



Release Date: January 5, 2024
Project No. RFP20240105YARTS

**Request for Proposals
for
Design, Development and Hosting of the YARTS Website**

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: *RFP20240105YARTS – Design, Development and Hosting of the YARTS Website – Email Submission Deadline February 7, 2024, 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 are 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	17
Section IV– Basis of Award, Evaluation and Selection Process and Protests	19
Proposal Cost Summary Form	23
Certification	24
Nondebarment Certification	25
Lobbying Certification	27
Disadvantaged Business Enterprise Program Bidders List Form	28
Reference List	30
Sample Agreement	31

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 a 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 highly qualified, experienced website development professionals to design, develop, and host its new YARTS website.

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 July through September 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 CONTRACT DURATION

The contract term is anticipated to commence May 1, 2024, and end April 30, 2028, and is contingent upon available funding and successful performance. The contract term may be extended by YARTS for up to three additional one-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 the option years.

1.4 RFP SCHEDULED ACTIVITIES

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

a. RFP Distributed	January 5, 2024
b. Questions/Clarifications due via email by	January 19, 2024, 12:00 p.m. PDT
c. Addendum(s) and Responses Posted by	January 26, 2024
d. Deadline to Submit Proposal via Email	February 7, 2024, 12:00 p.m. PDT
e. Evaluations/Selection	February 8 – February 22, 2024
f. Virtual Interviews	March 4, 2024
g. Notice of Intent to Negotiate	March 6, 2024
h. Notice of Intent to Award	March 15, 2024
i. Governing Board Approval of Contract	April 15, 2024
j. Notice of Award	April 16, 2024
k. Contract Execution/Notice to Proceed	May 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. January 19, 2024.

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

Revisions to this RFP will be made only by official addendum issued by YARTS. Addenda will be posted by January 26, 2024. 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 20-22.

1.8 FALSE OR MISLEADING STATEMENTS

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

1.9 RIGHT TO REJECT OR ACCEPT PROPOSALS AND RIGHT TO CANCEL

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

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 SCOPE OF WORK

Provide an 11-month workplan that:

- Incorporates a timeline which outlines the website creation and implementation schedule (including the migration of existing website data).
- Includes regular check-in meetings with YARTS staff on content and design progress and development; should include a minimum of a project kickoff meeting, design and content discovery meeting, ticket sales module meeting, and two draft website reviews with staff prior to final approval.
- Outlines a process for approval of design (including mood board and layout), content, and tools by YARTS staff throughout the schedule.
- Provides details of how staff will be trained.
- Targets a launch date no later than April 1, 2025 (timeline for launch of ticket sales feature/module implementation may be scheduled beyond April 1, 2025, up until October 1, 2025, if needed).

Build and host a new YARTS website using appropriate web-building tool(s) with the following:

- Reservation system (can be provided by a subcontractor) - see section below for details on this item.
- Ability to post and update content, such as route schedules.
- An alert center and emergency alert notifications.
- Calendar.
- Media/Document center.
- FAQs.
- Map with the following specs:
 - Interactive detail map of each corridor as well as the entire system combined (see <https://yarts.com/map/> for example), including YARTS GTFS data.
 - Map should incorporate information about each stop, including the ability to display a picture of the stop.
 - Zoom into stop location to view surrounding area (including parking facilities, amenities in the surrounding area, etc).
 - Link to schedule information by corridor.
 - Ability to integrate with GPS tracking software in future.
 - Gather information to create GTFS data to be integrated seamlessly with trip planner and interactive map.
- Newsflash with pop up capabilities.
- Notify Me email and SMS text subscription.
- Photo gallery.
- Quick Links.
- Content archiving.
- Dynamic breadcrumbs.
- Dynamic sitemap.
- ADA accessible; compliant with Web Content Accessibility Guidelines
- Translation services.

- Mobile phone view and functionality.
- Menu management.
- Mouse over menu structure.
- Site layout options.
- RSS.
- Slideshow.
- Printer Friendly/email page.
- Online web statistics.
- Search engine.
- Social media integration.
- User & Group administration rights.
- Website administrative log.
- SEO tools.
- Marketing tools.
- Usage for multiple users with varying levels of admin and editing rights.
- Interactive user feedback tools (ex. polls, surveys)

Ongoing Upkeep and Maintenance of site should include:

- Install service patches for OS.
- Upgrades.
- Fixes.
- Improvements.
- Integration.
- Testing.
- Development.
- Usage License.
- Regular update of GTFS and Google Transit.

