



Release Date: January 17, 2018
Project No. RFP20180117YARTS

**Request for Proposals
for
YARTS Website Hosting, Maintenance and Support**

Notice is hereby given that proposals will be received at the Yosemite Area Regional Transportation System (YARTS) for performing all work necessary in accordance with the Requirements specified herein. Please carefully read and follow the instructions provided. Proposers are responsible for making certain their proposal is complete and is received by YARTS on or before the closing deadline.

Proposals shall be mailed or delivered to:

Merced County Association of Governments
Attn: Daisy Zaragoza, Public Program Specialist I
369 West 18th Street
Merced, CA 95340

Proposals shall be clearly marked as follows: *YARTS Website Hosting, Maintenance and Support – Submission Deadline February 21, 2018, 12:00 PM, PST.*

Proposals received after the closing deadline will be rejected.

The Merced County Association of Governments Purchasing Policy and the YARTS Procurement Manual for Federally Funded Projects is incorporated by this reference.

YARTS is not liable for any costs incurred by Proposers in responding to this Request for Proposals (RFP). Proposers are to clearly identify any information that is confidential and/or proprietary and submit a redacted copy of their proposal with the confidential and/or proprietary information. YARTS is not responsible or liable for the disclosure of any information that is not clearly labeled as confidential and/or proprietary.

Inquiries are to be directed to Daisy Zaragoza, Public Program Specialist I via email at daisy.zaragoza@mcagov.org.

In accordance with the Civil Rights Act of 1964, Proposers are hereby notified that Disadvantaged Business Enterprises (DBE) are encouraged to submit proposals and will be afforded full opportunity to submit and participate in this solicitation. The DBE contract goal for this procurement is 0.2%.

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PROPOSER'S SUBMITTAL CHECKLIST

This checklist is provided to assist Proposers with submitting a complete Proposal. Proposers are to submit Proposal as noted below and are to include this checklist with Proposal.

1. _____ Cover Letter
2. _____ Proposer's Submittal Checklist
3. _____ Table of Contents
4. _____ Tab One – Certification, Nondebarment Certification, DBE Program Bidders List Form, and Reference List
5. _____ Tab Two – Organization, Capability, and Experience
6. _____ Tab Three – Response to Requirements
7. _____ Tab Four – Project Costs

Non-submittal of any requested item may be considered non-responsive.

DEFINITIONS

Agreement – The Agreement constitutes the entire contract between YARTS and the awarded Proposer. Term may be used interchangeably with Contract.

Authorized Representative – Person who has the legal authority to enter into and sign contracts on behalf of the organization.

Closing Deadline – The last day and time the proposal must be received in the office at 369 West 18th Street, Merced, California 95340. Term may be used interchangeably with Submission Deadline.

Contract – The Contract constitutes the entire agreement between YARTS and the awarded Proposer. Term may be used interchangeably with Agreement.

SERVICE PROVIDER – The Proposer awarded the Contract derived from this RFP. Term may be used interchangeably with Contractor or Vendor.

Evaluation Committee – A committee established to review and evaluate proposals to determine the Contract award. The committee may include representatives of YARTS and its member jurisdictions.

MCAG – Merced County Association of Governments, a Joint Powers Authority, established under California Government Code Section 6500 et seq.

Proposer/Respondent – A person, partnership, firm, or corporation submitting a proposal with the intention of obtaining an YARTS contract.

Subcontractor(s) – Any person, entity or organization, to which SERVICE PROVIDER or YARTS has delegated any of its obligations hereunder.

YARTS – Yosemite Area Regional Transportation System, a California Joint Powers Authority and an affiliate agency of the Merced County Association of Governments.

SECTION I – GENERAL INFORMATION

1.1 PURPOSE AND BASIS OF AWARD

YARTS is seeking proposals from a qualified service provider to provide website hosting, ongoing maintenance, and website support.

YARTS intends to use the results of this RFP to award a contract to the responsive and responsible Proposer as evaluated per Section IV of this RFP.

1.2 AGENCY INFORMATION/BACKGROUND

The Yosemite Area Regional Transportation System (YARTS) is a public transit service that is provided along the Highway 140 corridor from Merced and Mariposa counties to Yosemite Valley; along the Highway 395 and 120 East corridors from Mammoth Lakes, June Lake, Lee Vining, in Mono County, through Tioga Pass to Tuolumne Meadows and Yosemite Valley; on Hwy 120 N through Sonora and Groveland to Yosemite Valley and on Hwy 41 from Fresno through Coarsegold and Oakhurst to Yosemite Valley.

