

SALEM AREA MASS TRANSIT DISTRICT**REQUEST FOR PROPOSAL NO. 26-006****DESCRIPTION OF PROJECT**

The Salem Area Mass Transit District (SAMTD) seeks a website designer to provide the services as described in Section 2 of this Request for Proposals (RFP).

SAMTD utilizes the State of Oregon's e-procurement system OregonBuys. Proposers are asked to register online at <https://oregonbuys.gov/bsi/view/login/login.xhtml>. In the event solicitation addenda are issued **only registered Proposers** will be notified via email of the availability of addenda for download. **Acknowledgement of addenda will be required for proposals to be considered responsive.**

All communications, including any requests for clarification, additional information, questions about the scope of work, final contract or anything else concerning this RFP **must** be addressed in writing to the Procurement Department procurement@cherriots.org. Failure to follow this requirement may result in SAMTD determining the proposal to be non-responsive.

Proposers are advised that this project is funded by the Federal Transportation Administration. As such, all Federal rules and regulations will apply to the procurement and final contract. SAMTD is limited in its ability to approve any deviations to the contract terms outlined in Appendices A through C.

SALEM AREA MASS TRANSIT DISTRICT

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Procurement & Contracts Department

Procurement Issue Date:

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Appendix A – General Terms and Conditions

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Included as a single separate file

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Included as a separate Excel file

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Part 1 – Introduction to Cherriots

SALEM AREA MASS TRANSIT DISTRICT (“SAMTD” or “Cherriots”) is a public transportation agency operating fixed-route transit and paratransit service within the urban growth boundary of Salem and Keizer, and regional express service between communities in Marion, Polk, and Linn counties. Other SAMTD services include Cherriots Shop and Ride, travel training and rideshare (Cherriots Commuter Options) information including carpool and vanpool matching.

SAMTD operates 68 Cherriots local buses, 36 Cherriots LIFT (paratransit service), 14 Cherriots Regional express buses and 3 Cherriots Shop and Ride buses (shopper shuttle and dial-a-ride). In addition, Cherriots Route 1X is a commuter service that connects Salem with Wilsonville and the Portland Metro area to the North. SAMTD also manages ride share services called Cherriots Commuter Options.

SAMTD Locations:

Administrative Offices

The Cherriots General Manager, Communication, Finance, and Human Resources departments are located at:
555 Court St NE, Suite 5230, Salem, OR 97301.

Operations, Contracted Services, and Maintenance

The Transportation, Maintenance, and Planning and Development Departments are located at the Del Webb Operations Headquarters. The Del Webb facility also includes the parking area for buses not in service:
3140 Del Webb Ave NE, Salem, OR 97301.

Keizer Transit Center

5860 Keizer Station Blvd., N.E.
Keizer, OR 97303

Additional information about SAMTD can be found at www.cherriots.org

SAMTD is soliciting proposals from qualified website designers with hosting capabilities.

Proposers are required to adhere to the terms and conditions of the solicitation packet. SAMTD may choose to not negotiate any aspect of the required service or Contract once the Notice of Intent to Award is issued. SAMTD will not make any concessions for Proposers who are not completely familiar with the scope or Contract requirements.

All submittals become the property of SAMTD and are subject to public disclosure after award.

Equal Opportunity: Small, race, veteran, and Disadvantaged Business Enterprises (DBE), as defined by 49 CFR Part 26, are encouraged to submit Proposals in response to this solicitation. SAMTD ensures non-discrimination in the award and administration of all Contracts, creates a level playing field where businesses can compete fairly and removes barriers to participation in our contracts.

End of Part 1 - Introduction

Part 2 – Scope of Work

2.A Introduction & Background

SAMTD seeks to partner with a capable, innovative web developer to create a user-friendly, customer focused, visually appealing, hosted website which meets SAMTD brand standards using leading edge, but trusted and tested web building technology. The successful Proposer's responsibilities include, but are not limited to: Migration of the current website information, design of a new website, provide SAMTD staff and website administrator training, conduct testing, manage the final implementation, and provide ongoing maintenance. The platform shall be non-proprietary and hosted by the selected Proposer.

These bullet requirements are further defined below in Section 2.B.

- Intentionally designed accessible functionality
- Mobile device users may easily navigate the site
- Accessible to individuals with disabilities
- Multiple language options
- Adoptable by individuals with a wide range of comfort with technology

2.A.1 Contract Structure, Timeline, and Fiscal Constraints

To ensure agency efficiency, a smooth deployment, and long-term stability, SAMTD requires this contract to be executed over a five (5) year initial term, with up to three (3) additional one-year options for a maximum total length of eight (8) years. Performance under this contract is divided into two distinct sequential phases:

- Phase I: Redesign & Launch Phase (Year 1 Target):** SAMTD's target expectation is for the core website discovery, design, development, content migration, testing, and public deployment to be completed within the first twelve (12) months of contract execution. However, to ensure a high-quality product, a flexible launch window may be permitted based on the approved project schedule. SAMTD reserves the right to review, negotiate, and approve an extended launch window during contract negotiations. Pricing for Phase I must remain firm and fixed regardless of the final launch month.
- Phase II: Service & Maintenance Phase (Years 2–5):** Formal transition into the ongoing service, hosting, licensing, and technical maintenance phase will trigger immediately upon successful public launch and written acceptance of the website by SAMTD. This phase covers the remainder of the initial five-year contract term and any exercised option years under a fixed annual maintenance fee.
 - **In-Scope Maintenance:** This fee fully covers standard, routine operations including server hosting administration, security patch installations, CMS software upgrades, plugin updates, resolving broken links or layouts, repairing existing API connections, and providing technical troubleshooting for existing features.
 - **Out-of-Scope Significant Changes:** Any significant post-launch changes or major feature additions fall outside this standard agreement and will be treated as independent projects requiring a separate scope of work, timeline, and budget review. Examples of significant changes include major functional additions (such as a custom online transit-fare webstore,

public survey portals, or AI chatbots), new third-party core integrations (such as swapping to a net-new CAD/AVL vehicle tracking vendor), agency-wide structural or aesthetic rebranding overhauls, and custom application development requiring entirely new code architecture.

- c) **Fiscal Appropriations Clause:** All obligations of SAMTD under this multi-year contract—including the Phase I implementation and the Phase II ongoing support and maintenance—are expressly subject to the availability and annual appropriation of fiscal funds by the SAMTD Board of Directors. In the event that funding is not appropriated or is reduced for any subsequent fiscal year, SAMTD reserves the right to terminate this contract or reduce the scope of Phase II services without penalty or further liability.
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2.B Scope Of Work – Development Guidelines

Development of an updated and more robust website for Salem Area Mass Transit District (SAMTD) will include migration of SAMTD current information, design of an architecturally sound, user-centric website with a responsive design, and SAMTD staff training that includes, but is not limited to, train the trainer, webpage development, editing, and archiving to meet the needs of a public transportation agency. The key project goal is a functional website that is intentionally designed to be accessible and easy to navigate by:

- Mobile device users,
- PC and Mac user's,
- People with disabilities,
- Users who speak languages other than English, and
- Users that span a wide range of comfort levels with technology.

SAMTD requires the Proposer to perform regular back-end maintenance to the website on an as needed basis with a 24-hour post-launch service agreement. SAMTD requires the Proposer to provide support service for front-end users' post-launch. The Proposer will Provide an uptime of 99.9%, not including maintenance windows.

The Proposer will work with SAMTD's Chief Planning and Development Officer, Project Management Office (PMO) Representatives, Marketing and Communications staff, and IT Manager designated to provide updates on the progress of project and associated deliverables.

The final website will include the following:

2.B.1 Intentional Design

- a) It is clear how webpages are connected as part of a hierarchy of information, outlined in an easy to navigate sitemap.

- b) Design of Primary, Secondary and Tertiary Pages including wireframes and schematic representations, are edited as SAMTD feedback is provided.
- c) Web Content Accessibility Guidelines (WCAG) 2.2 AA are incorporated into the early planning stages of website development and throughout the process.
- d) A custom theme, or pre-made but customizable theme is developed or selected by SAMTD. The theme will support a variety of functions such as for the Home, Route, System map, News release feed, Calendar, Blog, and Service Alert pages.

2.B.2 User Friendly

- a) It is clear how webpages are connected as part of a hierarchy of information, outlined in an easy to navigate sitemap.
- b) Important navigational elements are consistent, intuitive, and predictable.
- c) The number/level of clicks to find important information is kept to the lowest number feasible.
- d) The user experience is consistent on desktop, tablet, and mobile devices.

2.B.3 Visually Appealing

- a) Incorporates a mix of text, multimedia content and other graphics.
- b) Color is used strategically and has adequate contrast for readability and ADA compliance.
- c) Plug-ins or other tools, such as Google Translate, are available to users to translate into other languages.

2.B.4 Accessible

- a) The design shall incorporate a judicious blend of text, multimedia content, and other graphics.
- b) Color selection and application must be strategic, ensuring adequate contrast for optimal readability and full compliance with ADA accessibility standards.
- c) Users must have access to plug-ins or other necessary tools, such as Google Translate, to facilitate translation into various other languages.
- d) Users have the option to control settings such as large print with reflow, high contrast, stop animations, and audio control.
- e) Plug-ins or other tools, such as Google Translate, are available to users to translate into other languages.

