



RFP # 15-004

Bus Wrap Services

ANAHEIM TRANSPORTATION NETWORK

1354 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: <http://rideart.org/about-us/solicitations/>. All RFP documents shall be submitted in hard copy. Electronic or e-mailed submissions shall be rejected.



1.0 Introduction

This Request for Proposals (RFP) is the means for prospective suppliers to submit a firm price quotation to the ATN for the services described in this document. The RFP and all associated documents are available in electronic form at <http://rideart.org/about-us/solicitations/>.

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)(4) 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 and Garden Grove, Buena Park and Santa Ana. ART service connects sixty two (62) areas' hospitality establishments with local destinations and attractions such as:

Disneyland Resort	The Outlets at Orange
Disney's California Adventure	Christ's Cathedral
Downtown Disney	Anaheim Stadium & Amtrak Train Stations
Anaheim Convention Center	The Honda Center
Anaheim GardenWalk	Buena Park Destinations
Angel Stadium & ARTIC Station	MainPlace Mall

2.0 Purpose of this RFP

The Anaheim Transportation Network (ATN) is soliciting firm cost proposals for bus wrap services for the period commencing February through January 2018. The purpose of the Request for Proposals is to develop a Master Agreement for the period of February 2016 through January 2018, along with the Anaheim Transportation Network's (ATN) standard terms and conditions and firm price structure with a supplier to provide the goods and/or services. The ATN reserves the right to exercise a one year agreement extension option.

The ATN will be obligated only for the specific quantities of materials and/or services that are authorized by the issuance of a specific Purchase Order. Purchase Orders will be issued on as needed basis and will specify specific terms and conditions. The selected Contractor shall furnish, deliver, and install the specified quantity of bus wraps on as needed basis.

Prices agreed upon are to remain firm for the duration of the Master Agreement, unless otherwise specified. The total prices shall be exclusive of all taxes.

The Master Agreement may be renewable in accordance with the terms and conditions, but may be terminated by either party, without cause, upon a thirty (30) day written notice.

The Contractor may make an on-site visit to inspect styles of buses operated by the Anaheim Resort Transportation fleet. Visits shall be scheduled the week of November 30, 2015. The proposer shall contact the ATN for an appointment time between the hours of 8:30 a.m. and 3 p.m.

Proposals are due to the ATN **by 4 pm on December 18, 2015** and must be submitted to:



Anaheim Transportation Network
Attn. Bus Wrap RFP 15-007
1354 South Anaheim Blvd.
Anaheim, CA 92805

3.0 Anaheim Resort Transportation Fleet

The existing Anaheim Resort Transit (ART) fleet is comprised of 73 buses. Templates for each bus type in the ART fleet mix are provided as Attachments 1-- 4:

1. Eight (8) Kodiak 32-foot El Dorado buses – Attachment 1
2. Nine (9) Starcraft 32-foot El Dorado buses – Attachment 2
3. Thirty five (35) 40-foot NABI buses – Attachment 3
4. Twenty One (21) Glaval Entourage buses – Attachment 4

4.0 Quality of Work

a. New Materials

All materials shall be new and not used. The new materials shall have life expectancy of two (2) to three (3) years, unless requested otherwise. Printed vinyl must be cold laminated.

b. Commercial Standards

The workmanship employed by the Contractor shall be of the best quality and of the highest standard of commercially acceptable practice for the class of work, and shall result in the wrap having a neat, clean and finished appearance.

5.0 Work To Be Performed by the Contractor

The Contractor shall perform the following work:

- a. Coordinate with the graphic artist artwork submission and development of a template for the proposed bus wrap installation
- b. Using provided artwork, produce/print bus wraps to accommodate specifications of the vehicles dedicated to the wrap
- c. Remove existing wraps from the vehicles, if needed
- d. Install new wrap on dedicated vehicles

The Contractor shall assume all responsibility for all services offered in its proposal, whether or not he/she produces them, and as required for a complete turnkey installation. Further, the ATN will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any kind and all changes resulting from the contract. The Contractor shall be responsible for all work and payment to the sub-contractors.



6.0 Work To Be Performed by the ATN

ATN shall coordinate:

- a. All aspects of sales negotiations
- b. All creative design approvals. Once creative is completed, ATN shall coordinate with the Contractor and graphic design artist(s) delivery of the files for production
- c. ATN shall make buses available to the Contractor for removal and installation of the wraps; and ATN shall make location(s) available to the Contractor for removal and installation, upon agreed upon schedule

7.0 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. Proposals shall not exceed five (5) pages, not including the front page, cover letter and applicable attachments.