YARTS is a Joint Powers Authority whose members are Merced, Mariposa and Mono Counties. The six-member YARTS Board of Directors is made up of two elected Supervisors from each of the three-member counties. Four additional non-voting members participate on the YARTS board. The non-voting members consist of one elected official from Madera County, one elected official from Tuolumne county, and two elected officials from Fresno County. YARTS is administered and managed, under contract, by the Merced County Association of Governments.

In 2014, YARTS redeveloped its website to include interactive maps, schedules, and fares, as well as defined pages such as travel tips, ideas, visitor galleries, links to Board actions and documents. YARTS' current SERVICE PROVIDER provides website hosting and maintenance. The current contract ends April 30, 2018, and YARTS is soliciting proposals for uninterrupted continued website hosting and maintenance to begin May 1, 2018.

1.3 PROJECT DURATION

The contract term is anticipated to commence May 1, 2018 and end May 1, 2021, and is contingent upon available funding and successful performance.

The contract may be extended by YARTS for up to two (2) additional 1-year terms as negotiated and agreed upon by SERVICE PROVIDER and YARTS prior to both parties signing the Agreement, and is based on available funding and successful performance.

1.4 RFP SCHEDULED ACTIVITIES

To the extent achievable, the following schedule shall be used for the procurement process. YARTS reserves the right to modify the dates below as necessary.

a. RFP Distributed	January 17, 2018
b. Questions/Clarifications due by	January 29, 2018, 12:00 PM, PST
c. Addendum(s) and Responses posted by	January 31, 2018
d. Deadline to Submit Proposal	February 21, 2018, 12:00 PM, PST
e. Evaluations/Selection	Week of February 26, 2018
f. Interviews (if needed)	Week of February 26, 2018
g. Notice of Intent to Award	March 5, 2018
h. YARTS JPA Board Approval	April 9, 2018
i. Notice of Award	April 10, 2018
j. Contract Negotiations and Execution	April 2018
k. Notice to Proceed/Start of Service	May 1, 2018

1.5 QUESTIONS, CLARIFICATIONS AND/OR REVISIONS

Proposers are expected to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions or deficiencies they have concerning this RFP via email to daisy.zaragoza@mcagov.org no later than 12:00 PM PST, January 29, 2018.

If the Proposer fails to notify YARTS of any condition stated above that reasonably should have been known to the Proposer, and if a contract is awarded to that Proposer, the Proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

Revisions to this RFP will be made only by official addendum issued by YARTS. Addenda will be posted by January 31, 2018. Proposers are responsible for checking the website for addenda prior to submitting their proposal. Failure to acknowledge addenda may disqualify a Proposal. As such, Proposers are advised to review the website prior to the close of this RFP at <http://www.mcagov.org/bids.aspx>. Proposers are encouraged to sign up for "Notify Me" on the website to receive emails, or a text, when items are posted relevant to RFP's.

Responses or clarifications that may not cause revision to the RFP may be issued by YARTS as a response memo. Memos will be posted by January 31, 2018. Proposers are responsible for checking the website for responses or clarifications at <http://www.mcagov.org/bids.aspx>.

1.6 WITHDRAWAL OF PROPOSALS

Proposals shall be irrevocable unless withdrawn prior to the closing deadline. Proposers may withdraw a Proposal, in writing, at any time up to the closing deadline. A written withdrawal notice must be received by YARTS at 369 W. 18th Street, Merced, California, 95340. The notice must be signed by an authorized representative. If a previously submitted Proposal is withdrawn before the closing deadline, the Proposer may submit another proposal at any time up to the closing deadline.

1.7 PROTEST PROCEDURES

Notice of intent to protest must be made in writing and conform to the requirements of YARTS Protest Procedures, included herein on page 22.

1.8 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, shall be rejected.

1.9 RIGHT TO REJECT OR ACCEPT PROPOSALS AND RIGHT TO CANCEL

YARTS reserves the right to reject any or all Proposals or any part thereof, or to waive any informalities or minor irregularities in the Proposals, and to make an award on the basis of suitability, quality of service to be provided, and ability to perform the Requirements. YARTS also reserves the right to cancel this RFP in part or in its entirety.

