



ANAHEIM RESORT TRANSPORTATION

Maintenance Services RFP # 2014-005

35 Liquefied Natural Gas NABI Low Floor Buses

ANAHEIM TRANSPORTATION NETWORK
1280 South Anaheim Boulevard
Anaheim, CA 92805
Phone: (714) 563-5287



An electronic copy of this RFP and attachments, if any, is available from the ATN's website: www.rideart.org/about-us/doing-business-with-atn. All RFP documents shall be submitted in hard copy. Electronic or e-mailed submissions shall be rejected.



Request for Proposals
Anaheim Resort Transportation
Fleet Maintenance Services
35 Liquefied Natural Gas NABI Low Floor Buses

Date:
February 14, 2014

To:
Fleet Maintenance Service Providers

From:
Anaheim Transportation Network
Board of Directors

Project Title:
Anaheim Resort Transportation
Fleet Maintenance Services
35 Liquefied Natural Gas NABI Low Floor Buses

Send Proposals To:
Anaheim Transportation Network
Attn: Diana Kotler
1280 S. Anaheim Blvd.
Anaheim, CA 92805

**Proposals must be received by 3 p.m. on
Friday, April 25, 2014**

Contact:
Diana Kotler
dkotler@atnetwork.org
714-563-5287 714-563-5289 (fax)

Schedule of Events

No.	Events	Dates (Calif. Time)
1	Pre-Proposal Conference	Friday, March 7, 2014 10 a.m. -- ATN Office 1280 S. Anaheim Blvd., Anaheim, CA
2	Deadline for submission of Proposer's Requests for Clarifications	Friday, March 21, 2014
3	Clarifications, Modifications and/or Answers to Questions posted on the website: www.rideart.org/about-us/doing-business-with-atn	Friday, April 5, 2014
4	Proposal Due Date and Time	Friday, April 25, 2014
5	Prequalified Service Providers Ranking Posted	Friday, May 16, 2014
6	ATN Board of Directors Action/Notice to Proceed	Wednesday, June 25, 2014



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- 7.0 Selection Process
- 8.0 Administrative Rules Governing This RFP Process

Related Documents:

- Exhibit A Application for Pre-Qualification
- Exhibit B Project Plan
- Exhibit C Cost Proposal
- Exhibit D Scope of Work
- Exhibit E Fleet List & Mileage
- Exhibit F Draft Agreement

1.0 Introduction

This Request for Qualifications (RFP) is the means for prospective maintenance service providers to submit their qualifications to the ATN for the services described in this document. The RFP and all associated documents and addenda are available in electronic form at www.rideart.org/about-us/doing-business-with-atn.

The Anaheim Transportation Network (ATN) is governed by the Board of Directors and is the primary policy making body for the provision of transit services in the greater Anaheim Resort Area. The ATN is a 501(C)(3) non-profit organization located in the City of Anaheim, California. The ATN provides a comprehensive transit service, known as the Anaheim Resort Transportation (ART) in the greater Anaheim Resort area, including cities of Anaheim, Orange, Buena Park, Santa Ana and Garden Grove. ART service connects sixty two (62) areas' hospitality establishments with local destinations and attractions such as:

- | | |
|-------------------------------|--|
| Disneyland Resort | The Block at Orange |
| Disney's California Adventure | Crystal Cathedral |
| Downtown Disney District | Anaheim Stadium & Amtrak Train Station |
| Anaheim Convention Center | The Honda Center |
| Anaheim GardenWalk | Buena Park Attractions |

ART service is comprised of nineteen interchangeable routes operating 365 days per year on a 20-minute schedule frequency. Daily service begins 60 minutes before area attractions open and concludes 30 minutes after closing. Disneyland's East Esplanade provides assigned priority pick-up and drop-off locations. Specific ART service metrics and information are provided as Attachment 1.



Under the contract with the ATN, the selected contractor will be responsible for the following maintenance services functions:

- | | |
|------------------------------|--------------------|
| 1. Fleet Maintenance | 4. Reporting |
| 2. Mechanics and Technicians | 5. Parts Inventory |
| 3. Maintenance Workers | 6. Utility Workers |

2.0 Purpose of this RFP

The ATN seeks to prequalify a pool of qualified **turn-key** transit fleet maintenance service providers. Service providers selected through this RFP process will be requested to start provision maintenance services within a 30-day notice to proceed. Subject to the conditions prescribed by the ATN and provided herein, the ATN is hereby soliciting qualifications to prequalify service provider(s) in a timely manner. Selection will be made on the basis of qualifications.

In responding to this RFP, all service providers are required to adhere to all ATN requirements provided herein.

3.0 Project Description

The ATN provides a comprehensive transit service, known as the Anaheim Resort Transit (ART), in the greater Anaheim Resort area, including cities of Anaheim, Orange and Garden Grove. ART service connects sixty two (62) areas' hospitality establishments with local destinations and attractions such as:

Disneyland	The Block at Orange
Disney's California Adventure	Crystal Cathedral
Downtown Disney	Anaheim Stadium & Amtrak Train Station
Anaheim Convention Center	The Honda Center
Anaheim GardenWalk	Buena Park Attractions

ART service is comprised of seventeen interchangeable routes operating 365 days per year on a 20-minute schedule frequency. Daily service begins 60 minutes before area attractions open and concludes 30 minutes after closing. Disneyland's East Esplanade provides assigned priority pick-up and drop-off locations. Specific service descriptions as Exhibit D.

Currently, the ART fleet consists of seventy six (76) ADA accessible buses. A complete ATN Fleet List is provided as Exhibit C. This RFP seeks maintenance service for 35 LNG NABI heavy-duty low floor transit buses.

The initial term of the agreement would be for three years with two one-year options could be exercised prior to the expiration of the initial term.

All maintenance functions shall be conducted at the Proposer's facility. Due to space limitations at the ATN's new facility located at 1354 South Anaheim Boulevard, Anaheim, CA, the ATN is not able to accommodate all maintenance services and seeks a contractor, with facilities within a 5-mile radius of



the ATN's facilities, to provide to-be-contracted maintenance services. Proposers must provide a detailed description of its maintenance facilities, including but not limited to the following:

1. Location;
2. General facility description;
3. Number of bus bays;
4. Distance and transportation of buses from ATN to the proposed location;
5. Staffing Credentials;
6. Compliance Qualifications;
7. Bus wash accommodations; and
8. Any other pertinent maintenance service needs.

4.0 Responding to this Request for Qualifications

The ATN has developed the schedule of events (see page 1) with dates showing the key events in this solicitation process. The RFP and its schedule are subject to change, and the ATN does not send notifications of changes to this RFP or the schedule to prospective Proposers and will not be responsible for failure of any Proposer to receive notification of any change in a timely manner. Proposers are advised to visit the ATN website (www.rideart.org/about-us/doing-business-with-atn) frequently to check for changes and updates to the RFP, including the schedule. Prospective Proposers must take the following actions according to the specified timelines in order to participate in this process.

5.0 Optional: Submit Questions Prior to the Pre-Proposal Conference:

If your organization wishes to submit questions that will be answered at the Pre-Proposal Conference, please submit your written questions via email as described below. Questions at this stage should address the particulars of the RFP process and general questions about the overall nature of ART service. Proposers are requested to withhold highly specific questions regarding the ART service until after the Pre-Proposal Conference. Note: Your firm name will appear when the answers to the questions you have submitted are posted to the ATN website. Posting of answers to this initial set of questions on the ATN website will be made after the Pre-Proposal Conference.

6.0 Pre-Proposal Conference:

Date: Friday, April 11, 2014 at 10 a.m.
Location: Anaheim Transportation Network
1280 South Anaheim Blvd., Anaheim, CA 92805

Members of the project team will provide an overview for the required maintenance services. The requirements of the Anaheim Resort Specific Plans relative to transportation operations in the greater Anaheim Resort area will be provided. Questions about the RFP process and the ART service in general will be answered. Although questions will be responded to verbally, the official and binding response will be the written response posted to the ATN website.



7.0 Optional: Submit Requests for Clarifications re: the RFP and Email Intent to Respond:

If your organization wishes to submit questions prior to submission of a Proposal, please submit using the form and process as described in Section 8 below. Answers to questions will be posted on the website.

Email Indicating Interest: Service providers who intend to respond to this solicitation are requested to notify the ATN by sending an email to dkotler@atnetwork.org. This is not mandatory, but is strongly encouraged, to assist the ATN in managing the RFP process. Please include the name, address, telephone, fax number, and e-mail address of the firm and contact person.

8.0 Preparing and Packaging Your Proposal:

Proposals should provide straightforward, concise information that satisfies the requirements noted in this RFP. Expensive binding, color displays, and the like are discouraged. Emphasis should be placed on brevity, conformity to the ATN's instructions, selection criteria of this RFP, and completeness and clarity of content. Attachments, except as noted, will not be accepted.

Each Proposer's Statement of Qualifications (SOQ) should clearly and accurately demonstrate specialized knowledge and experience required for consideration. In a sealed envelope clearly marked "Proposal" – (firm name), please submit the following:

- a) One (1) original of the service provider Information form completed in the exact legal name of the Proposer's business signed by an authorized representative of the Proposer;
- b) One (1) compact disk (CD) containing the complete proposal; and
- c) Four (4) copies in paper form of the SOQ, which consists of a Cover Letter, completed Application For Pre-Qualification, Background and Experience, and Project Approach.

8.1 Cover Letter

Provide a cover letter that references this RFP and confirms that all elements of the RFP have been read and understood and that the Proposer takes no exception to the materials provided. The cover letter shall be one page maximum and signed by an individual authorized to bind the Proposer contractually. Include in the letter:

- § The exact legal name, address, telephone and fax numbers, and federal tax identification number of the organization proposing to do business with the ATN (or social security number if the organization is a sole proprietorship);
- § The name, telephone, fax, address, and e-mail address of one business person who is the organization's designated representative; and
- § The name, telephone, fax, address, and e-mail address of the contract management or legal person who will liaison with the ATN in contractual matters.



8.2 Application for Prequalification:

Section 1: -- Application for Prequalification: Complete Application for Prequalification form, per specific instructions included in Exhibit A.

Section 2: -- Background and Experience

The Proposer shall describe its specific responses to the selection criteria. Responses should provide specific information regarding experience, expertise of the key personnel, description of customer service process, and capacity to deliver high quality maintenance services, and any other relevant selection criteria information not provided elsewhere in the RFP.

Section 3: Proposed Approach

Provide a Project Implementation Plan for assumption of maintenance duties within a 30-day period from issuance of the notice to proceed.

The Project Implementation Plan should deal directly with the issues of your methodology for the provision of a comprehensive LNG bus maintenance program.

In a separate package, each Proposer should submit a proposed Cost Proposal. Cost Proposal should clearly and accurately demonstrate applicable service rates. Cost Proposal should be submitted in a sealed envelope clearly marked "Cost Proposal" – (firm name).

Any questions regarding this solicitation document shall be directed in writing to Diana Kotler, ATN's Executive Director. Proposers are to refrain from contacting any other ATN personnel with regards to this RFP.

Diana Kotler, Executive Director
Anaheim Transportation Network
1280 South Anaheim Blvd.
Anaheim, CA 92805
dkotler@atnetwork.org
714-563-5287 x203
714-563-5289 -- fax

9.0 Project Plan, Legal Terms and Conditions

The Project Plan document can be found attached as Exhibit B and applicable service characteristics for the maintenance service can be found in Exhibit C of this RFP.

10.0 Submitting Your Proposal

In order to be considered, the ATN requires that the RFP be provided in written form, not later than the time and date indicated in the Schedule of Events on page 1.



