TRANSIT ADVERTISING – RFP 2017-001
REQUEST FOR PROPOSALS PROPOSAL #2017-001

TRANSPORTATION NETWORK
TRANSPORT ADVERTISING & MARKETING SERVICES

Contact: Belinda Trani, Sales & Marketing Manager
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Release Date: March 7, 2017
Request for Proposals RFP# 2017-001

TRANSPORT ADVERTISING & MARKETING SERVICES

NOTICE OF REQUEST FOR PROPOSALS (RFP)

The Anaheim Transportation Network (ATN) is a public transit service provider offering public transit service within the greater Anaheim Resort area. ATN is requesting proposals from qualified firms to provide Transit Advertising Services.

Proposals must be submitted and received with all required submittals as stated in the RFP no later than 4:00 pm local time on April 21, 2017.

Please reference RFP #2017-001 on the submittal cover. Proposals received after time specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered responsive. Proposals submitted must be addressed and delivered to ATN at the following address. This is also the address to be used for all communication in connection with this RFP:

Anaheim Transportation Network -- RFP 2017-001
Attn: Belinda Trani
1354 South Anaheim Boulevard, Anaheim, CA 92805
Submission of a proposal shall constitute a firm offer to the ATN for one hundred twenty (120) days from the date of RFP closing. This RFP does not commit the ATN to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services.

For information regarding this proposal, contact Belinda Trani, at 714-563-5287 phone, 714-563-5289 fax or btrani@atnetwork.org via email. Any questions or requests for clarification are due from proposers before March 31, 2017, at 4:00 pm and must be submitted in writing to Belinda Trani either by e-mail, fax or US Mail. If required, ATN’s response to these submissions will be in the form of an Addendum.

Pre-proposal meeting is scheduled for March 27, 2017, at 1:30 pm. The meeting will be held at the Anaheim Regional Transportation Intermodal Center (ARTIC) location at:

ARTIC
2625 East Katella Avenue
2nd Floor Conference Room
Anaheim, CA 92806
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SECTION 1 -- OVERVIEW

1. Introduction

This Request for Proposals (RFP) is the means for prospective vendors to submit proposals to the ATN for the services described in this document. The RFP and all associated documents are available in electronic form at www.rideart.org/about-us/solicitations.

The Anaheim Transportation Network (ATN) is governed by a 13-member Board of Directors. The ATN Board of Directors is the primary policy making body for the provision of public 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 public 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 seventy two (72) areas’ hospitality establishments with local destinations and attractions such as:

- Disneyland Resort
- Disney’s California Adventure
- Downtown Disney
- Anaheim Convention Center
- Anaheim GardenWalk
- Angel Stadium of Anaheim
- Costa Mesa/South Coast Plaza
- The Outlets at Orange
- Christ’s Cathedral
- Anaheim Regional Transportation Center
- The Honda Center
- Buena Park Destinations
- MainPlace Mall
- Bower’s Museum

2. Solicitation Schedule

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP 2017-001</td>
<td>March 7, 2017</td>
</tr>
<tr>
<td>Pre-Proposal Meeting (Optional)</td>
<td>March 27, 2017 at 1:30 pm</td>
</tr>
<tr>
<td>Questions &amp; Clarifications Due</td>
<td>March 31, 2017</td>
</tr>
<tr>
<td>Responses to Questions &amp; Clarifications</td>
<td>April 6, 2016</td>
</tr>
<tr>
<td>Proposal Submittal Due Date</td>
<td>April 21, 2017 @ 4 p.m.</td>
</tr>
<tr>
<td>Interviews</td>
<td>May 8, 2017</td>
</tr>
<tr>
<td>Recommendation and Award</td>
<td>May 24, 2017</td>
</tr>
<tr>
<td>Service Commencement</td>
<td>July 1, 2017</td>
</tr>
</tbody>
</table>

3. Purpose and Objectives of this RFP

ATN provides Anaheim Resort Transportation (ART) service as a fixed-route public bus transportation system for the greater Anaheim Resort and surrounding areas.

ATN is soliciting proposals from qualified firms for the provision of advertising services required by ATN. The selected firm will be responsible for:
1. Soliciting approved advertising materials for placement on the outside and inside of ATN fleet of buses,
2. Soliciting and placing advertisements in ATN collateral materials and other advertising mediums managed and administered by the ATN; and
3. Expanding advertising opportunities. The major objectives that ATN wishes to achieve in the transit advertising sales program are as follows:
   - To maximize advertising revenues paid to ATN. ATN seeks a sustainable Contractor to grow its program;
   - To coordinate with ATN staff the use of transit advertising channels to market various aspects of ART service and to provide information to passengers; and
   - To properly maintain ATN’s fleet of vehicles, collateral material, images, brand identity and integrity with respect to advertising and mediums. Advertising on ATN mediums must be attractively presented and in accordance with the application types called for in this RFP.

The ATN is soliciting proposals for an advertising services contract with a three (3) year term, with two (2) one-year options, commencing on July 1, 2017. The decision on exercise of the option terms shall be based solely on the selected Contractor’s ability to meet ATN advertising sales objectives, revenue projections, other needs of ATN, and shall be within the sole discretion of ATN.

A pre-proposal meeting is scheduled for March 27, 2017, at 1:30 pm at ARTIC, located at 2626 East Katella Avenue, Anaheim, CA 92806.

Proposals are due to the ATN by 4:00 pm on April 21, 2017, and must be submitted to:

Anaheim Transportation Network
Attn. ATN Advertising & Marketing Services RFP #2017-001
1354 South Anaheim Blvd.
Anaheim, CA 92805

4.0 Overview of Anaheim Resort Transportation Fleet and Other Advertising Mediums

4.1 ART Bus Fleet available for Full, Partial and Tail Wrap

1. Nine (9) Starcraft 32-foot El Dorado buses
2. Ten (10) NABI 40-foot buses
3. Twenty One (21) Entourage 33-foot Glaval buses
4. Three (3) EZ Ride 33-foot El Dorado Low Floor buses
5. Four (4) BYD 40-foot pure electric buses
4.2 **ART System Map**

The ART system map is produced twice annually, and is distributed to 400,000 individuals and businesses. The Spring/Summer edition has a distribution of 250,000 and is released in April of each year. The Fall/Winter edition is released in October of each year with a distribution of 150,000 maps. Samples of the ART System Map are provided at Attachment 1.

4.3 **Internal Advertising Panels**

All ART buses are equipped with internal advertising panels. Specifications for each ART bus type are provided in Table 1.

<table>
<thead>
<tr>
<th>Bus Type</th>
<th>Dimensions</th>
<th>Total Available Panels</th>
</tr>
</thead>
<tbody>
<tr>
<td>BYD Pure Electric Buses</td>
<td>10.5x27</td>
<td>4 buses – 8 panels/bus (24)</td>
</tr>
<tr>
<td>Glaval Entourage Buses</td>
<td>11x60</td>
<td>21 buses – 5 panels/bus (105)</td>
</tr>
<tr>
<td>El Dorado EZ Rider Buses</td>
<td>11x60</td>
<td>3 buses – 8 panels/bus (24)</td>
</tr>
<tr>
<td>El Dorado StarCraft Buses</td>
<td>11x60</td>
<td>9 buses – 6 panels/bus (54)</td>
</tr>
<tr>
<td>NABI LNG buses</td>
<td>11x60</td>
<td>10 buses – 8 panels/bus (40)</td>
</tr>
</tbody>
</table>

4.4 **On-Board Video**

ATN is working on the installation of real-time on-board video screens. One video screen per bus will be available on the entire ART fleet of buses.

ATN would like to make available up to five (5) minutes available for advertising per one-way trip for a total of approximately 105 minutes of advertising available per bus per day.

