The district also holds contracts with social service agencies including the Oregon Department of Human Services (DHS) and the Oregon Health Authority (OHA) to provide accessible transportation services to individuals with disabilities traveling to and from work and to assist low-income individuals with disabilities to remain living independently in their local community by removing the cost of transportation as a barrier. Unlike the Valley Lift program, RVTD's DD53 Program and the RVTD PLUS Program provide services up to 1.5 miles from a fixed route bus stop. RVTD is looking for solutions that

allow the creation of both ¼ mile boundary and 1.5-mile boundary within a single map. All trips under the DD53 and PLUS programs are free to registered users.

There are two ways trips can be scheduled on the Valley Lift program. Clients can either make their transportation requests by phone or through RVTD's online portal currently managed through the TripSpark Novus software. All requests are accommodated the day after. Call takers will collect basic trip information and note any special requests, additional passengers or mobility devices before providing the caller their pickup window. RVTD recognizes a 15-minute window on either side of their requested pickup time for initial pickups from home, 30 minutes from their requested pickup time for all other requests and will-calls are accommodated within 1 hour of the clients call for return. All trips are \$4 per leg except for the DD53 and PLUS Program trips which are free to the rider.

ADA Paratransit (Valley Lift) Statistics (2020 - 2025 ridership numbers)

- Total Number of Vehicles: 26
- Pre-Pandemic ridership numbers: 2018-19: 46,894
- Post-Pandemic ridership numbers:
 - 2020-21: 27,294
 - 2021-22: 35,087
 - 2022-23: 39,818
 - 2023-24: 40,142
 - 2024-25: 42,500 (Estimated)

Objectives

The Rogue Valley Transportation District (RVTD) is requesting proposals from qualified CONTRACTORS to implement and administer the District's ADA Paratransit software. Preferred CONTRACTORS should provide a platform that supplies an on-demand environment for managing and supporting RVTD's ADA demand responsive transportation services. In the event a single CONTRACTOR cannot provide all the components of the needed software, RVTD reserves the right to award to multiple CONTRACTORS to meet the district's needs. RVTD's preference is to procure a single, unified software solution that incorporates all essential software components and associated equipment.

Outlined in Section 2. Features and Services are pieces of equipment and software that RVTD has designated as required to procure. RVTD currently has Samsung Tablets and chargers new in box available to be used for this project. However, RVTD will consider proposals that offer alternative hardware (i.e. MDT, tablets) if necessary. It is preferred that CONTRACTORS possess the ability to interface with other equipment and software.

RVTD is requesting a technology solution to continue to enhance its ADA transportation services. RVTD seeks to improve the efficiency and effectiveness of our services through the acquisition and implementation of a centralized on-premises or cloud based scheduling and dispatching software solution. RVTD seeks a complete solution that at a minimum, reduces manual data entry, automates trip scheduling and assignments, improves routing and reduces unnecessary mileage and travel time, increases the overall customer experience, access and service usage.

It is RVTD's intent to provide CONTRACTORS the opportunity to offer proven software products with minimal customizations to meet the RVTD's software needs. The specifications herein may not have addressed all the functional elements of a particular CONTRACTOR'S software product/IT technology.

Such omissions are not intended to imply the district does not desire these elements under this procurement. A full featured, functionally diverse software package is encouraged as long as it meets or exceeds the basic needs described in the requirements.

Specifically, software must support the following key ADA requirements as outlined in the FTA ADA regulations for providing transportation services to individuals with disabilities:

1. Ensure scheduling software offers equivalent levels of access, availability and responsiveness as required by the ADA
2. Facilitate compliance with criteria such as service area, response times, fares, trip purpose restrictions and capacity constraints.
3. Include features to accommodate individuals with disabilities, such as trip scheduling for mobility devices and other reasonable modifications to ensure usability
4. Ensure accurate data collection and reporting to demonstrate compliance with ADA requirements, including trip denials, no-shows and capacity constraints.

More information on FTA ADA requirements for public agencies can be found at:

<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/part-37-transportation-services-individuals-disabilities>

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SECTION 2: FEATURES AND SERVICES RVTD IS SEEKING

It is required that CONTRACTORS bid on at least one item listed as “required” and state their terms for integrating that feature with other CONTRACTORS who may be selected to provide the remaining core features. Items listed as “required” are intended to be awarded during this procurement process. Items on the “options” list may or may not be awarded. CONTRACTORS are encouraged to bid on “required” items in addition to any “options” on the list. Given the nature of this procurement, multiple awards may be possible, and it is important CONTRACTORS outline their abilities to interface with other CONTRACTORS.

The following tables list the required and optional software features RVTD is requesting.

Required: Sections marked with an “X” are required by RVTD. Sections not marked with an “X” are optional items that are preferred but not required.

Included: Check box if your solution currently includes the software feature listed.

Not Available: Check box if your solution does not offer this software feature.

I.0	General Specifications	Required	Included	Not Available
1.1	The platform shall be allow for the comingling of multiple service types and service models and passenger categories and program types.	X	<input type="checkbox"/>	<input type="checkbox"/>
1.2	The ability to scale new and existing services, the ability to create, modify and configure new and existing zones as needed and independent from Contractor or require custom development.	X	<input type="checkbox"/>	<input type="checkbox"/>
1.3	The platform shall allow RVTD to customize branding elements of any public facing interface (mobile application, website, driver interface, etc.)	X	<input type="checkbox"/>	<input type="checkbox"/>
1.4	RVTD expects a highly available SaaS Cloud hosted or on-premises solution that maintains a continual uptime of 99.99% availability. Any cloud/hosted solution proposed, must meet the following expectations: Recovery Time Objective (RTO) is 4 hours and the Recovery Point Objective (RPO) is 24 hours.	X	<input type="checkbox"/>	<input type="checkbox"/>
1.5	The contractor shall, at minimum, comply with Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Part 160 and 164, Subparts A, C and E. This rule, commonly known as the Security Rule, was adopted to implement provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The contractor and any third-party subcontractors used by the contractor shall ensure that full compliance be maintained at all times with the requirements of HIPAA, 45 CFR Part 160 and 164, Subparts A, C and E, as amended.	X	<input type="checkbox"/>	<input type="checkbox"/>
1.6	The software must integrate identities from RVTD's Azure AD tenant using a modern authentication protocol (SAML).	X	<input type="checkbox"/>	<input type="checkbox"/>
1.7	CONTRACTORS shall ensure successful usage of the technology platform for the project implementation. The software platform should be flexible enough to accommodate RVTD's service and operational requirements and future service and program growth	X	<input type="checkbox"/>	<input type="checkbox"/>

