



SUBURBAN MOBILITY AUTHORITY for REGIONAL TRANSPORTATION

**REQUEST FOR PROPOSALS
Website Redesign
Control No. 26-4159**

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RFP Control Number: 26-4159
RFP Due Date: **3:00 PM Eastern Time,
December 10, 2025**

VENDOR NAME: _____

REPRESENTATIVE NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ EMAIL: _____

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1.00 INTRODUCTION AND STATEMENT OF WORK

1.1 Introduction and SMART Contact Information

This Request for Proposals (RFP) is being solicited by the Suburban Mobility Authority for Regional Transportation (SMART), a public transportation authority in southeast Michigan that serves more than 10 million passengers annually.

This project is utilizing Federal funds. A necessary part of the required documentation would be compliance to all the mandated Federal Clauses and Certifications. Please return all required Federal Clauses and Certifications with quotation to SMART for compliance determination before an award can be made.

Request For Proposals (RFP) Title:	Website Redesign
RFP Control Number:	26-4159
Date Advertised:	November 5, 2025
Date Issued:	November 5, 2025
Due Date:	December 10, 2025
Time:	3:00 PM Eastern Time
Location:	See Section 2.05: Instructions for Electronic Submission
Purchasing Agent:	Marie Bouchard
E-mail Address:	mbouchard@smartbus.org
Telephone Number:	313-223-2353
Manager of Contracts and Procurement:	Caleb Barrett
Project Manager:	Jaren Brown

1.02 Term of the Contract

SMART is interested in awarding a contract for the design and implementation of a new website. Following implementation and acceptance, a two (2) year contract period with three (3) additional one (1) year option periods shall commence for those deliverables described in Task 7 (Maintenance, Updates, and Support). SMART shall have the full authority, at its sole and unilateral discretion, to exercise any options.

1.03 Scope of Work

1.03.1 Introduction and Background ABOUT SMART

The Suburban Mobility Authority for Regional Transportation (SMART) is Southeast Michigan's regional transit system helping people connect to work, school, medical appointments, shopping centers,

entertainment and cultural events. SMART provides different types of transit services, each meeting a different need and giving residents the opportunity to get where they need to go.

Fixed Route, Connector and ADA Paratransit and Microtransit services have a combined ridership of nearly 8 million riders annually. Operating on 45 routes, 7 days a week, 22 hours a day, SMART buses keep the region moving. Connector is designed for seniors and people with disabilities who can't access SMART's regular Fixed Route service but want to maintain their independence and stay healthy. Additionally, our Community Partnership Program (CPP), offers a partnership with 76 municipalities and organizations to support local transit service by leveraging federal funding and returning those funds back to local communities to build their own transit program.

SMART was originally created in 1967 under Public Act 204 as Southeastern Michigan Transportation Authority (SEMTA). In 1989 Public Act 481 of 1988 amended Public Act 204, reorganizing SEMTA without the City of Detroit and SEMTA was renamed the Suburban Mobility Authority for Regional Transportation (SMART). The company is overseen by a board of Directors, which govern policies, financial resources and the chief executive's performance. SMART's board consists of prominent citizens from throughout southeast Michigan.

Since the first millage in 1995, SMART has worked hard to address the transit needs of the region with its limited resources. Always maintaining a balanced budget, SMART works efficiently and effectively to be fiscally responsible to ensure that as much service is on the road as possible every day.

1.03.2 About SMART's Website

A transit system is bursting with information. Every destination, every bus stop, every route, and every pick-up time is a piece of information. Multiply that by thousands of individual locations—then set it all to a backdrop of weather, events, traffic, construction, and other constantly changing conditions. Through all these variables, SMART must deliver a positive customer experience. Layered on top is the unique moment our transit agency is in by reimagining everything we do.

An effective website is essential to equipping our customers, partners and stakeholders with the information they need in a way that is accurate, accessible, organized, and engaging. SMART's website allows riders and potential riders to access route schedules, fare costs, trip planning tools, riding tips, and instructions for applying and booking specialized services and how to ride safely. The website also shares job opportunities, programs, information related to public meetings, policies, and procurement requests, and helps educate non-riders about the benefits of public transit and how SMART works. Organizational structure

This project comes at a critical time for SMART, as we work to ensure that riders and potential riders know how to navigate our transit network and community members understand the value of their tax dollars supporting public transit.

SMART seeks a finished website product that is crafted specifically for our agency. This RFP outlines key expectations and features of the proposed new website.

1.03.3 Current State

SMART's current website was launched in 2017 and has been updated in limited capacity since that time. Navigation happens mostly through drop-down menu bars along the top. The homepage also directs people to content through an image carousel and alert and news pages listed underneath. The footer contains links to additional pages.

Content on pages is mostly text and the design, layout, look and feel are very flat. Tools to build pages are limited to DotNetNuke CMS. Most pages consist of linear, full-width paragraphs, interspersed with occasional sub headlines, images, lists, tables, and horizontal lines. The website is not user-friendly or ADA compliant with the new regulations.

Information about local fixed routes – the site’s most visited content – is presented with dropdown generated timetables. Several pages embed tools and information from other programs SMART utilizes including the Trip Planner and Careers.

1.03.4 Featured Areas for Improvement

The website serves a variety of audiences. The largest and most important audience is transit customers – people who use our transit service. We see an opportunity to improve how riders view schedules, plan their trips, and get updates about changes to their routes or schedules, especially when viewing on a mobile device. Pages about our other services, like Paratransit, MySMART, Get A Job, Get A Ride, must prioritize information people need to use the service, such as booking trips and accessing the portal(s). The website must also make learning about the transit system, including fare information, finding the right service and applying for a service easier for potential riders.

We envision repositioning the entire website to help all potential users easily find what they are looking for without multiple redirects to enhance the user experience. The Marketing & Communications Team would like to collaborate to define clearer user journeys through the website that help guide different audiences to where they need to go. The new site must especially improve its navigation to help people get to pages like customer service, special programs and initiatives, and information that highlights our value – in addition to our main services.

SMART intends to use the new website as the most reliable, authoritative, up-to-date source for all information it needs to share. Given the rapid pace of transit operations, having efficient, deliberate methods to update the website is critical. The website – and the content management tools behind it – must offer staff intuitive channels to relay information to users.

1.03.5 Goals for the New Website

A new website needs to better reflect SMART's brand identity, improve the user experience and enhance functionality. SMART seeks to work with an experienced contractor or agency that has serviced other transit agencies that can design, build, host and maintain a new website with a focus on these key elements:

1. **MOBILE FIRST DESIGN:** The website must be easy to use and scalable for a variety of devices, with the primary device being a phone.
2. **USER-CENTERED DESIGN:** The website must be intuitive, streamlined and easy to navigate for a variety of users, especially riders and potential riders.
3. **ACCESSIBILITY:** The website must be compliant with ADA and Web Content Accessibility Guidelines (WCAG) Version 2.2, Level AA guidelines.
4. **INTEGRATION:** The website must connect with other SMART systems, programs and tools to ensure seamless operation and access to timely and accurate information.

5. **FLEXIBILITY:** The website must be designed and developed in a way that SMART can build new pages, landing pages and make changes without losing the website's integrity.

SMART defines success for a new website in these ways:

- Riders and potential riders can quickly find the information they need to use our services.
- Customer service receives less calls asking for information that people can find through SMART's website and other tools integrated into the website.
- The website is simple in its design and structure, leading people to the solutions they are seeking to address their needs.
- People engage with our informational pages and are more likely to take the next action.
- SMART's brand is elevated through a refreshed, consistent look and streamlined, compelling messages across all pages.
- Costs for printing materials and time spent on manual processes are reduced.

SMART is seeking a comprehensive website redesign. Contractors must submit proposals that detail your recommended approach to meeting the specified needs in developing a website for SMART according to the Scope of Work. Proposals must address each requirement. Do not simply restate the specifications. Clearly identify and explain any deviations from the Scope of Work in your approach. Proposals that do not fully address the requirements or lack sufficient detail may be considered non-responsive and rejected.

SMART seeks a contractor or agency to provide services in these general areas, using direction and feedback from SMART staff:

- Site map and wireframes
- Design and development
- Content Management System (CMS)
 - SMART would own and update the website when needed using the CMS.
- Technology integrations with specified SMART programs
- Quality assurance
- Deployment
- Training on the back-end
- Hosting
- Ongoing site maintenance and support
 - Break/fix support
 - Routine maintenance – version updates and security updates
 - A breakout of annual costs and hourly support costs

A successful contractor must provide proven demonstrated experience, through references and work examples, with developing websites for multiple audiences and with complex structures. The contractor must have a history of delivering website backends with user-friendly interfaces that require maximum flexibility to update and grow the website with minimal knowledge of coding languages to maintain. The contractor must also have demonstrated success seamlessly integrating other technologies and programs into websites. Experience working with other transit agencies is a plus but not required.

Public-Facing Website

- A. Trip planning and real-time information (embedded prebuilt trip planner, real-time tracking, service alerts)

- B. Route landing pages with schedules, detours, and maps
- C. Alerts and notifications with subscriber options (email, SMS, push)
- D. Fares and online purchasing with Token Transit and refund workflows
- E. Careers section with ADP integration and easy application process
- F. Board, policy, Civil Rights, and FOIA content accessible and searchable
- G. Community and educational content with storytelling and advocacy explainers
- H. Performance dashboards and project updates
- I. Consistent visual design, icons, and plain language
- J. Multilingual support and WCAG 2.2 AA compliance
- K. Newsletter integration and live/real-time social media feed updates
- L. Procurement page with BidNet integration
- M. Media page to upload stories and news content
- N. Ability to create separate landing pages for private event registration, volunteer registration, and sponsorship commitments, for our Annual Bus Roadeo
- O. Integrate application form and program information for external program, Adopt-A-Stop

Employee Portal (MySMART)

- Role-based access and departmental publishing
- Community partner reporting upgrades
- Policy and knowledge repository with directory and org chart
- HR hub with benefits, jobs, training, and onboarding
- Procurement alignment with ERP
- Integrated submission forms for external employers to register for Get A Job, Get a Ride

Technical Requirements

- Modern CMS with structured content types, workflows, and permissions
- Integrations: real-time data, Token Transit, alerts, Mailchimp, ERP, analytics
- Fast performance, Core Web Vitals compliance, CDN
- Unified search with dedicated policy/Board search
- Strong security: SSO, MFA, encryption, hardened hosting
- WCAG 2.2 AA compliance and multilingual support

Information Architecture and UX

- Homepage anchored to rider tasks: Plan a trip, Pay a fare, Get real-time updates
- Dedicated route landing pages one click away
- Careers and Board pages as top-level navigation items

Content Governance

- Content owner in Communications with distributed publishing
- Approval workflows, SLAs, and style guides
- Editor training and governance playbook required

Data, Analytics, and Reporting

- Analytics tracking for trip plans, alerts, fare purchases, careers clicks
- Performance dashboards and accessibility maps with automated updates

Deliverables

- Discovery research, journey maps, IA recommendations
- Wireframes, prototypes, design system, and component library
- Functional website and employee portal
- Content migration and redirect plan
- Accessibility conformance report
- Admin training and governance playbook
- Post-launch support

Project Management and Timeline

- Phased approach: Discovery, IA/UX, Design, Build, Content, QA/Accessibility, Training, Launch
- Completion targeted for June 2026

Vendor Qualifications

- Experience with transit/public sector sites and WCAG compliance
- References and examples of real-time transit tools and route pages
- Ability to deliver role-based authoring and department publishing

Evaluation Criteria

- Experience in building transit websites
- Mobile-first UX and rider task focus
- Accessibility compliance and multilingual plan

1.03.6 Specifications

Please provide a proposal that addresses the following requirements by outlining your recommended approach for the SMART website redesign. Referring to www.smartmovesus.org, propose a comprehensive solution to improve the site's design, functionality, and user experience. Describe how you would redesign the website to ensure it is user-friendly, modern, professional, mobile-responsive, ADA-compliant, and accessible to all audiences.