4.5 **Rack Cards**

Rack card distribution system is installed on all buses. A total of six (6) rack card spaces are available on each bus. Two (2) spaces are reserved for exclusive ATN use to distribute ART system maps and Passenger Comment Cards. Although ATN has the flexibility to adjust to any desired rack card distribution schedule, it is the desire of the ATN to establish a purchasing minimum of 30-day advertising schedule.

4.6 **ART Ticket Media**

ART tickets fronts are available for advertising. On annual basis 750,000 tickets are available for advertising opportunities.
ATN is soliciting written proposals from interested firms to act as its agent for the sale of advertising on its fleet of buses and other advertising mediums, as described in Section 1.

The successful proposer will be ATN’s primary agent for the sale of advertising as well as the development and implementation of social media strategy in accordance with ATN policy currently in place or as may be adopted by ATN.

ATN will pay the successful proposer with whom ATN enters into a contract for services as described hereunder a percentage of the total gross advertising revenue for the sale of advertising generated by such Contractor. ATN would like to see a Cost Proposal structured in a two-tiered compensation approach:

a. Renewals; and
b. New Business.

2.1 SERVICE PROVISION REQUIREMENTS

The successful proposer will be responsible for soliciting of advertising sales for the ATN. ATN reserves the right to reject any advertising that conflicts with ATN Advertising Policy (Attachment 2).

Installation and ongoing maintenance of advertising to be placed on ART assets, sold by the successful proposer, will be the responsibility of ATN and will be installed by ATN in order to avoid interference with ATN operations. All other advertising mediums, as described in Section 1, shall be coordinated with ATN by the successful proposers.

2.2 ART SYSTEM PROFILE

Provided as Attachment 3 is the ATN’s profile:

- Annual System Ridership
- System Ridership by Route
- Rider Profile -- Gender, Age, Ethnicity, Household Income, Origin, Length of Stay, Travel Choice

2.3 ESSENTIAL CONTRACTOR QUALIFICATIONS

2.3.1 Contractor must demonstrate that it has experience in the advertising and promotional business and that Contractor has the capability of providing the necessary staff to conduct business in the Southern California, California area. At least three (3) references must be provided

2.3.2 Contractor must demonstrate that it has the capacity and ability to conduct a sales program designated to produce maximum advertising income

2.3.3 Contractor must provide a portfolio of contacts and campaigns conducted, developed and implemented for other clients similar to the ATN
2.4 ESSENTIAL PROPOSAL ELEMENTS

In addition to those elements normally required in any transit contract for services, the following elements must be included:

2.4.1 Statement of qualifications and relevant experience in conducting business similar to that which is required herein within the last five (5) years

2.4.2 Names, experience and professional qualifications for key personnel to be assigned to the contract that may be awarded pursuant to this RFP. Resumes should be included.

2.4.3 Detailed work plan for advertising sales and Social Media Campaign

2.4.4 Quality control program

2.4.5 Any value-added services to be provided

2.4.6 Proposed use of area or national advertising agencies

2.4.7 Proposed compensation for each year of the base term of the contract and for each option year of the contract. Compensation rate to include a two-tiered commission structure for the sale of the advertising – renewals vs new business.

2.4.8 Rate cards from the Contractor showing estimated rates for internal and external bus advertisement, on-board monitors/screens, still internal advertising panels, rack cards and collateral materials advertisements on, and including all applicable discounts for increased showing, frequency or length of posting special packages/programs, etc.

SECTION 3 GENERAL CONTRACT REQUIREMENTS

3.1 The selected Contractor will have the exclusive right for sale of advertising identified under this RFP.

3.2 The selected Contractor will be responsible for securing all advertising contracts for execution by ATN, provided that ATN approves of the form and content of such contracts, and coordinating with ATN contractors and staff. All ads, except where noted below, will be obtained for the sole purpose of generating revenue.

3.3 The selected Contractor will give its best effort to sell advertising space and will operate a fully-staffed business office to manage this effort.

3.4 The selected Contractor must be familiar with greater Southern California area, leisure/tourism and convention travel markets, local ordinances of municipalities in the area, and be capable of acquiring both local and national advertising contracts based on demonstrated experience.
3.5 The selected Contractor must have a work force capable of ensuring proper presentation and sale of advertising opportunities.

3.6 The selected Contractor will be required to comply with generally accepted industry principles, ATN policy and all applicable laws and regulations including but not limited to truth in advertising, copyrights and trademarks. All advertising must be approved in accordance with the established ATN Advertising Policy (Attachment 2). The ATN Executive Director will be the sole arbiter of acceptable content and will designate approval/disapproval through an email or other written communication. Determinations are final and not appealable.

3.7 The selected Contractor will renegotiate unapproved ads within 24 hours of written notice given by ATN.

3.8 Any unsold spaces will become available to ATN for the purpose of inserting public service announcements or for publicity of other ATN activities.

3.9 The selected Contractor will indemnify and hold harmless ATN from and against all damages and claims resulting from the Contractor’s action and against all damages and claims arising on behalf of or asserted by any employee, agent or subcontractor of the contractor. All insurance policies shall contain an agreement on the part of the insurer waiving the right to subrogation.

3.10 The selected Contractor will be required to keep complete, accurate and up-to-date records of all advertising business conducted by it under any contract to be entered into with ATN, to maintain such records and to include such records as may be necessary with its regular payments from ATN.

3.11 ATN will have the right to audit the selected Contractor’s books and accounts relevant to the contract only. If ATN elects to make such an audit, the selected Contractor shall make all appropriate books, records and accounts, including records maintained for payments made to ATN, available within thirty (30) days of ATN’s written request. The selected Contractor must preserve all appropriate books, records, and accounts generated during the entire term of this agreement for the current year plus three (3) years.

3.13 The selected Contractor shall execute a contract with ATN containing all terms and conditions required by ATN as set forth herein, and in ATN’s model contract form attached to this RFP (Attachment 4).
SECTION 4 SPECIFIC ADVERTISING REQUIREMENTS

4.1 Advertising Mediums

Advertising will be permitted only on the buses, collateral materials, on-board monitors, internal advertising panels and other advertising mediums that may become available to the ATN. ATN reserves the right to change this inventory list with a ten (10) day notice to the selected Contractor.

4.2 Material and Appearance of Advertisement

ATN requires that all advertising is in accordance with current industry standards, and with ATN’s Advertising Policy.

4.3 Dimensions of Advertisement

The selected Contractor will follow advertising dimensions and surface area to ensure that advertising space will not protrude beyond the available space.

4.4 Limitation on Advertisements

Any advertisement that is not in accordance with ATN’s Advertising Policy, which is incorporated into this RFP by reference, shall not be displayed.

4.5 Office Space

If requested, ATN will provide a small office space, free of charge, to the successful proposer. The successful proposer is responsible for keeping this work area neat and clean.

4.6 Character and Quality of Advertisements

All advertisements shall be of a reputable character, shall conform to recognized business standards and ATN’s Advertising Policy, and shall not conflict with the laws of the United States, State of California, City of Anaheim or political subdivisions thereof. Proposers are specifically advised and hereby notified that the graphics, artwork, and copy of the advertisements are expected to be of high quality and of good taste. ATN Executive Director and/or his/her designee will have sole and unquestioned authority to determine what constitutes "high quality and good taste." However, ATN requests the proposers to submit outlines for proposed advertising standards/guidelines and to note how they would strive to limit non-conforming advertising.

4.7 ATN Advertising On/In Buses and Other Collateral Mediums

ATN reserves the right to use, without charge, unsold exterior advertising space for the promotion of its transit services and programs. In addition, providing that ATN’s Executive Director or his/her agent give sixty (60) days advance notice to the selected Contractor, ATN shall
also have the right to the exclusive use of no more than seven (7) signs of each type of exterior advertising for a maximum of twenty-six (26) weeks per year to market and promote ATN’s programs and services. In both cases, ATN’s use of advertising space for self-promotion may be pre-empted by paid advertisement only with the prior permission and notification of the Executive Director or his/her designee. ATN will collaborate with the selected Contractor so as not to take away valuable revenue advertising space for potential advertising customers.