Proposals are not to be submitted via e-mail. Proposals may be sent by US mail service certified mail, or overnight delivery carrier, or may be delivered in person. The Proposer assumes all risk of loss regarding any delivery method it chooses to use, and the ATN shall not be held responsible for any failure of any delivery service/method. The Proposer is solely responsible for ensuring delivery no later than the date and time specified. The ATN will return unopened, any proposal received after the time specified in the most current RFP Schedule.

Proposal should be sent to:

Anaheim Transportation Network
Attn. Diana Kotler
1280 South Anaheim Blvd.
Anaheim, CA 92805

11.0 Selection Process

It is the intention of the ATN to select prequalified firms to provide delivery of transit services taking into consideration both the quality of the Proposer, as demonstrated by their evidenced competence and experience, and on the Proposer's plan to accomplish all tasks.

11.1 Proposal Evaluation Process

The evaluation team will first evaluate the Qualifications portion of the submitted proposal to determine its responsiveness to the ATN's expressed needs, and score them as described below. The evaluation team will not be privy to the contents of the Price Proposals during this part of the evaluation process.

11.1.1 Qualifications/Project Plan Evaluation Process:

The proposals received will be analyzed and scored by members of an evaluation team which will be comprised of ATN and OCTA staff and community representatives. Each member of the evaluation team will assign a point score according to the following grading schedule. Points assigned by the individual team members will then be averaged to determine a Total Quality Points score for each Proposer.

Demonstrated Experience of the Firm: 40 points

Experience of the firm in relation to the work to be performed, including demonstrated ability to meet transit maintenance service provision needs to the traveling public, demonstrated ability to meet transition schedules, and assurance to be able to provide uninterrupted transit service.

Demonstrated Experience and Training of Project Personnel: 20 points



Demonstrated experience and training of the principals and key personnel to be assigned to the project, and continuity of firm's proposed staff with the firm. Demonstrated ability to meet customer service needs and quality assurance.

Project Plan: 40 points

The proposed Project Plan shall demonstrate the Proposer's approach to this project indicating a clear understanding of the purpose, service, scope, and objectives of this solicitation. Attention should be paid to the service provision issues.

TOTAL POSSIBLE POINTS 100 points

11.1.2 Short List and Interviews

Should a short list be created to conduct interviews, this short list will include up to three firms. Proposers not on the short list will be ineligible for further consideration. The interviews will be evaluated on the same criteria as the proposals. After interviews are conducted, each member will review his/her own Total Quality Points previously assigned to each Proposer on the short list and make adjustments if necessary, and the final scores will be re-calculated.

12.0 Administrative Rules Governing this RFP Process

By virtue of submission of a proposal, the Proposer agrees to be bound by rules with regards to this RFP and said proposal. Said rules shall in no way act to limit the ATN's right to negotiate additional or different terms if it sees necessary.

The ATN reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the ATN responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files.

The ATN policy is to follow the intent of the California Public Records Act (PRA). If a Proposer proposal contains material noted or marked as confidential and/or proprietary that, in the ATN's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If the ATN does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a Proposer is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

A. General

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive procedures as they relate to the procurement of goods and services. A Proposer proposal is an irrevocable offer for 90 days following the deadline for its submission.
2. In addition to explaining the administrative requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

B. Errors in the solicitation document

1. If a Proposer submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Proposer shall immediately provide the ATN with written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the ATN may modify the solicitation document prior to the date fixed for submission of proposals by issuing an addendum to all Proposers to whom the solicitation document was sent.
2. If, prior to the date fixed for submission of proposals, a Proposer submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the ATN of the error, the Proposer submits a proposal at its own risk and, if the Proposer is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

C. Questions regarding the solicitation document

1. If a Proposer's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Proposer may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." The Proposer must submit a statement explaining why the question is sensitive. If the ATN concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the ATN does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Proposer will be notified.
2. If a Proposer submitting a proposal believes that one or more of the solicitation document requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the Proposer may submit a written request that the solicitation document be changed. The request must set forth the recommended change and Proposer's reasons for proposing the change. Any such request must be submitted to the

ATN by the date and time listed in this RFP for "Deadline for submission of Proposer's Requests for Clarifications, Modifications or Questions regarding the RFP".

D. Addenda

1. The ATN may modify the solicitation document prior to the date fixed for submission of proposals by faxing an addendum to the Proposers to whom the solicitation document was sent. If any Proposer determines that an addendum unnecessarily restricts its

ability to submit a proposal, it must notify the ATN no later than one day following the receipt of the addendum.

E. Withdrawal and resubmission/modification of proposals

1. A Proposer may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the ATN in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received at the ATN no later than the proposal due date and time listed in this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in this RFP.

F. Evaluation process

1. An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
2. If a proposal fails to meet the solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
3. Proposals that contain false or misleading statements may be rejected if in the ATN's opinion the information was intended to mislead the ATN.
4. Cost sheets will be evaluated and reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.
5. During the evaluation process, the ATN may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.



G. Rejection of bids

1. The ATN may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The ATN's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a Proposer from full compliance with solicitation document specifications. The ATN reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the ATN's best interest. Moreover, the ATN reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interests of the ATN.

H. Award of contract

1. Award of contract, if made, will be in accordance with the solicitation document and made to the highest ranked responsive and responsible Proposer submitting a proposal that is most compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the ATN.
2. The ATN reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

I. Decision

1. Questions regarding the ATN's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to the individual listed in the Submitting Your Proposal section of this RFP who will forward the matter to the appropriate contracting officer.

J. Execution of contracts

1. The ATN will make a reasonable effort to execute any contract based on this solicitation document within 60 days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
2. A Proposer submitting a proposal must be prepared to use ATN contract form rather than its own contract form.
3. Cost proposal shall remain firm for up to 180 days from proposal submittal.

K. Protest procedure

1. General

Failure of a Proposer to comply with the protest procedures set forth in this Section K, will render a protest inadequate and non-responsive, and will result in rejection of the protest.

2. Prior to Submission of Proposal

An interested party that is an actual or prospective Proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Due Date and Time. Failure to do so may be grounds for denying the protest.

3. After Award

A Proposer submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The Proposer has submitted a proposal that it believes to be most responsive to the solicitation document;
- b. The Proposer believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and
- c. The Proposer believes that the ATN has incorrectly selected another Proposer submitting a proposal for an award.

Protests must be received no later than five (5) business days after the protesting party receives a Non-Award letter.

4. Form of Protest

A Proposer who is qualified to protest should submit the protest to the individual listed in the Submission of Proposals section on the coversheet of this RFP who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to

the address noted above. If the protest is hand-delivered, a receipt must be requested.

- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The ATN, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the ATN will not consider such new grounds or new evidence.

5. Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the ATN will provide a written determination to the protestor prior to the Proposal Due Date. If required, the ATN may extend the Proposal Due Date to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below, and the ATN, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

6. Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the ATN will investigate the protest and will provide a written response to the Proposer within a reasonable time. If the ATN requires additional time to review the protest and is not able to provide a response

within ten (10) business days, the ATN will notify the Proposer. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The ATN, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

7. Appeals Process

The Executive Director's decision shall be considered the final action by the ATN unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the ATN's Board of Directors, at the same address noted in the Submission of Proposal section of the coversheet of this RFP, within five (5) calendar days of the issuance of the Executive Director's decision.

The justification for appeal is specifically limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
- b. The Executive Director's decision contained errors of fact, and that such errors of fact were significant and material factors in the Executive Director's decision; or
- c. The decision of the Executive Director was in error of law or regulation. The Proposer's request for appeal shall include:
 1. The name, address telephone and facsimile numbers, and email address of the Proposer filing the appeal or its representative;
 2. A copy of the Contracting Officer's decision;
 3. The legal and factual basis for the appeal; and
 4. The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the ATN's Board of Directors will review the request and the decision of the Executive Director and shall issue a final determination. The decision of the ATN's Board of Directors shall constitute the final action of the ATN.

L. News releases

1. News releases pertaining to the award of a contract may not be made without prior written approval of the ATN's Executive Director.

M. Disposition of materials

1. All materials submitted in response to this solicitation document will become the property of the ATN and will be returned only at the ATN's option and at the expense of the Proposer submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a Proposer

considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the Proposer's proposal as it may be made available to the public.

N. Payment

1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
2. **THE ATN DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the ATN and the selected Proposer. The ATN may withhold ten (10) percent of each invoice until verification of service provision and invoice accuracy. The amount withheld may depend upon the payment schedule provided in the agreement between the ATN and the selected Proposer.



EXHIBIT A

APPLICATION FOR PRE-QUALIFICATION Fleet Maintenance Service Provider

CONTENTS OF PRE-QUALIFICATION PACKAGE

1. General Instructions and Information
2. **Application for Pre-Qualification**
 - q Part I – Organization Information and Affidavit
 - q Part II – Essential Requirements for Qualification
 - q Part III – Organization, History, Performance, Compliance with Civil and Criminal Laws
 - q Part IV – Organization’s Statement of Experience
 - q Part V – Organization’s Insurance Requirements



1. GENERAL INSTRUCTIONS AND INFORMATION

A. General Information

This Prequalification of Maintenance Service Providers for the provision of maintenance services, is required.

Prequalification shall remain valid until the contract for provision of transit services is awarded or until responding firms are notified in writing by the ATN in the unexpected event that no contract will be awarded. It is mandatory that all service providers who intend to submit a proposal fully complete the pre-qualification questionnaire, provide all materials requested, and be approved by the ATN.

NOTES:

1. Each partner of a partnership or joint venture proposal must individually meet the conditions
2. Limited Liability Companies (LLCs) and Corporations will be required to comply with a Personal Guaranty of Obligations.

Answers to questions contained in the attached questionnaire, information about current services and supplemental information are required. The ATN will use these documents as the basis for rating service providers. The ATN reserves the right to check other sources available. The ATN's decision will be based on objective evaluation criteria.

The ATN reserves the right to adjust, increase, limit, suspend or rescind the pre-qualification rating based on subsequently learned information. Service providers whose ratings are sufficient to disqualify them will be notified.

While it is the intent of the pre-qualification questionnaire and required documents to assist the ATN in determining a select list of transportation service providers neither the fact of pre-qualification, nor any pre-qualification rating, will preclude the ATN from considering and/or determining whether a service provider has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, or the requisite trustworthiness to be awarded a contract.

B. Data Required

All portions of the Application for Prequalification should be completed, with additional information attached if the space provided does not suffice. Failure to include the information called for may result in disqualification. It is essential that transportation experience of the service provider be demonstrated, as such experience is considered in establishing prequalification.

NOTE: The pre-qualification packages (including without limitation the questionnaire answers) submitted by service providers are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in the case of an appeal. To the extent that state law requires that the names of service providers



applying for pre-qualification status be public record subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the service provider on whose behalf that person is signing. If any information provided by a service provider becomes inaccurate, the service provider must immediately notify the ATN and provide updated accurate information in writing, under penalty of perjury.

The ATN reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a specific future public works project.

2. Application for Pre-Qualification

The specific documents that must be submitted are attached.

- q Part I – Organization Information and Affidavit
- q Part II – Essential Requirements for Qualification
- q Part III – Organization, History, Performance, Compliance with Civil and Criminal Laws
- q Part IV – Organization’s Statement of Experience
- q Part V – Organization’s Insurance Requirements



PART I. ORGANIZATION INFORMATION and AFFIDAVIT

The following documents, Prequalification Application, Parts I through V, are to be filed with the ATN by the Organization requesting Prequalification, for the aforementioned Project:

Firm Name: _____ Check One: Corporation
(as it appears on license) Partnership
 Sole Prop.