1.8	Platform shall be user-friendly and shall apply user experience (UX) and user interface (UI) principles such as ease of use, usefulness, visual design and functionality for end users.	X	<input type="checkbox"/>	<input type="checkbox"/>
1.9	GIS data import feature, vehicle location reporting using GPS data and AVL map display.	X	<input type="checkbox"/>	<input type="checkbox"/>
1.10	ADA Title II WCAG 2.1 compliant features and enhancements for the mobile application or browser by April 2026. https://www.govinfo.gov/content/pkg/FR-2024-04-24/pdf/2024-07758.pdf	X	<input type="checkbox"/>	<input type="checkbox"/>
1.11	Remote real-time monitoring of service operations.	X	<input type="checkbox"/>	<input type="checkbox"/>
1.12	Survey mechanisms for passengers to complete at the end of each trip through app, scheduling portal, etc.	X	<input type="checkbox"/>	<input type="checkbox"/>
1.13	At the discretion of RVTD, software shall allow RVTD to restrict the number of rides a passenger may take per day, week, month or year including time of day.in increments defined by RVTD.	X	<input type="checkbox"/>	<input type="checkbox"/>
2.0	Passenger Management			
2.1	Allow manual entry of passenger information by RVTD staff. System shall limit the duplication of passenger records.	X	<input type="checkbox"/>	<input type="checkbox"/>
2.2	Allow RVTD to create accounts on behalf of passengers and delegates.	X	<input type="checkbox"/>	<input type="checkbox"/>
2.3	Allow certification date (start) and expiration date (end date) (as applicable) define when a passenger is authorized to begin receiving services based on funding source.	X	<input type="checkbox"/>	<input type="checkbox"/>
2.4	Automate passenger eligibility status correspondence by sending emails or other appropriate functions/ communications to passengers regarding their assessments, appeals, eligibility, denials or approvals.		<input type="checkbox"/>	<input type="checkbox"/>
2.5	Track emergency contact information for passengers including email, phone, name, address, relationship, etc.	X	<input type="checkbox"/>	<input type="checkbox"/>
2.6	Trip-by-trip eligibility where software, real-time, determines if the passenger can independently travel on fixed route or, due to their disability, must use paratransit for their trips. Should consider multiple conditions such as temperature, all bus stop amenities, weather, distance to final destination, etc.		<input type="checkbox"/>	<input type="checkbox"/>
2.7	The district seeks a customer feedback and complaint handling solution that allows both rider and/or their delegates the ability to report complaints or compliments easily and through the rider app and district website. Solution must allow the district to track the process from start to finish ensuring compliance and accountability and provide detailed reporting.		<input type="checkbox"/>	<input type="checkbox"/>
2.8	Enables authorized delegates to independently schedule rides for their clients through a dedicated portal and/or app, accessible with a single login.		<input type="checkbox"/>	<input type="checkbox"/>
3.0	Passenger Interface/App			
3.1	Passenger app available for free from Google and Apple app stores. The application shall be compatible with Android and Apple devices and be compatible with Android and iOS systems	X	<input type="checkbox"/>	<input type="checkbox"/>

3.2	Allow passengers to create and modify their account and store personal and payment information (when relevant) independent of RVTD. RVTD to determine which information can be edited by passenger.	X	<input type="checkbox"/>	<input type="checkbox"/>
3.3	Provide an “opt-in” that will allow RVTD to use district email addresses to communicate related information.		<input type="checkbox"/>	<input type="checkbox"/>
3.4	Allow the detection of a passenger’s current vehicle location.	X	<input type="checkbox"/>	<input type="checkbox"/>
3.5	Prevent passengers from booking trips that do not meet pre-determined service criteria, including trips booked outside defined service areas or span of service, or trips that do not meet minimum requirements	X	<input type="checkbox"/>	<input type="checkbox"/>
3.6	Display geographical boundaries, to passengers, where services are available to passengers based on their program eligibility. For example, RVTD currently has both ADA and Extended service boundaries. The extended boundary is limited to certain programs and allows passengers to travel from the extended boundary to the ADA boundary and when returning to the extended boundary, are taken back to their original pickup location. (travel within the extended boundary is not permitted)	X	<input type="checkbox"/>	<input type="checkbox"/>
3.7	Offer passengers the option to be picked-up and dropped-off by either entering a street address into the search bar, searching for a POI (point of interest), directly selecting locations displayed on the map or selecting locations based on the user’s current location. System should also offer the option of selecting a pickup time or a drop-off time for their trip.	X	<input type="checkbox"/>	<input type="checkbox"/>
3.8	Prior to pick-up, display a map showing the current location of the assigned vehicle, estimated time of arrival for pickup and descriptive information about the vehicle (number, make/model, etc.). While a trip is in progress, the application shall display estimated time of arrival to the destination and current vehicle location.	X	<input type="checkbox"/>	<input type="checkbox"/>
3.9	When enabled by passenger, the application shall send notifications to the passenger’s mobile device, through the app or via SMS which include alerts for vehicle arrival, trip cancel and no-show at a minimum.	X	<input type="checkbox"/>	<input type="checkbox"/>
3.10	Allow messaging between the dispatcher and passenger within the app. Include proposed approach to handling, storing, securing and forwarding messages and any capacity limitations of the proposed design.		<input type="checkbox"/>	<input type="checkbox"/>
3.11	Allow passengers to book advanced reservations by desired arrival or departure times within a certain number of minutes/hours/days/weeks/months of desired reservation time. Software should allow for the scheduling of trips 30-100 days in advance.	X	<input type="checkbox"/>	<input type="checkbox"/>
3.12	Allow passengers to reserve multiple seats or spaces including ambulatory or wheelchair and make multiple reservations for multiple trips at one time (same trip for multiple days in a span of one week or so) and book space for service animals, PCA, guests (currently up to 3) including guests in mobility devices.	X	<input type="checkbox"/>	<input type="checkbox"/>
3.13	Have a comment section for passengers to leave comments, notes, complaints and compliments. Passengers shall have the discretion to leave a comment or note for each trip or for general issues.	X	<input type="checkbox"/>	<input type="checkbox"/>
3.14	System shall store prepaid fare and trips available to the client in their account. System shall deduct available fare/trips from the client record as trips are provided. Preference for solutions that trigger alerts to passenger and RVTD when account balances are low.		<input type="checkbox"/>	<input type="checkbox"/>