2.B.5 Performance & Reliability

- a) Webpages are optimized to load in 3 seconds or less so that users with slower data connections are not disadvantaged.
- b) Regular maintenance is planned in advance, during off-peak hours, and for brief periods of time by the Proposer. The expectation is that the consultant will maintain the back-end hosting and maintenance of the new website after the project. SAMTD staff would continue to own the front-end of the website editing content as needed. The length of that initial contract may depend on cost.

2.B.6 Compliance

- a) Website must enable SAMTD staff to follow federal and State of Oregon laws and regulations for the posting of SAMTD Board of Directors communications (minutes and agendas), Freedom of Information Act (FOIA) information, Title VI information, Disadvantaged Business Enterprise (DBE) information and other information that may be required in the future by having a location available for those postings.
- b) The website must enable SAMTD staff to comply with federal and State of Oregon laws and regulations for posting of all financial reports and information by having a location available for those postings.
- c) The website must be in full compliance with the Americans with Disabilities Act (ADA) standards, Information and Communication Technology (ICT) Accessibility 508 Standards and 255 Guidelines, conforming to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.2. The Proposer will provide SAMTD a report detailing how the new website design meets these standards.
- d) Users will be notified when following external links to third-party content.

2.B.7 API Integration

- a) The website is connected to Google Analytics, Google Search Console, Google Ads, Meta Business Suite Pixel, and Microsoft Clarity for data tracking and analysis.
- b) Goals, events, and custom reports are defined and set up before implementation.
- c) The website is tagged and connected correctly for integrations to external platforms including but not limited to those listed in bullet a) of this section.
- d) The website is connected to social media to share feeds.
- e) The website is connected to tools pending implementation (SMS Alerts, archiving, Email marketing).

- f) The website is connected to GTFS data and integrates with current industry standard map tools (TransitApp, Google Maps, etc.) for interactive user experiences.
- g) The website is connected to SAMTD's Avail CAD/AVL system for vehicle locations and status.

2.B.8 Technically Sound

- a) Technical and vital elements are able to be modified only by users with certain permissions. These elements will be identified by SAMTD staff.
- b) While being edited, the pages will have an easily distinguishable 'check in/check out' status.
- c) Proposer will integrate Search Engine Optimization (SEO) best practices throughout the redesign to preserve and improve organic traffic. This should include:
 - Conducting pre-launch SEO audit (technical, content, backlink analysis, keyword mapping) with GA4/Search Console baselines.
 - Developing 301 redirect plan for all URL changes and site architecture/URL mapping to preserve rankings.
 - Optimizing on-page elements (titles, meta descriptions, H-tags, alt text, schema for routes/services) and Core Web Vitals.
- d) The metadata is defined for, at a minimum, top level pages (title tag, meta description tag, header tags, alt text).
- e) Canonical tags are applied to primary pages.
- f) The Proposer will use a content management system that automatically generates a XML site map and submits it to major search engines, including but not limited to Google and Bing.
- g) Map integrations are tested to ensure service updates posted to GTFS feeds are accurately reflected.

2.B.9 Information Technology Requirements

- a) SSL Encryption will be enforced on internet traffic.
- b) Proposer owned backend will be encrypted in transit and at rest.
- c) A single tenant environment is desired.
- d) Able to validate user identity for use in website configuration changes
- e) Able to monitor traffic surges.
- f) Able to validate site software is kept up to date and secure.

- g) Intrusion Prevention Service capable and regular scans for website security weakness.
- h) Multi-Factor Authentication for backend access to the site.
- i) SSO support through Google Enterprise.
- j) The Proposer will ensure regular protected/separate backups of the site. These backups will occur daily for the first 30 days. After the first 30 days, the Proposer will maintain a regular 6-month back up database that updates monthly. Once 6-months of the backup data is stored, the oldest month will be replaced with the newest month on a recurring basis with daily backups for the first 30 days and then ongoing rolling 6-month backups thereafter. SAMTD aims to perpetually have 6 months of backup data available after the first monthly backups for each of the next 6 months. SAMTD also requires the ability to request or initiate ad-hoc backups when needed.
- k) All primary and backup data must reside on the Proposer's servers located within the continental United States.
- l) Back-end dashboard interface provides reports on the following:
 - month to month comparisons of page views and visitors,
 - average time spent by users on website,
 - average number of pages visited per user session,
 - number of webpages edited this month,
 - number of webpages in draft,
 - number of webpages that need approval,
 - recently published activity and general site health stats,
 - provide for initial and ongoing site vulnerability assessments on a quarterly basis.

2.B.10 Testing

The Proposer will provide a series of quality assurance and functionality tests for the website before the public website launch. These tests must be performed on both the back-end and front-end of the website and across all device platforms and screen sizes to ensure responsible design is functional for all internal and external users.

- a) To guarantee a complete and operational end product, SAMTD personnel will evaluate the integration of the trip planning tools during the build-out phase and provide necessary input and ensure the final product is fully functional.
- b) SAMTD staff will test the CMS components during conditional acceptance testing to offer feedback and ensure the final product is fully functional.

2.C Scope of Work-Design Features

2.C.1 Design & User Interface Functions

- a) The website will have a modern and compelling user interface to engage users and effectively find information they need regarding SAMTD services. Some desired features include:
 - Expandable/accordion style text boxes.
 - Navigational functions, such as expandable menus, sidebar menus, breadcrumbs, and footer menus.
 - Use design templates that are flexible and allow the ability for SAMTD Administrative staff to create new templates.
- b) Display Dynamic bus route tables based on public GTFS feed URL
- c) Through the information provided via the Avail CAD/AVL system, provide directional arrows for real time bus information on the interactive maps.
 - Real time information lists by route/stop or address/landmarks.
 - Real time arrivals for bus routes are shown and provided for every bus stop in the Cherriots Local and Cherriots Regional networks.
 - Alert symbols that signify Alert, Advisory, and Detour with different graphics and colors.
 - Service Alert pages integrated with SAMTD's Avail service planning software via API.
 - Ability for users to subscribe to service alerts and notifications (email or mobile).
 - Time tables for routes using GTFS data, where the data is updated multiple times a year.
 - Real Time tracking of bus locations using GTFS-RT feed information.
- d) The new website will allow SAMTD marketing staff to include internal photos on webpages.
- e) Include reusable templates for service disruptions and major announcements that maintain consistent SAMTD branding and support rapid publishing without back-end development to push out.

2.C.2 Development

- a) Migrate all existing website data to the new platform. SAMTD staff will provide assistance with any data cleansing required.
- b) Provide or implement a high-quality web-based Content Management System (CMS) with an Application Programming Interface (API) feed such as WordPress that has been widely and reliably used and meets the security needs of SAMTD (found in section 2.B.9 Information Technology Requirements) while not being a proprietary system. The CMS will make it easy for front end users to update and maintain website content on a regular basis.
 - Permission hierarchy for Administrator(s) will have a permission hierarchy to edit vs create new page templates or modify existing ones.
- c) Proposer will ensure users have access to search functionalities within the new website.

- d) The website will have the ability to allow form submissions with customizable box functions.
- e) Provide the capability to embed content hosted on other sites, such as YouTube, TikTok, Instagram, and Facebook.
- f) The website will have its own news feed with ability to post, and schedule the posting of news releases at a frequency up to multiple times per day, set various categories, and attach different media types.
- g) SAMTD also desires a Blog feature or page with the ability to:
 - post and schedule blogs with multimedia content, set various categories, and capability for users to subscribe to updates.
 - integrate with any email marketing service to automatically post content email campaigns to the blog.
- h) Administration capabilities will include an internal system for clearing and managing the cache for the site.
- i) **OPTIONAL:** Development of an SAMTD internal secured site (employee portal), which may be quoted at an additional cost.
- j) Calendar capabilities to make events recurring and attach items to events such as agenda and presentation files.
- k) File library database with ability to link and embed files from cloud storage locations including, but not limited to, Google Drive.

2.C.3 Analytics

- a) The website needs to have the capability to connect to Google Analytics in order to monitor performance and reliability
- b) Each page and post on the website must have Google Analytics tracking codes.
- c) Allow for reporting and tracking per 2.B.9 L

2.C.4 Implementation

- a) Soft launch option two (2) months prior to public/full launch with a comprehensive testing phase.

2.C.5 Support

- a) The Proposer will be responsible for website upgrade project management.
- b) The Proposer will provide SAMTD two (2) Administrative training sessions for administrative staff pre- public/full launch. Proposals should outline the cost of holding all training sessions in-person and all sessions virtual.

2.C.6 User Experience/Service Maps and Route Schedule

- a) Interactive Maps with real-time route schedule information. Interactive system map with ability to select/deselect routes and/or stops.
- b) Riders will have offline access to maps and schedules.
- c) Use of various non-google mapping tools including Map box, OpenStreetMap, Leavelet, TomTom and Microsoft.