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Service provider's USDOT and PUC License Number(s):

AFFIDAVIT

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

(Date)

(Signature)

(Print name)

(Title)



PART II. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

1. Service provider maintains commercial general liability insurance with a policy limit of at least \$10,000,000.00 per occurrence and \$10,000,000.00 annual aggregate.
 Yes No
2. Service provider has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
 Yes No
3. Has your US DOT and/or PUC license been revoked at any time in the last five years?
 Yes No
4. Have you failed to pass a CHP inspection at any time in the past five years?
 Yes No
5. At any time during the last five years, has your company or any of its owners or officers been convicted of a crime involving the award of a contract?
 Yes No

PART III. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

FOR FIRMS THAT ARE CORPORATIONS:

- 1a. Date incorporated: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, and treasurer), or (b) the owner of at least ten percent of the corporation's stock.

Name	Position	Years with Co.	% Ownership



--	--	--	--

1d. Identify every other transportation firm that any person listed above has been associated with (as owner, general partner, limited partner, manager or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or 10 percent or more of its stock, if the business is a corporation.

Person's Name	Transportation Company	Dates of Person's Participation with Firm

FOR FIRMS THAT ARE PARTNERSHIPS:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 percent or more of the firm.

Name	Position	Years with Co.	% Ownership

1d. Identify every other transportation firm that any person listed above has been associated with (as owner, general partner, limited partner, manager or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or 10 percent or more of its stock, if the business is a corporation.

Person's Name	Transportation Company	Dates of Person's Participation with Company

FOR FIRMS THAT ARE SOLE PROPRIETORSHIPS:

- 1a. Date of commencement of business. _____



- 1b. Social security number of company owner. _____
- 1c. Identify every other transportation firm that the business owner has been associated with (as owner, general partner, limited partner, manager or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Transportation Company	Dates of Person's Participation with Company

FOR FIRMS THAT INTEND TO SUBMIT PROPOSALS AS PART OF A JOINT VENTURE:

- 1a. Date of commencement of joint venture. _____
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

<i>Name of firm</i>	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.

Yes No

If "yes," explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another transportation firm?
NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, manager or officer of your firm holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other transportation firms?



NOTE: Include information about other firms if an owner, partner, manager or officer of your firm holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed page.

5. State your firm's gross revenues for each of the last three calendar years:

_____ _____ _____
2013 2012 2011

6. How many years has your organization been in business in California under your present business name? _____ years

7. Is your firm currently the debtor in a bankruptcy case?

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

9. List all US DOT and PUC license numbers, classifications and expiration dates:

10. Has your firm changed names or license number(s) in the past five years?

Yes No

If "yes," explain on a separate signed page, including the reason for the change.

11. Has any owner, partner, (for LLCs) manager or (for corporations) officer of your firm operated



under any other name in the last five years?

Yes No

If "yes," explain on a separate signed page, including the reason for the change.

Disputes

12. At any time in the last five years has your firm been assessed and paid liquidated damages in excess of \$25,000?

Yes No

If yes, explain on a separate signed page, amount of liquidated damages assessed and supporting information necessary to explain the assessment of liquidated damages.

13. In the last five years has your firm, or any firm with which any of your company's owners, officers, managers or partners was been disqualified, removed or otherwise prevented from bidding on, or completing, any project for any reason?

Yes No

If "yes," explain on a separate signed page. Identify the year of the event, name of the project, and the basis for the action.

Criminal Matters and Related Civil Suits

14. Has your firm or any of its owners, officers, managers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any entity?

Yes No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

15. Has your firm or any of its owners, officers, managers or partners ever been convicted of a crime involving any federal, state, or local law related to provision of transportation services?

Yes No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.



16. Has your firm or any of its owners, officers, managers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.



PART IV. ORGANIZATION'S STATEMENT OF EXPERIENCE

Name of Organization (Name must correspond exactly with Service Provider's License)

Provide information on projects completed or currently in progress that demonstrate your organization's experience with projects of similar scope, size and complexity. At a minimum, provide information on five most recent transportation service contracts held within the last three years.

1. Relevant Projects

Submit at least five (5) examples of your organization's relevant projects with value of approximately \$500,000 in the state of California. Relevant projects shall include as many of the following components, as applicable:

- Projects that required complex schedules requiring split shifts to accommodate peak and off-peak operating variations
- Projects that involve integration and operations of alternative fuel buses

Clearly identify the relevance of each project and be specific as to the nature of any self-performed work and the role of your organization in the management of the overall project. List each project by name, location, current contact information including phone number and email address. Include a description of the transportation service type, and contract value.

A Sample Format is included following this listing of categories.

2. Maintenance Service

Describe your organization's philosophy and approach to the provision of fleet maintenance services. Please include training for mechanics, supervisors and other staff.

3. Key Personnel

Provide proposed key personnel's qualifications, experience, length of employment with company, and training to competently manage this project. Key personnel shall include principal(s) or officer(s) having overall project responsibility, as well as on-site project manager(s). Provide an overview of how your organization intends to structure management operations and communication with the ATN.

4. Safety Program

The ATN is committed to the safety of all employees, passengers, the surrounding community, visitors and the environment. Describe your organization's Safety Management Plan and provide an overview of your safety training/continuing education program(s).



Example Project Description and Information

Names and references must be current and verifiable. Use separate sheets that contain all of the following information:

Agency Name: _____

Location: _____

Contact (name and current phone number):

Description of Project, Scope of Work Performed:

Total Value of Contract: _____

Original Contract Award Date: _____

Anticipated Date of Completion: _____

Include information to address all the previously listed categories: Customer Service, Key Personnel, and Safety Program.



PART V. INSURANCE REQUIRMENTS

Name of Organization _____

Insurance Requirements

Each policy of insurance carried by the transportation provider for this project shall be issued by an insurance company licensed to do business in the State of California with a rating of "A" or better and a financial size category of "V" or better according to the latest edition of "Bests".

- A. List the names of the insurance firms utilized by your organization in the last five (5) years, for projects over \$10,000,000.00

Name of Insurance Company No. 1 _____

Address: _____

Contact Name: _____ Telephone: _____ Fax: _____

Rating: _____

Name of Insurance Company No. 2 _____

Address: _____

Contact Name: _____ Telephone: _____ Fax: _____

Rating: _____

Name of Insurance Company No. 3 _____

Address: _____

Contact Name: _____ Telephone: _____ Fax: _____

Rating: _____



EXHIBIT B -- PROJECT PLAN

Project Description

2. Project Description

The Anaheim Resort Transportation (ART) service began operations in May 2002. The concept for ART was established through the Anaheim Resort Specific Plan EIR. The ART system was formalized by the City of Anaheim and the local business community to provide public transportation service for the residents, employees and guests of the City of Anaheim and the greater Anaheim Resort area, including the cities of Anaheim, Garden Grove, Orange, Buena Park, and Santa Ana.

The Anaheim Transportation Network (ATN) administers the delivery of ART services on behalf of the City of Anaheim, through a franchise agreement. The ATN is not affiliated with the City of Anaheim or other public entity. The ATN is its own 501(C)(3) non-profit transportation management association, which is governed by an eleven-member Board of Directors that is comprised of representatives from Anaheim's business community, as well as "ex-officio" members representing OCTA, the City of Anaheim Planning Commission, and the Anaheim Chamber of Commerce.

The ART service is provided seven days a week from 7:00 am to 12:00 am. There are currently 20 ART routes operating on 20 minute headway-based schedules. All ART routes originate at the Main Transportation Center, known as the East Esplanade. The Anaheim Convention Center and GardenWalk are secondary hubs, served by 17 out of 20 routes.

2. Project Plan & Responsibilities

ATN Responsibilities

- § ATN administers ART through an Executive Director and support staff assigned directly to the ART service
- § Administration of the 3rd party service contract for the provision bus operators
- § General contract administration and quality control
- § Media liaison
- § Management of ART system changes within service area, with input and coordination with the service provider of permanent and temporary routing or access changes
- § Management of financial audits
- § Provision of reports to public agencies on service performance and ridership data



Service Providers Responsibilities:

- § Establish and maintain a comprehensive maintenance program for 35 Liquefied Natural Gas NABI low Floor buses
- § Hiring, training, and supervising all maintenance staff
- § Service fleet to meet daily pull-out and back-up requirements
- § Full financial and reporting accountability for conducted work
- § Provision of reports on service, fleet status and readiness for service
- § Ability to park and store 35 LNG 40-foot buses



Exhibit D
Scope of Work



Fleet Maintenance Services Scope of Work

VEHICLE MAINTENANCE SCOPE OF WORK

The CONTRACTOR shall have the responsibility to establish and maintain a comprehensive program to perform maintenance on all revenue vehicles to be used for contracted services described in this Scope of Work (SOW). Properly allocating resources to the basic maintenance functions is a matter of defining clearly the overall requirements and balancing of resources.

ATN shall provide fuel for all revenue vehicles assigned for operation under the contract. Fuel is considered a consumable used to maintain and operate motor vehicles. CONTRACTOR should be aware of fuel usage reports and general trends in fuel usage since overall vehicle condition, frequency of tune-up, and other factors can increase mileage. See Fueling in this section for more details.

Project Staffing- Maintenance

A. Maintenance Manager

The CONTRACTOR shall assign a Maintenance Manager to this project to ensure that the ATN's maintenance standards are maintained and achieved.

B. Mechanics

CONTRACTOR shall assign an adequate number of mechanics to meet or exceed the requirements for vehicle maintenance as outlined below:

Mechanics must be knowledgeable of liquefied natural gas, engines, transmissions, differentials, braking systems, suspension and steering systems, advanced electronic/electrical systems, heating, ventilation, and air conditioning (HVAC) systems, wheelchair lifts/ramps, fuel systems and compliant preventive maintenance inspection procedures. Specific areas of expertise shall include, at a minimum:

- § Ability to complete reliable, and safe preventable maintenance inspections;
- § Independently diagnose and repair defects on systems as necessary;
- § Use automotive and fleet specific test equipment and specialized tools effectively;
- § Obtain precision measurements as required;
- § Diagnose and perform repairs on systems related to light/medium and heavy transit buses, various types of support vehicles and all vehicles listed in the vehicle inventory;
- § Diagnose, repair, and maintain vehicle power-trains, including but not limited to engines, transmissions, driveshaft, differentials, brake retarders and related sub-components;
- § Diagnose, repair, and maintain vehicle brake systems, suspensions/steering, electrical/electronic systems, and related sub components;
- § Diagnose, repair, and maintain advanced electronic/electrical systems. Must be able to read and understand electrical schematics;
- § Diagnose, repair, and maintain air conditioning/heating/ventilation systems and be certified to perform repairs and handle refrigerant incidental to repairs;
- § Adjust, repair, or replace damaged body parts and window glass;
- § Provide on-the-job training, diagnose, repair, and maintain wheelchair lifts; and



- § Read and understand parts and repair manuals, and electrical/vacuum schematics; complete the necessary paperwork associated with the job.

