

Request for Proposals



RFP No. 2010-BT-8

for

LEASE OF BUS TIRES

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

RFP NO. 2010-BT-8 LEASE OF BUS TIRES

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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Office of the Secretary of the District, Golden Gate Bridge, Highway and Transportation District (District) either by U.S. Postal Service addressed to its mailing address, P.O. Box 9000, Presidio Station, San Francisco, CA 94129, or by courier or personal delivery to the Administration Building, Golden Gate Bridge Toll Plaza, San Francisco, CA, 94129-0601 on **Tuesday, February 2, 2010, by 2:00 p.m., Pacific Standard Time**, for the following:

REQUEST FOR PROPOSALS (RFP) NO. 2010-BT-8 **LEASE OF BUS TIRES**

The District seeks proposals for Leasing of Bus Tires and Tire Service. Proposals shall be submitted on the District's "Proposal Form" and enclosed in a sealed envelope marked "**RFP NO. 2010-BT-8, LEASE OF BUS TIRES**," and plainly endorsed with Proposer's name and address.

A Pre-Proposal Conference will be held in the Conference Room at the Golden Gate Transit Administration Offices, Bus Division Administration Building, 1011 Andersen Drive, San Rafael, CA on **Tuesday, January 5, 2010, at 1:00 p.m., Pacific Standard Time**. Attendance at the Pre-Proposal Conference is not mandatory but is strongly recommended.

Proposals must be accompanied by a proposer's security either in the form of a certified or cashier's check, irrevocable standby letter of credit or Proposer's Bond, as described in the RFP documents, which shall be applied to damages sustained by the District in the event that the successful proposer fails or refuses to enter into a contract awarded to it by the District.

The District hereby notifies all Proposers that it is the policy of the District to ensure nondiscrimination on the basis of race, color, national origin or sex in the award and administration of contracts. Proposers are strongly encouraged to obtain Disadvantaged Business Enterprise (DBE) participation on this project, although there is no contract-specific DBE goal. For DBE assistance, please contact Gail Jackson, DBE Program Administrator, at (415) 257-4581.

Requests for modifications or clarifications of any requirement must be submitted in writing on **Tuesday, January 12, 2010, by 4:30 p.m., Pacific Standard Time**.

Proposals will be examined and reported to the District Board of Directors within ninety (90) days after the proposals have been opened. The District reserves the right to reject any and all proposals, or to waive any irregularities or informalities in any proposal or in the proposal procedure, or to postpone the proposal opening for good cause. No Proposer may withdraw its proposal for a period of ninety (90) days after the date of opening of the proposals. Each Proposer will be notified of award of contract, if award is made.

The RFP Documents are available for download on the District's web site. To download the documents, open the District's web site home page at <http://www.goldengate.org>, click on Contract Opportunities, scroll down to Bus Division and look for 2010-BT-8. For those who wish to download the RFP Documents from the District's web site, your name will not appear on the District's "List of Potential Proposers" unless you notify the Office of the Secretary of the District. The District requests that all potential Proposers who download the documents, complete the "List of Potential Proposers" form in Word format, posted with the RFP Documents, and return the form to the Office of the Secretary of the District. Ultimately, it is the responsibility of the Proposer to check the District's web site for any Addenda that may be issued relative to this RFP.

To inspect and obtain the RFP Documents or for any additional information, please contact the Office of the Secretary of the District, Golden Gate Bridge Toll Plaza, San Francisco, CA, by telephone at (415) 923-2223, by facsimile at (415) 923-2013 or by e-mail at districtsecretary@goldengate.org.



Janet S. Tarantino
Secretary of the District

Dated at San Francisco, this 22nd day of December, 2009.

GENERAL CONDITIONS AND INSTRUCTIONS FOR PROPOSERS

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

RFP NO. 2010-BT-8 LEASE OF BUS TIRES

GENERAL CONDITIONS AND INSTRUCTIONS FOR PROPOSERS

These General Conditions and Instructions apply to all bids, except insofar as they may be modified by the Special Provisions, Technical Specifications, or Proposal Forms. In the event of any discrepancies or inconsistencies between the Special Provisions, Technical Specifications, or Proposal Forms and the General Conditions, the former shall govern over the latter.

1. **Definition of Terms.** Whenever in the Proposal or Contract Documents the following terms or pronouns in place of them, or abbreviations are used the intent and meaning shall be interpreted as follows:

"District" means GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT.

"Board," "Director," "Directors," or "Board of Directors" means Golden Gate Bridge, Highway and Transportation District Board of Directors or members thereof.

"Secretary" means the Secretary of Golden Gate Bridge, Highway and Transportation District.

"General Manager" means General Manager of Golden Gate Bridge, Highway and Transportation District.

"Contractor" means the successful Proposer to whom a contract is awarded.

"Written Order" means a written order signed by the President and Secretary of the District, or properly authorized representative or agent, mailed to the Contractor at the address designated in its Proposal, or to such other address as he may designate in writing as his official place of business.

"Proposal Documents" or "Contract Documents" mean the Notice Inviting Sealed Proposal, General Conditions and Instructions for Proposers, Special Provisions, Technical Specifications Proposal Forms and Addenda, if any.

"Proposer" or "Proposal" means Bidder or Bid, respectively.

2. **Explanations and Clarifications**

- A. **Request for Interpretation or Correction.** Prospective proposers must examine the Contract Documents carefully. It shall be the duty of every person contemplating submitting a Proposal for the proposed contract, to contact the Secretary of the District and request in writing, before proposing, an interpretation or correction of

every discrepancy, ambiguity, error or omission in any of the Contract Documents which should have been discovered by a reasonably prudent Proposer.

Any interpretation, change or correction of said Contract Documents will be made by addenda only, duly issued by the District. Copies of such addenda will be mailed or delivered to each firm receiving a set of said specifications. Upon such mailing or delivery, such addendum will become a part of the Contract Documents, and binding on all proposers whether or not actual notices of such addenda are shown.

- B. Interpretations or Corrections Binding. Only the written interpretation or correction so given by the District shall be binding. Any oral modifications of the Contract Documents are void and ineffective.
3. Form of Proposal and Signature. The Proposal shall be made on the form provided and shall be enclosed in a sealed envelope marked and addressed as required. If the Proposal is made by a sole owner, it shall be signed with his full name and his address shall be given; if it is made by a partnership, it shall be signed with the partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given; and if it is made by a corporation it shall be signed by **two** officers of the corporation, consisting of (1) the chairman of the board, president, or vice president, and (2) the secretary, assistant secretary, chief financial officer, assistant financial officer, or by a person authorized by the corporation to execute written contracts on its behalf. If the Proposal made by a corporation is signed by a person other than an officer, or by only one officer, there must be attached to the Proposal a certified copy of a resolution of the corporation authorizing such officer or person to sign proposals on behalf of the corporation. If it is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization so to do. Proposals submitted in any other form will be considered non-responsive and may be rejected.
4. Proposal Form. Blank spaces in the Proposal shall be properly filled. The phraseology of the Proposal must not be changed and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineation must be explained or noted in the Proposal over the signature of the Proposer. If the unit price and the total amount named by a Proposer for any item do not agree, the unit price alone will be considered as representing the Proposer's intention. Any mathematical errors apparent on the face of the Proposal shall be corrected and the mathematically correct total shall be used to determine the lowest Proposer.
5. Unauthorized Conditions. Unauthorized conditions, limitations or provisions attached to a Proposal will render it informal and may cause its rejection. No telegraphic proposals or modifications will be considered.
6. Submission of Proposal. Prior to the hour specified in the Notice Inviting Sealed Proposals, all proposals shall be delivered to the Secretary of the District at the address shown in the Notice. All proposals shall be in a sealed envelope properly endorsed as to the item being Proposal and the Proposer's name and address. No proposals received after said time or at any place other than the time and place as stated in the notice will be considered.

7. **Withdrawal of Proposal.** Any Proposal may be withdrawn at any time prior to the time fixed in the public notice for the opening of proposals only by written request for the withdrawal of the Proposal filed with the District. The request shall be executed by the Proposer or his duly authorized representative.

A telegraphic or telephonic request is not acceptable. The District will accept facsimile transmissions of properly executed requests that are received by the District prior to the time fixed in the public notice for the opening of proposals. The District will not be responsible for interruptions, delays, or any other unsuccessful facsimile transmission of Proposal withdrawals, whether or not caused by the District's facsimile equipment. The withdrawal of a Proposal does not prejudice the right of the Proposer to file a new Proposal. Whether or not proposals are opened exactly at the time fixed in the public notice opening proposals, a Proposal will not be received after that time, nor may any Proposal be withdrawn after the time fixed in the public notice for the opening of proposals.

8. **Canvass of Proposal.** At the hour specified in the notice, the Secretary will open, examine and publicly declare all proposals received. Proposers, their representatives, and others interested are invited to be present at the opening of proposals. Award will be made or proposals rejected by the District within the time specified in the Specifications or Proposal Forms or, if not specified, within a reasonable time after proposals have been opened. The District reserves the right to postpone the Proposal opening for its own convenience.

9. **Award of Contract.** The award of the contract, if awarded, will be made to the lowest responsible Proposer whose Proposal complies with the requirements prescribed and whose qualifications are satisfactory to the District. Such award, if made, will be made within sixty (60) days after the opening of the proposals. If the lowest responsible Proposer refuses or fails to execute the contract or file the required bonds, the District may award the contract to the second lowest responsible Proposer. The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the District and the proposers concerned. All proposers shall be notified of the award.

10. **Rejection of Proposals.** The District may reject any and all proposals, and must reject the Proposal of any party who has been delinquent or unfaithful in any former contract with the District. The District also reserves the right to waive any irregularities or informalities in any Proposal or in the proposing procedure. All proposers shall be notified of the award. All proposals must remain in effect at least sixty (60) days from the Proposal opening date.

11. **Taxes.** The supplies, materials or equipment called for under the Specifications will be used by the District in the performance of a governmental function and are exempt from taxation by the United States Government, and the District will, if requested, furnish a tax exemption certificate and any and all affidavits and documents that may be necessary to establish such exemption. California State sales or use taxes shall be included in the Proposal price for all proposers, but listed separately, regardless of location.

12. **Additional Taxes.** Any sales tax, use tax, imposts, revenues, excise, or other taxes which may hereafter be imposed by Congress, by the State of California or any political subdivision thereof, and applicable to the sale of the material delivered as a result of the Proposer's Proposal and which, by the terms of the tax law may be passed directly to the purchases, will be paid by the District.
13. **Delivery.** Unless otherwise stated in the contract documents, Proposer shall include delivery charges in the total price in its Proposal.
14. **Alternative Proposal.** Submission of alternative Proposal or proposals, except as specifically called for in the Specifications or Proposal Forms, will render it informal and may cause its rejection.
15. **Proposer's Security.** Each Proposer shall submit with its Proposal one of the following forms of Proposer's Security:
 - A. An unconditional Certified or Cashier's Check on a solvent bank, in an amount equal to at least five percent (5%) of the amount Proposal, payable to the order of Golden Gate Bridge, Highway and Transportation District; or
 - B. A Proposer's Bond, in an amount equal to at least five percent (5%) of the amount Proposal, using the form entitled "Proposer's Bond," provided with the Proposal documents, and properly executed and acknowledged by the Proposer and by an admitted corporate surety authorized and admitted to transact such business in the State of California and acceptable to the District.
 - C. An Irrevocable Standby Letter of Credit, which is available upon Proposer's demand when accompanied by a signed statement from an Officer of the Golden Gate Bridge, Highway and Transportation District, stating that the amount drafted is due to the Golden Gate Bridge, Highway and Transportation District because of failure to enter into a written contract awarded to it by the District, or to furnish the requisite bond(s) or insurance certificates within the time and in the manner required by the Contract Documents and Specifications. This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) of the International Chamber of Commerce Publication No. 500.