2.C.7 Trip Planner

- a) Real-time trip planning with walking, transit, and other available service directions.
- b) Ability to see service alerts for routes and stops in the trip planner. Trip plans shall reflect route cancellations and stop closures.
- c) Ability to specify origin and destination, as well as current location.
- d) Users can view Recently Visited Schedules for routes they have viewed.

2.C.8 Project Deliverables/Communication

The selected Proposer shall communicate with the SAMTD Project Advisor throughout the project, except as otherwise explicitly stated in this RFP or any attached exhibits.

2.D Project Management

The Proposer's Project Manager (PM) shall be responsible for managing the level of effort associated with this Scope of Work. The Proposer will designate one person to serve as their Project Manager/Point of Contact. The PM will provide SAMTD PMO with a complete and detailed project plan, which describes the tasks, activities, milestones, and timelines associated with this project. The Project Manager will work with SAMTD's internal Project Advisor, PMO Representatives, and other designated staff members to provide updates on the progress of deliverables for the project. In addition, the Project Manager will record and report on project progress in the form of bi-weekly reports submitted to the SAMTD project team. The Project Manager will collaborate with SAMTD to update a risks/issues log that is maintained by SAMTD staff.

To ensure quality throughout the implementation, the work will include, at a minimum, the following deliverables. Each deliverable will be the responsibility of the Proposer's PM and will be formally presented for review and sign off:

- a) **Project Plan** – Detailed listing of tasks for the entire project that includes the following for each task: due date, responsibility, and predecessors. Tasks to itemize on the project plan will include all implementation activity, deadlines, milestones, sign offs, review periods, and deliverables. Work product that identifies both the business process decisions as well as system configuration decisions for each in-scope business process and system feature. System design documentation will be organized by

business process and contain recommendations and detailed process and system documentation.

- b) **Testing Plan(s)** – Test plan strategy should include test scripts based on functional requirements, technical requirements, and system design documentation, code testing approach, tools, and reports, UAT procedure, and the Go-live plan.
- c) **Training Documentation** – Complete system manual detailing how to use the configured system. Proposers should propose services to train one primary SAMTD employee to train the end-users on how to use the software and operate within new business processes, as necessary.

2.D.1 Supplemental Agreements

Any and all supplemental agreements (Hosting and Support, Service Level Agreement, licensing, User, etc.), associated with the project, solution or products to be proposed with terms and or conditions in that conflict with SAMTD's Contract, must be identified, and submitted as specific questions during the Question/Answer period for review, consideration and response by SAMTD. In the event Proposer neglects to identify and submit questions regarding terms and conditions of supplemental agreement in conflict with SAMTD terms and conditions during this period, the Proposer considers all supplemental agreement terms and conditions in compliance with SAMTD Terms and Conditions (Appendix A & B). SAMTD reserves the right to negotiate any supplemental agreements as part of the Contract award.

2.D.2 Quality Assurance

The Proposer shall identify what specific testing requirements the project will require in the form of a test plan that specifically identifies resources needed, schedule, and test workflows. The Proposer will be responsible for conducting product security, immunity, and load testing prior to delivery. Representatives of the project team will have the option to witness the test results and the summary reports will be made available. Testing should be performed for the production code as delivered. Documentation of the test results and any corrective actions should also be provided with each code release.

2.D.3 Comprehensive Website Development Project - Product/Service/System Acceptance:

The project team will use the following definitions for evaluating a selected solution delivery for purpose of system acceptance in the resulting Contract in relation to the key dates in the project schedule noted above:

- a) "Conditional Acceptance" will occur at or prior to go-live. SAMTD will require up to sixty (60) days to test the system ("pre-live testing") before going live. This will occur using a test environment on a separate server from the live website.
- b) SAMTD will have a 60-day period after Conditional Acceptance to "live test" the system. Live testing is SAMTD's opportunity to verify that the system complies with the functional requirements and any other written

specifications delivered by SAMTD to the Proposer during the course of the project.

- c) If after the live testing, the system performs in accordance with the system specifications (including the design document and functional requirements), and all services identified in the Statement of Work are completed, SAMTD will issue “Final Acceptance.”

2.D.4 Proposer Performance Reviews

SAMTD may, at its sole option, conduct a performance review while the Contract is in effect¹. These reviews may be completed by SAMTD’s Project Advisor and other internal stakeholders. Any completed evaluation form will be shared with the Proposer and become a permanent part of the Contract administration file. The results of these evaluations, if any, will be considered for Contract extensions, price adjustments, and in the evaluation of any future applications to SAMTD solicitations for services.

- a) **Communication**

Communicates regularly and openly with staff assigned to projects. This can be done face to face, via phone conferences, one-to-one, or group meetings. Project Managers are visible and available when needed. Answers emails and phone calls in a timely manner. Provides timely follow through. Verbal and written communication is concise and easy to understand for individuals not on the project teams.

- b) **Quality and Timeliness of Deliverables**

Completed reports accurately represent deliverables outlined in 2.C above, follows contract requirements, and meets or exceeds proposed deadlines as applicable. Deliveries are timely and meet SAMTD’s specifications. The Proposer has a quality assurance process in place to reduce errors and ensure accuracy of information.

- c) **Interpersonal Skills with SAMTD Staff**

Effectively coordinates and cooperates with SAMTD staff on scope performance and required deliverables. Actively engages stakeholders in scope performance and contract administration. Collaborates with all stakeholders and is conscious of how workflows intersect. Respectful of SAMTD culture, mission, vision, and values. Seeks feedback to improve relationships and improve stakeholder commitment towards quality deliverables.

- d) **Vendor/Proposer Interaction and Relationships**

Is courteous with all stakeholders and mindful of existing and future relationships between vendor & SAMTD. Cooperates with vendors while being mindful of SAMTD’s requirements. Assertive with SAMTD’s needs and requirements while being respectful. Represents SAMTD appropriately at meetings and discussions.

¹ 2 CFR 200.301, 2 CFR Part 200.318 (b),

2.E Intellectual Property and Source Code Ownership

a) Ownership of Work Product

Upon full payment of fees due, all deliverables, custom source code, website designs, graphics, documentation, and digital assets created under this project will become the sole and exclusive property of SAMTD. The selected vendor retains no rights to the custom work product created specifically for this project.

b) Open-Source and Third-Party Components

Any third-party or open-source software, plugins, or libraries integrated into the website must be explicitly disclosed in the vendor's proposal. SAMTD must be granted perpetual, royalty-free, non-exclusive licenses to use any proprietary vendor tools required to run the website.

c) Code Escrow and Business Continuity

In the event of vendor dissolution, bankruptcy, cessation of business operations, or material breach of contract, all rights, titles, and interests in the website's source code, databases, and operational documentation will immediately transfer to SAMTD..

To ensure business continuity without disrupting vendor operational management, the vendor must:

- **Provide Regular Backups:** Deliver a complete, independent copy of the website's custom source code and full database to [Your Company Name] upon project completion and immediately following any subsequent major updates or deployments.

2.F Out of Scope and Future Adjustments

a) **Standard Maintenance Boundaries:** Routine, standard maintenance and support activities (including but not limited to server hosting, security patches, minor text/image updates, broken link fixes, and plugin updates) shall be fully captured and covered under the fixed-fee Phase II Maintenance Agreement.

b) **Significant Post-Launch Changes:** Any significant changes, major feature additions, completely new functional modules, or architectural redesigns requested by SAMTD after the formal public website launch are considered outside the scope of the standard maintenance agreement. Such requests will be treated as a separate, independent project. When the need arises, SAMTD may request a separate scope of work and price quote from the Contractor, or issue a new solicitation, subject to the availability and allocation of future funding.

Part 3 – Submission Guidelines

3.A Procurement Schedule

Dates preceded by an asterisk (*) are estimated dates and provided for information only. Estimated dates may change after proposal submission and not be part of any addenda.

Procurement Request Released	Update when posted on Oregon Buys
Pre-Proposal Conference 7/14/2026	To join virtually: https://meet.google.com/rnq-psyd-htd?authuser=0 To join via phone: (US) +1 510-937-0087 Pin: 613 813 361#
Clarification Deadline	7/17/2026 No later than 5:00 PM PST
*SAMTD Clarification Response	7/24/2026 3:00 PM PST
Submissions Due	9/1/2026 No later than 5:00 PM PST
*Interviews/Demonstrations	Week of 9/7/26
*Notice of Intent to Award	9/14/26
*Estimated Award Date	Board meeting 9/25/2026

SAMTD reserves the right to modify the Procurement Schedule through written addenda.

Submissions are not reviewed or considered after the due date has passed. SAMTD reserves the right to award a contract without a Best and Final Offer. Issuance of a Notice of Intent to Award is not a substitute for a Contract and can be revoked.

SAMTD may invite the top firms (competitive range) for a semifinal interview/presentation. SAMTD provides requirements for the interview when the interview is scheduled. SAMTD will not be responsible for any costs for preparing submissions, attending a pre-proposal conference, or participating in interviews including but not limited to travel expenses, preparation costs, or materials.

3.B Pre-Proposal Conference

A pre-proposal conference will be held virtually via Google Meet at the date and time provided in the Procurement Schedule. Interested proposers are encouraged to attend as a means of gaining clarity for the requested scope of work and ensuing contract.