3.15	Section that allows the district to provide program information and materials to clients when needed along with important program links to rider guides and program alerts. Links to resources and information often difficult to communicate to all riders.		<input type="checkbox"/>	<input type="checkbox"/>
3.16	Ability for passengers to cancel trips within certain allowable time frames and to request their will-call ride home through the app.	X	<input type="checkbox"/>	<input type="checkbox"/>
3.17	Customizations for both riders with limited use of smartphone technology and riders with advanced use of smartphone technology	X	<input type="checkbox"/>	<input type="checkbox"/>
3.18	Passenger-Facing application available for download in the Apple or Android stores.	X	<input type="checkbox"/>	<input type="checkbox"/>
4.0	Dispatching/Dashboard Interface			
4.1	Interface shall have a map-based user interface and shall display real-time vehicle location, vehicle load, schedule adherence, driver status, vehicle status, past and future trips that does not require the driver to leave the driver application.	X	<input type="checkbox"/>	<input type="checkbox"/>
4.2	Allow for communication between the dispatcher and driver, with predetermined/canned and manual response options. The platform shall also allow the dispatcher to send custom messages to vehicle operators as needed.	X	<input type="checkbox"/>	<input type="checkbox"/>
4.3	Provide replay controls to view the entire sequence of reported locations for a given time period up to 2 months from date of service.	X	<input type="checkbox"/>	<input type="checkbox"/>
4.4	Include a searchable historical event log database. The database shall be searchable by driver, date, passenger, address, funding source, zone, area, vehicle or any other key factors needed by RVTD. The database shall be exportable to a format such as CSV or Excel as needed.	X	<input type="checkbox"/>	<input type="checkbox"/>
4.5	Allow advanced booking functionality, including reserving multiple seats and seat types, reserve trips up to 30+ days in advance and reserve multiple trips at once.	X	<input type="checkbox"/>	<input type="checkbox"/>
4.6	Have dashboard for analysis of service operations available to RVTD including on-time performance, daily/weekly scheduled trips and other recommended reports for service operations.	X	<input type="checkbox"/>	<input type="checkbox"/>
4.7	Have the ability to enter client eligibilities, categories, disabilities, mobility devices, assistive equipment, funding sources including start and end dates, and have the ability to create profiles that will distinguish paratransit passengers from other program/services clients.	X	<input type="checkbox"/>	<input type="checkbox"/>
4.8	Have the ability to create multiple providers, funding sources, funding codes, billing codes, etc. to facilitate the variety and complexity of programs operated by RVTD.	X	<input type="checkbox"/>	<input type="checkbox"/>
4.9	Produce both digital and paper manifests as needed should the system go down.	X	<input type="checkbox"/>	<input type="checkbox"/>
4.10	Assign and manage various user-level rights and permissions based on the position, function, operator or role in the software that ensure only access only to those who need it.	X	<input type="checkbox"/>	<input type="checkbox"/>
4.11	Identify the time that a vehicle is between pick-ups for an extended period (slack time) and flag vehicles that may be between pick-ups after a certain		<input type="checkbox"/>	<input type="checkbox"/>

	number of minutes, as determined by RVTD. System should allow the idle time threshold to be modified by RVTD as needed and independently.			
4.12	Software shall automatically assign driver breaks, lunches and refueling times, as examples, for all schedules. At a minimum, breaks and lunches shall float between two times giving the greatest flexibility in schedules and allow district to be in compliance with BOLI (bureau of labor & industries) rules. RVTD shall also have the ability to independently revise the examples in real time.	X	<input type="checkbox"/>	<input type="checkbox"/>
4.13	A solution that enables RVTD to define and restrict service areas and travel distances for a fleet of all-electric vans. System able to provide real-time monitoring of vehicle battery health and charge levels, among other essential features		<input type="checkbox"/>	<input type="checkbox"/>
5.0	Vehicle Operator Interface			
5.1	Software be available for installation and be compatible with Apple or Android devices	X	<input type="checkbox"/>	<input type="checkbox"/>
5.2	Display and audible (selectable by driver) turn-by-turn directions with street names and mileages until next movement while the operator is in-route to a passenger's pick-up and/or while a trip is in progress.	X	<input type="checkbox"/>	<input type="checkbox"/>
5.3	Provide dynamic routing capabilities that adjust vehicle allocations efficiently. If platform adds a passenger pick-up mid-trip, service directions will automatically update with little to no input from the driver.	X	<input type="checkbox"/>	<input type="checkbox"/>
5.4	Display a map showing the current location of the vehicle alongside route directions to the next pick-up or drop-off.	X	<input type="checkbox"/>	<input type="checkbox"/>
5.5	Display list of past and future trips assigned to vehicle for the day.		<input type="checkbox"/>	<input type="checkbox"/>
5.6	Ability to track all instances of driver interaction with the tablet including logging in, out, arrival and departure, mileages, notes, etc.	X	<input type="checkbox"/>	<input type="checkbox"/>
5.7	Have an open API policy and where possible, integrate with external software platforms such as Uber or Lyft as examples.		<input type="checkbox"/>	<input type="checkbox"/>
5.8	The API provided by CONTRACTOR should include appropriately secured endpoints for: Obtaining information about available services, such as configurations and zones Obtaining current vehicle location and status Obtaining information about upcoming, in-progress and past trips (including service, passenger information, origin, destination, vehicle assignment and estimated / actual pick-up and drop-off time)- Ability to add/cancel trips manually and ability to keep a log to track such actions Ability for dispatcher to override booking algorithms and assign trips to specific vehicles as needed Ability to notify the driver whether a passenger's fare has already been paid and allow drivers to record fare payments on a vehicle via cash, UMO or scrip (ticket) Ability to mark a pick-up as a no-show and have the system move onto the next scheduled pick-up.	X	<input type="checkbox"/>	<input type="checkbox"/>

	Historical ride information including pickup/drop off times/dates, vehicle info, client info, all mileages and times including those for arrival, departure, wait, travel, load, unload, etc.			
6.0	Reporting - Metrics			
6.1	CONTRACTOR shall provide a list of all reports available. CONTRACTOR shall recommend and provide standard metrics for evaluating the performance of the project. RVTD requires that CONTRACTOR also have reporting metrics, such as Key Performance Indicators (KPI) and common industry metrics by vehicle, driver, day, month, route and funding program as well as revenue and non-revenue service metrics. Reports shall be available to RVTD to download automatically and as needed in a format such as PDF (Adobe) or Microsoft Excel/CSV file.	X	<input type="checkbox"/>	<input type="checkbox"/>
6.3	CONTRACTOR and software shall provide RVTD with access to all back-end data and Application Programming Interface (API) to retrieve data.	X	<input type="checkbox"/>	<input type="checkbox"/>
6.4	Software shall have the ability to generate a separate report for all data collected by each program, service, etc.	X	<input type="checkbox"/>	<input type="checkbox"/>
6.5	CONTRACTOR shall provide reports of activities, key performance indicators, operational findings, every quarter (3-month periods) and annually (12 months) from the “go-live” date. The annual report should be a final report summarizing the previous 12-month period.	X	<input type="checkbox"/>	<input type="checkbox"/>
6.6	RVTD requires the CONTRACTOR'S software to provide, at a minimum, the following reports, while allowing for additional reporting capabilities: Ridership Travel Times Average Customer Wait Time Counts of Unlinked Trips at Selected Locations % of Trips Accommodated Total # of Daily Trips # of “No-Shows” Vehicle Revenue Miles Vehicle Revenue Hours Passenger Miles Traveled Deadhead Hours Deadhead Miles On-time performance Passengers per Hour Passengers Per Trip Ridership by funding source NTD Form S-10 NTD Form MR-20 NTD Form FFA-10 Revenue per boarding ADA trips Rider Categories Trip Info: % of trips shared, Exclusive, etc.	X	<input type="checkbox"/>	<input type="checkbox"/>

	Origin and Destination Customer ratings / feedback Eligibility expiration/renewal dates Special program counts by day, to and from and total for month at minimum.			
7.0	Software Support			
7.1	24-hour customer and technical support is preferred. However, at a minimum, customer support shall be available 6 days per week, between the hours of 4am and 10pm (PST). At a minimum, technical support shall be available 7 days per week, between the hours of 4am and 12am (PST). Successful firm will respond to non-emergency inquiries within 2 business days and to emergencies (where failure of the system is immanent or has already occurred) within one business hour.	X	<input type="checkbox"/>	<input type="checkbox"/>
7.2	CONTRACTOR must provide RVTD comprehensive documentation including user guides, maintenance schedules and other documentation necessary for RVTD to effectively use the software. All documentation should support the software RVTD is provided, meet general standards for clarity and accuracy, and be provided in electronic and physical formats unless otherwise agreed.	X	<input type="checkbox"/>	<input type="checkbox"/>