In addition, a minimum of eight (8) interior bus signs per bus may be used by ATN for its own use. ATN will be responsible for the production costs of any advertising signs.

4.8 Public, Charitable, or Educational Advertisements

The successful proposer shall display in spaces not in use for commercial advertising or ATN’s self-promotion; public, charitable, or educational advertisements deemed by both the successful proposer and ATN to be proper for the purpose of avoiding unfilled spaces and for promotion of public good will. The selected Contractor must develop a program that discounts the cost of posting advertising for these agencies/organizations, when unsold space is available.

Contracts between the successful proposer and public, charitable, or educational advertising clients must be executed and processed in the same manner as for-profit advertising clients, and must conform to the ATN Advertising Policy. ATN reserves the right to offer interior ad space to certain public, charitable or educational entities at a significantly reduced cost. Such clients are responsible for the production costs for said signs.

4.9 Trade for Advertising

ATN must give prior approval for any trades of advertising space for media time or space (newspaper, billboard, radio or television). It must be guaranteed that any trade time negotiated will not be pre-empted by paid advertising contracted by said media. Certified logs are required to verify the placements made of advertisements. ATN may cancel the provisions of this paragraph at any time, except for previously approved contracts that do not provide for such cancellation.

In addition to the advertising space otherwise reserved for ATN uses, ATN reserves the right to use up to one (1) bus, on a space available basis, to make its own deals for the trade of advertising space for promotional purposes. The contracting advertiser shall utilize the successful proposer for the production of signs or wrapped buses.

4.10 Illustrated/Wrapped Buses

The successful proposer will submit the illustrated/wrapped design and advertiser for each of the buses for prior approval by ATN. ATN reserves the right to reject any advertiser or design for the illustrated/wrapped bus. Template for available external advertising are provided in Attachment 5.
The advertising message of illustrated/wrapped buses shall not cover any area of the designated for the exclusive use of the ATN (Attachment 5). The bus number shall be displayed at four locations on a wrapped bus; front, rear and both sides. In addition, the design must incorporate the ATN logo at least one time on each side of the bus and on the front to maintain a sense of ATN’s identity as the transit provider.

4.11 Quarterly Remittance and Report

The successful proposer is required to remit revenues earned each quarter within twenty (20) calendar days after the end of the quarter in which they were earned. Quarterly reports will be submitted for these periods: July-September, October-December, January-March, April-June. The revenue must be accompanied by a report that includes a summary of:

1. List of all advertisers, type (king, queen, etc.) and quantity of advertisement for each
2. Total number of signs for each type, total sold and total available for each type
3. Billings for the quarter
4. Collections for the quarter
5. Past due amounts to be discussed and reconciled with the ATN
6. Total remaining balances on accounts
7. Contract expiration dates
8. Any out of the ordinary circumstances that should be known or considered by ATN management or the ATN Board

ATN will issue quarterly payments based on the submitted reports.

All advertising, marketing, sales and promotional contracts, provided that ATN has approved the form and substance of such contracts, will be executed by ATN. The successful proposer will be furnished by the ATN with copies of all signed contracts and correspondence (including changes in prices, lengths of contracts and cancellation notices) with the quarterly report as an attachment.

4.12 Contract Expiration/Termination

Upon the termination or expiration of any advertising sales services contract entered into between ATN and the successful proposer pursuant to this RFP, and at ATN’s request, the successful proposer will assign and transfer to ATN all contracts with advertisers not held by ATN. Said contracts will then become the property of ATN. Any contracts with advertisers entered into by ATN will remain with ATN.

4.13 Contract Default or Bankruptcy

If the successful proposer shall default in complying with the provisions of the contract to be entered into with ATN, and such default shall continue beyond thirty (30) days, then ATN may terminate such contract upon thirty (30) days written notice, via certified mail. The contract shall terminate at the expiration of the thirty (30) day period unless the default shall be cured within the thirty (30) day period. This termination right is in addition to any right of ATN to
terminate the contract for cause or convenience as set forth in ATN’s model contract form. In the event of contract termination, neither party shall have any further claim against the other, except that the successful proposer shall be obliged to pay to ATN any monies due to the date of contract termination.

ATN’s contract form shall provide ATN with the right to terminate the contract and remove without liability to it, any advertising matter displayed on its vehicles if the successful proposer shall become bankrupt or insolvent, or if the contract is otherwise terminated pursuant to the rights of ATN.

4.14 Contractor-Client Relationship

Regular meetings will be held between the contract administrator and the advertising sales contractor for the purpose of maintaining a close client-contractor relationship. The selected Contractor should at all times present themselves as a representative of the company they work for, while also acknowledging that they are acting as an agent of ATN and there is an expectation of professionalism and ethical business practice at all times.

4.15 General Administrative Notes

Transit advertising reflects the image and professionalism of ATN – a core value of ATN’s that a vendor must respect. As such, ATN’s Executive Director or his/her designee will:

- Approve advertising rates. Any reductions/discounts/increases in approved rates should be discussed and approved prior to proposing to a potential advertiser
- Approval of general proposal appearance
- In keeping with this theme, ATN’s advertising sales contractor is required to return calls and e-mails quickly as expected by prospective advertisers

SECTION 5 CONTRACT RESPONSIBILITIES

5.1 Work to Be Performed by the Contractor

1. Solicit advertising in an effort to sell all available advertising space authorized by ATN
2. Refuse advertising unacceptable to ATN
3. Work with ATN staff to coordinate and administer all advertising sales efforts
4. Provide timely reports and required by ATN
5. Coordinate graphic design, as necessary, provide specifications to advertisers
6. Negotiate all advertising contracts and provide to ATN for review and approval, as appropriate, advertising sales’ terms and conditions
7. Attend meetings, as required, by ATN
8. Maintain a list of all advertising sales contracts, terms, conditions, prices, etc.
9. Attend meetings, as required, by ATN
10. At the end of contract term period, cooperate with ATN for transition of all services, contracts and make reasonable efforts to maintain service levels without any degradation in service.

11. In the event that a new contractor is awarded a contract for advertising services upon termination or expiration of any contract entered into pursuant to this RFP, a transition agreement will be negotiated and the selected Contractor will transition its services in accordance with such agreement.

5.2 Work to Be Performed by ATN

1. Install, remove and maintain all exterior and interior advertising spaces
2. Provide all creative design reviews and, as appropriate, design approvals. Once creative review is completed, ATN shall coordinate with the selected Contractor and graphic design artist(s) delivery of the files for production
3. Work with contractors, advertiser, graphic designer and installer to coordinate, in a timely manner, all graphic installations
4. Make advertising inventory and resources available for advertising sales
5. Pay for appropriate and associated production expenses
6. Maintain advertising exterior in a clean and acceptable condition
7. Print, produce and coordinate installation and other production related activities
8. Work cooperatively with contractor, advertiser and other parties, to continue Advertising Sales program
9. Provide storage facilities for advertising materials
10. Remove expired advertising
11. Furnish copies of executed advertising contracts to the selected Contractor
12. Fill advertising Rack Card space per advertising contracts
13. Cooperate with selected Contractor to provide requested data, graphics, demographics and ridership information
14. Work with selected Contractor to develop, monitor and update Social Media campaign

SECTION 6 PROPOSAL PREPARATION AND PACKAGING

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 twenty (20) pages, not including the front page, cover letter, applicable attachments and portfolio.

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.