To join virtually: <https://meet.google.com/rnq-psyd-htd?authuser=0>

To join via phone: (US) +1 510-937-0087 Pin: 613 813 361#

3.C Proposal Guidelines

- a) The proposer should fully inform themselves of the conditions, requirements, and specifications before submitting a Proposal. The submission of a Proposal constitutes Proposer's acceptance of the terms and conditions of this solicitation request, including the underlying Contract terms and conditions which are set out herein.
- b) The Proposer is responsible for all costs related to the preparation of the Proposal, demonstrations or interviews. Any costs associated with the project not specifically set forth in this Request for Proposal will be the responsibility of the Proposer and will be deemed included in the fees and charges proposed.
- c) SAMTD reserves the right to:
 - Award to one or more vendors at SAMTD's sole option
 - Accept or reject any or all Proposals and their Proposers
 - Reject this solicitation and issue a new one for any reason
 - Waive deviations from the requirements
 - Waive any informality or minor irregularity in Proposals received
 - Issue changes to the solicitation in the form of written addenda
 - Request additional information to fully evaluate a Proposal
- d) A Proposal may be rejected when:
 - It is late
 - The Proposer fails to meet the minimum qualifications listed in Part 3.D
 - The Proposer is determined to be not responsible as described in Part 4.D
 - Any required form/exhibit is not signed
 - Vendor information, references, or any other form/exhibit is incomplete or incorrect
 - Any other reason determined to be in the best interest of the SAMTD
 - It does not meet required terms and conditions
 - The details of the Proposal have been altered
 - A Proposer fails to timely respond to a request for additional information
 - It fails to contain any of the required information
 - A conflict of interest is not properly disclosed or is deemed by SAMTD to disqualify the Proposal as provided by law
 - Proposer fails to acknowledge in writing an addenda
- e) Proposals may not be modified after opening unless requested by SAMTD. Prior to opening, Proposals may be withdrawn at any time.
- f) SAMTD may request that information be displayed differently than presented (for example, request a bundled pricing structure be itemized).
- g) Proposal pricing shall be valid for a period of 120 days from Proposal or Best and Final Offer (BAFO) deadline, if a BAFO occurs.
- h) SAMTD may request clarification or additional information, including, but not limited to, financial statements.

3.D Minimum Proposer Qualifications

At time of submission, Proposer will meet the following minimum requirements. Proposers will not substitute the experience of any subcontractors for their own.

The proposed Project Manager must have the following minimum:

- Ability to perform work remotely unless otherwise approved.
- Have a State of Oregon Secretary of State registration as well as all other required local government business license(s), registrations, and endorsements.
- Not be suspended or debarred with SAM.gov.
- Not be debarred by any Oregon contracting agency under ORS 279B.130
- Not be disqualified from bidding under ORS 279C.860
- Not in violation of any Oregon tax laws set forth at ORS chapters 118, 314, 316 - 318, 321 and 323; under ORS 320.005-320.150; under ORS 403.200-403.250; and local tax laws administered by the Oregon Department of Revenue under ORS 305.620

3.E Questions, Clarifications, Request for Deviation, Substitution or Approved Equals

Questions, clarifications, and alternates pertaining to the RFP must be submitted in writing to procurement@cherriots.org no later than the date and time listed in the Procurement Schedule above. The request shall specify the provision of the RFP in question, and, if a change is requested, contain an explanation for the requested change. Where applicable, Proposers are required to provide the value of each proposed modification and a brief explanation as to why the change is requested. SAMTD does not guarantee a response to questions submitted after this date or questions and requests that are not submitted in writing via email.

Any unapproved deviations, exceptions, substitutions, alternates, or conditions contained in a Proposal are cause for the Proposal's rejection as non-responsive.

Unauthorized contact regarding this RFP with SAMTD employees or agents may result in disqualification. Any oral communications will be considered unofficial and non-binding on SAMTD. Proposers should rely only on written statements issued by Procurement in a formal Addenda (See Part 3.L).

Do not add any SAMTD email address to company marketing email lists.

Any Proposer(s) believing a Contract term or scope requirement is unnecessarily restrictive or wishing to propose an alternative, must submit their request in writing to procurement@cherriots.org by the deadline provided in the Procurement Schedule. Requests submitted after this date, or as a proposal condition will not be reviewed or considered. SAMTD will not agree to terms or conditions to the Contract after Proposals are submitted and conditioned. Proposals may be rejected as non-responsive. Any changes or requests pertaining to the Contract must be made evident prior to the close of the procurement.

3.F Submission Packages

Proposals will be in PDF format submitted to procurement@cherriots.org no later than the due date outlined in the Procurement Schedule. It is the Proposers responsibility to ensure the submission packet is received on time by SAMTD.

SAMTD will not review submissions if the packet or Exhibits are altered in any way.

Submissions must be typed to be legible. Digital signatures are encouraged and preferred. Proposers may submit a wet signature, provided the remainder of the submission is typed.

Failure to include any of the requested information using the provided Exhibits will render the Proposal non-responsive. Marking a Proposal, or portions of the Proposal, as “confidential” or “proprietary” does not automatically exempt it from disclosure under the Oregon State Public Records Act, ORS Chapter 192.

Marketing materials, alternate and unapproved agreements, and any other information not specifically requested or required in this RFP will not be reviewed. Proposer will NOT add SAMTD to any marketing email lists.

3.G Proposal Content

All Proposals will contain the following information in addition to the Exhibits provided. In addition to all completed exhibits as outlined in Part 7 “Proposers Checklist”, Proposers will submit a technical response addressing the following. Proposers may emphasize in their narrative any areas of their proposal that they believe exceed SAMTD requirements. Proposers are advised to clearly communicate enough detail and relevant information to ensure effective evaluation by SAMTD’s Evaluation Committee.

3.H Firm Information

- a) Introduce the firm and the product being proposed. Provide feedback collected from previous customers regarding your performance. Less than favorable feedback should include steps the firm has taken to remedy any issues, or address the customer’s concerns.
- b) Provide a brief (2-page maximum) resume of key project team members including a list of Transit Website Development Projects (if any).
- c) List any contracts within the past three (3) years that the firm may have defaulted on or failed to meet contract terms. Identify any past (within the last three (3) years) or pending litigation alleging failure to perform in accordance with contractual obligations and describe present status. Explicitly state if there is no such litigation.
- d) List any projects resulting in time extensions and/or the assessment of liquidated damages against the Firm or sub-contractors during the last five (5) years. Explicitly state if there were no extensions/assessments.
- e) Identify any past (within the last three (3) years) or pending liens, claims, infractions, or citations filed or recorded by a County, State or the federal

government, or filed by subcontractors, suppliers, or materialmen. List with whom, for what, and the amount claimed. Explicitly state if none of these situations apply.

- f) Provide a list of contracts in the last five (5) years that may have terminated for reasons other than the natural expiration. Include details about why the contract terminated.
- g) Submit no more than five (5) completed relevant project experiences (within the past three (3) years) that demonstrate successful contract performance similar in size and scope as described in this RFP. Include the following for each reference (include transit or government experience):
 - Company name and full address
 - Point of contact name, title, e-mail address, and phone number
 - Contract title, number, start and completion dates
 - Provide a comprehensive project overview that includes a detailed project description, a management process, staffing plan, and a project timeline from inception to completion

Proposer is advised to inform references they will be contacted by SAMTD.

Project Team Members:

- h) Provide a brief (2-page maximum) resume of key project team members including a list of Transit Website Development Projects (if any).
- i) Provide a list of all position titles or categories utilized on this project, and the hourly rate.

3.I Project Management

- a) The Proposer's Project Manager will provide SAMTD with a draft complete and detailed project plan that includes a timeline for the Scope of Work in Part 2. The draft will be updated during the project kickoff with the selected Proposer, with input from SAMTD's internal Website Redesign project team. Include in the Project Plan:
 - Provide a Proposed Project Plan including:
 - Project Phases
 - Project timeline
 - Specific Details and Milestones for each phase
 - Number of weeks per Phase
 - SAMTD'S obligations in each phase
 - Position title or category and number of hours per phase
 - Projected "Soft Launch" date
 - Estimated time from "Soft Launch" to "Go Live"

The Proposer's Project Manager will work with SAMTD's Chief Planning and Development Officer, Project Management Office (PMO) Representatives, Marketing and Communications staff, and IT Manager designated to provide updates on the progress of project deliverables.

- b) Proposer shall provide 3 references for public transit agencies worked with over the past 5 (five) years.
 - Proposer is advised to inform references they will be contacted by SAMTD.
 - Proposers must describe their project management process/overview based on the needs of the above references.
 - Proposer shall provide the project management and staffing plan, timeline for each reference, as well as a brief description of the project

3.J.1 Testing Plan

Outline an expanded narrative of the Testing Plan based on the requirements in the Scope of Work including but not limited to: technical design, ADA and other required compliance, transit user and internal SAMTD user interfaces. Include in the Testing Plan descriptions of the following:

- a) Testing strategy, quality protocol, and reporting types intended to be used on this specific project.
- b) Trouble shooting and solution validation protocols, code testing approach, test scripts based on functional and technical requirements.
- c) Plan for setting up a test environment and building the production website. What testing is done before the cutover to the new website. Also, what is the Go-Live plan?