Your proposal should include a high-level outline of the proposed site structure, navigation strategy, content organization, and overall design approach, reflecting SMART's commitment to our Core Values of Safety, Multiplier Effect, Adaptability, Respect, Transparency along with innovation and public service.

The proposer must include references and supporting materials demonstrating the ability to meet these specifications. Please include 3 website links where your firm is the lead on the project. SMART reserves the right to determine whether the submitted materials sufficiently demonstrate the proposer's capability to meet all requirements. If SMART determines that the responses and supporting materials do not meet the specifications, the proposal may be rejected.

User Experience

With direction and feedback from SMART staff:

- Design and develop an intuitive information architecture, site map, navigation, and page templates using a user-centered, data-driven, and accessible design approach.
- Create a modern, professional, and visually engaging website that reflects SMART's brand identity, supports its mission, and inspires confidence among riders, employees, and community partners.

Analytics

- Provide tools and reports that help SMART understand who is visiting the website, how users interact with it, and what content drives engagement.
- Implement best practices for search engine optimization (SEO) to increase visibility and reach.
- Integrate the website with Google Analytics, Google Tag Manager, Meta Pixel, LinkedIn Insights, and Google Ads remarketing tags to support data-driven marketing and communication strategies.

Content Management

Implement an easy-to-use Content Management System (CMS) customized for SMART that allows authorized staff to dynamically add, edit, and maintain all website content without technical assistance.

- Offer multiple page templates to support SMART's diverse content needs while maintaining a consistent and branded design system.
 - Allow SMART staff to easily customize pages (add and move columns, sections, text boxes, sidebars, etc.) without HTML knowledge.
 - Support a variety of content types, including images, videos, graphics, and animations, with flexible formatting options (e.g., pull quotes, bullet lists).
 - Include basic SEO fields (meta title, meta summary, meta image).
- Allow SMART staff to create new pages as needed.
- Build content collections that prioritize and categorize information for better organization and discoverability.
 - For example, SMART seeks a solution for displaying detour information organized by time-period and type of service impact.
- Enable certain content (e.g., regional alerts, detour notices, blog stories) to automatically display across relevant pages throughout the site.
- Support multi-user management with configurable roles and permission levels.
- Provide adequate storage capacity for media assets and downloadable files (minimum of 5MB per upload).
- Develop a centralized digital asset library to store and share SMART logos, graphics, and photos with internal and external stakeholders.
- Allow SMART staff to preview content, manage versions, and revert to prior versions of any page as needed.

Integration & Technology

- Ensure seamless integration between SMART's website and existing internal and external programs to display accurate, real-time information and tools. Current integrations may include: Board Meeting software, MySMART Trip Planner, Next SMART Bus, job board, and on-demand reservation systems, CRMs.
- Coordinate with SMART staff and our vendors and partners to allow website visitors to plan trips directly from the SMART website using the Trip Planner tool.

- Provide a form-building tool that allows SMART staff to create, embed, and automate form processing on web pages.
- Customize and embed email sign-up forms from SMART's email platform(s) to automate opt-ins for riders and stakeholders to receive SMART updates and alerts.
- Allow files to be uploaded and translated to display information on appropriate pages, especially route and schedule pages.
- Embed an interactive system map that can be easily updated to show all SMART bus routes and services.
- Allow custom URL creation for pages and campaigns.
- Provide a robust site-wide search tool to enhance user experience.
- Include cookie tracking functionality and visible privacy notifications to comply with data protection standards.

Training & Support

- Conduct UX research to support the website's design and functionality based on SMART rider and stakeholder needs.
- Provide a flexible training approach that can be delivered in-person, hybrid, or virtual for SMART staff.
- Assist with content migration from the current website to the new platform.
- Support go-live activities and post-launch quality assurance.
- Deliver a website maintenance and implement existing style guide that includes:
 - Brand and content standards for consistency in voice and design.
 - Guidelines for uploading images and documents.
 - Direction for optimizing headlines, body text, and layout best practices.

Accessibility & Mobile Response

- Ensure the website is mobile-responsive and performs consistently across all devices and browsers.
- Guarantee compliance with ADA and WCAG 2.2 AA standards or higher to ensure accessibility for all users.
- Integrate an automated translation tool (e.g., Google Translate) to support SMART's diverse ridership.

Hosting, Maintenance & Support

- Provide ongoing hosting services for the SMART website.
- Address post-launch issues, including user feedback, staff concerns, and technical bugs.
- Outline recurring prices for ongoing support and maintenance, including:
 - Break/fix support
 - Version and security updates
 - Routine website and server maintenance
 - Service level agreement for support on premises if applicable
- Provide an hourly rate for additional services not included in standard maintenance (e.g., new page designs, development updates, or feature enhancements).

Content Types

The SMART website serves as a vital source of information for both SMART's transit services and the organization itself. SMART has identified multiple types of content that will require customized templates and pages.

SMART will provide the content (text, graphics, and images) for all pages. Due to the project's timeline, SMART anticipates launching with all new rider-facing pages and migrating remaining content after launch into updated templates.

The homepage must be designed to meet immediate rider needs—such as route information, service alerts, and real-time trip planning—while also engaging broader audiences interested in SMART's employment opportunities, public meetings, projects, and news. The selected contractor will work collaboratively with SMART to prioritize and balance information in a layout that is visually appealing, interactive, and easy to navigate.

Other content could be classified into these six major types, with different kinds of page templates needed per each category:

1 – Static Content

The contractor will be responsible for building customized pages to display information that changes infrequently, such as overviews of SMART services, fares, reduced fare programs, community partnerships, facilities, how to ride, careers, about SMART, transit benefits, and customer service.

Page templates must be developed for similar types of static content (e.g., services, programs, policies, and projects) to allow SMART staff to easily customize and publish pages while maintaining a consistent visual design and brand identity.

2 – Managed Content

SMART regularly coordinates a variety of recurring and time-sensitive activities, including public meetings, community events, service changes, procurements/bids, and other items with defined start and end dates. SMART also manages dynamic content such as news updates, rider alerts, public meeting notices, and blog features highlighting initiatives, employee stories, and customer experiences.

Some static pages—such as Board of Directors, Community Partnerships, and Procurement Opportunities—must allow for easy section updates. SMART staff must have the ability to author, organize, tag, and manage content; associate text, images, and attachments; and set automatic start and end dates for time-sensitive materials.

This functionality should extend to managed content types, including blogs, news stories, rider alerts, and detours, ensuring content can be shared or automatically displayed across relevant pages.

3 – Archival Content

SMART may wish to retain certain managed content indefinitely for reference or compliance purposes. For example, Board meeting materials may appear as managed content on a specific date but must remain accessible as archived records afterward.

The website must allow SMART staff to mark content for archival, ensuring that once content expires, it no longer appears as an active item but remains viewable as previous content for transparency and historical reference.

This archival functionality supports SMART's commitment to transparency and accessibility, turning the website into a living record of organizational activity and community engagement.

4 – Landing Page Content

As SMART launches marketing campaigns, events, public engagement efforts, and special initiatives, staff must be able to create visually engaging, customized landing pages.

These landing pages should support a flexible layout that accommodates various content types—text, photos, videos, static and animated graphics—and the ability to add buttons, calls-to-action, and embedded submission forms to drive engagement. SMART staff should be able to create, edit, and publish campaign-specific landing pages independently within the CMS.

5 – Route Pages

SMART's fixed-route system represents the majority of its ridership and information needs. The contractor must design a route page template that clearly displays route details, schedules, and maps in a way that allows riders to easily plan trips.

Schedules should be interactive and filterable by day of the week and direction, with an option to download PDFs.

SMART's fixed-route service changes frequently and the website should be able to poll our GTFS and GTFS-RT feeds for fixed route information, detours, and service alerts, and update on demand whenever this information changes.

SMART utilizes the General Transit Feed Specification (GTFS) format to manage and distribute transit data. The website must be capable of ingesting GTFS files uploaded by staff, automatically populating route pages and maps, and hosting downloadable GTFS files for integration with Google Transit, TransitApp, MySMART Trip Planner, and other third-party tools.

The website must support two concurrent GTFS datasets—one for current service and one for upcoming service—and generate error notifications to SMART staff in plain language if uploads fail, specifying what corrective actions are required.

6 - Real-Time Content

The contractor must have capabilities for integrating real-time GTFS data to automatically display detours, delays, or service disruptions on SMART's route pages.

At a minimum, the contractor must provide a detour management solution that allows SMART staff to enter detour details and bus stop closures using a structured template. Detours and stop closures should automatically populate a central detours page and appear on impacted route pages based on category, priority, and date range. This should pull data from Swiftly to avoid Scheduling and Operations from entering information twice in two separate workflows to ensure data shown to our customers is in sync in trip-planning apps.

Ease of Use

The website is subject to frequent updates, reflective of the content types noted above. The public-facing website must reflect any updates immediately, or at a user-specified go-live time.

SMART requires a tool for staff to manage all content types, including adding new pages to the website. The tool must be robust enough to accommodate all content types, along with text, graphics, formatting, and attachments to go with each update.

SMART staff with web responsibilities will be intermediate-level users. It is expected that they will commit to some degree of training on the use of the content management tool. However, managing the website must not require expert developer knowledge. Similarly, anything other than a major structural change must not require involvement of the original website contractor.

Maintenance and Hosting

While SMART will own the website, the contractor will be required to host the website on a U.S.-based server and be responsible for maintenance of the website and server.

The contractor will be responsible for scheduled maintenance and emergency maintenance and upgrades to the server and firewall, included within a monthly maintenance and hosting fee. SMART must be notified of any scheduled maintenance ahead of time and of any emergency maintenance at the time it happens.

The contractor must provide 24/7 support within its monthly maintenance and hosting price. Expected response times for emergency site outages will be 15 minutes during normal business hours and 1 hour outside of normal business hours and holidays. Backups of the website must occur nightly to an offsite data center and there will be no additional cost to restore a backup if needed due to a server outage or coding issue caused by the contractor. SMART must have administrative access to the hosting account, including SSH & FTP access.