SECTION II – REQUIREMENTS

GENERAL

As previously mentioned in Section I of this RFP, YARTS is seeking proposals from qualified service providers to provide website hosting, ongoing maintenance, and website support.

SCOPE OF WORK

YARTS has identified the following Project Tasks. The following should be described in specific detail and explain how each of the tasks will be prepared.

Website Hosting

- SERVICE PROVIDER shall provide website hosting with proactive updates of the WordPress CMS as well as updates of plugins as appropriate.
- YARTS website traffic has increased substantially since the re-design of yarts.com. SERVICE PROVIDER shall monitor traffic and provide YARTS staff with Google Analytics reports on a monthly basis.
- SERVICE PROVIDER shall host the interactive map at map.yarts.com, with a layer of trailheads and trips with proximity to a transit stop.

Ongoing Maintenance

- On occasion, due to time constraints at the agency or the evolving standards and practices of web development, YARTS may require on-call content and development support. Such activities will be billed at an hourly rate, and advance estimates of time required for various tasks may be requested by the agency.
- SERVICE PROVIDER shall update and upload schedules (timetables) on the website at 2x per year.
- SERVICE PROVIDER shall update GTFS system and submit updates to Google Transit, as needed.

Website Support

- SERVICE PROVIDER shall propose a flat-fee for unlimited support for the yarts.com website. Answers to all queries will be provided within three (3) days (unless stated as an Emergency Support request by YARTS staff) and training sessions for all YARTS staff will be provided as necessary. No limits will be placed on the quantity of support requests or training.

Emergency Support

- SERVICE PROVIDER shall propose a flat rate for any additional support not mentioned above (for example: occasionally, when MCAG's IT Service Provider makes changes to the server, there is a need to reconfigure IP addresses and programs to sync the YARTS website. This cost should reflect "worst-case" scenario issues that may need to be addressed within 24 hours.

SECTION III – SUBMITTALS

3.1 GENERAL INSTRUCTIONS

This section describes the required Proposal format and content. The Proposal must contain the requested information organized by the prescribed sections. Each Proposer shall submit a complete Proposal, providing all information requested with a complete description of the project plan. Failure to follow the prescribed format may result in rejection of the Proposal.

A Proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A Proposal may be rejected if any such defect or irregularity constitutes a material deviation from the submittal requirements. Proposals submitted under improperly marked covers may be rejected. If discrepancies are found within the Proposal, the Proposal may be rejected.

Proposals must be typed with a minimum font size 11 and submitted on standard 8 ½” by 11” paper. Each page must be clearly and consecutively numbered. All Proposals must be submitted in the name of the legal entity or authorized agency.

3.2 SUBMITTAL PACKAGE

Proposers must submit in a sealed package three (3) paper copies, and one (1) electronic copy on CD, DVD or flash drive in PDF format, of all materials required for acceptance of their Proposal by the Proposal deadline - 12:00 PM, PST, February 21, 2018 to:

Merced County Association of Governments
Attn: Daisy Zaragoza, Public Program Specialist I
369 West 18th Street
Merced, CA 95340

All Proposals must be signed by an authorized representative and received by YARTS by the closing deadline. Late Proposals will be rejected. Receipt of the Proposal by the U.S. mail system does not constitute receipt of the Proposal by YARTS. YARTS will not accept facsimile or email submitted Proposals. All Proposals must be packaged, sealed, and show the following information on the outside of the package:

1. Proposer's Name and Address
2. YARTS Website Hosting, Maintenance and Support – Submission Deadline 12:00 PM, PST, February 21, 2018.

3.3 COVER LETTER AND PROPOSER INFORMATION

A one (1) page cover letter shall be submitted and include the Proposer's contact information and will specify the authorized representative. The person authorized by the firm to negotiate a contract with YARTS shall sign the cover letter. Include the name, phone number, fax number and e-mail address of a contact person for the Service Provider selection process. Proposers shall include a statement certifying YARTS's insurance requirements will be met as noted in Section Five of the Sample Agreement; RFP pages 24-25.

3.4 TABLE OF CONTENTS

Using the Submittal Checklist provided on page 3, the Proposer shall provide a Table of Contents listing proposal contents by page number.

