



Release Date: October 13, 2023

Project No. RFP20231013YARTS

Request for Proposals for Advertising Services of YARTS Buses

Notice is hereby given that proposals will be received at the Yosemite Area Regional Transportation System (YARTS), a California Joint Powers Authority, 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 emailed to: Alexandra Arroyo, Procurement Specialist, at alexandra.arroyo@mcagov.org. The email subject line shall read as follows: RFP20231013YARTS – Advertising Services of YARTS Buses – Email Submission Deadline November 13, 12:00 p.m., PDT [insert consultant name here].

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. Proposers of this project are hereby bound by all applicable federal laws, regulations, and certifications.

YARTS is not liable for any costs incurred by Proposers in responding to this Request for Proposals (RFP). Proposers are hereby notified that Proposals become public record. 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. In the event of a Public Records Act or Freedom of Information Act request, YARTS will use the redacted copy submitted by Proposer in response and the failure to provide a redacted copy may result in the disclosure of a Proposer's response. YARTS is not responsible or liable for the disclosure of any information that is not clearly labeled as confidential and/or proprietary.

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%.

Please direct inquiries to Alexandra Arroyo, Procurement Specialist, via email at alexandra.arroyo@mcagov.org.

TABLE OF CONTENTS

Cover Page	1
Table of Contents	2
Proposer's Submittal Checklist	3
Definitions	4
Section I - General Information	5
Section II – Requirements – Scope of Work	8
Section III – Submittals	32
Section IV– Basis of Award, Evaluation and Selection Process and Protests	34
Proposal Cost Summary Form	38
Certification	39
Nondebarment Certification	40
Lobbying Certification	42
Disadvantaged Business Enterprise Program Bidders List Form	43
Reference List	45
Sample Agreement	46

PROPOSER'S SUBMITTAL CHECKLIST

This checklist is provided to assist Proposers with submitting a complete Proposal. Proposers are to submit a 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. _____ Section One – Certification, Nondebarment Certification, Lobbying Certification, DBE Program Bidders List Form, and References List
5. _____ Section Two – Organization, Capability, and Experience
6. _____ Section Three – Response to Requirements
7. _____ Section Four – Cost

A simple cover page noting each Section before each Section begins in your proposal is acceptable. For example, a single page noting "Section One".

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

DEFINITIONS

Agreement – The Agreement constitutes the entire contract between YARTS and the selected 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 via email to alexandra.arroyo@mcagov.org. 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.

Consultant – The Proposer awarded the Contract derived from this RFP. Term may be used interchangeably with Contractor, Vendor, or Service Provider.

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 Consultant or Contractor/Vendor/Service Provider or YARTS has delegated any of its obligations hereunder.

Transpo Center – TJPAMC leased operations hub located at 710 W. 16th Street, Merced, CA 95340.

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 consultant to help implement and manage a successful advertising program with high-quality content to generate revenue.

YARTS intends to use the results of this RFP to award one (1) contract to the most responsive and responsible Proposer as evaluated per Section IV of this RFP.

1.2 AGENCY INFORMATION

YARTS is a Joint Powers Authority (JPA) formed by the Counties of Mariposa, Madera, Merced, Mono, and Tuolumne for the purpose of providing transit service in the greater Yosemite Region. YARTS is overseen by a Board of Commissioners which includes ten (10) voting members. Voting members consist of two elected Supervisors from each of the five member-counties. YARTS is governed by the YARTS Board of Directors (YARTS Board) and is administered and managed, under contract, by the Merced County Association of Governments.

The Yosemite Area Regional Transportation System (YARTS) provides public fixed route transit service into Yosemite National Park (YNP), covering a 480-mile service area. Since its initial services began in May 2000, YARTS has grown into a vibrant and extensive public transit system. The transit service is important to various “Gateway Communities” in the adjacent counties including Sonora, Merced, Fresno, and Mammoth Lakes. YARTS operates as a thruway bus service for Amtrak and the interline bus service for Greyhound.

Ridership has grown by approximately 50% over the last 20 years and includes both visitors to the park as well as National Park Service (NPS) employees. Ridership also consists of passengers who use the service to reach the City of Merced for shopping, academics (Merced College and UC Merced), recreation, medical appointments, and other transportation connection services.

YARTS operates the following service corridors:

- Year-round along Highway 140 (Merced-Mariposa-YNP): YARTS operates year-round on Highway 140 between Merced and Yosemite National Park, through Mariposa County with multiple trips per day. The number of trips varies by season. In Merced, YARTS connects with Greyhound, Amtrak, and Merced Airport.
- Summer-only on Highway 120 East and Highway 395 (Mammoth Lakes-June Lake- Lee Vining - YNP): This service typically operates June through mid-October depending on weather conditions. The corridor connects with the local transit provider, Eastern Sierra Transit Authority (ESTA) in Mammoth Lakes. The ESTA has Reno, Nevada, (Amtrak, Greyhound, and Reno Airport) and Lancaster, CA, (Metrolink) as final destinations to the north and south.
- Summer-only on Highway 120 (Sonora-Jamestown-Groveland-YNP): This service typically operates May through September and connects the Tuolumne County communities to Yosemite National Park.
- Highway 41 Service to Fresno: Fresno service began May 23, 2015, and currently operates seasonally (May-September). Full funding is provided by Madera and Fresno Counties, using local monies.

1.3 PROJECT DURATION

The contract term is anticipated to commence March 1, 2024, and end February 28, 2027, and is contingent upon available funding and successful performance. The contract term may be extended by YARTS for two (2) additional one (1) year terms and shall be based on available funding and successful performance. The contract will be a fixed price contract for the full-term including extension.

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	October 13, 2023
b. Questions/Clarifications due via email by	October 27, 2023, 12:00 p.m.
c. Addendum(s) and Responses Posted by	November 3, 2023
d. Deadline to Submit Proposal via Email	November 13, 2023, 12:00 p.m.
e. Evaluations/Selection	November 14 – December 4, 2023
f. Virtual Interviews	December 11 – December 12, 2023
g. Notice of Intent to Negotiate	Week of December 25, 2023
h. Notice of Intent to Award	January 24, 2024
i. Governing Board Approval of Contract	February 12, 2024
j. Notice of Award	February 13, 2024
k. Contract Execution/Notice to Proceed	March 1, 2024

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 alexandra.arroyo@mcagov.org no later than 12:00 p.m. October 27, 2023.

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 November 3, 2023. 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.

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 357 W. 18th Street, Merced, California, 95340 or via email at alexandra.arroyo@mcagov.org. 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 pages 35-37.

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.

1.10 DISPUTE RESOLUTION, ATTORNEY FEES, JURISDICTION, AND VENUE

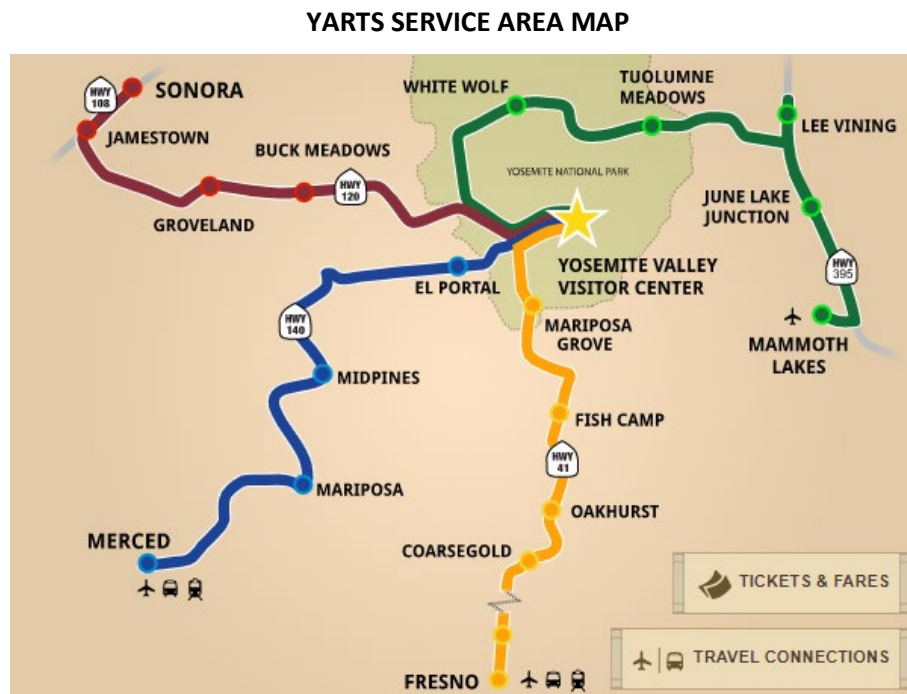
In any action, suit, or proceeding arising out of or in any way connected with the performance of the Agreement contemplated herein, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. Notwithstanding any other provision of the Agreement contemplated herein, any disputes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

SECTION II – REQUIREMENTS – SCOPE OF WORK

2.1 BACKGROUND

YARTS is a Joint Powers Authority (JPA) formed by the Counties of Mariposa, Madera, Merced, Mono, and Tuolumne for the purpose of providing transit service in the greater Yosemite Region. YARTS is overseen by a Board of Commissioners which includes ten (10) voting members. Voting members consist of two elected Supervisors from each of the five member-counties. YARTS is governed by the YARTS Board of Directors (YARTS Board) and is administered and managed, under contract, by the Merced County Association of Governments.