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SECTION 3: KEY DATES

<u>Event</u>	<u>Date</u>	<u>Time</u>
Request for Proposal Issued	01/27/2025	
First RFP Questions Due	02/06/2025	5:00 PM (PST)
First RFP Responses Published	02/14/2025	
Technical Virtual Meeting	02/18/2025	11:00AM-12:00 (PST)

Technical Virtual Meeting number: TBD
Participant Code: TBD

Second RFP Questions Due	02/21/2025	5:00pm (PST)
Second RFP Responses Published	02/28/2025	5:00pm (PST)

Addendums to this RFP may be published in response to the questions if necessary. Proposers are required to demonstrate they received any addendums using the Forms in Section 6.7

Proposals Due	03/10/2025	5:00 PM (PST)
Qualified CONTRACTOR Demos #1	03/31/2025 – 04/04/2025	
Qualified CONTRACTOR Demos #2	04/07/2025 – 04/18/2025	
Best and Final Offer Letters Due	05/5/2025	5:00 PM (PST)
Pre-Award Notice	Estimated 05/21/2025	
Notice to Proceed	Estimated 06/02/2025	
Substantial Project Completion	11/14/2025	

Project Acceptance No Later than February 27, 2026

RVTD reserves the right to change/modify the schedule or terminate the selection process at any time at RVTD's discretion. Notice thereof will promptly be provided to parties on RVTD's RFP responders list by e-mail if available, by letter if not.

SECTION 4: INSTRUCTIONS TO CONTRACTORS

4.1 CONTRACTOR'S Representation

By submitting a proposal, the CONTRACTOR represents that:

- 1) CONTRACTOR has carefully studied the Proposal Documents. The CONTRACTOR understands the Proposal Documents and the proposal is fully in accordance with the requirements of those documents,
- 2) CONTRACTOR has become familiar with RVTD services which might directly or indirectly affect the contract work, and has correlated its personal observations with the requirements of the proposed Contract Documents, and
- 3) Proposal is based on the materials, design, and services required by the Proposal Documents without exception.

4.2 Proposal Documents

a. Copies -

- 1) Copies of the Instruction to CONTRACTORS can be obtained online at or in person at 101 S. Front Street, Medford Oregon 97501 or request to be emailed by calling Ms. Wilbur at 541-608-2431 or submitting a request by email at dwilbur@rvtd.org.

b. Interpretation or Correction of Proposal Documents -

- 1) If any CONTRACTOR, in their study of the Proposal Documents, is in doubt as to the true meaning of any part of the Proposal Documents or finds errors, discrepancies, or omissions in them, shall request interpretation or correction of those errors, discrepancies, and omissions by the RVTD.
- 2) Request for such clarification shall be in writing and be received by the RVTD by February 6th, 2025. RVTD will promptly interpret the portion of the Proposal Documents in question and may issue an Addendum to all CONTRACTORS. Corrections or interpretations made in any way other than by an Addendum have no validity and shall be deemed unreliable.
- 3) If errors, discrepancies, or omissions are discovered in the Proposal Documents less than four working days before proposal due date, CONTRACTOR shall prepare proposals based on order of precedence given in the General Conditions.
- 4) Addenda - Addenda, if necessary, will be sent to the Responders List and be available online at www.rvtd.org/about/RFP.

4.3 Proposal Procedures

a. Form & Style of Proposal -

- 1) Proposal shall be prepared on the CONTRACTOR'S forms, except for forms in **Section 6: Required Forms**
- 2) Signatures shall be in long hand and executed by a representative of CONTRACTOR duly authorized to make contracts.

b. Submission of Proposals -

- 1) Submit a set of one original and four identical physical copies in an opaque envelope containing: A Technical Proposal, Cost Proposal, contract template and all required materials. Envelopes shall be sealed, bear CONTRACTOR'S name, and be addressed as follows

Rogue Valley Transportation District
ADA RFP #01-2025TF
101 S. Front Street
Medford, Oregon 97501
Attention: Debbie Wilbur- Finance Manager

- 2) It is the CONTRACTOR'S sole responsibility to see that its proposal is received at the specified time. Proposals received after the specified time will be returned unopened. Postmarked dates are not considered time of submission. Proposals must be at the physical location at the above address by March 10, 2025, 5:00PM PST.
- 3) No oral, facsimile transmitted, telegraphic, or telephonic proposals, modifications, or cancellations will be considered. An electronic copy may be submitted in addition to 4.3(b)(1) requirements.
- 4) Any proposals can be withdrawn or modified in writing by contacting Debbie Wilbur, dwilbur@rvtd.org, prior to the closing date.

c. Confidential or Trade Secret Materials –

1) IT IS THE CONTRACTOR'S RESPONSIBILITY to determine if their proposal information is of confidential or trade secret qualified material in accordance with the Freedom of Information Act. The original proposal set shall bear a confidential materials mark on each page the CONTRACTOR deems should not be shared upon a Freedom of Information Act Request. However, RVTD reserves the right to share information it deems does not qualify under the exclusions of FOIA. If RVTD receives a FOIA request, CONTRACTORS will be given the opportunity to review their submitted materials marked confidential for redaction.

4.4 Form of Agreement Between Owner & Contractor

- a. Agreement Form to Be Used – The CONTRACTOR'S Standard Project Contract and Agreement will be provided at time of proposal submission. RVTD will have our legal counsel review the example contract to prepare the final agreement. RVTD has the right to make revisions to the example contract including but not limited to payment terms, termination clauses and federally required regulations.
- b. All contracts are awarded by the RVTD administrative office.

- c. RVTD receives funding from both the federal and state governments. Therefore, RVTD adopts procurement policies and procedures that are consistent with federal regulations and the laws of the state of Oregon. Additional guidance on specific contractual actions is provided by Oregon Attorney General's Model Public Contract Rules, FTA Circular 4220.1F and FTA's Best Practices Procurement & Lessons Learned Manual.

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SECTION 5: EVALUATION & RVTD’S RIGHTS

The Proposal and the required documents described in Part 6 will be evaluated by a committee of RVTD personnel and subject matter experts. In addition to the features and services specified in Section 2, please see section 5.17 for a detailed list of other proposal contents. Complete proposals will be evaluated based on the following scoring criteria:

1	Project Understanding & Technical Capacity 10 points each	60
	<ul style="list-style-type: none"> ● Understanding and ability to meet RVTD’s ADA service model ● Ability to meet RVTD’s ‘required’ specifications for the project ● Design, operation and interoperability approach ● Demonstrated understanding of RVTD’s project approach and needs ● Description of software and equipment, including 3rd party or subcontractor if used ● Timeliness of project schedule and implementation plan 	
2	Qualifications & Experience 10 points each	30
	<ul style="list-style-type: none"> ● Experience in performing work similar in nature and/or related to the work described in the Scope of Work ● Prior experience integrating with multiple CONTRACTORS ● Experience working with transit agencies ● Strength and financial stability of the CONTRACTOR 	
3	References 5 points each	10
	<ul style="list-style-type: none"> ● Satisfaction of key references ● Proven track record of performance in installation and ongoing support 	
4	Cost 10 points each	20
	<ul style="list-style-type: none"> ● Competitive, reasonable, identify efficiencies ● Value added features or services, innovative project approach 	

