

RESOLUTION NO. 2860

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING SOUTH METRO AREA REGIONAL TRANSIT (SMART) TO PURCHASE AN INTELLIGENT TRANSPORTATION SYSTEM.

WHEREAS, South Metro Area Regional Transit (SMART) has a need to update aging technology software and onboard hardware; and

WHEREAS, Section 122 of House Bill 2017 Transportation Funding Package established a new dedicated source of funding for improving or expanding public transportation service in Oregon called the Statewide Transportation Improvement Fund (STIF); and

WHEREAS, The STIF established a Discretionary Fund, which Oregon Department of Transportation awards to public transportation service providers based on a competitive grant process; and

WHEREAS, SMART has been successful in the competitive grant application and was awarded an STIF Discretionary grant of \$424,000 through the Oregon Transportation Commission, specifically for the purchase of an intelligent transportation system; and

WHEREAS, staff performed extensive research, review, and peer analysis prior to selecting Syncromatics Corp. for this project.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. Based on the above recitals incorporated herein, the City Council does hereby approve and authorize SMART to enter into Goods and Services Contract No. 210070 with Syncromatics Corp. presented in Exhibit A.

Section 2. This resolution is effective upon adoption.


ADOPTED by the Wilsonville City Council at a regular meeting there of this 18th day of February 2021, and filed with the Wilsonville City Recorder this date.

DocuSigned by:

8A974AE3ADE042E

Julie Fitzgerald, Mayor

ATTEST:

DocuSigned by:

E781DE10276B498

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

EXHIBIT:

A. Goods and Services Contract No. 210070

**CITY OF WILSONVILLE
GOODS AND PROFESSIONAL SERVICES CONTRACT**

This Goods and Professional Services Contract (“Contract”) for the South Metro Area Regional Transit (SMART) Intelligent Transportation System Project (“Project”) is made and entered into on this ____ day of _____ 2021 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Syncromatics Corp.**, a California corporation (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing recitals and all of the following additional documents: Request for Proposal, dated July 24, 2020, and Contractor’s Proposal in response thereto (together with the Contract collectively referred to herein as “Contract Documents”). Contractor must be familiar with all of the foregoing and comply with them. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as reasonably determined by the City, will apply. City acknowledges that Contractor’s proposal contained requested exceptions, and that Contractor provided the exceptions in compliance with the directions contained in the City’s Request for Proposal dated July 24, 2020. This Contract reflects the parties’ negotiated contractual exceptions attached hereto as Exhibit A, page 16.

Section 2. Scope of Work

Contractor will perform the implementation services, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibits A-E** and incorporated by reference herein (the “Work”). City accepts Contractor’s requirements exceptions attached hereto as Exhibit A, pages 17-19.

Section 3. Term

3.1. The term of this Contract shall be from the Effective Date for a period of three (3) years, unless earlier terminated in accordance herewith. The City may also extend the Contract as provided in **Subsection 2.2** below. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

3.2. The City has the option to renew this Contract for up to two (2) additional one (1) year periods, by written amendment to this Contract.

Section 4. Contract Sum/Project Scope

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor a not-to-exceed amount of SIX HUNDRED NINETY-FOUR THOUSAND SEVEN HUNDRED TEN DOLLARS (\$694,710) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. The Contract Sum is allocated as follows:

Initial Capital Budget	543,750
Year 1 Service Fees	<u>50,320</u>
Total in Milestone Schedule	594,070
Year 2 Service Fees	50,320
Year 3 Service Fees	<u>50,320</u>
Total Contract Sum	694,710

4.2. Contractor’s Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT). A Table showing the details of the line items included in the Scope of Work’s Capital Budget and each year’s Annual Service Fees is included in Exhibit B.

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

4.4. City acknowledges that for the best practices and operation of the system as installed by Contactor, that there are certain standards to be embraced and adopted by City for working with Contractor as the system is installed and made operational. These standards are further elaborated in Exhibit E attached hereto.

Section 5. Project Managers

The City's Project Manager is Eric Loomis. Contractor's Account Manager is Jeff Hunter.

Section 6. Subcontractors and Assignments

Unless expressly authorized in writing by the City, pursuant to **Subsection 8.1**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

Section 7. Contractor Is Independent Contractor

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 4** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

Section 8. Contractor's Responsibilities

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

from subcontractors is solely the responsibility of Contractor. References to “subcontractor” in this Contract mean a subcontractor at any tier.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.13. COVID-19 Safety Measures. Contractor must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Contractor's employees and/or subcontractors, City employees, and the public. Contractor must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Contractor is required to stop or delay work due to a COVID-19 related event, Contractor shall not be entitled to any additional payment, remobilization costs, or delay damages.

8.14. Contractor shall submit to City both a Notice of Completion and System Acceptance checklist form (included as Exhibit D) to provide notification to the City that Contractor has substantially completed the project and the full Scope of Work, pending City's acceptance thereof ("Final Acceptance").

Section 9. Indemnity

9.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 9.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers, and to all of Contractor's subcontractors, including their agents, employees, and suppliers.

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

Section 10. Insurance

10.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder. Any and all agents or subcontractors with which Contractor contracts for any portion of the Work must have insurance that conforms to the insurance requirements in this Contract. Additionally, if a subcontractor is an engineer, architect, or other professional, Contractor must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Contractor's

liability hereunder. The policy or policies maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

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

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

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

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

10.1.5. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor’s liabilities hereunder in insurance coverages. Additional Insured coverage under Contractor’s Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be

provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder. Contractor must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Work contemplated under this Contract.

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

10.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

Section 11. Warranty

11.1. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work and materials for a period of one (1) year from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City’s Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work or materials occurring within one (1) year following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing his/her duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The one (1) year warranty period shall, with relation to such required repair, be extended one (1) year from the date of completion of such repair.

11.2. Contractor warrants to the City that any materials and equipment furnished under this Contract will be new and of good quality, unless otherwise required or permitted by this Contract, that the Services will be free from defects, and that the Services will conform to the requirements of this Contract. Services not conforming to these requirements, including substitutions not properly approved and authorized in writing by the City, may be considered defective.

Section 12. Early Termination; Default

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

12.1.1. By mutual written consent of the parties;

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

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

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

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

12.4. Termination under any provision of this **Section 12** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, for which Contractor has received payment or the City has made payment.

Section 13. Liquidated Damages

13.1. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if all Work is not fully functional on a consistent basis or if the system fails to be fully functional for more than five (5) consecutive business days. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount of Five Hundred Dollars (\$500) per day for each and every day, after the first five (5) business days, that the system

is not fully functional. The five-business-day cure period commences upon the City’s written notice to Contractor of the functional or system failure. For purposes of this Section, “fully functional” shall be defined as: (a) the Syncromatics back end system (“Track”) is accessible by authorized users; (b) at least 90% of the vehicles being operated in service are communicating with the Syncromatics back end system and being displayed with updated information for Track users; and (c) at least 90% of the vehicles operating in service are making the required voice announcements, counting passengers while on route, and able to communicate with dispatchers with Request to Talk tools.

13.2. The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate.

13.3. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Contractor’s reasonable control, including but not limited to strikes, lockouts, severe acts of nature, COVID-19 related travel or work restrictions, or actions of unrelated third parties not under Contractor’s direction and control, or delays on the part of the City, that would preclude any reasonable Contractor from performing the Work (“Force Majeure”). In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly and proportionately by the City, in writing. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

Section 14. Contract Modification; Change Orders

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

Section 15. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
Attn: Eric Loomis, Transit Operations Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070
Loomis@ridessmart.com

To Contractor: Syncromatics Corp.
Attn: Jeff Hunter
523 W 6th Street, Suite 444
Los Angeles, CA 90014

Section 16. Miscellaneous Provisions

16.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Contract shall control, and the terms more favorable to the City, within the City's reasonable discretion, will apply.

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

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

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

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

16.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

16.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

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

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

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

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

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

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

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

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

16.16. Support and Response Policy Remedies. In the event that Contractor fails to meet its obligations set forth in its Customer Support policy and its Response Policy more fully described in Exhibit A page 10, City, on a per monthly basis and in its sole discretion, may reduce the service fees due Contractor by the following percentages:

16.16.1 If Contractor fails to meet its response policy obligations for support level 4 three or more times in a month, it will result in a ten (10) percent reduction of that month’s service fee due Contractor.

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

16.21. Authority. Each party signing on behalf of Contractor and the City hereby warrants actual authority to bind their respective party.

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

CONTRACTOR:

CITY:

SYNCROMATICS CORP.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

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Scope of Work

GMV Syncromatics OpenMDT

The GMV Syncromatics OpenMDT Plus is the cornerstone of our ITS system inside the bus. It handles all of the data processing, data storage, transmission, and user interface. All these features are packaged in a single modular and swappable package with no separate vehicle logic unit required. It serves as the hub for all on board system integration, as well as driver interface for both Fixed Route and Demand Response service modes.