2. Proposal Content:

- a) Describe your approach and how you plan to carry out the tasks to meet the deliverables outlined above;
- b) Provide a list of potential advertising partners and current client list;
- c) Provide concise description of the related previous experience of the firm and key personnel to be assigned to the project;
- d) Provide resumes for all key personnel, with special attention to the Project Manager assigned to this contract;
- e) Provide a summary of recent and relevant projects;
- f) Provide five samples from your portfolio of designed advertising sales campaigns, solicitation strategies, and social media development methods;
- g) Provide all other information not included as part of the information above and required in the Essential Qualifications and Essential Proposal Elements sections, or any other sections of this RFP;
- h) Acknowledge receipt of any addenda to this RFP issued by ATN, including the addenda number and date; and
- i) State any exceptions to ATN’s model contract form. Any exceptions to ATN’s model contract not provided as part of the proposal will not be considered by ATN. ATN shall approve any exceptions to its model contract form in ATN’s sole discretion.

3. Cost Proposal Submission:

- a) In a separate package, each Proposer should submit a proposed Cost Proposal;
- b) Cost Proposal shall clearly and accurately demonstrate all applicable costs;
- c) Cost Proposal should clearly address renewal advertising rates and rates for new advertising opportunities;
- d) Considerations for quantity/sales amount should be included in the Cost Proposal; and
- e) Notwithstanding the requirement to submit a separate sealed cost proposal, ATN intends to select a Contractor offering the best value to ATN, including consideration of qualifications and price as further detailed in this RFP while comparing submitted Cost Proposal against options for internal administration of advertising sales.
SECTION 7 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 April 21, 2017, to:

ATN
Attn. Belinda Trani
RE: Transit Advertising Services RFP 2017-001
1354 South Anaheim Boulevard
Anaheim, CA 92805

Proposals shall not be submitted via electronic 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. It is the intention of ATN to select a firm to provide services taking into consideration both the quality and cost.

SECTION 8 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 – Advertising Sales: 30 points
Experience of the firm in relation to the work to be performed, including demonstrated ability to meet service provision needs.

Assigned Project Personnel: 25 points
Demonstrated experience of key personnel to be assigned to the project. Demonstrated ability to meet customer service needs and quality assurance.

Proposed Advertising Sales Approach: 25 points
Proposed list of advertising partners, strength of relationships and unique sales approach. Strength of provided portfolio

Cost Proposal: 20 points
Reasonableness of cost and other associated expenses

TOTAL POSSIBLE POINTS 100 Points
SECTION 9  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 Belinda Trani, ATN’s Sales & Marketing Manager. Proposers/potential Proposers are to refrain from contacting any other ATN personnel with regards to this RFP.

Belinda Trani  
Anaheim Transportation Network  
1354 South Anaheim Blvd.  
Anaheim, CA 92805  
btrani@atnetwork.org  
714-563-5287  
714-563-5289  -- fax

9.1 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.

9.2 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.

9.3 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”.

9.4 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.

9.5 Withdrawal and resubmission/modification of proposals

A Contractor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying 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 offices 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.

9.6 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.

3. Proposals that contain false or misleading statements may be rejected if in the ATN’s opinion the information was intended to mislead ATN 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, 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.

6. ATN reserves the right to evaluate and compare proposals among all submitted proposals and against administration of the advertising program internally, by ATN staff. The ability to internalize advertising sales into ATN operations will be evaluated by staff and presented to ATN Board of Directors as part of its deliberation and consideration process. As part of the decision making process, 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 as deemed in the best interest of the ATN.

9.7 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 selected 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, in its sole discretion, to cancel this RFP and make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of ATN.
9.8 **Award of contract**

1. Award of contract, if made, will be in accordance with the solicitation document to a responsible Contractor obtaining the highest Total Quality Points score pursuant to the evaluation criteria set forth above, and 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.

9.9 **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.

9.10 **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 selected Contractor may delay execution of a contract.

2. The selected Contractor must be prepared to execute ATN’s contract form rather than its own contract form.

9.11 **Protest procedure**

1. **General**

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

2. **Prior to Proposal Submission Deadline**

   An interested party that is an actual or prospective Proposer with a direct economic interest in this 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 or improperly 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 must 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

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.

d. The Contractor’s request for appeal shall include:

   1. The name, address telephone and facsimile numbers, and email address of the Contractor filing the appeal or their 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.
8. Disposition of materials

a. 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.

9. Payment

a. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.

b. 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.

THE END
EXHIBIT 1

FEDERAL CERTIFICATIONS 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: _______________________________
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 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.


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
ATTACHMENT 1

ART SYSTEM MAP
ATTACHMENT 2

ADVERTISING POLICY
ATN Advertising Policy

I. Purpose and Intent

The purpose of this policy is to create definite, uniform standards for the display of advertising on ATN buses, and any other revenue-generated medium controlled by ATN. This policy is intended to be an objective and enforceable standard for advertising that is consistently applied, and which is consistent with the free speech guarantees of the constitutions of the United States and the State of California.

ATN’s acceptance of transit advertising does not provide or create a general public forum for expressive activities. In keeping with its proprietary function as a provider of public transportation, ATN does not intend its acceptance of transit advertising to convert its transit assets or printed materials into open public forums for public discourse and debate. Rather, ATN’s fundamental purpose and intent is to accept advertising as an additional means of generating revenue to support its transit operations. In furtherance of this discreet and limited objective, ATN retains strict control over the nature of the ads accepted for posting on or in its transit assets and printed materials and maintains its advertising space as a limited public forum.

In the ATN’s experience, certain types of advertisements interfere with the program’s primary purpose of generating revenue to benefit the transit system. This policy advances the advertising program’s revenue-generating objective by prohibiting advertisements that could detract from that goal by creating substantial controversy, interfering with and diverting resources from transit operations, and/or posing significant risks of harm, inconvenience, or annoyance to transit passengers, operators and vehicles. Such advertisements create an environment that is not conducive to achieving increased revenue for the benefit of the transit system or to preserving and enhancing the security, safety, comfort and convenience of its operations. The viewpoint neutral restrictions in this policy thus foster the maintenance of a professional advertising environment that maximizes advertising revenue.

This policy is intended to provide clear guidance as to the types of advertisements that will allow the ATN to generate revenue and enhance transit operations by fulfilling the following goals and objectives:

- Maximizing advertising revenue;
- Preventing the risk of imposing demeaning or disparaging views on a captive audience;
- Maintaining a position of neutrality on controversial issues;
- Preserving marketing potential of the advertising space by avoiding content that the community could view as demeaning, disparaging, objectionable, inappropriate or harmful to members of the public generally or to minors in particular;
- Maximizing ridership;
- Avoiding claims of discrimination and maintaining a non-discriminatory environment for riders; and
- Preventing any harm or abuse that may result from demeaning, disparaging or objectionable advertisements.

The ATN’s transit assets and printed materials are a limited public forum and, as such, the ATN will accept only that advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all other access requirements and restrictions provided herein.

The ATN reserves the right to suspend, modify or revoke the application of any of the standards in this policy as it deems necessary to comply with legal mandates, to accommodate its primary transportation
function, or to fulfill the goals and objectives identified above. All of the provisions in this policy shall be deemed severable.

It is ATN’s declared intent and purpose to take into account interests which are of importance to the operation of ATN’s transportation system. These interests include:

1. Maximizing revenues by advertising;
2. Maintaining an orderly administration and operation of ATN’s transportation system, which includes maximizing revenues by attracting and maintaining the patronage of passengers;
3. Maintaining the safety of passengers;
4. Protecting minors who travel on ATN’s transportation system;
5. Avoiding any potential identification of ATN with the viewpoints expressed in advertisement on vehicles;
6. Does not discourage the use of the transit system;
7. Does not interfere with the presentation/communication of transit information necessary for the safe and efficient use of the ATN system;
8. Does not diminish ATN’s reputation in the communities it serves or the good will of its customers; and
9. Is consistent with the principal purposes of providing safe, reliable, efficient and quality public transportation.

ATN reserves the right to amend these policies and standards at any time. Any revisions or amendments to this policy will be in writing and supplied to all advertising contractors. Any member of the public may obtain a copy of these standards at any time, upon request.