3.J.2 Internal Feedback Plan

Describe how feedback from internal stakeholders during the initial phase of the project is obtained.

- What tools or processes do you have (if any)?
- How will the Proposer gather and present the data to SAMTD?
- How will the Proposer incorporate internal feedback data into relevant phases of the project?

3.J.3 Training Plan

Provide a narrative, based on SOW, of Proposer's training plan including the creation of:

- SAMTD Administrator User and SAMTD Staff User Training Materials
- SAMTD Administrator User and SAMTD Staff User Virtual Training
- Administrative training sessions

3.J.4 Internal Feedback

The Proposer shall have a process in place for obtaining consistent internal customer input throughout the development process.

- The Proposer shall discuss their methods for the soliciting, analyzing, and implementing internal stakeholder feedback.

- What survey and testing styles, methods, and types has Proposer used in the past?
- Describe previous successes and opportunities for improvement relevant to internal feedback.

3.J.5 Hosting and Support

The Proposer shall provide a service proposal for website hosting as part of their response to this solicitation.

- Provide maintenance reporting samples.
- Provide information on Proposer's management of maintenance windows, including turnaround time and escalation levels.
- Proposer to provide hosting and post launch support services with a service level agreement.

3.K PRICE PROPOSAL

3.K.1 General Instructions and Timeline Alignment

SAMTD expects the Phase I core website redesign and public launch to be completed within the first twelve (12) months of contract execution. Proposers should structure their upfront implementation pricing based on this target timeline. However, SAMTD recognizes that complex technical deployments, data migrations, or testing may require additional time. If a proposer requires more than twelve (12) months for a successful redesign and deployment, they must clearly state this and justify the timeline in their technical proposal. The proposed pricing for Phase I must remain firm and fixed regardless of the final Phase I timeline. Recurring Phase II maintenance and hosting fees will not commence until the website is formally launched and accepted by SAMTD.

3.K.2 Dual-Matrix Submission Requirement (Exhibit 8)

Proposers must submit their final pricing utilizing Exhibit 8 – Price Proposal Form, which is provided as a separate, fillable Excel spreadsheet attachment to this solicitation. Proposers must complete both tabs of Exhibit 8 in their entirety without modifying any pre-existing formulas. Static representations of these two required matrices are provided below for reference purposes only.

Table 1: Primary Price Proposal Matrix

Proposers shall provide firm, fixed pricing for five (5) years of base services and three (3) subsequent option years, structured chronologically as follows:

Contract Period	Phase & Description of Focus	Pricing Structure	Proposed Cost
Year 1	Phase I (Implementation Year): Website discovery, wireframing, design, accessibility testing, and core development. Target launch by Month 12.	Firm Fixed Price / Not-to-Exceed Cap	\$ _____
Year 2	Phase II (Transition Year): Buffer for final launch window (if needed) transitioning immediately into hosting and maintenance.*	Fixed Annual Fee	\$ _____
Year 3	Phase II (Core Maintenance): Steady-state hosting, security monitoring, software patches, and technical support.	Fixed Annual Fee	\$ _____
Year 4	Phase II (Core Maintenance): Steady-state hosting, security monitoring, software patches, and technical support.	Fixed Annual Fee	\$ _____
Year 5	Phase II (Core Maintenance): Steady-state hosting, security monitoring, software patches, and technical support.	Fixed Annual Fee	\$ _____
SUBTOTAL	Total Cost for the 5-Year Base Contract Term	Base Evaluated Cost	\$ _____
Option Year 6	Phase II Extension 1: Continued Hosting & Support. Exercised solely at SAMTD's discretion.	Fixed Annual Fee	\$ _____
Option Year 7	Phase II Extension 2: Continued Hosting & Support. Exercised solely at SAMTD's discretion.	Fixed Annual Fee	\$ _____
Option Year 8	Phase II Extension 3: Continued Hosting & Support. Exercised solely at SAMTD's discretion.	Fixed Annual Fee	\$ _____
GRAND TOTAL	Total Cost of Ownership (Years 1 through 8)	Total Evaluated Cost	\$ _____

***Note to Proposers: Phase II maintenance fees will be prorated dynamically and will not begin billing until successful public launch and formal acceptance by SAMTD.**

Table 2: Phase I Time & Materials (T&M) Personnel Breakdown

For the Phase I (Redesign & Launch) portion of the contract, proposers must provide a detailed breakdown of all personnel categories assigned to the project. This phase will be paid on a Time & Materials basis with a strict Not-to-Exceed cap equivalent to the total Year 1 cost submitted in Table 1 above. Proposers must list each team member's role, their firm fully burdened hourly billing rate, and the estimated number of hours allocated across the core tasks:

Personnel / Labor Category	Fully Burdened Hourly Rate	Task 1: Discovery & Wireframes (Hours)	Task 2: UI/UX Design (Hours)	Task 3: Development & Migration (Hours)	Task 4: Testing & Compliance (Hours)	Task 5: Launch & Training (Hours)	Total Estimated Hours	Total Cost (Rate x Hours)
e.g., Project Manager	\$125	40	20	60	30	20	170	\$21,250.00
PHASE I T&M TOTALS								\$

3.K.3 Explanatory Notes to Proposers

- **Maintenance Scope Boundaries:** The proposed annual fees for Phase II (Years 2–5) and Option Years (6–8) must cover all standard ongoing maintenance, hosting, and support activities defined in Section 2.A. Proposers should not include contingency pricing or padding for future major feature enhancements in their maintenance costs. Any significant post-launch developments or major website changes will be negotiated as independent projects on an as-needed basis when funding becomes available.
- **Hourly Rate Utilization:** The hourly labor rates submitted in the T&M Personnel Matrix (Table 2) shall remain firm and fixed for the entire duration of Phase I and shall not be subject to escalation if an extended timeline is approved. Furthermore, these verified labor categories and hourly

3.K.4 Time and Materials Budgetary Rules:

The Grand Total of the Phase I T&M Personnel Matrix must exactly match the Phase I (Year 1) cost submitted in the primary Price Proposal Matrix. Hourly billing rates submitted in this matrix shall remain firm and fixed for the entire

duration of Phase I. If SAMTD grants an extended launch window past twelve (12) months, the Contractor may not increase their hourly labor rates. SAMTD will only pay for actual hours worked and verified by bi-weekly or monthly timesheets, up to the approved Not-to-Exceed cap.

Note to Proposers

The proposed annual fees for Phase II (Years 2–5) and Option Years (6–8) must cover all standard ongoing maintenance, hosting, and support activities. Proposers should not include contingency pricing or padding for future major feature enhancements in their maintenance costs. Any significant post-launch developments or major website changes will be negotiated as independent projects on an as-needed basis when funding becomes available.

3.L Addenda

Modifications to this RFP shall be made only by addenda posted to the OregonBuys site. Verbal, faxed, or e-mailed instructions, interpretations, and changes shall not serve as official expressions of SAMTD and shall not be binding. All cost adjustments or other changes resulting from said addenda shall be taken into consideration by Proposers and included in their proposals. All addenda issued by SAMTD (posted to OregonBuys site) shall be acknowledged by Proposer on the Acknowledgement of Addenda form.

3.M Protest Procedures

Protests shall only be accepted from participating proposers and must be submitted in writing and in a timely fashion, in accordance with SAMTD's formal protest procedures. SAMTD's formal protest procedures may be requested by contacting SAMTD Procurement in writing at procurement@cherriots.org. Once a Proposer exhausts SAMTD's protest procedures, as described in applicable SAMTD Procurement Policy, the Proposer may request review from the FTA's Region 10 office within five (5) working days of SAMTD's final decision of the protest. However, Proposers are cautioned that FTA's jurisdiction over protests are limited in scope.

3.N Conflict of Interest

SAMTD officers, employees, agents, or Board members will not solicit or accept gifts, favors, or anything of monetary value from Proposers. Any SAMTD officer, agent, employee, or Board member with a perceived or actual financial or other interest in the award of the proposed Contract will recuse himself/herself from any evaluation or decision on any Proposal.

Proposers and their staff must declare any perceived or actual conflict of interest using the form/exhibit provided. For example, a conflict of interest would arise if a Proposer or staff did the following:

- Assists in the creation of the scope of work. This includes, but is not limited to, reviewing and commenting on the preliminary scope in whole or part, assisting staff in specification writing, or recommending the use of a particular brand or supplier/distributor in the specification or evaluation of Proposals.
- Has access to nonpublic information during the performance of an earlier Contract or has been provided with information other Proposer's have not during procurement.
- Assists in the creation of a project budget.
- Has a personal or professional relationship or affiliation (past or present) with a member of the evaluation committee or project team.
- Has a financial gain from the recommendation and/or purchase of a particular good or service relating to a Contract or potential Contract. (e.g., distributor/manufacture relationship)

SAMTD will review all conflict-of-interest statements and notify the Proposer of its decision to allow or reject a Proposal as it pertains to the conflict.

In the event that a conflict of interest is discovered post-award, this will be considered a breach of contract and the contract will be terminated under the terms and conditions provided. The Proposer must pay any additional costs incurred by SAMTD to engage another Proposer to finish the work.