Any condition or limitation placed upon said check or any alteration of said form of bond, or Irrevocable Standby Letter of Credit or imperfection in the execution thereof, as herein required will render it informal and may, at the option of the District, result in the rejection of the Proposal under which such check, bond or Irrevocable Standby Letter of Credit is submitted. Said check, Proposer's Bond or Irrevocable Standby Letter of Credit shall be a guarantee that the Proposer(s), if awarded the contract, will execute the required contract and bonds within fifteen (15) calendar days after such contract has been awarded to it or such additional time as may be allowed by the District. If the Proposer(s) fails or refuses to execute the required contract and bonds within said time, the money and proceeds from the check, bond or letter of credit as the case may be, shall be applied towards payment of the damage to the District on account of the delay in the execution of the contract and bonds and

the performance of the work thereunder, and the necessity of accepting a higher or less desirable Proposal resulting from such failure or refusal to execute the contract and bonds as required. The amount of the check, bond or letter of credit as the case may be, shall not constitute a limitation upon the right of the District to recover for the full amount of such damage. The check, bond or letter of credit of the successful Proposer and the next two highest proposers will be returned after the execution of the contract with the successful Proposer and the approval of its bonds or letter of credit on behalf of the District, and the checks, bonds or letter of credit of the other proposers will be returned promptly after the proposals have been opened and reviewed by the District.

16. **Statement of Experience And Qualifications.** Upon request, the Proposer may be required to prove to the District's satisfaction that it has the skill and experience and that it has the necessary facilities and ample financial resources to perform the contract in a satisfactory manner and within the required time.
17. **Waiver.** The Proposer shall represent and warrant that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material or equipment called for in the Specifications; that Proposer has checked its Proposal for errors and omissions; that the prices stated in its Proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials or equipment required by the Contract Documents.

The Proposer waives any claim for the return of its Proposal deposit if, on account of errors or omissions claimed to have been made by it in its Proposal, or for any other reason, it should refuse or fail to execute the contract.
18. **Non-Collusion Certification.** By submitting a Proposal, the Proposer represents and warrants that such Proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer.
19. **Penalty for Collusion.** If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any Proposal or proposals, colluded with any other party or parties, then the contract so awarded shall be null and void and the Contractor and its bondsmen shall be liable to the District for all loss or damage which the District may suffer thereby and the District may advertise for a new contract for said labor, supplies, materials or equipment.
20. **Interest of District Personnel.** By submitting a Proposal, the Proposer represents and warrants that neither the General Manager, nor any Director, officer or employee of the District is in any manner interested directly or indirectly in the Proposal or in the contract which may be made under it, or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title 1 (commencing with Sec. 1090) of the Government Code of the State of California.

21. **Representation Before the District.** No person previously in the position of Director, Officer, employee or agent of the District may act as an agent or attorney for, or otherwise represent, Contractor by making any formal or informal appearance, or any oral or written communication, before the district, or any Officer or employee of the District, for a period of 12 months after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.
22. **Time for Execution of Contract and Filing Bond.** The Proposer to whom award is made shall execute a written contract with the District on the form of contract of the District and furnish a good and approved bond as herein required within fifteen (15) calendar days after receiving the forms of contract and bond for execution.
- If the Proposer to whom award is made fails to enter into the contract as herein provided and furnish the said bond, the award will be annulled and an award may, in the discretion of the District, be made to the Proposer whose Proposal is next most acceptable; and such Proposer shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
23. **Documents Deemed Part of the Contract.** The Notice Inviting Sealed Proposals, General Conditions and Instructions for Proposers, Special Provisions, Proposal Form, Technical Specifications and Addenda, if any, and the Agreement will be deemed a part of the contract.
24. **Governing Law; Compliance with Laws.** The Contract hereunder shall be governed by the laws of the State of California. The Contractor must comply with all local, state and federal laws, rules and regulations applicable to this Contract and to the work to be done hereunder, including, all rules and regulations of the District.
25. **Rights and Remedies of the District.** The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
26. **Manner of Execution of Contract.** If the Contractor is an individual, the contract shall be executed by the Contractor personally. If the Contractor is a co-partnership, it is desirable that the contract be executed by all of the partners, but it may be executed by one of them. If the Contractor is a corporation, it must be executed by two officers of the corporation consisting of (1) the Chairman of the Board, President or Vice President; and (2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the contract, or if it is executed by a person other than an officer, or by only one officer there must be attached to the contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Contractor is a joint venture, the contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization so to do.

27. **Faithful Performance Bond.** Upon execution of the contract, the Contractor shall furnish a bond to guarantee the faithful performance of the contract. The amount of the bond shall be stated in the Special Provisions. The bond shall be with a corporate surety, or with two or more sufficient sureties to be approved by the District. As an alternative to furnishing a bond, Contractor may guarantee faithful performance of the contract by depositing with the District a certified check or cashier's check from a solvent bank for the prescribed amount.
28. **Effect of Extensions of Time.** Granting, or acceptance, of extensions of time to complete the work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release to Contractor or the surety on Contractor's faithful performance bond from said guarantee.
29. **Changes by the Contractor.** If the Contractor, on account of conditions developing during the performance of the contract, finds it impracticable to comply with these Specifications and applies in writing for a modification of requirements, such change may be authorized only in writing by the General Manager, if not detrimental to the District.
30. **Changes by the District.** In case any work, materials or equipment shall be required which are not mentioned, specified or indicated or otherwise provided for herein, the Contractor shall, if ordered in writing by the General Manager, do and perform such work and furnish such materials or equipment at the Contractor's catalogue prices, less discounts ordinarily allowed to users of such materials or equipment or at regular labor charges less customary discounts, or both. The Contractor's Proposal to perform any changes requested by the District shall include the cost of the material, engineering time, labor for installation if required and a reasonable markup, if any.

In case any work, materials or equipment which are mentioned, specified or indicated or otherwise provided for in the contract or in the Specifications forming a part of the contract shall be required to be omitted from, in or about the work, the Contractor shall, if ordered by the General Manager, omit the performance of such work and the furnishing of such materials or equipment and there shall be deducted from the amount to be paid to the Contractor the amount which the General Manager and the Contractor shall determine and mutually agree to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the Contractor.

It is understood, however, that the amount of work, materials or equipment required by the contract shall not, in accordance with the above provisions referring to additions or omissions, be so increased or diminished as substantially to alter the general character or extent of the contract.

31. **Contractor's Liability.** The Contractor shall indemnify, keep and save harmless the District, its agents, officials, and employees, against all suits or claims that may be based on any injury or death to persons or property and that may occur, or that may be alleged to have occurred, by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or his employees; and the Contractor shall, at its own expense, defend any and all such action, and shall at its own expense pay all charges of attorneys and all costs and other expense arising therefrom or incurred in

connection therewith; and if any judgment shall be rendered against the District in any such action, the Contractor shall at its own expense satisfy and discharge the same.

32. **Approval by the General Manager.** The work shall be executed under the direction and supervision of the General Manager and her properly authorized agents, on whose inspection of all work shall be accepted or condemned. The General Manager shall have full power to reject or condemn any materials furnished or work performed under the contract which do not conform to the terms and conditions set forth in the contract documents.

33. **Defective or Damaged Work.** Any materials or equipment found to be damaged or defective at the time of delivery shall be repaired, replaced or corrected by the Contractor hereunder without additional cost to the District.

If the Contractor fails to comply promptly with any order of the General Manager to repair, replace or correct damaged or defective work, then the General Manager shall, upon written notice to the Contractor, have the authority to deduct the cost thereof from any compensation due or to become due to the Contractor. Nothing in this section shall limit or restrict the provisions of the warranty of fitness as set forth in these General Conditions and Instruction for Proposers.

34. **Damages.** All loss or damage arising from any unforeseen obstruction or difficulties, whether natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the supplies, materials or equipment, or from any action of the elements prior to the final acceptance of the work or of the supplies, materials or equipment, or from any act or omission not authorized by these Specifications on the part of the Contractor or any agent or person employed by it shall be sustained by the Contractor.

35. **Failure to Complete Contract-Effect.** In case of failure on the part of the Contractor to complete its contract within the specified time or within authorized extensions thereof, the contract may be terminated and the District shall in such event not thereafter pay or allow to the Contractor any further compensation for any labor, supplies or materials furnished by it under said contract; and the District may proceed to complete such contract either by reletting or otherwise, and the Contractor and its bondsmen shall be liable to the District for all loss or damage which it may suffer on account of the Contractor's failure to complete its contract.

36. **Payments.** Unless otherwise stated in the Special Provisions, one hundred percent (100%) of the contract price for each unit or units of materials or equipment furnished and delivered under these Specifications will be paid to the Contractor within thirty (30) days after delivery to and acceptance by the District of the said units ordered as herein provided and after the statements covering the said unit or units have been presented to the District by the Contractor.

37. **Liquidated Damages.** It is agreed by the parties to the contract that time is of the essence, and in event of delay in completion of the work or the delivery of the supplies, materials or equipment beyond the date set forth in the contract documents, or beyond authorized extensions thereof, damage will be sustained by the District and that it is or will be

impracticable to determine the actual amount of the damage by reason of such delay, and it is, therefore, agreed that the District shall be paid an amount as set forth in the Special Provisions as liquidated damages. If no amount is set forth, Contractor shall be liable for actual damages for each and every calendar day that the time consumed in said completion extends beyond the date herein specified in that the District will suffer by reason of said delay or default. If the delay in delivery is caused by strikes, government controls or other causes beyond the control of the Contractor, an extension of time without liquidated damages liability shall be granted by the District upon a proper showing and finding by the District that the extension is justified.

38. **Infringement of Patents.** The Contractor agrees that it will, at its own expense, defend all suits or proceedings instituted against the District and pay any award of damages assessed against the District in such suits or proceedings, insofar as the same are based on any claim that the materials or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent of the United States provided the District gives to the Contractor prompt notice in writing of the institution of the suit or proceeding and permits the Contractor through its counsel to defend the same and gives the Contractor all needed information, assistance and authority to enable the Contractor so to do.
39. **Assignment.** The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent in writing of the General Manager endorsed thereon or attached thereto.
40. **Warranty of Title.** Contractor shall warrant to the District, its successors and assigns, that the title to the material, supplies or equipment covered by the contract, when delivered to the District or to its successors or assigns, is free from all liens and encumbrances.
41. **Warranty of Fitness.** Contractor hereby warrants that all materials furnished shall meet the requirements and conditions of the Contract Documents; shall be fit for the purposes intended and fulfill its design functions; be free of all patent and latent defects in design, materials and workmanship and perform satisfactorily.

It is understood and agreed that by acceptance of this warranty and the acceptance of materials or supplies to be manufactured or assembled pursuant to these Specifications, District does not waive any warranty, either expressed or implied in Sections 2312 to 2317, inclusive, of the Commercial Code of the State of California or any products liability of the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

42. **Or Approved Equal Clause.** In order to establish a basis of quality, certain materials, processes and type of machinery and equipment, or kinds of materials may be specified on the plans or herein, either by description of process or by designating a manufacturer by name or by referring to a brand of product designation, or by specifying a kind of material. It is not the intent of these Specifications to exclude other processes, equipment or materials of equal Value, Utility or Merit, which are approved by the District.
43. **Antitrust Claims.** The Contractor's attention is directed to California Government Code

Section 4552, which shall be applicable to the Contractor and its subcontractors:

“In submitting a Proposal to a public purchasing body, the Proposer offers and agrees that if the Proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the Proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.”