CONSULTANT shall provide YARTS a list of its security safeguards for customers and the agency that:

- Ensures access to the website 365 days a year, 24 hours/day.
- Protects customer privacy and personal payment information.
- Protects against malware, spyware, viruses, and any code of destructive or malicious nature.
- Guards against copyright or intellectual property infringement.

Ongoing and Emergency Support

- a. Provide robust support services with real time customer service available to resolve technical issues the same business day.
- b. The maximum response time allowed under contract must be within one business day from time of initial call for non-emergency situations. Our normal business hours are from 8 a.m. to 5 p.m. Monday through Friday except for holidays. However, the YARTS transit services operate seven days a week, 4:30 am – 12:00 am and only observes four holidays per year (New Year's Day, Easter, Thanksgiving Day, and Christmas Day); it is essential that emergency support be available during these times, if needed.
- c. Maximum response time for emergency situations must be four (4) hours from time of initial call. Failure to respond as noted will cause a withhold from the following invoice of \$50 per hour for each hour after the allotted time.

Note: YARTS currently owns and manages the domain www.yarts.com and will continue to do so throughout the term of this contract and beyond.

Details about the Provision of a Reservation System within the YARTS Website

Operational requirements of reservation system – system shall be compatible with internet-capable devices so as to support in-field operations of the Service. This includes, but is not limited to, scanners, display systems and agent terminals.

Data conversion and import services - The scope of Implementation shall include support to migrate tickets that have been purchased in YARTS' current ticketing system but have not been redeemed upon transition to vendor's proposed service.

Inventory requirements:

- Ability to create and manage multiple product types.
- Ability to create and manage multiple Reservation Products.
- Ability to create and manage Open Ended Ticket Products.
- Ability to create and manage multiple Bulk Purchase Products.
- Ability to create and manage multiple Commuter monthly pass Products.
- Ability to create and manage multiple Paid In Item Products.
- Ability to create and manage multiple Paid Out Item Products.
- Ability to associate fields to Paid In Items.
- Ability to associate fields to Paid Out Items.
- Ability to create and manage multiple Bundle Products.
- Optional feature: integration with 3rd-party reservation applications.

Booking Engine requirements:

- Ability to create reservations.
- Ability to change a reservation.
- Ability to cancel a reservation.
- Ability to book non-revenue passengers.
- Ability to book revenue passengers.
- Ability to auto-populate name and address for booking.
- Ability to associate every user transaction to a shift.
- Ability to associate every user transaction with a location.
- Ability to set up custom fields for tracking during a transaction.
- Ability to create custom labels (e.g., VIP, UMNR, unruly px, etc.).
- Ability to associate custom labels to tickets.
- Ability to view custom labels directly from manifest.

Web Sales requirements:

- Ability to publish a URL that links to your private online booking engine.
- Ability to embed JavaScript search form on home page.
- Custom full-page headline.
- Custom full-page logo.
- Ability to assign URL to custom logo.

- Ability to enter custom instructions header.
- Ability to enter custom instructions in HTML editor.
- Ability to support French and English URLs.
- Breadcrumbs available for navigation.
- Ability to modify search on each reservation step.
- Ability to collect passenger fare type, name, and email.
- Ability to support SSR per passenger.
- Ability to view summary page.
- Ability to view schedule summary.
- Ability to view tax, fee, and discount information.
- Ability to view total cost.
- Ability to view trip information including stop times between stations.
- Ability to collect custom fields for the transaction.
- Ability to enforce acceptance of terms and conditions.
- Automatically send email to purchaser of the transaction.
- Ability to download PDF tickets for the transaction directly from the confirmation page.
- Ability to share itinerary summary through Twitter.
- Ability to share itinerary summary through Facebook.
- Ability to share itinerary summary through Google+.
- Ability to email itinerary summary.

Network Agency Sales requirements:

- Ability to create reservations.
- Ability to change a reservation.
- Ability to cancel a reservation.
- Ability to book non-revenue passengers.
- Ability to book revenue passengers.
- Ability to auto-populate name and address for booking.
- Ability to associate every user transaction to a shift.
- Ability to associate every user transaction with a location.
- Ability to set up custom fields for tracking during a transaction.
- Ability to create custom labels (e.g., VIP, UMNR, unruly px, etc.).
- Ability to associate custom labels to tickets.
- Ability to view custom labels directly from manifest.