Each Proposer should clearly and accurately demonstrate specialized knowledge and experience required for consideration. Please submit the following:

One (1) original Information Form completed in the exact legal name of the Proposer's business signed by an authorized representative of the Proposer.

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:

- a. 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);
- b. The name, telephone, fax, address, and e-mail address of one business person who is the organization's designated representative; and
- c. 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.
- d. Office locations closest to the ATN facilities.



2. Previous Experience:

Provide a concise description of the related previous experience of the firm and key personnel to be assigned to the project. Provide, at minimum, of three (3) references of similar projects.

3. Project Management:

Provide description of the proposed project management team. Location of the closest office to the ATN's facility. Oversight of the installation team, quality control and assurance. Describe ability to provide timely service and respond to the requests and needs of the ATN.

Describe Quality Control and Assurance approach, including timeliness and ability to respond to ad hoc needs.

4. Cost Proposal Submission:

- a. In a separate package, each Proposer should submit a proposed Cost Proposal – Attachment 5
- b. Cost Proposal shall clearly and accurately demonstrate all applicable costs as
- c. Cost Proposal should be submitted in a sealed envelope clearly marked "Cost Proposal" – (firm name)

8.0 Submitting Your Proposal

In order to be considered, the ATN requires that the RFP be provided in the written form, not later than 4 p.m. on December 18, 2015

Proposals are not to be submitted as e-mails. 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.

9.0 Selection Process

It is the intention of the ATN to select firms to provide services taking into consideration both the quality and cost.

9.1 Proposal Evaluation Process

The evaluation team will determine responsiveness of the proposal to the ATN's expressed needs. The evaluation team will not be privy to the contents of the Price Proposals during this part of the evaluation process. The Proposals received will be analyzed and scored by members of an evaluation team which will be comprised of ATN staff. 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 service provision needs.

Demonstrated Experience of Project Personnel: 20 points
Demonstrated experience of key personnel to be assigned to the project. Demonstrated ability to meet customer service needs and quality assurance. Local project manager and availability of qualified personnel to the project area.

Cost Proposal: 40 points
Reasonableness of cost and other associated expenses

TOTAL POSSIBLE POINTS 100 points

10.0 Administrative Rules Governing this RFP Process

By virtue of submission of a Proposal, the Proposer agrees to be bound by the ATN administrative 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 Contractor's 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 Contractor 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.

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

Cristina Montoya, Project Manager
Anaheim Transportation Network
1354 South Anaheim Blvd., Anaheim, CA 92805
cmontoya@atnetwork.org
714-563-5287 714-563-5289 – fax



10.1 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 Contractor's 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.

10.2 Errors in the solicitation document

1. If a Contractor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Contractor 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 Contractors to whom the solicitation document was sent.
2. If prior to the date fixed for submission of proposals a Contractor 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 Contractor shall submit a proposal at its own risk, and if the Contractor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

10.3 Questions regarding the solicitation document

1. If a Contractor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Contractor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the Contractor 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 Contractor will be notified.
2. If a Contractor submitting a proposal believes that one or more of the solicitation document's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the Contractor may submit a written request that the solicitation document be changed. The request must set forth the recommended change and Contractor'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".



10.4 Addenda

The ATN may modify the solicitation document prior to the date fixed for submission of proposals by faxing an addendum to the Contractors to whom the solicitation document was sent. If any Contractor 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.

10.5 Withdrawal and resubmission/modification of proposals

A Contractor 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 Contractor. The Contractor 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.

10.6 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 a material 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.
2. Proposals that contain false or misleading statements may be rejected if in the ATN's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.
4. Cost sheets will be checked 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 Contractor's representative to answer questions with regard to the Contractor's proposal. Failure of a Contractor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

10.7 Rejection of proposals

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 Contractor 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 Contractors 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 interest of the State of California.

10.8 Award of contract

1. Award of contract, if made, will be in accordance with the solicitation document to a responsible Contractor submitting a proposal 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.

10.9 Decision

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.

10.10 Execution of contracts

1. The ATN will make a reasonable effort to execute any contract based on this solicitation document within 30 days of selecting a proposal that best meets its requirements. However, exceptions taken by a Contractor may delay execution of a contract
2. A Contractor submitting a proposal must be prepared to use ATN contract form rather than its own contract form.

10.11 Protest procedure

1. General

Failure of a Contractor 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 Closing Time. Failure to do so may be grounds for denying the protest.