OpenMDT Plus + Dock

Future-proof, transit-grade, expansion-ready



- ✓ Allows for walk around vehicle inspections
- ✓ Hot swappable for rapid replacement
- ✓ Lockable dock to prevent theft
- ✓ All-in-one: J1708, J1939, Wi-Fi, Ethernet, RS232, RS485 via in-vehicle dock
- ✓ Plug and play annunciators, passenger counters
- ✓ Turnkey automation of farebox and headsign
- ✓ Built on Android, the world's most popular OS for mobile devices

MDT+VLU

More failure points, additional expense



- ✗ Additional components and wiring to buy
- ✗ Modern mobile devices have sufficient computing power – a dedicated embedded PC is overkill
- ✗ MDT cannot be removed from vehicle
- ✗ “dumb” driver terminal is dependent on VLU for processing
- ✗ Built on outdated operating systems

OpenMDT Technical Details

Professional Engineering

- **Logon.** Simple wizard based logon process
- **Integration.** APC, AVAS, Headsigns
- **Messaging.** 2-way text messaging with dispatch including canned messages
- **Silent Alarm.** Covert notification to dispatch
- **Brain.** Integrated core application that stores, transmits, processes and produces data in real time
- **Reliable.** Aggressive recovery and reliability measures surrounding connectivity and stability
- **Industrial.** Cabling and connectors built to withstand transit realities

Technical Diversity

- **Cellular.** Using roof mount, dash mount, or internal antennae or ethernet
- **Memory.** 4GB, expandable to 8GB
- **Network.** Can connect to Wi-Fi networks onboard
- **GPS.** 20 channel, DGPS+WAAS, SiRF Star III
- **OS.** Android
- **Modern Protocols.** WiFi, RS232, RS485, USB, digital IO
- Transit Ready. J1708, J1939
- **Extensible.** Can be natively extended via a variety of onboard peripherals.

Dispatch List and Map

The dispatch list view will enable the dispatcher to sort by various attributes, including: late/early arrival severity. This view will also group any vehicles that are off-route or not signed in correctly, so that you can always keep an eye out for “problem buses” at the top of the list. Once you’ve selected a particular row (vehicle), an expanded drop-down card will display the individual features for that particular vehicle.

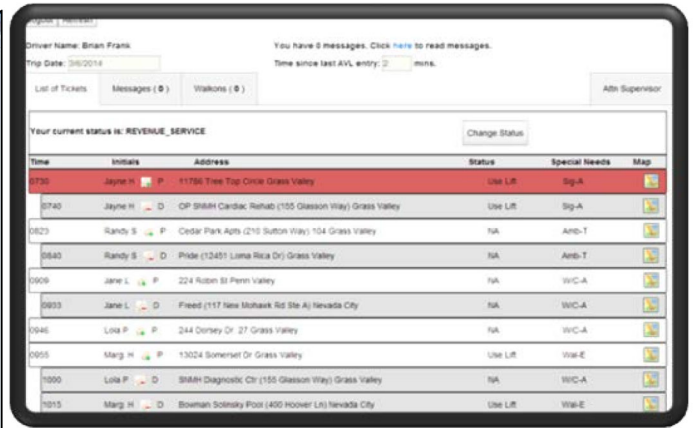
The oval buttons across the top display persistent alerts, which are always visible to the dispatcher. These alerts show vehicles that are currently in a particular error state and selecting each of those alerts will automatically filter the list to show vehicles in that current state, and individual details about each vehicle.

The image displays two screenshots of the gtv SYNC dispatch interface. The left screenshot shows a 'Vehicles' list with columns for Vehicle, Run, Trip, Driver, Route, Load, and Status. It includes a map of upcoming stops and a search bar. The right screenshot shows a map view with a red route line and a 'Vehicles' list on the right side. Both screens feature navigation tabs at the top and alert buttons at the top right.

Easy Rides Demand Response

GMV Syncromatics complements its fixed route technology with Easy Rides, a purpose-built Paratransit scheduling and dispatch software, to offer an integrated technology solution. The GMV Syncromatics Easy Rides software solution it includes a number of novel and very useful features, described below.

SMART has experience with Easy Rides, and we're excited to offer the opportunity to bring an enhanced and integrated version of it back. The Electronic Manifest will now run on the same MDT as the Fixed Route solution, and the central systems will be fully hosted by GMV Syncromatics

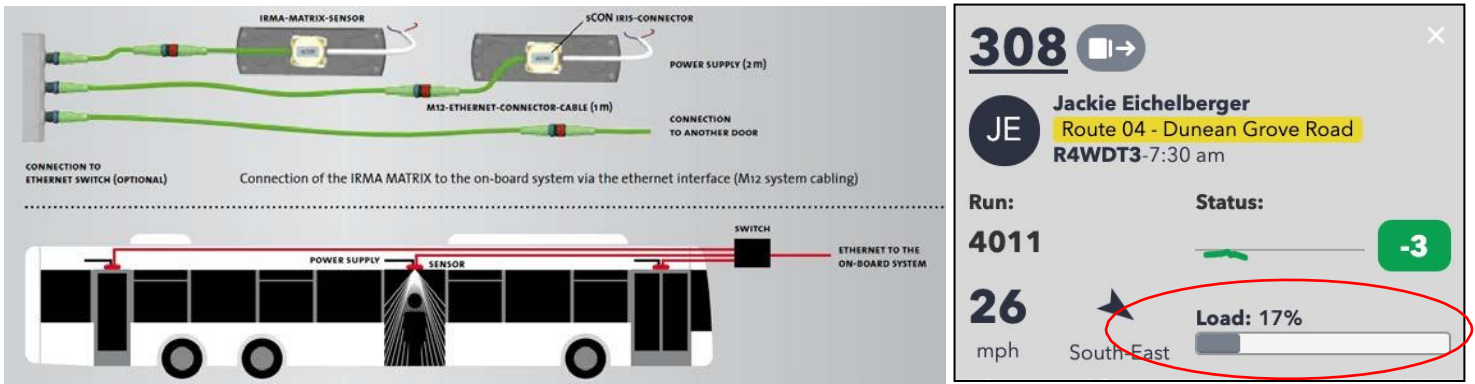


Automated Voice Annunciator

GMV Syncromatics offers an ADA-compliant annunciator system that will automate the process of announcing arrival at each stop when a transit vehicle is in service. The AVA system is fully integrated with the on-board MDT and also with each bus's existing PA and/or speaker system. Where there are not currently interior/exterior speaker systems, GMV Syncromatics proposes to install them. This system will provide a functioning PA on all buses. It is programmed remotely, and offers full text-to-speech functionality for all announcements. Additional information on the AVA can be found in the supplement.

The screenshot shows the AVA configuration interface. It includes a map view with a red line indicating a route and callouts explaining 'Approach Distance in Feet' (673ft) and 'Arrival Radius From Stop' (193ft). Below the map are sections for 'Landmark Announcements' and 'Custom Announcements'. A callout states: 'Each Stop can be individually tailored for announcing distances'. Another callout says: 'Custom stop-level announcements can be added, both for interior and exterior.' A third callout notes: 'The date toggle allows the user to preview what will be announced on specific days'. The interface includes a table for custom announcements with columns for 'Announcement Text', 'Announce Arrive Interior', 'Announce Arrive Exterior', 'Begin Date', and 'End Date'. A date toggle is visible, set to '07/31/2012'.

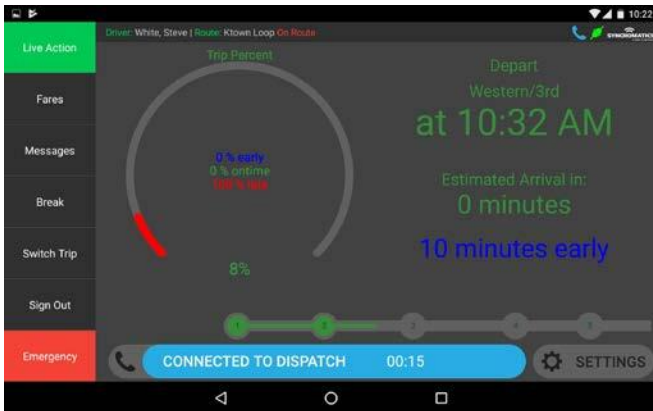
Automatic Passenger Counting System



GMV Syncromatics proposes to install the Iris IRMA Matrix APC system. We have worked extensively with most of the APC hardware manufacturers in the industry as a result of interacting with existing APC systems on clients' vehicles, and in our experience, the Iris system amongst the most reliable and accurate. Overall accuracy is dependent on a number of factors including driver interaction with the OpenMDT Plus and adherence to operating procedures such as logging in/logging out so that APC data is accurately associated with trips and stops.

This solution is composed of a networked smart sensor on each door that is wired in to the vehicle's Ethernet network via on-board router.

VOIP Radio System



Syncromatics VoiceCONNECT system provides the key functions of a two-way mobile radio system by leveraging modern Voice Over Internet Protocol (VOIP) technology. Instead of building out expensive fixed radio infrastructure and deploying special radio equipment to each vehicle, Syncromatics VoiceCONNECT provides a comprehensive voice communication solution for operators and dispatch that runs on the OpenMDT Plus, web based dispatch software, and Android mobile devices. VoiceCONNECT matches the functions of legacy radio systems, and it blazes new trails into advanced features.

Public WiFi

GMV Syncromatics offers a turnkey solution to provide Wi-Fi service to passengers and also create a secure bus network to consolidate communications and support other vehicle technology such as security cameras, voice over IP (VOIP) radios, and mobile ticketing with a single cellular connection to eliminate redundant fees. The vehicle network gateway uses one or more 4G LTE broadband data modems to connect the bus to the internet. It then splits this connection into two components: (a) unsecured public network for Wi-Fi service and (b) secure bus network for cameras, MDT connectivity, mobile ticketing, and other components. Sharing a connection saves money, while maintaining separate channels improves security and reliability.

