

REFINANCE OF ANAHEIM TRANSPORTATION NETWORK ADMINISTRATIVE FACILITIES

RFP# 14-007





**REQUEST FOR PROPOSALS PROPOSAL #14-007
REFINANCE OF ANAHEIM TRANSPORTATION NETWORK
ADMINISTRATIVE FACILITIES**

| | |
|-----------------------|----------------------------------|
| Date: | June 6, 2014 |
| Contact: | Diana Kotler, Executive Director |
| Telephone Number: | 714-563-5287 |
| FAX Number: | 714-563-5289 |
| E-Mail: | dkotler@atnetwork.org |
| Release Date: | June 6, 2014 |
| Request for Proposals | #14-007 |

REFINANCE OF ANAHEIM TRANSPORTATION NETWORK ADMINISTRATIVE FACILITIES

NOTICE OF REQUEST FOR PROPOSALS (RFP)

The Anaheim Transportation Network (ATN) is a public transit service provider offering mass transit service within the greater Anaheim Resort area. ATN is requesting proposals from qualified firms to refinance its administrative facilities located at 1354 South Anaheim Boulevard, Anaheim, CA 92805.

Proposals must be submitted and received with all required submittals as stated in the RFP no later than 2:00 pm local time on July 7, 2014.

Please reference RFP #14-007 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 14-007
Attn: DeAndre McCall
1354 South Anaheim Boulevard, Anaheim, CA 92805



For information regarding this proposal, contact DeAndre McCall, at 714-563-5287 phone, 714-563-5289 fax or dmccall@atnetwork.org via email. Any questions or requests for clarification are due from proposers before June 20, 2014 at 4:00 pm and must be submitted in writing to DeAndre McCall either by e-mail, fax or US Mail. If required, ATN's response to these submissions will be in the form of an Addendum.

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SECTION 1 -- OVERVIEW

1. INTRODUCTION

This Request for Proposals (RFP) is the means for prospective financial institutions 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.

The Anaheim Transportation Network (ATN) is governed by a Board of Directors. The ATN Board of Directors is the primary policy making body for the provision of transit services in the greater Anaheim Resort Area. The ATN is a 501(C)(4) non-profit organization located in the City of Anaheim, California. The ATN provides a comprehensive transit service, known as the Anaheim Resort Transportation (ART) in the greater Anaheim Resort area, including cities of Anaheim, Orange, Garden Grove, Buena Park and Santa Ana. ART service connects sixty two (62) areas' hospitality establishments with local destinations and attractions such as:

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

ATN maintains a franchise agreement with the City of Anaheim for the provision of ART services and compliance with The Anaheim Resort® and Platinum Triangle Specific Plans' mitigation measures.

2. SOLICITATION SCHEDULE

| Tasks | Due Date |
|---|------------------------|
| Release of RFP 14-007 | June 6, 2014 |
| Questions & Clarifications Due | June 20, 2014 @ 4 p.m. |
| Responses to Questions & Clarifications | June 25, 2014 |
| Proposal Submittal Due Date | July 7, 2014 @ 2 p.m. |

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 formed a single asset holding company, ATN Single Asset Holding Company LLC, with ATN as the sole member. All future financial instruments, as they related to the refinancing of the property at 1354 South Anaheim Blvd., will be held by the ATN Single Asset Holding Company LLC.

The premises of the ATN's new location at 1354 South Anaheim Boulevard are comprised of 8,300 square feet of office area and 1.88 acres of land. ATN is soliciting proposals from qualified firms to refinance its administrative offices located at 1354 South Anaheim Boulevard, Anaheim, CA, based on the following financing requirements:

ATN FINANCING REQUIREMENTS

| | |
|-----------------------|--|
| Requested Loan Amount | Approximately \$2,187,500 representing: <ul style="list-style-type: none"> ▪ The outstanding balance (approx. \$1,687,500) of the existing acquisition loan; ▪ Tenant Improvements Line of Credit (\$500,000); and ▪ Legal and other processing and closing costs |
| Plan of Refinancing | ATN desires to accomplish this refinancing with the minimum amount of cost and transaction processing |
| Interest Rate | Fixed rate for the agreed upon term of the loan |
| Collateral | First deeds of trust on subject property. |
| Prepayment Options | ATN desires the most flexible prepayment option possible for the requested loan; |
| Amortization | 25/10 |

SECTION 2 – ADMINISTRATIVE PROVISIONS AND SCOPE OF SERVICES

ATN is soliciting written proposals from interested firms to:

- Refinance ATN's administrative facilities; and
- Provide competitive refinance terms

ATN has several goals related to the ongoing operation of the property:

- Become 100% owner of the property;
- Continue to operate this location as administrative and operational headquarters;
- Refinance all debt related to the property at the lowest interest rate possible; and
- Continue to complete capital improvements based on future internal needs.