44. **Environmental and Safety and Health Standards Compliance.** Contractor shall comply with applicable environmental statutes, regulations and guidelines in performing the work under this contract. The Contractor shall also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the work under this contract.
45. **Equal Employment Opportunity.** In connection with the performance of this contract, the Contractor shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, national origin, ancestry, age, marital status, pregnancy, medical condition, disability, or sexual orientation as provided for in Federal, State and local laws in consideration of an award.

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to the above factors. 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; other forms of compensation; and selection for training, including apprenticeship.

46. **Diversity Program for Contracts.** The District, recipient of federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), is committed to and has adopted a Diversity Program for Contracts in accordance with federal regulations 49 CFR Part 26, issued by the U. S. Department of Transportation (U.S. DOT).

It is the policy of the District to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to the District's construction, procurement and professional services activities. To this end, the District has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Contractor will cooperate with the District in meeting these commitments and objectives. The District reserves the right to require the Contractor to provide additional DBE information.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with the District, the Contractor hereby makes the following assurance and agrees to include this assurance in any agreements it makes with Subcontractors in the performance of this contract:

“The Contractor shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. part 21. The Contractor shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the District deems appropriate.”

By submitting a Proposal, a Proposer is deemed to have made the foregoing assurance and to be bound by its terms.

For DBE assistance, please contact Gail Jackson, DBE Program Administrator, at (415) 257-4581.

47. **Proposal Protest Procedures.** The District maintains written procedures that must be followed for all Proposal protests. Protests based upon restrictive specifications or alleged improprieties in the proposing procedure shall be filed in writing with the Secretary of the District at least five (5) calendar days prior to Proposal opening. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon the District staff’s recommendation for award of the contract shall be submitted in writing to the District Secretary within forty-eight (48) hours of receipt of notice from the District advising of staff’s recommendation to award the contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Copies of the complete Proposal protest procedure are available at the Office of the District Secretary, Administration Building, Golden Gate Bridge Toll Plaza, San Francisco, California.

FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN THE DISTRICT'S WRITTEN PROPOSAL PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.
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SPECIAL PROVISIONS

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

RFP NO. 2010-BT-8 LEASE OF BUS TIRES

SPECIAL PROVISIONS

Coordination of General Conditions and Instructions for Proposers, Special Provisions, and Technical Specifications. The General Conditions, Special Provisions, and Technical Specifications are intended to be complementary and to describe and provide for a complete work. In the event that there are inconsistencies or discrepancies between provisions contained in these components of the Contract Documents, the Special Provisions, and Technical Specifications shall govern over the General Conditions and Instructions for Proposers.

SECTION 1. PROPOSAL REQUIREMENTS AND CONDITIONS

- 1.1 Proposals Invited.** The Golden Gate Bridge, Highway and Transportation District (District) invites Proposals for the Lease of Bus Tires for a period of five (5) years commencing on the 1st day of March, 2010, and ending on the 28th day of February, 2015, unless terminated sooner pursuant to Special Provision 5.4.
- 1.2 Schedule of Activities.** Listed below is the “Schedule of Activities” which outlines pertinent dates of which Proposers should make themselves aware:

DATE	ACTIVITY
Tuesday, January 5, 2010	Pre-Proposal Conference 1011 Andersen Drive, San Rafael Bus Administration Conference Room
Tuesday, January 12, 2010 @ 4:30 p.m.	Written requests for clarifications, corrections, or modifications of any requirements set forth in the RFP Documents are due.
Tuesday, January 19, 2010	District will respond to requests for clarifications, corrections, or modifications (Postmarked).
Tuesday, February 2, 2010, @ 2:00 p.m.	Final Date for submittal of Proposal. Golden Gate Bridge, Highway and Transportation District Administration Building Golden Gate Bridge Toll Plaza San Francisco, CA 94129-0601

- 1.3 Proposal Form.** Proposers are requested to submit one original, ten (10) hard copies, and two (2) CDs, each containing an electronic PDF copy, of the Proposal to the District. In case of any discrepancies, the original will be considered by the District in evaluating the

Proposal, and the electronic version is provided for the District's administrative convenience only. Proposals should be submitted in a sealed envelope marked, "**RFP NO. 2010-BT-8, LEASE OF BUS TIRES,**" and plainly endorsed with Proposer's name and address. Proposals shall be sent or delivered to the following address:

Mail To:

Golden Gate Bridge, Highway and Transportation District
P.O. Box 9000, Presidio Station
San Francisco, CA 94129-0601
Attention: Janet S. Tarantino, Secretary of the District

Hand Deliver To:

Golden Gate Bridge, Highway and Transportation District
Administration Building
Golden Gate Bridge Toll Plaza
San Francisco, CA
Attention: Janet S. Tarantino, Secretary of the District

Proposals must be received no later than **Tuesday, February 2, 2010, by 2:00 p.m., Pacific Standard Time**. Proposals received after the time and date specified will not be considered.

The District is not responsible for deliveries delayed for any reason. The time received in the Office of the Secretary of the District shall determine the official time received. Submission of a Proposal shall constitute a firm offer to the District for ninety (90) calendar days from the submission deadline for Proposals.

Should firms interested in submitting a Proposal have questions regarding the required services, the contents of the Proposal, the selection procedures, or any other requirements, these questions should be directed to Janet S. Tarantino, Secretary of the District, at (415) 923-2223.

Each Proposal Form must be signed by one or more individuals with authority to bind the Contractor to the Proposal. Please see General Condition 3 and the Proposal Form. All Proposals without the appropriate signature(s) may be deemed non-responsive and may result in the rejection of the Proposal.

The determination of the award shall be made in accordance with Special Provision 2.1, Evaluation of Proposals and Award of Contract. Proposers shall submit Tire Rates, Monthly Service Rates, Unused/Damaged Tire Costs, and Wheel Refurbishment Rates for the performance of all work required under the Contract as detailed in the Technical Specifications. The tire miles provided are merely estimates for Proposal comparison purposes. The District does not guarantee the miles that will be driven. The Proposal Price should include all costs, except for sales or use taxes, which will be reimbursed as a separate component on monthly invoices. Additional charges on monthly invoices, such as delivery, storage, drayage, express or parcel post, packing, cartage, insurance, license fees, permits, or cost of bonds, will not be reimbursed as they are deemed to be included in the Proposal Price.

This provision supersedes and overrides Section 11 of the General Conditions; State Sales Tax is not to be included in Bid prices. Applicable sales or use taxes shall be added to monthly invoices.

The Contractor shall pay all freight charges on tires delivered to and picked up from District property and vehicles.

- (a) **Tire Rate.** The tire rate per tire mile shall cover all costs of furnishing tires (delivery, running, and removal) for the District's bus fleet in accordance with the terms of these specifications.
- (b) **Monthly Service Rate.** The monthly service rate shall cover all costs of servicing the tires for the District in accordance with the requirements of these specifications.
- (c) **Unused/Damaged Tire Cost.** The Unused/Damaged Tire Cost shall cover the cost of damaged and unusable tires in accordance with the requirements of these specifications.
- (d) **Wheel Refurbishment Rate.** The Wheel Refurbishment Rate shall cover all costs for refurbishing and delivering the wheels in accordance with the requirements of these specifications.

1.4 Pre-Proposal Conference. There shall be a Pre-Proposal Conference prior to the Proposal submission deadline. Prospective proposers will be given the opportunity to tour and inspect the tire shop. District staff will be available to answer general questions pertaining to the Request for Proposals (RFP) and the specifications. Any questions that may require staff research to answer or that will otherwise modify the meaning or intent of this RFP shall be submitted to the District in writing as described in Special Provision 1.9 below. The Pre-Proposal Conference will be held on **Tuesday, January 5, 2010, at 1:00 p.m., Pacific Standard Time, at the Golden Gate Transit Bus Administration Conference Room, 1011 Andersen Drive, San Rafael, CA.** Attendance at the Pre-Proposal Conference is not mandatory but is strongly recommended.

1.5 Proposer's Certification of Compliance. All Proposers are hereby advised to familiarize themselves with the nature of the service environment in which the District operates as described in Section 1 of the Technical Specifications. By submitting a Proposal, the Proposer certifies and guarantees that the design and construction of the radial tires offered are suitable for the use intended. A form for that purpose is provided in the Proposal Form section.

1.6 Proposer's Security. As required by Section 15 of the General Conditions, the Proposer's Security to be submitted with the Proposal shall be in an amount equal to at least five percent (5%) of the proposed Total Contract Price, as set forth on the Proposal Form. Proposer's Security shall be in the form of a cashier's check; a certified check; a Proposer's Bond using the bond form included in these Contract Documents; or an Irrevocable Standby Letter of Credit using the form included in these Contract Documents.

1.7 Qualifications of Proposers. Proposer must be a person or firm that is either the manufacturer of the type of Bus Tire it proposes to furnish or the authorized agent of such manufacturer. Bus tires will be acceptable only if they are manufactured by a person, firm, or corporation that has the necessary capabilities, personnel, and experience to successfully perform this Contract as follows:

A. Eligibility Requirements. Proposers shall be required to demonstrate their qualifications by producing for the District the following information. FAILURE TO DO SO MAY RESULT IN REJECTION OF PROPOSAL.

Each Proposer must submit with the Proposal, the attached Proposer's Statement of Qualifications and Business References including at least five (5) work references for whom the Proposer is currently performing Tire Services, or for whom the Proposer has successfully performed such services within the last twelve (12) months. At least two (2) of the references shall be entities for whom the Proposer has performed Tire Services for a period of at least three (3) years. Proposers must also supply proof of having performed Tire Services for a project of equal size and complexity to the District project being proposed within the U.S.A. All work references must have knowledge of the Proposer's work skills, abilities, and performance. All references may be contacted by the District. In addition, Proposers must:

- 1) Have adequate experience in the manufacture and advertised sale of bus tires of the type specified.
- 2) Have in operation a factory or manufacturing plant adequate for and devoted to the manufacture of bus tires as required.
- 3) Have adequate engineering and service personnel and facilities available to satisfy and problem which may arise.
- 4) Have qualified and experienced tire service personnel and supervision available to properly service, repair and maintain bus tires.

A site visit may be conducted by District personnel of places that the Proposer has performed Tire Services. The District will request permission from an authorized representative at the recommended site before visiting.

B. Qualifications of Workers. Whenever workers are on site, there shall be at least one (1) worker who possesses an ability to speak and understand the English language as well as the ability to communicate with, and relay information and instructions to, all other workers on site.

C. No Subcontracting. Pursuant to Special Provision 2.3, the successful Proposer may not subcontract out any part of this Contract.