Because the website is an essential tool for our customers as they are making their trips on SMART, the contractor must guarantee that the server and data center network will be available 99% of the time in a given month, excluding scheduled maintenance. The contractor must notify SMART immediately when the website is down.

Workflow and Milestones

Considering the specific nature of a transit website, SMART plans to work closely with the contractor throughout the development process.

SMART staff will handle the following:

- Brand guidelines and creative direction for the website
- Audience identification and journey mapping
- Initial concepts or ideas for navigation and page templates
- Content writing
- Some project management

SMART staff and contracted vendors can also work alongside the contractor to ensure programs and tools are properly integrated and to interpret technical data. SMART staff have identified examples from other transit agencies that the team likes and have met with internal departments to gather needs and desires.

In the proposal, the proposer must provide a framework with enough detail on how they will work with SMART to achieve the goals of the project on deadline.

SMART would like the new website to launch by June 30, 2026. The new website must include all new rider-facing pages. SMART will also strive to provide updated content for other pages of the website, but the contractor will need to transfer several static and managed content pages from the current website to templates in the new website by the launch date. Updating other pages, addressing issues and complaints, and completing any follow-up steps must be completed by the third quarter of 2026 at the latest, with the contractor providing ongoing hosting, maintenance, and support.

Proposals must include a timeline with key milestones for how to relaunch the website by June 2026, with additional updates and changes to the website occurring through the end of 2026. Optional responsibilities could follow a longer timeline or be noted separately. The timeline for launching the website must include time to review and test the website both internally and externally.

DELIVERABLES

SMART has identified the deliverables it seeks to achieve by June 2026 and by December 2026. SMART is open to other deliverables or ideas from proposers that would successfully achieve the desired outcomes.

Here are specific deliverables SMART is seeking from the successful proposer:

Task 1: Planning The contractor must refine objectives, understand audiences, and prioritize and organize information using a user-centered and accessible approach. <ul style="list-style-type: none">• Meetings with SMART staff to understand goals, objectives, and target audiences, and to review planning work staff have started.• Written summary of findings from analyzing who is visiting SMART's website and how they interact with it.• UX research conducted to support the website design process.• Information architecture, site map, and proposed navigation presented to SMART staff in a mutually agreed-up-on format and revised based on feedback and research.• Wireframes showing the website's layout and structure presented to SMART staff in a mutually agreed-upon format and revised based on feedback and research.	Proposed Date
Task 2: Design The contractor must define the visual aspects of the website to create a modern, professional, and visually appealing website that reflects SMART's brand and engages identified audiences. <ul style="list-style-type: none">• Visual guide produced in a mutually agreed-upon format that follows current branding guidelines in collaboration with SMART staff.• Mockups of the homepage and page templates presented to SMART staff in a mutually agreed-upon format and revised based on feedback.• Key elements of the user interface, including the menu, buttons, and icons, presented to SMART staff in a mutually agreed-upon format and revised based on feedback	Proposed Date
Task 3: Development The contractor must build the frontend and backend of the website and present a customized CMS to SMART. <ul style="list-style-type: none">• CMS must have:	Proposed Date

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| <ul style="list-style-type: none"> ○ Ability for SMART staff to add, edit, and maintain all pages and all content without knowing coding. ○ Multiple page templates for each of the necessary content types that follow brand guidelines. <ul style="list-style-type: none"> ▪ SMART staff must be able to customize design elements while following a branding guidelines and add multiple types of content and format text on pages without coding. Pages must include basic SEO fields, including meta title, meta summary, and meta image. ○ Content collections that allow for prioritization and categorization of content on certain pages. ○ Ability to automatically display certain content on other pages across the website. ○ Ability to add multiple users to manage the website and designate different levels of access for users. ○ Enough storage space for uploading images, graphics, and large PDF files (at least 5MB) to link to and display on the website. ○ An asset library for SMART to share logos, graphics, and photos with external stakeholders. ○ Ability to preview pages before publishing and to revert a page back to a historical version. ○ Mobile-friendly and responsive across all devices and web browsers. ○ Integrations with other programs to embed tools and up-to-date information on pages, including the MySMART Trip Planner, and interactive system route map (iFrame from 3rd party source). ○ Ability to create forms, embed forms on web pages, and automate how forms are processed without using coding. ○ Embedded sign-up forms that are integrated with SMART's email program. ○ Ability to upload GTFS files to be translated to display information on appropriate pages. ○ Ability to customize URLs for pages. ○ Robust customer-facing search tool. ○ Cookies tracking with notification to website users. ○ Automatic translation tool. <ul style="list-style-type: none"> ● Contractor must submit written documentation on how the CMS: <ul style="list-style-type: none"> ○ Meets or exceeds ADA and WCAG 2.1 AA requirements on the frontend. ○ Integrates best practices for search engine optimization. | |
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<p>Task 4: Page Development</p> <p>The contractor must build all new rider-facing pages of the website and migrate content from the current website to the new website.</p> <ul style="list-style-type: none"> • Deliver a mutually agreed-upon training program on how to use the web CMS for SMART staff. • Build a homepage to meet SMART's goals and make revisions based on feedback. • Build static pages and route pages that showcase information for riders and make revisions based on feedback. • Migrate all other identified static and managed content from the current website to the new website and build it into new pages using new page templates. • Produce a written document outlining guidelines for maintaining consistency and optimizing the website when staff build and edit pages. 	Proposed Date
<p>Task 5: Deployment</p> <p>The contractor must test the website, fix issues, and launch the website in advance of the bus network implementation. The bus network implementation is the strategic process of planning, designing, and changing a bus system's routes, schedules, and infrastructure to improve service and ridership. The testing must seamlessly integrate with our scheduling tools, planner, apps, etc.</p> <ul style="list-style-type: none"> • Issues identified by the contractor and SMART staff are fixed before launch and communicated through written documentation. • Audit and review of current DNS configurations and verification that all content is migrated before launch. • Website is live by June 30, 2026 in coordination with SMART staff. • Website is connected to Google Analytics, Google Tag Manager, Meta Pixel, LinkedIn Insights, and Google Ad remarketing tags. • Soft launch after initial UAT 	Launch by June 2026
<p>Task 6: Finish Building</p> <p>The contractor must build the remaining static content pages of the website and make changes to address issues.</p> <ul style="list-style-type: none"> • Remaining static content pages rebuilt and published using content and assets provided by SMART. • Written documentation that identified issues and complaints are addressed. • Written or video CMS user manual is provided. 	By Q3 2026

<p>Task 7: Maintenance, Updates, and Support The contractor must provide ongoing maintenance, updates, and support.</p> <p>At an agreed recurring price, the contractor must provide:</p> <ul style="list-style-type: none"> • Website hosting within the United States of America • Scheduled maintenance and emergency maintenance • Upgrades to the server and firewall • Backups of the website with the ability to restore a backup if needed • Administrative access to the hosting account, including SSH & FTP access • Additional consulting services 	Ongoing
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AI Usage Disclosure

SMART requires transparency regarding the use of artificial intelligence (AI) in proposal development. Proposers must disclose whether AI-assisted tools or systems were used to generate, draft, or edit any portion of their submission.

The following AI disclosure shall be noted in your response:

- Was AI used in the preparation of this proposal? Yes or no.
- If yes, describe:
 - The AI tools or systems used (e.g., ChatGPT, Grammarly, DALL·E, etc.)
 - The purpose of the use (e.g., grammar editing, idea generation, data visualization, etc.)
 - The process for human review and validation of AI-generated content

2.00 SOLICITATION PROCEDURES

2.01 Solicitation Schedule

Pre-Proposal Conference (Virtual) (Section 2.02):	November 10, 2025, 1:00 PM, ET
Requests for Clarification, Communications and Equal Performance Deadline (Section 2.03):	November 14, 2025, 3:00 PM, ET
Answers to Requests for Clarification, Communications and Equal Performance (Anticipated Date)	November 19, 2025
Proposal Due Date and Time (Section 1.01):	December 10, 2025, 3:00 PM, ET

2.02 Pre-Proposal Conference

A Pre-Proposal Conference (including a site visit, if applicable) will be held on the above date and time on Zoom. The project will be discussed at the meeting; however, no statements should be viewed as modifications to the RFP unless issued as addenda. Attendance is encouraged, but is not mandatory.

Join Zoom Meeting

<https://smartbus.zoom.us/j/87687560144?pwd=yCoQaCY0kIaEePIPnnPdg6WaXbuMtd.1>

Meeting agenda

<https://docs.zoom.us/agenda/doc/bb76b7f5-72ef-4139-915b-94201eb69000>

Meeting ID: 876 8756 0144

Passcode: 049961

One tap mobile

+16469313860,,87687560144#,,,*049961# US

+19292056099,,87687560144#,,,*049961# US (New York)

Join instructions

<https://smartbus.zoom.us/meetings/87687560144/invitations?signature=9XfmLJ59ihUi6CCxnN4juOY87BndHMhQOtTE9xzW734>

A Pre-Proposal Conference will not be held.

2.03 Offeror Communications

During the solicitation process, all forms of contact and correspondence in regard to any aspect of this solicitation shall only be with the Purchasing Agent identified in Section 1.01. Further, this Offer must be made based upon an independent price determination, and Offeror shall not have communications with others for the purpose of restricting competition. Any alleged breach of this Section may, at SMART's sole discretion, result in the rejection of the breaching Offeror's proposal and reporting of such conduct to any applicable governing authorities.

At any time before the Request for Clarification, Communications and Equal Performance Deadline (See Section 2.01), the Offeror may request a clarification, interpretation, or further explanation of any portion of this RFP. All such requests should be done on Request for Clarification form(s), as provided in Section 3.04. Offerors may also request approval of an item that deviates from the specifications stated in the Scope of Work. All such Requests and SMART's responses will be issued

as addenda and made available to all prospective bidders. Approval, denial, and any other response to requests are in the sole discretion of SMART.

Whenever brand, manufacturer, or product names are used, they are included for the purpose of establishing a description of the item. This inclusion is not advocating or prescribing the use of a particular brand, item, or product. Whenever such names appear, request(s) for approved equal substitutions will be considered. Offeror's request(s) for approved equals shall include all aspects of product which would document the products salient features.

2.04 Addenda to the RFP

SMART reserves the right to amend the RFP at any time prior to the Proposal Due Date. Any such amendments will be issued as addenda to the RFP, and will become part of the RFP. Addenda will be posted exclusively on the MITN website, www.mitn.info. All Offerors shall acknowledge the receipt of all addenda in their proposal. Failure to do so may result in the rejection of an Offeror's proposal, at SMART's sole discretion.

2.05 Proposal Content Requirements And Proposal Submission

Offerors must precisely follow all of the instructions of the RFP. All proposals must include the entire RFP document, as the combination of the RFP and the Offeror's response form the Contract. Failure to conform to all content and packaging requirements may result, at SMART's sole discretion, in rejection of an Offeror's proposal. Proposals shall be submitted in two separately sealed packages, marked "TECHNICAL PROPOSAL" and "PRICING PROPOSAL". **Electronic submission only. Email attachments shall contain RFP all pages and required documents. The company financials shall be sent as a separate email.** The required contents of each attachment are described below sent in one email.