5.1 Technical Virtual Meeting

A Technical Virtual Meeting will be held on February 18th, 2025, from 11:00AM to 12:00AM PST. CONTRACTORS can submit questions in advance via email until February 6th, 2025, at 5:00 PM PST to and shall reference RFP #01-2025TF in the subject line. Questions may be read and answered during the virtual meeting. Additional questions may be asked during the virtual meeting if time permits. Participants should use the following links for the virtual meeting:

Virtual Meeting Link: TBD
Participant Code: TBD

5.2 Responder List

Only those persons who contact the Procurement Specialist by email or in writing will be on the Responders List. The Responder's List is used to send updates and amendments regarding this RFP. RVTD will not automatically send notifications regarding this RFP to other outlets though updates will be available on our website at www.rvtd.org/about/RFP. To participate in the Responders List please contact RVTD's Procurement Specialist, Ms. Wilbur at: dwilbur@rvtd.org or send to 101 S. Front Street, Medford, Oregon 97501. RVTD shall maintain the right to distribute the responders list upon request.

5.3 Technical Questions

CONTRACTORS have the opportunity to submit questions twice. The first questions will be due prior to the teleconference and need to be submitted by February 6, 2025 by 5:00PM (PST). RVTD intends to publish responses to questions by February 14, 2025. RVTD reserves the right to condense similar questions into one inquiry. The second opportunity to submit Technical Questions to RVTD will be due by February 21st, 2025, at 5:00PM (PST). RVTD intends to publish responses to questions by February 28, 2025. RVTD reserves the right to condense similar questions into one inquiry. RVTD will respond to the questions via pdf and emailed to the Responders list and posted online at www.rvtd.org/about/RFP. Questions, Responses and, if necessary, Addendums will be available online at www.rvtd.org/about/RFP. ALL TECHNICAL QUESTIONS SHOULD BE SENT TO: RFP@rvtd.org and shall reference **RFP #01-2025TF** in the subject line.

5.4 Technical Proposals and All Required Material

Hard copies of the Technical Proposals and All Required Material are due to RVTD no later than **March 10th, 2025, at 5:00PM (PST)** to 101 S. Front Street, Medford, Oregon 97501 with "ADA Scheduling Software RFP #01-2025TF" written on the package. Electronic proposals will be accepted in addition to the hard copy submissions but not in lieu of and must also be received by the deadline. Proposals can be dropped off in person at 101 S. Front Street, Medford, Oregon 97501 with notice. RVTD reserves the right to allow CONTRACTORS to submit incomplete or missing information from Section 6 only by the end of the day March 12th, 2025, by 5:00PM (PST).

5.5 Evaluation of Proposals

CONTRACTORS responsiveness to all required materials will be evaluated using the criteria in Section 5 and 6. An Evaluation Committee will review the proposals and independently score each proposal. The Evaluation Committee will convene to discuss the scores and calculate averages across each scorer. RVTD has the right to designate a 'competitive range' determined by the average scores if it identifies a significant gap between higher and lower score totals. RVTD estimates proposal evaluations to be completed by **March 30th, 2025**. RVTD will notify CONTRACTORS who are deemed to not be within a competitive range and will not continue to be considered by RVTD.

RVTD may request all CONTRACTORS who are within the competitive range to provide a demonstration of their software and participate in an interview. RVTD will contact CONTRACTORS the week of **March 24th**, to select an interview date and time for the week of **March 31-April 4, 2025**. A second set of demonstrations is scheduled for April 7-18, 2025. RVTD's Evaluation Committee may revise the original scores using the responses from the demonstrations to identify which CONTRACTORS should remain within the competitive range. Best and Final offers may be requested from only those CONTRACTORS who have been identified as remaining within the competitive range by the Evaluation Committee.

5.6 Award

Written requests for Best and Final Offer will be published to CONTRACTORS who remain within the competitive range. Best and Final Offers will be due to RVTD no later than March 21st, 2025, by 2:30PM (PST). Anticipated notice of Pre-Award is scheduled on or before March 28th, 2025. CONTRACTOR shall not begin work until Notice to Proceed Letter has been received, which is scheduled to occur on or before June 6th, 2025.

5.7 Substantial Project Completion

Substantial Project Completion shall occur by **February 27th, 2026**.

5.8 Required Proposal Forms

Required Proposal Forms, located in Section 6 must be submitted with the Proposal for a proposal to be considered responsive. All required forms are contained within the proposal documents and located in Section 6: Required Proposal Forms. Non-responsive proposals may be rejected.

5.9 CONTRACTOR'S Qualifications

Proposals must meet insurance requirements on the project (Section 5.20). All CONTRACTORS must execute the certification forms provided in the Instructions to CONTRACTORS for proposals to be considered responsive. Non-responsive proposals may be rejected. CONTRACTOR'S past performance, organization, SUB-CONTRACTOR selection (if applicable) and ability to perform and complete its contract within time specified, together with amount of proposal cost, will be elements considered in award of contract. Proposal must list qualifications and information for the team positions used on this project.

5.10 Owner's Right to Reject Proposals

The Owner reserves the right to reject any or all proposals and to waive any irregularities therein. Owner reserves the right to award all, or portions of the proposal titled "Project Options".

5.11 Negotiation and Request for Best and Final Offer

The Owner reserves the right to conduct written and/or oral negotiations with CONTRACTORS who submit proposals within a competitive range, price and evaluation factors considered. RVTB reserves the right to request Best and Final Offers (BAFO) from CONTRACTORS, who are considered to be within a competitive range after demonstrations of the software features have been conducted.

5.12 Proof of Insurability

CONTRACTORS must submit a copy of their current certificate of insurance (COI) with their proposal. If the COI does not include the required coverage and minimum limits as specified in Section 3.8, CONTRACTORS must also submit a letter from their insurance provider stating the provider's commitment to insure the CONTRACTOR, if awarded the contract, for the types of coverage and at the limits specified in Section 5.20.

5.13 Term of Contract

RVTB will enter into a 5-year contract with two 5-year renewal options. The initial 5-year term will begin approximately on June 1st, 2025, and end on May 31st, 2030. The contract will commence upon execution, with system acceptance anticipated on or before March 1, 2026. Year one of warranty and license support will commence July 1, 2025, and continue for the initial 5-year contract term.

5.14 Independent Contractor

- A. The parties intend that an independent relationship will be created by this contract. RVTB is interested primarily in the results to be achieved; the implementation of services will lie solely with CONTRACTOR. No agent, employee, servant or representative of CONTRACTOR shall be deemed to be an employee, agent, servant or representative of RVTB for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits RVTB provides to its employees. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, servants, SUBCONTRACTORS or representatives during the performance of this Contract.
- B. In the performance of the services herein contemplated, CONTRACTOR is an independent CONTRACTOR with the authority to control and direct the performance of the details of the work. However, the results of the work contemplated herein must meet the approval of RVTB and shall be subject to RVTB's general rights of inspection and review to secure the satisfactory completion thereof.
- C. CONTRACTOR shall designate a representative to act on its behalf. Said representative shall have full authority to direct all affairs in respect to the work performed under this Contract.