II. Advertising Standards and Restrictions

A. Permitted Advertising Content

It is the intent of ATN to permit commercial advertising for products and services, and to provide advertising space for public service announcements. All Commercial and Promotional Advertising and Public Service Announcements must meet or exceed high quality standards of art and design as exemplified in the industry and as determined by ATN or its authorized Advertising Contractor as defined herein.

1. Commercial and Promotional Advertising. Commercial and promotional advertising promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events, programs, transaction, donations, products or property for commercial purposes or more generally promotes an entity that engages in such activity.

2. Public Service Announcements. An advertisement shall satisfy the following criteria in order to qualify as a Public Service Announcement (PSA):
   a. The sponsor of a PSA must be a government entity or a nonprofit corporation that is exempt from taxation under §501c(3) of the Internal Revenue Code.
   b. The PSA must be directed to the general public or a significant segment of the public and relate to:
      i. Prevention or treatment of illness
      ii. Promotion of safety, health or personal well-being
iii. Provision of family or child social services  
iv. Solicitation by broad-based employee contribution campaigns which provide funds to multiple charitable organizations (e.g. United Way)  
v. Provision of services and programs that support low income citizens or persons of disability  

c. A PSA may not include a commercial message or mention a festival, show, sporting event, concert, lecture, or event for which an admission fee is charged.

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

4. Additional Requirement. Any advertising in which the identity of the sponsor is not readily and unambiguously identified must include the following phrase to identify the sponsor in clearly visible letters (no smaller than 72 point type for exteriors and 24 point type for interiors): “Advertisement paid for by [Sponsor’s Name].”

B. Prohibited Advertising Content

ATN intends that its advertising venues constitute nonpublic forums that are subject to the viewpoint-neutral restrictions set forth below. Certain forms of paid and unpaid advertising will not be permitted for placement or display by ATN. No advertisement will be displayed or maintained if the advertisement or information contained in it falls within one or more of the following categories:

1. False, misleading, or deceptive commercial speech. The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, is false, misleading, or deceptive.

2. Unlawful goods or services. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or laws.

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

4. Unlawful possession. The advertisement, or any material contained in it, implies or declares possession of unlawful or illegal goods or services under local, state or federal laws.

5. Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by ATN of any service, product or point of view, without prior written authorization of ATN (through its Executive Director).

6. Obscenity or Nudity. Contains any nudity, obscenity, sexual content, sexual excitement, or sadomasochistic abuse.

7. Prurient sexual suggestiveness. The advertisement contains material that describes, depicts, or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary or community standards, would find appeals to the prurient interest of minors or adults in sex.
8. **Tobacco.** The advertisement promotes the sale or use of tobacco or tobacco-related products.

9. **Demeaning or disparaging.** Advertising that includes language, pictures, or other graphic representations that are derogatory or defamatory of any person or group because of race, color, national origin, ethnic background, age, disability, ancestry, marital or parental status, military discharge status, source of income, religion, gender or sexual orientation.

10. **Profanity.** The advertisement contains profane language.

11. **Violence.** The advertisement contains any image or description of graphic violence or the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm on a person or animal.

12. "**Adult**- oriented goods or services.** The advertisement promotes or encourages, or appears to promote or encourage, adult book stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites and escort services.

13. **Political.** Advertising promoting or opposing:
   a. A political party;
   b. The election of any candidate or group of candidates for federal, state or local government offices;
   c. Any legislation, initiative, referendum or ballot measure; or
   d. A political action committee, political campaign or political philosophy, viewpoint on matters of public debate about economic, political, religious or social issues.

14. **Alcohol, Marijuana, and Regulated Substances.** Advertising that promotes the sale or use of beer, wine, distilled spirits, alcoholic beverages, or any substance licensed and regulated under California law; however, this prohibition shall not prohibit advertising that includes the name of a restaurant that is open to minors.

15. **Firearms.** Advertising that promotes or solicits the sale, rental, distribution or availability of firearms or firearms-related products.

16. **Harmful or Disruptive to Transit System.** Any material that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of or interference with ATN’s transportation system.

### III. Advertising Program and Administration.

**A. Administration.**

ATN shall select an "Advertising Contractor" who shall be responsible for the daily administration of ATN’s advertising program, in a manner consistent with these guidelines. ATN shall designate a "Contract Administrator" or its staff to be the primary contact for ATN with the Advertising Contractor.

**B. Procedure.**
The Advertising Contractor shall review each advertisement submitted for display on or in ATN’s property to determine whether the advertisement falls within the adopted standards and guidelines. If it appears the advertisement may be questionable; the Contractor shall notify the Contract Administrator at ATN before the advertisement is approved and installed.

1. The ATN Contract Administrator will review the advertisement to determine whether the advertisement meets the adopted standards and guidelines set forth in this policy.

2. If the ATN Contract Administrator determines that the advertisement does not meet the adopted standards and guidelines, or where there is uncertainty as to whether or not a particular advertisement meets such guidelines, the Contract Administrator shall refer the matter to the Executive Director for a determination. If the Executive Director finds the advertisement does not violate the standards, he/she will inform the Contract Administrator who will advise Contractor(s) Program Manager of the determination. The Executive Director is the final authority.
ATTACHMENT 3

SYSTEM PROFILE
2,836 Transit Riders Represented in The Study

### Ridership Composition

<table>
<thead>
<tr>
<th>Category</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adults</td>
<td>65%</td>
</tr>
<tr>
<td>Teens</td>
<td>7%</td>
</tr>
<tr>
<td>Children (3-12 yrs)</td>
<td>28%</td>
</tr>
</tbody>
</table>

### Composition of Individual party

<table>
<thead>
<tr>
<th>Category</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adults with children</td>
<td>48%</td>
</tr>
<tr>
<td>Adults with teens</td>
<td>7%</td>
</tr>
<tr>
<td>Adults with teens and children</td>
<td>11%</td>
</tr>
<tr>
<td>Adults with not teens or children</td>
<td>34%</td>
</tr>
</tbody>
</table>

### 36% of total Ridership from California

<table>
<thead>
<tr>
<th>Region</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern California</td>
<td>15%</td>
</tr>
<tr>
<td>Central California</td>
<td>12%</td>
</tr>
<tr>
<td>Southern California</td>
<td>9%</td>
</tr>
</tbody>
</table>

### 50% of total Ridership originated outside of California

<table>
<thead>
<tr>
<th>Region</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arizona</td>
<td>25%</td>
</tr>
<tr>
<td>Nevada</td>
<td>13%</td>
</tr>
<tr>
<td>Pacific North West</td>
<td>12%</td>
</tr>
</tbody>
</table>

### 22% of total Ridership is International

<table>
<thead>
<tr>
<th>Country</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canada</td>
<td>16%</td>
</tr>
<tr>
<td>Australia</td>
<td>3%</td>
</tr>
<tr>
<td>Mexico</td>
<td>2%</td>
</tr>
<tr>
<td>New Zealand</td>
<td>1%</td>
</tr>
</tbody>
</table>

### Transportation From/To The Anaheim Resort

#### Primary Mode of Transportation

<table>
<thead>
<tr>
<th>Mode</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auto</td>
<td>52%</td>
</tr>
<tr>
<td>Plane</td>
<td>44%</td>
</tr>
<tr>
<td>Bus</td>
<td>4%</td>
</tr>
</tbody>
</table>

### Primary Reason for Visit to The Anaheim Resort

<table>
<thead>
<tr>
<th>Reason</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overnight Vacation/Holiday</td>
<td>93%</td>
</tr>
<tr>
<td>Convention/Meeting</td>
<td>3%</td>
</tr>
<tr>
<td>Day Trip</td>
<td>2%</td>
</tr>
<tr>
<td>Other</td>
<td>2%</td>
</tr>
</tbody>
</table>

### Conducted 2015

#### Length of Stay

<table>
<thead>
<tr>
<th>Type of Visit</th>
<th>Length of Stay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visitors from California</td>
<td>4 days</td>
</tr>
<tr>
<td>Other US Visitors</td>
<td>4.2 days</td>
</tr>
<tr>
<td>International Visitors</td>
<td>6.4 days</td>
</tr>
</tbody>
</table>