The Yosemite Area Regional Transportation System (YARTS) provides public fixed route transit service into Yosemite National Park (YNP), covering a 480-mile service area.



Since its initial services began in May 2000, YARTS has grown into a vibrant and extensive public transit system. The transit service is important to various “Gateway Communities” in the adjacent counties including Sonora, Merced, Fresno, and Mammoth Lakes. YARTS operates as a thruway bus service for Amtrak and the interline bus service for Greyhound.

Ridership has grown by approximately 50% over the last 20 years and includes both visitors to the park as well as National Park Service (NPS) employees. Ridership also consists of passengers who use the service to reach the City of Merced for shopping, academics (Merced College and UC Merced), recreation, medical appointments, and other transportation connection services.

YARTS operates the following service corridors:

- Year-round along Highway 140 (Merced-Mariposa-YNP): YARTS operates year-round on Highway 140 between Merced and Yosemite National Park, through Mariposa County with multiple trips

per day. The number of trips varies by season. In Merced, YARTS connects with Greyhound, Amtrak, and Merced Airport.

- Summer-only on Highway 120 East and Highway 395 (Mammoth Lakes-June Lake- Lee Vining - YNP): This service typically operates June through mid-October depending on weather conditions. The corridor connects with the local transit provider, Eastern Sierra Transit Authority (ESTA) in Mammoth Lakes. The ESTA has Reno, Nevada, (Amtrak, Greyhound, and Reno Airport) and Lancaster, CA, (Metrolink) as final destinations to the north and south.
- Summer-only on Highway 120 (Sonora-Jamestown-Groveland-YNP): This service typically operates May through September and connects the Tuolumne County communities to Yosemite National Park.
- Highway 41 Service to Fresno: Fresno service began May 23, 2015, and currently operates seasonally (May-September). Full funding is provided by Madera and Fresno Counties, using local monies.

2.2 GENERAL INFORMATION

YARTS FLEET LIST

Year	Make/Model	VIN #	Passengers
2010	MCI D4500	1M8PDMEA1AP059404	57
2012	MCI D4500	1M8PDMBA3CP059864	57
2012	MCI D4500	1M8PDMBA5CP059865	57
2012	MCI D4500	1M8PDMBA7CP059866	57
2012	MCI D4500	1M8PDMBA1CP012686	57
2012	MCI D4500	1M8PDMBA3CP012687	57
2012	MCI D4500	1M8PDMBA5CP012688	57
2012	MCI D4500	1M8PDMBA7CP012689	57
2015	MCI D4500	1M8PDMBA7FP013510	57
2015	MCI D4500	1M8PDMBA9FP013511	57
2022	MCI D45 CRT	1M8D4W911NC106260	56
2022	MCI D45 CRT	1M8D4W913NC106261	56
2022	MCI D45 CRT	1M8D4W915NC106262	56
2022	MCI D45 CRT	1M8D4W917NC106263	56
2022	MCI D45 CRT	1M8D4W919NC106264	56
2022	MCI D45 CRT	1M8D4W910NC106265	56

*YARTS is currently in the process of expanding its fleet through the procurement of additional MCI buses.

YARTS ASSETS LIST

Highway 140 Corridor

Stop Location	Schedule Holder	Pole	Solar Light	Solar Top Hat	Trash Can	Shelter	Sign
Merced Airport	4	1					1
Merced Transpo	1						3
Merced Amtrak							
Catheys Valley	2					1	1
Mariposa Fairgrounds							
Midtown Mariposa	8	2					2
Roadside Rest Stop	2					1	
Mariposa Park and Ride	2					1	1
Autocamp	2					1	1
Midpines County Park	2					1	
Midpines Post Office	3	1				1	2
Yosemite Bug Resort	2					1	1
Cedar Lodge	2					1	1
NPS Maintenance	4	1				1	1
Barium Mine Road	4	1					1
El Portal Post Office	4	1					1
Yosemite View Lodge	3	1				1	2
Yosemite Visitor Center	4	1					1
Yosemite Valley Lodge	4	1					1
Curry Village	4	1					1

***The Highway 140 corridor is only bus route with passenger bus shelters available for advertising opportunities.**

Highway 41 Corridor

Stop Location	Schedule Holder	Pole	Solar Light	Solar Top Hat	Trash Can	Shelter	Sign
Fresno Airport	4	1					1
Fresno Amtrak/Greyhound	4	1					1
North Fresno	4	1					1
Chukchansi							
Coarsegold Market/Historic Village	8	2					2
Oakhurst Best Western							
Tenaya Lodge	1						1
The Mariposa Grove	4						1
Wawona Store	2	1					1
Yosemite Visitor Center	4						

Highway 120 Corridor

Stop Location	Schedule Holder	Pole	Solar Light	Solar Top Hat	Trash Can	Shelter	Sign
Black Oak Hotel and Resort							
Sonora BestWestern	4	1					1
Downtown Sonora Heritage Inn	4	1					1
Jamestown Rocca Park	4	1					1
Groveland Laveroni Park	4	1					1
Yosemite Pines RV Park	4	1					1
Buck Meadows Resteraunt	5	1				1	1
Yosemite Lakes Campground	4	1					1
Rush Creek Lodge	4	1					1
Big Oak Flat/Park Entrance Gate	8	2					2
Crane Flat Gas Station	4	1					1
Yosemite Visitor Center	4						

Highway 395 Corridor

Stop Location	Schedule Holder	Pole	Solar Light	Solar Top Hat	Trash Can	Shelter	Sign
Mammoth Mtn. Inn	4	1					1
The Village Mammoth Lakes	2						1
Juniper Springs Resort							
Mammoth Lakes Park/Tavern Rd.	4	1					1
Shilo Inn	4	1					1
June Lake Junction 158-395							
Mono Basin Visitor Center	4	1					1
Lake View Lodge							
Tioga Mobil Gas Mart							
Tuolumne Meadows Store	4	1					1
Tuolumne Meadows Visitor Center	4	1					1
Crane Flat Gas Station	4	1					1
Yosemite Valley Visitor Center	4						

***Yosemite Visitor Center all routes meet there only 1 pole 1 sign for all 4 routes.**



ADVERTISING POLICY

The Yosemite Area Regional Transportation System (YARTS) will accept limited advertising on and in its vehicles, at designated areas within its transit facilities, and at other transit sites as it deems appropriate in accordance with the following guidelines:

I. Purpose and Intent

The purpose and intent of this policy is to create definite, uniform standards for display of advertising and announcements (collectively referred to herein as “advertising”) on YARTS buses, transit facilities, and any and all other forums owned, controlled or operated by YARTS. It is YARTS’ purpose and intent that any and all forums for advertising under this policy are not public forums for political discourse or expressive activity. These areas are not intended to provide a forum for all types of advertisements but only the limited advertisements accepted under this policy. All advertising shall be subject to this uniform, viewpoint-neutral policy.

YARTS’ intent and purpose is to take into account interests which are of importance to the operation of the transit system. These interests include the following:

- A. Maintain a professional advertising environment that maximizes advertising revenues and minimizes interference with or disruption of the transit system’s operation or rider experience.
- B. Maintain an image of neutrality on political, religious, or other issues that are not the subject of commercial advertising and are the subject of public debate or concern.
- C. Continue to build and retain transit ridership.

II. Advertising Standards and Restrictions

A. Permitted Advertising

YARTS’ intent is to permit commercial advertising for products and services. All commercial and promotional advertising must meet or exceed high quality standards of art and design as exemplified in the industry and as determined by YARTS or its authorized Advertising Contractor as defined herein.

1. Commercial and Promotional Advertising

Commercial and promotional advertising solely promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events, programs, transactions, donations, products or property for commercial purposes or more generally promotes an entity that engages in such activity. Commercial and promotional advertising does not include advertising that both promotes a business or offers to sell products, goods or services, and also conveys a political or religious message, or issue advocacy, and/or expresses or advocates opinions or positions related to any of the foregoing.