Real-Time Passenger Information

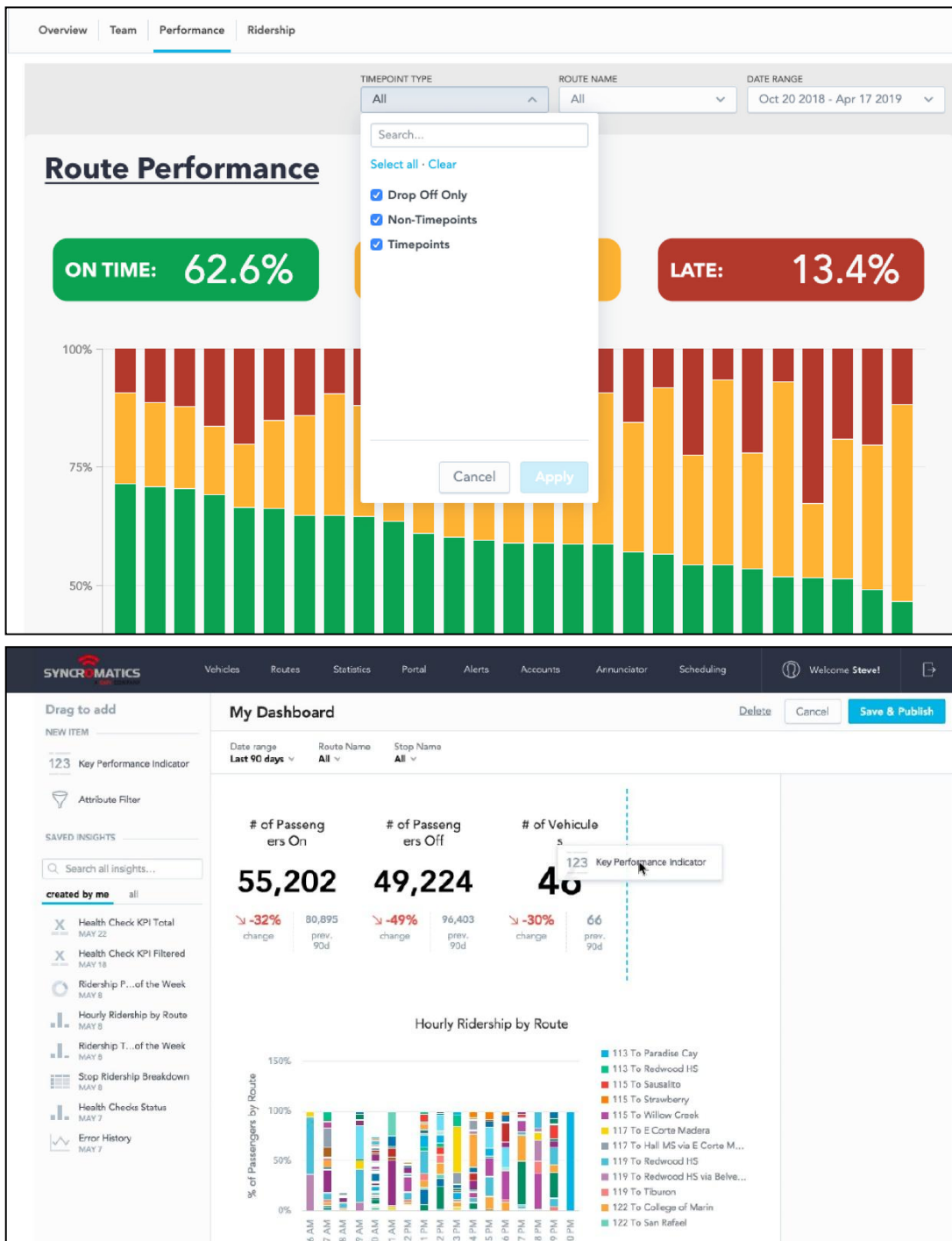


Method	Features / Sample
Smartphone App	Fully featured native app, customized for your brand (iOS, Android) Search “METROTrack” in the app store to view the app for Rock Region Metro.
Mobile Website	Mobile geo-location of stops iPhone / Android / Blackberry / Windows Phone www.thebuslive.com – see it now on a mobile device (Merced County Transit)
Desktop Website	Fully featured, optimized for larger screen. See the same URL above on a desktop device. Can also be embedded within agency website, see: http://rrmetro.org/rider/plan-your-trip/transit-trackers/find-my-bus/
SMS - Text Messaging	Arrival predictions by stop #: e.g. Text “ladot 6143” to 41411 Subscription based rider alerts customized by route/stop/day of week/time
IVR - Telephone	Call (213) 785-3858, press 0, enter stop # 6143
3rd Party Applications (Google Maps, Transit App, Proprietary Apps, etc...)	GMV Syncromatics natively produces GTFS-RT that can be uploaded directly to third parties to ensure that the client’s routes and real time arrivals are visible on Google Maps, Apple Maps and the Transit App
Digital Signage	Integration with existing signs via GTFS-RT

Insights Plus – Custom Reporting and Analytics

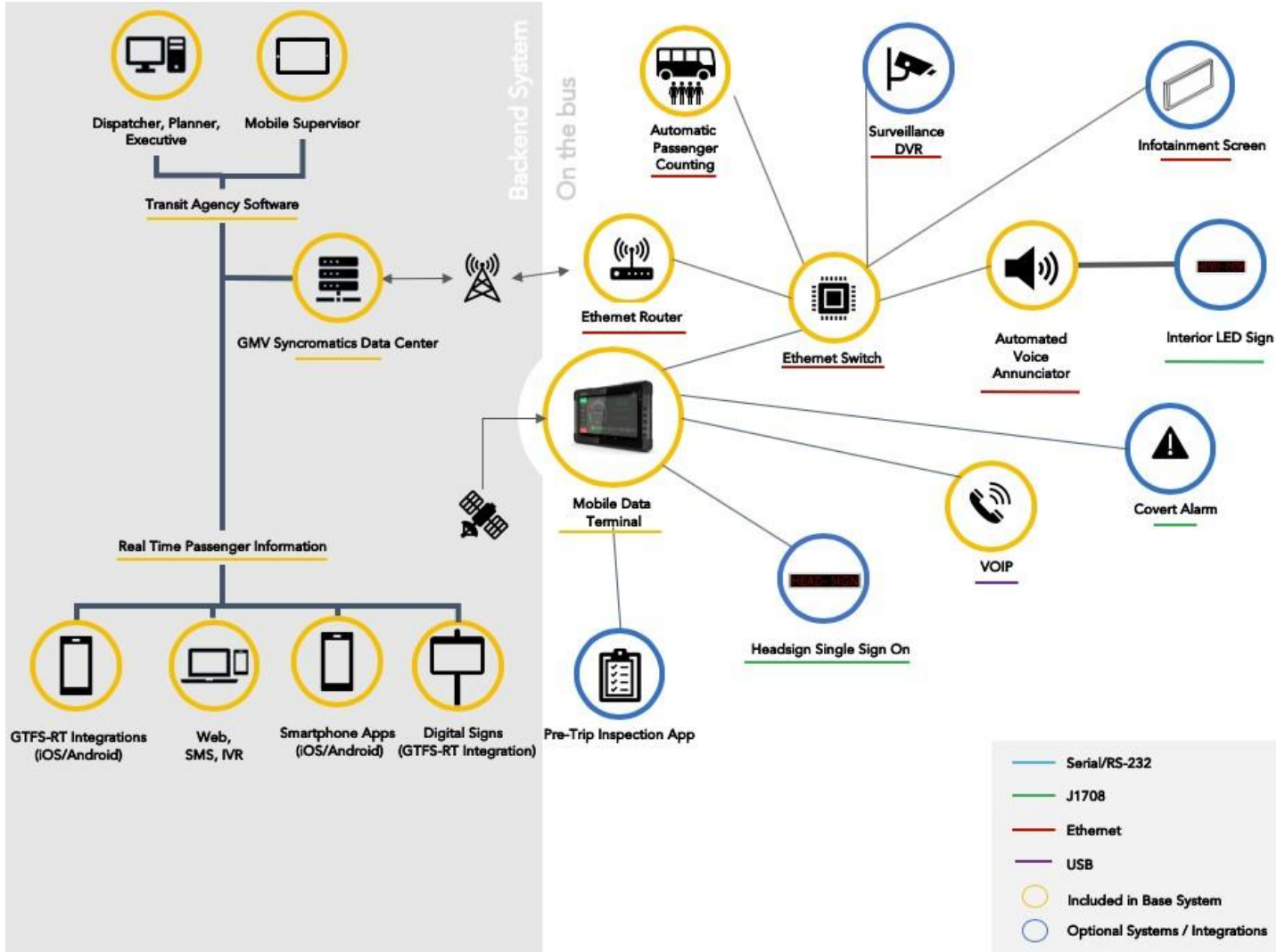
GMV Syncromatics can provide a fully integrated business intelligence platform for analysis of system data, report generation, and generating dashboards to monitor system performance. This allows you to build reports to your specifications, with complete self-service. The data can be exported in images, PDF's and CSV's. We are confident that this will fully handle any reporting requirements you have now or in the future.