TECHNICAL PROPOSAL

The Technical Proposal must include all information necessary for SMART to evaluate both the Offeror, and the Offeror's proposal. It must include the entire RFP document and all issues of responsibility and responsiveness, as set out in Section 2.08, "Qualification Requirements", and Section 2.09, "Evaluation Criteria". Additionally, all required (non-pricing) forms, and any Deviation forms related to the Technical Proposal, shall be included and properly completed.

PRICING PROPOSAL

The Pricing Proposal shall include all information necessary for SMART to evaluate the Offeror's proposed pricing, including any necessary supporting data. All required (pricing-related) forms including forms 3.01, 3.02 and 3.03, and any Deviations related to the Pricing Proposal, shall be included and properly completed.

Instructions for Electronic Submission:

All proposals in response to this solicitation issued by Suburban Mobility Authority for Regional Transportation (SMART), must be submitted electronically via Bidnet Direct (MITN) at www.bidnetdirect.com or by email at bids@smartbus.org by December 10, 2025, 3:00 PM, ET. Physical submissions will **not be accepted**.

Vendors must be registered with Bidnet Direct to view, download, and submit bids/proposals/quotes should they choose to use Bidnet Direct for their submission. Registration is available at no cost at the following link: www.bidnetdirect.com.

SOLICITATION PROCEDURES

If a vendor uses Bidnet Direct, it is the sole responsibility of each vendor to ensure that its electronic bid submission is completed and successfully uploaded to Bidnet Direct prior to the submission deadline indicated in the solicitation. Late submissions will **not be accepted**.

By submitting a proposal through Bidnet Direct, the vendor agrees to all terms and conditions of the solicitation and the electronic submission process.

For technical support with the Bidnet platform, vendors may contact Bidnet Direct at support@bidnet.com or call 800.835.4603.

SMART will also accept email submissions. See below for email submission instructions:

1. Email to: bids@smartbus.org
2. Subject Line: SMART RFP No. 26-4159 Response – COMPANY NAME
3. Please number all pages of your document.
4. If your submission requires more than one email, please include behind your company name "Email 1 of 2" or "Email 2 of 2," whatever applies.
5. Please note, all requirements and due date requirements will remain in place. Your electronic submission must arrive in the bids@smartbus.org email by 3:00 PM ET, December 10, 2025, should you choose to email your submission.

If any issues should arise when submitting your bid, contact the purchasing agent via email at mbouchard@smartbus.org at least 2 hours prior to the cut off time. If you do not receive receipt acknowledgement of your submission, please contact the purchasing agent.

2.06 Modification or Withdrawal of Proposals

A modification of a proposal already received will be accepted by SMART only if the modification is received prior to the proposal Due Date, is requested by SMART, or is made in response to a request for revised proposals. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposals.

An offeror may withdraw a proposal prior to the proposal Due Date by submitting to SMART a written request for withdrawal executed by the offeror's authorized representative. The withdrawal of a proposal does not prejudice the right of an offeror to submit another proposal within the time set for receipt of proposals.

2.07 Proposal Evaluation, Negotiation, and Selection

Proposals will be evaluated, negotiated, and selected using the criterion and processes explained herein. In addition to disqualifying proposers and/or proposals based upon this process, SMART may, in its sole discretion, reject any or all proposals or Offerors for any reason. Additionally, offerors are hereby on notice that the lowest dollar cost bidder may not always be awarded a contract. Any and all Deviations, Clarifications, reservations, and additional or contradictory terms included in a bid may result in its rejection, at SMART's sole discretion. SMART also reserves the

right to waive any defects or irregularities in any proposal, or to request that an Offeror provide any missing information and make corrections.

2.08 Qualification Requirements

Bids are first evaluated, as a threshold requirement to conduct business with SMART, to determine the responsibility of Offerors. **If it is found that an offeror does not meet these requirements, that offeror is deemed non-responsible and their Bid will be excluded from consideration for Bid award.** This determination is made in the sole discretion of SMART. Responsibility requirements are as follows:

- A. Sufficient financial strength and resources and capability to finance the work to be performed and complete the contract in a satisfactory manner as measured by one of the following:
 1. Offeror's financial statements prepared in accordance with United States Generally Accepted Accounting Principles (GAAP) and audited or reviewed by an independent certified public accountant authorized to practice in the jurisdiction of either SMART or the offeror. If offeror does not have audited or reviewed financial statements, offeror may provide complete copies of the prior two year's signed federal tax returns.
 2. Ability to secure required bond(s), if required under the bonding requirements described herein.
 3. Willingness of any parent company to provide the required financial guaranty evidenced by a letter of commitment signed by an officer of the parent company having the authority to execute the parent company guaranty as evidenced by a Corporate Resolution of the Parent Company. Such letter of commitment must be accompanied by the parent company's financial statements prepared in accordance with United States Generally Accepted Accounting Principles (GAAP) and audited or reviewed by an independent certified public accountant.

It should be noted that this information is requested for internal evaluation purposes only, and like any other information which forms part of a proposer's submission, it will be held in strict confidence. However, once a proposer is selected, some or all the information submitted may be subject to the Freedom of Information Act, unless it qualifies as an exemption. If you would like anything kept confidential, please mark the materials as such. Those materials will be returned to any proposers not selected. The materials of the selected vendor must be kept on file with SMART as part of the contract, however, in the event of a FOIA request, SMART will promptly notify the vendor and allow it the opportunity to seek judicial relief.

- B. Evidence that the human and physical resources of the Offeror are sufficient to perform the Contract as specified and assure delivery of all equipment and/ or services within the time specified in the Contract. Examples of ways to demonstrate this are as follows:
 1. Evidence of sufficient personnel staffing levels with sufficient skills, training, expertise, to complete the Contract as required and satisfy any circumstances that may arise during the Contract;
 2. Evidence of sufficient equipment to complete the Contract as required and satisfy any circumstances that may arise during the Contract.

- C. Evidence of satisfactory performance and integrity on past and current contracts.
Examples of ways to demonstrate this are as follows:
 1. References from past and current clients;
 2. Awards and accolades based upon similar past and current projects;
 3. Prior contractual successes with SMART.
- D. Compliance with all Equal Employment Opportunity laws and regulations. This may only be evidenced by proper completion of Form 3.07, "EEO / Affirmative Action Compliance".

2.09 Evaluation Criteria

If a proposal has been determined to meet all Qualification Requirements and is not otherwise rejected, it is then evaluated based upon pricing and Evaluation Criteria for determining the competitive range or selection of a proposal for potential award.

Any and all Deviations, Clarifications, reservations, and additional or contradictory terms included in a proposal that did not result in rejection will be evaluated in this Section according to what evaluation criteria they affect.

A. Alignment of Goals and Approach (15%)

- Demonstrated understanding of SMART's goals, audiences, and website needs.
- Clearly outlined and strategic approach to meeting SMART's goals related to mobile responsiveness, user-centered design, accessibility, integration, and flexibility.
- An intentional, collaborative approach for planning, designing, and developing the website.
- Detailed timeline that meets SMART's needs with clearly outlined contractor and SMART staff responsibilities.
- Described project management approach to ensure on-time delivery and effective coordination throughout all phases.

B. Technical Specifications (25%)

- Quality and flexibility of proposed CMS, with ability to build a variety of page types, organize/prioritize content across the website, and easily update and create pages.
- Proposed solutions for handling all types of content and page types, including managing detours and other immediate updates.
- Detailed overview of how the website can be built for responsiveness, accessibility, and SEO (Search Engine Optimization) optimization.
- Demonstrated ability to integrate third-party tools and programs with capability to meet SMART's integration needs.
- Solution for adding customized forms onto pages and automating how forms are processed.
- Ability to manage GTFS files to display information.
- Optional Demonstrations, if applicable

C. Qualifications and Experience (25%)

- Experience building similar complex websites, especially for public agencies or transit organizations.
- Portfolio of past work, particularly with a transit agency, user-centered, mobile-friendly, accessible, and information-rich websites.
- Demonstrated ability to deliver a customizable CMS solution that staff can manage.
- Specific experience working with GTFS data and transit-related tools (preferred; not required).

D. Training, Documentation, and Support Plan (15%)

- Clear, detailed plan for providing staff training and documentation.
- Ability to quickly respond to SMART's needs during development and following website launch.
- Defined ownership in migrating content and building pages on the new website.
- Availability and responsiveness for post-launch support.
- Quality of plan and cost for managing ongoing support, hosting, and maintenance.

E. Price of Proposal & Value (20%)

- Overall project price and clarity of line items (e.g., planning, design, development, hosting, support).
- Hourly rate for future support/changes.
- Clear breakdown of annual recurring maintenance and hosting fees.

2.10 Determination of the Competitive Range

If proposal evaluation as explained in Section 2.08 and Section 2.09 does not provide sufficient information for SMART to select a proposal for potential award, SMART may, at its sole discretion, establish a competitive range of proposals for further discussion with SMART.

Proposals Not Within the Competitive Range

Proposals that have been determined to be outside of the competitive range, and unable to be made within the competitive range at SMART's discretion, will be excluded from further evaluation and will not be considered for award.

Proposals within the Competitive Range

The Offerors who are found by SMART to be within the competitive range, or whose proposals may be made to be within the competitive range (at SMART's discretion), will be notified in writing. SMART will then undertake to further evaluate the remaining Offerors through interviews, requests for clarifications, site visits, or any other analysis determined by SMART to be probative of the Offeror's ability to perform the Contract.

Any and all Deviations, Clarifications, reservations, and additional or contradictory terms included in a proposal may be negotiated at this time. Failure to come to a resolution acceptable to SMART may result in the rejection of that proposal from further consideration, at SMART's sole discretion.

No information, financial or otherwise, will be provided to any Offeror about any of the proposals from other Offerors within the competitive range during this process, and Offerors will not be told of their rankings in relation to other Offerors.

2.11 Best and Final Offers (BAFO)

After further evaluation of the competitive range has been completed, each Offeror in the competitive range may be afforded, at SMART's sole discretion, the opportunity to amend its proposal and make its BAFO. SMART may also use the BAFO process, in the issuance of a Request for Revised Proposals, to clarify, modify, delete, or add work or terms to any portion of the RFP.

Any modifications to the initial proposal made by an Offeror shall be clearly identified in its BAFO. SMART will make any appropriate adjustments to the initial evaluation scores for any criteria which have been affected by modified or supplemental information supplied in the BAFO.

2.12 Notice of Intent to Award, and Contract Award

Once SMART has determined the Offeror to which it intends to award the Contract, a Notice of Intent to Award letter will be sent to that Offeror requesting all Required Submissions, which are listed in Article 5.00. Failure to submit satisfactory documents within ten (10) business days may result, at SMART's sole discretion, in the contract being awarded to an alternative offeror. These documents must be accepted prior to initiation of work under the Contract. The Notice of Intent to Award does not bind SMART, and is not an acceptance of the Offer.