2. Disclaimer

YARTS reserves the right, in all circumstances, to require an advertisement to include a disclaimer indicating that it is not sponsored by and does not necessarily reflect the views of YARTS.

3. Additional Requirement

Any advertising in which the identity of the sponsor is not readily apparent or is ambiguous must include the following phrase to identify the sponsor in clearly visible letters: "Advertisement paid for by (Sponsor's Name)." Website addresses or phone numbers without more information are deemed ambiguous.

4. Government Use

YARTS reserves the right to utilize any areas it has deemed appropriate for advertising pursuant to this policy for its own promotional purposes, including but not limited to, the promotion or announcement of agency-sponsored programs or events, or to permit use by member agencies for the promotion or announcement of their local government services, at the discretion of the YARTS Governing Board.

B. Viewpoint Neutral Limitations on Advertising Content

The following viewpoint neutral content based on limitations permitted for placement or display on transit vehicles or facilities owned or operated by YARTS are established. No advertising is permitted on YARTS buses, transit facilities, and any and all other forums owned, controlled or operated by YARTS, if it or the information contained herein falls into one or more of the following categories:

1. False, Misleading, or Deceptive Commercial Speech

This advertisement proposes a commercial transaction, and the advertisement, any material contained in it, is false, misleading, or deceptive.

2. Copyright Infringement

This advertisement contains any material that is an infringement of copyright, trademark or service mark.

3. Unlawful Goods or Services

This advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services under local, state, or federal laws.

4. Unlawful Conduct

The advertisement, or any material contained in it, promoted or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities under local, state or federal laws.

5. Unauthorized Endorsement

The advertisement, or any material contained in it, implies or declares an endorsement by YARTS of any service, product or point of view, without prior written authorization of YARTS through its Executive Director, as directed by the YARTS Governing Board.

6. Obscenity or Nudity

The advertising contains any nudity, obscenity, sexual content, sexual excitement, or sadomasochistic abuse as those terms defined by California Penal Code section 311, et. seq., and as such laws may from time to time be amended or supplemented.

7. Community Standards
The advertisement contains material that describes, depicts, or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary or community standards, would find offensive or inappropriate for viewing by minors.
8. Prurient Interests
The advertising, or any material contained in it, contains harmful matter or any other matter that is prohibited under the provisions of California Penal Code section 313, et. seq., and as such laws may from time to time be amended or supplemented.
9. Tobacco and Vaping
The advertisement promotes the sale or use of tobacco or tobacco-related products, and/or vaping products including but not limited to e-cigarettes, vaping pens and vaping oils.
10. Alcohol, Marijuana, and Regulated Substances
Advertising that promotes the sale or use of beer, wine, distilled spirits, alcoholic beverages, marijuana, or any substance licensed and regulated under California law; however, this prohibition shall not prohibit advertising that includes the name of a restaurant that serves alcoholic beverages that is open to minors.
11. Firearms
Advertisement that promotes or solicits the sale, rental, distribution, availability, or use of firearms or firearm-related products.
12. Demeaning or Disparaging
Advertising that includes language, picture, or other graphic representations that are derogatory or defamatory of any person or group because of race, color, national origin, ethnic background, age, disability, ancestry, marital or parental status, military discharge status, source of income, religion, gender or sexual orientation.
13. Profanity, Riot
The advertisement contains profane language or presents a clear and present danger of causing riot, disorder, or other imminent threat to public peace, safety, and order.
14. Violence
The advertisement contains an image or description of graphic violence or the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm on a person or animal.
15. Adult – Oriented Goods or Services
The advertisement promotes or encourages, or appears to promote or encourage, adult bookstores, nude dance clubs, and other adult entertainment establishments, adult telephone services, adult internet sites, and escort services.

16. Political

Advertisement promoting or opposing (i) a political party, (ii) the election of any candidate or group of candidates for federal, state, or local government offices; (iii) any legislation, initiative, referendum or ballot measure; or (iv) a political action committee, political campaign or political philosophy.

17. Religious

Advertisement that contains any direct or indirect reference to religion, deity or includes the existence or nonexistence of any deity, religious creed, denomination, belief, tenet, cause or issue relating to religion.

18. Public Issue

Advertising expressing or advocating an opinion, position, or viewpoint on matters of public debate about economic, political, religious or social issues, that causes YARTS owned property to become a public forum.

19. Harmful or Disruptive to Transit System

Any material in the advertisement that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of or interference with YARTS services. The advertising, or any material contained in it, incorporates any rotating, revolving, or flashing devices, or other moveable parts.

20. Traffic Interference

The advertising, or any material contained in it, displays any word, phrase, symbol or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device.

III. Advertising Program and Administration

YARTS shall incorporate this policy into its advertising contracts.

A. Review by Advertising Contractor

YARTS' Advertising Contractor shall review each advertisement submitted for display on or in YARTS' property to determine whether the advertisement complies with this policy. If it appears the advertisement may be questionable, the Advertising Contractor shall notify the YARTS Public Information Officer, or designee, and obtain approval before the advertisement is installed.

B. Review by YARTS Staff

The YARTS Public Information Officer, or designee, shall review the advertisement and supporting information to determine whether or not the advertisement complies with this policy. If the YARTS Public Information Officer, or designee, determines the advertisement does not comply with this policy, a written document will be prepared and forwarded to the Advertising Contractor specifying the standard(s) with which the advertisement does not comply.

YARTS staff will update the Governing Board at least once a year on the advertising efforts to include images of approved material, a list of current advertisers, total revenue realized and a list of any material that was not permitted.

C. Notification to Advertiser

The Advertising Contractor will send the advertiser a prompt, written notification indicating advertisement rejection with specific standard(s) the advertisement failed to comply with and a copy of this policy. A copy of the rejection notification will be forwarded to the YARTS Public Information Officer for retention.

D. Appeal to Executive Director

Rejection of an advertisement may be appealed to the Executive Director, or designee, by written notification to the YARTS Public Information Officer. The Executive Director will review all pertinent documents and issue a written decision. The Executive Director's decision shall be final and is not subject to appeal.

E. Unilateral Amendment

YARTS reserves the right to unilaterally amend this policy at any time upon providing written notice to any advertiser then under contract with YARTS.

F. Moratorium

YARTS, through the Executive Director, reserves the right to at any time subject to any contractual obligations, declare a complete ban or moratorium on all advertising on any real or personal property under YARTS control and direct that no advertising of any kind, other than YARTS advertisements or announcements, be accepted for display and posting.

G. Advertising Contract

All advertisers shall be required to execute an agreement with YARTS prior to installation of advertising on YARTS owned or controlled property. One exception to this requirement is in the event YARTS contracts with a marketing firm whose scope of work includes the contractor's responsibility to ensure all work pursued under the contract is in compliance with this policy.



MCI® D45 CRT

Specification sheet.

The legendary high-floor commuter transit workhorse now modernized with next generation innovation and style.



MCI® D45 CRT technical specs.

Increased fuel economy. Low total cost of ownership.

Dimensions

Overall Length (bumper to bumper)	45.10'	13.84 m
Wheelbase	315.00"	8.08 m
Front Overhang	79.00"	1.93 m
Rear Overhang	106.70"	2.68 m
Overall Width	102.00"	2.59 m
Overall Height	138.60"	3.48 m
Interior Height	78.00"	1.99 m
Front Track	84.84"	2.15 m
Rear Track (drive)	75.38"	1.91 m
Rear Track (trailing)	84.84"	2.15 m
Turning Radius	41.90"	14.33 m
Gross Vehicle Weight Rating	54,000 lb	22,680 kg
Luggage Compartment Volume*	560 cu ft	14.64 cu m

Safety + Performance

Standard Equipment

Electronic Stability Control (ESC)	Cruise Control
Automatic Traction Control (ATC)	MCI® A/C compressor
Disc brakes with 6 channel Antilock Braking System (ABS)	Davco Fuel Pro® filter with sight glass
Three-point passenger seat belts (multiple seat models available)	MP water circulating pump
Tilt and telescoping steering wheel	MCI exclusive spiral entrance stairway with aluminum step nosing & stainless-steel grab rails
Electrically locking baggage compartments	Passive steerable tag axle with unload feature
Electronically controlled high/low rise feature	Energy absorbing front and rear bumpers

Optional Equipment

Amerex fire detection and suppression	Video surveillance systems
Smarter Tire® integrated tire pressure monitoring system with always-on sensors	360° Camera system
Proheat auxiliary heater-45,000 BTU	Sliding battery tray
Bendix Fusion collision mitigation system	Curb lights