3. After Award

A Contractor 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 Contractor has submitted a proposal that it believes to be responsive to the solicitation document;
- b. The Contractor 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 Contractor believes that the ATN has incorrectly selected another Contractor 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 Contractor 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 Contractor 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 Contractor. 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

Appeal process is outlined in the ATN's Procurement Manual shall be followed. A copy of the ATN Procurement Manual is available on the ATN's website at <http://rideart.org/about-us/solicitations/>.

11. 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 Contractor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a Contractor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the Contractor's proposal as it may be made available to the public.

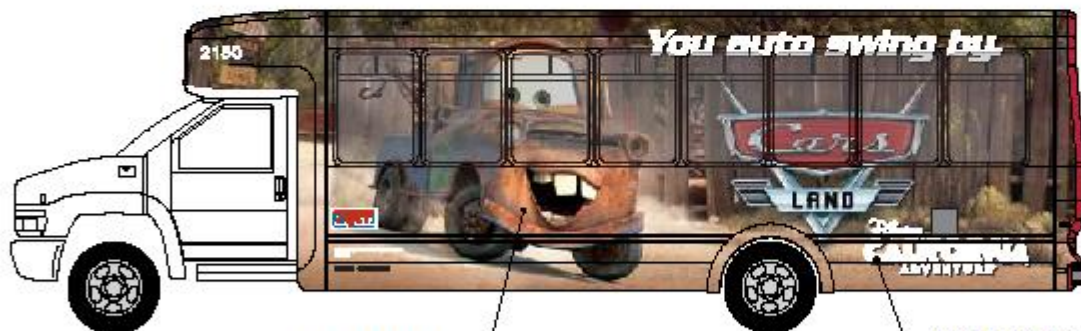
12. Payment

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 Contractor. The ATN may withhold ten (10) percent of each invoice until verification of service provision and invoice accuracy. The amount of the withhold may depend upon the payment schedule provided in the agreement between the ATN and the selected Contractor

Attachment 1
Kodiak 32-foot El Dorado Bus



Please sign and date to approve production

Client: _____ **Date:** _____
 I hereby approve the design and layout of this advertisement for all specifications, colors, resolution and layout. Production will not begin until 50% deposit is received.

Disney, The Happiest Place on Earth, Just Got Happier, and the Mickey Mouse silhouette are trademarks of Disney. © 2012 Disney. All rights reserved. This advertisement is for promotional purposes only and may not reflect actual printed color. This advertisement is for promotional purposes only and may not reflect actual printed color.

Customer: ATN / Cars Land

Location: _____

Date: 5-17-2012

Designer: *Kyle Jones* WO# _____

File Name: _____

Checks:

File

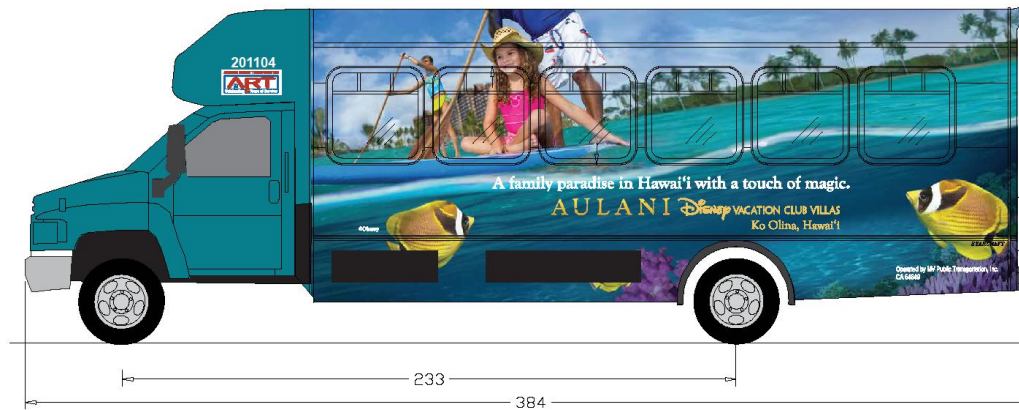
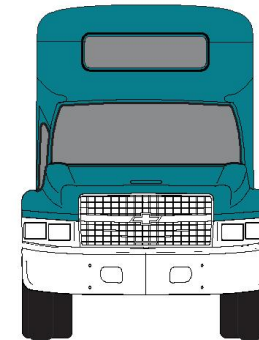
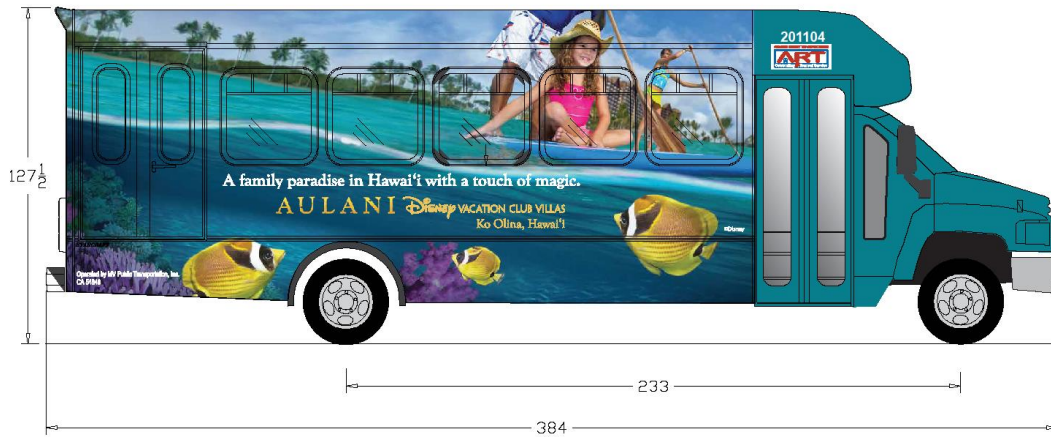
Fonts