1.8 Documents to Accompany Proposal. The Proposal shall be accompanied by the following:

- (1) The Proposer's Bond, Irrevocable Standby Letter of Credit, or certified or cashier's check required by Section 15 of the General Conditions and Section 1.6 of the Special Provisions in an amount equal to at least five percent (5%) of the proposed Total Contract Price
- (2) Proposer's Statement of Qualifications and Business References as required in Special Provision 1.7.A above
- (3) Proposer's Certification of Compliance
- (4) Certificate of Insurance, pursuant to Special Provisions 4.1
- (5) Copy of DBE Certification, if applicable
- (6) Acknowledgment of Addenda, if any

1.9 Explanations, Clarifications and Request for Modifications. The Proposer shall request by **Tuesday, January 12, 2010, by 4:30 p.m., Pacific Standard Time** from the Secretary of the District, in writing, any explanation of the plans or specifications as outlined in General Condition 2, "Explanations and Clarifications." If any Proposer desires any modification or exception to the Proposal documents, such requests must be received by the Secretary of the District in writing on **Tuesday, January 12, 2010, by 4:30 p.m., Pacific Standard Time**. By submitting a Proposal, the Proposer is deemed to have accepted all conditions and requirements set forth in these specifications. The District reserves the right to reject any Proposal that contains unauthorized conditions or exceptions. The District shall make a determination on each Proposer's request under this procedure in writing. The written determination shall be mailed or otherwise furnished to the Proposer so as to be postmarked by **Tuesday, January 19, 2010**. Failure of the District to respond within the time limit shall be deemed to be a denial of request. In the event that a request for a modification is granted, an addendum detailing the modification will be mailed or otherwise furnished to all potential Proposers who received Proposal packets.

1.10 Single Proposal Response. In the event the District receives only one (1) Proposal, the District reserves the right to request the Proposer to submit cost and pricing data to verify that the Proposal price(s) is fair and reasonable. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost of the service and the prices quoted and shall include the computations and projections used by the Proposer.

Failure to submit data as requested by the District within ten (10) calendar days of receipt of written notification to the sole Proposer shall result in the Proposer being declared non-responsive.

1.11 Inapplicable Paragraphs. Sections 8, 13, 33, 36, and 40 of the General Conditions are inapplicable to this Contract. In case of conflict between other sections of the General

Conditions and the provisions of these Special Provisions and the Technical Specifications, the latter shall govern.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

- 2.1 Evaluation of Proposals and Award of Contract.** The award of Contract, if any, will be made within ninety (90) calendar days after the Proposal opening. Each Proposal, as submitted, shall remain in effect for ninety (90) calendar days after the date the Proposals are opened. No Proposer may withdraw its Proposal during this time period. Award shall not be based solely on a comparison of Proposal prices, but shall take into consideration the completeness and responsiveness of the Proposal, the relative experience of the firm, the organizational capabilities and qualifications, and references of the firm, as more fully described below.

A selection committee comprised of District staff shall evaluate the Proposals to determine the successful Proposer by weighing the following criteria:

- A. Total Contract Price(40%)
- B. Firm Experience and Qualifications(40%)
- C. References.....(20%)

The District reserves the right to reject any and all Proposals or to waive any irregularities or informalities in any Proposal or in the Proposal procedures.

- 2.2 Contract Term.** This Contract shall be effective for a period of five (5) years. The term of this Contract commences on March 1, 2010, and shall expire on February 28, 2015.
- 2.3 No Subcontracting.** The successful Proposer may not subcontract any part of this Contract nor delegate any duties to be performed under this Contract without written consent of the District. The successful Proposer shall either perform the work through employees or through owner-workers. Any attempt to subcontract any part of this Contract shall be construed as an attempt to circumvent this Contract agreement and shall thereby constitute a material breach of this Contract.

SECTION 3. CONTRACT PERFORMANCE

- 3.1 Payment.** During the term of this Contract, the District shall pay the Contractor within thirty (30) days of receipt of an approved monthly invoice covering those services rendered by the Contractor during the billing period of the prior month.

Payments will be calculated by multiplying the tire miles operated by the applicable Rate for tires furnished and service rendered. The number of tire miles operated, both revenue and non-revenue, will be determined from mileage records kept by the District. District shall submit said mileage records to Contractor's representatives at the beginning of each month for the miles operated in the preceding month.

3.2 Contract Performance. Contractor shall perform all work in such a manner as to eliminate unnecessary noise, obstruction, and other disturbances to District operations. Contractor's service personnel shall follow policies and procedures established by the District pertaining to accident reports and other general rules of conduct. In no event shall the District provide coverage to Contractor's employees for industrial injuries or disabilities. Contractor shall assume all liability and responsibility for Worker's Compensation with respect to its service personnel.

3.3 Liquidated Damages. In accordance with Section 37 of the General Conditions, Liquidated Damages in the amount of Two Hundred Dollars (\$200) for each and every day that the Contractor is unable to provide tires and services shall be assessed to cover the damages sustained by the District by reason of such failure. Any such damages may be deducted from the payment from the District to the Contractor for the month(s) in which the Contractor fails to perform its work completely and in a timely manner.

In the event the Contractor does not or is unable to provide tires and services and causes five or more buses to be unavailable for service on any given day, Contractor shall be liable for liquidated damages in the amount of One Thousand Dollars (\$1,000) per bus, per day, for each and every day that five or more buses are not available for service.

3.4 Performance Bond. The Faithful Performance Bond required by General Condition 27 shall be in the amount of twenty percent (20%) of the Projected Grand Total Sum. Said bond shall remain in full force and effect during the entire term of the Contract. A sample of the required Performance Bond Form is attached.

3.5 Material Safety Data Sheets. Material Safety Data Sheets (MSDSs) for all applicable supplies used/stored shall be kept in the tire room. Copies shall also be provided to the Maintenance/Purchasing office. MSDS shall be up-to-date at all times. All supplies requiring MSDS shall be pre-approved by the District.

3.6 Training of Employees. While performing services on District property, the Contractor shall properly train all employees in the safe use, handling, storage, and disposal of all chemicals and products used or stored on District property. Training shall comply with all federal, state, and local regulations. The Contractor shall furnish the District with a copy of all training materials and a list of all personnel trained prior to commencement of the Contract. Training shall be conducted each time a new product or new employee is on District property. Annual training shall be conducted in March of each year, and the District shall be furnished, by March 31 of each year, with a copy of the training material and list of trained employees who will be working on District property.

- 3.7 **Working Environment.** The Contractor shall ensure and maintain a working environment free of personal harassment and intimidation between the Contractor's employees and District employees and members of the public. The Contractor's employees will be provided with District's "New Employee Orientation" information that is provided to all new District employees and reissued annually. The Contractor's service personnel will be issued District identification badges.
- 3.8 **Hazardous Chemicals and Wastes.** The Contractor shall bear full and exclusive responsibility for any release by the Contractor of hazardous or non-hazardous chemicals or substances during the course of performance of this Contract. The Contractor shall immediately report any such release to the District's Director of Maintenance. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the District by any agency as a result of such release and shall hold harmless, indemnify and defend the District from any claims arising from such release. For purposes of this section only, the term "claims" shall include (i) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (ii) any claim, cause of action, or administrative or judicial proceeding brought against the District, its directors, or employees, or for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including District.
- 3.9 **Contingencies.** In the event of emergencies such as fire, strike, accident, consequences of foreign or domestic wars, acts of terrorist, or any other cause beyond the control of the parties which will delay or interfere with the furnishing of the products or services herein described, the subject requirements under the Contract may, at the option of either party, be suspended during the period required to remove the cause or repair the damage. The District reserves the right however, to acquire, repair, maintain, by any means it deems desirable, such services as may be necessary for the proper operation of its facilities during any cessation of operations by the Contractor.
- 3.10 **Legal Relationship.** Neither the Contractor nor its employees shall be deemed to be agents or employees of the District. The Contractor is an independent Contractor, and no other legal relationship is intended or implied.
- 3.11 **Laws of California.** The Contract hereunder shall be governed by the laws of the State of California.
- 3.12 **Damages.** If Contractor fails to meet the requirements of the Contract and is unable to implement corrective action within thirty (30) days for product or within five (5) days for service, the product or service may be procured from any source by the District and if a greater price than that named in the Contract is paid, the excess price will be charged to and collected from the Contractor or sureties on its bond. With regard to the damages suffered by the District pursuant to this paragraph, actual damages will be assessed rather than the liquidated damages set forth in Special Provisions 3.3 above.

SECTION 4. INSURANCE

4.1 Insurance Requirements

A. Types of Insurance

The Contractor shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this section has been provided to District. The Contractor shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against the Contractor on account of any incident connected to the Contract, the Contractor shall promptly report the fact in writing to the District, giving full details of the claim.

Any person, firm, or corporation that the Contractor authorizes to work upon the District's property shall be deemed to be the Contractor's agent and shall be subject to all applicable terms of this Contract. Prior to the Contractor's start of the work or entry onto the District's property, the Contractor agrees to procure and maintain (and to prove to the District's reasonable satisfaction that it remains in effect throughout the performance of the work under this Contract), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Contract and will be at the sole cost and expense of the Contractor.

1) Commercial General Liability Insurance

The Contractor shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least One Million Dollars (\$1,000,000) each occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance shall include but not be limited to premises and operations, contractual liability covering the indemnity provisions contained in this Contract, personal injury, products, and completed operations, and broad form property damage, and include a Cross Liability endorsement.

Said Policy shall protect the Contractor and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

2) Business Automobile Liability

The Contactor shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

3) Workers' Compensation and Employers' Liability Insurance

If the Contractor employs any person to perform work in connection with this Contract, the Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California, and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) for each accident and One Million Dollars (\$1,000,000) for each disease, with a policy limit of One Million Dollars (\$1,000,000).

The policy shall contain a waiver of subrogation in favor of the District and its officers, directors, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

4) Garagekeepers Liability Insurance

This covers loss or damage to the District's vehicles while in the care, custody and control of the Contractor or its agents. The policy or policies shall provide a minimum limit of \$1,000,000 each accident.

B. General Insurance Requirements

1) Acceptable Insurance

All policies will be issued by insurers acceptable to the District. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of B+ and with minimum policyholder surplus of Twenty-Five Million Dollars (\$25,000,000) or a company acceptable to the District in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. Workers' Compensation coverage requirements may be met with the California State Compensation Fund.

2) Procure and Maintain Insurance

The Contractor must, at its own cost and expense, procure and maintain at all times during the performance of this Contract, all of the required policies specified above. The failure to procure or maintain the required insurance policies and/or an adequately funded self-insurance program acceptable to the District will constitute a material breach of the Contract.

3) Terms of Policies

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis it must remain in force for the entire term of the Contract and a minimum of three (3) years thereafter.

C. Evidence of Insurance and Endorsements

Prior to commencing of work or entering onto the District's property, the Contractor shall file a Certificate of Insurance with the District evidencing the foregoing coverages, including the following endorsements:

- 1) The insurance company(ies) issuing such policy(ies) will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
- 2) That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Contractor is liable for under this Section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the District.
- 3) Such insurance shall include as additional insureds the District, and its respective directors, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
- 4) The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as respects any claim, demand, suit or judgment made, brought, or recovered against the Contractor. Said policy shall protect the Contractor and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

D. Consequence of Lapse

Should any required insurance not be procured or lapse during the term of this Contract, requests for payment originating after such lapse will not be processed until the District receives satisfactory evidence of reinstated coverage as required by the Contract. If insurance is not reinstated, the District, may, at its sole option, terminate this Contract effective on the date of such lapse of insurance.

SECTION 5: TERMINATION OF CONTRACT

5.1 Expiration of Contract. Upon expiration of this Contract, the District shall have the option, at its sole election, to take one of the following actions in concluding the Contract performance:

- (a) Pay the Contractor for the unused mileage remaining in the original tread and retreaded tires mounted on the District's buses, including those used tires in the process of repair and those being retreaded or recapped with the effect of placing all ownership and title to such tires in the District ("Buy-Out" Option, see Section 5.2). Return to the Contractor new mounted/unmounted tires and other products leased hereunder at no cost to the District. The option granted herein is exercisable by the District upon thirty (30) days written notice to the Contractor prior to the expiration date of the Contract.
- (b) In the event there is a change of supplier, upon thirty (30) days prior written notice, continue to use all of the tires on District buses previously used by the Contractor for a period of thirty-six (36) months ("Run-Out" option, see Section 5.3).