Standard Equipment

Engine Options	Cummins X12 w/engine brake, 410 hp, 1,450 lb-ft torque
Transmission	Allison B500 Gen V
Front Axle	ZF 17,000 lb (7,711 kg) with unitized wheel ends
Drive Axle	ZF 23,000 lb with pre-set wheel bearings
Tag Axle	ZF 16,500 lb (7,484 kg) with unitized wheel ends
Seating	56-passengers
Wheels	Hub-mounted steel, 22.5 x 9.0
Tires	Firestone FS400 315/80 R22.5 9.00" L-rated
Alternator	Borg Warner 55SI Dual 250A 24V
Brakes	Bendix ADB22X
Parking Brake	Spring brake on drive axle
Fuel System	191 US gal. usable volume (201 US gal. gross volume) aluminum tank. 15 US gal. DEF tank capacity.
Body Type	Stainless-steel frame with high strength low alloy steel in suspension areas for higher strength and fatigue life
Exterior Skin	One piece bonded aluminum roof skin and composite exterior body panels
Baggage Doors	Under floor pantograph-type composite baggage doors
Entrance Door	Electric operated bi-part style door
Electrical System	Parker Vansco fully multiplexed electrical system
Instrument Panel	Parker Vansco multi-function display including speedometer, oil pressure, water temperature, fuel level, voltmeter, air pressure and DEF (diesel exhaust fluid) level
Warning Lights	Real-time diagnostics of all operating systems
Cooling System	Below floor parallel radiator/charge air cooler module which quickly swings out for unrestricted service access
Fan System	Electrically driven fan array to maximize fuel efficiency and reliability
Steering System	Variable ratio power steering system
Suspension	Electrically controlled air suspension with high/low ride and kneeling functions
Batteries	Two 8D (1350 c.c.a. each)
Voltage	12 volt and 24 volt
Exterior Lights	12 volt LED, plus 90 mm halogen headlights
Destination Sign	Provisions for front, side and rear destination signs

Interior Design & Other Features

Standard Equipment

Large open parcel racks with cords, individual overhead LED reading lights and airflow controls
LED headlights
A mid-coach Braun wheelchair lift

Optional Equipment

Rear-mounted Braun wheelchair lift with 2 wheelchair positions
Parcel rack air conditioning
Fabric interior packages
Alcoa Durabrite® aluminum wheels
Rear window
Chemical-type lavatory without sink
Four Group 31 batteries with sliding tray
Enclosed parcel racks
Posi-lock fuel fill system

Entertainment Systems & Digital Amenities

Optional Equipment

REI audio/video system with dash mounted DVD & six 15" LCD wide-screen monitors
110V outlets with USB at each seat and 4000W Inverter
NFI Connect™ telematics maximizes up time by collecting key operating data.



D45 CRT LE

Accessibility on a whole new level.



The MCI® D45 CRT LE commuter coach warmly welcomes all passengers, with an innovative low-entry vestibule with a ramp and adjoining seating area designed with mobility devices in mind.

This breakthrough design offers unprecedented ease of entry and exit, and a new standard of comfort.

MCI

Models.

Available in clean-diesel and battery-electric configurations.

Whether your goal is to reduce emissions, lower operational costs or expand commuter express service, the Buy America compliant D45 CRT LE will prove to be one of the safest, most comfortable, and flexible transportation solutions available.



D45 CRT LE

Features a revolutionary patented low-entry (LE) vestibule with a seating area and ramp that significantly improves dwell times as well as the boarding and ride experience for passengers with mobility challenges.



D45 CRT LE *CHARGE*

Battery-electric platform that is supported by New Flyer's 50 years of low and zero-emission propulsion experience and NFI Infrastructure Solutions™, a service dedicated to providing safe, sustainable, and reliable charging and mobility solutions.

Low + zero-emission.



Zero-emission

The D45 CRT LE™ CHARGE battery-electric coach offers zero-emissions, while delivering high-capacity commuter coach transportation.



Low-emission

The clean diesel D45 CRT LE™ coach complies with EPA low emission standards. On a per passenger basis, our clean-diesel coaches offer lower emissions than any current hybrid car.

High tech safety systems.

- ✓ Patented Digital Wheel End Sensing (DWES) systems that help measure wheel end temperatures that monitor individual wheel ends for potential issues.
- ✓ Optional next-generation 360° Camera that provides a bird's-eye view around the entire coach to significantly aid vision while maneuvering at low speeds.
- ✓ Collision mitigation technology including stationary object detection and lane departure warnings.

Mid-door entry & vestibule.

The mid-coach, ADA-compliant automated ramp is available in two lengths, both 30 inches wide, with a higher weight capacity than traditional lifts.

This allows the D45 CRT LE to accommodate a wider variety of mobility aids, including next-generation motorized wheelchairs and other devices.



1. Second door with automated ramp.
2. Lower-level vestibule area with capacity for up to 5 seats or two mobility devices.
3. Seats flip up to make space for mobility devices.
4. Optional Quantum automated wheelchair securement system shown.
5. Second step well.
6. 54-seat capacity with 49 elevated seats.
7. Two display monitors in the vestibule area.
8. Expansive windows in the vestibule seating area.

Benefits.

Easy accessibility, rapid entry and exit via two doors decreasing dwell time.

Dignified boarding, improved wheelchair securement and a comfortable riding experience for passengers with mobility disabilities.

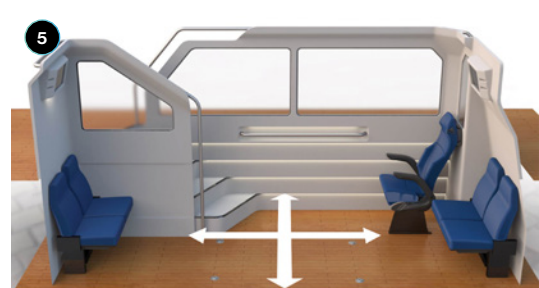
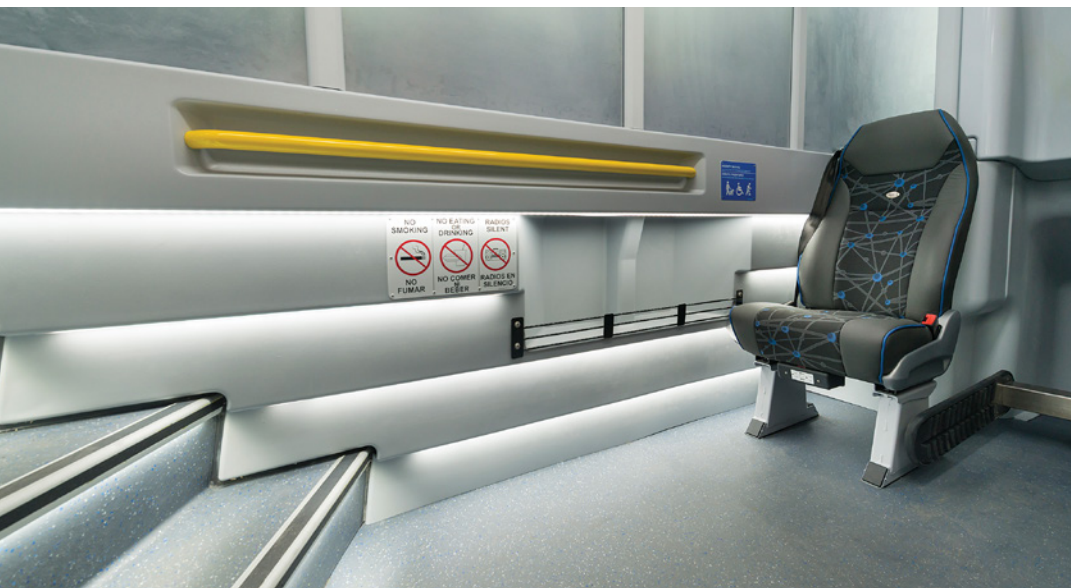
New ramp provides loading times comparable to low-floor transit buses with flip ramps.



Seating Configurations

Once inside, the spacious vestibule comfortably accommodates up to five seated passengers or one seated passenger and two passengers with mobility devices. Possible configurations are illustrated.

1. Five seats in the lower vestibule.
2. Single forward-facing position.
3. Rearward with Quantum.
4. Rearward and forward position.
5. Two forward positions.



Interior.

The D45 CRT LE blends eye-appealing design with passenger pleasing amenities required by commuters.



1. Standard LED indirect ceiling lighting.
2. Standard LED tube lights.
3. Integrated center aisle ramp improves ease of entry and exit.
4. Optional rear window.