Network Agents/Partners Administration requirements:

- Ability to create multiple partners and agent resellers as part of the Network product.
- Ability to manage products by agency/partner.
- Ability to track commission level by agency/partner.
- Ability to manage available payment methods by agency.
- Ability for travel agents/partners to make bookings from a secure and dedicated portal.
- Ability for travel agents/partners to easily sell online from their websites using a custom Betterez widget.
- Ability for travel agents/partner to manage their own users, including addition and deactivation.

Customer Management requirements:

- Ability to create/edit customer profiles.

- Ability to segment customers into tiers based on Lifetime Value.
- Ability to view customer details.
- Ability to view past 12-month summary by customer.
- Ability to view recent transactions from the customer profile.
- Ability to view recent tickets from the customer profile.
- Ability to view recent payments from the customer profile.
- Ability to view recent refunds from the customer profile.
- Ability to view recent items from the customer profile.
- Ability to search for customers by name.
- Ability to search for customers by transaction #.
- Ability to search for customers by voucher #.
- Ability to search for customers by ticket #.
- Ability to view all transactions for a customer.
- Ability to view all tickets for a customer.
- Ability to view all payments for a customer.
- Ability to view all refunds for a customer.
- Ability to view all items for a customer.
- Ability to easily export customer list for email / marketing communications.
- Ability to carry customer details into the booking flow without requirement of reentry.

User Support Tools requirements:

- Ability to create and maintain system users and apply role-based system configuration settings by users/user groups.
- Individual user, password protected login.
- Configurable logoff time value for inactive sessions for scanning application.
- Access to searchable online user help.

Scheduling & Pricing requirements:

- Ability to create and maintain schedules.
- Ability to create and maintain routes.
- Ability to create and maintain fares.
- Ability to create and maintain fare types.
- Ability to change schedule times.
- Ability to change schedule capacity.
- Ability to change schedule stops.
- Ability to create and modify preliminary schedules off-line prior to activation.
- Ability to display detailed inventory and capacity.
- Ability to print schedule.
- Ability to view manifests in a 5 Day Outlook Dashboard.
- Ability to set up holidays.
- Ability to set up holiday schedules.
- Ability to set up blackout periods.
- Ability to opt to use a connections algorithm that connects all routes for the operator.
- Ability to control minimum and maximum connection times to ensure passengers can get from and to their connection.

- Ability to filter connection results if time difference between Trip Results is greater than absolute minute count.
- Ability to filter connection results if time difference between Trip Results is greater than percentage difference between options.
- Ability to upload fare table per route from CSV.
- Ability to update fare table per route directly in app.
- Ability to prevent certain O&D combinations from displaying by removing fares from fare table.
- Ability to create fare buckets per route.
- Ability to create fare rules per route and associate it to particular buckets.
- Ability to create base fare types by product.
- Ability to associate discounts of non-base fare types as a percentage from base fare.
- Ability to associate discounts of non-base fare types as an amount from base fare aa.
- Ability to associate a web sales price adjustment for fare types.
- Ability to define a fare type as a companion fare.
- Ability to define a fare type as requiring companion fare.
- Ability to assign a default quantity per fare type.
- Ability to control which channel a fare type is available through.
- Ability to move a ticket from one manifest to another.

Payment requirements:

- Ability to create and maintain payment types.
- Ability to create custom payment methods such (e.g., Check, Loyalty).
- Ability to enter multiple payment types on a specific transaction.
- Ability to authorize credit/debit cards manually.
- Ability to track payments made with cash/vouchers.
- Ability to support credit card transaction types: AMEX, MasterCard, VISA, and Visa Debit.
- Ability to support Pay on Account as form of payment.
- Ability to support Employee discounts as form of payment.
- Ability to upload CSV for available Pay on Account partners.
- Ability to upload Employee lists for payment selection.
- Ability to search Pay on Account accounts on ANY field from imported CSV while making payment.
- Ability to search Employee list on ANY field from imported CSV while making payment.
- Ability to view status of payment while payment processing.
- Ability to view payment details from credit card processor directly on the Transaction.
- Ability to reconcile payments to transaction via Transaction and Payment IDs.
- Ability to view all payments by customer.
- Ability to view all payments by transaction.
- Ability to view all payments by shift.

Printing requirements:

- Ability to print transaction receipts.
- Ability to control custom header for printed receipts.
- Ability to control custom footer for printed receipts.
- Ability to print custom terms and conditions on the bar code tickets.
- Ability to generate bar coded tickets for scanning.