Size/Scale

Resolution

This sheet is for proofing purposes only and may not reflect actual printed color.

Attachment 2
StarCraft 32-foot El Dorado Bus



Scale: 1:20

Please sign and date to approve production

Client: _____ **Date:** _____

NOTICE: By approving this proof client accepts responsibility for ALL Specifications, spelling, color, resolution and layout. Production will not begin until 50% deposit is received.

NOTICE: These drawings are the exclusive property of Caliber Signs & Imaging. They are submitted to you under your company for the sole purpose of your consideration of whether to purchase the artwork & sign from Caliber Signs & Imaging. Use of these plans / artwork by anyone other than you or your company employees to recreate a sign or a display similar in size or in appearance is expressly forbidden without written consent from Caliber Signs & Imaging. In the event that such violation occurs, Caliber Signs & Imaging, shall be reimbursed \$600.00 in compensation for the time and effort in creating these plans / artwork.

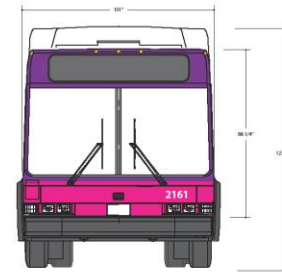
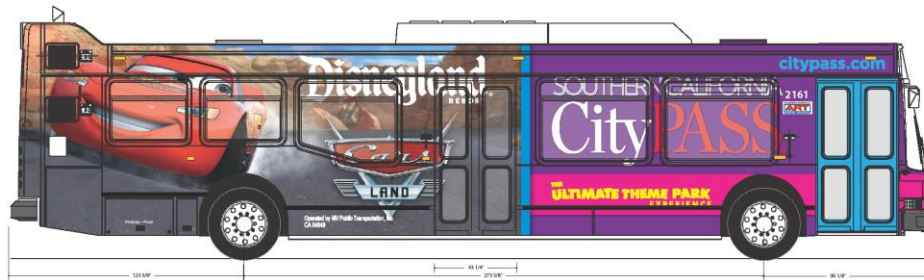
Customer: ATN Aulani
 Location: _____
 Date: 12-11-2012
 Designer: *Ken Jones* WO# _____
 File Name : Aulani Bus Wrap

Checks:

File
 Fonts
 Size/Scale
 Resolution

This sheet is for proofing purposes only and may not reflect actual printed color.

Attachment 3
NABI 40-foot LNG Bus



CityPASS Bus Wrap

Note: This template is based on surveyed dimensions of the actual vehicle. Some design elements have been adjusted to fit the different dimensions.

Scale: 1:20

Please sign and date to approve production

Client: _____ Date: _____
 NOTICE: By approving this proof client accepts responsibility for ALL Specifications, spelling, color, resolution and layout. Production will not begin until 50% deposit is received.