1. Mechanic Training Requirements

Training for all mechanics should include ASE certification training, vendor provided training, and maintenance safety training. Specific topics shall include at a minimum:

- § Brake Inspection Certification training;
- § Electromagnetic braking systems (brake retarder) training;
- § Wheelchair lift and ramp manufacturers training;
- § Hazmat and storm water training;
- § Alternative fuel LNG system training;
- § Liquefied natural gas fuel storage cylinder inspection training;
- § Air conditioning and refrigerant training;
- § OSHA & DOT compliance, health and safety training;
- § Hazardous waste operations and emergency response training;
- § Lockout/tag out training;
- § Material handling and storage requirements training;
- § Forklift or loading equipment training (if applicable);
- § Fall protection training;
- § Body repair and painting; and
- § Welding

2. Special Qualifications

All mechanics shall meet the following minimum qualifications:

- § Must have a valid Class B, Commercial California Driver's License. It is the CONTRACTOR'S responsibility to ensure all technicians test-driving buses and responding to road calls have a current Class B drivers license with proper endorsements;
- § Current Medical Certificate;
- § In good standing with the DMV, with all DMV and CHP certification requirements;
- § Prefer automotive or medium/heavy truck ASE certifications in the following areas; Brakes, Compressed Natural Gas Engines, Steering/Suspension, HVAC and Electrical/Electronics.
- § Show evidence all mechanics have passed state required brake training;
- § Air conditioning certified; and
- § Experience in California Air Resources Board opacity inspection procedures for diesel-powered vehicles.

C. Service Workers

The CONTRACTOR shall assign an adequate number of service workers to meet or exceed the requirements for vehicle servicing as specified herein. Service workers shall meet the following minimum qualifications:



- § Ability to accurately inspect vehicle fluid levels and add fluids as needed.
- § Operate vehicles to facilitate a weekly safety brake inspection procedure.
- § Maintain up to date, accurate records of vehicle fueling and vehicle cleanliness requirements.
- § Possess and maintain a license to operate a motor vehicle in the state of California.
- § Service workers shall be thoroughly trained to operate all ATN provided revenue service vehicles. However, service workers shall not be permitted to operate these vehicles outside of the operation facility.

Vehicle Fleet and Vehicle Maintenance Program

A. Revenue Vehicles

ATN shall provide 40 vehicles to the CONTRACTOR for the operation of the service. Each vehicle shall be equipped by the ATN with a farebox, mobile radio programmed to ATN’s radio frequency, mobile data terminal.

<u>Vehicle</u>	<u>Size</u>	<u>Chassis</u>	<u>Total</u>
NABI	40'	NABI	35

B. Contractor Vehicle Maintenance Program

The CONTRACTOR shall have responsibility to establish and maintain a comprehensive program to perform maintenance on all revenue vehicles to be used for contracted services described in the SOW.

All maintenances and repairs of vehicles shall be in accordance with ATN specified standards, whether performed by the CONTRACTOR or authorized subcontractors. Maintenance of ATN’s fleet shall be done at a time that shall ensure maximum availability of vehicles for service. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the maximum number of vehicles shall be available for service during the service day.

ATN’s Maintenance Administrator or his/her designee may inspect, unannounced or announced, the vehicles at any time either at the ATN bases or while the vehicle is in service.

The CONTRACTOR shall maintain vehicles in such a way as to, at all times, protect ATN’s investment. CONTRACTOR’s maintenance program shall be performed in such a manner as to ensure that repairs are done at the point where they shall require the least expenditure.

Examples of this are:

- § Repairing an engine miss promptly to avoid a dropped valve or severely scored cylinder wall;
- § Routine oil sampling of engines and transmissions to avoid catastrophic failures;
- § Identifying and responding to trends which affect vehicle reliability; and
- § Repairing body damage or graffiti, which affects vehicle appearance.

In addition to the CONTRACTOR’S maintenance efforts, ATN shall periodically conduct oil sampling/analysis as a quality assurance measure.



C. Preventive Maintenance

Preventive maintenance must be performed in accordance with vehicle manufacturer's recommended Preventive Maintenance Inspection (PMI) intervals; comply with California Highway Patrol (CHP) terminal inspection requirements and all air resource compliance agencies.

A Preventive Maintenance Inspection (PMI) shall be performed on each ATN vehicle at 6,000-mile or every 45 days, whichever occurs first. It is imperative that the 6,000-mile interval not be exceeded. The maintenance schedule is designed to protect against major repairs resulting from neglect or inadequate maintenance and to prolong the service life of ATN vehicles. It is recommended that the CONTRACTOR establish a window of 500 miles prior to the 6,000-mile limit to ensure the interval is not exceeded (not less than 5,000 or more than 6,000 miles between PMI's). ATN's vehicles are classified as heavy commercial use vehicles, which means they are subject to extensive idling, low speed driving and/or carrying heavy loads. Based on this classification, the manufacturer requires engine oil and filter changes every 6,000 miles, 6 months or 250 hours of operation (whichever occurs first). To achieve proper engine performance and durability, it is important that only engine lubricating oils of proper quality and viscosity be used.

D. Lubrication Standards

Per the contractual Performance Standards, an ATN vehicle shall not be placed in service if it has exceeded the established PMI interval. If a vehicle is out of compliance or has not met ATN's preventive maintenance standards, it shall be removed from service. Failure to comply with these standards may result in nonpayment of the service hours operated by that vehicle from the time the last inspection was due. In addition, CONTRACTOR may be subject to additional specified penalties.

E. Maintenance Repair Procedures

The CONTRACTOR shall perform all the necessary and required maintenance and repair work to ATN-owned vehicles as recommended by the manufacturer. All repairs will be recorded and tracked electronically in a format compatible with ATN standard operating environment. CONTRACTOR shall be responsible for all costs of preventive and regular maintenance to ATN vehicles with the exception of tires. Tires shall be supplied and maintained as part of ATN's contract with an outside vendor.

CONTRACTOR'S responsibilities include, but are not limited to:

- § Provision of adequate secure parking and storage facilities;
- § All repairs due to normal wear and tear;
- § Rim and tire damage from misuse, abuse, or wear due to poor alignment;
- § Any damage due to improper, lack of or delayed preventive maintenance;
- § Lost articles and replacements such as fire extinguisher, wheelchair restraints, lap belts, hydraulic pump handles, and lift covers. These shall be considered as vehicle related operating costs and will be supplied by CONTRACTOR;
- § Interior damage;
- § Fluids, additives, oils, lubricants, refrigerants and software (nuts, bolts, springs, bulbs, etc.); and



ATN shall be responsible for the labor, parts and material costs of repairing or replacing major mechanical components unless such repair or replacement is due solely to the negligence of CONTRACTOR staff. "Major mechanical components" shall be defined as the complete engine, transmission, differential and brake retarder assemblies on ATN-provided vehicles. Repair or replacement of major mechanical components shall be initiated by CONTRACTOR staff only upon the written approval from ATN in consultation with OCTA.

On all major mechanical component replacement with core changes, the cores will remain the property of the ATN and must be returned or exchanged upon removal. The responsible person for the CONTRACTOR'S maintenance program shall review and verify all work performed and labor utilized, and will ensure that all information needed, including but not limited to serial numbers for major components, has been entered onto the work order. The CONTRACTOR shall ensure that all work orders are readily available for review by the ATN's Maintenance Administrator.

Maintenance Data Collection and Reporting Requirements

The CONTRACTOR shall record the labor, parts and materials required each time preventive maintenance and repairs are performed on an ATN vehicle. This information shall be used by the CONTRACTOR to maintain and prepare required maintenance reports for submission to ATN and shall be retained in the permanent vehicle file for each assigned vehicle. The CONTRACTOR shall complete and keep records of the following reports:

- A. Daily Vehicle Inspection Report (DVIR) – reports from the Bus Operators showing Defects shall be a permanent part of the vehicle files. Reports from Bus Operators without defects shall be kept for a minimum of thirty (30) days
- B. Work Order Form - copies shall be a permanent part of the vehicle files
- C. Road Call Report - copies shall be a permanent part of the vehicle files
- D. Daily Vehicle Hold Report and Activity List
- E. Daily Scheduled PMI Report
- F. Daily Servicing Record

Only the DVIR is required to be a permanent part of the vehicle files.

At the end of each accounting period, the CONTRACTOR shall summarize all maintenance activity performed during that period. All reports must be ready no later than the third regular working day after the end of the period for the ATN Maintenance Administrator's review. Listed below are the monthly reports required:

- § Vehicle Mileage Report
- § Road Call Mileage Report
- § Major Component Replacement Invoice Summary

Vehicle Mileage Report - The monthly mileage report shall include all assigned vehicles regardless of service status. Report must include starting, ending, daily average and total mileage for each vehicle. The grand total mileage of all vehicles must be included on the mileage-traveled portion of the report.



Vehicle Cleanliness, Aesthetics Requirements

To facilitate customer service and improve vehicle life, it is imperative vehicles remain clean and free from body damage (other than minor scratches) and graffiti. If vehicles are inspected by ATN staff and found not in compliance with vehicle cleanliness/aesthetic requirements, written notice shall be served on CONTRACTOR and CONTRACTOR shall be required to immediately correct the issues raised in the notice.

The CONTRACTOR will not be allowed to place any unauthorized decals, logos or markings of any type on ATN-owned revenue vehicles.

Exterior Vehicle Cleaning Standards

The exterior of each vehicle shall be washed at least two times per week unless inclement weather dictates additional cleaning. Vehicle cleaning shall consist of, at a minimum:

- a) Provide exterior wash for all ATN vehicles;
- b) Clean inside of all windows, removing all dust, fingerprints and hand prints;
- c) Remove all dust from seats, dashboards, wheel wells, rails, ledges and stanchions;
- d) Sweep all floor areas;
- e) Mop all liquid spills; and
- f) Ensure bus is free of all paper, gum, and debris, etc.

Monthly Major Cleaning Standards

The interior of the vehicle shall receive a complete major cleaning, at minimum, every 30 days, which shall be documented listing the vehicle number and date of major cleaning. Documentation shall be included in the monthly maintenance reporting package.

The monthly major cleaning shall consist of all the items included in daily cleaning standards as well as:

- a. Driver's Area- Clean driver's area with soap and water, to include dash panel, side panels, and vinyl/plastic portion of seat and visors.
- b. Passenger Area- Clean passengers' area with soap and water to include side panels ceiling, ventilation vents, roof, vents/hatches, vertical/horizontal railing, window frames and vinyl/plastic/metal portion of seats.
- c. Seats- Clean all seats to include cushions and backs, by brushing, vacuuming and, if required, gum removal and/or local scrubbing of spots/stains.
- d. Floors- Clean flooring areas with soap and water to include driver's area, passenger area, wheel housings, steps and ramps/wheelchair lifts. All gum, spots, and stains shall be removed from the floor.
- e. Interior glass- Clean all glass/acrylic and/or window protectors with glass cleaner, and replace graffiti window guards, as necessary.
- f. Exterior Glass- Clean all exterior glass/acrylic of water/mineral spotting.
- g. Interior Light Fixtures- Inspect lights for cleanliness. Disassemble, clean and reassemble all overhead light fixtures, as needed.



- h. Wheels- Clean and polish aluminum rims
- i. In general, all areas of the bus interior shall be subject to the removal of debris, gum, and graffiti.

Extreme care must be taken and safeguards established to protect all electrical components and systems from water damage during the cleaning process. Under no circumstance will free flowing (water hoses), or power sprayers be allowed in the interior of the bus. Use damp mops and rags only.

Accident Repairs

ATN shall coordinate and administer all issues associated with damaged vehicles due to accidents. If the ATN retains the CONTRACTOR for such repair, the CONTRACTOR shall keep an accident repair log and maintain repair standards consistent with ATN's standards, vehicles with body damage other than minor scratches shall not be released for operation until repairs have been completed.

Vehicle Communication and Fare Collection Equipment

ATN shall maintain the fare collection system, consisting of the following:

- § Odyssey GFI Fareboxes
- § Vaults and Receivers
- § Voice Annunciation and AVL systems
- § LED Advertising Displays

CONTRACTOR will be responsible for any damage caused by CONTRACTOR negligence of any equipment related to the fare collection systems. CONTRACTOR is responsible for operating equipment in a safe and proper manner. Documentation in the form of repair orders shall be generated for all maintenance and repairs performed. Repairs orders shall be maintained in the vehicle history file and made readily available if necessary.