The acceptance of an Offer for award, if made, shall be evidenced only by a fully executed Offer and Award Form, Form 3.03, delivered in person, by mail, or electronically to the Offeror whose Offer is accepted. No other act by SMART shall evidence acceptance of an Offer. Such notice shall obligate said Offeror to commence performance under the Contract.

2.13 Protests

Interested parties that believe they have been aggrieved by a solicitation or the award of any resulting contract may file a written notice of protest with the General Manager of SMART. This must be via certified mail, with a copy served upon SMART's General Counsel in the same manner. The General Manager or their designee shall review and determine the merits of any such protest. The General Manager may, at their sole discretion, schedule a hearing on the protest and/or receive evidence or legal argument from any interested party, but shall not be bound by the rules of evidence nor formal procedure. The General Manager shall issue their conclusion to the protesting party in writing via certified mail, and shall also advise the SMART Board of Directors.

An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue. A subcontractor is not an interested party.

Protests addressing the adequacy of the solicitation process, and all solicitation documents, must be received by the General Manager no later than five (5) business days before the Proposal Due Date (See Section 1.01). Notice of protest of the award of a solicitation must be received by the General Manager no more than five (5) business days after the SMART Board of Directors has authorized the General Manager to award a contract(s) for that solicitation. Failure to adhere to these time limitations will result in the protested issue(s) being waived by all parties. All determinations made by the General Manager are final.

2.14 Effect of Termination or Suspension of Contractor on Other Contractor and Bidders

In the event the primary vendor is suspended or terminated, SMART reserves the right in its sole discretion to make the secondary vendor the primary vendor or to contract with a different

SOLICITATION PROCEDURES

contractor that either previously bid in response to this solicitation or through other contracting procedures consistent with SMART's contracting policy to be the primary vendor. SMART has the sole discretion to follow these same procurement procedures if the secondary vendor is terminated or suspended and SMART chooses to replace the secondary vendor.

3.00 REQUIRED FORMS AND SUBMISSIONS

Forms 3.01-3.14 must be completed and included in the Offeror's Response to the Proposal, even though some may not seem to apply to this solicitation. Failure to complete any of these forms may result, at SMART's sole discretion, in the rejection of that proposal. Forms 3.01, 3.02, and 3.03 shall be submitted with the Price Proposal. The remaining forms shall be submitted with the Technical Proposal.

Article 5.00, *Required Submissions for Selected Vendor after Notice of Intent to Award*, details all submissions the successful Offeror must produce before being awarded the Contract. When SMART has chosen an Offeror to which it intends to award the Contract, a Notice of Intent to Award letter, see Section 2.12, will be sent to the recommended vendor and will require all submissions prior to the award of the Contract.

Zoom meeting information for pre-proposal conference

Join Zoom Meeting

<https://smartbus.zoom.us/j/87687560144?pwd=yCoQaCY0kIaEePIPnnPdg6WaXbuMtd.1>

Meeting agenda

<https://docs.zoom.us/agenda/doc/bb76b7f5-72ef-4139-915b-94201eb69000>

Meeting ID: 876 8756 0144

Passcode: 049961

One tap mobile

+16469313860,,87687560144#,,,*049961# US

+19292056099,,87687560144#,,,*049961# US (New York)

Join instructions

<https://smartbus.zoom.us/meetings/87687560144/invitations?signature=9XfmLJ59ihUi6CCxnN4juOY87BndHMhQOtTE9xzW734>

3.01 Pricing Schedule

The Offeror hereby offers to furnish to SMART all goods and/or services at the prices as proposed below, pursuant to all requirements, terms, and conditions as stated in the RFP and response.

Alternative pricing schemes may be proposed provided that they are in addition to a base proposal, and shall be included with the Pricing Proposal.

Rates provided must be inclusive of all costs and fees, including but not limited to those fees imposed by Federal, State, and local governments. **No additional fees will be accepted.**

Pricing shall be valid for 180 days after due date. Pricing shall be firm fixed for the entire contract.

<p>Task 1: Planning The contractor must refine objectives, understand audiences, and prioritize and organize information using a user-centered and accessible approach.</p> <ul style="list-style-type: none">• Meetings with SMART staff to understand goals, objectives, and target audiences, and to review planning work staff have started.• Written summary of findings from analyzing who is visiting SMART's website and how they interact with it.• UX research conducted to support the website design process.• Information architecture, site map, and proposed navigation presented to SMART staff in a mutually agreed-upon format and revised based on feedback and research.• Wireframes showing the website's layout and structure presented to SMART staff in a mutually agreed-up-on format and revised based on feedback and research.	Price
<p>Task 2: Design The contractor must define the visual aspects of the website to create a modern, professional, and visually appealing website that reflects SMART's brand and engages identified audiences.</p> <ul style="list-style-type: none">• Visual guide produced in a mutually agreed-upon format that follows current branding guidelines in collaboration with SMART staff.• Mockups of the homepage and page templates presented to SMART staff in a mutually agreed-upon format and revised based on feedback.• Key elements of the user interface, including the menu, buttons, and icons, presented to SMART staff in a mutually agreed-upon format and revised based on feedback	Price

Task 3: Development <p>The contractor must build the frontend and backend of the website and present a customized CMS to SMART.</p> <ul style="list-style-type: none">• CMS must have:<ul style="list-style-type: none">○ Ability for SMART staff to add, edit, and maintain all pages and all content without knowing coding.○ Multiple page templates for each of the necessary content types that follow brand guidelines.<ul style="list-style-type: none">▪ SMART staff must be able to customize design elements while following a branding guidelines and add multiple types of content and format text on pages without coding. Pages must include basic SEO fields, including meta title, meta summary, and meta image.○ Content collections that allow for prioritization and categorization of content on certain pages.○ Ability to automatically display certain content on other pages across the website.○ Ability to add multiple users to manage the website and designate different levels of access for users.○ Enough storage space for uploading images, graphics, and large PDF files (at least 5MB) to link to and display on the website.○ An asset library for SMART to share logos, graphics, and photos with external stakeholders.○ Ability to preview pages before publishing and to revert a page back to a historical version.○ Mobile-friendly and responsive across all devices and web browsers.○ Integrations with other programs to embed tools and up-to-date information on pages, including the MySMART Trip Planner, and interactive system route map (iFrame from 3rd party source).○ Ability to create forms, embed forms on web pages, and automate how forms are processed without using coding.○ Embedded sign-up forms that are integrated with SMART's email program.○ Ability to upload GTFS files to be translated to display information on appropriate pages.○ Ability to customize URLs for pages.○ Robust customer-facing search tool.○ Cookies tracking with notification to website users.○ Automatic translation tool.• Contractor must submit written documentation on how the CMS:<ul style="list-style-type: none">○ Meets or exceeds ADA and WCAG 2.1 AA requirements on the frontend.	Price
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REQUIRED FORMS

<ul style="list-style-type: none">○ Integrates best practices for search engine optimization.	
Task 4: Page Development The contractor must build all new rider-facing pages of the website and migrate content from the current website to the new website. <ul style="list-style-type: none">● Deliver a mutually agreed-upon training program on how to use the web CMS for SMART staff.● Build a homepage to meet SMART's goals and make revisions based on feedback.● Build static pages and route pages that showcase information for riders and make revisions based on feedback.● Migrate all other identified static and managed content from the current website to the new website and build it into new pages using new page templates.● Produce a written document outlining guidelines for maintaining consistency and optimizing the website when staff build and edit pages.	Price
Task 5: Deployment The contractor must test the website, fix issues, and launch the website in advance of the bus network implementation. The bus network implementation is the strategic process of planning, designing, and changing a bus system's routes, schedules, and infrastructure to improve service and ridership. The testing must seamlessly integrate with our scheduling tools, planner, apps, etc <ul style="list-style-type: none">● Issues identified by the contractor and SMART staff are fixed before launch and communicated through written documentation.● Audit and review of current DNS configurations and verification that all content is migrated before launch.● Website is live by June 30, 2026 in coordination with SMART staff.● Website is connected to Google Analytics, Google Tag Manager, Meta Pixel, LinkedIn Insights, and Google Ad remarketing tags.● Soft launch after initial UAT	Price
Task 6: Finish Building The contractor must build the remaining static content pages of the website and make changes to address issues. <ul style="list-style-type: none">● Remaining static content pages rebuilt and published using content and assets provided by SMART.● Written documentation that identified issues and complaints are addressed.	Price

REQUIRED FORMS

• Written or video CMS user manual is provided.	
Task 7: Maintenance, Updates, and Support The contractor must provide ongoing maintenance, updates, and support. At an agreed recurring price, the contractor must provide: <ul style="list-style-type: none">• Website hosting within the United States of America• Scheduled maintenance and emergency maintenance• Upgrades to the server and firewall• Backups of the website with the ability to restore a backup if needed• Administrative access to the hosting account, including SSH & FTP access• Additional consulting services	Price
Total Price	\$

NAME OF OFFEROR: _____

3.02 Acknowledgement of Addenda

Addenda are published on the Michigan Intergovernmental Trade Network website, www.mitn.info. Failure to acknowledge all addenda may result in rejection of any such proposal, at SMART's sole discretion.

The Offeror acknowledges receipt of the following addenda. **If the RFP 26-4159 did not have any addenda, please submit this form filled out as "NOT APPLICABLE".**

Addendum Number _____, Dated _____

Name of Offeror: _____

Signature Of
Authorized Signer: _____

Name And Title of Offeror's Authorized Official: _____

3.03 Offer and Award

By executing below, the Offeror hereby offers to furnish equipment and services as proposed, pursuant to all requirements, terms, and conditions as stated in the RFP and response, and incorporated in SMART's Request for Proposal No 26-4159. Offeror stipulates that all terms of the Contract are negotiated, and that the consideration for this Contract is real and not merely a recital. This Contract is valid and enforceable with electronic, facsimile, and mechanically reproduced signatures, and if separately countersigned. This Offer shall remain open and valid until the award of this Contract, or until the withdrawal of this solicitation, whichever is greater.

Offer:	Company Name: _____
	Street Address: _____
	City, State, Zip: _____
Legal Entity (Check One):	<input type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust / Estate <input type="checkbox"/> Limited Liability Company
State of Incorporation: _____	
Tax ID Number: _____	
Name of Authorized Official: _____	
Signature of Offeror's Authorized Official: _____	
Name and Title of Offeror's Authorized Official: _____	
Date: _____	

By executing below, SMART accepts the Offer as indicated above.

