



1280 South Anaheim Blvd., Anaheim, CA 92805 714-563-5287 714-563-5289—fax

www.RideArt.org

1.0 Introduction

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

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

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

2.0 Purpose of this RFP

The Anaheim Transportation Network (ATN) is soliciting firm cost proposals for bus wrap services for the period commencing February 2012 through January 2013. The purpose of the Request for Proposals is to develop a Master Agreement for the period of February 2012 through January 2013, along with the Anaheim Transportation Network's (ATN) standard terms and conditions and firm price structure with a supplier to provide the goods and/or services. The ATN reserves the right to exercise an one year agreement extension option. The decision on exercise the option shall be based solely on the selected contractor's ability to contain costs at the 2012 levels, plus CIP Index for the applicable year.

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

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

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

The Contractor may make an on-site visit to inspect styles of buses operated by the Anaheim Resort Transit fleet. Visits shall be scheduled the week of January 19th, 2012. The proposer shall contact the ATN for an appointment time between the hours of 8:30 a.m. and 3 p.m.

Proposals are due to the ATN **by 4 pm on January 27, 2012**, and must be submitted to:

Anaheim Transportation Network
Attn. Bus Wrap RFP
1280 South Anaheim Blvd.
Anaheim, CA 92805

3.0 Anaheim Resort Transit Fleet

The existing Anaheim Resort Transit (ART) fleet is comprised of 57 buses. Templates for each bus type in the ART fleet mix are provided as attachments 1-- 4:

1. Eight (8) Kodiak 32-foot El Dorado buses – Attachment 1
2. Nine (9) Starcraft 32-foot El Dorado buses – Attachment 2
3. Thirty five (35) 40-foot NABI buses – Attachment 3
4. Five (5) 22-foot electric buses – Attachment 4

4.0 Quality of Work

a. New Materials

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

b. Commercial Standards

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

5.0 Work To Be Performed by the Contractor

The Contractor shall perform the following work:

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

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

6.0 Work To Be Performed by the ATN

ATN shall coordinate:

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

7.0 Preparing and Packaging Your Proposal:

Proposals should provide straightforward, concise information that satisfies the requirements noted in this RFP. Expensive binding, color displays, and the like are discouraged. Emphasis should be placed on brevity, conformity to the ATN's instructions, selection criteria of this RFP, and completeness and clarity of content. Proposals shall not exceed five (5) pages, not including the front page, cover letter and applicable attachments.

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

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

1. Cover Letter:

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

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

2. Previous Experience:

Provide a concise description of the related previous experience of the firm and key personnel to be assigned to the project.

3. Cost Proposal Submission:

- a. In a separate package, each Proposer should submit a proposed Cost Proposal – Attachment 5.
- b. Cost Proposal shall clearly and accurately demonstrate all applicable costs as depicted in Attachment 6.
- c. Cost Proposal should be submitted in a sealed envelope clearly marked “Cost Proposal” – (firm name).

8.0 Submitting Your Proposal

In order to be considered, the ATN requires that the RFP be provided in the written form, not later than 4 p.m. on January 27, 2012.

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

9.0 Selection Process

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

9.1 Proposal Evaluation Process

The evaluation team will determine responsiveness of the proposal to the ATN’s expressed needs. The evaluation team will not be privy to the contents of the Price Proposals during this part of the evaluation process. The Proposals received will be analyzed and scored by members of an evaluation team which will be comprised of ATN staff. Each member of the evaluation team will assign a point score according to the following grading schedule. Points assigned by the individual team members will then be averaged to determine a Total Quality Points score for each Proposer.

<u>Demonstrated Experience of the Firm:</u>	40 points
Experience of the firm in relation to the work to be performed, including demonstrated ability to meet service provision needs.	

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

Demonstrated Experience of the Firm: 40 points
Demonstrated previous experience and clear understanding of the purpose, service, scope, and objectives of this solicitation.

TOTAL POSSIBLE POINTS 100 points

10.0 Administrative Rules Governing this RFP Process

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

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

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

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

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

10.1 General

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive procedures as they relate to the procurement of

goods and services. A Contractor's proposal is an irrevocable offer for 90 days following the deadline for its submission.

2. In addition to explaining the administrative requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

10.2 Errors in the solicitation document

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

10.3 Questions regarding the solicitation document

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

10.4 Addenda

The ATN may modify the solicitation document prior to the date fixed for submission of proposals by faxing an addendum to the Contractors to whom the solicitation document was sent. If any Contractor determines that an addendum unnecessarily restricts its ability to submit a proposal, it must notify the ATN no later than one day following the receipt of the addendum.

10.5 Withdrawal and resubmission/modification of proposals

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

10.6 Evaluation process

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

10.7 Rejection of proposals

1. The ATN may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The ATN's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a Contractor from full compliance with solicitation document specifications. The ATN reserves the right to accept or reject

any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Contractors if it is deemed in the ATN's best interest. Moreover, the ATN reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.

10.8 Award of contract

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

10.9 Decision

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

10.10 Execution of contracts

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

10.11 Protest procedure

1. General

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

2. Prior to Submission of Proposal

An interested party that is an actual or prospective Proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or

should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time. Failure to do so may be grounds for denying the protest.

3. After Award

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

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

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

4. Form of Protest

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

- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The ATN, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence

available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the ATN will not consider such new grounds or new evidence.

5. Determination of Protest Submitted Prior to Submission of Proposal

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

6. Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the ATN will investigate the protest and will provide a written response to the Contractor within a reasonable time. If the ATN requires additional time to review the protest and is not able to provide a response within ten (10) business days, the ATN will notify the Contractor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The ATN, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

7. Appeals Process

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.

11. Disposition of materials

1. All materials submitted in response to this solicitation document will become the property of the ATN and will be returned only at the ATN's option and at the expense of the Contractor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a Contractor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the Contractor's proposal as it may be made available to the public.

12. Payment

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

THE END