3.O Disadvantaged Business Enterprise.

SAMTD has an overall agency goal of **4.49 percent (4.49%)** for the utilization of DBEs using race neutral means. While this contract will not utilize Federal Funds, SAMTD strongly encourages and expects Proposers to pursue subcontracting, mentoring, joint venturing, teaming, and partnering opportunities with DBE firms in the ordinary course of its business/teaming strategies. Proposers are encouraged and expected to create a level playing field to the maximum practical extent, consistent with the objectives and requirements of the SAMTD DBE Program, which is based on federal regulations codified at 49 CFR Part 26. The DBE participation goal applies to the total value of all anticipated SAMTD Federal contracts. SAMTD's DBE Program and Policy may be accessed at www.Cherriots.org/en/about-us/procurement.

End of Part 3 – Submission Guidelines

Part 4 – Proposal Evaluation

It is intended that one (1) Contract be awarded to the highest scoring responsible, responsive Proposer whose Proposal SAMTD determines in writing is the most advantageous to SAMTD for the requested goods and services based on the below evaluation criteria. Only those Proposals determined to be responsive will be considered for award.

4.A Evaluation Procedures

A Source Evaluation Committee (SEC) will be appointed to evaluate the proposals received. Each of the criteria listed below will be reviewed by the committee for the purpose of scoring proposals, based on how fully each proposal meets the requirements identified in this RFP.

- a) Procurement will review all proposals received by the published deadline for conformance with the instructions and requirements of the RFP and Contract documents. Submissions or Proposers that do not meet the requirements detailed within this RFP may be rejected as non-responsive.
- b) Procurement will calculate the Price Score based on the “Total Base Services” amount on Exhibit 8 using the following normalizing formula from responsive proposals that are submitted by responsible proposers. The score for pricing will not be averaged or combined based on the total number of evaluators. The lowest total price will receive the highest score.

$$(\text{Lowest Proposed Base Price} \div \text{Base Price Being Evaluated}) \times \text{Total Points Possible} = \text{Score}$$

SAMTD will verify the amounts in the Extended Price column equal the quantity multiplied by the unit price. SAMTD Procurement will review any discrepancies with the Proposer, in writing, and the resolution will be included for final evaluation.

- a) A Source Evaluation Committee (SEC) will be appointed to evaluate proposals. The SEC will review responsive and responsible submissions against the Evaluation Criteria outlined in this RFP or in subsequent Addenda that may be issued. A member of the SEC or Procurement may check references as part of this step and share them with the evaluation committee as part of the Qualifications and Relevant Experience criteria. The SEC shall evaluate and score proposals to select those Proposers technically qualified to perform the work irrespective of price.
- b) Procurement will combine the Proposal Price Scores with the SEC’s initial scoring of technical proposals. The total points scored on both the technical and price will be considered in determining the competitive range.
- c) The top Proposals (Competitive Range) may be invited for interviews or demonstrations. Proposals and interview results are re-scored against the evaluation factors based on information provided by interviewees. Price will be recalculated based on the number of Proposals in Competitive Range.

- d) If references were not checked as part of Step 3 above, a member of the SEC or Procurement may check references and share them with the evaluation committee as part of the Staff Experience with Projects of a Similar Nature.
- e) Competitive Range Proposers may be asked for a Best and Final Offer (BAFO) post-interview as detailed below. BAFO's will be rescored against the same evaluation criteria. Price will be rescored against the number of Proposals in Competitive Range. SAMTD reserves the right to award a contract without a BAFO request.
- f) SAMTD reserves the right to award based upon the most favorable initial proposal. SAMTD's General Manager shall have full authority over SAMTD's source selection and decision to award, subject to applicable Board policy.

Should the top two (2) Proposals score within 5 points of each other, they are considered comparative equals. SAMTD may require a BAFO or use another method to break a tie. The SEC will review tie breakers against all of the evaluation factors above and render a final score. Alternatively, SAMTD may choose to award both Proposals.

4.B Single or No Proposer

In the event that only one (1) Proposal is received, SAMTD may request an extension of the offer period and/or conduct a cost analysis on the single received Proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by SAMTD to assist in such analysis. By conducting such analysis, SAMTD shall not be obligated to accept the single Proposal; SAMTD reserves the right to reject such Proposal or any portion thereof.

Should there be no Proposals received, SAMTD may issue a new RFP or extend the offer period.

4.C Evaluation Criteria

Submissions from responsible Proposers shall be reviewed according to the factors listed below. SAMTD intends to recommend an award to the responsible, responsive Proposer receiving the highest total score, provided that the proposed cost is within the funds available for the project. The District maintains the right to decline an award should the top-ranked Proposal surpass the allocated budget. If a high-scoring submission exceeds available fiscal resources, SAMTD may, at its sole discretion, initiate negotiations regarding scope and pricing or seek a Best and Final Offer (BAFO) from the top-ranked firm to ensure the final contract aligns with District financial limitations before an award is finalized.

- **Qualifications & Relevant Experience (30 PTS)**

The firm is proposing staff that meet or exceed the minimum experience called out in 3.D Minimum Proposer Qualifications. The proposed team possesses extensive knowledge, expertise, skills and experience in website development and hosting.

- **Technical Capability, Approach and Capacity (30 PTS)**

Proposals will be evaluated based on the Proposer's detailed, comprehensive approach to fulfilling all Scope of Work and contract requirements. The Source Evaluation Committee (SEC) will assess whether the planning and execution of required services are clear, logical, and easy to follow, and if the proposed lead times for tasks and reports meet SAMTD's expectations. Higher scores will be awarded to proposals demonstrating a broad breadth of service that includes additional technical facets SAMTD may utilize during the contract, and where any identified value-add services effectively complement the requested scope. Additionally, submitted sample reports and documents must clearly cover all website design and hosting requirements, providing strong indicators of how the Proposer will successfully deliver high-quality service over the entire life of the contract.

- **Communication, Customer Service, and Training (10 PTS)**

The Communication Plan is thorough and demonstrates the importance of keeping SAMTD informed. The Proposing firm details the experience of its staff to remain knowledgeable in this industry. Customer Satisfaction has elements that imply constant and frequent improvement. The Proposal is clear, easy to understand, free of misspellings, follows formatting requirements, and is unambiguous. Evaluating staff are able to digest provided information easily and quickly.

- **Risk, Performance, and Quality Assurance (10 PTS)**

Proposals will be scored based on the Proposer's proven methodology for managing project risks, sustaining high performance standards, and conducting rigorous quality assurance. The SEC will evaluate if the Proposer's prior engagements are pertinent and comparable in magnitude and technical depth to the requirements of SAMTD, and if the provided references verify meticulous attention to detail alongside a dedication to client success. Superior ratings will be granted to submissions that outline a robust, accuracy-driven Quality Assurance framework, explicitly define the critical risks specific to a public-sector web overhaul, and include a pragmatic, detailed mitigation strategy to guarantee uninterrupted project execution.

- **Cost (15 PTS)**

A maximum of 15 points out of the total 100 RFP evaluation points will be allocated to the Cost Proposal. Cost proposals will be sealed separately and evaluated independently from the 85 points allocated to the technical sections.

Evaluation Formula

Points for cost will be assigned objectively using a standard proportional mathematical formula. The Proposer submitting the lowest overall total price for the 5-year term will automatically receive the maximum 15 points. All other cost proposals will be awarded points based on their variance from the lowest price using the following formula:

$$(\text{Lowest Proposed Price} \div \text{Price Being Evaluated}) \times 15 = \text{Awarded Cost Points}$$

Example Calculation

For illustrative purposes, the table below shows how the 15-point formula applies to three different price proposals:

- Proposer A (Lowest Price): \$100,000
Calculation: $(\$100,000 \div \$100,000) \times 15 = 15.00$ Points
- Proposer B (20% Higher Price): \$120,000
Calculation: $(\$100,000 \div \$120,000) \times 15 = 12.50$ Points
- Proposer C (50% Higher Price): \$150,000
Calculation: $(\$100,000 \div \$150,000) \times 15 = 10.00$ Points

Rounding and Score Integration

All formula calculations will be rounded to two decimal places. The resulting cost score will be added directly to the Proposer's technical score (out of 85 points) to arrive at a final combined score out of 100 possible points.

Any value-added items will not be part of the price evaluation but may factor into other evaluation criteria.

- **Staff Experience with Projects of a Similar Nature (5 PTS)**

Proposals will be scored based on the Proposer's demonstrated experience developing, redesigning, implementing, and supporting websites for public transportation agencies or closely comparable public-sector transportation organizations. Higher scores will be awarded to Proposers with direct experience addressing transit-specific website needs, such as route and schedule information, trip planning tools, rider alerts, accessibility, multilingual content, mobile-responsive design, customer service functions, public information transparency, and integration with transit technology or third-party platforms. Proposers should provide examples of completed website projects of similar nature and complexity. SAMTD may review submitted project examples and related materials to evaluate the Proposer's transit website experience.

4.D Responsibility Review

SAMTD will only award to Proposers who have the ability, willingness, and integrity to conform to all requirements of the Proposal and subsequent Contract. SAMTD will independently verify responsibility.