This eliminates the need to pay and wait for custom report development, have specialized SQL training required for report-writers on your staff, or be locked in to a set of reports any given vendor has determined to be all you need. Further, this is another significant benefit of working with an integrator to bring your ITS portfolio under one roof – you can combine data associated with CAD/AVL, AVAS and APC all in one web-based software by default, in real-time.



System Diagram

This diagram provides an overview of the GMV Syncromatics technology on and off the bus. **Yellow highlighted items are included in the base system.** **Blue highlighted features are capabilities of the GMV Syncromatics system that are included in our proposal as optional.**



Narrative Project Schedule

Award/ Contract	<p>Upon award notification GMV Syncromatics' executive sponsor (Chris Welch), project manager (Emilee Mullin), and business development lead (Jeff Hunter) will work with the client to define the specific scope of work (SOW) for the project. This SOW will be incorporated into the contract and guide the performance of project tasks.</p>
Design Phase	<p>Once a contract is executed, GMV Syncromatics will begin the design and planning phase. The project manager will lead the technical and operations team to prepare a project binder that outlines all key tasks, documents, and procedures for the entire project. Often called the "project bible," this document will be the basis for client approval of the GMV Syncromatics plan. We will receive client feedback on our approach through a preliminary design review meeting, and then incorporate feedback into a final System Design Document. The System Design Document will be finalized at the Critical Design Review meeting. From this point, we will have a very detailed roadmap for which systems to install on which vehicles, which vehicles will operate on which routes, etc.</p>
Configure Software	<p>The GMV Syncromatics project manager will begin configuring the web-based software for client's specific operations. This work happens remotely, and regular check-ins with the client will ensure that all routes are drawn properly, stops are located properly, and all aspects of the operation are properly modeled in GMV Syncromatics software. The result of this software configuration process will be a complete "digital twin" of the client's operations loaded into GMV Syncromatics software, so that as vehicle installations are completed, vehicles can immediately "check in" with the back-end system, perform validation procedures, and be fully operational.</p>
Equipment	<p>Since our equipment is standard from project to project, we will place orders for all equipment as soon as our contract is executed so that we can work on other items during the equipment manufacturing and delivery lead time. As equipment is delivered, it will go through receiving and inspection procedures and Factory Acceptance Testing before being assigned to project inventory. Equipment will be kitted and shipped to the client site just prior to installation.</p>
Test Plan	<p>In parallel to the software configuration work, GMV Syncromatics field operations team will draft an acceptance test plan that is specific to the physical equipment and configuration on client vehicles. This ATP will be unique to each vehicle type and each unique equipment configuration. Upon client review and approval, the ATP will be reviewed with the field technicians for training.</p>
Install & Validate	<p>The installation and testing of vehicles will proceed in phases according to the project's milestone schedule. A two-person team of GMV Syncromatics staff field engineer and staff technician will install the first group of vehicles. Contractor staff will assist and observe as a training exercise. The first vehicles will undergo testing to confirm proper system function, and then we will ramp up the pace of installation for the balance of the fleet.</p>

A combination of contractor staff and GMV Syncromatics field technicians will perform installations on the remainder of the fleet. A staff of two or three teams of two technicians will do the work, and we'll need to closely coordinate with the client team to ensure vehicle availability. Most work takes place overnight when vehicles are not in service. Each two-person team will be able to complete roughly two vehicles in a day, including installation and validation procedures.

Training

As the installations reach the finish line, GMV Syncromatics project manager will conduct on-site training for client staff. Role based training will be targeted at each user's primary function and interaction with the system - drivers need to know different things than dispatchers and management.

The complete system will run for a thirty-day endurance test to confirm proper function, at which point we will complete system acceptance and transition to the operations and maintenance phase of the project.

Testing

Any software bugs or vehicle specific problems will be reported to GMV Syncromatics by client staff through the GMV Syncromatics support ticket system. An email to support@syncromatics.com will trigger an investigation, troubleshooting, and resolution to each issue. Syncromatics will provide regular reports of support ticket issues and trends for client's management team, as clusters of similar issues may be indicative of a systemic issue in the fleet or the technology.

Ongoing Operations

GMV Syncromatics' Account Executive (Jeff Hunter) will meet quarterly with client management to check in on overall system function, discuss any system modifications or upgrades, and ensure that GMV Syncromatics' executive team is fully aware of bigger picture issues at the client site that could affect the performance of our product.

This methodology has proved successful for GMV Syncromatics on similar projects in the past, but if the client prefers some modifications to this plan, we welcome client suggestions and feedback. We are happy to modify our approach to meet the needs of a specific client on a specific project.

Customer Support

- ▶ You can open a support ticket by e-mailing support@syncromatics.com or logging into our customer portal any time, day or night.
- ▶ Syncromatics has an online knowledgebase with training manuals, videos, and step by step guides to help your staff get educated, solve common problems, and ask questions when they need it.
- ▶ Need help now? Call us at 866-383-4418.
- ▶ Transit is a 24x7 operation, and so is Syncromatics. If you have a critical issue after hours, our customer support staff will get the problem fixed, fast. Our support levels are detailed further later in this section, but issues of all levels will receive a reply within one business day and Level 1 or Level 2 issues within 20 minutes.
- ▶ Support is given through email, phone, and screen share as necessary.
- ▶ Syncromatics doesn't charge extra for support, there isn't any limit, and our folks know what they're talking about. This proposal includes names, experience and roles of the team that you'll be working with.

Our response time is driven by this selection.

Support Level/Issues	Support Hours & Response Type	Response Policy
<u>Level 4</u> Software Issues and Questions not impacting vehicles	Phone, Email Self-Help Portal Available 24x7	Syncromatics will reply within one (1) business day to any Level 4 ticket submitted.
<u>Level 3</u> Issues impacting <3 vehicles Issues impacting operational tools like dispatch	Regular Business Hours: 4:00AM – 7:00PM PST M-F Phone, Email Self-Help Portal Available 24x7	Syncromatics will reply within Eight (8) hours from the time of ticket submission during regular business hours, and up to Twelve (12) hours outside regular hours.
<u>Level 2</u> Issues impacting >3 vehicles simultaneously Issues impacting more than one operational tool	24 x 7 call center Phone, Email Self-Help Portal Available 24x7	Syncromatics will reply to Level 2 tickets within 20 minutes during regular business hours and within One (1) hour outside regular hours.
<u>Level 1</u> Issues impacting all vehicles System-wide downtime preventing use of all operational tools	24 x 7 call center Phone, Email, and Portal Direct Involvement by Executives	Syncromatics will normally reply within 20 minutes to all Level 1 issues, and provides a Level 1 Escalation Policy in addition to our normal Escalation.

Process for Response Procedures

If you decide to do business with GMV Syncromatics, you are entrusting us to maintain the server infrastructure that powers your transit system online 24x7x365. This section represents our promise to you that your operations will not be interrupted and provides the remedies to which you are entitled to in the rare case that our systems are down. All support is included in the recurring maintenance fees associated with our services (technical, help desk portal, after hours, and software upgrade). There are no per-incident or hidden support charges. We do not differentiate between technical or general questions. Instead, when a customer submits a support ticket, a category will be required (Level 1-4).

Warranties

GMV Syncromatics offers a 2-year standard warranty on the OpenMDT Plus at no charge, and all other hardware with a 1-year standard warranty. We have also included in the optional pricing additional years of warranty to cover up to five years. The warranty includes parts and shipping to the customer (Ground Service except for critical communications components) in the event of a defective unit. The warranty does not cover damage found to be the result of negligence (e.g. liquids spilled on equipment). Warranties are relative to the date of installation unless otherwise specified.

RMA Timelines and Procedure

The equipment installed in your buses includes wiring diagrams and manuals. If your mechanics want to troubleshoot the issue themselves, that information is available to them anytime. Our customer portal includes vehicle health monitoring utilities that let you see details on communications health, last GPS update, and real-time status of various vehicle components. If it turns out you need replacement hardware, our customer support staff will set you up with an RMA and overnight shipping within 24-48 hours for any critical communication components. For non-communication, non-critical components, the RMA will include ground shipping. We will send you a working unit so that you can have your system back up and running immediately, rather than waiting for us to repair the current unit. The non-working unit should be returning to Syncromatics upon receipt of the replacement.