NOTICE: These drawings are the exclusive property of Colbar Signs & Imaging. They are submitted to one another and company for the sole purpose of your consideration of whether to purchase this artwork & sign from Colbar Signs & Imaging. Use of these images artwork by anyone other than you or your authorized employees to construct a sign or a similar similar to this one is expressly forbidden without written consent from Colbar Signs & Imaging. In the event that such violation occurs, Colbar Signs & Imaging shall be reimbursed \$100.00 in compensation for the time and effort in creating these plans / artwork.

Customer: Anaheim Transportation Network
 Location: _____
 Date: 06-24-2013
 Designer: Alex Hurst WO# 1040
 File Name : ATN Bus Wrap REV2

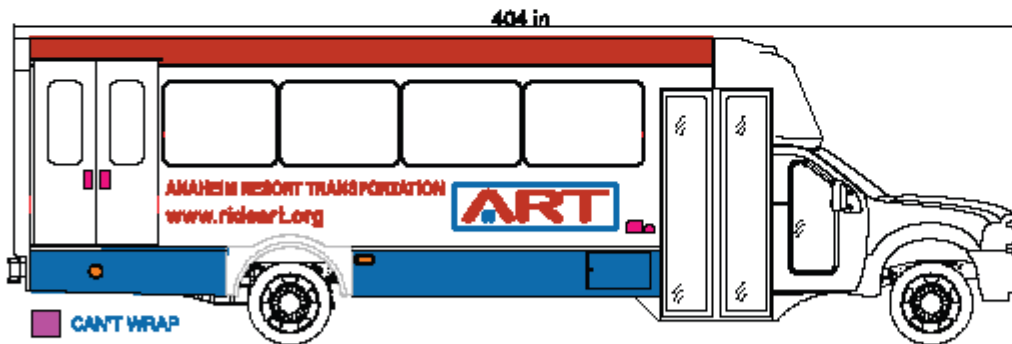
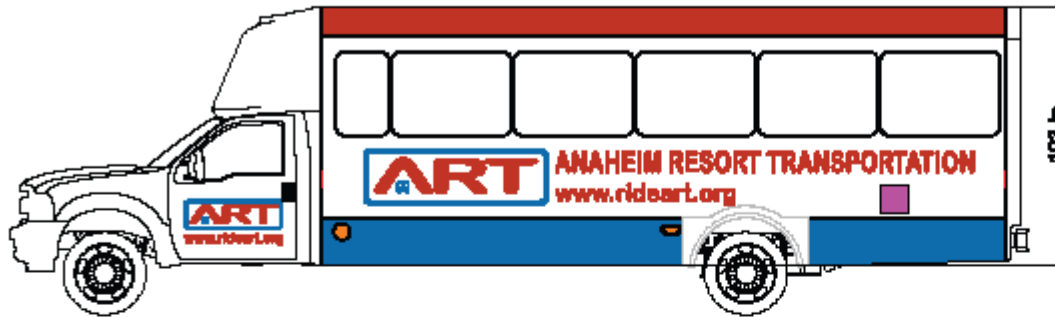
Checks:

File
 Fonts
 Size/Scale
 Resolution

This sheet is for
 proofing purposes
 only and may
 not reflect actual
 printed color.

Attachment 4
Glaval 33-foot Entourage Bus

ART Fleet graphics (Cut vinyl graphics)
 high performance 081 red
 high performance 051 garden blue



- CANT WRAP
- CUT OUT OBJECT
- WHITE VINYL LAID DOWN FIRST TO COVER CLEAR WINDOW
- RECOMMEND REMOVAL

Please sign and date to approve production

Client: _____ Date: _____
 I hereby approve this print-ready artwork for all specified printing and finishing options. I understand that I will be responsible for any errors or omissions on this artwork. I understand that I will be responsible for any errors or omissions on this artwork. I understand that I will be responsible for any errors or omissions on this artwork.

Customer: ART
 Location: _____
 Date: 11-8-12
 Designer: BS WOF
 File Name: _____

Checker _____
 File
 Fonts
 Size/Scale
 Resolution
 This checklist printing process only when not reflect actual printables

***Attachment 5
Cost Proposal***

Attachment 5 – Cost Proposal
Bus Wrap Services RFP #15-003

	Sides w/windows per unit	Sides w/o windows per unit	Tail w/window per unit	Tail w/o window per unit	Full wrap per unit
BUS STYLE	Prices shall include all removal and installation costs				
Kodiak Attachment #1					
1 bus					
2 buses					
3+ buses					
Starcraft -- Attachment #2					
1 bus					
2 buses					
3+ buses					
NABI Attachment #3					
1 bus					
2 buses					
3+ buses					
Glaval Attachment #4					
1 bus					
2 buses					
3+ buses					

Attachment 6
Draft Agreement

DRAFT -- AGREEMENT FOR SERVICES

This Agreement for Services is entered into this _____ of _____ 2014 (“Effective Date”) by and between the Anaheim Transportation Network (the “ATN”) and _____ (“Contractor”) and pertains to services to be rendered by Contractor to the ATN as more fully described below.