5.15 Assignment and/or Subcontracting

RVTD and CONTRACTOR, each for himself, binds himself, his principals, successors, assignees and legal representatives of such party in respect of all covenants of this Contract. This Contract and all obligations arising thereunder shall not be sold, assigned or transferred by either party without the previous consent, in writing, of the other party to this Contract.

The performance of all activities contemplated by this Contract shall be accomplished personally by CONTRACTOR, persons and SUB-CONTRACTORS identified in the submittal. CONTRACTOR shall not assign or subcontract performance to others unless specifically authorized in writing by RVTD in advance. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.

5.16 Safeguarding Client Information /Trade Secrets or Confidential Proprietary Data

CONTRACTOR agrees that confidential information obtained from RVTD shall not be disclosed except upon the written consent of RVTD.

RVTD may withhold from disclosure those portions of the proposal or bid that CONTRACTOR designates as trade secrets or as confidential proprietary data in accordance with applicable law. See ORS 192.501(2); 646.461 to 646.475. CONTRACTOR shall separate information designated as confidential from other nonconfidential information at the time of submitting its proposal or bid.

5.17 Transition and Implementation

The transition process to incorporate the CONTRACTOR'S software will involve an assessment of current processes, data migration, and staff training to ensure minimal disruption to service operations.

1. Transition from current solutions

- A. **System Implementation Plan:** The CONTRACTOR shall provide a step-by-step process in the proposal for deploying the scheduling software across RVTD's operations. This plan will include key milestones, responsibilities, resource allocation, and timelines for each phase of implementation. It will also detail the configuration and customization of the software to meet RVTD's specific requirements and operational workflows.
- B. **Integration Plan:** The CONTRACTOR shall supply an integration plan with the technical requirements, data exchange protocols, and timelines for integrating the scheduling software. This includes ensuring compatibility, real-time data synchronization, and a unified user interface for passengers accessing transit information and booking services.
- C. **Data Conversion Plan:** A data conversion plan will be developed by the CONTRACTOR in coordination with RVTD. This plan will outline the process for extracting, transforming, and loading historical data into the new system format. Data integrity, accuracy, and completeness will be prioritized to ensure continuity of reporting and analysis capabilities.

2. Installation, training, and installation of the scheduling software will be coordinated with the selected CONTRACTOR and RVTD's IT team, when applicable, to ensure smooth deployment

across all relevant devices and infrastructure. Training sessions will be conducted for RVTD staff to familiarize them with the software's features, functionalities, and best practices for efficient use.

- A. **Installation Schedule:** The CONTRACTOR's installation schedule will detail the timeline and sequencing of activities related to software deployment and training sessions. The CONTRACTOR shall indicate which activities will take place in-person versus virtual. Key milestones and deadlines will be clearly defined to ensure alignment with RVTDs' needs.
- B. **Testing Requirements (testing environment):** CONTRACTOR shall include details for functional testing, usability testing, integration testing, and performance testing to identify and address any issues or defects before full deployment. Comprehensive testing will be conducted in a controlled environment to validate the functionality, performance, and reliability of the scheduling software.
- C. **Training Plan:** CONTRACTOR shall provide a detailed training plan in the proposal which will be used to educate RVTD staff on how to effectively utilize the scheduling software in their daily operations. Training sessions will cover software navigation, data entry, scheduling workflows, reporting functionalities, and troubleshooting techniques. The CONTRACTOR is expected to organize the materials to align with the focused groups such as Operators, Dispatchers, Schedulers, Administrative/Reporting, etc. All training materials and resources will be provided to support ongoing learning and skill development and include supplemental information related to software updates.

5.17 Hold Harmless and Indemnification

- A. CONTRACTOR expressly agrees to indemnify and hold harmless RVTD and all of its officers, employees, agents or otherwise, from any loss, damages, costs, charges or expenses whether to persons or property, including any costs, expenses or attorney's fees in the defense of any claims therefore, which RVTD may incur by reason of any act, action, neglect, omission or default on the part of CONTRACTOR; provided however, as to any liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of RVTD and/or its agents or employees and CONTRACTOR or its agents and employees. This section is valid and enforceable only to the extent of CONTRACTOR'S negligence.
- B. In case any suit be brought against RVTD on account of any negligent act, action, neglect, omission or default of CONTRACTOR, CONTRACTOR hereby covenants to assume the defense thereof and pay any and all costs, charges, attorney's fees and other expenses and CONTRACTOR shall pay any and all judgments that may be incurred by or obtained against RVTD, except any judgments for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of RVTD and/or its agents and employees, and except in the case of a judgment for liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of RVTD and/or its agents or employees, and CONTRACTOR and its/his agents or employees, the obligation of CONTRACTOR shall be limited and enforceable only to the extent of CONTRACTOR'S negligence.

- C. It is further provided that no liability shall attach RVTD by reason of entering into this contract, except as expressly provided herein.

5.18 Contract Changes

Either party may request changes to the scope of services and performance to be provided hereunder; however, no change or addition to this Contract shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Contract.

5.19 Licensing in Compliance with Laws and Regulations

CONTRACTOR agrees to comply with all applicable federal, state, county, or municipal standards for the licensing, certifications, operation of facilities and programs, and accreditation and licensing of individuals, if any.

5.20 Insurance Requirements

During the term of this Contract, CONTRACTOR shall purchase and maintain any insurance required by this Contract. CONTRACTOR shall furnish acceptable certificates of insurance and additional insured endorsements to RVTD within ten (10) days after award of this contract, and prior to commencement of any contract work.

CONTRACTOR shall be responsible for the payment of all premiums and deductibles and shall indemnify RVTD for any liability or damages that RVTD may incur due to CONTRACTOR'S failure to purchase or maintain any required insurance.

CONTRACTOR shall maintain insurance of the types and in the amounts described below.

1) Commercial General Liability Insurance

Commercial General Liability insurance, with coverage limits not less than:

- (a) \$2,000,000.00 per occurrence, bodily injury and property damage; and
- (b) \$2,000,000.00 general aggregate, bodily injury and property damage.

Such coverage will be equivalent to or better than the insurance Service Office (ISO) standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury, Premises-Operations, Products and Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground (XCU).

The General Liability policy shall be endorsed with CG 2010 1185 or CG 2010 1001 and CG 2037 1001 or equivalent, naming RVTD and its directors, officers, representatives, agents, and employees as additional insured.

2) Business Auto Liability Insurance

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

- (a) Bodily Injury: \$2,000,000.00 per person; \$2,000,000.00 per accident; and
- (b) Property damage: \$2,000,000.00 per accident.

The Automobile policy shall be endorsed with CA 20 48 02 99 or equivalent, naming RVTD and its directors, officers, representatives, agents, and employees as additional insured.

3) Worker's Compensation Insurance

Oregon statutory workers' compensation and employer's liability coverage, including all states protection, if applicable, voluntary compensation and Federal endorsement. Employer's liability coverage shall have the following minimum limits:

- (a) Bodily Injury by Accident \$1,000,000.00 each accident
- (b) Bodily Injury by Disease \$1,000,000.00 each accident
- (c) Bodily Injury by Disease \$1,000,000.00 policy limit

CONTRACTORS who are non-subject workers meeting one of the exceptions in ORS 656.027 may not be required to carry workers compensation insurance. Any CONTRACTOR requesting an exemption from the workers compensation coverage listed above must make that request in writing, stating the CONTRACTOR'S qualification for exemption under ORS 656.027 and shall maintain "if any" workers compensation insurance coverage.