Fueling

The vehicles assigned for operation under the contract are liquefied natural gas (LNG). ATN will fuel all vehicles on as needed basis.

Monthly Pull-Out and Post PMI Inspections

At the time of the monthly pull-out inspections and/or post inspections, ATN shall rate the CONTRACTOR'S performance based on California Highway Patrol (CHP) Terminal Inspection Requirements. If the CONTRACTOR'S maintenance performance is substandard, CONTRACTOR shall submit, by the end of the next business day, a corrective action plan and time line for compliance with CHP requirements. Failure to meet the requirements of the corrective action plan and time lines, verified by a follow-up inspection, may result in specified penalties.



Inspection Discrepancy Sheets

When Inspection Discrepancy Reports are submitted to the CONTRACTOR by ATN, all noted open repair items shall be completed within 14 days or at the next preventive maintenance inspection (PMI), whichever occurs first unless repair item(s) are safety related, for which the vehicle shall not be permitted to re-enter service until completed. The completed discrepancy sheet shall be returned to the Maintenance Administrator upon completion. The PMI shall be incomplete if items listed on discrepancy sheets are not fixed within the prescribed time period. Any hours operated by a vehicle with an incomplete PMI shall not be reimbursed.

Daily Pre-Trip Inspection, Defect Report Cards

CONTRACTOR shall inspect vehicles daily before pulling out of the yard in accordance with state requirements. If there are any defects, the CONTRACTOR shall enter the defects on a Defect Report Card (or some similar CONTRACTOR provided document) as required by the California Vehicle Code. If there are no defects, the CONTRACTOR must sign and date the Defect Report Card prior to leaving the yard. Defect Report Cards shall remain with the vehicle for the duration of the day and shall be replaced on a daily basis. Vehicles with Defect Report Cards showing defects must be inspected and appropriate action taken on items noted on the card before the vehicle returns to service.

CHP Terminal Inspections

Every 12 months, a portion of the fleet shall be randomly selected by the California Highway Patrol (CHP) for inspection as part of its annual terminal inspection. The CONTRACTOR shall be responsible for all repairs made in preparation for the inspection as well as those identified by the CHP inspection. CONTRACTOR shall ensure that vehicles used in the service of this Agreement meet all applicable State and Federal safety requirements. In addition, the CONTRACTOR shall be responsible for the preparation of vehicle files that maybe requested during the inspection. In the event CONTRACTOR'S terminal receives an unsatisfactory rating from the CHP, ATN may impose penalties. CONTRACTOR shall notify ATN's Maintenance Administrator of CHP related business (i.e. Operator complaints, inspections, etc.).

Parts and Materials

CONTRACTOR shall ensure that all mechanical parts and materials meet or exceed O.E.M. specifications. Fluids, oil, lubricants, refrigerants and software (nuts, bolts, springs, bulbs, etc.) as well as replacement of fire extinguisher, wheelchair tie-down straps, lap belts, hydraulic pump handles, and lift covers are vehicle-related costs and shall be supplied by CONTRACTOR. The CONTRACTOR must certify engine oils and other lubricants equal or exceed manufacturers' and ATN standards. CONTRACTOR shall not use supplemental engine oil treatments. The use of chemical additives could lead to engine damage, which would void any existing engine warranty.

Parts Inventory

The parts inventory shall be adequate to support vehicle fleet size so that work is not interrupted or unnecessarily delayed. CONTRACTOR shall provide a comprehensive major parts inventory and



projected stocking quantities for the ATN's review prior to startup of the contract. Inventory management and approval of re-order points and parts-issues procedures should be within the direction of the Maintenance Manager. In order to identify parts cost by vehicle, a record of parts issued to individual buses must be kept. Repair orders may be used to enter parts issued to the bus and to adjust inventory. It is critical that parts usage by vehicle be captured if accurate costs are to be presented.

Engine Idling

ATN vehicles shall not idle for more than five minutes maximum to comply with State regulations. Unnecessary idling causes excess fuel consumption, shortened engine life and contributes to air pollution. CONTRACTOR is responsible for all fines for violating State or County engine idling regulations.

Road Calls

In the event of a vehicle failure while in service, CONTRACTOR shall deploy a vehicle immediately upon notification to repair or remove the failed vehicle from service. CONTRACTOR shall develop a plan that results in minimal service disruption to ensure service and on-time performance. The failed vehicle must be repaired or removed from the breakdown area within one hour of the request for the road call.

Mechanics performing road calls must possess sufficient skills and training to complete any road call repair. Supervisors must ensure that road call mechanics are properly trained in radio procedures, and have a thorough knowledge of safety procedures while performing road calls. CONTRACTOR shall be responsible to ensure road call vehicles are properly maintained with adequate parts, fluids, and equipment to facilitate prompt responses. The road call mechanic is required to have any tools that could reasonably be expected for use on a road call.

The Road Call Report or similar document shall be used each time CONTRACTOR staff responds to a road failure whether or not a vehicle has to be exchanged or replaced due to a malfunction or a mechanical problem.

Vehicle Tires

ATN shall supply tires for ATN-owned vehicles. CONTRACTOR shall comply with tire provider control procedures, tire service reporting and vehicle tire inventory procedures.

Vehicle and Component Warranty Maintenance

CONTRACTOR shall be responsible for the coordination of all warranty work on ATN vehicles assigned to CONTRACTOR and the administration of all warranty related paperwork with manufacturers. The ATN reserves the right to direct warranty related repairs to dealerships, vendors or manufacturers that have demonstrated acceptable technical performance, superior customer service or have established previous quality working relationships with ATN. CONTRACTOR shall be financially responsible for any denied warranty caused by CONTRACTOR negligence or improper maintenance. CONTRACTOR shall obtain manufacturer authorization to perform warranty maintenance and shall transport vehicles at CONTRACTOR'S cost to an authorized warranty service provider. CONTRACTOR shall be responsible for farebox removal if the vehicle is removed from the property.



Transportation

ATN and CONTRACTOR shall be responsible and shall jointly coordinate the movement of vehicles between transit base and the CONTRACTOR's facility.

Shop Tools and Equipment

CONTRACTOR is required to provide adequate and appropriate shop equipment and special tools to perform the necessary maintenance tasks required to meet ATN's standards and requirements as described herein (Opacity Meter, Electronic Testing Equipment, Laptop Computers, Torque Wrenches, Alignment Equipment, etc.). Said tools must be calibrated and maintained to equipment manufacturers' specifications.

In addition to CONTRACTOR'S own safety procedures, CONTRACTOR shall implement and enforce all safety requirements that are standard in the industry and/or required by ATN. The CONTRACTOR shall observe all ATN safety work rules, regulations pertaining to sexual harassment, and a drug and alcohol free environment while on property and/or while on duty.



Exhibit C
Cost Proposal



Fixed Cost Per Bus

Preventive Maintenance (PM)

*Including all parts, supplies, fluids, disposal and records.
 Estimated # of PMs per bus per year is five (5)*

Hourly Rate

DOT/CHP Inspection		
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Labor Rate. In the adjacent space, please provide total number of personnel to be assigned to DOT/CHP inspection

Pre-Trip & Post-Trip Staffing <i>Labor Rate</i>	
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Road Calls <i>Labor Rate</i>	
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Towing Service <i>Fixed Hourly Rate</i>	
--	--

Non-major components repair <i>Total repair, including labor & parts under \$2,500</i>	
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Major components repair <i>Over \$2,501 * Labor Only -- Parts Pass Through</i>	
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Travel Time to Off Site Repair Facility <i>Labor Rate</i>	
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Off-Site Bus Fueling <i>Labor Rate</i>	
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Parts Fleet Pricing Discount	
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* Three (3) competitive bids and prior approval required.



Exhibit E
Fleet List and Mileage



FLEET MILEAGE

Equip No	July-13			August-13		September-13		October-13		November-13		December-13		January-14	
	Begin	End	Distance	End	Distance	End	Distance	End	Distance	End	Distance	End	Distance	End	Distance
2101	461,322	494,801	1,985	496,710	1,909	498,181	1,471	499,766	1,585	501,406	1,640	503,320	1,914	504,980	1,660
2104	527,532	564,221	2,253	566,135	1,914	567,722	1,587	569,675	1,953	571,502	1,827	573,661	2,159	575,388	1,727
2111	490,301	524,637	1,937	526,715	2,078	528,337	1,622	529,765	1,428	531,429	1,664	533,575	2,146	535,165	1,590
2118	485,734	520,356	2,192	521,720	1,364	523,315	1,595	525,025	1,710	526,870	1,845	529,024	2,154	530,851	1,827
2122	486,006	522,313	2,070	524,377	2,064	526,080	1,703	527,954	1,874	529,642	1,688	531,635	1,993	533,538	1,903
2125	424,802	459,833	1,813	460,793	960	462,156	1,363	463,926	1,770	465,724	1,798	467,310	1,586	468,907	1,597
2127	471,123	508,862	2,158	510,121	1,259	511,946	1,825	513,834	1,888	515,622	1,788	517,503	1,881	518,802	1,299
2128	454,501	488,881	1,584	490,468	1,587	492,200	1,732	494,278	2,078	495,991	1,713	497,574	1,583	499,342	1,768
2130	451,305	487,405	1,222	489,181	1,776	491,112	1,931	492,993	1,881	494,622	1,629	496,657	2,035	498,533	1,876
2131	491,368	529,677	2,132	531,551	1,874	533,410	1,859	535,422	2,012	537,443	2,021	539,594	2,151	541,126	1,532
2132	454,240	491,695	731	493,919	2,224	495,930	2,011	497,329	1,399	499,233	1,904	501,311	2,078	503,121	1,810
2134	499,284	534,060	1,723	536,120	2,060	537,784	1,664	539,519	1,735	541,480	1,961	543,476	1,996	545,028	1,552
2135	467,410	506,930	2,327	508,679	1,749	510,429	1,750	512,271	1,842	512,271	-	514,262	1,991	516,044	1,782
2136	492,143	529,683	2,124	531,494	1,811	533,484	1,990	535,333	1,849	537,265	1,932	539,427	2,162	541,045	1,618
2137	492,206	529,867	2,095	531,794	1,927	533,586	1,792	535,579	1,993	536,902	1,323	538,261	1,359	540,220	1,959
2138	475,953	512,775	2,218	514,768	1,993	516,448	1,680	518,480	2,032	520,409	1,929	521,822	1,413	523,645	1,823
2139	478,912	515,415	2,067	517,373	1,958	518,811	1,438	520,734	1,923	522,705	1,971	524,723	2,018	526,743	2,020
2140	510,912	545,673	1,481	547,200	1,527	548,889	1,689	550,439	1,550	552,096	1,657	554,248	2,152	556,001	1,753
2141	496,137	528,848	1,264	530,908	2,060	532,585	1,677	534,374	1,789	536,080	1,706	537,864	1,784	539,442	1,578
2143	511,988	560,077	2,193	562,429	2,352	564,330	1,901	566,271	1,941	568,164	1,893	570,192	2,028	572,457	2,265
2147	499,892	547,258	2,249	549,454	2,196	551,038	1,584	552,492	1,454	554,318	1,826	556,384	2,066	558,364	1,980



Anaheim Transportation Network
Fleet Maintenance Services
35 Liquefied Natural Gas NABI Low Floor Buses