Award:

Name and Title of SMART Official

Signature

Date

3.04 Request for Clarification, Communications and Equal Performance

This form must be used to request clarifications, changes, substitutions, explanations, or approval of items equal to items with specified brand names. This form must be submitted by the Requests for Clarification, Communications and Equal Performance Deadline, noted in Section 2.01. Each request must be submitted on a separate form. Multiple questions on the same form will not be answered. Attach additional pages if necessary. **If Offeror has no Requests for Clarification, Communications or Equal Performance, please submit this form filled out as "NOT APPLICABLE".**

RFP Control Number: 26-4159

Request Number:_____

Clarification Regarding RFP Section:_____

Clarification, Communication, or Equal Performance Request:

Reason/Rationale for Request:

NAME OF OFFEROR: _____

SMART Response:

3.05 Proposal Deviation

This form must be completed for each condition, exception, reservation, understanding, additional or contradictory terms, etc. (i.e. deviation) in Offeror's proposal. Any and all deviations and rationale must be explicitly stated so that they may be properly evaluated. Deviations which SMART finds ambiguous, unfavorable, or unacceptable may result in lowered proposal evaluation scoring, or may result in the rejection of the proposal, at SMART's sole discretion. Copies of this form must be submitted for each deviation. Attach additional pages if necessary. **If Offeror has no Proposal Deviations, please submit this form filled out as "NOT APPLICABLE".**

RFP Control Number: 26-415

Deviation Number: _____

Deviation Regarding RFP Section: _____

Deviation:

Reason for deviation:

NAME OF OFFEROR: _____

3.06 Compliance with Laws and Regulations

By signing below, Offeror certifies compliance with all applicable Federal, state, county, and local laws, regulations, ordinances, and codes in the performance of the Contract.

Additionally, Offeror certifies compliance with all FTA terms, including but not limited to FTA Circular 4220.1G as amended, which are hereby incorporated as applicable and consistent with current laws and regulations. Offeror is responsible for the procurement of all required permits and licenses. Offeror further certifies compliance with all changes to the aforementioned laws, regulations, ordinances, codes, policies, etc., throughout the term of the Contract. Offeror additionally certifies that it is not an Iran-linked business as set forth in the Iran Economic Sanctions Act, M.C.L. 129.311 et seq.

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

Finally, Offeror shall determine whether any or all of the aforementioned requirements apply to any or all subcontractors, and certifies compliance by any affected subcontractors.

Offeror hereby certifies compliance with all laws and regulations in the performance of this Contract.

Name of Offeror: _____

Signature of Offeror's Authorized Official: _____

Name and Title of Offeror's Authorized Official: _____

Date: _____

NAME OF OFFEROR: _____

3.07 EEO / Affirmative Action Compliance

SMART only conducts business with Offerors who are Equal Opportunity Employers. Offerors must complete this form regarding compliance. Offerors must comply with SMART's nondiscrimination requirements as set forth in Section 4.06, "Nondiscrimination" and Section 6.05 "Civil Rights Requirements".

Additionally, certain contractors that are awardees of federally-funded contracts are required to file affirmative action plans with government agencies as set forth in 41 C.F.R. Chapter 60 for purposes of compliance with the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. Please note that while Offeror may receive funds from, and provide transit-related employees to, other FTA direct and sub-recipients, this should not be considered when answering the questions below. To assist SMART in determining whether Offeror is required to have such a plan on file, please answer the following questions:

1. Does Offeror employ over fifty (50) transit-related employees¹ at SMART? Yes No
2. Has Offeror completed in excess of \$1,000,000 in contracts with SMART in the past year? Yes No

If Offeror answered "Yes" to both questions, please provide SMART with a copy of your Affirmative Action Plan and state below which government agency currently has Offeror's Affirmative Action Plan on file:

Offeror hereby affirms compliance with all Equal Employment and applicable Affirmative Action requirements as required by law and as set forth herein.

Name of Offeror: _____

Signature of Offeror's Authorized Official: _____

Name and Title of Offeror's Authorized Official: _____

Date: _____

Should you have any questions or concerns regarding the completion of this form, or compliance provisions set forth herein, please contact:

Candice Fowler, Civil Rights and External Drug and Alcohol Compliance Manager
SMART
Buhl Building, Suite 600
535 Griswold
Detroit, MI 48226
Phone: (313) 223-2167
cfowler@smartbus.org

¹ Transit-related employee refers to an employee of an FTA applicant, recipient, subrecipient, or contractor who is involved in any aspect of an agency's public transit operation funded by FTA. 49 C.F.R. 4704.1a Sections 1.4 and 1.6.

3.08 Debarment and Suspension Certification

Certification of Primary Participation Regarding Debarment, Suspension and Other Responsibility Matters

Offeror certifies, to the best of its knowledge and belief, that it and each of its principals:

1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
2. Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him, her for or it commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph 2 of this certification;
4. Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

The certification in this clause is a material representation of fact relied upon by SMART. If it is later determined that the bidder or proposer provided an erroneous certification, in addition to remedies available to SMART to terminate or suspend the contract arising from this solicitation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 48 C.F.R. Part 9 and 2 C.F.R. Part 180 and any other disclosures required in this Section while this offer is valid and throughout the period of any contract that may arise from this offer, and has the affirmative obligation to notify SMART in writing to the contracting officer and the SMART General Manager by Certified Mail, of any events or circumstances that come into existence that would necessitate a change in, or a withdraw of, the certifications set forth in this section. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Offeror's Authorized Official: _____

Name and Title of Offeror's Authorized Official: _____

Date: _____

3.09 RESERVED

This section has been intentionally left blank.

3.10 Lobbying Certification

Certification Regarding Lobbying

The undersigned 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 grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

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

Name of Offeror: _____

Signature of Offeror's Authorized Official: _____

Name and Title of Offeror's Authorized Official: _____

Date: _____

3.11 Conflict of Interest Certification

Conflict of Interest Certification

No employee, officer or member of the Board of Directors of SMART shall solicit or be a party, directly or indirectly, to any contract between him/herself and any firm of which he/she is a partner, member or employee. Kinship shall extend to all parents, children, grandparents, grandchildren, uncles, aunts, first cousins, nephews or nieces whether related by marriage or blood.

Contractor shall indicate below the names and kinship between the officers and/or principal beneficiaries of the firm bidding on this solicitation and any SMART employee, officer or board member who may exercise any discretion over the letting, evaluating, awarding or administering of this solicitation and resulting contract:

PLEASE INDICATE ANY RELATIONSHIPS BELOW. **IF NONE EXIST, please submit this form filled out as "NONE EXIST".**

Name_____	Kinship_____
_____	_____
_____	_____
_____	_____

Name of Offeror: _____

Signature of Offeror's Authorized Official: _____

Name and Title of Offeror's Authorized Official: _____

Date: _____

3.12 Offeror and Subcontractor Certifications

Program Overview

In accordance with 49 C.F.R. Part 26, and as further set forth in Contract Section 6.27, "Disadvantaged Business Enterprise", as the recipient of federal funds, SMART sets an overall goal annually for DBE participation in contracts financed with federal funds.

For federally funded contracts, SMART intends to meet the overall DBE goal by setting specific DBE goals on a contract-by-contract basis. Contract goals will be based upon the actual required types of work and the availability of DBEs to perform the required types of work. Specific contract goals will be set so that they will cumulatively result in meeting the portion of SMART's overall goal that it projects it will not be able to meet through race-neutral means. Therefore, a DBE goal for a particular contract may be more or less than the annual overall DBE goal.

DBE Goal for This Contract

The Suburban Mobility Authority for Regional Transportation (SMART) has set a goal of **ZERO (0)** percent for participation of Disadvantaged Business Enterprises (DBEs) in this contract.

Application of DBE Goal to Contract Value

The DBE contract goal is applicable to the full contract value, including any contract change orders or amendments. A DBE goal is also applicable during the entire term of the contract, including any extension periods.

Requirements to Meet DBE Goal

A firm meets a DBE goal by having actual DBE participation equaling or exceeding the percentage of the contract amount specified in the goal established for the solicitation, or by providing backup documentation that good faith efforts have been made to meet the established goal for this contract.

If a proposal is submitted with DBE participation at a **lower percentage** than the goal set for the contract, then the proposal must include sufficient written documentation of the "good faith efforts" the proposer made to meet the goal. 49 C.F.R. 26.53(c) provides that SMART cannot commit to contracting with a business that has **not** provided "complete and accurate and [adequate documentation] of the proposer's good faith efforts" to meet a DBE goal. **"Good faith efforts" must be made before the Proposal Deadline.**

Definitions of DBEs and SBEs

Disadvantaged Business Enterprises (DBE) and Small Business Enterprises (SBE) are two different types of certifications. A company that qualifies may choose to become certified as both or choose to be certified as just one type of company.

Offerors can only count work completed by DBE certified firms towards any DBE participation goals set on a SMART contract. Work completed by SBEs cannot be counted towards any contracts with a DBE participation goal. The Prompt Payment clause in this contract applies to both DBE and SBE subcontracted firms. An offeror is required to pay both DBE and SBE subcontractors no later than thirty (30) days from receipt of each payment the prime contractor receives from SMART.

Small Business Enterprises (SBE): Are businesses that have been certified by a local and/or state government entity, that have met the Small Business Administration's (SBA) thresholds for being a small business. A business's qualification is determined by the company's average gross receipts or by the number of employees.

Note: To count towards the stated DBE goal, a firm must be certified as a DBE in the Michigan Unified Certification Program (MUCP). Firms certified as only a Small Business Enterprise (SBE) cannot be counted towards DBE participation.

Certified Small Business Enterprise (SBE) Certification

Indicate if your company or any of the subcontractor(s) that will be working on this contract are a certified Small Business Enterprise (SBE).

- 1) Are any of the companies you are subcontracting with a certified Small Business Enterprise? ___ Yes ___ No
- 2) If you answered "No" to question one (1), please proceed to the following page. If you answered "Yes" to question one (1), please attach a copy of the SBE certification of your company or that of the subcontracting firm(s).

Describe the responsibilities of each SBE participant. (Attach additional sheets, if necessary). Firms which have applied for certification, but have not yet completed the certification process, will not be considered after the bid is due.

Name of Offeror/Vendor: _____

SBE Vendor #1: _____ Contact: _____

Address: _____ Phone #: _____

Summary of Participation: _____

SBE Vendor #2: _____ Contact: _____

Address: _____ Phone #: _____

Summary of Participation: _____

SBE Vendor #3: _____ Contact: _____

Address: _____ Phone #: _____

Summary of Participation: _____

Payment

As set forth in Contract Sections 6.27 "Disadvantaged Business Enterprise" and 4.08 "Payment and Retainage", Contractor must ensure prompt payment for work completed by Disadvantaged Business Enterprises.

The prime contractor shall pay each DBE/SBE subcontractor under this contract for satisfactory performance of the subcontractor's portion of the contract no later than thirty (30) days from receipt of each payment the prime contractor receives from SMART. The prime contractor shall return any retainage withheld to ensure satisfactory completion of the work to each subcontractor within thirty (30) days after the DBE/SBE subcontractor achieves the specified work as verified by SMART's Project Manager. Any disputes that arise regarding the satisfactory completion of work by a

REQUIRED FORMS

DBE/SBE subcontractor shall be brought to the attention of SMART's Project Manager, who will determine if the work is satisfactory.

Any delay of payment from the above referenced time frame may occur only for good cause following written approval from SMART's Project Manager. The failure by the prime contractor to carry out the requirements of this section, without just cause, is a material breach of this contract, which may result in SMART withholding payment from the prime contractor until all delinquent payments have been made to the DBE/SBE subcontractor.

