

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT
REQUEST FOR PROPOSALS

FOR

ONBOARD SECURITY SERVICES FOR FERRY TRANSIT SERVICE

RFP NO. 2009-FT-8

1. PROPOSAL REQUEST

The Golden Gate Bridge, Highway and Transportation District (District) is seeking the services of a firm to provide onboard security services for ferry transit service for a one-year base term, commencing on April 1, 2009, with up to two (2) additional one (1)-year terms exercisable at the sole discretion of the District. Should the District decide to exercise each option, the District will notify the Contractor of its decision in writing at least ninety (90) days prior to the end of the base term or first option term.

2. PROPOSAL TIMELINE

Listed below is the Proposal Time Line that outlines pertinent dates of which the Proposers should make themselves aware:

Tuesday, February 10, 2009	RFP issued to public
Tuesday, February 24, 2009	Requests for clarification due date
Tuesday, March 3, 2009	Response to requests for clarification
Tuesday, March 10, 2009	Proposals due at 2:00 p.m.
Week of March 16, 2009	Proposer interviews (if required)
Friday, March 20, 2009	Staff recommendation forwarded to Proposers

These dates are subject to revision at the District's discretion.

3. SUBMITTAL OF PROPOSALS

A. Requests for Clarification, Correction or Modification of the Proposal Specifications

Any requests for clarification, modification or correction of the Proposal specifications shall be submitted in writing to the Office of the Secretary of the District on **Tuesday, February 24, 2009, by 4:30 p.m., Pacific Local Time**. Any interpretation, change, or correction of said specifications will be made by Addenda only, duly issued by the Secretary of the District no later than **Tuesday, March 3, 2009**. Copies of such Addenda will be mailed or otherwise furnished to each firm

ATTACHMENT A
COST PROPOSAL FORM

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

RFP NO. 2009-FT-8

ONBOARD SECURITY SERVICES FOR FERRY TRANSIT SERVICE

COST PROPOSAL FORM

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

Pursuant to the Notice Inviting Sealed 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 Request for Proposals 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.

PROPOSAL BELOW INCLUDES ALL APPLICABLE CHARGES, INCLUDING LABOR, INSURANCE, AND ALL OTHER COSTS NECESSARY FOR FURNISHING OF ALL EQUIPMENT AND THE PERFORMANCE OF ALL SERVICES CALLED FOR UNDER THE CONTRACT.

RFP NO. 2009-FT-8

ONBOARD SECURITY SERVICES FOR FERRY TRANSIT SERVICE

GIANTS' HOME GAMES				
DESCRIPTION	ANNUAL RATE FOR YEAR 1 (Based on 79 Home Games)	ANNUAL RATE FOR YEAR 2 (Based on 79 Home Games)	ANNUAL RATE FOR YEAR 3 (Based on 79 Home Games)	GRAND TOTAL NOT TO EXCEED PROPOSED COST (Sum of Years 1 through 3)
SECURITY SERVICES FOR GIANTS' HOME GAMES				\$
SPECIAL EVENTS				
DESCRIPTION	HOURLY RATE FOR YEAR 1	HOURLY RATE FOR YEAR 2	HOURLY RATE FOR YEAR 3	
SECURITY SERVICES FOR SPECIAL EVENTS				

The Cost Proposal Form must be signed on the next page (Cost Proposal Form Page 2). Proposals submitted in any other form will be considered non-responsive and may be rejected.

Name Under Which Business is conducted: _____

Business Address: _____

Telephone Number: _____ Facsimile Number: _____

MANDATORY SIGNATURE(S)

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 Contract Proposal with full authority to do so:

IF CORPORATION, two corporate officers sign 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 _____

** If the Contractor is a corporation, this Cost 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 Cost 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 Contract Proposal with full and proper authorization to do so:

Joint Venture Name: _____

By: _____ Title: _____

By: _____ Title: _____

DOCUMENTS TO ACCOMPANY COST PROPOSAL:

Items 6 A-F of the Request for Proposal Documents must accompany the Cost Proposal for a Proposal to be deemed responsive.

receiving a set of specifications. All oral modifications of these conditions or specifications are void and ineffective. The District reserves the right to reject any Proposal that contains unauthorized conditions or exceptions.

B. Proposal Due Date

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 hard copy 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. 2009-FT-8, Onboard Security Services for Ferry Transit Service,**" and plainly endorsed with Proposer's name and address. Proposals will 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, March 10, 2009, by 2:00 p.m., Pacific Local Time.** Proposals received after the time and date specified will not be considered. The District is not responsible for delayed deliveries 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 Proposer to the Proposal. All Proposals without the appropriate signature(s) may be deemed non-responsive and may result in the rejection of the Proposal.