- Demonstrate there are no outstanding and/or repetitive violations with State of Oregon agencies.
- Possess all permits, registrations, and licenses as required by city, state, and Federal ordinances, rules, laws, and regulations. When requested by SAMTD, the Proposer shall provide documents confirming that he/she/it has obtained any local business registrations or permits that may be required.
- Is skilled and regularly engaged in the general class or type of work called for under the Contract.
- Has performed satisfactorily on other Contracts of like nature, magnitude and comparable difficulty, and at comparable rates of progress.

To establish Proposer's responsibility, SAMTD will independently review all material submitted with a Proposal. SAMTD may also obtain additional information and conduct independent investigation, including, but not limited to, obtaining copies of business licenses and/or professional licenses and certificates, obtaining financial reports, verifying DBE/MWBE status, reviewing records with the Better Business Bureau, reviewing references, and checking debarment lists. SAMTD reserves the right to interview references, perform internet searches, review Dunn & Bradstreet reports, and

use any other investigative means it chooses. A Proposer must timely provide all requested information.

4.E Best and Final Offers (BAFO) and Contract Negotiations

a) Right to Negotiate and Adjust Scope

SAMTD reserves the right to enter into concurrent or sequential negotiations with the highest-ranked proposer(s) following the evaluation of initial proposals. During negotiations, SAMTD reserves the right to negotiate modifications to the proposer's proposed scope of work, project deliverables, staffing plan, or timeline in order to align the final contract value with the District's fiscal constraints or available project funding, without being bound to award to the lowest-priced proposer.

b) Termination of Negotiations

If SAMTD is unable to negotiate a satisfactory contract, including mutually agreeable pricing and scope, with the highest-ranked proposer, SAMTD will formally terminate negotiations with that proposer in writing. SAMTD may then proceed to open negotiations with the next highest-ranked proposer. This sequential negotiation process may continue until a contract is successfully executed, or until SAMTD exercises its right to cancel the solicitation.

c) BAFO Procedures and Submission

At SAMTD's discretion, Proposers may be afforded the opportunity to amend their Proposal and make a BAFO. The requests for BAFO's shall include:

- Notice of an opportunity to submit a BAFO based on discussions during interviews, negotiations, or clarifying correspondence.
- A common due date and time for submission of written BAFO's or modifications to any BAFO, allowing a reasonable opportunity for preparation of the written BAFO's.
- Direction for BAFO format and contents.
- Notice that if a Proposer does not submit a BAFO or a notice of withdrawal and another BAFO, his/her/it's immediate previous offer will be construed as the BAFO.

Any modifications to the initial Proposals made by a Proposer in the BAFO shall be clearly identified.

d) Evaluation of BAFOs

SAMTD will evaluate BAFO's according to the same requirements and criteria as the initial Proposal. SAMTD will make appropriate adjustments to the initial scores for any criteria which have been affected by any modifications made by the BAFO's. These final scores and rankings will again be weighed against the Evaluation Criteria.

4.F Notice of Intent to Award

Upon selection of the successful Proposer, SAMTD will provide a Notice of Intent to Award to all Proposers. The Notice of Intent to Award in no way constitutes a promise to award or an acceptance of the offer contained in the Proposal; rather it is SAMTD's first step in recommending a Contract to its Board of Directors. SAMTD may reconsider and withdraw, change or amend a Notice of Intent to Award at any time before the Board of Directors formally selects a Proposal. SAMTD's failure to give such notice shall not be deemed to affect the validity of the resulting contract.

In the event a Contract award is made that is within the General Manager's signing authority, SAMTD may, at its option, waive Board approval.

Proposers are permitted to request a debriefing about its/his/her own Proposal from Procurement after the Notice of Intent to Award is issued. Documents and information to the procurement may be requested by submitting a Public Records Request.

End of Part 4 – Proposal Evaluation

Part 5 – Special Terms and Conditions

These Terms and Conditions will be incorporated into the final contract by reference, along with Exhibits 1-8, Appendix A General Terms and Conditions, Appendix B Federal Terms and Conditions, and Appendix D Invoicing.

5.A.1 Integration of Master Terms

Proposers are explicitly notified that all terms and conditions outlined in this solicitation, along with Appendix A (General Terms and Conditions) and Appendix B (Federal Terms and Conditions), will be incorporated into the final executed contract by reference.

5.A.2 Mandatory Pre-Submission Objection Window

Proposers must thoroughly review all SAMTD terms, conditions, and contract appendices prior to submitting their proposal. If a Proposer has any questions, identifies any conflicting requirements, or seeks to take formal exception to any SAMTD terms, they must submit these inquiries or requests for clarification in writing to SAMTD Procurement during the designated question-and-answer period.

5.A.3 Waiver of Post-Submission Objections

In the event a Proposer neglects to identify, question, or submit formal exceptions regarding any terms, conditions, or supplemental agreement items in conflict with SAMTD requirements during the pre-submission period, the Proposer automatically concedes that all contract terms are fully acceptable and in compliance with all of SAMTD's Exhibits 1-8, and Appendices A, B, and D.

Proposals submitted with unapproved, post-facto contract exceptions, or those that attempt to condition their pricing on modifying SAMTD's core terms, may be deemed non-responsive and excluded from evaluation. SAMTD explicitly reserves the right to negotiate any supplemental agreements solely as part of the final Contract award process.

5.B Contract Term, Compensation, Invoice Payments

Contract Term:

a) Contract Duration and Phase Alignment

The initial term of this Contract shall be for a period of five (5) years, commencing on the date of final contract execution, and encompassing both Phase I (Redesign & Launch) and Phase II (Service & Maintenance) as defined in Section 2.A. Phase I implementation shall govern the initial build and deployment timeline, with any schedule extension past the twelve (12) month target subject to formal review, negotiation, and written approval by SAMTD prior to initial contract execution. Fixed-fee Phase II hosting and standard maintenance will trigger immediately upon SAMTD's

formal written acceptance and public go-live of the website, covering the remaining duration of the five-year base term.

b) **Mandatory Inclusion of 8-Year Price Escalations**

Proposers must submit comprehensive, multi-year pricing utilizing Exhibit 8 – Price Proposal Form. Proposers are required to proactively calculate and incorporate any anticipated cost increases, corporate escalations, or inflationary adjustments directly into their submitted annual fees for Phase II (Years 2 through 5) and Option Years 6, 7, and 8. No post-award price adjustments, cost-of-living increases, or subsequent fee escalations will be permitted; the pricing structure submitted on day one must represent the absolute final cost to the District.

c) **Evaluation Integration and Ironclad Price Lock**

The fully loaded pricing submitted across all five base years and three option years will be evaluated objectively using the 15-point proportional mathematical formula detailed in Section 4.C. By submitting a proposal, the Contractor legally agrees that all proposed rates, T&M hourly fees, and annual hosting/maintenance costs are completely locked in, capped, and legally binding for the entire potential eight (8) year life of the agreement. SAMTD reserves the sole right to extend the agreement for ongoing hosting and maintenance for up to three (3) additional one-year periods, to be exercised in individual annual increments based on contractor performance and annual fiscal appropriations.

Compensation:

SAMTD shall pay Proposer thirty (30) days after receipt of a complete, accurate, timely and undisputed invoice that is accompanied with all required deliverables. Services rendered by Proposer to SAMTD during a month shall be billed at the end of the month in which they were provided.

- a) Invoice Payments: Invoices will be submitted based on milestone and deliverable completion as negotiated with the successful Proposer. Proposer will invoice SAMTD no later than the 15th of each month for services and goods supplied the previous month. SAMTD reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to invoice receipt. Payment will be based on Net thirty (30) day terms. SAMTD is open to negotiating different payment terms (i.e., 3% Net 15, etc.).

If submitted via hard copy, invoices must be submitted to SAMTD's Finance Department:
Salem Area Mass Transit District
Attn: Accounts Payable
555 Court St NE, Suite 5230
Salem, OR 97301

All invoices shall be submitted electronically to SAMTD's Finance Department and SAMTD's Project Manager via email to

- accounts.payable@cherriots.org (Finance)
- (Project Manager).

Invoices must contain the following information.

- The contract number;
- The date(s) goods/services were delivered or services were furnished;
- A detailed description of the goods or services furnished;
- Total invoiced amount.

SAMTD will not be responsible for late payments due to missing or incorrect documentation or incorrect invoice routing on the part of the vendor.

5.C Travel Costs

Travel is not anticipated as part of contract performance. However, in the event SAMTD requests Proposer to attend in-person meetings, travel costs will be reimbursed to Proposer's based on SAMTD's Travel Policy. Any travel must be pre-approved in writing by SAMTD. Detailed receipts or other proof of expense are required to be fully reimbursed. SAMTD will not pay any mark-up or per-diem incentive. A credit card receipt will not be accepted in lieu of a detailed receipt.

5.D Insurance

The awarded Proposer will not begin Work until proof of insurance has been received and approved by SAMTD staff. Insurance requirements will not limit the Proposer's liability for damages resulting from performance.

Insurance requirements are outlined in Appendix C Sample Contract which will be the agreement Proposer will be required to sign upon contract approval from SAMTD's Board of Directors.