1. TERMS AND CONDITIONS

- a. Services: Contractor shall provide the following services (referred to hereinafter as “Services”) to the ATN:

The Contractor shall perform the following work:

1. Coordinate with the graphic artist artwork submission and development of a template for the proposed bus wrap installation
 2. Using provided artwork, produce/print bus wraps to accommodate specifications of the vehicles dedicated to the wrap
 3. Remove existing wraps from the vehicles, if needed
 4. Install new wrap on dedicated vehicles
 - 5.
- b. Materials: All materials used by the contractor shall be new and not used. The new materials shall have life expectancy of two (2) to three (3) years, unless requested otherwise.
- c. Workmanship: The workmanship employed by the Contractor shall be of the best quality and of the highest standard of commercially acceptable practice for the class of work, and shall result in the wrap having a neat, clean and finished appearance. Failure to provide acceptable workmanship may be grounds for termination of the contract.
- d. Term: The term of this Agreement shall be for a period of two (2) years (the “Term”) commencing on the Effective Date, with one year option to be exercised at the discretion of the ATN and based on the satisfactory performance of the Contractor.
- e. Compensation: Contractor shall be compensated as set forth in Price Proposal as attached (Exhibit A). Payment shall be Net 30 days.
- f. Termination: This Agreement may be terminated by either party hereto for any reason and that termination shall be effective thirty (30) days after the giving of written notice to the non-terminating party. If this Agreement is terminated by the ATN for “Cause” (as defined in paragraphs 1c, 1g and 1h, 2 and 6g.3), then it may be terminated immediately upon written notice to the non-terminating party.
- g. Schedule: Contractor shall perform tasks according to the mutually agreed upon schedule with ATN. Failure to complete the project according to the approved schedule may be grounds for termination of the contract.



- h. Delays: Contractor shall be liable for any delays in performance directly or indirectly resulting from acts of the ATN, its agents, employees, or contractors or causes beyond the control of the Contractor. "Causes beyond the control of the Contractor" included, but are not limited to: acts of God; acts of a public enemy; acts of the United States or the District of Columbia; any State or Territory of the United States; or any of their political subdivisions; strikes, civic commotions, or revolutions, freight embargoes; unusually severe weather conditions.
- i. Attorney's Fees: In any action for arbitration or at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.
- j. Notice: Any written notice to any of the parties required or permitted under this agreement shall be deemed to have been duly given on the date of service if served personally by the party to whom it is given, or on the day after mailing if mailed to the party to whom notice is to be given, by certified, return receipt requested, postage prepaid, and address to the addressee at the address set forth on the signature page hereto, or at the most recent address specified by written notice, given to the sender by the addressee under this provision.
- k. Responsibility: The Contractor shall assume all responsibility for all services offered in its proposal, whether or not he/she produces them, and as required for a complete turn-key installation. Further, the ATN will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any kind and all changes resulting from the contract. The Contractor shall be responsible for all work and payment to the sub-contractors.

2. NON-DISCLOSURE

It is expected that Contractor may have access to the ATN's confidential information while performing the Services, including but not limited to customer information, business models, financial information, contracts with third parties and related proprietary business information (hereafter collectively referred to as "Confidential Information"). Contractor will keep the Confidential Information confidential, use it only in the performance of the Services, and not disclose it to anyone without ATN's prior written authorization. Moreover, all files, records, documents, drawings, specifications, equipments, and similar items relating to the Confidential Information shall remain the exclusive property of ATN, and Contractor will be required to return it, and any reproductions thereof, to ATN upon termination of this Agreement.

3. INDEPENDENT CONTRACTOR STATUS

- a. It is expressly understood that Contractor will be acting as an independent contractor and not as an employee of the ATN, and it will have exclusive control over the details and means of performing the Services. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid to Contractor by the ATN for Services under this Agreement. In addition, Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to indemnify and



hold the ATN harmless for any claims arising out of any injury, disability or death of Contractor's employees or agents. Finally, Contractor shall be solely responsible for any and all of Contractor's taxes, including without limitation, social security, unemployment insurance and payroll taxes.