In the event the District does not notify the Contractor within said thirty (30)-day period, the Run-Out option shall prevail.

5.2 "Buy-Out" Option. Should the District elect the "Buy-Out" option, such payment shall be based upon the applicable rate in effect on the Contract date of expiration. Legal tread depth remaining shall be defined as groove tread depth (in 32nds) minus $\frac{2}{32}$ of an inch, e.g. $\frac{5}{32}$ minus $\frac{2}{32}$ equals $\frac{3}{32}$ of an inch legal tread depth remaining. The unused mileage for each tire shall be computed in accordance with Section 12 (a) of the Technical Specifications. Any new mounted/unmounted tire shall be removed within two months from the beginning date of the new the Contract at no extra cost to the District. No service costs shall be considered in the calculation of the appropriate payment. Upon payment, title for the tires shall vest in the District.

5.3 "Run-Out" Option. Should the District elect the "Run-Out" option, all terms, conditions, and provisions of the Contract shall remain in full force and effect as between the District and the Contractor during said 36-month extension, with the exception that the Contractor shall be relieved of any requirement to furnish the District with tires, equipment, supplies, services, or wheel refurbishing as specified herein, during that 36-month period unless requested by the District and agreed to by the Contractor. Any new mounted/unmounted tire

shall be removed within two months from the beginning date of the new Contract at no extra cost to the District.

The tire rate which will be in effect during such 36-month extension period shall be the rate in effect for six-month period immediately preceding the commencement date of the 36-month period. It is understood that during said 36-month period, the District shall continuously use such tires insofar as practicable on its highest mileage runs until such tires are rendered permanently unfit for service.

Upon the expiration of said 36-month period, the District shall pay for any unused mileage remaining in such tires at the rate set forth in Section 5.2 above. The District will thereby acquire title to each such tire.

Further, the present Contractor is The Goodyear Tire Company, and therefore, if there is a new Contractor, i.e., a firm other than The Goodyear Tire Company, the new Contractor shall manage The Goodyear Tire Company tires that will be on the District's buses so as to obtain the maximum mileage benefit for said tires prior to removal from service. The new Contractor shall receive prior approval from the District before removing any tire from service. In the event that the new Contractor during the 36-month period removes said tires without District approval, prior to obtaining maximum legal life, the new Contractor shall bear all costs incurred by the District as a result of unused tire mileage charges applied by The Goodyear Tire Company.

- 5.4 Termination of Contract.** The District may terminate the whole or the direct service portion of any part of this Contract at any time giving thirty (30) days written notice thereof to the Contractor. Notice of termination shall be by certified mail. Upon termination, the District shall pay the Contractor its allowable costs incurred to date of termination, including payment for Contract performance rendered to date of termination, and those costs deemed reasonably necessary by the District to effect termination.

If District terminates either the direct service or tire products portion of the Contract due to breach or failure to perform Contract, District may procure services or tires to cover that portion of the Contract so terminated, and Contractor shall be liable to District for any excess costs for such services or tires procured elsewhere as set forth in Special Provisions 3.12, Damages. Furthermore, Contractor shall continue the performance of Contract to the extent not terminated under the provisions of this clause. Contractor shall not be liable for any excess cost if acceptable evidence is submitted to District that failure to perform the Contract was due to causes beyond the control of and without the fault or negligence of the Contractor. In the event that Contractor breaches the terms or violates the conditions of the Contract and does not, within a period of ten work days after receipt of written notice from the District specifying such failure, cure the breach or violation, the District may immediately terminate the Contract and shall pay the Contractor only its allowable costs to date of termination.

- 5.5 **Rights and Remedies of the District.** The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

TECHNICAL SPECIFICATIONS

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

RFP NO. 2010-BT-8 LEASE OF BUS TIRES

TECHNICAL SPECIFICATIONS

Section 1: **General.** It is the intent of the District to enter into a Contract for the lease and service of bus tires on a tire mileage basis. The District operates three yards, one in Santa Rosa, one in Novato, and the Main Yard and Shop located in San Rafael, California. Currently, a layover parking lot is located at 350 8th Street in San Francisco, California. The District may operate up to 220 transit and suburban type buses in services between San Francisco and points in and between Marin, Napa, Sonoma, and West Contra Costa Counties, California. All present coaches are 30-, 35-, 40-, 45- and 60-foot long, 96" or 102" wide, 6, 8 or 10 wheel, 4 or 6 cylinders, and air-conditioned.

Future coaches may be of other types such as double-deck, mini-buses, tractor-trailer, etc. Should any of these different types be incorporated in the District's fleet, the tire rate applicable to such types of buses shall be established by mutual agreement between the District and the Contractor.

The District provides two types of transit service:

- (a) Commuter service from Santa Rosa in Sonoma County to San Francisco, a distance of approximately 65 miles, and service to BART. This is the longest route with the highest speeds. During commute periods, the traffic flows from 65 plus miles per hour on portions of the freeway for up to 10 miles, with an average speed over the entire run of about 31 miles per hour. The District also operates over the same route at other than commute periods in which the speeds on the freeway may be in excess of 65 miles per hour for up to 35 miles, which are usually, but not always, "dead head" runs.
- (b) Local and feeder service.

Section 2: **Tires.** Construction and materials of tires shall be subject to District approval. To allow complete flexibility in the use of equipment, it is intended to allow the use of Inter-City high speed type tires, as defined in the California Administrative Code, Title 13, Motor Vehicle Section 1085(M) on all buses, provided all tires meet the speed and weight limits of District buses and operating conditions. To maintain speedometer accuracy, the standard size tire for all buses shall be equal to 315/80Rx22.5, except for 17 low floor (LF) buses consisting of ten (10) articulated buses and seven (7) 35-foot hybrid buses which shall be 305/80Rx22.5, standard profile, with a minimum 18-ply rating radial or approved equal.

The quantity of tires furnished shall be sufficient to keep all buses fully equipped and provide an adequate reserve supply. The quantity shall be in accordance with accepted practices in the industry for metropolitan transit operation. The Contractor shall ensure tire deliveries are coordinated with the Contractor's tire personnel and shall notify the District's Bus Division Chief Storekeeper at (415) 257-4412 at least 24 hours prior to delivery, Monday through Friday between 7:00 a.m. and 3:00 p.m. One tire shall be furnished for each wheel. Spare tires will be carried on MCI coaches with stud-piloted wheels. Wheels are and will remain District property.

All tires shall be of the steel belted radial type or approved equal. Tires shall be maintained by the Contractor in such condition of tread and body so as to comply with all regulatory agency requirements. Tires re-grooved to the District, State, and Federal standards may be used on rear wheels of buses only, provided no problems are experienced. Re-grooved tires shall not be used on front wheels and shall have minimum of 4/32" tread.

All tires supplied shall be minimum five-ply on tread and one-ply on side wall with an 18-ply rating, unless otherwise approved by the District. Should mileage or other results indicate desirability of other than radial ply tires, the Contractor or the District may suggest substitution of a type of tire other than radial ply. The determination of substitution shall be at the sole discretion of the District.

The District is not precluded during the life of the Contract from considering the use of tires with other components in the event the industry develops new or improved tires containing such other materials and substituting them.

Tires furnished shall at all times and in all respects conform to requirements of California Vehicle Code, California Administrative Code (Title 13), U.S. Department of Transportation, and all other regulatory bodies with jurisdiction over the District's fleet.

Section 3: Scope of Services. The Contractor shall supply all new tires required, plus weights for balancing tires on wheels. The Contractor shall also furnish all supplies necessary to make any and all repairs, re-grooving in accordance with best industry standards. The Contractor shall keep an adequate stock of mounted, properly inflated and balanced tires plus adequate reserve for emergency or weekend use, or, during the hours when the Contractor is off the job. The Contractor shall pick up and deliver all tires to the District garage. The Contractor shall repair, recap, or retread only those tires or casings known to be in good, serviceable condition. **The District's high-speed operation does not allow the use of retreads because of cap adhesion failures.**

The Contractor shall install, balance, and remove mounted tires on all bus wheels. The District will keep coach axle/suspensions in alignment and brakes properly

adjusted. The Contractor shall maintain adequate tools for the performance of all required services. The District will furnish sufficient space on-site for the storage, repair, and care of tires without charge to the Contractor. The District will provide all road service including tire changes. The Contractor shall dispose of leased damaged or scrapped tires and any Contractor-owned tools and equipment at its expense. The Contractor shall also dispose of District-owned tires at the District's expense.

Section 4: **Service Personnel – Number and Duties.** The Golden Gate Transit Maintenance Shop operates 24/7 and as such has three work shifts, Day, Swing, and Grave. The Contractor shall provide one Trained Service Personnel during the Dayshift and one Trained Service Personnel on either the swing or grave shifts, or both if annual mileage dictates additional Trained Service Personnel. The Contractor shall provide shift assignments for review and approval to the Director of Maintenance bi-annually, coordinated with the Bus Maintenance Department bi-annual shift changes in March and September. Requests for changes to the approved shift assignments must be in writing to the Director of Maintenance for review and approval. Exceptions to the approved shift assignment(s) for vacation, sick, FMLA, jury duty, etc. of no more than two continuous weeks in duration do not require approval.

The Contractor shall provide trained tire service personnel with at least one year's experience working on fleets with equipment of 200 or more based on the following formula:

- (a) Up to 10,000,000 annual bus miles, the Contractor shall provide the District with two full-time service personnel.
- (b) For 10,000,001 to 12,000,000 annual bus miles, the Contractor shall provide the District with two full-time and one half-time service personnel.
- (c) For 12,000,001 and above annual bus miles, the Contractor shall provide the District with three full-time service personnel.

For the purpose of determining yearly mileage, the following monthly mileage figures will trigger the addition (or deletion) of service personnel.

- (a) Up to 833,333 bus miles per month for three consecutive months, two service personnel shall be provided to the District.
- (b) For 833,334 bus miles to 1,000,000 miles per month for three consecutive months, two and one-half service personnel shall be provided to the District.

- (c) For 1,000,001 bus miles and above per month for three consecutive months, three service personnel shall be provided to the District.

The Contractor shall not unilaterally increase the number of service personnel assigned to this Contract without the prior written approval of the District's Director of Maintenance. Adjustment to the monthly service charge for addition or deletion of personnel or for service location will be determined on a mutually agreeable basis. The Contractor's service personnel shall also notify Chief Mechanic whenever absent.