3.5 REQUIRED SUBMITTAL OF CERTIFICATIONS AND REFERENCES (TAB ONE)

- 1) Certification, (noting any addenda – if applicable);
- 2) Nondebarment Certification and Other Responsibility Matters;
- 3) Disadvantaged Business Enterprise Bidders List Form and,
- 4) Reference List

RFP Certifications must be signed by the person in the Proposer's organization who is responsible for the decision as to the prices being offered or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide this form/information with a submittal may disqualify the Proposal.

ALL Proposers ***must*** complete a Disadvantaged Business Enterprise (DBE) Bidders List form regardless of DBE status.

Proposer must supply three references to which similar services have been provided. If contacted, all references must verify that a high level of satisfaction was provided.

3.6 ORGANIZATION, CAPABILITY, AND EXPERIENCE (TAB TWO)

Provide a concise statement covering the history of your organization under current and any prior names (include number of years in business under each name), your major projects or activities both in general and similar to the subject of the proposal, and why your agency is best suited to fulfill the Scope of Work in Section II - Requirements of this RFP. The section should clearly state the unique qualifications which the Proposer believes it possesses to meet the goals and objectives of the Scope of Work in Section II - Requirements. This section should contain the following information:

1. Present organizational structure and current operations;
2. Experience providing similar service that demonstrates your organization's capability in providing the services described in your proposal; and
3. Resumes/work histories of key personnel to be assigned to this project, including any management and technical staff (internal or external). Additionally, details of the positions and the number of employees assigned to each position will be required.

3.7 RESPONSE TO REQUIREMENTS (TAB THREE)

Proposers are to describe how the Scope of Work in Section II - Requirements will be met. Proposers should describe response in sufficient detail to enable evaluators in knowing what is anticipated at every stage and to make a judgment as to the probable success of the proposed effort.

Proposers shall provide, a clear and concise description of the services to be provided and activities to be undertaken as a means of reaching the objectives in the Scope of Work in Section II – Requirements.

3.8 PROJECT COSTS (TAB FOUR)

Proposer shall provide a project cost summary for the initial term based on the proposed labor, materials, tasks, activities, deliverables, and any other project related costs. Total costs shall be itemized and submitted in a manner deemed most appropriate by Proposer.

In addition, Proposers shall complete the maintenance and hosting cost table located on page 12 of this RFP. The cost table must be completed and submitted with proposals. Proposers will list staff positions that will be assigned to each task described in Section II – Requirements and their rates, as well an annual cost for services.

Proposer's total cost shall match the amount to be submitted on the Certification form located on page 15 of this RFP.

Maintenance & Hosting Cost Table

Task	Rate	Annual Time Estimate	Total Cost
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Website Hosting

Staff:

Ongoing Maintenance

Staff:

Website Support

Staff:

Emergency Support

Staff:

SECTION IV – EVALUATION AND SELECTION PROCESS

4.1 BASIS OF AWARD

YARTS intends to make an award to the responsive and responsible Proposer whose proposal is most advantageous to YARTS. Accordingly, YARTS may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest price proposal if doing so would not be in the overall best interest of YARTS.

4.2 RIGHT TO REJECT PROPOSALS

YARTS reserves the right to reject any or all Proposals or any part thereof.

4.3 WAIVER OF IRREGULARITIES

YARTS reserves the right to waive any informalities or minor irregularities in the Proposals and to make an award on the basis of suitability, quality of services to be provided, and ability to perform the Requirements.

4.4 EVALUATION

Proposals will be evaluated by a selection committee based on the evaluation criteria outlined in Section 4.5. Proposers who best demonstrate the ability to deliver quality work on schedule consistent with the requirements of this RFP may be invited to interview. However, YARTS reserves the right to make a final selection without an interview.

4.5 EVALUATION CRITERIA

Proposals will undergo an initial administrative review prior to evaluation. Any Proposal which fails to meet the submission requirements may be considered non-responsive and may be rejected.

Proposals will be evaluated on a maximum point scale of 100 as follows:

Proposal Evaluation Criteria	Possible Points
Technical Capacity	60
Cost Efficiency	25
Experience in Providing Similar Services	15
Total	100

4.6 INTERVIEW PRESENTATION

Top scoring Proposer(s) may be asked to participate in an interview. The Proposer's original response cannot be changed in any aspect at the interview presentation. Proposer(s) will be advised as to the time and place for such presentations and they should be prepared to discuss all aspects of their Proposal.

4.7 NEGOTIATIONS

YARTS reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest-ranking Proposer, the agency may choose to negotiate a contract with the next highest ranking Proposer, etc.