#### Use of ART Service

35% of ridership used ART service on prior visit 6.9 times

#### Type of ART Pass Used

<table>
<thead>
<tr>
<th>Pass Type</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-day</td>
<td>39.0%</td>
</tr>
<tr>
<td>3-day</td>
<td>32.0%</td>
</tr>
<tr>
<td>5-day</td>
<td>23.5%</td>
</tr>
<tr>
<td>15-day</td>
<td>2.0%</td>
</tr>
<tr>
<td>30-day</td>
<td>0.5%</td>
</tr>
<tr>
<td>One-way cash fare</td>
<td>3.0%</td>
</tr>
</tbody>
</table>

#### Ethnicity (of those responded)

<table>
<thead>
<tr>
<th>Ethnicity</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>African American</td>
<td>4%</td>
</tr>
<tr>
<td>American Indian</td>
<td>1%</td>
</tr>
<tr>
<td>Asian</td>
<td>4%</td>
</tr>
<tr>
<td>Caucasian</td>
<td>78%</td>
</tr>
<tr>
<td>Hispanic</td>
<td>7%</td>
</tr>
<tr>
<td>Other</td>
<td>6%</td>
</tr>
</tbody>
</table>

#### Estimated Annual Household Income (of those responded)

<table>
<thead>
<tr>
<th>Income Range</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under $24,999</td>
<td>3%</td>
</tr>
<tr>
<td>$25,000 - $34,000</td>
<td>9%</td>
</tr>
<tr>
<td>$35,000 - $49,999</td>
<td>3%</td>
</tr>
<tr>
<td>$50,000 - $74,999</td>
<td>13%</td>
</tr>
<tr>
<td>$75,000 - $99,999</td>
<td>16%</td>
</tr>
<tr>
<td>$100,000 - $124,000</td>
<td>22%</td>
</tr>
<tr>
<td>$125,000 - $149,999</td>
<td>13%</td>
</tr>
<tr>
<td>Over $150,000</td>
<td>21%</td>
</tr>
</tbody>
</table>
Description of Service

ATN currently operates 23 bus routes in the following areas:

- Anaheim Resort District
- Disneyland Resort District
- Platinum Triangle (Angel Stadium, Honda Center, National Grove of Anaheim)
- Ctr City Anaheim
- Buena Park Attractions
- Outlets of Orange
- Christ’s Cathedral
- MainPlace Mall
- Costa Mesa and South Coast Plaza

Service Characteristics

- Days of Service: 365 days/year
- Approximate hours: 7 a.m. to 12 midnight
- Peak Buses: 65
- Passengers per hour per bus: 42
- Total Annual Ridership: 9.5 million

Annual System Totals (Actuals)

<table>
<thead>
<tr>
<th></th>
<th>2016 Ridership</th>
<th>2015 Ridership</th>
</tr>
</thead>
<tbody>
<tr>
<td>ART Core Routes</td>
<td>3.8 million</td>
<td>3.6 million</td>
</tr>
<tr>
<td>ART Route 20 – Toy Story</td>
<td>5.7 million</td>
<td>5.6 million</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>9.5 million</strong></td>
<td><strong>9.2 million</strong></td>
</tr>
</tbody>
</table>
ATTACHMENT 4

DRAFT AGREEMENT
AGREEMENT BETWEEN
ANAHEIM TRANSPORTATION NETWORK

AND

________________________________________________________________________.

THIS AGREEMENT is effective as of this 1st day of July 2017, by and between the Anaheim Transportation
Network located at 1354 South Anaheim Blvd, CA 92805, a private non-profit corporation of the state of
California (hereinafter referred to as “ATN”), and _____________________________________ (hereinafter
referred to as “CONTRACTOR”).

WITNESSETH:

WHEREAS, ATN requires assistance from CONTRACTOR to provide services; and

WHEREAS, said work cannot be performed by the regular employees of ATN; and

WHEREAS, CONTRACTOR has represented that it has the requisite personnel and experience, and is
capable of performing such services; and

WHEREAS, CONTRACTOR wishes to perform these services;

WHEREAS, the ATN’s Board of Directors approved this Agreement on _____________;

NOW, THEREFORE, it is mutually understood and agreed by ATN and CONTRACTOR as follows:

ARTICLE 1. COMPLETE AGREEMENT

1. This Agreement, including all exhibits and documents incorporated herein and made applicable by
reference, constitutes the complete and exclusive statement of the terms and conditions of the agreement
between ATN and CONTRACTOR and it supersedes all prior representations, understandings and communications.
The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other
terms or conditions.

2. ATN's failure to insist in any one or more instances upon CONTRACTOR's performance of any terms
or conditions of this Agreement shall not be construed as a waiver or relinquishment of ATN's right to such
performance or to future performance of such terms or conditions and CONTRACTOR's obligation in respect
thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon
ATN except when specifically confirmed in writing by an authorized representative of ATN by way of a written
amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. ATN DESIGNEE

The Executive Director of ATN, or designee, shall have the authority to act for and exercise any of the rights of ATN
as set forth in this Agreement.

ARTICLE 3. SCOPE OF WORK

1. CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to ATN the
services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this reference, incorporated in and
made a part of this Agreement. All services shall be provided at the times and places designated by ATN.

2. CONTRACTOR shall provide the personnel listed below to perform the above-specified services, which
persons are hereby designated as key personnel under this Agreement.

<table>
<thead>
<tr>
<th>Names</th>
<th>Functions</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____________________________</td>
<td>Advertising Sales</td>
</tr>
<tr>
<td>_____________________________</td>
<td>Advertising Sales</td>
</tr>
</tbody>
</table>

3. CONTRACTOR shall provide a strategic business plan acceptable to the ATN for all advertising sales
and Social Media campaign for the ATN’s Anaheim Resort Transportation (ART) system.

4. CONTRACTOR shall serve as marketing agent for the ATN’s Social Media strategy and shall use its best
efforts in representing the ATN’s interests.

5. CONTRACTOR shall procure advertisers and sponsors acceptable to the ATN and enter into advertising
agreements on behalf of the ATN for the purposes of advertising on and/or within ATN-owned assets.
CONTRACTOR shall present the names of potential advertisers/sponsors to the ATN for approval (which may be
withheld for any reason), prior to entering into agreement negotiations and/or advertising agreement.

6. No person named in paragraph 2 of this Article, or his/her successor approved by ATN, shall be
removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function or level of commitment hereunder
be changed, without the prior written consent of ATN. Should the services of any key person become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to ATN for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONTRACTOR is not provided with such notice by the departing employee. ATN shall respond to CONTRACTOR within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

**ARTICLE 4. TERM OF AGREEMENT**

This Agreement shall commence upon the effective date of this Agreement, and shall continue in full force for three (3) years through _________________, unless terminated earlier as provided in this Agreement. ATN and CONTRACTOR reserve a right to exercise two (2) one-year Agreement extension options. Such options shall be exercised in writing by both parties.

**ARTICLE 5. PAYMENT**

1. For CONTRACTOR’s full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Article 7, ATN shall pay CONTRACTOR based on agreed upon commission rates and in accordance with the following provisions.

2. The following schedule shall establish commission rate of compensation structure to CONTRACTOR by ATN for each advertising contract secured by the CONTRACTOR. The schedule shall not include any CONTRACTOR expenses not approved by ATN including but not limited to reimbursement for local meals.