Project Approach

1. Our overall approach to Project Management is to ensure that we are communicative and collaborative throughout the deployment process. Our Project Manager is trained, experienced and empowered to make decisions on behalf of GMV Syncromatics and all parties can be confident that these decisions will be in the best interest of a successful project.
2. Cost estimates are provided on a fixed-price basis, based on GMV Syncromatics experience in what is required to deploy Intelligent Transportation Systems that have a wide variety of size and complexity. Permits, acquisitions and construction are not a concern for this project.
3. Once the project scope has been finalized in contracting, our Project Manager will bring a comprehensive draft project plan to the project kickoff meeting. Following that, feedback will be incorporated and a “project binder” will be created with a baseline project plan and project engineering. This binder will be updated frequently throughout the project and will be transparently communicated to all stakeholders throughout the project.
4. Please see Section 7
5. GMV Syncromatics’ approach to completing the scope of this proposal in a timely manner is based in experience. This is far from the first time we have deployed the systems proposed, and we know how to get it done on schedule. We will be working against the project plan and will be kept accountable by our Project Manager and agency stakeholders with regular communication between the teams. Costs are controlled by offering a fixed price proposal and not making change orders a regular practice as some of our competition does.
6. It is our experience that issues can certainly be anticipated to arise during the project. We commit to approach them the same way we do everything in the way we manage projects – in a communicative and collaborative way.
7. Quality assurance starts with proper planning and system engineering, so that’s where we start every project. Specific quality control measures in place include: Comprehensive on-site fleet survey by GMV Syncromatics engineering staff ahead of finalizing project engineering, factory acceptance testing of each system during provisioning and before shipping, installation plan approval by client maintenance staff, sign-off of each installation by client maintenance staff, software configuration validation by client project manager, operational validation of installed hardware by GMV Syncromatics field engineer. After the integrated systems have been fully validated and the system is launched to the public, GMV Syncromatics will work with SMART to go through a rigorous and pre-defined System Acceptance checklist/validation schedule to close the project.

8. Client stakeholder engagement begins with the tone that is set by the client executives and project manager. Assuming that they have communicated the need to engage with this project to all stakeholders, our Project Manager and staff have worked with a variety of personalities as stakeholders in previous projects. As in all other elements of the project, GMV Syncromatics staff will be communicative and collaborative in our stakeholder engagement. Interactions will be well documented so that progress can be tracked. While we recognize that being rigorous is important, our staff is friendly, personable and pleasant to work with. We truly enjoy seeing the benefits that our products and services can bring to transit agencies, and enjoy the opportunity to bring these benefits to agency stakeholders.

Typically, our Project Manager will establish a cadence of weekly or bi-weekly meetings with a client project staff and send out relevant email updates throughout the project. The progress against the project plan is tracked in Smartsheet, a collaborative project management tool, with full transparency. The SMART project manager will have the ability to check in on the status of any discreet project task at any point in the project, and will be able to monitor high level progression to report across all stakeholders at any time.

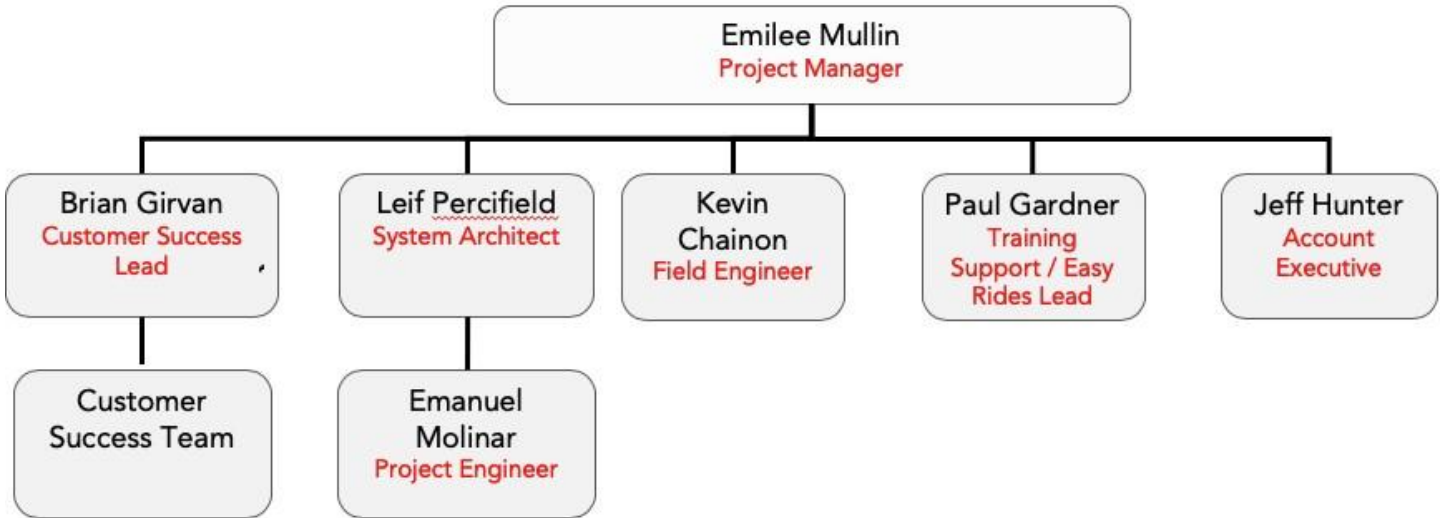
9. A list of tasks and activities has not been provided. Generally, GMV Syncromatics' deliverable on this project is a fully integrated Intelligent Transportation System that exceeds the capability described in the Scope of Work of this RFP.

10. SMART staff will be engaged for input and review of project deliverables throughout the project. This is essential for deploying an Intelligent Transportation System that works well for you. Key points of input and review by SMART staff are below:

- a. Project Plan
- b. Installation Plan
- c. System Configuration (Routes/Stops/Schedules Import)
- d. Export of current paratransit/demand response client list
- e. Real-Time Passenger Information Branding (Desktop, Mobile Apps)
- f. Staff user roles designation
- g. Installation Validation
- h. Software Configuration Validation
- i. Training
- j. System Acceptance
- k. Transition from Project team to ongoing operations points of contact

Support

All proposed members of the Project Team are employees of GMV Syncromatics and will have been on the team for more than a year, working together on transit technology projects across the US.



At a minimum, Proposers shall clearly describe the direct qualifications, experience, and training of personnel assigned to the following key roles:

<ul style="list-style-type: none"> • Project Manager: Emilee Mullin <ul style="list-style-type: none"> ○ See previous section • Project Engineer: Emanuel Molinar <ul style="list-style-type: none"> ○ See previous section • Contractual Representative: Jeff Hunter <ul style="list-style-type: none"> ○ See previous section • Hardware Lead: Leif Percifield <ul style="list-style-type: none"> ○ See previous section • Software Lead: Scott Frazier <ul style="list-style-type: none"> ○ Scott Frazier oversees our development of new products, no new development is being proposed to deliver the base scope of this project. 	<ul style="list-style-type: none"> • Installation Lead: Kevin Chainon <ul style="list-style-type: none"> ○ See previous section • Training Lead: Paul Gardner <ul style="list-style-type: none"> ○ See previous section • Documentation Lead: Emilee Mullin <ul style="list-style-type: none"> ○ See previous section • Customer Support Lead: Brian Girvan <ul style="list-style-type: none"> ○ See previous section
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Project Schedule

Considering GMV Syncromatics' current and projected workload, we propose the following timeline. Our project manager will work directly with your agency to develop a detailed project schedule, taking into account agency requirements, specific vehicle availability and replacement plans, and more. An example of such a plan is included following our narrative schedule, which will be subject to change and built with the input of SMART upon award. During the course of this project, there is no reason that SMART will need to be out of service. We will work around your service schedule to complete installations (including overnight and on weekends).

The chart below represents our current plan should the contract be awarded based on the estimated timeline, but we are flexible based on your needs and the actual date of contract award. This is a conservative schedule and has the possibility of being significantly accelerated if necessary.

	Nov 2020	Dec 2020	Jan 2020	Feb 2020	Mar 2020	Apr 2020
Notice to Proceed / Contract Award						
Kick off meeting						
Planning, Software Configuration						
Installation of Hardware						
System online for internal use and baseline data gathering						
Training and Documentation						
Public Launch						
CAD/AVL System Acceptance						
Transition to Account Management (ongoing)						

Assumptions:

Contract Signature & Notice to Proceed by November 3, 2020

Two vehicles available for installation, per scheduled installation day

Contractual Exceptions

GMV Syncromatics would like to negotiate to agreeable terms on the contractual terms below

Specification	Compliance	Notes
<p>3.3. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.</p>	<p>Exception – Will seek further clarification</p>	<p>Contractor and City shall establish a mutually accepted schedule of Progress Payments correlated to milestones or specific deliverable tasks</p>
<p>Section 12. Liquidated Damages</p>	<p>Exception – Will seek further clarification</p>	<p>To accept this, GMV Syncromatics needs to reach mutually agreeable terms with the City. Specifically, further definition of the terms included and applicable exceptions (such as delays caused by potential COVID 19 travel restrictions, for example)</p>

Requirements Exceptions

GMV Syncromatics is confident that our products and services proposed here meet or exceed the specific requirements in the RFP. Further, we believe that our products and services are the best fit available for SMART's needs despite the minor exceptions below. We caution the evaluation team to exercise substantial scrutiny if any other vendors respond to the RFP and offer no specific exceptions.