Best-in-class parcel rack space.



Adjustable passenger modules with LED integrated seatbelt signs.



Optional handles on the backs of seats enhance safety and mobility.

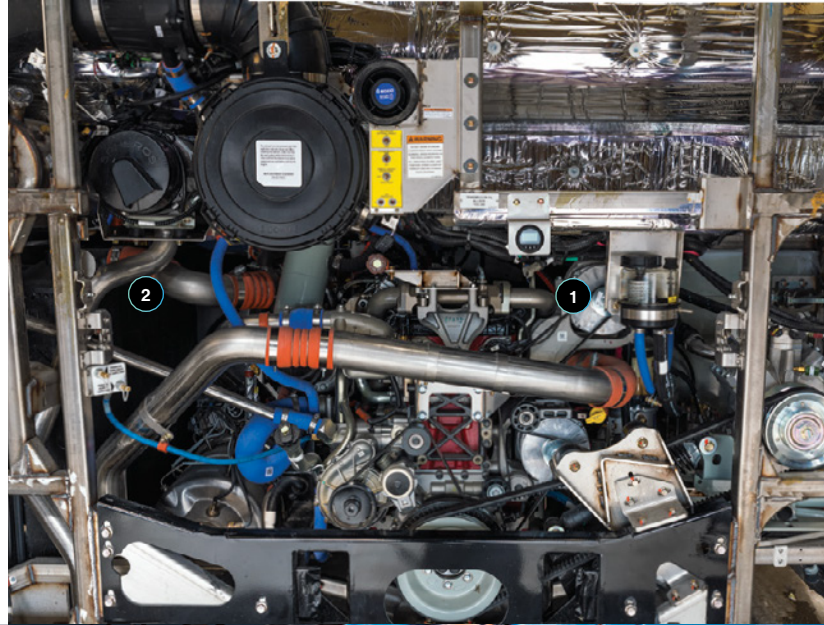
Exterior.

The D45 CRT LE blends modern design with the rugged, durable, heavy-duty operational qualities required by transit operators.

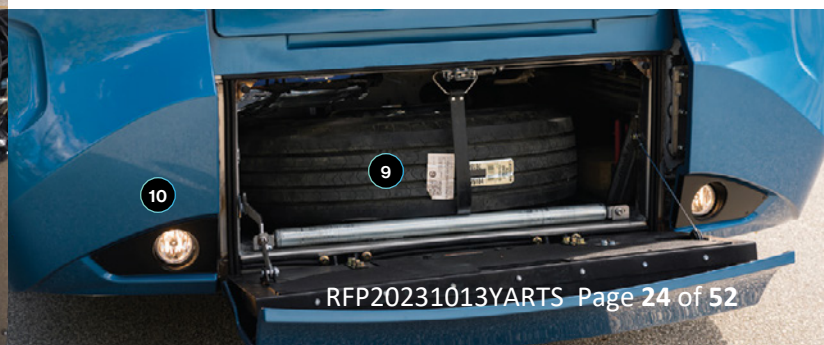
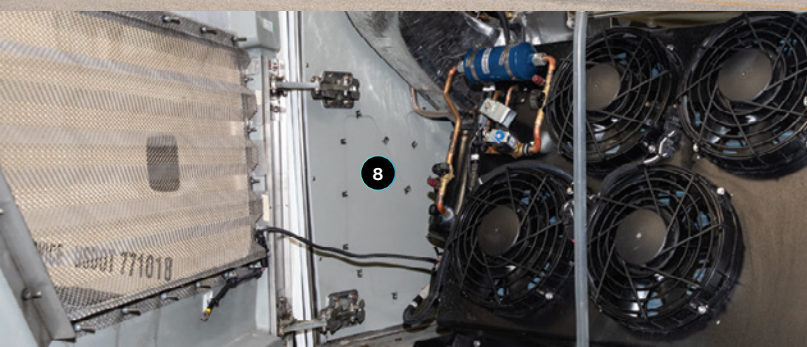


1. Large rear transom windows.
2. The optional LED rear docking light improves visibility.
3. Standard passive rear steering with Sachs shocks enhances MCI wide-ride performance with tight turning.
4. Digital wheel-end shutdown programming notifies the driver and initiates coach shutdown in the event of an over-temperature condition.
5. MDSS system improves operational reliability and includes standard kneeling and high/low rise features.
6. Optional 360° camera system.
7. Patent-pending low-entry vestibule with ample room for 2 passengers with mobility devices.
8. Optional drip rail lighting.
9. Laminated safety glass with dual-latch emergency release mechanism.
10. 32" clear width mid-coach door with ADA-compliant 6:1 sloped ramp rated to 1,000 lbs.
11. Provisions for front, side and rear destination signs.
12. Bendix ADB 22X brakes provide automotive-level stopping feel, common rotors to reduce parts and provide greater serviceability.
13. Wider front door with MCI patented spiral entryway.
14. Standard LED headlights and LED DRL/turn signal lights for reliability and high visual impact.
15. Optional Bendix Wingman Fusion system with adaptive cruise and collision mitigation technology.

1. The rugged brushless alternators reduce maintenance.
2. Updated standard Amerex fire-suppression system provides a more reliable response.
3. Optional rear route sign.
4. Rear-rise, high-rise or low-rise suspension settings.
5. Baggage compartment doors with keyed or optional electric locks.
6. E-fan system for improved fuel efficiency and reliability.



7. Robust lower structure in both front and rear, with energy-absorbing bumpers.
8. The brushless motors on the HVAC evaporator and condenser motors significantly improve reliability and reduce maintenance with an expected 10-year life.
9. Spare-tire roller to improve ease of access and removal of the spare.
10. Optional fog lamps.



Driver's area.

Updated cockpit with a redesigned, ergonomic dash featuring easier-to-read gauges on an integrated high-definition instrument panel that sits lower for better sight lines and puts intuitive controls within reach.



1. Notched dash for farebox installation.
2. Multifunction dash display.
3. Steering wheel with integrated controls for accessing diagnostic information via the dash display.
4. Large driver's toll window.
5. Choice of USSC or Recaro driver's seat.
6. Ergonomic driver's workspace.





Reliable design.

Our family of D-Series coaches, including the commuter coach, are known as workhorses in the public transit industry.



Our sturdy, full stainless steel frame resists the elements and provides dependable long-term structural integrity. Our innovative D45 CRT LE features increased stainless componentry and overall reduced parts count for simplicity.



Single-piece, thick-walled stainless steel tubing in critical areas such as our window posts, add strength, durability and excellent fit and finish.



Electrical systems are simplified, using less wiring and fewer modules. All compartments and connectors are tightly sealed for durability and environmental protection.

Reliable service and support.

MCI service and support delivers a relationship-driven and responsive approach to customer care.



Comprehensive support that includes in-field expertise, technical call center and 24/7 roadside assistance.



Ongoing technical training from the industry's only Automotive Service Excellence (ASE) accredited MCI Academy technician training center.



Customizable programs to fit your financial needs through NFI Financial Solutions™.



Parts support from NFI Parts™, the industry's largest parts supplier.



MCI Service Center - from routine maintenance and warranty to complex troubleshooting, you'll find all the help you need.

MCI

MCI D45 CRT LE

specification highlights.

Legend

S	Standard in basic coach
O	Optional addition in basic coach

Safety and Security

	Base Spec
Amerex fire-suppression system and engine compartment fire detection	S
Digital Wheel End Sensing (DWES) to detect wheel end faults	S
FMVSS 210 load compliant seat track and mounting system with infinite adjustability	S
Bendix® ESP (Electronic Stability Program)	S
Bendix® Wingman Fusion System with Adaptive Cruise Control and Collision Mitigation Functionality	O
High-visibility yellow ergonomic handrails throughout the vehicle	S
Display monitors in the vestibule area	O
Integrated SmarTire™ tire-pressure monitoring system with always-on sensors	O
Frameless single pane passenger emergency egress windows with laminated safety glass and dual-latch	S
Frameless dual pane passenger emergency egress windows with tempered / laminated safety glass and dual-latch	O
Spare tire compartment roller	S
Brigade 360 degree camera system	O
Brigade 500 GB (4 exterior cameras) or 1 TB (4 interior & 4 exterior cameras) digital recording system	O

Powertrain and Economy

Cummins X12 w/engine brake, 410 hp, 1,450 lb-ft torque	S
Allison Gen V transmission with prognostics capability	S
Fuel economy optimized rear axle ratios	S
"NFI Connect™" option for enhanced engine diagnostics	O
Relocated engine air intake system including standard pre-filter / water separator and enhanced engine compartment service lighting	S
2 x 250 Amp Delco (Borg Warner) 55 SI alternators	S
45,000 BTU ProHeat or 120,000 BTU Valeo (Spheros/Webasto) auxiliary heaters	O

Exterior

Semi-monocoque low-corrosion stainless steel body	S
Fiberglass composite front and rear caps, exterior skin and baggage doors	S
Dual entry / egress locations - air operated bi-part entrance and mid-coach doors	S
Front entry pantograph (plug style) door in lieu of bi-part door	O
Ultra durable front and rear bumper systems	S
Patent-pending headlight bezel design for easier service access	S
Long-life, high-visibility LED high/low beam forward lighting	S
Drip rail overhead lighting	O
New acrylic rear tail lamp panels	S
Fog lamps with impact resistant polycarbonate lenses	O
Hub-piloted steel wheels, 22.5 x 9.0 inch	S
Alcoa aluminum wheels with Durabrite coating, 22.5 x 9.0 inc	O
Firestone® tires 315/80 R22.5, L-rated	S
Michelin® tires 315/80 R22.5, L-rated	O

MCI

MCI D45 CRT LE

specification highlights.