District staff will review all Proposals received and several finalists may be selected. These finalists may be invited to an oral interview. Please reserve the week of March 16, 2009, as the tentative week planned for finalist interviews, should interviews be conducted. It is requested that the attendees be restricted to those individuals who will have direct involvement with the services.

C. Proposal Forms and Sample Documents

The following documents are included in this Request for Proposals (RFP). Attachments A, B, D, and E must be completed and submitted with the Proposal.

Attachment A	Cost Proposal Form
Attachment B	Sample Certificate of Insurance
Attachment C	Sample Agreement
Attachment D	Acknowledgment of Addenda
Attachment E	Statement of Qualifications and References
Attachment F	2009 Giants Home Game Schedule

4. DESCRIPTION OF DISTRICT

The Golden Gate Bridge, Highway and Transportation District is a California Special District created by the Legislature in 1923 and subject to regulation under the Bridge and Highway District Act, as amended (see California Streets & Highways Code Section 27000 et seq.). The District is governed by a 19-member board comprised of members representing the City and County of San Francisco, Marin County, Sonoma County, Napa County, Mendocino County and Del Norte County.

The District operates and maintains the Golden Gate Bridge and a fleet of buses and ferryboats. Golden Gate Ferry currently operates five passenger ferries between Larkspur and San Francisco and between Sausalito and San Francisco. An active fleet of approximately 202 buses operates in Marin, Sonoma, Contra Costa, and San Francisco counties. The District operates two retail operations, a gift shop and a café/snack bar. The District receives funds primarily from Bridge tolls, transit fares and federal, state and local grants.

The District is based in San Francisco and consists of four operating divisions, Bridge, Bus, Ferry, and Visitors Services & Concessions, as well as an administrative District Division. The District Division has no revenues and all its expenses are allocated to general and administrative expenses in the operating divisions.

5. SCOPE OF SERVICES

A. Overview

It is the intent of the District to award a contract for furnishing personnel to provide unarmed security services on those District ferries transporting customers to and from the AT&T Baseball Park. In addition to the home games served by the Golden Gate Ferry, Proposer shall provide hourly services for other events and assignments. The 2009 schedule of ferry crossings to the Giants' 79 home baseball games is attached as Attachment F. For purposes of providing a price proposal assume a single guard for each game and for Year 2 and 3, assume a 79-home game schedule. The baseball ferry departs from the Larkspur Ferry Terminal and arrives at Willie McCovey Cove next to the ballpark in San Francisco. The ferry departs from the ballpark 30 minutes after the last out. The crossing is approximately one hour in duration. Passenger loads vary from 300-700.

B. Required Duties of Contractor's Security Personnel

The Contractor's security personnel is to confirm with Operations Supervisor one week prior to each home stand the departure times, as the baseball schedule is subject to change. One hour before departure to the ballpark, the security personnel shall check in with the Operations Supervisor on duty and the Vessel Master assigned to the baseball boat. One hour before departure to the ballpark, the security personnel shall circulate throughout the Larkspur Parking lot to shut down any tailgating or public drinking in the lot. Thirty minutes before departure, the security personnel shall assist as needed with passenger screening and notification of said screening. Upon completion of the passenger loading, the security personnel shall board the ferry and circulate throughout the boat inside and outside. The primary duty of the security personnel is to observe and report issues pertaining to the safety and security of District property, employees, and customers. Upon arrival to the ballpark, the security personnel shall be available to the Vessel Master for direction for passenger unloading. After all passengers have exited the vessel and security personnel has confirmed with the Vessel Master, security personnel are free from services until the end of the seventh inning at which time they are to check back in with the Vessel Master to prepare for passenger loading and screening. Upon completion of passenger loading, security personnel shall resume responsibilities described above while the vessel is heading back to the terminal. Upon arrival back to the terminal, security personnel shall be available to the Vessel Master for passenger unloading. It is the District's expectation that security personnel shall remain on premises to complete any necessary reporting as a result of any activities that may have occurred during the trip. The security personnel shall act as a deterrent to acts of misconduct, both criminal and civil, and work closely with the Vessel Master and crew of District vessel to facilitate the safety and security of customers and employees of the District while on District property and to identify, eliminate/minimize, and report hazardous

conditions. The security personnel may enforce applicable local, state and federal statutes, as well as District rules and policies, as necessary.

C. Required Licenses

Contractor shall provide assurances in its proposal that all security personnel shall possess the following licenses and certifications. Satisfactory evidence of compliance is required of all security personnel prior to commencing work.

- (1) California Bureau of Security and Investigative Services (“BSIS”) Guard Registration
- (2) CPR and First Aid Training
- (3) Transportation Worker Identification Credential (TWIC™) is required for every individual assigned to the ferry security.