Specification	Compliance	Notes
Application for importing and editing bus stop inventory data (location, Americans with Disabilities Act (ADA) access, type of amenities at stop, etc.).	Partially Comply	Bus stops locations can be imported, but inventory data is not currently recorded. This is on GMV Syncromatics' product roadmap for 2021, but we cannot commit to a delivery date at this time.
The system shall have the ability to import a database of stops from spreadsheets (CSV, Excel, Google Sheets), including multiple characteristics such as location, amenities at stop (shelters, benches, bike racks, cart corrals, etc.), and ADA accessibility. This database includes latitudes and longitudes for geo-locating stops and other significant facilities and amenities	Partially Comply	Bus stop locations can be imported, but inventory data is not currently recorded. This is on GMV Syncromatics' product roadmap for 2021, but we cannot commit to a delivery date at this time.
The VLU's GPS receiver shall be installed as a replaceable/upgradeable card. The VLU shall compute the vehicle position, speed, and direction based on multiple positioning systems and inputs, including the GPS receiver and a secondary position system consisting of an odometer interface or other dead-reckoning device.	Exception	Fully comply based on Addendum 3. This type of hardware is unnecessary in our experience. Mileage tracking and location information are fully supported by GMV Syncromatics' proposed systems.
The VLU shall compute and update onboard vehicle position information every two (2) seconds or less, and shall provide that position information to other onboard devices as needed.	Exception	Fully comply based on Addendum 3, allowance for functional equivalence. GMV Syncromatics updates positions every 4 seconds.
The system shall indicate any vehicle that is not reporting its status and location within a configurable time period.	Exception	This time period is not configurable in the GMV Syncromatics system
All upgrades to technology, both hardware and software, should be part of the per-bus contract cost to avoid unforeseen costs in the future.	Exception	GMV Syncromatics cannot price in future, and unforeseen upgrades. We do provide nearly all software updates (including new feature releases) at no additional cost.
The MDT display shall include functionality, configured by SMART, to display different	Exception	GMV Syncromatics does not support this functionality, although is willing to explore

font, size, icons, buttons, colors, and styles on the screen The Placement and layout of information, touchscreen buttons, and the like shall be configurable.		the need for future inclusion on our Product Development Roadmap.
While in service, the MDT shall provide the operator with the ability to review the full trip information stop-by-stop and any paddle notes so they can familiarize themselves with their assignments.	Exception	GMV Syncromatics does not support this functionality, although is willing to explore the need for future inclusion on our Product Development Roadmap.
The MDT shall require the operator to send a yes/no response and acknowledgement to “response required” messages received from the central system.	Exception	This functionality is not currently supported. A “read receipt” feature will be delivered by the date of System Acceptance of this project. GMV Syncromatics is happy to collaborate with SMART to spec this feature and consider it for inclusion on our future Product Development Roadmap, but cannot commit to developing it.
The bus moving on a route (as is typical of Google or Apple maps) with turn directions.	Future Comply	GMV Syncromatics will be developing turn-by-turn functionality on the MDT within one year of the scheduled system acceptance of this project. At this stage, we are not certain if this will include a map-based feature.
Any detours. A detour will be either scheduled in advance (through the scheduling software or the dispatcher’s workstations) or defined in real-time, including the capability of showing last minute detours such as for a collision or emergency road repair.	Partially Comply	For detours in advance, the MDT will behave as it would for any other pre-defined route. We do not currently support real time changes ad-hoc detours, but are committed to deliver a feature to support this in collaboration with Cherriots.
WiF system will.... Not penetrate the outer shell of the buses.	Exception	This is not technically feasible
The VLU shall record all AVA faults and errors and display fatal error conditions during pre-check tests on the MDT.	Exception	There is currently no client-facing logging on AVA faults/errors and no display for these faults/errors. We are happy to consider this for future development.
All AVA log files shall be uploaded to the central system as part of the normal data upload and download process.	Exception	There is currently no client-facing logging on AVA faults/errors and no display for these faults/errors. We are happy to consider this for future development.
The AVA system shall include an Automatic Gain Control (AGC) circuit to automatically and independently adjust internal volume levels depending on vehicle speed or ambient noise	Exception	The hardware that we deploy does have the ability to do this, but we override it with driver control of the AVA volume (within limits set by administrators)

<p>level. Each audio announcement played using AGC shall be played at a consistent volume determined by sampling the AGC immediately prior to playing the announcement.</p>		
<p>The minimum and maximum volumes for external announcements shall include parameter settings to automatically control volume based on:</p> <ul style="list-style-type: none"> o Geographic region; and o Time of day. <p>The system shall include a minimum of five (5) geographic region and time of day volume level settings for external announcements that can be configured by the City system administrator.</p>	Exception	GMV Syncromatics does not support this feature, but is happy to consider it for future development.
<p>The AVA system shall support both English and Spanish language messages.</p>	Partially Comply	GMV Syncromatics currently supports English text to speech announcements, and will support recorded audio for Spanish language messages by the date of System Acceptance. Spanish text to speech, or translation, will be considered for future development on our Product Development Roadmap.
<p>Contractor will work with SMART, or a consultant of SMART's choosing, to provide necessary materials for marketing and outreach.</p> <p>Marketing materials shall include:</p> <ul style="list-style-type: none"> Posters or poster designs; Channel cards; Content for press release and news articles; and Promotional products. 	Partially Comply	GMV Syncromatics is happy to provide support in the development of marketing materials, specifically written content and digital assets. We cannot commit to providing physical marketing materials such as posters, channel cards or promotional products.

EXHIBIT B – Detailed Pricing for Scope of Work – Base System & Annual Service Fees

Base System				
Fixed Route CAD/AVL				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, OpenMDT Plus	28	2,950	82,600
	Installation, OpenMDT Plus	28	775	21,700
	Vehicle and System Licenses, CAD/AVL	28	610	17,080
	Project Management, Training, Documentation, Travel and Unlimited Fo	1	39,900	39,900
Total, Capital				161,280

Automated Voice Annunciator				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, AVA System	28	2,150	60,200
	Installation, Per Bus, AVA	28	710	19,880
	Vehicle and System Licenses, Web Based AVA Controller	28	525	14,700
Total, Capital				94,780

Speaker Systems for AVA				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, Interior Speaker System for AVA	4	245	980
	Installation, interior Speaker System for AVA	4	825	3,300
	Hardware, Exterior Speaker System for AVA	20	350	7,000
	Installation, Exterior Speaker System for AVA	20	510	10,200
Total, Capital				21,480

Automatic Passenger Counting System				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, APC-200 - 2 Door Bus	10	3,945	39,450
	Hardware, APC-200 - 1 Door Bus	18	2,150	38,700
	Installation, Per Bus, APC	28	740	20,720
	Vehicle and System Licenses, APC	28	460	12,880
Total, Capital				111,750

VoiceCONNECT VOIP Radio System				
LN	Item Description	Qty	Unit Cost	Subtotal
Central System				
	System and Vehicle Licenses, VOIP System	28	440	12,320
	Labor, VOIP Coverage Testing	1	4,500	4,500
	Central System Workstation Accessories, Installation, and Configuration, per workstation	2	2,500	5,000
Per Bus				
	Hardware, VOIP Onboard Components (Handset, Audio Processing)	28	840	23,520
	Installation, VOIP	28	485	13,580
Total, Capital				58,920

Vehicle Network Gateway for Public WiFi				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, Network Gateway, for Passenger WiFi <i>-- Agency should expect to procure cellular data service directly to get the best deal on 4G broadband data. Estimated cost with govt discount is \$40/bus/mo. GMV Syncromatics will work with carrier to provision devices.</i>	28	2,125	59,500
	Installation, Per Bus, Vehicle Network Gateway	28	430	12,040
Total, Capital				71,540

Real Time Passenger Information				
LN	Item Description	Qty	Unit Cost	Subtotal
	Software, Real Time Passenger Information Suite <i>-- includes desktop and mobile web application at no charge -- Includes API for Arrival Predictions at no charge -- Includes GTFS-RT feed for integration with Transit App, Google Maps, Apple Maps at no charge</i>	1	-	-
	<i>- GTFS-RT and API for 3rd party sign integration included in base annual fees</i>	1	-	-
	Agency Branded Mobile Application (iOS + Android) Development	1	14,500	14,500
Total, Capital				14,500

Insights Plus - Custom Analytics				
LN	Item Description	Qty	Unit Cost	Subtotal
	System and Vehicle Licenses, Insights Plus	1	-	-
Total, Capital				-

Spare Hardware				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, OpenMDT Plus	1	2,950	2,950
Total, Capital				2,950

Paratransit Dispatch and Scheduling - Easy Rides				
LN	Item Description	Qty	Unit Cost	Subtotal
	Vehicle and System Licenses, Easy Rides Unlimited - Google Maps Integration - Service Area Mapping - Server Hosting - Automated Vehicle Location - Electronic Driver Manifest Support - Client Credits - Web Ride Request - Complete Training Program - Custom Reports	1	5,200	5,200
	Vehicle and System Licenses, Easy Rides Electronic Driver Manifest	18	75	1,350
	Hardware, Consumer Tablet for Easy Rides Electronic Driver Manifest - Option for paratransit-dedicated vehicles - Can run Fixed Route application with VOIP as well	0	1,120	-
	Installation, Easy Rides Electronic Driver Manifest Tablet	0	610	-
Total, Capital				6,550