Legend

S	Standard in basic coach
O	Optional addition in basic coach

Handling, Ride and Braking

	Base Spec
Independent Front Suspension system with labyrinthically sealed unitized wheel ends - 17,000 lb rating	S
23,000 lb drive axle and 16,500 lb tag axle with independent suspension	S
Bendix® all-wheel ADB 22X™ disc brakes	S
Tilt and telescoping steering wheel with integrated controls and ZF variable ratio steering	S
Wide-ride suspension system with Sachs shocks	S
Passive rear steering system provides amazingly tight 40' 11" turning radius	S
Extreme duty tag axle unload valves for MDSS / Bendix air system	S

Passenger Interior, Appointments and Convenience

Patent-pending vestibule area with ample room for mobility challenged passengers and their companions, offering greatly reduced dwell times and greater independence	S
MCI-exclusive mid-coach door with vestibule area and integrated ramp conforming to the latest ADA 6:1 slope guidelines	S
Shorter vestibule ramp available for curbside loading applications	O
Best-in-class interior passenger space with comfortable seating for 54 passengers (53 passengers with 1 mobility device or 52 passengers with 2 mobility devices)	S
MCI-exclusive front spiral entrance stairway with ergonomic grab rails	S
USSC A-220 thin-back seat for improved passenger space, with separate headrest and integral 3-point seatbelts	S
Kiel 2050 or 1020 seating featuring modern styling and integral 3-point seatbelts	O
USSC GT seating with integrated headrest and FMVSS 210 compliant 3-point seatbelts	O
Quantum automatic restraint system	O
Rear window for improved passenger visibility and ambiance	O
Large rear transom windows	S
LED tube lights in ceiling	S
Enhanced LED interior lighting choices including stepwell nosing lights and window lights	O
Industry leading capacity parcel racks featuring more robust components and improved aesthetics	S
Enclosed parcel racks	O
Customizable fabric, flooring and interior trim options	S
Larger, re-configured lavatory with vandal resistant features	O

Driver's Cockpit, Instrumentation and Controls

New, multifunction dash display with greatly enhanced functionality, improved driver ergonomics, and "plain English" diagnostic messages	S
Multi-function steering wheel	S
Notched dash for easy installation of fare box	S
USSC or Recaro 3-point driver seats with seatbelt alarm	S
Enhanced pre-trip walk-around test check for easier inspections	S
Driver's toe kick area, streamlined LH console with larger cup holder and 12V plus USB charging ports	S
Power windshield blinds without guide rods that recess into the front upper cap when not in use	S
Unbreakable driver's defrost vents	S

MCI

MCI D45 CRT LE

specification highlights.

Legend

S	Standard in basic coach
O	Optional addition in basic coach

Electronics Systems

	Base Spec
Latest generation Parker/Vansco fully multiplexed solid-state electrical system featuring optimized military-grade components	S
110V outlets w/USB at every seat, including 4000 Watt inverter and integral battery charger	O
Improved Wi-Fi system options	O
Saucon asset tracking system with geo-fencing and OBR (on-board recording) capability	O
Generic 12V power supply provided for Wi-Fi installation, as well as powering any operator-added accessory	S
Installation provisions for customer specific electronic components (fare boxes, cameras, destination signs, passenger counters, etc.)	S

Coach Operation and Performance

	Base Spec
Brushless motors on HVAC evaporator and condenser for long life and low maintenance	S
Radiator and charge air cooler with state-of-the-art e-coated frame, tubes and fins, designed and tested for highly corrosive environments	S
Stainless steel, corrosion resistant coolant and charge air cooler tubes	S
Rotary main battery disconnect switch	S
MCI A/C compressor with improved tensioning system and idler	S
Service door hinges with greaseable fittings	S
Corrosion control enhancements including improved SST rear J-box, more SST bracketry and improved processes for applying HydroArmor in the factory (air tanks, under carriage coverage)	S
Improved docking and cornering light logic for enhanced low-speed visibility and passenger entry / exit	S
Flat composite baggage bay flooring for improved corrosion resistance and driver ease-of-use	S

Support, Services and Warranty

	Base Spec
Standard 24-month limited warranty including 12-year structural warranty	S
Extended OEM warranties on engine and transmission	O

General Weights and Measurement

	Base Spec			Base Spec	
Overall Length (bumper to bumper)	45' 10"	(13.80 m)	Turning Radius	41' 9"	12.42 m
Wheelbase	315.00"	(8.00 m)	Gross Vehicle Weight	54,000 lb	24,494 kg
Front Overhang	78.25"	(1.99 m)	Total Luggage Compartment Volume	134 cu ft w/o parcel rack	3.82 cu m w/o parcel rack
Rear Overhang	150.25"	(3.82 m)		222 cu ft with parcel rack	6.23 cu m with parcel rack
Overall Width	102.00"	(2.59 m)	Fuel Tank Capacity (usable)	191 gal	692.73 L
Overall Height	138.00"	(3.51 m)	DEF Tank Capacity	15 gal	6.78 L
Interior Height	78.25"	(1.99 m)	Payload Capacity	16,000 lbs	7,257 kg
Front Track	84.84"	(2.15 m)			
Rear Track (drive)	75.38"	1.91 m			
Rear Track (trailing)	84.84"	2.15 m			

D45 CRT LE

MCIcoach.com/d-series



2.3 SCOPE OF WORK

The selected CONSULTANT, under the supervision of and in coordination with, YARTS's project manager, shall be responsible for the following:

Advertising Sales Program

- Implementing a successful advertising program with high-quality content to generate revenue.
- Managing all the advertising programs, including but not limited to:
 - Ad sales
 - Billing
 - Reporting
- Contacting local businesses and existing business contacts, and setting up appointments with prospective advertising clients, following up as necessary, and providing a thorough explanation of the advertising program and cost.
- Handling signing advertising agreements between the selected CONSULTANT and selected advertisers including but not limited to:
 - Gathering all appropriate information and graphics for the ad. Ad layout will be completed by the subcontractor(s).
 - Ensuring subcontractors adhere to the 14-business day completion process, and payment procedures.
 - Providing proof of completion to the selected subcontractor(s).
- Handling all communication with advertisers.
- Ensuring all advertisements comply with YARTS advertising policies and any and all federal, state, or local laws, now in effect or hereafter implemented.
- Submitting advertisements and supporting information to the YARTS project manager, or designee, for review, and approval
- Arranging subcontractor's travel plans to the Transpo Center for installation of approved advertising ads to be displayed on the interior and/or exterior of all assigned YARTS buses.
- Complying with the requested advertising material (vinyl adhesives), including proof, and production/application time.

Ongoing Services

- Maintaining advertising displays.
- Repair or replacing damaged displays as necessary.

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. 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 OF PROPOSAL

Via email, Proposers must submit their proposal and include all materials required for acceptance of their Proposal by the Proposal deadline - 12:00 p.m. PDT, November 13, 2023, to: Alexandra Arroyo, Procurement Specialist, at alexandra.arroyo@mcagov.org. All Proposals must be signed by an authorized representative and received by Alexandra Arroyo via email by the closing deadline. Late Proposals will be rejected. YARTS will not accept facsimiles. The email subject line shall read as follows: RFP20231013YARTS – Advertising Services of YARTS Buses – Submission Deadline November 13, 2023, 12:00 p.m., PDT [insert consultant name here].