**TABLE 1 – ADVERTISING SALES COMPENSATION**

<table>
<thead>
<tr>
<th>Advertising Revenue</th>
<th>Description</th>
<th>Commission Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL COMMISSION RATE SHALL NOT EXCEED ?????
3. CONTRACTOR shall invoice ATN on a monthly basis for payments corresponding to the work actually completed by CONTRACTOR. Percentage of work completed shall be documented in a monthly progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. CONTRACTOR shall also furnish such other information as may be requested by ATN to substantiate the validity of an invoice. At its sole discretion, ATN may decline to make full payment for any task listed in paragraph 2 of this Article until such time as CONTRACTOR has documented to ATN’s satisfaction, that CONTRACTOR has fully completed all work required under the task. ATN’s payment in full for any task completed shall not constitute ATN’s final acceptance of CONTRACTOR’s work under such task; final acceptance shall occur only when ATN releases the retention. If ATN elects to audit work completed, on in progress by the CONTRACTOR, ATN reserves the right to retain 10% of the funds subject to audit. The retained funds shall be paid to CONTRACTOR within thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by such audit. CONTRACTOR agrees to release subcontractor retention within thirty (30) calendar days after the subcontractor’s work is satisfactorily completed unless these funds are retained by the ATN, in which case those withheld amounts will be paid to be paid to the subcontractors within ten (10) days of receipt of those funds by CONTRACTOR. These prompt payment provisions are required to be incorporated in all subcontract agreements issued by CONTRACTOR.

4. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in duplicate. Each invoice shall be accompanied by the monthly progress report specified in this Article. ATN shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice or return invoice within ten (10) days for correction and resubmission. Each invoice shall include the following information:

2. Specify the task number for which payment is being requested;
3. The time period covered by the invoice;
4. Total monthly invoice (including project-to-date cumulative invoice amount) and retention;
5. Monthly Progress Report;
6. Certification signed by the CONTRACTOR or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONTRACTOR intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.

7. Any other information as agreed or requested by ATN to substantiate the validity of an invoice.

8. CONTRACTOR understands and acknowledges that funding for this Agreement is subject to the continuing availability to ATN of funds. Upon such termination, CONTRACTOR shall be paid for services satisfactorily rendered up to the time of notice of such termination under this subparagraph 8. Termination for loss or reduction in funds shall not constitute a breach of this Agreement or be actionable in law, equity or in any other manner as a failure to perform.

ARTICLE 6.

1. CONTRACTOR agrees to pay each subcontractor for the satisfactory work performed under this Agreement, no later than ten (10) calendar days from the receipt of each payment CONTRACTOR receives from ATN. CONTRACTOR agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor’s work is satisfactorily completed. ATN reserves the right to request the appropriate documentation from CONTRACTOR showing payment has been made to the subcontractors. Any delay or postponement of payment from the above referenced periods may occur only for good cause following written approval by ATN.

2. Failure to comply with this provision or delay in payment without prior written approval from ATN will constitute noncompliance, which may result in appropriate administrative sanctions, including, but not limited to a penalty of two percent (2%) of the invoice amount due per month for every month that payment is not made.

3. These prompt payment provisions must be incorporated in all subcontract agreements issued by
ARTICLE 7. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, ATN and CONTRACTOR mutually agree that ATN's maximum cumulative payment obligation (including obligation for CONTRACTOR's profit) shall be ______________________ ($_______) for social media efforts and shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement. ATN's maximum payment obligation (including obligation for CONTRACTOR's profit) shall not exceed __________ percent (_____%) in commission obligations for advertising sales and shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

ARTICLE 8. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONTRACTOR: To ATN:
Executive Director
1354 South Anaheim Blvd
Anaheim, CA 92805
ATTENTION: Diana Kotler
(714) 563 - 5287

ARTICLE 9. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to ATN in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of
ATN. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 10. INSURANCE

1. CONTRACTOR shall procure and maintain insurance coverage during the entire term of this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONTRACTOR shall provide the following insurance coverage:

   1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury, and Property Damage with a minimum limit of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

   2. Automobile Liability to include owned, hired and non-owned autos with a combined single limit of $1,000,000.00 each accident;

   3. (Waived by both Parties) Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of ATN, its officers, directors, employees and agents;

   4. (Waived by both Parties) Employers' Liability with minimum limits of $1,000,000.00; and

   5. (Waived by both Parties) Professional Liability with minimum limits of $1,000,000.00 per claim.

2. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by ATN prior to commencement of any work. Proof of insurance coverage must be received by ATN within ten (10) calendar days from the effective date of this Agreement with the ATN, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by ATN. Furthermore, ATN reserves the right to request certified copies of all related insurance policies.

3. CONTRACTOR shall include on the face of the Certificate of Insurance the Agreement Number; and, the Contract Administrator's Name, Diana Kotler.
4. CONTRACTOR shall also include in each subcontract the stipulation that subcontractors shall maintain insurance coverage in the amounts required from CONTRACTOR as provided in this Agreement.

ARTICLE 11. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) Request for Proposals (RFP) #2017-001; (3) Proposal submitted to the ATN in response to RFP #2017-001, and all other documents, if any, cited herein or incorporated by reference.

ARTICLE 12. CHANGES

By written notice or order, ATN may, from time to time, order work suspension and/or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to ATN by CONTRACTOR as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, CONTRACTOR shall promptly notify ATN thereof and assert its claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the agreement as changed.

ARTICLE 13. DISPUTES

1. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of, by supplemental agreement shall be decided by ATN’s Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the Executive Director shall be final and conclusive.

2. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.
3. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of ATN's Executive Director. This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any ATN official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

ARTICLE 14. TERMINATION

1. ATN may terminate this Agreement for its convenience at any time, in whole or part, by giving CONTRACTOR written notice thereof. Upon termination, ATN shall pay CONTRACTOR its allowable costs incurred to date of that portion terminated. Said termination shall be construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If ATN sees fit to terminate this Agreement for convenience, said notice shall be given to CONTRACTOR in accordance with the provisions of the FAR referenced above and Article 8, herein. Upon receipt of said notification, CONTRACTOR agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.

2. ATN may terminate this Agreement for CONTRACTOR's default if a federal or state proceeding for the relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, or for cause if CONTRACTOR fails to perform in accordance with the scope of work or breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by ATN. CONTRACTOR shall be liable for any and all reasonable costs incurred by ATN as a result of such default or breach including, but not limited to, reprocurement costs of the same or similar services defaulted by CONTRACTOR under this Agreement. Such termination shall comply with CFR Title 48, Chapter 1, Part 49, of the FAR.

3. If the agreement is terminated during the Term by the ATN without Cause (as defined below), the CONTRACTOR shall continue to receive payments of commissions following the termination date at the applicable
rate for all money received during the balance term of the existing advertising agreements. If, however, the Term
of this Agreement expires of it this Agreement is terminated by CONTRACTOR for any reason or by the ATN for
Cause, then under those circumstances, CONTRACTOR shall not be entitled to any further commissions following
the effective date of termination. For purposes of this Agreement, “Cause” shall be defined as: 1) a material breach
by CONTRACTOR of any of its obligations under this Agreement; 2) the commission of any material act of
dishonesty, unauthorized disclosure or use of confidential information; 3) if CONTRACTOR unjustifiably neglects
its duties or acts in any way that has adverse effect upon the ATN’s reputation; 4) the filing of petition by
CONTRACTOR for bankruptcy; 5) an assignment for the benefit of creditors.

ARTICLE 15. INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless ATN, its officers, directors, employees and
agents from and against any and all claims (including attorneys’ fees and reasonable expenses for litigation or
settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused
by the negligent acts, omissions or willful misconduct by CONTRACTOR, its officers, directors, employees, agents,
subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS

1. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted
by CONTRACTOR, without the prior written consent of ATN. Consent by ATN shall not be deemed to relieve
CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

2. ATN hereby consents to CONTRACTOR’s subcontracting portions of the Scope of Work to the parties
identified below for the functions described in CONTRACTOR’s proposal. CONTRACTOR shall include in the
subcontract agreement the stipulation that CONTRACTOR, not ATN, is solely responsible for payment to the
subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action,
against ATN, its officers, directors, employees or sureties for nonpayment by CONTRACTOR.