CERTIFICATION

To: Yosemite Area Regional Transportation System
Attn: Transit Director
369 West 18th Street
Merced, CA 95340

Re: YARTS Website Hosting, Maintenance and Support – Project No. RFP20180117YARTS

In compliance with the submittal requirements of which this Certification is a part, the undersigned proposes to furnish all services for the costs presented in Proposal Cost of the enclosed submittal package.

Total Cost \$_____ May 1, 2018 to May 1, 2021

The undersigned acknowledges receipt of the following addenda to the RFP:

Addendum or Memorandum No. _____, dated _____
Addendum or Memorandum No. _____, dated _____
Addendum or Memorandum No. _____, dated _____



I am the authorized representative with authority to sign this certification and agree that:

1. The Response has been arrived at by the Proposer independently and has been submitted without collusion, and without any agreement, understanding, or planned common course of action, with any other party which would obstruct fair and open competition;
2. The Proposer is legally entitled to enter into contract with YARTS and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of state and federal law;
3. The Proposer is willing to provide certifications and assurances in compliance with Third Party Contract Clauses; and
4. The Proposer is fully informed regarding the accuracy of the above statements.

(CONTINUED ON NEXT PAGE)

CERTIFICATION (CONTINUED)

NOTICE

Any agreement or collusion among Proposers or prospective Proposers which restrain, tend to restrain, or is reasonably calculated to restrain competition by agreement to respond, or to refrain from responding, or otherwise, is prohibited.

Name of Individual, Partnership, or Corporation

Address

Authorized Person (Print or Type)

Authorized Signature

Title of Authorized Person

Date

Email Address of Authorized Person

YARTS USE ONLY

Contracting Officer (Print or Type)

Authorized Signature

Title of Contracting Officer

Date of Award

NONDEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

Instructions for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(CONTINUED ON NEXT PAGE)

NONDEBARMENT CERTIFICATION (CONTINUED)

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Authorized Representative: _____ Date: _____

Name/Title: _____

Name of Organization/Business: _____

DBE PROGRAM BIDDERS LIST FORM



YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM

369 W. 18th Street, Merced, CA 95340 ■ Phone: (209) 723-3153 ■ FAX: (209) 723-0322 ■ www.yosemite.com/yarts

Yosemite Area Regional Transportation System (YARTS) receives Department of Transportation (DOT), Federal Transit Administration (FTA) federal financial assistance passed through Merced County Association of Governments (YARTS). YARTS as a **designated recipient** of Department of Transportation (DOT) federal financial assistance funding is required to: 1) Create and maintain a comprehensive DBE bidders List {49 CFR Part 26.11(c)}; and 2) Monitor **subrecipient** DBE compliance.

The Bidders List Form will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs participation in contracting opportunities for YARTS and subrecipients. This information will assist with establishing YARTS's triennial DBE goal. Each Bidders List is a compilation of data on bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific acquisition.

Certified DBE's must be verifiable and currently listed on the following website to be considered a certified DBE:

http://www.dot.ca.gov/hq/bep/find_certified.htm

Providing the following information is mandatory regardless of DBE status:

PART A: BUSINESS DATA

1. Business Name: _____

2. Business Address: _____
Street City State Zip

3. County Business is located in: _____

4. Name of Contact Person: _____

5. Phone: () _____ 6. Fax: () _____

7. Email address: _____

8. Is this business a certified Disadvantaged Business Enterprise (DBE)? a. Yes * b. No

*If "yes", YARTS will verify via the following website: http://www.dot.ca.gov/hq/bep/find_certified.htm

9. Business Annual Gross Receipts:

- a. Less than \$500,000 b. \$500,000 to \$1,000,000 c. \$1,000,000 to \$2,000,000 d. \$2,000,000 to \$5,000,000 e. Over \$5,000,000

10. Age of Business: _____ Years _____ Months

(continued on next page)

DBE PROGRAM BIDDERS LIST FORM (CONTINUED)

PART B: PROJECT AND WORK DESCRIPTION

11. RFQ, RFP, OR IFB#: _____

12. Project Name: _____

13. Provide a brief description of scope of work, services, and/or materials to be performed/furnished: _____

14. Will you subcontract any of your work? a. Yes * b. No

*** If "yes", subcontractor(s) also required to complete the mandatory Bidders List Form, regardless of DBE status**

PART C: SIGNATURE

The undersigned declares that the information set forth on this page is current, complete, and accurate.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title : _____

REFERENCE LIST

Complete and return with the submittal package. Three references required.