2150	478,176	527,219	2,713	530,403	3,184	533,148	2,745	535,901	2,753	538,609	2,708	541,427	2,818	544,078	2,651
2152	497,044	543,161	1,867	544,773	1,612	546,284	1,511	547,843	1,559	549,192	1,349	550,999	1,807	552,244	1,245
2153	489,245	536,758	1,102	538,875	2,117	541,079	2,204	543,543	2,464	545,963	2,420	548,616	2,653	551,114	2,498
2156	470,945	506,417	2,215	508,145	1,728	509,692	1,547	511,518	1,826	513,186	1,668	515,253	2,067	516,954	1,701
2157	504,063	549,790	2,045	551,569	1,779	552,163	594	553,873	1,710	555,403	1,530	557,450	2,047	558,994	1,544
2158	497,956	543,916	2,870	546,489	2,573	547,472	983	550,114	2,642	550,114	-	552,257	2,143	553,962	1,705
2159	481,721	530,452	2,852	533,120	2,668	535,642	2,522	537,854	2,212	540,610	2,756	543,990	3,380	546,397	2,407
2160	458,895	506,236	2,440	508,260	2,024	509,592	1,332	511,219	1,627	512,677	1,458	514,385	1,708	516,321	1,936
2161	520,521	577,249	3,588	580,761	3,512	583,920	3,159	586,995	3,075	590,077	3,082	592,760	2,683	595,358	2,598
2201	490,862	525,601	2,148	527,584	1,983	528,906	1,322	530,685	1,779	532,145	1,460	534,187	2,042	535,808	1,621
2202	504,219	535,997	1,395	538,074	2,077	539,491	1,417	541,145	1,654	542,113	968	543,753	1,640	544,828	1,075
2203	524,685	554,874	1,740	556,413	1,539	557,748	1,335	559,418	1,670	560,686	1,268	562,437	1,751	563,322	885
2205	479,272	510,864	1,638	512,262	1,398	513,388	1,126	514,549	1,161	515,780	1,231	517,631	1,851	518,991	1,360
2207	474,220	506,635	1,940	508,487	1,852	509,682	1,195	511,085	1,403	512,244	1,159	513,634	1,390	514,918	1,284
Total			70,371		68,688		58,856		65,221		58,772		70,629		61,429



FLEET LIST

Vehicle #	VIN	License #	Subfleet	Fuel Type	Acquisition Date	Fair Market Value
2101	1N9040098XA140370	1023481	2000 NABI	Liquefied Natural Gas (LN)	10/18/2000	\$40,157.27
2104	1N9040096YA140336	1023451	2000 NABI	Liquefied Natural Gas (LN)	9/6/2000	\$43,095.45
2111	1N904009EYA140343	1023473	2000 NABI	Liquefied Natural Gas (LN)	10/18/2000	\$47,270.00
2118	1N9040092YA140351	1023476	2000 NABI	Liquefied Natural Gas (LN)	9/13/2000	\$43,095.45
2122	1N904009XYA140355	1023517	2000 NABI	Liquefied Natural Gas (LN)	12/13/2000	\$39,358.18
2125	1N9040095YA140358	1023469	2000 NABI	Liquefied Natural Gas (LN)	9/13/2000	\$43,405.00
2127	1N9040093YA140360	1023485	2000 NABI	Liquefied Natural Gas (LN)	11/11/2000	\$37,270.00
2128	1N9040095YA140361	1023468	2000 NABI	Liquefied Natural Gas (LN)	9/13/2000	\$43,095.45
2130	1N9040099YA140363	1023467	2000 NABI	Liquefied Natural Gas (LN)	9/13/2000	\$37,270.00
2131	1N9040090YA140364	1023497	2000 NABI	Liquefied Natural Gas (LN)	11/8/2000	\$37,270.00
2132	1N9040092YA140365	1023498	2000 NABI	Liquefied Natural Gas (LN)	11/18/2000	\$37,270.00
2134	1N9040096YA140367	1023487	2000 NABI	Liquefied Natural Gas (LN)	10/25/2000	\$37,270.00
2135	1N9040098YA140368	1023512	2000 NABI	Liquefied Natural Gas (LN)	12/27/2000	\$31,445.45
2136	1N904009XYA140369	1023496	2000 NABI	Liquefied Natural Gas (LN)	11/8/2000	\$37,270.00
2137	1N9040096YA140370	1023479	2000 NABI	Liquefied Natural Gas (LN)	10/11/2000	\$35,182.73
2138	1N9040098YA140371	1023478	2000 NABI	Liquefied Natural Gas (LN)	10/25/2000	\$37,270.00
2139	1N904009XYA140372	1023480	2000 NABI	Liquefied Natural Gas (LN)	10/11/2000	\$35,182.73
2140	1N9040091YA140373	1023488	2000 NABI	Liquefied Natural Gas (LN)	11/8/2000	\$37,270.00
2141	1N9040093YA140374	1023513	2000 NABI	Liquefied Natural Gas (LN)	11/15/2000	\$37,270.00
2143	1N9040097YA140376	1023507	2001 NABI	Liquefied Natural Gas (LN)	1/31/2001	\$33,533.64



Anaheim Transportation Network
Fleet Maintenance Services
35 Liquefied Natural Gas NABI Low Floor Buses

Vehicle #	VIN	License #	Subfleet	Fuel Type	Acquisition Date	Fair Market Value
2150	1N9040094YA140383	1023493	2000 NABI	Liquefied Natural Gas (LN)	11/15/2000	\$37,270.00
2152	1N9040098YA140385	1023503	2000 NABI	Liquefied Natural Gas (LN)	11/1/2000	\$37,270.00
2153	1N904009XYA140386	1023518	2001 NABI	Liquefied Natural Gas (LN)	1/31/2001	\$43,533.64
2156	1N9040095YA140389	1023508	2001 NABI	Liquefied Natural Gas (LN)	2/21/2001	\$43,533.64
2157	1N9040091YA140390	1023509	2001 NABI	Liquefied Natural Gas (LN)	2/21/2001	\$43,533.64
2158	1N9040093YA140391	1023519	2001 NABI	Liquefied Natural Gas (LN)	10/15/2001	\$43,533.64
2159	1N9040095YA140392	1023511	2001 NABI	Liquefied Natural Gas (LN)	3/25/2002	\$43,533.64
2160	1N9040097YA140393	1023516	2000 NABI	Liquefied Natural Gas (LN)	11/15/2000	\$43,533.64
2161	1N9040099YA140394	1023510	2002 NABI	Liquefied Natural Gas (LN)	3/25/2002	\$43,533.64
2201	1N90400901A140337	1092555	2001 NABI	Liquefied Natural Gas (LN)	12/14/2001	\$43,533.64
2202	1N90400921A140338	1092542	2001 NABI	Liquefied Natural Gas (LN)	11/20/2001	\$43,533.64
2203	1N90400941A140339	1096389	2001 NABI	Liquefied Natural Gas (LN)	12/27/2001	\$43,533.64
2205	1N90400921A140341	1092558	2001 NABI	Liquefied Natural Gas (LN)	11/20/2001	\$43,533.64
2207	1N90400961A140343	1092548	2002 NABI	Liquefied Natural Gas (LN)	1/9/2002	\$43,533.64

Exhibit F
Draft Agreement

DRAFT SERVICES CONTRACT NO. _____1

This Contract is by and between **Anaheim Transportation Network (ATN)**, 1280 South Anaheim Boulevard, Anaheim, CA 92805, and _____ (Contractor), located at _____.

The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be _____ or the date, on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be _____.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. ATN agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes the following Exhibits listed below and attached herein and incorporated herein by this reference:

EXHIBIT 1 - STATEMENT OF WORK

EXHIBIT 2 - CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT 3 - AFFIDAVIT OF LAWFUL PRESENCE IN THE UNITED STATES

EXHIBIT 4 - CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

STANDARD TERMS AND CONDITIONS

- 1. Time is of the Essence.** Time is of the essence in the performance of this Contract. Contractor is providing services which may involve transportation, and the health, safety and welfare of the general public within Orange County, California. Delivery time is of the essence. Delivery must be made in accordance with the delivery schedule as promised by the Contractor.
- 2. Contract Amendments.** This Contract shall be modified only by a written Contract amendment signed by the ATN's Board Chairman, Executive Director or designee duly authorized to enter into contracts on behalf of the ATN.
- 3. Parole Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No

course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

4. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of the ATN.
5. **No Third Party Beneficiaries.** ATN and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
6. **Composition of Proposer/Contractor.** If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable for compliance with this Contract.
7. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
8. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing and signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.
9. **Compliance with Applicable Law.** Contractor shall observe and comply with all established federal, state, and local administrative rules, codes, ordinances, regulations, standards, and laws applicable to the work under this Contract regardless of whether or not they are referred to by the ATN.
10. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of California and the provisions of the ATN Procurement Policy. In the event of litigation between the parties, venue shall lie exclusively in Orange County, California.
11. **Federal Terms and Conditions.** To the extent the procurement of goods, services or work product may be funded by State and/or federal funds, the Contractor is hereby notified that such

procurement shall be subject to additional terms and conditions required by State or federal law, whether or not set forth in the Contract; and to the extent applicable, all such terms and conditions are incorporated by reference herein. Such terms and conditions applicable to federally funded procurements may include, but are not limited to, those terms and conditions set forth in Federal Circular 4220.1F, or any successor version thereof, as are applicable to the specific type of procurement herein.

12. **Licenses and Permits.** Contractor shall maintain in current status all federal, state, and local certificates, approvals, authorizations, licenses, and permits required for the lawful performance of this Contract, and for operation of the business conducted by the Contractor as applicable to this Contract.
- 13 **Jurisdiction and Attorneys' Fees.** The parties agree to submit all their disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the courts of the State of California. In any litigation by which one party seeks to enforce its rights under this Contract, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.
14. **Early Termination.** This Contract may be terminated as follows:
 - a. ATN and Contractor, by written agreement, may terminate this Contract at any time.
 - b. ATN, in its sole discretion, may terminate this Contract for any reason on thirty (30) days written notice to Contractor.
 - c. Either the ATN or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. Notwithstanding paragraph 14(c), ATN may terminate this Contract immediately by written notice to Contractor upon (i) denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract; (ii) a material breach by Contractor of this Contract; or (iii) a violation by Contractor of any federal or state law, rule, regulation or ordinance.
15. **Payment on Early Termination.** Upon termination pursuant to paragraph 14, payment shall be made as follows:

- a. If terminated under 14(a) or 14(b) for the convenience of the ATN, the ATN shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Notwithstanding any provision in this Contract to the contrary, ATN shall not be liable for any direct, indirect, exemplary, punitive or consequential damages, even if ATN has been advised of the possibility of such damages. Termination shall not result in a waiver of any other claim the ATN may have against Contractor.
 - b. If terminated under 14(c) by the Contractor due to a breach by the ATN, then the ATN shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
 - c. If terminated under 14(c) or 14(d) by the ATN due to a breach or violation by the Contractor, then the ATN shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the ATN is entitled.
- 16. Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:
- a. If terminated under 14(c) or 14(d) by the ATN due to a breach by the Contractor, the ATN may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the ATN the amount of the excess.
 - b. In addition to the remedies in paragraphs 14 and 15 for a breach by the Contractor, the ATN also shall be entitled to any other equitable and legal remedies that are available.
 - c. If the ATN breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for work performed prior to the termination date to which Contractor is entitled as its sole and exclusive remedy.
- 17. Waiver.** Waiver of any default under this Contract by ATN shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- 18. Non Waiver of Liability.** ATN shall not agree to waive any lawful or legitimate right to recover monetary funds lawfully due it. Therefore, Contractor agrees that it will not insist upon or demand any statement whereby the ATN agrees to limit in advance or waive any right the ATN might have to recover actual lawful damages in any court of law under applicable California law.
- 19. Conflict of Interest/Contract Cancellation.** Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers, and its

employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.