- b. Contractor shall have no right, power, or authority to bind or commit the ATN to any obligation or responsibility, or to hold itself to be an agent or employee of the ATN, without the express written consent of the ATN.

4. MUTUAL INDEMNIFICATION

Contractor shall hold harmless, indemnify and defend ATN from and against all claims, suits, judgments and awards (including reasonable attorneys' fees and other expenses of suits, whether groundless or not) on account of any damage to property, or injury or death to persons (including but not limited to any damage, injury or death to the property or person of any employee of Contractor or of ATN) which may occur or to be alleged to have occurred due to the negligence or other fault of Contractor, however arising out of or in conjunction with the performance of the Services under this Agreement.

Contractor assumes the risk of, or shall be responsible for, any loss or destruction of or damage to property which ATN may transfer to the possession and control of Contractor.

ATN agrees to indemnify, defend and hold harmless the Contractor, its subsidiaries, parent company, employees, directors, affiliates, consultants, agents and assigns from and against any and all losses, damages, liabilities, claims, demands, suits, and expenses that Contractor may incur or be liable for as a result of any claim, suite or proceeding made or brought against Contractor based upon, arising out of, or in connection with ATN's (or that of any of its agents, employees or representatives) breach of any of its duties or obligations hereunder or negligence or misconduct in connection with any of its duties relative to this agreement.

5. ASSIGNMENT AND SUBCONTRACTORS

This Agreement is for professional Services of Contractor, and Contractor shall not assign or contract the work to be performed hereunder, in whole or in part, without prior written consent of the ATN. Any such unauthorized attempt of assignment by Contractor shall be void. This Agreement shall be binding upon the successors and assigns of the parties hereto.

6. INSURANCE

- a. Contractor shall carry and pay premiums for insurance of the types and with the limits of liability not less than stated below. Such insurance shall be maintained in effect during the term of the Contract and shall cover all events occurring during the term of the Contract.
 - 1. Worker's Compensation Insurance covering all of Contractor's employees engaged in work under the Contract as required under the Worker's Compensation Act of the State of California.



2. Comprehensive General Liability Insurance of Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operation Liability, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, written on an occurrence form.
3. Each insurance policy required above shall contain the following clause: "This insurance shall not be cancelled, or limited in scope or coverage, until after thirty (30) days prior written notice has been given to the ATN."
4. Each insurance policy required above, excepting policies for Workers' Compensation, shall contain the following clauses:
 - a. "It is agreed that any insurance maintained by the Contractor pursuant to this Contract shall be primary to, and not contribute to, any insurance or self-insurance maintained by the ATN.
 - b. "The ATN and their officers, agents, employees, representatives and volunteers are added as additional insured as respects operations or activities of, or on behalf of, the named insured."
 - c. Prior to commencing any work under this Contract, the Contractor shall deliver to the ATN insurance certificates confirming the existence of the insurance required by this Contract, and including the applicable clauses set forth above.
 - d. Within thirty (30) days of the execution of this Contract, the Contractor shall provide the ATN endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. The endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title.
 - e. Insurance required by this Section shall be placed with insurers acceptable to the City of Anaheim and the ATN.
 - f. The ATN has the right to demand, and to receive within (30) days, copies of any insurance policies required under this Contract.
 - g. In addition to any other remedies the ATN may have, if the Contractor fails to provide or maintain any insurance policies or endorsements to the extent and within the time required in this Section, the ATN may, at its sole option:
5. Order the Contractor to stop work under this Contract; and/or withhold any payments which become due to the Contractor under this Contract until the Contractor demonstrates compliance with the requirements of this Section.
6. Terminate this Contract.

Nothing in this Section shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payments of damages to persons or property resulting from the Contractor's performance of the work covered under this Contract.



7. INTEGRATION

This Agreement constitutes the entire Agreement between the parties, and supersedes any other oral or written agreement or understanding between the parties regarding the subject matter hereof. No waiver, alteration, modification, renewal or extension of this Agreement shall be valid unless made in writing and signed by the parties.

8. ARBITRATION AND ATTORNEYS' FEES

Any controversy or claim arising out of, or relating to the Agreement, or breach thereof, shall be settled by binding arbitration exclusively in Orange County, California in accordance with the rules of the American Arbitration Association, and judgment upon the award may be entered in any Court having jurisdiction thereof. The arbitrator in any such arbitration shall award reasonable attorneys' fees and costs to the prevailing party.

9. GOVERNING LAW

This Agreement shall be construed and applied in accordance with the laws of the State of California.