REFERENCE NO. 1 - AGENCY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

SERVICE DESCRIPTION: _____

CONTRACT DATE & AMOUNT: _____

REFERENCE NO. 2 - AGENCY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

SERVICE DESCRIPTION: _____

CONTRACT DATE & AMOUNT: _____

REFERENCE NO. 3 - AGENCY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

SERVICE DESCRIPTION: _____

CONTRACT DATE & AMOUNT: _____

PROTEST PROCEDURES

All protests shall reference the name of the project or procurement in question and the contract, bid or proposal reference number. Failure to comply with the time requirements specified below shall constitute grounds for YARTS to deny the protest without further consideration.

Pre-Award Protest Procedures

Any bidder or proposer who has submitted a bid or proposal to YARTS may file a protest of YARTS's intent to award a contract provided that:

1. The bid or proposal protest is in writing;
2. The bid or proposal protest is signed by the protestor or an individual legally entitled to act on his or her behalf;
3. The bid or proposal protest is received by YARTS Transit Director not more than five (5) business days following the date of issuance of YARTS's Intent to Award the Contract; and
4. The bid or proposal protest sets forth, in detail, a statement of the reason(s) for the protest, all facts and documentation supporting the protest, and legal authorities and argument in support of the grounds for the protest. Any grounds for protest not identified in the pre-award protest are waived.

Protests of YARTS's Intent to Award must be personally delivered or sent by U.S. mail, postage prepaid, to:

YARTS Transit Director
Yosemite Area Regional Transportation System
369 W. 18th Street
Merced, CA 95340

With Copy to:
Executive Director
Yosemite Area Regional Transportation System
369 W. 18th Street
Merced, CA 95340

With Copy to:
General Counsel, Haden Law Office
2241 N Street
Merced, CA 95340

Any protest not conforming with the foregoing shall be rejected by YARTS as invalid. Provided that the protest is filed in strict conformity with the foregoing, YARTS's Transit Director shall review and evaluate the basis for the bid or proposal protest. The YARTS Transit Director shall provide the protestor with a written statement concurring with or denying the protest. The written decision will then be provided to the protestor.

Use of the above procedures shall be a condition precedent to use of the post-award protest procedures detailed below and/or the institution of any legal or equitable proceedings relative to the bid or proposal. In the event that any such legal or equitable proceedings are instituted and YARTS is named as a party thereto, the prevailing party(ies) shall be entitled to recover all attorney's fees and costs incurred in connection with the proceeding.

Post-Award Protest Procedures

Within five (5) business days of the contract being awarded, a bidder or proposer who has complied with the pre-award protest procedures detailed above may file a post-award protest. The post-award protest must:

1. Be in writing;
2. Be signed and dated by the bidder/proposer or someone legally entitled to act on his or her behalf; and
3. Include a detailed statement of the reason for the post-award protest and all facts and documentation supporting the bidder or proposer’s position, including any legal authorities or argument.

Post-award protests must be personally delivered or sent by U.S. mail, postage prepaid, to:

YARTS Transit Director
Yosemite Area Regional Transportation System
369 W. 18th Street
Merced, CA 95340

With Copy to:
Executive Director
Yosemite Area Regional Transportation System
369 W. 18th Street
Merced, CA 95340

With Copy to:
General Counsel, Haden Law Office
2241 N Street
Merced, CA 95340

Failure to file a request for a pre-award protest shall constitute grounds for YARTS to deny the protest without further consideration of the grounds stated therein. Any grounds for protest that could have been, but were not, identified in the pre-award protest are deemed waived and will not be considered.

Provided that the protest is filed in strict conformity with the foregoing, YARTS’s Executive Director or his or her designee shall review and evaluate the basis for the bid or proposal protest, together with the written statement issued by YARTS’s Transit Director. YARTS’s Executive Director or his or her designee shall issue a written statement concurring with or denying the protest.

Use of the above procedures shall be a condition precedent to the institution of any legal or equitable proceedings relative to the bid or proposal. In the event that any such legal or equitable proceedings are instituted and YARTS is named as a party thereto, the prevailing party(ies) shall be entitled to recover all attorney’s fees and costs incurred in connection with the proceeding.