Failure of RVTD to demand certificates of insurance, additional insured endorsements or other evidence of full compliance with these insurance requirements or failure of RVTD to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR'S obligation to maintain such insurance.

The insurance required under this Paragraph will:

- 1) Include (as evidenced by endorsement) RVTD and its directors, officers, representative, agents, and employees as additional insureds with respect to work or operations connected with the contract (excluding Professional Liability and Worker's Compensation policies);
- 2) Require CONTRACTOR to give RVTD not less than thirty (30) days written notice prior to termination, cancellation, or non-renewal of coverage;
- 3) Insurance policies shall be purchased only from insurance companies that meet RVTD's A.M. Best Rating criteria of "A-" or better (excluding SAIF) and are authorized to do insurance business in Oregon;
- 4) CONTRACTOR will cause its underwriters of insurance policies to waive their rights of subrogation arising from the work performed under this Contract. CONTRACTOR'S insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

5.21 Liquidated Damages

CONTRACTOR understands that if the Substantial Completion is not achieved by September 1st, 2025, as such date or duration may be amended by subsequent Change Order, Owner will suffer damages which are difficult to determine and accurately specify. CONTRACTOR agrees that if the date or duration set

forth above in this paragraph is not attained, CONTRACTOR shall pay Owner the full cost of each day's license agreement, maintenance and support costs for the Trapeze Novus software prorated from the annual agreement. Substantial completion is defined as the full implementation of the hardware and software and the completion of the acceptance period. The liquidated damages provided therein shall be in lieu of all liability for extra costs, losses, expenses, claims, penalties, and other damages incurred by CONTRACTOR which are occasioned by delay in CONTRACTOR'S performance or in achieving Substantial Completion within the prescribed timeframe. In no event shall the total liquidated damages exceed \$75,000.

5.22 Notices

Any notice or demand under, or required by, this Contract shall be given in writing and shall be deemed properly given if received in due and timely course by the party for whom the notice was intended, or if sent by registered or certified mail, postage prepaid, to the intended party in care of the appropriate address below:

Rogue Valley Transportation District
Attn: Debbie Wilbur
ADA Scheduling Software RFP #-1-2025TF
101 S. Front Street
Medford, Oregon 97501

5.23 Termination

Termination for Convenience (General Provision)

The RVTD may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR if deemed in the RVTD's best interest. The CONTRACTOR shall be compensated for allowable costs, including close-out expenses and profit on work performed up to the termination date. Upon termination, the CONTRACTOR shall promptly submit a termination claim for payment and account for any RVTD property in its possession as directed by the RVTD.

Termination for Default (Breach or Cause)

If the CONTRACTOR fails to deliver supplies or perform services in accordance with contract terms or otherwise breaches the contract, the RVTD may terminate for default by written notice specifying the breach. The CONTRACTOR will only be paid for supplies delivered and accepted or services performed as per the contract.

If the RVTD determines the CONTRACTOR'S nonperformance was excusable (e.g., due to strike, fire, flood, or other uncontrollable events), it may allow work to continue under a revised schedule or treat the termination as one for convenience.

Termination for Convenience (Professional or Transit Service Contracts)

RVTD, by written notice, may terminate this contract, in whole or in part, when it is in RVTD's interest. If this contract is terminated, RVTD shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the CONTRACTOR fails to comply with any other provisions of this

contract, RVTD may terminate this contract for default. RVTD shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of RVTD.

Disputes

RVTD and the CONTRACTOR intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within RVTD and the CONTRACTOR'S organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with RVTD's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by RVTD, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

Opportunity to Cure

For terminations due to breach or default, RVTD may provide the CONTRACTOR a specified period to remedy the breach. The termination notice will outline the cure period and relevant conditions. If the CONTRACTOR fails to resolve the issue within the provided timeframe, RVTD may terminate the contract and pursue available remedies.

Notice: Termination shall be affected by serving a written notice of termination on the CONTRACTOR setting forth the manner in which CONTRACTOR is in default. Service shall be obtained by personal delivery or delivery by mail, registered or certified, postage prepaid with return receipt requested and addressed to CONTRACTOR at the most recent address provided by CONTRACTOR.

RVTD Options: In addition to any and all other remedies at law or in equity that are available to RVTD, default by CONTRACTOR may result in the occurrence of one or more of the following:

- a) RVTD may complete such contract without further liability to CONTRACTOR for compensation for any labor, supplies or materials furnished by CONTRACTOR under the contract; and

- b) To the extent applicable, RVTD may direct CONTRACTOR to remove any equipment delivered and/or installed by CONTRACTOR and to refund to RVTD any amounts paid by RVTD to the CONTRACTOR, and RVTD shall have no further liability to the CONTRACTOR; and
- c) RVTD may contract to acquire supplies or services similar to those terminated and CONTRACTOR shall remain liable to RVTD for any difference in the total costs and expenses incurred by RVTD.

Compensation and Liability:

CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance bargained and set forth in the contract. In addition to any other available remedies, CONTRACTOR, and to the extent applicable, CONTRACTOR'S sureties shall be liable to RVTD for all costs, loss or damage incurred for supplies or services to complete the contract.

Termination of Subcontracts

The CONTRACTOR shall terminate any subcontracts as directed by RVTD. RVTD is not liable for obligations incurred by the CONTRACTOR after the termination date.

5.24 Proposal Acceptance or Rejection

RVTD reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal, to waive any informality in the proposals received, and to award the contract in whole or in part, if it is deemed to be in the best interest of the RVTD. RVTD reserves the right to negotiate with any consultant after proposals are opened, if such action is deemed to be in the best interest of RVTD.

In addition to the factors mentioned above, CONTRACTORS are cautioned to review carefully all terms, conditions and specifications of the RFP prior to submission of proposals. The work may be awarded on the basis of the CONTRACTOR'S proposal including the CONTRACTOR'S qualifications as received and without further discussion.

5.25 Proposal/Bid Protest

Any CONTRACTOR who has submitted a proposal to RVTD and who is adversely affected by the RVTD's contract award to another CONTRACTOR can submit a written protest of award to the RVTD. Such right to protest shall conform to the requirements of OAR 137-030-0104(1) and specify the grounds upon which the protest is based.

RVTD's Bid Protest Procedures can be found at www.rvtd.org/about/rfpunder Bid Protest Procedures by copying the link on your browser.

5.31 Withdrawals and Modifications

Any proposals can be withdrawn or modified in writing by contacting Debbie Wilbur, dwilbur@rvtd.org, prior to the closing date.

SECTION 6: REQUIRED FORMS

6.1 Statement of Qualifications Certification
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TO BE COMPLETED BY CONTRACTOR

- _____ Sole Proprietorship
- _____ Partnership (Limited / General)
- _____ Corporation

Contractor Name: _____

Address: _____

Federal Tax ID: _____

Phone Number: _____

Email Address: _____

STATEMENT OF QUALIFICATIONS CERTIFICATION

The undersigned is fully authorized to execute this certification on behalf of the CONTRACTOR and certifies on the CONTRACTOR’S behalf that, to the best of its knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the CONTRACTOR has the financial capability to perform the work which is the subject of this solicitation. The CONTRACTOR further certifies that it knows of no personal and/or organizational conflicts of interest prohibited under federal, state and local law.