Pursuant to State of California enacted Political Reform Act of 1974, this Contract is subject to cancellation by the ATN if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of The ATN is, at any time while the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

20. **No Kick Back Fee.** Contractor stipulates that no person has been employed or has been retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the Board of Directors or any officer or employee of ATN has any interest, financially or otherwise, in this Contract that has not been publically declared and procured in accordance with Anti-Kickback Act of 1986 (41 United States Congress 51-58). In case of breach or violation of this requirement, the ATN shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.
21. **Gratuities.** The ATN may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any employee, agent or representative of the Contractor, to any officer or employee of the ATN. In the event this Contract is canceled by the ATN pursuant to this provision, the ATN shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
22. **Non Exclusive Contract.** Any subsequent contract resulting from the solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the ATN. The ATN reserves the right to obtain like goods, service, or work product from another source when necessary.
23. **Ownership of Work.** To the maximum extent permitted by law, all work products created by the Contractor as part of Contractor's performance of this Contract shall be considered to be "works made for hire" and the exclusive property of the ATN. If any such work products contain pre-existing intellectual property of the Contractor that is or could be protected by federal copyright,

patent, or trademark laws, Contractor hereby grants ATN a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. ATN shall have no rights in any pre-existing work product of Contractor provided to ATN by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for ATN use only. If this Contract is terminated prior to completion, and the ATN is not in default, ATN, in addition to any other rights provided by this Contract, may require the Contractor to assign, transfer and deliver all partially completed work products, reports or documentation, together with all associated intellectual property rights, that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

24. Force Majeure.

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions- intervention-acts; or failures or refusals to act by government ATN; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- b. Force Majeure shall not include the following occurrences:
 - 1) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 2) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 3) Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
- c. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this Section, thereby invoking its provisions.

The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- d. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused, by force majeure
 - e. The ATN shall have no obligation to pay Contractor for services that are suspended by a force majeure event.
25. **Late Submission of Claim.** The ATN shall not honor any invoices or claims which are tendered six (6) months or later after the right to receive payment for the last item of the account accrued.
26. **Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for no less than **five (5) years** following final payment. ATN's authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
27. **Insurance and Performance/Payment Bond Requirements.** Contractor shall maintain throughout the term of the Contract the amounts and limits established and referenced in the solicitation documents, such documents being incorporated herein by this reference and made part of this Contract.
28. **Indemnity.** To the maximum extent permitted by law, Contractor shall indemnify, defend, save, and hold harmless the ATN, its boards, commissions, directors, departments, officers, officials, agents, contractors and employees individually and collectively (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), any financial loss, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by (a) the acts or omissions of, or arising out of, or relating to activities of, the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors under this Contract; (b) a breach of this Contract; or (c) a violation of any federal,

state or local law, rule, regulation or ordinance. It is the specific intention of the parties that the ATN shall, in all instances be indemnified by Contractor from and against any and all claims, regardless of whether or not the Claims are caused in whole or in part by a party indemnified hereunder. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of ATN or any department of ATN, nor purport to act as legal representative of ATN or any of its departments, without first receiving from ATN's Counsel's Office, ATN to act as legal counsel for ATN, nor shall Contractor settle any claim on behalf of ATN without the approval of ATN's Board of Directors or Executive Director. The ATN may, at its election and expense, assume its own defense. The indemnification obligations in this Section shall survive any termination or expiration of this Contract.

29. **Indemnity–Patents, Copyright, and Trademark.** Contractor agrees to defend the ATN, its boards, commissions, directors, departments, officers, officials, agents, and employees individually and collectively (hereinafter referred to as “Indemnitees”) at Contractor's own expense, in all suits, actions, or proceedings in which ATN is made a defendant for actual or alleged infringement of any United States of America or foreign letters, patents or intellectual property rights resulting from ATN's use of the goods, service, or work product purchased as a result of this Procurement (Request for Proposal (RFP)) and subsequent Contract. Contractor further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action, or proceedings against ATN. Contractor agrees to indemnify and hold harmless the Indemnitees from any and all license, royalty and proprietary fees or costs, including payment of Indemnitees' attorneys' fees, costs of experts and any other legal costs, which may arise out of ATN's purchase and use of goods, service, or work product supplied by the Contractor. Contractor will indemnify Indemnitees against all claims for damages to persons or property resulting from defects in materials or workmanship. It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.
30. **No Advance Payments.** Advance payments are not authorized. Payment will be made for only actual services or commodities that have been received and accepted by the ATN.
31. **Advertisement.** Contractor shall not advertise or publish news releases concerning this Contract without the prior written consent of the Executive Director or designee.

32. **Americans with Disabilities Act.** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under such Act.
33. **Non-Discrimination Clause.** In accordance with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. sections 1681 *et seq.* and 49 CFR Part 25, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment. Contractor shall not discriminate against minority-owned, women-owned, or disadvantaged small businesses. Contractor shall include a provision in each sub-contract requiring subcontractors implementing regulations and other implementing requirements FTA may issue.
34. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
- a. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b. Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any applicable implementing requirements issued by the federal government.
 - d. Subcontracts – The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.
35. **OMB Circular A-133.** If Contractor is determined by the ATN to be a sub-recipient of federal funds passed through the ATN, the Contractor must submit an annual Federal Compliance Audit in conformity with the OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.
36. **Disadvantaged/Minority/Woman Business Enterprise.** Contractor agrees to give Disadvantaged/ Minority/Woman Businesses the maximum practical opportunity to participate in this Contract when possible, by obtaining supplies, materials, and services from such firms.
37. **Non Appropriation Clause - Fiscal Year.** If appropriations are reallocated, reduced or eliminated by legislative action or, for any reason, these goods and/or services are not funded, during any fiscal year the ATN may take any of the following actions:
- a. Accept a decrease in price offered by the Contractor and complete the Contract;
 - b. Place the Contract on-hold and pay the Contractor for work performed up to the date of the non-appropriation notice. Work must be performed in accordance with the Contract prior to payment and be less any setoff to which the ATN is entitled. The Contract may be resumed at a later date when funding is reestablished. Contract cannot be resumed beyond a (4) four year time period from the date of non-appropriation notice. Contractor must also reaffirm pricing and resubmit insurance and bonding certificates, if applicable. Documents must be received by the ATN prior to resuming the Contract;

- c. Cancel the Contract and pay the Contractor for work performed up to the date of the non-appropriation notice. Work must be performed in accordance with the Contract prior to payment and be less any setoff to which the ATN is entitled, and re-solicit a new procurement;
 - d. Cancel the Contract and re-solicit the requirements;
 - e. Cancel the Contract.
38. **Non Appropriation Clause - Future Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current ATN's fiscal year. If payment for performance under this Contract extends into next fiscal year, the ATN's obligation to pay for such performance is subject to approval of future appropriations to fund this Contract by legislative action. The ATN shall have no legal liability to pay funds due for performance under the terms of the Contract until and unless funds are appropriated by legislative action.
39. **Notice to Proceed.** The Contractor agrees to render services promptly and diligently upon receipt of written notice by a duly authorized ATN agent and to proceed with any or all of the services set forth herein to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within **seven (7) days**, the demanding party may treat this failure as an anticipatory repudiation of this Contract.
41. **Non Performance.** In the event of nonperformance under this Contract, the ATN, after **seven (7) days** written notice to the Contractor, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor.

For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.

42. **Liens and Stop Notices.** Contractor shall hold the ATN harmless from liens and stop notices filed by claimants supplying labor or materials to the Contractor or its subcontractors in the performance of the work required under this Contract. Contractor shall provide written certification that all liens against materials and labor, and/or stop notices, have been satisfied, before the ATN will make final payment.
43. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and

provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

44. **Title and Risk of Loss.** The title and risk of loss of materials or service shall not pass to the ATN until the ATN actually receives and unconditionally accepts the material or service at the point of delivery FOB; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder. The ATN shall notify the Contractor promptly of any damaged goods, service, or work product, and further shall assist the Contractor in arranging for inspection.
45. **FOB Point of Delivery.** All pricing, labor, materials, and services are to be FOB destination and delivered within the city limits of Anaheim, California, unless otherwise specified elsewhere in the solicitation documents.
46. **Packing and Shipping.** Contractor shall be responsible for industry standard packing which conforms to product and the requirements of carrier's tariffs, ICC regulations, and other applicable regulations. Containers must be clearly marked with the Purchase Order number, contact person, phone number, department, and FOB delivery address.
47. **Fuel Surcharges.** All pricing shall be protected from increase for three (3) months from the execution date of this PO, Purchase Order, or Notice to Proceed. Fuel surcharges shall not be allowed unless disclosed at the time the Proposer submits a response to a solicitation or quote and subsequently closed at the stated date and time. Fuel surcharges will only be allowed if the price per gallon of gasoline/diesel fuel **increases more than 20 percent (20%)** from the gasoline/diesel fuel prices posted on the day the solicitation closed. The index used for diesel prices is Weekly On Highway Diesel Prices for the West Coast California Region. The new weekly On-Highway Gasoline and Diesel Fuel price index are posted every Monday for the West Coast California Region and can be found at the following addresses:

<http://www.eia.gov/petroleum/gasdiesel/> or
http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm

48. **Employment Standards.** The Contractor agrees that, upon request by the ATN, it shall remove from the ATN's premises any Contractor's employee, who, in the reasonable opinion of the ATN, is guilty of improper conduct, bringing any unauthorized personnel (including their own children) into a facility or work area, or is not qualified to perform the work assigned. The Contractor agrees that its employees must complete and pass a security background check, if so requested.

49. **Organization–Employment Disclaimer.** The agreement resulting hereunder is not intended to constitute, create, give rise to, or otherwise recognize an employer/employee relationship, agent/principal relationship, joint venture agreement or relationship, partnership or formal business organization of any kind, and the right and obligations of the parties shall be only those expressly set forth in the agreement. Contractor’s relationship to ATN in the performance of the Contract is that of an independent contractor. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be ATN employees and that no rights of ATN civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workers’ compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall save and hold the ATN harmless with respect thereto.
50. **Cooperative Governmental Purchasing.** Pursuant to California Government Code, Title 1 General, Division 7 Miscellaneous, Chapter 5 Joint Exercise of Powers Article 1 Joint Powers Agreements, Section 6502, and if authorized by their legislative or other governing bodies, other public agencies may contract directly with Contractor under the terms of the Contract. Contractor shall be charged a one percent (1%) administrative fee for the use of said Contract. Contractor shall notify the ATN prior to such use of the Contract in providing goods, service, or work product to other agencies. Contractor shall pay the administrative fee upon execution of said Contract. Contractor payable to the ATN at time of cooperative agency payment.
51. **Quarterly Reports.** If requested, parties agree that Contractor shall provide quarterly reports to ATN which shows each item purchased from ATN in the prior quarter, the individual cost of each item, and the total cost of all items purchased in the quarter.
52. **General Product Requirements.** All items delivered shall conform to the Scope of Work set forth in the RFP as that term is defined in Section 29 above (the “Scope of Work”) and shall be in first class condition. Acceptance by the ATN shall be subject to inspection and approval. In case of conflict between the Scope of Work and additional contract terms and these Standard Terms and Conditions, the Scope of Work and Additional Contract Terms shall prevail. The apparent silence of the Standard Terms and Conditions and Scope of Work and Additional Contract Terms as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail and that only items

manufactured with material and workmanship of first quality are to be supplied. All items delivered shall be of identical style, quality, and appointments as those offered to the trade in general during the course of the model year. All items delivered shall be new current models, free and clear of all liens and encumbrances. Unless otherwise provided in the Scope of Work, items shall, where appropriate, be prepared for delivery to and use by the ATN by a factory franchised agent. Each item delivered shall be accompanied by all pre-delivery inspection sheets, coupons, certificates, descriptive literature, warranty cards, and information provided by the manufacturer and furnished to the trade in general. All such documents shall be properly completed and signed in accordance with industry standards. All items required by the Scope of Work to be UL listed shall indicate the current UL listing on the item. All items that are required by the Scope of Work to have any other certification shall indicate that certification on the item or in the accompanying documentation.