It is the responsibility of the Prime Contractor to provide SMART's DBE Compliance Coordinator with copies of invoices received from offeror's DBE/SBE subcontractor(s), along with proof of payment. Please forward all information to:

SMART

Attn: DBE Compliance Coordinator
Candice Fowler
535 Griswold Street, Suite 600
Detroit, MI 48226
Email: cfowler@smartbus.org
Phone no. 313-223-2167

Prompt Payment Certification

By signing below, the Offeror acknowledges and agrees to provide the Authority's DBE Compliance Coordinator with invoices received by the DBE/SBE subcontractor upon receipt and without delay. The Offeror must additionally provide proof of payment to the DBE Compliance Coordinator no later than thirty (30) days after the prime contractor's receipt of payment from SMART. Failure to promptly pay any DBE/SBE subcontractor(s) may affect SMART's future payments to Offeror and may affect the Offeror's ability to obtain contracts with SMART in the future.

Name of Offeror: _____

Signature of Offeror's
Authorized Official: _____

Name and Title of Offeror's
Authorized Official: _____

Date: _____

3.13 RESERVED

This section has been intentionally left blank.

3.14 RESERVED

This section has been intentionally left blank.

4.00 GENERAL CONTRACTUAL PROVISIONS

This Article contains terms and conditions of the Contract.

4.01 Contract, Contract Documents, and Conflicts

The documents (including portions of the RFP), and materials incorporated therein, listed below constitute the complete contract (referred to throughout the solicitation as the "Contract") between SMART and the Offeror. This Contract contains the entire agreement of the parties, and supersedes all prior negotiations, agreements, conversations, communications, and any other understandings with respect hereto.

The Contract consists of:

1. Amendments, if applicable
2. Best and Final Offer, if applicable
3. Addenda, if applicable
4. Introduction and Statement of Work (Article 1.0)
5. General Contractual Provisions (Article 4.0)
6. Additional Contractual Provisions (Article 6.0)
7. All other Articles and Sections of the RFP, as issued
8. Offeror Proposal

All requirements and duties of the Contract issued by SMART are independent and shall augment any other similar requirements and duties stated herein. If any direct conflict among the requirements and duties of the Contract arises, the order of precedence shall be as listed above.

Contractor shall not cause SMART to breach the Master Agreement for Public Transit Contracts between the Michigan Department of Transportation and SMART ("MDOT Master Agreement"). For any Contract utilizing funds from the Michigan Department of Transportation, the terms and conditions of the MDOT Master Agreement shall be incorporated by reference.

4.02 Amendments

Amendments to this Contract are valid only if in writing and signed by the SMART Procurement Manager and an authorized representative of Contractor. Notwithstanding, no amendments to this Contract are valid that are in violation of applicable laws, regulations, or SMART Board Policy.

4.03 Change Orders

SMART reserves the right to require alterations in, additions to and deductions from the work initially contemplated in the formation of the Contract without rendering void the Contract. All work shall be described in a written Change Order signed by the SMART Procurement Manager. Contractor shall submit a detailed technical proposal for the amended requirements within 30 days if necessary, as determined by SMART. If Contractor determines that any pricing changes will result from the Change Order, it shall be treated as a request for an amended pricing schedule and Contractor shall not proceed with the modified work until authorized by SMART. Amended pricing information shall be submitted with all backup documentation within 30 days. The proposed technical proposal and, if applicable, pricing schedule, shall be accepted or modified by negotiation. Disagreements arising under this Section that cannot be resolved by negotiation may result, at SMART's sole discretion, in a Termination for Default (See Section 4.13) of the Contract. SMART may alternatively elect, at its sole discretion, to revert to the original requirements of the Contract.

4.04 RFP and Proposal Omissions

Contractor shall have the responsibility of supplying all parts and services required to make the product complete and ready for service, even though such details may not be specifically set forth in the RFP or Proposal. If Offeror is uncertain about responsibility to supply parts or services due to perceived ambiguity within the RFP, it is the sole responsibility of the Offeror to submit Form 3.04, "Request for Clarification", or Form 3.05, "Proposal Deviation", as appropriate.

4.05 Governing Law and Parties; Venue and Disputes

This Contract and all related disputes shall be interpreted in accordance with the laws of the State of Michigan, except those which would direct the application of the laws of another jurisdiction. All disputes arising under this Contract shall be decided by arbitration if the parties mutually agree, or in a court in the State of Michigan of competent jurisdiction.

4.06 Nondiscrimination

In accordance with the Title VI of the Civil Rights Act of 1964, Section 303 of the Age Discrimination Act of 1975, section 202 of the Americans with Disabilities Act of 1990, 49 U.S.C. 5332, the Michigan Elliot-Larsen Civil Rights Act, M.C.L. 37.2101 et seq., and SMART policy, the Offeror agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, disability, height, weight, familial status, marital status, or sexual orientation. In addition, the Offeror agrees to comply with applicable Federal regulations as further set forth in Section 6.05.

4.07 Price Adjustment for Regulatory Changes

If price adjustment is required for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective after the Due Date of the Contract, the adjustment shall be negotiated between SMART and Contractor. Failure to successfully negotiate any adjustment may result, at SMART's sole discretion, in Termination for Default, Section 4.13, of the Contract.

4.08 Payment and Retainage

Subject to the terms of the Contract, SMART shall pay and Contractor shall accept the amounts set forth in the price schedule as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including but not limited to all labor and material required, overhead, expenses, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

Invoices must be submitted electronically to AccountsPayable@smartbus.org for payment.

Contractor shall pay all subcontractors performing work under this Contract within **thirty (30)** days of receipt of a proper invoice for work performed satisfactorily. Contractor shall not withhold payment due to subcontractors that is being held by SMART as retainage.

Payment Retainage – For all progress payment contracts, Contractor shall be paid ninety (90) percent of the amount earned under the Contract and pursuant to the provisions set forth herein. SMART shall retain ten (10) percent to ensure faithful performance of the Contract, which shall be due as part of SMART's final payment under the Contract. All such invoices shall clearly set forth (a) the invoice amount, (b) the amount retained for that invoice, (c) the total amount billed toward the Contract, and (d) the total amount retained by SMART against the Contract.

4.09 Cancellation of Procurement

SMART reserves the right to cancel this solicitation at any time before the Contract is fully executed, for any reason, and shall thereby incur no liability to any offeror or prospective offeror.

4.10 Indemnification

Contractor shall, to the extent permitted by law protect, indemnify and hold SMART, its Board of Directors, officers, employees and agents, and consultants, harmless from any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits, actions or proceedings, including expenses, costs, and attorneys fees, in the defense, settlement or satisfaction thereof for any injury, death, loss or damage to persons or property of any kind whatsoever arising out of or resulting from the alleged or actual negligent acts, errors, or omissions of Contractor, including its officers, employees, servants, agents, subcontractors and suppliers. At SMART's sole discretion, Contractor shall undertake at its own expense the defense of any such suit, action, or proceeding. Contractor shall promptly notify SMART of the notice or assertion of any such suit, action, or proceeding. SMART will endeavor to furnish all reasonable assistance necessary for defending any such suit, action, or proceeding, and shall be repaid all reasonable costs incurred in doing so. SMART maintains the right to select and pay for its own counsel.

4.11 Records

Contractor shall retain records, including but not limited to, all data, documents, reports, records, and supporting materials relating to the project for whichever of the following events occurs **later**:

1. Six (6) years from the termination of the Contract; 2. The resolution of any litigation or settlement of any claims arising out of this Contract; or 3. The resolution of any exception to costs and expenses taken by SMART, the U.S. Department of Transportation, Comptroller General of the United States, or the State of Michigan.

SMART or its designee may perform audits of Contractor, and, if applicable, all tiers of subcontractors, of financial information related to this Contract. Contractor agrees to make these records, including but not limited to bank statements, general ledger, payroll records, and accounts receivable ledgers, available for review in a timely manner when requested by SMART. SMART also requires annual financial statements including balance sheets, income statements, and statements of cash flows. Contractor additionally agrees to provide the FTA, Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, or any of their designees, access to any books, documents, papers, and records of Contractor which are pertinent to or relate in any way to Contractor's performance of this Contract for the purpose of making audits, excerpts, and transcriptions, or when conducting an audit and/or inspection.

In the event of a sole source Contract, single responsive offer, Contract modification, Change Order, or competitive negotiated procurement, SMART and the U.S. Department of Transportation, or their designees, shall have the right to examine all books, records, documents, and other costs and pricing data related to the Contract price. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data.

The requirements of this Section are independent and in addition to those in Section 6.03, "Access to Records and Reports".

4.12 Termination or Suspension for Convenience

SMART may terminate or suspend, at its sole discretion, this contract, in whole or in part, at any time by notice, in writing and with at least fifteen (15) days advance notice, to Contractor when it

is in SMART's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of any termination or during such suspension. Contractor shall promptly submit any termination or suspension claim to SMART to be paid to Contractor. If Contractor has any property in its possession belonging to SMART, Contractor will dispose of it in the manner SMART directs.

4.13 Termination or Suspension for Default

SMART may terminate or suspend, in its sole discretion, this Contract, in whole or in part, by written notice of default if Contractor breaches any term or condition of this Contract, fails to perform the work in any aspect required within the RFP, fails to provide any required submissions or updates to certifications required by this contract, or any of the certifications or representations relied upon by SMART in entering into this contract have changed. This right to terminate or suspend may be exercised if Contractor fails to cure all defaults listed within the notice of default within fifteen (15) days of the notice of default. The notice shall be in writing and signed by the Procurement Manager, and is effective on the date it is mailed to Contractor. SMART shall be liable only for those services authorized and rendered, and/or goods received, before the effective date of termination, subject to any damage, incurred by SMART as a result of the termination. If Contractor has any property in its possession belonging to SMART, Contractor will dispose of it in the manner SMART directs. It shall be within SMART's sole discretion whether to terminate the contract or suspend for a period of time determined by SMART to allow Contractor further opportunity to cure any default.

4.14 SMART's Right to Do Work

If the Contract is terminated or suspended for default in whole or in part, as set forth in Section 4.13, "Termination or Suspension for Default", due to poor workmanship, deficient work, or incomplete work, SMART may, without prejudice to any other remedy it may have, repair or complete said work, and may deduct the cost thereof from payment then or thereafter due to Contractor.

In such case, the Authority shall issue a Change Order deducting from payment then or thereafter due Contractor the cost of correcting such work, including compensation for labor and/or any contracted services required to make corrections. If payment then or thereafter due to Contractor is not sufficient to cover such amount, Contractor shall pay the difference to the Authority within thirty (30) days of receiving an invoice from SMART.

4.15 Confidentiality of Proposals

Access to all documents in SMART's possession is governed by the Michigan Freedom of Information Act (FOIA), M.C.L. 15.231 *et seq.* SMART will endeavor to not disclose any information it believes to be exempt under the FOIA, but does not guarantee any such non-disclosure. No deviations may be requested related to this Section.

4.16 Succession, Assignment, and Subcontracting

This Contract will be binding on the parties, their successors, and assigns, as well as all of Contractor's subcontractors of every tier. Contractor may not assign or subcontract its rights or obligations under the Contract without prior written permission of SMART. Names and addresses of all approved subcontractors must be provided to SMART and kept current throughout Contract performance.