THIS IS A PROTOTYPE ONLY AND IS SUBJECT TO NEGOTIATIONS AND CHANGES

SAMPLE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of May 2018 by and between Yosemite Area Regional Transportation System, a California joint powers authority within the meaning of Government Code § 6500 et seq (hereinafter referred to as "YARTS"), and *To Be Determined*, (hereinafter referred to as "SERVICE PROVIDER").

It is agreed between the parties that:

Section One – Scope of Work

SERVICE PROVIDER agrees to perform all work necessary to complete, in a manner satisfactory to YARTS, those items described in Exhibit A – Scope of Work and incorporated herein by this reference as if set forth in full.

Section Two – Notice to Proceed

YARTS shall serve an email notice to proceed upon full execution of this Agreement. Upon receipt of such notice, SERVICE PROVIDER shall diligently proceed with the work authorized and complete it within the agreed time period.

Section Three – Term

SERVICE PROVIDER shall commence work May 1, 2018. SERVICE PROVIDER shall complete the performance of its obligations under this Agreement by May 1, 2021.

The contract may be extended by YARTS for up to two (2) additional 1-year terms as negotiated and agreed upon by SERVICE PROVIDER and YARTS prior to both parties signing the Agreement, and is based on available funding and successful performance.

Section Four – Compensation

For services performed pursuant to this Agreement, YARTS agrees to pay and SERVICE PROVIDER agrees to accept as payment in full, the amounts as identified on the cost summary provided in Exhibit B. SERVICE PROVIDER shall be reimbursed no later than thirty (30) days following submission of a written, task detailed, acceptable billing to YARTS. Written billing must include details of tasks and/or work completed relevant to billing payment request.

Section Five – Insurance

SERVICE PROVIDER shall, for the duration of this Agreement, purchase and maintain insurance to protect against loss resulting from the performance of its duties under this Agreement. Said insurance coverage shall comply with the following minimum requirements:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If the Commercial General Liability Form or any other policy with a general aggregate limit is used, either the aggregate limit shall be

endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.

- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Professional Liability or Errors and Omissions Insurance: \$1,000,000.

Original certificates of such insurance shall be filed with YARTS. Said certificates shall evidence coverage through the term of this Agreement and shall name YARTS as an additional insured. Modifications to insurance requirements must be approved by YARTS in writing. SERVICE PROVIDER is responsible for providing YARTS updated insurance documents annually.

SERVICE PROVIDER shall maintain worker's compensation coverage sufficient to comply with statutory requirements and limits as required by the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against YARTS.

Section Six – Changes to Scope

YARTS may at any time, and upon a minimum of ten (10) days written notice, modify within the scope of basic services to be provided under this Agreement. SERVICE PROVIDER shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify YARTS in writing. Upon agreement between YARTS and SERVICE PROVIDER as to the extent of said impacts on time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by YARTS and SERVICE PROVIDER shall constitute the SERVICE PROVIDER's notice to proceed with the changed scope.

Section Seven – Compliance with Laws, Rules, and Regulations

All services performed by SERVICE PROVIDER pursuant to this Agreement shall be undertaken with usual and customary professional care to be performed in accordance and full compliance with all applicable federal, state or city statutes, and any rules or regulations promulgated thereunder. All Exhibits referred to in this Agreement are hereby incorporated by this reference.

Section Eight – Responsibility of SERVICE PROVIDER

By executing this Agreement, SERVICE PROVIDER warrants to YARTS that it possesses, or will arrange to secure from others, all of the necessary professional services and resources and facilities to provide YARTS with the services contemplated under this Agreement. SERVICE PROVIDER further warrants that it will follow the best current, generally accepted practice of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement.

Section Nine – Responsibility of YARTS

To the extent appropriate to the Project contemplated by this Agreement, YARTS shall:

- A. Assist SERVICE PROVIDER by placing at its disposal all available information pertinent to the project.

- B. Examine all studies, reports, proposals and other documents presented by SERVICE PROVIDER, and render verbally or in writing, as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of SERVICE PROVIDER.
- C. The Assistant Transit Manager, or designee, will act as YARTS's representative with respect to all work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define YARTS's policies and decisions with respect to materials, equipment, elements and systems pertinent to SERVICE PROVIDER's services.