53. **Inspection and Acceptance.** Goods, service, or work product furnished under this Contract shall be subject to inspection and testing by the ATN at times and places determined by the ATN within a reasonable time after arrival at its ultimate destination. If the ATN finds goods, service, or work product to be incomplete, unsatisfactory, defective, or of inferior quality or workmanship, or fails to meet the Scope of Work or other requirements or not in compliance with the Contract, the ATN, at its sole discretion, may either reject the goods, service, or work product, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods, service, or work product to the ATN at a reduced price, whichever the ATN deems equitable under the circumstances. The ATN may return such goods, service, or work product to Contractor at Contractor's expense. Contractor shall reimburse the ATN for any amounts paid by the ATN for the returned goods, service, or work product and any costs incurred by the ATN to return the goods to the Contractor. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the ATN, the ATN may reject the goods, service, or work product and cancel the Contract in whole or in part. Payment for merchandise, service, or work product prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise, service, or work product. Nothing in this paragraph shall in any way affect or limit ATN's rights as buyer under the Uniform Commercial Code, including the rights and remedies relating to rejection or revocation of acceptance under California Commercial Code §§ 1101, et seq.

54. **Warranty and Service.** Contractor warrants all goods, service, or work product delivered to be free from defects in labor, material and manufacture and to be in compliance with the Scope of Work set out in this Contract. All implied and express warranty provisions of the UCC are hereby incorporated by reference. Further, Contractor represents and warrants that Contractor has the power and ATN to enter into and perform this Contract and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms. All items delivered shall carry either the standard manufacturer's warranty or service policy providing that warranty work will be performed by any authorized manufacturer's dealer, or if specified in the Scope of Work, the warranty and service policy called for in the Scope of Work. In addition, unless otherwise noted in the Scope of Work, the warranty and service policy indicated above shall include the following terms and conditions:
- a. There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Warranty maintenance requirements, when performed by ATN, shall be acceptable to dealer when said work performance meets or exceeds the dealer certification requirements. ATN shall provide evidence of such work performance upon request, as required by the manufacturer. Any extended warranty period customarily granted shall be made available to ATN at no additional cost, and
 - b. ATN shall be advised of all product recalls on all or any part of the item at no additional cost. All product recall information, replacement parts and labor, shall be provided to the ATN as soon as available to dealer.
55. **Shipment Reservation Prohibited.** Contractor shall not ship the goods, service, or work product under reservation and no tender of a bill of lading will operate or function as a tender of the goods or work product.
56. **No Replacement of Defective Tender.** Contractor tender of goods, service, or work product must fully comply with all provisions of this Contract as to time of delivery, quantity, assortment, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach, and the Contractor shall not have the right to substitute a conforming tender.
57. **Product Correction.** It is agreed that Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the

event of any call back, Contractor agrees to give the ATN first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the ATN has the right to cancel the purchase at any time with a full refund within thirty (30) days after Notice of Non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the ATN.

58. **Default in One Installment to Constitute Breach.** Each installment or lot of the Contract is dependent on every other installment or lot and a delivery of nonconforming goods, service, or work product or a default of any nature under one installment or lot will impair the value of the whole Contract and constitute a breach of the Contract as a whole.
59. **Hazardous Materials.** Contractor warrants that goods, service, or work product provided under this Contract comply with all federal, state, and local safety and health requirements. All items that include hazardous materials shall be labeled in accordance with law with the names of the hazardous ingredients, the hazards of the materials, and the appropriate precautions. Contractor shall provide a Material Safety Data Sheet as defined by OSHA for any goods, service, or work product provided under this Contract which may release, or otherwise result in exposure to, a hazardous substance under normal conditions of use. In addition, Contractor shall label, tag, or mark such goods, service, or work product. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."
60. **Security.** Any disclosure or removal of any ATN material and/or information marked as confidential or private on the part of Contractor shall be cause for immediate cancellation of the Contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against the ATN as a result of the Contractor's willful or negligent release of information, documents, or property contained in ATN facilities shall be borne solely by the Contractor.
61. **Preference for Recycled Materials.** Contractor agrees to comply with all the requirement of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.
62. **Prohibition on Government Contracts.** The Contractor shall comply with all applicable provisions of Public Law 110-174 – Sudan Accountability and Divestment Act of 2007, as amended and

Public Law 104-172 - Iran Sanctions Act of 1996, as amended. Contractor further agrees that they shall not have any scrutinized business operations in Sudan and/or Iran.

63. **Terrorism Country Divestments.** In accordance with Export Administration Act of 1979, as amended, ATN is prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into this Contract, Proposer/Contractor warrants compliance with the Export Administration Act.
64. **Contractor's Employee E-Verify Eligibility Requirement.** The Proposer/Contractor shall comply with all applicable provisions of the Federal Immigration and Nationality Act (FINA), Title 8, United States Code (USC), which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program. See the following website for further information: www.dhs.gov/e-verify.

Pursuant to the previous listed regulations, ATN may request verification of compliance from any Contractor or subcontractor performing work under this Contract. ATN reserves the right to confirm compliance. Should ATN suspect or find that the Contractor or any of its subcontractors are not in compliance, ATN may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of this Contract for breach or default, and suspension and/or debarment of the Contractor. All costs necessary for compliance shall be solely borne by the Contractor.

65. **Evidence of lawful presence in the United States.** In accordance with United States Code (USC), Title 8 Aliens and Nationality, Chapter 14, § 1601-1646, and as a condition of the Federal Government entering into this Contract, an affected individual person(s) or duly authorized party (company representative, manager, signer or officer) shall complete and execute the attached affidavit form hereto named as **Exhibit 1**. An affected person shall present one of the identification documents contained therein (the "Identification Documents") to verify their lawful presence in the United States, in order to receive an ATN public benefit (defined as a grant, contract or loan). Failure to execute the affidavit upon submittal of the Contract shall render the Proposer/Contractor nonresponsive and shall result in rejection of the submitted bid, proposal, quote or other response and automatic cancellation of this Contract.

TO EFFECTUATE THIS CONTRACT, the parties have caused their duly authorized representatives to execute this Contract by signing below.

I have read this Contract including the attached Exhibits. I understand the Contract and agree to be bound by its terms.

CONTRACTOR

ANAHEIM TRANSPORTATION NETWORK

By _____

By _____

Diana Kotler
Executive Director

Attachment A
Federal Certification and Assurances

CIVIL RIGHTS REQUIREMENTS

Bidder's Name: _____

Hereby certifies that:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, the Successful Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Successful Bidder agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Successful Bidder agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S.DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Successful Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Successful Bidder agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Successful Bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Successful Bidder agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities- In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, the Successful Bidder agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Successful Bidder agrees to comply with any implementing requirements FTA may issue.

(3) The Successful Bidder also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

I am authorized to make this verification on behalf of the supplier. The statements in the foregoing document are true of my own knowledge, except as to matters which are therein stated on information and belief, and as those matters I believe them to be true. I declare under the penalty of perjury that the foregoing is true and correct.

Executed on _____ at _____, California
Date City

Signature: _____

Printed Name: _____

Title: _____

CERTIFICATION OF COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT OF 1990

The Bidder hereby certifies that it shall comply with all requirements contained in 49 CFR 37, Transportation Services for Individuals with Disabilities (ADA) as it relates to bus design or special equipment as provided in the Vehicle Specifications and Bid Requirements for Accessible Paratransit Vehicles.

Name and Title of the Authorized Representative: _____

Signature: _____

Date: _____

**BIDDER'S CERTIFICATION OF ENERGY CONSERVATION, AIR QUALITY,
AND CLEAN WATER COMPLIANCE**

Company Name: _____

The third party contractor named above hereby certifies compliance with the requirements listed below and regulations issued by the Environmental Protection Agency (EPA), Federal Highway Administration, Federal Transit Administration (FTA) and other agencies of the Federal Government as well as future regulations, guidelines, standards, orders, directives or other requirements that may affect this procurement contract.

The above named contractor will:

1. Comply with all applicable standards, orders, or regulation pursuant to the Clean Air Act, as amended, 42 U.S.C., and 7401 et seq.
2. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251 et seq.
3. Comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
4. Report any violation of these requirements by a sub-recipient or itself, resulting from completing the required manufacturing and delivery of vehicles included with this contract to the FTA and the appropriate United States EPA Regional Office.
5. Agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CERTIFICATION:

I, the official named below, hereby swear that I am duly authorized legally to bind the Bidder or grant recipient to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Company Name: _____

Official's Name: _____

Title: _____ Date: _____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, hereby certify on behalf of _____ 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 any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of 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 of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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 instructions as amended by "Government wide Guidance for New Restrictions on Lobbying, 61 CFR 1413.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, Contracts under grants, loans, and cooperative agreements) which exceed \$100,000 and that all such sub-recipients 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 U.S.C. 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 Successful Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Successful Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(U)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323U)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____ Signature: _____

Company Name: _____ Title: _____

STATE OF CALIFORNIA DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name: _____

The Bidder named above hereby certifies compliance with U.S. DOT regulations 49 CFR Part 29, Subpart F and Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named Bidder or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of the prohibition.
2. Establish an on-going Drug-Free Awareness Program as required to inform employees about all the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The person's or organization's policy of maintaining a drug-free workplace,
 - c. Any available drug counseling, rehabilitation, and employee assistance programs,
 - d. Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Every employee who works on the proposed contract or grant will receive a copy of the company's drug-free policy statement.
4. Notify each employee that as a condition of employment financed with Federal assistance provided in the proposed contract, the employee will be required to:
 - a. Abide by the terms of the company's policy statement, and
 - b. Notify the employer (Bidder) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after that conviction.
5. Notify FTA in writing, within in ten (10) calendar days after receiving notice required by paragraph 4 (ii) from an employee or otherwise receiving actual notice of that conviction. The Bidder, as employer of any convicted employee, must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected vehicle and related equipment and accessories.
6. Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph 4 (b) with respect to any employee who is convicted:

- a. Taking appropriate personnel action against that employee, up to an including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
- b. Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- c. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraph 1,2,3,4,5, and 6 of this certification. The Bidder agrees to maintain a list identifying its headquarters location and each workplace it maintains in which activities provided by this contract are conducted, and make that list readily accessible to the State Department of Transportation.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Bidder or grant recipient to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Date: _____ Signature: _____

Company Name: _____ Title: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class 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 recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to procuring agency, the Federal Government, and/or the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. 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 meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 Procurement or Non-procurement Programs.
8. 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.

9. 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 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government; the DOL may pursue available remedies, including suspension and/or debarment.

By signing and submitting the proposal, the Bidder certifies as follows: (1) The lower tier participant certifies, by submission of this proposal, that neither it, nor its principals as defined at 49 CFR Part 29.995 or affiliates, as defined by 49CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction as defined by 49 CFR 29.904, or by any Federal department or agency. (2) When 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.

Name and Title of Authorized Representative

Signature

Date