3.3 COVER LETTER

A one (1) page cover letter shall be submitted and include the Proposer's contact information and specify the authorized representative. The person authorized by the firm to negotiate a contract with YARTS shall sign the cover letter. The cover letter shall include the name, phone number, fax number and e-mail address of a contact person for the selection process. Proposers shall include a statement certifying the firm will comply with insurance requirements as noted in Section Five of the Sample Agreement page 46.

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) Lobbying Certification;
- 4) Disadvantaged Business Enterprise Bidders List Form; and,
- 5) 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, including subcontractors (if applicable), *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 (SECTION 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 Requirements - Scope of Services in Section II of this RFP. The section is to clearly state the unique qualifications which the Proposer believes it possesses to meet the goals and objectives of the Requirements - Scope of Services in Section II. This section is to contain the following information:

1. Describe your present organizational structure and current operations including number of years in business;
2. Describe organizational experience providing similar service that demonstrates your agency's capability in providing the services described in your proposal;
3. Describe experience and qualifications of the proposed key staff members assigned to this project;
4. Include any other relevant information regarding your suitability/capability in providing the services described in Requirements - Scope of Services.

3.7 RESPONSE TO REQUIREMENTS (SECTION THREE)

Proposers are to describe how the Requirements - Scope of Services in Section II will be met. Proposers are to describe their 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, in a timeline format, a clear and concise description of the services to be provided and activities to be undertaken as a means of reaching the objectives stated in the Requirements - Scope of Services in Section II. Proposals must include deliverables to be created within each task, a proposed advertising program that includes sample advertising content, revenue sharing model, pricing, a plan for ad sales and management, design, installation, and maintenance. Proposals may include milestone charts, flowcharts, and related graphics to display the timeframe for achieving and accomplishing the Requirements - Scope of Services in Section II.

3.8 PROJECT COSTS (SECTION FOUR)

Proposers shall provide project costs based on the proposed labor (direct, overhead, profit), materials, tasks, activities, deliverables, and any other project related costs. Total costs shall be itemized and submitted on the Proposal Cost Summary Form provided on page 38 of this RFP and shall include but is not limited to billing rates for each proposed staff member, task budget with breakdown/itemization, and direct and indirect costs. Proposers may also include any other documents as information to further explain the proposed costs.

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
Comprehensiveness of Project Approach	40
Experience with Similar Work	30
Schedule	20
Cost	10
Total	100

4.6 INTERVIEW PRESENTATION (VIRTUAL)

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 are to be prepared to discuss all aspects of their response.

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. However, certain contract terms, including, but not limited to, Insurance, Indemnification, Termination for Convenience, and Liquidated Damages, are non-negotiable. 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.

4.8 NOTICES - INTENT TO NEGOTIATE, INTENT TO AWARD, AND AWARD

A Notice of Intent to Negotiate with the highest ranked proposer will be issued and sent via email to all participating proposers upon the evaluation committee's recommendation to initiate Agreement negotiations.

YARTS will issue a Notice of Intent to Award upon conclusion of negotiations and, where appropriate, place an item on the YARTS Governing Board agenda for approval. The Notice of Intent to Award will be sent via email to all participating proposers. Proposals shall remain confidential and shall not be made available in response to a Public Records Act Request until after the issuance of the Notice of Intent to Award.

Once the YARTS Governing Board has approved award of the Agreement, YARTS will issue a Notice of Award.

4.9 DEBRIEFING

A debriefing may be requested by unsuccessful Proposers after the Notice of Intent to Award has been issued and before the Notice of Award. Requestor shall submit questions via email to the Procurement Specialist, or her designee, within three (3) business days of issuance of the Notice of Intent to Award. The purpose of the debriefing shall be to receive information concerning the evaluation of the unsuccessful Proposer. Information regarding other agencies/proposers will not be covered. Debriefings shall be held via telephone conference. The time allotted for the debriefing shall be a maximum of one (1) hour.

4.10 YARTS 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. YARTS has no obligation to delay or otherwise postpone an award of a contract based on a protest. Bids or Proposals shall remain confidential until after the Notice of Intent to Award is issued.

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's Deputy Executive Director not more than five 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:

Nav Bagri, Deputy Executive Director
Yosemite Area Regional Transportation System
357 W. 18th Street
Merced, CA 95340

With Copy to:
Stacie Guzman, Executive Director
Yosemite Area Regional Transportation System
357 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 Deputy Executive Director shall review and evaluate the basis for the bid or proposal protest. The Deputy Executive 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:

Nav Bagri, Deputy Executive Director
Yosemite Area Regional Transportation System
357 W. 18th Street
Merced, CA 95340

With Copy to:
Stacie Guzman, Executive Director
Yosemite Area Regional Transportation System
357 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 Deputy Executive Director. YARTS's Executive Director or his or her designee shall issue a written statement concurring with or denying the protest. The decision of YARTS's Executive Director shall be final and not subject to appeal or reconsideration.

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.

PROPOSAL COST SUMMARY FORM

Proposers shall provide project costs based on the proposed labor (direct, overhead, profit), materials, tasks, activities, deliverables, and any other project related costs. Total costs shall be itemized on this Price Form and shall include but is not limited to billing rates for each proposed staff member, task budget with breakdown/itemization, and direct and indirect costs. Proposers may also include any other documents as information to further explain the proposed costs.

Name of proposer: _____

Annual Work Plan – Production & Monthly Media Pricing					
Advertising Types (Production Cost)	Year 1	Year 2	Year 3	Year 4	Year 5
a. Fullwrap – 45’ Motorcoach <i>*No covering over any windows</i>	\$	\$	\$	\$	\$
b. Full Side – 541.2’ x 138.60 <i>*No covering over any windows</i>	\$	\$	\$	\$	\$
c. Kong – 223’ x 36’ <i>*Driver side only</i>	\$	\$	\$	\$	\$
d. Mini King Kong- 100’ x 36’ <i>*Driver side only</i>	\$	\$	\$	\$	\$
e. Queen – 88’ x 30’ <i>*Driver side & passenger side only</i>	\$	\$	\$	\$	\$
f. Tail/Prince – 64’ X 20’ / 72’ 36’	\$	\$	\$	\$	\$
g. Full Back 77’ X 64’	\$	\$	\$	\$	\$
h. King – 144’ x 30’ <i>*Driver side & passenger side only</i>	\$	\$	\$	\$	\$
i. Headrest <i>*56-57 headrests per vehicle</i>	\$	\$	\$	\$	\$
j. Monitors	\$	\$	\$	\$	\$
k. Laboratories	\$	\$	\$	\$	\$
l. Bus Passenger Shelters	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$
REVENUE	\$	\$	\$	\$	\$

Advertising Types (4-Week Rates)	4-Week Rate Year 1	4-Week Rate Year 2	4-Week Rate Year 3	4-Week Rate Year 5	4-Week Rate Year 5
a. Fullwrap – 45’ Motorcoach <i>*No covering over any windows</i>	\$	\$	\$	\$	\$
b. Full Side – 541.2’ x 138.60 <i>*No covering over any windows</i>	\$	\$	\$	\$	\$
c. Kong – 223’ x 36’ <i>*Driver side only</i>	\$	\$	\$	\$	\$
d. Mini King Kong- 100’ x 36’ <i>*Driver side only</i>	\$	\$	\$	\$	\$
e. Queen – 88’ x 30’ <i>*Driver side & passenger side only</i>	\$	\$	\$	\$	\$
f. Tail/Prince – 64’ X 20’ / 72’ 36’	\$	\$	\$	\$	\$
g. Full Back 77’ X 64’	\$	\$	\$	\$	\$
h. King – 144’ x 30’ <i>*Driver side & passenger side only</i>	\$	\$	\$	\$	\$
i. Headrest <i>*56-57 headrests per vehicle</i>	\$	\$	\$	\$	\$
j. Monitors	\$	\$	\$	\$	\$
k. Laboratories	\$	\$	\$	\$	\$
l. Bus Passenger Shelters	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$
REVENUE	\$	\$	\$	\$	\$

*Sizes shown denote overall area, not living area.

CERTIFICATION

To: Yosemite Area Regional Transportation System
Attn: Nav Bargi, Deputy Executive Director
357 W. 18th Street
Merced, CA 95340

Re: Advertising Services of YARTS Buses No. RFP20231013YARTS

In compliance with the submittal requirements of which this Certification is a part, the undersigned proposes to furnish all services for the cost and revenue presented under the Proposal Cost Summary form of the enclosed submittal package.

.....

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

Addendum No. _____, dated _____
Addendum No. _____, dated _____
Addendum 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 fully informed regarding the accuracy of the above statements.

NOTICE: Any agreement or collusion among Proposers or prospective Proposers which restrain, tend to restrain, or are 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

Email Address

Authorized Person (Print or Type)

Authorized Signature

Title of Authorized Person

Date

Phone Number

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 whom 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.