Signature _____ Date _____

Title _____

6.2 DBE Form

Disadvantaged Business Enterprise Certification

_____ The Bidder/Offeror hereby agrees to subcontract RVTD’s minimum DBE goal requirement of 0.75% of the contract to disadvantaged business enterprises.

_____ The Bidder/Offeror (if unable to meet the DBE goal of .75%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

_____ The Bidder/Offeror will not participate in DBE participation.

NOTE: please check one of the above options.

CONTRACTOR Name: _____

Signature: _____

Title: _____

Date: _____

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE’s participating in the contract that comprises the DBE Utilization percent stated in the DEB Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the RVTD have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Percent of Total Contract	Description of Work to Be Performed	Race and Gender if known

(Failure to complete this form may render this bid non-responsive).

6.3 Debarment

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

The Primary Participant _____ certifies to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or RVTD.
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4. Have not, within three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the CONTRACTOR is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

CONTRACTOR (name) _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Dun & Bradstreet Number: _____
(must be an active D&B number registered with the System For Award Management (www.sam.gov))

Date: _____ Authorized Official: _____

Signature: _____

6.4 Representation

CONTRACTOR’S REPRESENTATIONS

By the act of submitting a bid for the proposed Contract, the CONTRACTOR represents that:

- The CONTRACTOR and all SUB-CONTRACTORS they intend to use have carefully and thoroughly reviewed the Drawings, Specifications and other Documents and found them complete and free from ambiguities and sufficient for the purpose intended.
- The CONTRACTOR and all workers, employees and SUB-CONTRACTORS the CONTRACTOR intends to use shall follow all applicable codes and regulations, including but not limited to, the Americans with Disabilities Act (ADA) requirements. To that effect the successful CONTRACTOR shall be responsible to verify and construct the Project in compliance with the above stated regulations and coordinate any installations as required in order to meet the respective codes. In the event that the Project, or any part thereof, is found to be non-compliant, the successful CONTRACTOR shall be held solely responsible to remedy all found deficiencies at no additional cost to the Owner, or the Owner’s employees or agents including Architects, Engineers or Consultants.
- The CONTRACTOR and all workers, employees and SUB-CONTRACTORS the CONTRACTOR intends to use are skilled and experienced in the type of construction represented by the Construction Contract Documents described in bid.
- The proposed figure is based solely upon the Construction Contract Documents and properly issued written Addenda and not upon any other written representation.
- Neither the CONTRACTOR nor any of the CONTRACTOR’S employees, agents, intended suppliers or SUB-CONTRACTORS have relied upon any verbal representations from the Owner, or the Owner’s employees or agents including Architects, Engineers or Consultants in assembling the bid figure.

Acknowledged:

By: _____

For: _____

Date: _____

6.5 Certificate Regarding Lobbying

Project Name: ADA Scheduling Software #01-2025TF

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned CONTRACTOR certifies, to the best of his or her knowledge and belief that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. 3801, et. seq., apply to this certification and disclosure, if any.

Acknowledged:

_____ Signature of CONTRACTOR'S Authorized Official

_____ Name and Title of CONTRACTOR'S Authorized Official

_____ Date

6.6 Buy America

Project Name: ADA Scheduling Software #01-2025TF

BUY AMERICA

49 U.S.C. 5323(j) 49 C.F.R. part 661

The CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and **manufactured products** used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The bidder or offeror must submit to Recipient the appropriate Buy America certification below with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. 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 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

6.7 Receipt of Addenda

ADDENDA RECEIVED:

Addendum No. _____ Date Received: _____

Addendum No. _____ Date Received: _____

Addendum No. _____ Date Received: _____

Addendum No. _____ Date Received: _____

Addendum No. _____ Date Received: _____

Addendum No. _____ Date Received: _____

Addendum No. _____ Date Received: _____

Addendum No. _____ Date Received: _____

Addendum No. _____ Date Received: _____

Addendum No. _____ Date Received: _____

If no addendum was received, write "None Received": _____

Date: _____

Representative Signature: _____

Printed Name: _____

Company: _____

SECTION 7: FEDERALLY REQUIRED CONTRACT CLAUSES

Access to Records and Reports	All Projects	49 U.S.C. § 5325(g) 2 C.F.R. § 200.333 49 C.F.R. part 633
Buy America	Value > \$150,000 Rolling Stock, Construction, Goods	49 U.S.C. 5323(j) 49 C.F.R. part 661
Cargo Preference	Transported by ocean vessels	46 U.S.C. § 55305 46 C.F.R. part 381
Clean Air and Federal Water Pollution Control Act	Value > \$150,000 all	42 U.S.C. §§ 7401 – 7671q 33 U.S.C. §§ 1251-1387 2 C.F.R. part 200, Appendix II (G)
Civil Rights Laws and Regulations	All Projects	49 U.S.C. § 5323(h) (3)
Disadvantaged Business Enterprise (DBE)	All Projects	49 C.F.R. part 26
Energy Conservation	All Projects	42 U.S.C. 6321 et seq. 49 C.F.R. part 622, subpart C
Federal Changes and Flow down	All Projects	
Fly America	Required for Air Transportation	49 U.S.C. § 40118 41 C.F.R. part 301-10 48 C.F.R. part 47.4
Government-Wide Debarment and Suspension	Value > \$25,000	2 C.F.R. part 180 2 C.F.R part 1200 2 C.F.R. § 200.213 2 C.F.R. part 200 Appendix II (I) Executive
IT Acquisition Regulation	Projects involving telecommunication equipment and services	Section 889 of the John S. McCain National Defense Authorization Act
Lobbying	Value > \$150,000 All	31 U.S.C. § 1352 2 C.F.R. § 200.450 2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20
No Government Obligation to Third Parties	All Projects	
Patent Rights and Rights in Data	Research and Development	37 C.F.R. part 401, 2 CFR 200.315
Sensitive Security Information	Administration of Sensitive Data	49 U.S.C. 40119(b)
Program Fraud and False Statements and Related Acts	All Projects	49 U.S.C. § 5323(l) (1) 31 U.S.C. §§ 3801-3812 18 U.S.C. § 1001 49 C.F.R. part 31
Recycled Products	Value > \$10,000	42 U.S.C. § 6962 40 C.F.R. part 247 2 C.F.R. part § 200.322
Safe Operation of Motor Vehicles	All Projects	23 U.S.C. part 402 Executive Order No. 13043 Executive Order No. 13513 U.S. DOT Order No. 3902.10
Termination	Value > \$10,000	2 C.F.R. § 200.339 2 C.F.R. part 200, Appendix II (B)
Violation and Breach of Contract	Value > \$150,000	2 C.F.R. § 200.326 2 C.F.R. part 200, Appendix II (A)

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

Incorporation of Federal Transit Administration (FTA) Terms – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any RVTD requests which would cause RVTD to be in violation of the FTA terms and conditions.