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ARTICLE 17. ACCESS TO RECORDS AND REPORTS

CONTRACTOR shall provide ATN or other agents of ATN, such access to CONTRACTOR’s accounting books, records, payroll documents and facilities of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. CONTRACTOR shall maintain such books, records; data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONTRACTOR’s performance hereunder and for a period of seven (7) years from the date of final payment by ATN. ATN’s right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 16 of this Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 18. CONFLICT OF INTEREST

CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONTRACTOR is unable, or potentially unable to render impartial assistance or advice to the ATN; CONTRACTOR’s objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONTRACTOR has an unfair competitive advantage. CONTRACTOR is obligated to fully disclose to the ATN in writing Conflict of Interest issues as soon as they are known to the CONTRACTOR. CONTRACTOR is obligated to fully disclose to the ATN in writing Conflict of Interest issues as soon as they are known to the CONTRACTOR. All disclosures must be submitted in writing to ATN pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 19. CODE OF CONDUCT

1. CONTRACTOR agrees to comply with the ATN’s Code of Conduct as it relates to Third-Party contracts, which is hereby referenced and by this reference is incorporated herein. CONTRACTOR agrees to include these requirements in all of its subcontracts.

2. Non-Disclosure – It is expected that CONTRACTOR may have access to the ATN’s confidential
information while performing services for the AT, including, but not limited to customer information, business models, financial information, contracts with third parties and related proprietary business information (hereafter collectively referred to and “Confidential Information”). CONTRACTOR shall keep Confidential Information confidential, use it only in the performance of the Service, and not disclose it to anyone without ATN’s permission and prior written authorization. Moreover, all files, records, documents, drawings, specifications, equipment and similar items relating to the Confidential Information shall remain the exclusive property of ATN and CONTRACTOR shall be required to return it, and any reproductions thereof, to ATN upon termination of this Agreement.

ARTICLE 19. FEDERAL, STATE AND LOCAL LAWS
1. CONTRACTOR 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.

2. 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.

ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR 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.

ARTICLE 21. CIVIL RIGHTS ASSURANCE

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

1. Compliance with Regulations: CONTRACTOR 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.

2. **Nondiscrimination:** CONTRACTOR, 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 subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

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

4. **Information and Reports:** CONTRACTOR 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 CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so certify to the ATN as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the CONTRACTOR’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 CONTRACTOR under the Agreement until the CONTRACTOR complies; and/or
   2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. **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.

G. 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: CONTRACTOR shall include the provisions of paragraphs (A) through (H) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the ATN to enter into such litigation to protect the interests of the ATN, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**ARTICLE 22. DISADVANTAGED BUSINESS ENTERPRISES**

At the time of contract execution, the CONTRACTOR did not commit to utilize DBE(s) in the performance of this DOT-assisted contract. However, in the event DBE(s) are utilized in the performance of this contract, the CONTRACTOR shall comply with reporting requirements delineated under Section E: “Race-Neutral DBE Submission and Ongoing Reporting Requirements (Post-Award).”

**PROHIBITED INTERESTS**

1. CONTRACTOR 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.
2. 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.

**ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

1. 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 CONTRACTOR'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.

2. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONTRACTOR 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. CONTRACTOR shall comply with ATN's policies regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential. CONTRACTOR 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.

3. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONTRACTOR 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 CONTRACTOR and ATN.

**ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

1. In lieu of any other warranty by ATN or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR 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 CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that
CONTRACTOR is promptly notified in writing of the suit or claim and given ATN, information and assistance at
CONTRACTOR's expense for the defense of same. However, CONTRACTOR 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 CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent
or copyright.

2. CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for
settlement thereof. CONTRACTOR shall not be obligated to indemnify ATN under any settlement made without
CONTRACTOR'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 CONTRACTOR's expense. If the use or sale of said item is enjoined as a result
of such suit or claim, CONTRACTOR, 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.

ARTICLE 25. FINISHED AND PRELIMINARY DATA

1. All of CONTRACTOR's finished technical data, including but not limited to illustrations, photographs,
tapes, software, software design documents, including without limitation source code, binary code, all media,
technical documentation and user documentation, photo prints and other graphic information required to be
furnished under this Agreement, shall be ATN's property upon payment and shall be furnished with unlimited
rights and, as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement.
CONTRACTOR further agrees that it shall have no interest or claim to such finished, ATN-owned, technical data;
furthermore, said data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

2. It is expressly understood that any title to preliminary technical data is not passed to ATN but is
retained by CONTRACTOR. Preliminary data includes roughs, visualizations, software design documents, layouts
and comprehensives prepared by CONTRACTOR solely for the purpose of demonstrating an idea or message for
ATN's acceptance before approval is given for preparation of finished artwork. Preliminary data title and right
thereto shall be made available to ATN if CONTRACTOR causes ATN to exercise Article 12, and a price shall be
negotiated for all preliminary data.

**ARTICLE 26. **FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party; and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

**ARTICLE 27. **PRIVACY ACT

CONTRACTOR shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

**ARTICLE 28. **INCORPORATION OF FTA TERMS

All contractual provisions required by Department of Transportation (DOT), whether or not expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause ATN to be in violation of the FTA terms and conditions.

**ARTICLE 29. **FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and
AGREEMENT BETWEEN ATN AND _____________________________________

ARTICLE 30. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

ATN and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the ATN, City of Anaheim, Caltrans, CONTRACTOR, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying Agreement. CONTRACTOR agrees to include these requirements in all of its subcontracts.

ARTICLE 31. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this Agreement, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA assisted project for which this Agreement’s work is being performed. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

2. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under the ATN of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONTRACTOR, to the extent the Federal Government deems appropriate.
CONTRACTOR agrees to include this requirement in all of its subcontracts.

**ARTICLE 32. RECYCLED PRODUCTS**

CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247. CONTRACTOR agrees to include this requirement in all of its subcontracts.

**ARTICLE 33. ENERGY CONSERVATION REQUIREMENTS**

CONTRACTOR shall 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 Conservation Act.

**ARTICLE 34. CLEAN AIR**

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONTRACTOR shall report each violation to ATN, who will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONTRACTOR agrees to include this requirement in all of its subcontracts.

**ARTICLE 35. CLEAN WATER REQUIREMENTS**

CONTRACTOR shall 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. CONTRACTOR shall report each violation to ATN and understands and agrees that the ATN who will in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONTRACTOR agrees to include this requirement in all of its subcontracts.

**ARTICLE 36. FLY AMERICA REQUIREMENT**

CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for the U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America
Act. CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**ARTICLE 37. BUY AMERICA REQUIREMENTS**

CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States, for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software and small purchases (currently less than $100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)© and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

**ARTICLE 38. SEISMIC SAFETY REQUIREMENTS**

CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. CONTRACTOR also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**ARTICLE 39. DEBARMENT AND SUSPENSION**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, CONTRACTOR is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. 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.

**ARTICLE 41. CHANGE TERMS.**

Changes to any part of this Agreement must be requested in writing by CONTRACTOR submitted to ATN and approved by ATN in accordance with ATN’s policies and procedures. CONTRACTOR must make such request a minimum of ninety (90) days prior to desired effective date of change. All modifications to this Agreement shall be in writing and signed by both parties.

EFFECTIVE DATE: This Agreement shall be made effective upon the date of execution by ATN.

**ARTICLE 42. AUTHORITY.**

The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Agreement and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this contract are legally enforceable and binding on CONTRACTOR.

R. Effective Date. This Agreement shall become effective on the date of execution by CITY (the “Effective Date”).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. to be executed on the date first above written.

**CONTRACTOR**

**ANAHEIM TRANSPORTATION NETWORK**

By ________________________________

Diana Kotler
Executive Director
Federal Certifications and Assurances
ATTACHMENT 5

ART BUS TEMPLATES