Section 10 – Termination for Convenience of YARTS

YARTS may terminate this Agreement, with or without cause, at any time by giving SERVICE PROVIDER ten (10) days written notice of such termination. If this Agreement is terminated by YARTS as provided herein, SERVICE PROVIDER shall be paid a total amount that is the ratio of completed tasks to total services as determined by YARTS, less payments already made under this Agreement. This proration shall be extended to cover any fixed fee charged for a fully completed product. Upon termination, SERVICE PROVIDER will give YARTS all of its work product.

Section 11 – Interest of Officials and SERVICE PROVIDER

- A. No member of or delegate to the Congress of the United States of America nor any Resident Commissioner shall be admitted to any share or part hereof or to any benefits to arise herefrom.
- B. SERVICE PROVIDER hereby covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. SERVICE PROVIDER further covenants that in the performance of this work, no person having any such interest shall be employed.

Section 12 – Subcontracting

- A. SERVICE PROVIDER shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of YARTS.
- B. All subcontracts shall be subject to the provisions contained in this Agreement between YARTS and SERVICE PROVIDER.
- C. If the subcontractor is a Disadvantaged Business Enterprise, prompt payment and return of retainage requirements apply, as referenced in 49 CFR 26.29. SERVICE PROVIDER will provide payment records upon YARTS's request.

Section 13 – Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of any successors or assigns.

Section 14 – Independent SERVICE PROVIDER

YARTS and SERVICE PROVIDER agree that SERVICE PROVIDER is an independent SERVICE PROVIDER. SERVICE PROVIDER shall be solely responsible for the conduct and control of the work performed under this Agreement. SERVICE PROVIDER shall be free to render services to others during the term of this

Agreement so long as such activities do not interfere with or diminish SERVICE PROVIDER's ability to fulfill the obligations established herein to YARTS.

Section 15 – Dispute Resolution, Attorney Fees, Jurisdiction, and Venue

In any action, suit or proceeding arising out of or in any way connected with the performance of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law relating to this Agreement or any litigation or arbitration arising out of this Agreement shall be interpreted pursuant to California law, subject to the jurisdiction of the Superior Court of California, and venued in the County of Merced. SERVICE PROVIDER expressly waives federal jurisdiction.

Section 16 – Publication

No reports relating to this work shall be published by SERVICE PROVIDER without written permission of YARTS.

Section 17 – Indemnification

SERVICE PROVIDER shall indemnify and defend YARTS and hold it harmless from and against any and all claims, demands, or liability arising out of or in any way connected with the performance of this Agreement. Indemnity shall apply to any acts, omissions, willful misconduct, or negligent conduct, whether active or passive, unless liability is caused solely by the negligent or willful misconduct of YARTS. SERVICE PROVIDER will, on request and at its own expense, defend any action, suit, or proceeding arising hereunder and shall reimburse and pay YARTS for any loss, cost, damage, or expense, including attorney's fees suffered by it hereunder.

Section 18 – Ownership of Documents

All documents, methodological explanations, computer programs, drawings, designs and reports generated as a result of work on this Agreement shall be the property of YARTS.

Section 19 – Documentation/Access to Records

SERVICE PROVIDER shall document the results of the work with each billing, to the satisfaction of YARTS. Such documentation shall include a progress summary, listing attainment of Agreement objectives. SERVICE PROVIDER shall work with YARTS to ensure that all paperwork requirements are met.

SERVICE PROVIDER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment to SERVICE PROVIDER. Such materials shall be available for inspection by authorized representatives of YARTS, or the copies thereof shall be furnished if requested. The FTA, FHWA, Comptroller General of the United States, or any authorized representative, shall have access to any books, documents, papers and records of the SERVICE PROVIDER, which are directly pertinent to that specific Agreement, for the purpose of making audit, examination, excerpt and transcriptions.

Section 20 – Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- A. To YARTS: Assistant Transit Manager
Yosemite Area Regional Transportation System
369 W. 18th Street
Merced, CA 95340

- B. To SERVICE PROVIDER: Contact Name, Title
Agency/Company Name
Street Address
City, State, Zip Code

Nothing hereinabove shall prevent either YARTS or SERVICE PROVIDER from personally delivering any such notices to the other.

Section 21 – Integration

This Agreement, and Exhibits A and B, represent the entire understanding of YARTS and SERVICE PROVIDER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by YARTS and SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

Yosemite Area Regional Transportation System:

SERVICE PROVIDER:

By _____
Patrick Pittenger, Executive Director

By _____
Contact Name, Title

APPROVED AS TO FORM:

By _____
General Counsel
Haden Law Office