Total Base System	543,750
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Annual Service Fees				
Base Service Fees - Fixed Route				
LN	Item Description	Qty	Unit Cost	Subtotal
	Annual Service Fee,, Software, Cloud-hosted CAD/AVL/RTPi --Unlimited 24x7 support -- Hands on dedicated account management -- Fully hosted and redundant systems -- Unlimited training -- API Support for Integrations, Google Maps, Apple Map, and Transit App	28	710	19,880
	Annual Service Fee, Easy Rides Electronic Driver Manifest	18	65	1,170
	Annual Service Fee, Cellular Data for Fixed Route Vehicles -- For VOIP and Public WiFi - Agency should expect to procure cellular data service directly to get the best deal on 4G broadband data. Estimated cost with govt discount is \$40/bus/mo. GMV Syncromatics will work with carrier to provision devices.	0	215	-
	Annual Service Fee, Automated Voice Annunciator	28	145	4,060
	Annual Service Fee, Automatic Passenger Counting	28	135	3,780
	Annual Service Fee, Public Wi-Fi	28	185	5,180
	Annual Service Fee, VoiceConnect VOIP Radio System	28	125	3,500
	Annual Service Fee, Insights Plus	1	4,500	4,500
	Annual Service Fee, Mobile Applications	1	2,850	2,850
	Annual Service Fee, Easy Rides Dispatch and Scheduling Software - Server Hosting - Unlimited Support & Training - Software Updates - Unlimited Custom Reports	1	5,400	5,400
Total per Year (Years 1-5)				50,320

EXHIBIT C – Milestone Schedule

	1	2	3	4	5	TOTALS
	System Licenses	Hardware Delivery	Installations	Notice of Completion	System Acceptance	
Deliverable	Executed Contract	All Hardware delivered on site in preparation for installations	Installations completed on at least 90% of vehicles	Installs completed on 100% of vehicles; System in use	Customer Acceptance Period complete	
Forecast Date	11/20/2020	2/1/2021	3/31/2021	4/15/2021	4/30/2021	
Gross Amount	\$ 63,530	\$ 233,963	\$ 193,883	\$ 42,400	\$ 113,673	\$ 647,448
Retention	\$ (6,353)	\$ (23,396)	\$ (19,388)	\$ (4,240)		\$ (53,378)
	10%					
Net Milestone	\$ 57,177	\$ 210,566	\$ 174,494	\$ 38,160	\$ 113,673	\$ 594,070
MS as % of Total Year 1	10%	35%	29%	6%	19%	

EXHIBIT D – SYSTEM ACCEPTANCE CHECKLIST



SYNCROMATICS ADDENDUM – Final System Acceptance Checklist

PURPOSE: This document serves to enumerate the items required for Syncromatics to achieve Final System Acceptance. It should be noted that partial payment will be invoiced as per the Milestone Schedule accompanying the contract; Final System Acceptance typically signifies the attainment of the Final Milestone and moves this contracted project from “Deployment” to “Active.” The Agency Project Manager is to initial each box, acknowledging acceptable completion of the item.

The following sections outline the acceptance of hardware deliverables:

CAD/AVL - MDT

- Syncromatics provided twenty-eight (28) Android Mobile Data Terminals
- Syncromatics provided twenty-eight (28) Docks/Mounts for the Mobile Data Terminals
- The twenty-eight (28) Mobile Data Terminals, Docks/Mounts and directly associated equipment have been delivered and/or installed in the mutually agreed upon location.
- Syncromatics provided one (1) spare Android Mobile Data Terminal

Automated Voice Annunciator System (AVAS)

- Syncromatics provided twenty-eight (28) Automated Voice Annunciator Systems
- The twenty-eight (28) Automated Voice Annunciator Systems are installed per the Syncromatics Field Team’s “best effort” and professional judgment
- Syncromatics provided four (4) interior speakers
- The four (4) interior speakers are installed per the Syncromatics Field Team’s “best effort” and professional judgment
- Syncromatics provided twenty (20) exterior speakers
- The twenty (20) exterior speakers are installed per the Syncromatics Field Team’s “best effort” and professional judgment

Automated Passenger Counting (APC) System

- Syncromatics provided IRIS Automatic Passenger Counting Equipment for twenty-eight (28) vehicles, ten (10) two-door vehicles and eighteen (18) one-door vehicles.
- The twenty-eight (28) Passenger Counting Systems are installed per the Syncromatics Field Team’s “best effort” and professional judgment

VoiceCONNECT VOIP Radio System

- Syncromatics provided twenty-eight (28) voice radio VOIP systems.
- The twenty-eight (28) VOIP systems are installed per the Syncromatics Field Team's "best effort" and professional judgment
- Syncromatics provided and installed two (2) Central System Workstation accessories

Vehicle Network Gateway for Public WiFi

- Syncromatics provided twenty-eight (28) Vehicle Network Gateways equipped with Agency-owned SIM cards
- The twenty-eight (28) Vehicle Network Gateway systems are installed per the Syncromatics Field Team's "best effort" and professional judgment
- Syncromatics has enabled Rider WiFi on twenty-eight (28) Vehicle Network Gateways

Syncromatics Provided Smartphone App and RTPI Features

- GMV Syncromatics has delivered an agency-branded Mobile Application and it is available for download in iOS and Android app stores.
- GMV Syncromatics has delivered the RTPI Suite, including desktop and mobile web application (portal), API key for third-party integrations, and GTFS-RT feed for third-party integrations.

The following section outlines the validated functionality of the above hardware via the Syncromatics software system, TRACK:

TRACK

- At the time of System Acceptance Testing, at least 90% of active vehicles equipped with Mobile Data Terminals are connecting and providing the TRACK system with vehicle positions.
- At the time of System Acceptance Testing, at least 90% of active vehicles, having received proper sign in information from the driver, servicing the route as drawn in the Track system, are providing accurate stop times when entering the Stop Zone.
- At the time of System Acceptance Testing, at least 90% of the vehicles recording accurate Stop Times are also providing accurate Arrival Predictions in Track and on Public Portals.
- The Daily Schedule Performance Page (DSP) is populating the validly acquired Stop Times.
- At the time of System Acceptance Testing, at least 90% of the Automated Voice Annunciator Systems installed are announcing the text validly input into TRACK when proper sign in and route servicing has been executed.
- At the time of System Acceptance Testing, at least 90% of the Automated Passenger Counting systems are accurately counting passengers with a 5% margin of error when proper vehicle sign in and route servicing has been executed.
- The Smartphone App displays the basic RTPI information promised, including routes, stop and arrival predictions.
- At the time of System Acceptance Testing, Insights Plus is available for custom analytics and displays data from proper sign in and route servicing.

The following section outlines the validated functionality of the Syncromatics software system, Easy Rides:

Easy Rides

- At the time of System Acceptance Testing, Easy Rides is fully configured with service area mapping complete and all vehicles, personnel, provided addresses and clients have been imported.
- At the time of System Acceptance Testing, all client Agents with a login to Easy Rides can log into the hosted server via Remote Desktop Connection and Easy Rides.
- At the time of System Acceptance Testing, any and all Agents can perform all tasks in the Easy Rides software needed (as designated by their set roles/permissions) for daily operations and as designed in the software. This includes things like adding or editing: Addresses, Clients, Trips, Subscriptions, Route Assignments, Day Schedules, Personnel, Vehicles, Custom List Items, etc..
- At the time of System Acceptance Testing, at least 95% of active vehicles equipped with tablets are connecting and providing the Easy Rides system with vehicle positions while drivers are logged in to an assigned manifest/route on the Today schedule.
- At the time of System Acceptance Testing, the two redundant URLs used by the Easy Rides Driver app (one active and one test or backup) shall be verified to be online and fully functional.

Definitions

- “Proper Sign In and Route Servicing” means the driver or dispatcher has assigned the vehicle and driver to a run, route, and/or trip, the sign in is received by the Syncromatics system, and the vehicle then services the route and the stops in the order, and upon the route path, as defined in the Track system.
- “Best effort” is defined as the effort which Syncromatics tries to satisfy the Customer request to the best of their ability while also weighing potential cost or time resources needed for completion and recognition that some aspects of the request may be beyond Syncromatics’ control. This is solely a Syncromatics decision as to the completion of the Customer request.

If any of the previously mentioned items are not completed upon review of the system, the Customer is asked to attach an addendum to this checklist that identifies the item that is not complete, and an explanation outlining why.



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SYNCROMATICS ADDENDUM – ITS AND SYSTEM STANDARDS

PURPOSE: All Intelligent Transportation Systems require certain inputs and oversight from drivers, dispatchers, and planners to function properly, and provide good data, reliable arrival predictions, and metrics that can be used by the agency to improve operations. This document is intended to provide a listing of the recommended standards for operations so that the Agency can plan accordingly and operate the ITS system for its maximum potential and benefit. Without adherence to minimum technology, personnel and oversight, Syncromatics cannot ensure the full effectiveness of the product and features promised.

The document is organized into sections intended to make it useable and easier for the Agency to focus on particular operational areas, personnel or IT requirements.