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: _____

LOBBYING CERTIFICATION

This form is to be submitted with an offer exceeding \$100,000.

The Proposer or Bidder certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). *
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE PROPOSER OR BIDDER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER OR BIDDER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the Proposer's or Bidder's authorized official: _____

Title: _____

Signature: _____ Date: _____

* **NOTE:** Per paragraph 2 of the included form Lobbying Certification, add Standard Form–LLL, "Disclosure Form to Report Lobbying," **if applicable.**



DBE PROGRAM BIDDERS LIST FORM

The Yosemite Area Regional Transportation System (YARTS) receives Department of Transportation (DOT), Federal Transit Administration (FTA) federal financial assistance passed through the Merced County Association of Governments (MCAG). MCAG as a **designated recipient** of 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** 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 MCAG and subrecipients. This information will assist with establishing MCAG's triennial DBE goal. Each Bidders List is a compilation of 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:

<https://ucp.dot.ca.gov/licenseForm.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:** <https://ucp.dot.ca.gov/licenseForm.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 and will also be verified on following website: <https://ucp.dot.ca.gov/licenseForm.htm>**

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: _____

SAMPLE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of March 2024 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 "CONSULTANT").

It is agreed between the parties that:

Section One – Scope of Services

CONSULTANT agrees to perform all work necessary to complete, in a manner satisfactory to YARTS, those items described in EXHIBIT A – SCOPE OF SERVICES 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, CONSULTANT shall diligently proceed with the work authorized and complete it within the agreed time period.

Section Three – Term

CONSULTANT shall commence work immediately following notice of execution of this Agreement. CONSULTANT shall complete the performance of its obligations under this Agreement by February 28, 2027. All work is contingent upon agreed upon services, available funding, and successful performance. The contract may be extended by YARTS for an additional one-year term and shall be based on available funding and successful performance. The contract will be a fixed price contract for the full-term including extension.

Section Four – Compensation *Subject to Negotiation

For services performed pursuant to this Agreement, CONSULTANT agrees to subsequently remit ___% revenue to YARTS by the 10th of the following month.

Section Five – Insurance

CONSULTANT 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 Commercial General Liability 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, reference Agreement Number 20231013JP, and shall name YARTS as an additional insured, with the exception of Professional Liability or Worker's Compensation. Modifications to insurance requirements must be approved by YARTS in writing. CONSULTANT is responsible for providing YARTS updated insurance documents annually.

CONSULTANT 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.

All policies 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 10 days written notice, modify the scope of basic services to be provided under this Agreement. CONSULTANT 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 CONSULTANT 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 CONSULTANT shall constitute the CONSULTANT's notice to proceed with the changed scope.

Section Seven – Compliance with Laws, Rules, and Regulations

All services performed by CONSULTANT 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.

Section Eight – Responsibility of CONSULTANT

By executing this Agreement, CONSULTANT warrants to YARTS that it possesses, or will arrange to secure from others, all the necessary professional services, resources and facilities to provide YARTS with the services contemplated under this Agreement. CONSULTANT 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 CONSULTANT by placing at its disposal all available information pertinent to the project;

- B. Examine all studies, reports, proposals, and other documents presented by CONSULTANT, 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 CONSULTANT; and,
- C. The Deputy Executive Director, 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 CONSULTANT's services.

Section 10 – Termination for Convenience of YARTS

YARTS may terminate this Agreement, with or without cause, at any time by giving CONSULTANT 10 days written notice of such termination. If this Agreement is terminated by YARTS as provided herein, CONSULTANT 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, CONSULTANT will give YARTS all its work product.

Section 11 – Termination of Agreement for Cause

- A. YARTS may, by written notice to CONSULTANT, terminate the whole or any part of this Agreement in any one of the following circumstances:
 - 1. If CONSULTANT fails to perform the services called for by this Agreement within the time(s) specified herein, or any extension thereof; or
 - 2. If CONSULTANT fails to perform the services called for by this Agreement or so fails to make the progress as to endanger performance of this Agreement in accordance with its terms and in either of these two circumstances does not correct such failure within a period of 10 days (or such longer period as YARTS may authorize in writing) after receipt of notice from YARTS specifying such failure.
- B. In the event YARTS terminates this Agreement in whole or in part as provided in Paragraph A above, YARTS may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.
- C. Except with respect to defaults of subcontractors, CONSULTANT shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. In the event the failure to timely perform is caused by the default of a subcontractor that is mandated, required, or otherwise imposed on CONSULTANT by YARTS, CONSULTANT shall not be liable for failure to perform the services.
- D. Should the Agreement be terminated as provided in Paragraph A above, CONSULTANT shall provide YARTS with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by CONSULTANT pursuant to this Agreement. Upon termination as provided in Paragraph A above, CONSULTANT shall be paid the value of the work performed, as determined by YARTS less payments of compensation previously made. Payments previously made by YARTS to CONSULTANT shall be credited to the amount payable to CONSULTANT for allowable costs as provided herein, except, however, CONSULTANT shall be

entitled to a proportionate fixed fee, if any, which, in the opinion of YARTS, it has legitimately earned and was not related to the cause for which this Agreement was terminated.

- E. If after notice of termination of this Agreement as provided for in this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section or that the default was excusable under the provisions of this Section, then the rights and obligations of the parties shall be the same as if the Agreement had been terminated for the convenience of YARTS.
- F. Failure to pay subcontractors may, at the discretion of YARTS, constitute a material breach of this Agreement.

Section 12 – Interest of Officials and CONSULTANT

- 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. CONSULTANT 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. CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

Section 13 – Subcontracting

- A. CONSULTANT 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 CONSULTANT.
- C. If the subcontractor is a Disadvantaged Business Enterprise, prompt payment and return of retainage requirements apply, as referenced in 49 CFR 26.29. CONSULTANT will provide payment records upon YARTS's request.
- D. CONSULTANT cannot terminate a subcontractor, including a DBE subcontractor, for convenience if CONSULTANT listed the subcontractor in response to the RFP, and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without YARTS's prior written consent.

Section 14 – Negotiated Agreement

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

Section 15 – Successors and Assigns

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

Section 16 – Independent Contractor

YARTS and CONSULTANT agree that CONSULTANT is an independent contractor, and that no employer-employee relationship exists between YARTS and CONSULTANT or any of its subcontractors. CONSULTANT shall be solely responsible for the work performed under this Agreement and for the conduct and control of its employees and/or subcontractors. CONSULTANT 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 CONSULTANT's ability to fulfill the obligations established herein to YARTS.

Section 17 – 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. CONSULTANT expressly waives federal jurisdiction.

Section 18 – Publication

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

Section 19 – Indemnification

CONSULTANT 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. CONSULTANT 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 20 – Patent Protection

To the extent the subject articles are not manufactured pursuant to design originated by YARTS, CONSULTANT agrees it will indemnify and hold YARTS and its officers, agents, and employees harmless from any loss, damage or liability which may be incurred on account of any alleged infringement of any United States patent with respect to such articles or materials, and that it will, at its own expense, defend any action, suit, or claim in which such infringement is alleged. YARTS agrees to notify CONSULTANT promptly of any suit or claim against YARTS for any alleged infringement of patent.

Section 21 – 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 22 – Documentation/Access to Records

CONSULTANT 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. CONSULTANT shall work with YARTS to ensure that all paperwork requirements are met.

CONSULTANT 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 after final payment is made and all other matters are closed with CONSULTANT. 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 CONSULTANT, that are directly pertinent to this specific Agreement, for the purpose of an audit, examination, excerpt, and transcriptions.

Section 23 – Waiver

No waiver by either party of any default, breach, or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach, or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder.

In no event shall the making, by YARTS, of any payment to CONSULTANT constitute, or be construed as, a waiver by YARTS of any breach of covenant, or any default which may then exist, on the part of CONSULTANT. The making of any such payment by YARTS while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONSULTANT from its full obligations under this Agreement.

Section 24 – 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: | Nav Bagri, Deputy Executive Director
Yosemite Area Regional Transportation System
357 W. 18 th Street
Merced, CA 95340 |
| B. To CONSULTANT: | Contact Name, Title
Company Name
Street Address
City, State, Zip Code |

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

Section 25 – Integration

This Agreement, and Exhibits A, and B represent the entire understanding of YARTS and CONSULTANT 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 CONSULTANT.

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:

By _____
Stacie Guzman, Executive Director

CONSULTANT:

By _____
Contact Name, Title

APPROVED AS TO FORM:

By _____
General Counsel, Haden Law Office