SECTION 3 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, and completeness and clarity of content. Proposals shall not exceed ten (10) pages, including the front page, cover letter, applicable attachments and portfolio.

Elements to include in the Proposal:

- A. Submittal letter
- B. Lender profile and description of experience providing this type of service
- C. Completed copy of the proposed loan options
- D. List of individuals and their contact information for relationship management, underwriting, closing, and performing ongoing asset management related to this loan
- E. Three references (only required if you have no current loans with ATN)

In order to be considered, the ATN requires that the RFP be provided in the written form not later than 2 p.m. on July 7, 2014

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 4 PROPOSAL EVALUATION PROCESS

The evaluation team will determine responsiveness of the proposal to the ATN's expressed needs.

EVALUATION CRITERIA AND WEIGHT FACTORS

| | |
|--|--------|
| Interest rate pricing | 40 pts |
| Loan to Value Ratio, DSCR and other underwriting criteria | 20 pts |
| Favorable Prepayment Terms | 10 pts |
| Origination fees, counsel fees, due diligence costs, and any other costs | 10 pts |
| Lender profile, references and experience of key personnel | 20 pts |

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 Lender's representative to answer questions with regard to the Lender's proposal. Failure of a Lender to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

SECTION 5 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 Lender'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 Lender 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 Diana Kotler, ATN's Executive Director. Potential Proposers are to refrain from contacting any other ATN personnel with regards to this RFP.

Diana Kotler
Anaheim Transportation Network
1354 South Anaheim Blvd.
Anaheim, CA 92805
dkotler@atnetwork.org
714-563-5287
714-563-5289 -- fax

5.1 GENERAL

1. This solicitation document, the evaluation of proposals, and the award shall conform with current competitive procedures as they relate to the procurement of goods and services.
2. In addition to explaining the administrative requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

5.2 ERRORS IN THE SOLICITATION DOCUMENT

1. If a Lender submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Lender 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 Lenders to whom the solicitation document was sent.
2. If prior to the date fixed for submission of proposals a Lender 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 Lender shall submit a proposal at its own risk, and if the Lender is awarded the

contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

5.3 QUESTIONS REGARDING THE SOLICITATION DOCUMENT

1. If a Lender's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Lender may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the Lender 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 Lender will be notified.
2. If a Lender 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 Lender may submit a written request that the solicitation document be changed. The request must set forth the recommended change and Lender'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".

5.4 ADDENDA

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

5.5 WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Lender 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 Lender. The Lender 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.

5.6 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 Lender 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 Lenders 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.

5.7 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.

5.8 PROTEST PROCEDURE

Any protests by an interested party regarding this procurement shall be made in accordance with the protest procedure of ATN. Written protest procedure may be obtained by contacting ATN.

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

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 Lender 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 Lender will:

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

CERTIFICATION:

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

Company Name: _____

Official's Name: _____

Title: _____ Date: _____



CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, hereby certify on behalf of _____ that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying, 61 CFR 1413.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, Contracts under grants, loans, and cooperative agreements) which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Successful Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Successful Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Certificate of Non-Compliance

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

Date: _____ Signature: _____

Company Name: _____ Title: _____

STATE OF CALIFORNIA DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name: _____

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

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



- a. Taking appropriate personnel action against that employee, up to 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 Lender is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to procuring agency, the Federal Government, and/or the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government; the DOL may pursue available remedies, including suspension and/or debarment.

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

Name and Title of Authorized Representative

Signature

Date



ATTACHMENT 1

SYSTEM PROFILE



RIDERSHIP DEMOGRAPHICS

As of December 31, 2012 a total of 210 questionnaires, representing ridership of 821 people, The surveys were administered on the 1st Saturday and the 2nd Wednesday of each month during 2012 on the following dates:

- September 5, 2012
- November 10, 2012
- October 10 & 13, 2012
- December 8 & 13, 2012

RIDERSHIP COMPOSITION

- Of the 821 transit riders represented in the study...
 - Adults 65%
 - Teens 7%
 - Children (3-12 years) 27%
- In terms of the composition of individual travel parties...
 - Adults with children 48%
 - Adults with teens 7%
 - Adults with teens and children 11%
 - Adults with no teens or children 34%