Scanning and Redeeming requirements:

- Ability to support scanning from Android devices.
- Ability to display Trip # on PDF ticket.
- Ability to automatically accept Terms and Conditions during back-office flow.
- Ability to automatically print the ticket once back-office flow is completed.
- Ability to support basic Scanning workflow.
- Ability to support Trip Selection Scanning workflow.
- Ability to warn scanner if Trip # does not match trip selected.
- Ability to warn scanner if date doesn't match date on trip.
- Ability to warn scanner if Origin/Destination don't match O&D on trip.
- Ability to display custom message for scanners based on Fare Type.
- Ability to redeem a ticket from within the application.
- Ability to redeem a ticket directly from manifest.
- Ability to bulk redeem tickets for an entire week, by schedule.

Special Service Requests (SSRs) requirements:

- Ability to create custom SSRs (e.g., Wheelchair, unaccompanied minors, etc.).
- Ability to associate fees to SSRs.
- Ability to have certain SSRs impact capacity.
- Ability to associate SSRs to products.
- Ability to view SSRs directly from Manifest.

Reports requirements:

- Ability to view total tickets sales, by channel, in a dashboard.
- Ability to display the list of travel agencies/partners that are stored in the system.
- Ability to report on bookings created by a system user, by date.
- Ability to report on bookings by passenger type.
- Ability to report on bookings by booking channel.
- Ability to report on bookings by Market, including passenger totals/amounts.
- Ability to report on bookings by originating station.
- Ability to report on bookings by time.
- Ability to report on earned (i.e., already travelled) vs. un-earned (no shows, never travelled) revenue.
- Ability to report on bookings with promo codes/discounts, by promo code ID.
- Ability to report on promo codes booked for a specific origin/destination combination.
- Ability to report on refunds issued.
- Ability to report on capacity for future travel.
- Ability to report on passenger sales by origin/destination, by date range.
- Ability to report on passenger trips by day of week.
- Ability to report on user shifts.
- Ability to filter user shift reports by date range.
- Ability to filter user shift reports by user.
- Ability to filter user shift reports by location.
- Ability to report on transactions by location.
- Ability to report on payments by location.
- Ability to report on tickets by location.

- Ability to report on refunds by location.
- Ability to report on items by location.
- Ability to report on transactions by shift.
- Ability to report on payments by shift.
- Ability to report on tickets by shift.
- Ability to report on refunds by shift.
- Ability to report on items by shift.

Web Hooks requirements:

- Ability to set a POST request to a specific URL that will listen for events.
- Ability to select event that will be sent as a POST to URL.

Branding requirements:

- Ability to create and manage multiple brands.
- Ability to upload an image for your brand.
- Ability to associate a brand to one or more schedules.
- Ability to show brand in trip selection and on ticket.
- Ability to incorporate additional, temporary graphics that vary by route.

Operating Company requirements:

- Ability to create and manage multiple operating companies.
- Ability to associate an operating company to one or more schedules.
- Ability to set name of operating company to display on ticket.

Amenity Group requirements:

- Ability to create and manage amenities.
- Ability to create groups of amenities and manage them.
- Ability to associate an amenity group to one or more schedules.
- Amenity group shows in trip selection.

Operation Message requirements:

- Ability to create and manage multiple operation messages.
- Ability to set Effective start and end times and the wording of the message.
- Ability to specify station to associate operation message to.
- Ability to create and issue one-time vouchers.
- Ability to redeem one-time vouchers.
- Ability to redeem multi use vouchers.
- Ability to print one-time vouchers.
- Ability to print multi-use vouchers.
- Ability to create, issue and manage promotion codes.
- Ability to create multiple promotion code rules for each promotion code.
- Ability to support different discount levels based on O&D for the same promotion code.
- Support for multiple passenger types (e.g., Adult, Child, Senior, etc.).
- Individual passenger type fare display.
- Ability to subscribe to Purchase Notifications.
- Ability to support tax and fee requirements.

- Optional “I Agree to Terms” enforcement checkbox.
- Secure SSL Encryption.
- Real time credit card validation and authorization.
- Ability to generate confirmed manifests.
- Ability to create and manage transactions in real-time.
- Ability to print a passenger receipt/itinerary.
- Ability to assign voucher to a passenger.
- Ability to create and maintain passenger discount type codes by currency, discount percentage or amount, applicable to channel.
- Ability to define user security roles and login requirements.
- Ability for a user to reset their password.
- Ability to define vouchers to include credit type, expiration, travel dates, and market restrictions.
- Ability to create and maintain taxes.
- Ability to create and maintain fees.
- Ability to assign fees to changes.
- Ability to automatically assign fees to cancellations.
- Ability to automatically assign fees to tickets.
- Ability to automatically assign fees to transactions.
- Ability to automatically assign fees to passengers.
- Ability to automatically assign fees to journey.
- Ability to assign fees manually.
- Ability to override fees based on user role.
- Ability to report on fee overrides.
- Ability to create and maintain passenger discount types.
- Ability to create and maintain promotional discount codes.