5.E Subcontractors

Proposer shall execute 100% of the contractual obligations through its own personnel and organization. No portion of this Contract may be subcontracted, assigned, or delegated to any other entity.

(Not Applicable)

All subcontractors must be pre-approved by SAMTD before they begin work and meet the same Minimum Qualifications as outlined in Part 3.D. SAMTD reserves the right to investigate subcontractor responsibility prior to confirming award, if subcontractors are known. SAMTD will not approve change orders to the Proposal or final Contract price for replacing rejected subcontractors.

Prime Proposer's are required to provide a copy of the subcontract or purchase order to SAMTD. Any subcontract will contain the same language as required in Appendix C Federal Terms and Conditions. Similarly, Prime Proposer's will submit quarterly reports to SAMTD that detail the percentage of work each subcontractor is performing, the dollar value of the subcontract or PO, and payments made to each subcontractor.

Before the subcontractor starts, shall submit the following documents:

- Insurance requirements listed in Appendix A or furnish proof of inclusion of the Prime Proposer's insurance.
- Provide proof that all individuals are properly licensed, certified, and/or bonded to perform the Contracted Scope of Work where applicable.

Prime Proposer will be jointly and severally, and vicariously liable to SAMTD for any work performed by its subcontractors, and responsible for the work of, including, but not limited to the adequacy, timeliness, efficiency, and sufficiency, its subcontractors. All subcontractors will have sufficient knowledge, skill, and experience to perform the work Contracted to them.

SAMTD will not be held responsible for the contractual relationship between subcontractors and Proposer. Proposer will maintain and monitor all subcontractor performance, payment, project delivery requirements, and relationships as they pertain to the Prime Proposer's ability to successfully complete a project.

5.F Limitations of Liability

SAMTD reserves the right to challenge the enforceability of any limitation of liability provision in the event of a claim or issued judgment through the performance of a Contract. Liability limitations may be considered a gift of public funds and may therefore be prohibited by Oregon State Statute.

5.G Project Managers

The Proposer's designated Project Manager will be identified at the time of Contract and shall be the Proposer's representative for the administration of the contract documents and the supervision of the work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual, recommended or proposed changes, SAMTD shall accept commitments and instructions of the Proposer only from the Project Manager or a duly authorized representative of the Project Manager so designated in writing. After initial approval by SAMTD, the Proposer shall not change the Project Manager without the prior written approval of SAMTD. SAMTD shall appoint its own Project Manager for the work required by this Contract.

5.H Notice to Proceed

The Proposer shall not proceed with any work required under this Contract without a written Notice to Proceed from SAMTD'S Procurement Department or the authorized SAMTD Project Manager. Any work performed or expenses incurred by the Proposer prior to the Proposer's receipt of Notice to Proceed shall be entirely at the Proposer's risk.

5.I Time of Essence

Time is of the essence in this Contract. Proposer's failure to deliver goods/services on time shall be a material breach of this Contract. If Proposer fails to deliver goods/services on time, SAMTD, at its discretion, may procure those goods/services from another source. If the price paid by SAMTD for goods/services procured from another source under this Paragraph is higher than the price under this Contract, the Proposer shall pay SAMTD the difference between those prices. SAMTD may deduct that difference from any amount SAMTD owes the Proposer.

5.J Changes

No changes, modifications, or amendments to the Contract, including these terms and conditions, prices, quantities, or Statement of Work, otherwise negotiated or included as part of the Contract shall be effective without a mutually executed Amendment in writing

executed by the Parties. Oral changes or modifications are not permitted nor enforceable and will not be paid for by SAMTD. Only SAMTD'S General Manager, or his/her designee, shall have the authority to alter, amend, modify, add to, or waive any Paragraph or condition of the Contract, Statement of Work, or SaaS Subscription Schedule on behalf of SAMTD.

Any plan or method of work suggested by either party, but not specified or required in writing under the Contract, or Statement of Work, or confirmed through written change order, will be performed at the risk and responsibility of the Vendor. SAMTD assumes no liability for work performed outside the scope of the Work or a written and executed change order.

Either Party may initiate a Change Order Request that is reasonably within the general scope of the Contract. Such changes might include but are not limited to: the method of operations, requirements for record keeping, and emergency service. SAMTD may add or delete items, services, or locations, provided such items, services, or locations which could reasonably be related to those originally contracted items, services or locations and will not represent a significant increase or decrease in size or scope of the Contract. After receipt of a written Change Order Request from SAMTD, Vendor shall submit any request for equitable adjustment in the Contract Sum and or Contract Time. Any requested adjustment in the Contract Sum must be consistent with the original price and relate to the original scope of work. Any request for adjustment of the Contract Time must be reasonable and demonstrate continued efficiency and productivity.

5.K NON-APPROPRIATION OF FUNDS (5-YEAR TERM)

a) **Contingency of Funding**

SAMTD's obligations under this Agreement beyond the current fiscal year are strictly contingent upon the authorization, availability, and appropriation of public funds by the SAMTD Board of Directors, or other federal, state, or local funding sources.

b) **Right to Terminate**

In the event that sufficient funds are not appropriated, allocated, or otherwise made available to support the continuation of performance in any subsequent fiscal year during the designated five (5) year contract term, SAMTD shall have the absolute right to terminate this Agreement at the end of the then-current funding period.

c) **No Penalty or Liability**

Termination under this Section shall be without any penalty, termination charges, acceleration of payments, or further liability to SAMTD. SAMTD shall not be responsible for any unamortized capital expenditures, unrecovered startup costs, or anticipated profits of the Proposer/Contractor.

d) **Notice and Payment**

SAMTD shall provide the Contractor with written notice of non-appropriation at least thirty (30) calendar days prior to the effective date of termination, or as soon as practicable after the funding shortfall is

determined. Upon the effective date of termination, SAMTD's sole financial obligation shall be to pay the Contractor for authorized deliverables accepted or services satisfactorily performed up to the date of termination.

End of Part 5 – Special Terms and Conditions

Part 6 – Confidentiality

Prior to Contract award, SAMTD believes that the public interest will be harmed by disclosure of Proposals, Proposal supplements, evaluation committee discussions, and all communications made during procurement negotiations, and will hold all such documentation in confidence, until after Contract award, pursuant to ORS 192.502(4).

Proposers are cautioned that until submission of their proposal, they may have contact concerning this RFP with only those SAMTD representatives, agents, or personnel designated in writing herein. Discussions or communications concerning this RFP with Source Evaluation Committee (SEC) Members, SAMTD Project Managers, SAMTD employees, its consultants, or members of the SAMTD Board of Directors, are strictly prohibited. Any violation of this restriction may result in disqualification of the Proposer from further participation in this procurement and from award of any contract or subcontract under this solicitation.

After the Contract award, SAMTD will treat Proposals, Proposal supplements, evaluations, and all communications made during procurement negotiations a matter of public record, except to the extent they contain trade secrets, confidential information, or are otherwise exempt from disclosure under Oregon or federal law.

To ensure appropriate confidentiality, Proposers must clearly and specifically identify confidential or trade secret information in their Proposals and must cite statutory or regulatory authority for exemption from public disclosure. SAMTD may find a waiver of confidentiality, if a proposer provides blanket-type identification by designating whole pages or sections, without more, as containing proprietary information, trade secrets or confidential commercial and financial information. In addition, SAMTD disclaims liability for inadvertent disclosure of trade secrets or other information entitled to confidential treatment, if the Proposer has failed to identify trade secrets or other confidential information clearly, has failed to cite statutory or regulatory authority for keeping such information confidential, or identifies an entire proposal or proposal supplement as confidential or exempt.

End of Part 6 - Confidentiality

Part 7 – Proposers Checklist

By submitting a Proposal, Proposers agree to be bound by and adhere to all legal requirements and Contract terms and conditions contained in this solicitation document.

SAMTD WILL NOT NEGOTIATE ANY ASPECT OF THE REQUIRED SERVICE OR ANY CONTRACT TERM OR CONDITION ONCE THE NOTICE OF INTENT TO AWARD IS ISSUED. SAMTD WILL NOT MAKE ANY CONCESSIONS FOR PROPOSERS WHO ARE NOT COMPLETELY FAMILIAR WITH THE SCOPE OR CONTRACT REQUIREMENTS.

Exhibits	Appendices
1: Proposal Coversheet	A: General Terms and Conditions
2: Non-Collusion Affidavit	B: Federal Terms and Conditions
3: Organizational Conflict of Interest	C: Sample Contract
4: DBE Determination of Good Faith Effort §	<i>D: Invoicing</i>
5: Proposer's Representations & Warranties Certification	
6: Debarment & Suspension Certificate	
7: Certification Regarding Lobbying	
8: Price Proposal	

Proposers are advised that the following will be incorporated into the final negotiated Contract:

- Request for Proposal including Appendices
- Appendix A – General Contract Terms & Conditions
- Appendix C – Federal Terms & Conditions
- Issued Addenda (if applicable)
 - Proposer Pricing including completed Exhibits and technical Proposal
 - Executed Contract
 - Purchase Orders

End of Part 7 – Proposer Checklist