4.17 Survivability and Severability

Contractor's obligations herein shall survive the nominal expiration of Contract obligations, and SMART may obtain any remedy under law, Contractor, or equity to enforce the obligations of Contractor that survive the manufacturing, warranty, final payment, and all other Contract periods. If any provision of this Contract is deemed unenforceable, then the remainder of this Contract shall remain enforceable to the extent permitted by law.

4.18 Waiver

The failure by SMART to require performance of any provision shall not affect SMART's right to require performance at any time thereafter, nor shall SMART's waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

4.19 Incorporation of RFP Document

Offeror's proposal shall include all terms, conditions, explanations, work, etc. in this RFP document. If the Offeror fails to return portions of the solicitation with their proposal, those portions are incorporated by reference. Offeror may only deviate from the solicitation using a properly completed Deviation Form, (See Form 3.05). Any contradictory terms, conditions, explanations, work, etc. in the Offeror's proposal not accompanied by a properly completed Deviation Form shall not be incorporated into the Contract, at the sole discretion of SMART.

4.20 Warranty

The Offeror warrants and represents that all materials, goods, services, and equipment furnished under the Contract will be new, of good quality, free from defects of material or workmanship, and in conformance with the Contract documents for a period of one (1) year from the date they are furnished and accepted by SMART hereunder. This warranty is in addition to any other warranties provided under the Contract, and any and all warranties and remedies, express or implied, as provided by law or otherwise.

4.21 Electronic Signature

The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Contract are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

5.00 REQUIRED SUBMISSIONS FOR SELECTED VENDOR(S) AFTER NOTICE OF INTENT TO AWARD

The following must be submitted by an Offeror within ten (10) business days of receipt of a Notice of Intent to Award as set forth in Section 2.12, "Notice of Intent to Award and Contract Award".

A. Insurance

The selected Offeror shall maintain such insurance as will provide indemnity for claims under the Workers' Compensation act and Employer's Liability; from claims for damages because of bodily injury, including death, to all others and from claims for damages to property - any or all of which may arise out of or result from the Vendor's operations under this contract, or from any subcontractor or anyone directly or indirectly employed by either of them.

Before starting any work for SMART, Contractor must furnish original certificates of insurance stating that it carries insurance in the following types and minimum amounts:

Comprehensive General Liability	
- Each Occurrence BI/PD	\$1,000,000
- Personal and Adv. Injury	\$1,000,000
- General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Automobile Liability	\$1,000,000 CSL
Employer's Liability	\$500,000
Workers' Compensation	Statutory Limits

Certificates must set forth the amounts of coverage, policy number, and expiration date, and must name SMART as an additional insured, and must provide for thirty (30) days advance written notice of cancellation or reduction in coverage. Coverage must be primary and non-contributory and provide a waiver of subrogation in favor of SMART. If Contractor is self-insured, a certificate from the appropriate State agency must be furnished by such agency to SMART. If during the term of the Contract, the insurance certificate or any required coverage expires or is otherwise modified, Contractor is responsible for providing renewed certificates. The purchase of insurance shall not be a satisfaction of Contractor's indemnification requirements to SMART.

B. Other Required Submissions, if applicable



No others are required.



Other submissions are required as follows: _____

6.00 ADDITIONAL CONTRACTUAL PROVISIONS

This Article contains additional terms and conditions of the Contract that are required by the Federal Transit Administration (FTA). No deviations may be made from this Article.

6.01 No Government Obligation to Third Parties

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

(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.

6.02 Program Fraud & False or Fraudulent Statements & Related Acts

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, 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.

(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 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5323(l) on Contractor, to the extent the Federal Government deems appropriate.

(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.

6.03 Access to Records and Reports

In accordance with 49 U.S.C. 5325(g) and 49 C.F.R. 633.17, Contractor agrees to provide SMART, the FTA Administrator or their authorized representatives, and any person providing project management oversight to any of them, access to Contractor's records (including such records and information the Contractor may regard as confidential or proprietary) and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(3), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor shall comply with the record retention requirements of 49 C.F.R. 200.334, and further

agrees to maintain, and require all subcontractors of all tiers to retain, all books, data, records, reports, statistics, sub-agreements, arrangements, accounts and reports, other third-party agreements of any type, and supporting materials pertaining to 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 Contractor agrees to maintain same until SMART, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

6.04 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 the Master Agreement between SMART 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.

6.05 Civil Rights Requirements

The following requirements apply to the underlying contract:

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit laws at 49 U.S.C. 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Religion, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e et seq., and Federal transit laws at 49 U.S.C. 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. In addition, Contractor agrees to comply with any implementing requirements the FTA may issue.

(b) Age – In accordance with the Age Discrimination in Employment Act, 29 U.S.C. 621 et seq. , U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, and Federal transit law at 49 U.S.C. 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements the FTA may issue.

(c) **Disabilities** – In accordance with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12101 et seq., the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., and Federal transit law at 49 U.S.C. 5332, and 29 C.F.R. Part 1630,. 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.

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

6.06 Incorporation of Federal Transit Administration 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 4220.1G or its current revision, to the extent it is consistent with the most recent laws and regulations, 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. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (SMART) requests which would cause (SMART) to be in violation of the FTA terms and conditions.

6.07 Energy Conservation Requirements

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, 42 U.S.C. 6321 *et seq.*

6.08 Distracted Driving and Seat Belt Use

A. Seat Belt Use. Contractor agrees to comply with Executive Order No. 13043, "Increasing Seat Belt Use in the United States, April 16, 1997, 23 U.S.C. 402 note (62 Fed Reg. 19217) by adopting and promoting 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; and (2) including a "seat belt use" provision in each third-party agreement related to this Agreement.

B. Distracted Driving, Including Text Messaging While Driving. Contractor agrees to implement Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving by: (1) adopting and enforcing workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Contract or when performing any work for or on behalf of this Contract; (2) conducting workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving. (3) including the preceding "Distracted Driving, Including Text Messaging While Driving" provisions in each third-party agreement related to this Contract.

6.09 Prohibition on certain Telecommunications and Video Surveillance Services or Equipment.

Contractor shall comply with the prohibitions against the contracting for, procurement or obtaining of items described in Pub. L. 115-232, 2 C.F.R. 200.216(a)(3). Loan and grant funds may not be expended on covered telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

6.10 Privacy Act

(1) Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by the FTA.

6.11 Government-Wide Debarment and Suspension

This Contract is a covered transaction for purposes of 2 C.F.R. Part 200, 180, and 1200. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 2 C.F.R. Part 180, or affiliates, as defined at 2 C.F.R. Part 180, are excluded or disqualified as defined at 2 C.F.R. Part 180.

Contractor is required to comply with 2 C.F.R. Part 180, subpart C and must include the requirement to comply with 2 C.F.R. Part 180, subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, Contractor certifies as follows:

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

6.12 RESERVED

6.13 Notification of Disputes Affecting Federal Government Interests.

(1) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving this Agreement (and any amendments thereto) including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(2) Notification to FTA or DOT Inspector General. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify SMART, as well as either the FTA Chief Counsel or the FTA Region 5 Counsel.

- (a) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation naming of the Federal Government as a party, or a legal disagreement in any forum for any reason.
 - (b) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in this Agreement (and any amendments thereto), or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - (c) If Contractor has credible evidence that a principal, official, employee, agent, or third party participant of the Contractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the Contractor must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or the FTA Region 5 Counsel.
- (3) Flow Down Provision. Contractor shall include a similar notification requirement in its agreements with third parties and subcontractors and must require each third-party participant in the contract to include an equivalent provision in its subagreements at every tier.
- (4) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party as a result of the resolution of the dispute, based on the percentage of the federal share of the funding for the underlying agreement.

6.14 Lobbying

Contractor acknowledges the restrictions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, and 2 U.S.C. 1601. Contractor shall, in addition to providing the certification at Section 3.10, require certifications in the form of Section 3.10 from all subcontractors and offerors for bids at any tier, and provide same to SMART.

6.15 Clean Air

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401. Contractor agrees to report each violation to SMART and understands and agrees that SMART 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.

6.16 Clean Water Requirements

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to SMART and understands and agrees that the

SMART will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- B. Contractor also agrees to include the requirements of Section 6.07(A) above in each subcontract exceeding \$150,000.

6.17 RESERVED

6.18 Fly America Requirements

Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

6.19 RESERVED

6.20 RESERVED

6.21 RESERVED

6.22 RESERVED

6.23 RESERVED

6.24 RESERVED

6.25 RESERVED

6.26 Patent and Rights in Data, Inventions, and Copyrights

A. Rights in Data – These following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

CONTRACTUAL PROVISIONS

(2) The following restrictions apply to all subject data first produced in the performance of the Contract to which this Attachment has been added:

(a) Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of the FTA, until such time as the FTA may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 2 C.F.R. 200.315, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes" means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party:

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by the FTA.

(c) When the FTA awards Federal assistance for experimental, developmental, or research work, it is the FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless the FTA determines otherwise, Purchaser and Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit the FTA to make available to the public, either the FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

CONTRACTUAL PROVISIONS

- (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
- (g) Unless the FTA determines otherwise, Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the FTA.
- (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and Contractor agree to take the necessary actions to provide, through the FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- (4) Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the FTA.

B. Patent Rights – These following requirements apply to each contract involving experimental, developmental, or research work:

- (1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the FTA is ultimately notified.
- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and Contractor agree to take the necessary actions to provide, through the FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- (3) Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the FTA.

6.27 Disadvantaged Business Enterprise (DBE)

- A. This Contract is subject to the requirements of 49 C.F.R. 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%.

CONTRACTUAL PROVISIONS

- B. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 and any amendments thereto 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 SMART deems appropriate, including the withholding of monthly progress payments, and/or disqualification of Contractor from future bidding as non-responsible. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph.
- C. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 C.F.R. 26.53. If applicable, award of this Contract is conditioned on submission of the following:
 - 1. The names and addresses of DBE firms that will participate in this Contract;
 - 2. A description of the work each DBE will perform (to count toward a DBE goal, a DBE firm must be certified in an NAICS code applicable to the work performed on the contract);
 - 3. The dollar amount of the participation of each DBE firm participating;
 - 4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 - 5. Written confirmation from the DBE that it is participating in the Contract as provided in the prime contractor's commitment; and
 - 6. If the contract goal is not met, evidence of good faith efforts to do so, including copies of each DBE and non-DBE subcontractor quote submitted when an non-DBE subcontractor was selected over a DBE for work on the contract.

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- D. 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 SMART. In addition, Contractor may not hold retainage from its subcontractors.
- E. Contractor must promptly notify SMART 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 prior written consent of SMART.

6.28 RESERVED

6.29 RESERVED

6.30 RESERVED

6.31 RESERVED

6.32 Human Trafficking Statement

Contractor agrees that it and its employees that participate in the Contract may not engage in severe forms of trafficking in persons during the period of time that the Contract is in effect, may not procure a sex act during the period of time that the Contract is in effect, or use forced labor in the performance of the Contract or Subcontracts thereunder.