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, February 7, 2024, 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: *RFP20240105YARTS – Design, Development and Hosting of the YARTS Website – Submission Deadline February 7, 2024, 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 31.

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 Work 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 Work in Section II. Proposals must include deliverables to be created within each task. Proposals may include milestone charts, flowcharts, and related graphics to display the timeframe for achieving and accomplishing the Requirements - Scope of Work 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 23 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
Technical capability to produce a functional website that is high quality, creative, and user-friendly for both customers and YARTS staff	30
Experience and Qualifications (of project staff and with demonstrated success with similar work)	30
Project Implementation Approach and Schedule	20
Ongoing Maintenance and Support	10
References	5
Cost	5
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, any applicable sales tax, and direct and indirect costs. Proposers may also include any other documents as information to further explain the proposed costs.

Name of proposer: _____

Activity	Year 1	Year 2	Year 3	Year 4
Design/build site	\$	\$	\$	\$
Maintenance and support	\$	\$	\$	\$
Ticketing/reservation system	\$	\$	\$	\$
Total cost per year	\$	\$	\$	\$

4-Year Base Contract **Subtotal:** \$ _____

Activity	Option term 1 (Contract Year 5)	Option Term 2 (Contract Year 6)	Option Term 3 (Contract Year 7)
Design/build site	\$	\$	\$
Maintenance and support	\$	\$	\$
Ticketing/reservation system	\$	\$	\$
Total cost per year	\$	\$	\$

Three 1-Year Options **Subtotal:** \$ _____

4-Year Base Contract Plus Three 1-Year Options **Grand Total:** \$ _____

CERTIFICATION

To: Yosemite Area Regional Transportation System
Attn: Mary-Michal Rawling, Public Affairs Manager
357 W. 18th Street
Merced, CA 95340

Re: Design, Development and Hosting of the YARTS Website No. RFP20240105YARTS

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.

Total Base Contract for 4-Year Cost: \$ _____ (05/01/2024 – 04/30/2028)
Option Term 1 Cost \$ _____ (05/01/2028 – 04/30/2029)
Option Term 2 Cost \$ _____ (05/01/2029 – 04/30/2030)
Option Term 3 Cost \$ _____ (05/01/2030 – 04/30/2031)
Total Proposed Cost (7 Years): \$ _____

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://californiaucp.dbesystem.com/>

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://californiaucp.dbesystem.com/>**

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://californiaucp.dbesystem.com/>**

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 May 2024 by and between the 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 WORK and incorporated herein by this reference as if set forth in full.

Section Two – Notice to Proceed

YARTS shall serve an email notice to proceed upon full execution of this Agreement. Upon receipt of such notice, 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 April 30, 2028. All work is contingent upon agreed upon services, available funding, and successful performance. The contract may be extended by YARTS for up to three additional one-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.

Section Four – Compensation and Invoicing

For services performed pursuant to this Agreement, YARTS agrees to pay, and CONSULTANT agrees to accept as payment in full, the amounts as identified on the cost summary provided in EXHIBIT B – COST SUMMARY. CONSULTANT shall be reimbursed no later than 30 days following receipt of a written, acceptable billing to YARTS. Invoice shall include details of tasks and/or work completed relevant to the billing payment request.

In each invoice, CONSULTANT shall include Agreement Number 20240105MMR, the full agreement amount, the previously billed dollar amount, the current invoice dollar amount, and the remaining agreement balance.

In the event YARTS disputes all or any part of a bill submitted by CONSULTANT pursuant to this Agreement, YARTS shall pay the undisputed portion of the invoice when due and shall notify CONSULTANT of the disputed amount in writing at least 10 days prior to the due date of the disputed invoice. The Parties shall use best efforts to resolve the dispute amicably and promptly. Upon determination of the correct billing amount, YARTS shall pay such amount within 10 days of such determination.

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 20240105MMR, 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 Public Affairs Manager, or designee, will act as YARTS's representative with respect to all work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define YARTS's policies and decisions with respect to materials, equipment, elements, and systems pertinent to 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:
Stacie Guzman, Executive Director
Yosemite Area Regional Transportation System
357 W. 18th Street
Merced, CA 95340