ORIGINS

- Over a third – 36% – of total ridership was from California...
 - Northern California 68%
 - Central California 12%
 - Southern California 9%
- Half of the ridership – 50% – originated in the U.S. outside of California...
 - Arizona 25%
 - Nevada 13%
 - Washington 13%
- 22% was international...
 - Canada 16%
 - Australia 2%
 - Mexico 1%
 - New Zealand 1%

TRANSPORTATION FROM HOME TO THE ANAHEIM RESORT

- Of the total 2,838 riders represented by the surveys, their primary mode of transportation from their homes to The Anaheim Resort was...
 - Auto 52%
 - Plane 42%
 - Bus 4%

PRIMARY REASON FOR VISITING THE DISNEYLAND RESORT DISTRICT

- The primary reason for visiting the Disneyland Resort District...
 - Overnight vacation/holiday 93%
 - Convention/meeting 3%
 - On a day-trip 1%
 - Other 2%

LENGTH OF STAY

- The average length of stay in The Anaheim Resort/ Orange County area was...
 - Visitors from California 4.0 days
 - Other U.S. visitors 4.2 days
 - International visitors 6.4 days

USAGE OF THE ANAHEIM TRANSPORTATION NETWORK

- 35% of the ridership have utilized the Anaheim Transportation Network previously...an average of 6.9 times

TYPE OF ART PASS USED

- 1-day 39%
- 3-day 32%
- 5-day 23%
- one-way cash fare 3%
- 15-day 2%
- 30-day .5%

AWARENESS OF SERVICE TO BUENA PARK

- 36% of respondents were aware that ART provides service to Buena Park

AWARENESS OF SERVICE TO SANTA ANA

- 22% of respondents were aware that ART provides service to Santa Ana

ETHNICITY

- Of those riders who responded:
 - African American 4%
 - American Indian 1%
 - Asian 4%
 - Caucasian 78%
 - Hispanic 7%
 - Other 6%

ESTIMATED ANNUAL HOUSEHOLD INCOME

- Of those riders who responded:
 - under \$24,999 3%
 - \$25,000 - \$34,000 9%
 - \$35,000 - \$49,999 3%
 - \$50,000 - \$74,999 13%
 - \$75,000 - \$99,999 16%
 - \$100,000 - \$124,000 22%
 - \$125,000 - \$149,999 13%
 - \$150,000 or more 23%



DESCRIPTION OF SERVICE

ATN currently operates 21 bus routes in the following areas:

Anaheim Resort District
Disneyland Resort District
Platinum Triangle (Angel Stadium, Honda Center, National Grove of Anaheim)
Downtown Anaheim
Buena Park Attractions
Outlets of Orange
Christ's Cathedral
MainPlace Mall

SERVICE CHARACTERISTICS

| | |
|------------------------------------|-----------------------|
| Days of Service: | 365 days/year |
| Approximate hours: | 7 a.m. to 12 midnight |
| Peak Buses: | 49 |
| Fixed Route Annual Miles Operated* | 3,547,140 |
| Fixed Route Annual Hours Operated* | 242,812 |
| Annual Ridership | 8.2 million |

ANNUAL SYSTEM TOTALS (ACTUALS)

| | 2012 Ridership | 2013 Ridership |
|--------------------------|------------------|------------------|
| ART Core Routes | 2,560,174 | 2,965,409 |
| ART Route 20 – Toy Story | 5,262,924 | 5,842,783 |
| TOTAL | 7,823,098 | 8,808,192 |

SYSTEM RIDERSHIP BY ROUTE – ROUTES 1 – 19

| | 2012 | 2013 |
|----------|---------|---------|
| Route 1 | 163,600 | 209,410 |
| Route 2 | 144,129 | 294,186 |
| Route 3 | 217,788 | 234,089 |
| Route 4 | 331,769 | 274,239 |
| Route 5 | 124,758 | 197,275 |
| Route 6 | 180,680 | 208,911 |
| Route 7 | 238,472 | 244,711 |
| Route 8 | 242,534 | 258,273 |
| Route 9 | 198,547 | 199,856 |
| Route 10 | 128,949 | 128,521 |
| Route 11 | 111,099 | 114,218 |
| Route 12 | 206,927 | 228,029 |
| Route 14 | 87,705 | 102,285 |
| Route 15 | 57,532 | 68,736 |
| Route 16 | 60,409 | 120,241 |
| Route 18 | 36,185 | 45,985 |
| Route 19 | 29,091 | 36,444 |