1. Personnel

- a. **FOR ALL PERSONNEL**, Syncromatics will provide comprehensive training and documentation, in person, and in written and video format, available to all users, at any time, to support consistent and informed use of all systems.
- b. **Planner** – the Syncromatics ITS system allows for the importing of schedule data for both routes and driver assignments with the goal of helping the Agency monitor and improve its operation. As such, the Agency will need to provide data to enable the building of routes and stops and to prepare and deliver a validly formatted schedule of service (in GTFS or XLS format). It is recommended that an experienced transit planner be employed or contracted by the Agency for planning and scheduling work, or to utilize the services of a specialist using transit scheduling software. On an ongoing basis, any updates to routes and schedules will also be the responsibility of the designated planner, or other responsible Agency personnel. If Syncromatics is providing sub-contracted scheduling services to the Agency as a part of this contract, it is still necessary for the Agency Planner to work with the scheduling subcontractor to create a database of stops, routes, and trips, and work with the scheduling provider to produce an export file ready to be imported into the Syncromatics TRACK system.
- c. **Dispatcher** – the Syncromatics TRACK system provides multiple tools to assist the Agency in monitoring vehicles and drivers in their daily operations. In order to ensure that routes and schedules are being serviced as planned, a dispatcher or other Agency personnel with sufficient computer skills is highly recommended to use the TRACK system in real time, during daily operations, to monitor the Syncromatics-provided dispatching tools for such things as: accurate driver sign ins, route and schedule performance, to receive and action system alerts provided by these various tools within the Syncromatics system. For systems without an in-bus MDT (driver interface) dispatchers will be required to create assignments prior to the start of service for all vehicles and drivers.

d. Drivers – For the Syncromatics system to properly capture and assign data for reporting purposes, the Agency must provide minimally technically proficient drivers who can enter on the MDT for their assignment the following: driver identification number, route, a run/paddle number, and (optionally) trip number for the service that they are going to begin. They must also sign out at the end of their service. If the Agency would like the driver to fulfill additional duties while in service such as sending messages, going on break, counting passengers, etc., even more technical agility may be required of the drivers.

e. Maintenance – while Syncromatics strives for a high level of hardware effectiveness, consistency and durability, cellular devices and in-bus equipment are at times prone to connectivity issues and physical damage due to the rugged nature of the transit environment. Syncromatics requires that on-site maintenance, IT, or support staff with sufficient computer skills be available for preliminary device troubleshooting in the event of such issues. The nature of these efforts will be limited to checking indicator lights, re-cycling power, and reporting the status of physical systems and wiring to our support team, who will then fully action all technical issues to resolution.

2. Computer Requirements

a. The Syncromatics TRACK system can work in many computing environments, but due to the large amount of data transfer required to operate the tools and reports available, for full effectiveness, Syncromatics has the following minimum recommended system requirements:

- i. Windows 7 or higher
- ii. Processor: 1 Ghz or faster
- iii. RAM: 2GB
- iv. Free Disk Space: 16 GB
- v. Internet Download Speed: 10Mbs minimum, 30Mbs preferred
- vi. Windows Chrome, Edge or Firefox web browsers.

3. Routes and Schedules

a. As explained in part above, the building blocks of a Fixed Route ITS system are routes and their corresponding schedules. After the initial deployment, it is the responsibility of the Agency to create and maintain routes and schedules. And, most importantly, for the TRACK system to be set up for proper operation, each trip on an imported schedule file must have a stop sequence that matches that of a route already drawn in the Syncromatics system.

b. Syncromatics provides a route editor tool in the TRACK system that will allow the Agency staff to draw and update route shapes and stop locations for initial setup and as changes are needed. Syncromatics will train the Agency staff on how to use this Route creator/editor. Syncromatics expects Agency personnel to be a part of drawing the routes and setting up stops the first time as part of their training so that they can action any necessary edits autonomously for system sustainability.

c. Syncromatics also provides a schedule validator and import tool. The Agency is responsible for creating a GTFS or XLS file of its scheduled services (with or without the services of a private or sub-contracted scheduling service provider), and the validator tool will allow the Agency to analyze the file for (1) Formatting Errors, (2) Internal Disagreements (situations where, for example, consecutive trips overlap each other), and (3) Route Mismatches (situations where trips in the schedule file do not have a stop sequence that matches a route drawn in the Syncromatics TRACK system). Once validated,

the schedule import tool will allow the agency to import and set the imported schedules to begin on any future date. Syncromatics will work closely with the Agency for this first import to ensure that the schedule format is correct and adheres to industry best practices, and that the Agency staff is well trained in the schedule importing process.

d. After the initial deployment, any updates to routes or schedules during this agreement become the responsibility of the Agency.

4. Vehicle Operations

a. It is required, and the Syncromatics TRACK system is built on a platform that assumes, that all vehicles perform all trips of all routes as they are drawn in the TRACK route management setup, following the sequence of stops shared by the routes and matching schedules. Only on this basis can the ITS system properly calculate reliable arrival predictions as well as provide alerts and/or reporting of exceptions like route deviations, schedule deviations, skipping stops, missed trips, etc.

i. Arrival Predictions: When a vehicle deviates from route, public arrival predictions for the off-route vehicle will be removed from the real-time passenger information list, and instead, scheduled bus times, rather than actual real time arrival times for the off-route vehicle will be provided. This is done to prevent unhappy riders who may be unknowingly awaiting a vehicle that has deviated and will never return to route to service their stop.

ii. Stop Times: When a vehicle deviates from route, it may also prevent the Syncromatics system from recording stop times. In order for the system to record a stop time at a given stop, a vehicle needs to be travelling on route when it services that stop. And, since Stop Times are the key building block of report information, deviations from route may prevent valid data from being collected by the Syncromatics system.

1. There are many tools that Syncromatics provides to assist agencies in dealing with off-route behavior, such as the concept of a manual "Stop Area," which creates larger deviation areas for certain transfer and layover locations, and "On-Break" scenarios for drivers who deviate from route for layover, refueling, or shift change maneuvers, but the core model requires routes to be followed as drawn.

iii. Deadheads: When drivers sign in to the first trip of their service while still in a yard location, and must drive a considerable distance (> 1 mile) to the first stop of the first trip of their service, scheduled arrival predictions will be provided to passengers while the vehicle is performing that "deadhead" portion of service on its way to the first stop. Actual arrival predictions based on a real-time ETA will not be provided, because there is no route upon which the vehicle is traveling, and therefore no prediction of travel time can be provided.

iv. Passenger Counts: Valid driver assignments and proper servicing of the route, as drawn, are also required for accurate passenger counting reports in the Syncromatics TRACK system. Syncromatics will always count passengers that board and alight the vehicle, however, if the vehicle has deviated from route, or if there is no assignment information at all, passenger counts will be assigned to an "unknown stop" category. This will allow the Agency to retain all counting

statistics and improve operations in areas where drivers are deviating from route, not signing in, or picking up passengers in locations where they should not be.

5. Reports

a. Syncromatics' TRACK reports are designed both to (1) provide valuable analytical insights into the performance of the Agency's transit system and (2) provide insights into where the Agency, or its drivers and staff, are not operating as designed. Thus, at times, missing data from certain reports is not necessarily the result of a failure in the Syncromatics system, but instead an indicator of improper or incomplete service on the part of the Agency. The following is a notable example:

i. The Daily Schedule Performance (DSP) is a key reporting page used by many Agencies to track On Time Performance (OTP). Every scheduled trip in an Agency's daily service will be listed in the DSP with schedule stop times for each stop (or timepoint), for each trip. As vehicles perform their trips throughout the day, actual service times for each stop will populate beside the scheduled time in the DSP, and the stop will be color-coded as "Early," "On time," or "Late," depending on parameters set by the Agency, as well as the calculated time of deviation. In order for data to arrive on the DSP, there must be (1) Properly working and connected vehicle equipment, (2) a valid driver assignment, and (3) vehicles following the route and its stops, as drawn, in proper sequence. If these requirements are not met, the DSP may not load data, show only partial data or a message of either "Missed Trip" or "No Assignment" will appear. This does not mean that the Syncromatics system is not working. In fact, the Syncromatics DSP, by not recording data exactly as expected, is showing the dispatch and operations team where vehicle equipment is failing, drivers are not signing in as directed, or where drivers are not servicing the route or its stops as drawn. Syncromatics has, in this respect, designed the tool to provide valuable operational benefit from such missing data, and will provide training to the Agency staff in how to utilize this tool to improve operational efficiency and to ensure the reliability of hardware themselves, without the need to just open a technical support ticket.

6. Integrations

a. If Syncromatics is integrating with a pre-existing sub-system on your vehicles, it is the responsibility of the Agency to ensure that the sub-system is working effectively prior to the Syncromatics integration, and it is the sole responsibility of the Agency to maintain the effective operability of those systems not installed by Syncromatics. For example,

i. If the Agency has a pre-existing Automatic Passenger Counter (APC) system, it is expected that the APC system will be in working order, calibrated correctly, and accurately counting passengers, and Syncromatics will require evidence of this accuracy and effectiveness prior to integration. Syncromatics' responsibility to integrate with such equipment extends only to retrieving the counts provided by that system and displaying those counts in the TRACK software management portal. Should the accuracy of those counts come into question, it will be the responsibility of the Agency to show that the equipment was providing accurate data prior to the integration.

- ii. Similarly, if the agency is using the Syncromatics Automatic Vehicle Announcement System (AVAS), it is understood that any microphones, and radios running into the AVAS system, and any internal or external speakers already installed on the vehicle are in working order and will be maintained by the Agency.
- iii. This is not an exhaustive list, but merely two frequently encountered examples.

b. As it pertains to head signs/destination signs, fare boxes or other peripheral devices that require a sign in code, Syncromatics will configure the system to allow a single point of sign on, but it is the responsibility of the Agency to ensure that schedules, route names, and sign in codes are all provided consistently across all systems to ensure a seamless deployment of these integrations. Syncromatics will provide details on this in Kick Off and Training.

7. Timeline

a. All proposed timelines for this deployment are based on the final date of contracting or official notice to proceed. Any change in the date of reaching a final agreement or receiving a final notice to proceed may result in comparable or possibly greater delays in each proposed phase of the deployment and system launch.