Trained tire service personnel provided by the Contractor shall perform all tire services, including but not limited to:

- (a) Unload and stack new tires
- (b) Change wheels at service location
- (c) Maintain correct tire inflation
- (d) Balance wheels
- (e) Mount and dismount tires
- (f) Rotate tires
- (g) Re-groove tires
- (h) Clean wheels
- (i) Inspect front-end alignment, and notify Bus Maintenance Superintendent of buses out of alignment.
- (j) Inspect for loose or missing lug nuts, damaged studs, and condition of wheels, including damage, cracking and wear. Replace wheels as needed.
- (k) Monitor and maintain wheel lug nut torque to bus manufacturer's specifications by use of a calibrated torque wrench. Torque wrench calibration shall be checked at least monthly.
- (l) Notify Bus Maintenance Superintendent if wheels require refurbishing.
- (m) Ensure timely refurbishment of wheels.
- (n) Record any defects that might cause abnormal or excessive tire wear or create an unsafe condition. If any such defects are discovered during

- (o) The Contractor shall rotate tire and wheel assemblies in such a manner so that only clean wheels will show after completion of wheel rotation. Wheels can only be used in the appropriate wheel position so that only clean finished side is visible.
- (p) The Contractor shall notify the Shop Superintendent if the supply of wheels reaches inadequate quantity.
- (q) Maintain and have available at all times for District inspection, records of tire changes showing wheel position and date of change, tire recapping, etc.
- (r) Perform tire tread depth and safety inspections on available tires at all locations to assure legal and safe operation, including San Rafael, Novato, and Santa Rosa.
- (s) Provide a list of tire tread depth for every available bus in the fleet to the Bus Maintenance Superintendent by the 15th of each month.
- (t) Provide a list of damaged tires and tread depth for District inspection and verification.
- (u) Provide a “monthly inventory” of every tire assigned to the District. This shall include, but is not limited to, tires mounted on-site, in transit, being recapped, and at all outside locations. All claims for shortage must be made within 30 days of determination of shortage. Should the Contractor fail to maintain and submit the “monthly inventory” on a regular basis, no claims for shortages will be allowed.
- (v) In regard to District-owned tires for non-revenue vehicles, the Contractor shall be responsible for changing all tires that exceed 16 inches. Currently, the District owns nine vehicles with tires exceeding 16 inches, and the average number of tires changed annually is 20.
- (w) The District may, as an option, require lug nut tightening to be performed with a pneumatic, non impacting torque wrench such as a Chicago Pneumatic model CP7600 or Wheel Master WM750, or approved equal. The District will notify the Contractor, in writing, at least four (4) months prior to implementation of this change. The District will implement the same procedures and equipment requirement for use in the Bus Maintenance Department.

In addition, the Contractor shall mount and dismount tires on and off wheels as required to maintain adequate stock for buses, plus adequate reserve and shall maintain proper mechanical/electronic tire changers equipment for this purpose on District property. The District will install convenient air lines and supply air to inflate tires. The Contractor will keep tires in spare stock inflated to recommended air pressure and shall balance tires on wheels.

The Contractor shall make every effort to assign service personnel when the majority of buses are not in service. The Contractor should coordinate the work schedule with the District's Bus Division Director of Maintenance. The work schedule for tire service personnel shall be approved by the District's Bus Division Director of Maintenance.

The Contractor shall assure that the service personnel are properly trained in the handling of tires, use of tools and equipment, and District rules, regulations, procedures, and requirements of the Contract. The Contractor shall maintain proper and adequate training records.

Section 5: **California Uniform Waste and Used Tire Manifest.** In accordance with Public Resources Code Section 42961.5, the California Integrated Waste Management Board (Board) has developed a "California Uniform Waste and Used Tire Manifest." This Waste Tire Manifest System is a tracking mechanism used by the Board to monitor the generation, transportation, and ultimate disposal of used/waste tires in California. A Waste Tire Generator includes any person who provides used or waste tires to a waste tire hauler; including but not limited to tire dealers, car dealers, auto dismantlers, and automotive fleet service centers, local government fleet operators, rental fleets, etc.

The Contractor herein acknowledges that under this Contract it is the Waste Tire Generator and assumes all legal requirements and responsibilities as such, including but not limited to, completion of Part II of the required Manifest. The Contractor shall provide copies of the Generator's Manifest to the District within thirty (30) days of its completion.

Section 6: **Wheel Refurbishment.** The Contractor shall provide wheel refurbishing for the District's powder-coated wheels. The District anticipates that approximately 200 wheels will require refurbishing on an annual basis. Quantity of wheels for refurbishing shall be determined by the District on an "as needed" basis with a 20-wheel minimum pick-up requirement. Documentation of wheels processed by the Contractor will be substantiated by receiving records, signed by the District and the Contractor's representative. Refurbishing wheels shall include, but not be limited to, the following:

- (a) Pick up of District-owned wheels to be refurbished from Main Shop in San Rafael, and, delivery of refurbished wheels back to Main Shop in San Rafael.

- (b) The Contractor must report to Parts Personnel before loading wheels on truck at time of pick up and unloading wheels at time of delivery. The Contractor is to provide information including number of wheels picked up and delivered.
- (c) Blast wheel with steel shot to remove heavy rust and paint layers; may require several cycles depending upon the thickness or by alternate method as may be mutually agreed to between the District and the Contractor.
- (d) Inspect wheels for cracks, oblong bolthole patterns, and other defects that would render the wheel unsafe. Wheels found to be defective in accordance with ATA standards are to be returned unfinished to the District, and, notation is to be made on the delivery tag as to quantity of defective wheels.
- (e) Apply orange powder coat (Ditzler color #DAV 71985) / water based paint, tested to exceed 225 hour salt spray test, over entire wheel, and, to a maximum of three millimeter thickness on disc face.
- (f) The District's powder-coated wheels shall be replaced with the District's like-painted wheels only, i.e., District wheels sent out for refurbishment shall be returned to the District; wheels from other properties/sources shall not be substituted for District wheels.
- (g) Upon delivery, prior to acceptance, the District shall inspect the wheels.

The wheel refurbishing process shall not degrade the wheel or wheel material in any manner. Powder coating shall be applied to lug nut area of hub piloted wheels if the Contract determines the powder coat might allow lug nuts to loosen prematurely. In these cases, this area will be painted white.

Section 7: Service Location – Shop Service. The service location for the term of this Contract shall be the Golden Gate Transit Maintenance Garage at 1011 Andersen Drive, San Rafael, California. Currently, the District's active fleet is 204 buses, which travel approximately 6,123,263 bus miles annually (510,271 monthly bus miles).

The District "moves"/changes tires at outside shops; however, tires are inspected during Preventive Maintenance and directed to the Main Shop.

The District will have sufficient air lines conveniently placed to properly take care of the airing of tires, will keep wheels in alignment and brakes properly adjusted, and will prohibit drivers from tampering with air pressures and tire inflation.

The Contractor shall at all times provide the prescribed number of trained service personnel at the main service location who shall inflate tires to recommended air pressures, make wheel changes that are necessary due to tire reasons and for necessary rotation of tires, make any tire repairs which may be necessary to keep them in proper operational condition, mount or de-mount tires from rims, and balance tires on wheels.

Section 8: Bus Fleet Composition. The Contractor shall furnish and maintain tires for the buses listed below:

<u>Manufacturer</u>	<u>Model</u>	<u>Year</u>	<u>Length</u>	<u>Width</u>	<u># Tires</u>	<u># Passenger Seats</u>	<u># Active</u>	<u># Contingency</u>
MCI	102 DL3	1996	45-foot	102"	8	57	30	0
MCI	102 DL3	1997	45-foot	102"	8	57	2	0
MCI	102 DL3	1999	45 foot	102"	8	57	14	0
MCI	D4500	2003	45-foot	102"	8	57	6	0
Orion	V	2003	40-foot	102"	6	41	80	0
Nova	T80206	1997	40-foot	102"	6	43	10	0
Nova	82VN	2000	40-foot	102"	6	39	14	0
TMC (Rehab)	T80206S	1991	40-foot	102"	6	39	27	7
Flxible	40102 4T	1994	40-foot	102"	6	41	0	3
New Flyer	D60LF	2007	60-foot	102"	10	60	10	0
Nova	66VN	2001	30-foot	96"	6	27	4	0
New Flyer	DE35LF	2010	35-foot	102"	6	29	7	0
						Total	204	10

Four 1991 TMC RTS buses are currently in active Club Bus service and one spare tire and wheel shall be provided for each bus in Club Bus service.

Note: All buses are on tubeless tires.
All buses are air-conditioned.

During the term of this Contract, the District reserves the right to change the number of buses operated and to have the same tire size and/or construction as the type of tires for which Bid quotations are sought to receive tire service at no additional cost per service mile. Should the District introduce buses with a different size and/or construction of tire, the parties may negotiate an appropriate adjustment in the basic mileage rate to be applicable to such type of tire.

Section 9: New Vehicles Equipped with Contractor's Tires. Upon a thirty (30)-day prior written request by the District, the Contractor shall deliver tires for any new buses to any continental North American bus manufacturer's location or to point of export if outside the continental United States boundaries. Any tire lost, stolen, or

damaged while in the possession of the bus manufacturer or while bus is being delivered to the District shall be paid by the District. When new buses equipped with tires furnished by the Contractor shall be delivered overland, mileage accumulated during this delivery (driveaway miles) shall be paid by the District. (Responsibility for collection of these charges will be that of the District.) The District will supply the Contractor with the mileage figure at the time of delivery.

Section 10: Ten Percent Clause. The Contractor agrees that the District may equip up to ten percent (10%) of its fleet of buses with tires obtained from other manufacturers or supplied by the Contractor for testing purposes. All such tires shall be serviced by the Contractor in the manner set forth in Section 4 of the Technical Specifications. The then current service rate shall apply for the Contractor's servicing of said tires. The Contractor shall be fully responsible for the disposal of said tires.

Section 11: Tools and Equipment. All such tires shall be serviced by the Contractor in the manner set forth in Section 4 of the Technical Specifications. The then current service rate shall apply for the Contractor's servicing of said tires.

Section 12: Damage/Loss of Tires

(a) **Negligent Damage to Tires by District.** The District shall be liable for any of the Contractor's tires that are rendered unfit for service due to negligence on the part of District employees. Such damaged tires that can be made serviceable by repair shall be repaired by the Contractor and the actual cost of such repair shall be charged separately, as necessary. Tires damaged beyond repair by negligence on the part of the District's employees shall be paid by the District as of the date of damage at the then current cost per 32nd of legal tread depth remaining as defined in Special Provision 5.2, "Buy-Out" Option.

For purposes of calculating the cost of usable 32nds remaining on damaged and unusable tires, the cost per tread at the then current cost as set forth on the Bid Form will be used. The Projected 5-Year Total Cost for Unused/Damaged tires shall be added to the Projected Grand Total Bid for tires and service as set forth on the Bid Form.

The District shall not be liable for normal wear and tear, including road hazards, to which all vehicular traffic is subject and improper servicing of tires through the negligence or intentional acts of the Contractor or the Contractor's failure to adhere to the service requirements of these specifications. Determination of liability shall be based on negotiation between representatives of the Contractor and the District, with the District's Director of Maintenance making the final decision.

- (b) **Theft, Vandalism, Fire Damage to Spare Tires.** The District agrees to provide a safe and suitable area within the fenced bus yard for spare tires and to pay the Contractor the amount of any damage or loss resulting from accident, fire, loss, theft, or vandalism of said tires, provided that the District shall not make such payment to the Contractor in cases where the damage or loss is the result of the negligence and/or intentional acts of the Contractor or its employees. The value of tires for the purpose of determining the amount of any damage or loss under this provision shall be determined in accordance with Section 12 (a) above. The District shall limit payment for spare tires to 20% of the actual number of tires on District buses at any one time.
- (c) **Buses Sold with Tires.** In the event the District sells buses with the Contractor's tires, the District will request from the Contractor the value of tires based on the legal tread depth remaining. If the District opts, in its sole option, to sell the buses with tires, the District will pay the Contractor for those tires in accordance with Section 12 (a) paragraph one. Upon payment, title to the tires shall be transferred to the District. Otherwise, the District will return the tires to the Contractor. As to tires remaining in stock, the District will not purchase stock tires unless the Contractor can verify that it cannot use the tires in any of its Contracts with other agencies or companies. In the event of such unusable tires in stock, the District will purchase stock tires, not to exceed 20% of the number of that type of tire, for the buses subject to sale.

Section 13: Brand Name Designations. It should be understood that specifying a brand name, components, and/or equipment in this specification shall not relieve the Contractor from its responsibility to produce or employ products in accordance with the warranty and Contractual requirements contained in these specifications. The Contractor is responsible for notifying the District of any inappropriate brand name, component, and/or equipment that may be called for in the specifications and advising the District of a suitable substitute for consideration.