10. NOTICE

Any written notice to any of the parties required or permitted under this Agreement shall be deemed to have been duly given on the date of service, if served personally, or on the date immediately after the date of mailing if mailed by United States Mail addressed to the parties as follows:

If to ATN:

Anaheim Transportation Network
Attn: Ms. Diana Kotler, Executive Director
1354 South Anaheim Blvd.
Anaheim, CA 92805
with a copy to:

If to Contractor:

11. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which is hereby declared to be an original; all, however, shall constitute but one and the same Agreement. Facsimile signatures shall have the same force and effect as "original" signatures.



12. FEDERAL, STATE AND LOCAL LAWS

Consultant warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

This Agreement shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any dispute shall be Orange County, California.

Equal Employment Opportunity

In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions 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.

Civil Rights Assurance

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest agree as follows:

Compliance with Regulations: Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

Information and Reports: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the ATN to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information the



Consultant shall so certify to the ATN as appropriate, and shall set forth what efforts it has made to obtain the information .

Sanctions for Noncompliance: In the event of the Consultant’s noncompliance with nondiscrimination provisions of this Agreement, the ATN shall impose Agreement sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Consultant under the Agreement until the Consultant complies; and/or
2. Cancellation, termination, or suspension of the Agreement, in whole or in part. Title VI of the

Civil Rights Act: In determining the types of property or services to acquire, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d et seq. and DOT regulations, “Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21. In addition, FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for FTA Recipients,” 05-13-07, provides FTA guidance and instructions for implementing DOT’s Title VI regulations.

The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

Incorporation of Provisions: Consultant shall include the provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the ATN may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the ATN to enter into such litigation to protect the interests of the ATN, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Prohibited Interests

Consultant covenants that, for the term of this Agreement, no director, member, officer or employee of ATN during his/her tenure in office or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

No member of the ATN Board of Directors, Anaheim City Council or delegate to the Congress of the United States shall have any interest, direct or indirect, in this Agreement or to the benefits thereof.



Ownership of Reports and Documents

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of ATN. Copies may be made for Consultant 's records but shall not be furnished to others without written authorization from ATN. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by ATN.

All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to Consultant in connection with the performance of this Agreement shall not, without prior written approval of ATN, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. Consultant shall comply with ATN's policies regarding such material. Nothing furnished to Consultant, which is otherwise known to Consultant or is or becomes generally known to the related industry shall be deemed confidential. Consultant shall not use ATN's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of ATN.

No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by Consultant to any other person or agency except after prior written approval by ATN, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by ATN unless otherwise agreed to by CONSULTANT and ATN.

Patent And Copyright Infringement

In lieu of any other warranty by ATN or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against ATN on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given ATN, information and assistance at Consultant 's expense for the defense of same. However, Consultant will not indemnify ATN if the suit or claim results from: (1) ATN's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when such use in combination infringes upon an existing U.S. letters patent or copyright.

Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. Consultant shall not be obligated to indemnify ATN under any settlement made without Consultant 's consent or in the event ATN fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at Consultant 's expense. If the use or sale of said item is enjoined as a result of such suit or claim, Consultant, at no expense to ATN, shall obtain for ATN the right to use and sell said item, or shall substitute an equivalent item acceptable to ATN and extend this patent and copyright indemnity thereto.



IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date indicated below.

(Contractor)

**ANAHEIM TRANSPORTATION NETWORK
(ATN)**

Signature

Signature

Name

Diana Kotler

Title

Executive Director

Date

Date



***Attachment 7
Federal Certifications & Assurances***



CIVIL RIGHTS REQUIREMENTS

Bidder's Name: _____

Hereby certifies that:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42U.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, 42U.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: _____



BUY AMERICA COMPLIANCE

Certification requirement for procurement of associated equipment. Certification of Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder hereby certifies that it complies with the Buy America requirements of 49 U.S.C. 5323U)(2)(C) and the regulations set forth in 49 CFR Part 661.

Date: _____

Signature: _____

Company Representative: _____

Company Name _____

Title _____

Certification of Non-Compliance with 49 U.S.C.5323(j)(2)(C)

The bidder hereby certifies that it cannot comply with the Buy America requirements of 49 U.S.C. 5323U)(2)(C) but may qualify for an exception pursuant to U.S.C. 5323U)(2)(B) or U)(2)(D) and the regulations set forth in 49 CFRPart 661.7.

Date

Signature

Company Name Title



**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 5323(U)(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 and 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, Ineligible 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