Section 14: Branding (Identification) of Tires. All tires shall be uniquely branded prior to delivery for identification purposes. Individual or lot branding is acceptable. The Contractor shall maintain records regarding the branding of the tires. These records shall include date of manufacture, number of tires in lot (if branded by lot), location of tires, etc.

Section 15: Tires on Leased Buses. If leased buses are supplied with the Contractor's tires, monthly mileage will be reported for billing. Should the District terminate or otherwise lose possession of any of the leased vehicles equipped with the Contractor's tires, the District shall pay for each tire (excluding spares) in accordance with Section 12 (a) of the Technical Specifications.

Section 16: **Unusable Tires.** The District will furnish space to accommodate a maximum of 70 unusable/damaged tires.

Section 17: **Bonus Clause.** No “Bonus” proposals are invited and none will be considered.

PROPOSAL FORM

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

RFP NO. 2010-BT-8 LEASE OF BUS TIRES

PROPOSAL FORM

**TO: GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT
SAN FRANCISCO, CALIFORNIA**

Pursuant to the Notice Inviting Proposals, the undersigned Proposer herewith submits a Proposal on the Proposal form or forms attached hereto and made a part hereof, and binds itself on award by the Golden Gate Bridge, Highway and Transportation District under this Proposal to execute a Contract in accordance with its Proposal, the Proposal Documents and the award. The attached Notice Inviting Proposals, General Conditions and Instructions for Proposers, Special Provisions, Technical Specifications, Proposal Forms, and Addenda, if any, are made a part of this Proposal and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

PROPOSALS BELOW INCLUDE DELIVERY CHARGES, STORAGE, DRAYAGE, POST, PACKING, CARTAGE, LICENSE FEES, PERMITS, COST OF BONDS, INSURANCE, AND ALL OTHER COSTS NECESSARY FOR THE FURNISHING OF ALL EQUIPMENT AND THE PERFORMANCE OF ALL SERVICES CALLED FOR UNDER THE FOLLOWING CONTRACT.

THE PROPOSAL PRICE SHOULD NOT INCLUDE SALES OR USE TAXES

1. Year One

a.	315/80R 22.5 Tire Rate per Mile \$ _____	x	Estimated Tire Miles 40,214,148	=	Projected Cost \$ _____
b.	305/80R 22.5 Tire Rate per Mile \$ _____	x	Estimated Tire Miles 2,987,050	=	Projected Cost \$ _____
c.	315/80R 22.5 Unused/Damaged Tire Cost \$ _____	x	Estimated 32 ^{nds} of Tread 300 32 ^{nds}	=	Projected Cost \$ _____
d.	305/80R 22.5 Unused/Damaged Tire Cost \$ _____	x	Estimated 32 ^{nds} of Tread 300 32 ^{nds}	=	Projected Cost \$ _____
e.	Monthly Service Rate \$ _____	x	Number of Months 12	=	Projected Cost \$ _____
f.	Wheel Refurbishment Rate \$ _____	x	Estimated Refurbishment 200 Wheels	=	Projected Cost \$ _____
g.	Projected Total for Year One				\$ _____

2. **Year Two**

a.	315/80R 22.5 Tire Rate per Mile \$ _____	x	Estimated Tire Miles 40,214,148	=	Projected Cost \$ _____
b.	305/80R 22.5 Tire Rate per Mile \$ _____	x	Estimated Tire Miles 2,987,050	=	Projected Cost \$ _____
c.	315/80R 22.5 Unused/Damaged Tire Cost \$ _____	x	Estimated 32 ^{nds} of Tread 300 32 ^{nds}	=	Projected Cost \$ _____
d.	305/80R 22.5 Unused/Damaged Tire Cost \$ _____	x	Estimated 32 ^{nds} of Tread 300 32 ^{nds}	=	Projected Cost \$ _____
e.	Monthly Service Rate \$ _____	x	Number of Months 12	=	Projected Cost \$ _____
f.	Wheel Refurbishment Rate \$ _____	x	Estimated Refurbishment 200 Wheels	=	Projected Cost \$ _____
g.	Projected Total for Year Two				\$ _____

3. **Year Three**

a.	315/80R 22.5 Tire Rate per Mile \$ _____	x	Estimated Tire Miles 40,214,148	=	Projected Cost \$ _____
b.	305/80R 22.5 Tire Rate per Mile \$ _____	x	Estimated Tire Miles 2,987,050	=	Projected Cost \$ _____
c.	315/80R 22.5 Unused/Damaged Tire Cost \$ _____	x	Estimated 32 ^{nds} of Tread 300 32 ^{nds}	=	Projected Cost \$ _____
d.	305/80R 22.5 Unused/Damaged Tire Cost \$ _____	x	Estimated 32 ^{nds} of Tread 300 32 ^{nds}	=	Projected Cost \$ _____
e.	Monthly Service Rate \$ _____	x	Number of Months 12	=	Projected Cost \$ _____
f.	Wheel Refurbishment Rate \$ _____	x	Estimated Refurbishment 200 Wheels	=	Projected Cost \$ _____
g.	Projected Total for Year Three				\$ _____

4. Year Four

a.	315/80R 22.5 Tire Rate per Mile \$ _____	x	Estimated Tire Miles 40,214,148	=	Projected Cost \$ _____
b.	305/80R 22.5 Tire Rate per Mile \$ _____	x	Estimated Tire Miles 2,987,050	=	Projected Cost \$ _____
c.	315/80R 22.5 Unused/Damaged Tire Cost \$ _____	x	Estimated 32 ^{nds} of Tread 300 32 ^{nds}	=	Projected Cost \$ _____
d.	305/80R 22.5 Unused/Damaged Tire Cost \$ _____	x	Estimated 32 ^{nds} of Tread 300 32 ^{nds}	=	Projected Cost \$ _____
e.	Monthly Service Rate \$ _____	x	Number of Months 12	=	Projected Cost \$ _____
f.	Wheel Refurbishment Rate \$ _____	x	Estimated Refurbishment 200 Wheels	=	Projected Cost \$ _____
e.	Projected Total for Year Four				\$ _____

5. Year Five

a.	315/80R 22.5 Tire Rate per Mile \$ _____	x	Estimated Tire Miles 40,214,148	=	Projected Cost \$ _____
b.	305/80R 22.5 Tire Rate per Mile \$ _____	x	Estimated Tire Miles 2,987,050	=	Projected Cost \$ _____
c.	315/80R 22.5 Unused/Damaged Tire Cost \$ _____	x	Estimated 32 ^{nds} of Tread 300 32 ^{nds}	=	Projected Cost \$ _____
d.	305/80R 22.5 Unused/Damaged Tire Cost \$ _____	x	Estimated 32 ^{nds} of Tread 300 32 ^{nds}	=	Projected Cost \$ _____
e.	Monthly Service Rate \$ _____	x	Number of Months 12	=	Projected Cost \$ _____
f.	Wheel Refurbishment Rate \$ _____	x	Estimated Refurbishment 200 Wheels	=	Projected Cost \$ _____
e.	Projected Total for Year Five				\$ _____

6. Projected Grand Total (Sum of Items 1e, 2e, 3e, 4e & 5e) \$ _____

The Proposal Form must be signed where indicated on Page PF-5 of the Proposal Form in accordance with General Condition 3 and Special Provision 1.3. Proposals submitted in any other form will be considered non-responsive and may be rejected.

RFP NO. 2010-BT-8
LEASE OF BUS TIRES

PROPOSER'S CERTIFICATION OF COMPLIANCE

Proposer certifies and guarantees that the design and construction of the radial tires offered are suitable for the use intended.

_____ Firm Name

_____ Signature of Authorized Official

_____ Name & Title of Authorized Official

_____ Date

Name Under Which Business is Conducted:

Business Address: _____

Telephone No.: _____ Facsimile No: _____

() Check here if entity is a Disadvantaged Business Enterprise (DBE) and include a copy of the firm's DBE Certification with Proposal.

MANDATORY SIGNATURE(S)
(See General Condition 3 and Special Provision 1.3)

IF SOLE OWNER, Sign here: I sign as sole owner of the business named above:

IF PARTNERSHIP, one or more partners sign here: The undersigned certify that we are partners in the business named above and that we sign this Proposal with full authority to do so:

IF CORPORATION, two corporate officers sign here: The undersigned certify that they sign this Proposal with full and proper authorization to do so:

Corporate Name: _____

By: _____ Title: _____

*By: _____ Title: _____

Incorporated under the laws of the State of _____
(Corporate Seal)

* If the Proposer is a corporation, this Proposal Form must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Proposal Form may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided, demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws.)

IF JOINT VENTURE, officers of each participating firm sign here: The undersigned certify that they sign this Proposal with full and proper authorization to do so:

Joint Venture Name composed of: _____

By: _____ Title: _____

By: _____ Title: _____

DOCUMENTS TO ACCOMPANY PROPOSAL:

- _____ Proposer's Statement of Qualifications and Business References
- _____ Proposer's Bond, Certified or Cashier's Check or Irrevocable Standby Letter of Credit
- _____ Certificate of Insurance
- _____ Copy of DBE Certification, if applicable
- _____ Acknowledgement of Addenda, if any
- _____ Proposer's Certification of Compliance

PROPOSER'S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

Name of Proposer _____

Address of Principal Office _____

1. Are you an individual ____, a partnership ____, a corporation ____ or a joint venture ____?
(Check as applicable)

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of venturers and if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venture.

For the following questions, if a joint venture, give information for each of the ventures, by name. Attach additional sheets if necessary.

2. How many years has your organization been in the business of manufacturing and selling bus tires or has been the authorized agent of such a manufacturer?

3. List your firm's methods of sales advertisements.

4. List the factories of manufacturing plants devoted to the manufacture of bus tires of the type specified.

5. List five firms/agencies within the United States for whom you are currently providing similar bus tires and tire service or have performed such services within the last 12 months. At least two of the references shall be entities for whom you have provided tire service for three or more years.

Firm/Agency

Contact Person

Phone Number

6. List the number of engineering and service personnel available to respond to any problems that may arise. Number of Engineering Personnel_____ Number of Service Personnel_____

7. Can you provide qualified and experienced tire service personnel with at least two year's experience working on fleets with equipment of 200 or more and supervision to properly service, repair, and maintain bus tires as specified in these Contract Documents?
Yes: _____ No: _____

8. Reference is hereby made to the following bank or banks as to the financial responsibility of the Proposer:

(a) Name of Bank: _____

Address: _____

Telephone: _____ Fax No: _____

Office Familiar with Proposer's Account: _____

(b) Name of Bank: _____

Address: _____

Telephone: _____ Fax No: _____

Office Familiar with Proposer's Account: _____

(c) Name of Bank: _____

Address: _____

Telephone: _____ Fax No: _____

Office Familiar with Proposer's Account: _____

9. Is any litigation pending against your organization? _____

If so, give details. _____

The undersigned Proposer represents and warrants that the foregoing information is true and accurate to the best of his knowledge and the undersigned intends that the Golden Gate Bridge, Highway and Transportation District rely thereof in awarding the attached contract.

Signature of Proposer

Title

Dated: _____, 2010

PROPOSER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, as Principal, and _____, as California admitted Surety, are held and firmly bound unto the GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT, hereinafter called the District, in the sum of _____ being at least five percent (5%) of the Total Contract Price, for the payment of which sum in lawful money of the United States of America to the District we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has submitted said Proposal to the District;

NOW THEREFORE, if the Principal is awarded a contract by the District and, within the time and in the manner required by the General Conditions and Instructions for Proposers, enters into a contract with the District and furnishes the requisite bond or bonds, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the Court.

Dated: _____

**(TO BE SIGNED BY PRINCIPAL AND
SURETY WITH ACKNOWLEDGEMENT
NOTARIAL SEAL OF SURETY)**

Principal
By: _____

By: _____

Surety
By: _____

By: _____

(Date)

Golden Gate Bridge, Highway and Transportation District
P.O. Box 9000, Presidio Station
San Francisco, CA 94129-0601

Re: **Irrevocable Standby Letter of Credit No.**

We hereby issue in your favor this Irrevocable Standby Letter of Credit for the account of _____

a _____
(insert nature of organization, whether sole proprietorship, partnership, corporation or joint venture),

in the amount of _____ (\$_____),

which is available upon your demand when accompanied by a signed statement from an officer of the Golden Gate Bridge, Highway and Transportation District, stating that:

The amount drafted is due to the Golden Gate Bridge, Highway and Transportation District because of failure of _____
_____ to enter into a written contract awarded to it by the District, or to furnish the requisite bond(s) or insurance certificates within the time and in the manner required by the Contract Documents and Specifications for _____
_____, RFP # _____.

We hereby agree with the drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this Letter of Credit will be duly honored upon presentation when presented on or before _____. Partial drawings are permitted.

Except so far as otherwise expressly stated, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) of the International Chamber of Commerce Publication No. 600.

(Financial Institution)

By: _____

Title: _____

SAMPLE CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE						CERTIFICATE NUMBER			
PRODUCER - S A M P L E -			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.						
INSURED NAMED INSURED AND ADDRESS			COMPANIES AFFORDING COVERAGE						
			COMPANY A						
			COMPANY B						
			COMPANY C						
COMPANY D									
COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below.									
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS				
	GENERAL LIABILITY				GENERAL AGGREGATE	\$			
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMPI/OP AGG	\$			
	☐ CLAIMS MADE ☐ OCCUR				PERSONAL & ADV INJURY	\$			
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$			
					FIRE DAMAGE (Any one fire)	\$			
					MED EXP (Any one person)	\$			
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$			
	☐ ANY AUTO								
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	\$			
	☐ SCHEDULED AUTOS								
	☐ HIRED AUTOS				BODILY INJURY (Per accident)	\$			
	☐ NON-OWNED AUTOS								
					PROPERTY DAMAGE	\$			
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$			
	☐ ANY AUTO				OTHER THAN AUTO ONLY:				
					EACH ACCIDENT	\$			
					AGGREGATE	\$			
	EXCESS LIABILITY				EACH OCCURRENCE	\$			
	☐ UMBRELLA FORM				AGGREGATE	\$			
	☐ OTHER THAN UMBRELLA FORM								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER			
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				☐ INCL	☐ EXCL	EL EACH ACCIDENT	\$	
							EL DISEASE-POLICY LIMIT	\$	
							EL DISEASE-EACH EMPLOYEE	\$	
	OTHER				EACH OCCURRENCE	\$			
	☐ PROFESSIONAL LIABILITY				AGGREGATE	\$			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS									
THE GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WHILE ACTING IN SUCH CAPACITY, AND THEIR SUCCESSORS OR ASSIGNEES ARE ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES REFERENCED ABOVE.									
CERTIFICATE HOLDER				CANCELLATION					
Janet S. Tarantino, Secretary of the District Golden Gate Bridge, Highway & Transportation District P.O. Box 9000, Presidio Station San Francisco, CA 94129-0601				SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.					
				BY: CATEGORY ____					
				VALID AS OF: _____					

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

**RFP NO. 2010-BT-8
LEASE OF BUS TIRES**

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Proposer acknowledges receipt of the following addenda, if issued, to the RFP Documents. If none received, write "None Received."

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

_____ Firm Name

_____ Signature of Authorized Official

_____ Name and Title of Authorized Official

_____ Date

SAMPLE CONTRACT

SAMPLE CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 2010, by and between the GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT (hereinafter referred to as "District") and _____ (hereinafter referred to as "Contractor").

WITNESSETH, that the Contractor and the District, for the consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The Contractor shall furnish the District materials and services in full accordance with the plans and specifications approved by the District entitled:

RFP NO. 2010-BT-8 **LEASE OF BUS TIRES**

and which are appended hereto and made part of the Contract.

2. TERM OF CONTRACT

The Contractor shall lease Bus Tires and provide Tire Service in accordance with Special Provision 2.2 for a five (5)-year period commencing on March 1, 2010 and expiring February 28, 2015.

3. CONTRACT PRICE

The Contractor shall faithfully perform each and every item required of it in this Contract for the estimated sum of _____ (\$ _____), under this Contract, representing the relevant number of tire miles traveled multiplied by the Tire Rate, Service Rate, Unused/Damaged Tire Cost, or Wheel Refurbishment Rate, as appropriate, quoted on the Proposal Form. Payments to the Contractor shall be made at the time and in the manner provided in the Contract Specifications.

4. COMPONENT PARTS

This Contract shall consist of the following documents, each of which is on file in the Office of the Secretary of the District and all of which are incorporated herein and made a part hereof by reference thereto:

- (a) This Contract
- (b) Notice Inviting Proposals
- (c) General Conditions and Instructions for Proposers
- (d) Special Provisions
- (e) Technical Specifications
- (f) Form of Proposal (as accepted by the District)
- (g) Proposer's Statement of Qualifications and Business References

- (h) Insurance Certificates
- (i) Performance Bond
- (j) Endorsement to be attached to Workers' Compensation Policy
- (k) Copy of DBE Certification, if applicable
- (l) Proposer's Certification of Compliance
- (m) Addenda, if any

5. **SERVICE OF NOTICE**

Any notice required or permitted to be given by this Contract shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, in the case of the Contractor, at the business address specified in his proposal, and in the case of the District, at P.O. Box 9000, Presidio Station, San Francisco, California, 94129, or at any other address which either party may subsequently designate in writing to the other party.

6. **NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT**

The Contractor shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The Contractor shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the District deems appropriate.

7. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of California. Any action relating to, and all disputes arising under, this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the individual listed opposite its name to act as its initial agent for service of process relating to any such action.

SAMPLE CONTRACT

IN WITNESS WHEREOF, the District has caused these presents to be executed by the District's officer thereunto duly authorized, and the Contractor has subscribed same, all on the day and year first above written.

FOR THE CONTRACTOR:

Name Under Which Business is Conducted: _____

Business Address: _____

City/State/Zip: _____

Telephone No.: _____ Facsimile No.: _____

If SOLE OWNER, sign here: I sign as sole owner of the business named above.

**FOR THE GOLDEN GATE BRIDGE, HIGHWAY
AND TRANSPORTATION DISTRICT:**

Albert J. Boro
President, Board of Directors

Janet S. Tarantino
Secretary of the District

APPROVED AS TO FORM:

Attorney for the District

SAMPLE CONTRACT

IN WITNESS WHEREOF, the District has caused these presents to be executed by the District's officer thereunto duly authorized, and the Contractor has subscribed same, all on the day and year first above written.

FOR THE CONTRACTOR:

Name Under Which Business is Conducted: _____

Business Address: _____

City/State/Zip: _____

Telephone No.: _____ Facsimile No.: _____

If PARTNERSHIP, sign here: The undersigned certify that we are partners in the business named above and that we sign this contract proposal with full authority to do so (one or more partners sign).

**FOR THE GOLDEN GATE BRIDGE, HIGHWAY
AND TRANSPORTATION DISTRICT:**

Albert J. Boro
President, Board of Directors

Janet S. Tarantino
Secretary of the District

APPROVED AS TO FORM:

Attorney for the District

SAMPLE CONTRACT

IN WITNESS WHEREOF, the District has caused these presents to be executed by the District's officer thereunto duly authorized, and the Contractor has subscribed same, all on the day and year first above written.

FOR THE CONTRACTOR:

Name Under Which Business is Conducted: _____

Business Address: _____

City/State/Zip: _____

Telephone No.: _____ Facsimile No.: _____

IF CORPORATION, execute here*: The undersigned certify that they sign this contract proposal with full and proper authorization to do so.

Corporate Name: _____

By: _____ Title: _____

By: _____ Title: _____

Incorporated under the laws of the State of _____

(Corporate Seal)

** If the Contractor is a corporation, this Contract must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws.)*

FOR THE GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT:

Albert J. Boro
President, Board of Directors

Janet S. Tarantino
Secretary of the District

APPROVED AS TO FORM:

Attorney for the District

SAMPLE CONTRACT

IN WITNESS WHEREOF, the District has caused these presents to be executed by the District's officer thereunto duly authorized, and the Contractor has subscribed same, all on the day and year first above written.

FOR THE CONTRACTOR:

Name Under Which Business is Conducted: _____

Business Address: _____

City/State/Zip: _____

Telephone No.: _____ Facsimile No.: _____

If JOINT VENTURE, execute here: The undersigned certify that they sign this contract proposal with full and proper authorization to do so.

By: _____ Title: _____

By: _____ Title: _____

Incorporated under the laws of the State of _____

**FOR THE GOLDEN GATE BRIDGE, HIGHWAY
AND TRANSPORTATION DISTRICT:**

Albert J. Boro
President, Board of Directors

Janet S. Tarantino
Secretary of the District

APPROVED AS TO FORM:

Attorney for the District

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS,

WHEREAS, GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT (hereinafter referred to as "District") has entered into a Contract with _____ (hereinafter referred to as "Principal") for _____ (hereinafter referred to as the "Contract"); and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond of faithful performance of said Contract;

NOW, THEREFORE, we, the Principal, and _____, as a California admitted Surety, are held and firmly bound unto the District, in the penal sum of _____ Dollars (\$_____) lawful money of the United States, being a sum equal to twenty percent (20%) of the Proposal Price, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the District, shall promptly and faithfully perform the covenants, conditions and agreements in the said Contract until the completion, delivery and acceptance of said work, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the District as stipulated in the Contract, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

No change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such change, alteration, modification, or addition.

Whenever Principal shall be and declared by the District to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at District's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the District, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse the District for all costs the District incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District or its successors or assigns.

In the event suit is brought upon this bond by the District, Surety shall pay reasonable attorney's fees and costs incurred by the District in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals the _____ day of _____, 2010, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Note:

To be considered complete, both the Principal and an admitted surety insurer authorized by the California insurance commissioner to transact surety business in the State of California must sign the Performance Bond, in addition, the surety's signature must be notarized and a copy of the surety's Power of Attorney must be attached.

By: _____

By: _____

(Surety)

(Address)

By: _____

By: _____

ENDORSEMENT TO BE ATTACHED TO WORKERS' COMPENSATION POLICY

POLICY NUMBER: _____

EFFECTIVE DATE: _____ EXPIRATION DATE: _____

NAMED ASSURED AND ADDRESS: _____

This is to certify that the policy indicated above, issued by the

Name and Principal Office of Insurance Company

To the Assured named above is endorsed as follows:

It is understood and agreed the Company waives any right of subrogation against the Golden Gate Bridge, Highway and Transportation District which might arise by reason of any payment under the policy for work performed by Assured under Contract Number _____.

Insurance Company

By: _____

I am an officer ____ employee ____ agent ____
of the above company (indicate which)

Date: _____

AGENTS MUST FURNISH CALIFORNIA
LICENSE NUMBER:

CAUTION: The person executing this Certificate is cautioned to make certain that he/she has authority to execute this Certificate on behalf of the Insurance Company.