D. Other

Security personnel shall be clearly identified with identification badges, shirts and windbreakers/jackets with “Security” clearly visible.

6. PROPOSAL CONTENT

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that Proposals include the following basic format. The Contractor is expected to provide services as outlined in this RFP and prepare its response to fully address its ability to satisfy these components. Although the District is not specifying a page limit, **clarity and conciseness are essential** and will be considered in assessing the Proposer’s capability.

A. Cover Letter - A signed cover letter should be on company letterhead clearly stating the name of the Proposer’s firm, business address, telephone and fax numbers, and email address. The following information should be provided:

1. Year Business Established
2. Type of Organization (individual, partnership or corporation)
3. Confirm acceptance of the Sample Agreement. See Subsection 9.B. below.

4. A statement that binds the Consultant to the proposed scope of services and cost proposal for ninety (90) calendar days.
 5. Indicate whether there are any conflicts of interest that would limit your ability to provide the requested services. See Section 11.
 6. Provide any required disclosures pursuant to the Levine Act. See Section 12.
- B. Qualifications and Experience** - Please complete and submit the Statement of Qualifications and Business References form, attached as Attachment E.
- C. DBE Participation** - Contractors are strongly encouraged to obtain Disadvantaged Business Enterprise (DBE) participation on this project, although there is no contract-specific DBE goal. Please indicate whether firm is a certified DBE and include a copy of the firm's DBE certification with the proposal. If any subcontractors/subconsultants/suppliers will be used, please identify which of the subcontractors/subconsultants/suppliers are DBEs and provide copies of their DBE certifications. For DBE questions or assistance, contact Gail Jackson, DBE Program Administrator, at (415) 257-4581.
- D. Acknowledgement of Addenda (Attachment D), if applicable**
- E. Certificate of Insurance** - Provide a completed sample Certificate of Insurance (Attachment B) evidencing the coverage types and the minimum limits required as described in Section 12 of the Services Agreement (Attachment C). The District requires this information to facilitate completing contract formalities in a timely manner, if an award is made.
- F. Cost Proposal** - A price shall be provided with each proposal using the Cost Proposal Form, see Attachment A. Cost proposal provided for Year 1 will be based on the anticipated 79 home games in 2009. For cost proposals for Year 2 and 3, assume a 79-home game schedule. In addition to the home games served by the Golden Gate Ferry, Proposer shall provide hourly rates for other events and assignments. This form must be filled out completely and fully executed. Price proposals submitted on any other format will be considered non-responsive and may cause rejection of the proposal. Escalation clauses shall not be included and may result in rejection of the proposal. Prices quoted shall include all items of labor, material, tools, equipment, supplies, insurance, fees, rents, leases, and all other costs associated with or necessary to fully provide services to the District pursuant to this RFP. All prices offered shall remain firm for ninety (90) days following submission.

7. WITHDRAWAL OF PROPOSAL

Submission of a Proposal shall constitute a firm offer to the District for ninety (90) calendar days from the submission deadline for Proposals.

A Proposer may withdraw its Proposal anytime before the date and time when Proposals are due, without prejudice, by submitting a written request for its withdrawal to the Secretary of the District. A telephone or electronic mail request is not acceptable.

8. **SELECTION CRITERIA**

The District intends to award a Contract to the most qualified firm submitting a responsive Proposal. Ranking will be based on a maximum of 100 points, weighted as indicated below.

In determining the number of points a Proposal will receive in each category, the District will consider the Proposal material submitted, references, oral interviews (if applicable), and any other relevant information about a given Proposer. The following criteria will be used in the evaluation of the Proposals:

A. Firm's Maritime Experience and Qualifications, including Key Personnel	60%
B. Cost Proposal	30%
C. References	10%

The District may reject any Proposal in which the qualifications or prices are not deemed to be within an acceptable or competitive range. The District may seek clarifications from any or all Proposers regarding their Proposals, or may request that Proposers submit modified Proposals or best and final offers.

Following the initial review and screening of the written Proposals, using the Selection Criteria described above, one or more companies *may* be invited to participate in the final selection process, which may include:

- A. Participation in an oral interview.
- B. Submission of any additional information as requested by the District.

Upon completion of review of the written submittals and interviews, the District will rank each firm in accordance with the Criteria above. The District may accept the Proposal or negotiate the terms and conditions of the Contract with the highest-ranked firm. If negotiations are unsuccessful, the District will terminate the negotiations with that firm and may open negotiations with the next-highest-ranked firm. If negotiations with this firm are also not successful, the District may repeat the negotiations process with the next-highest-ranked firm or, at its sole discretion, the District may reject all remaining Proposals.

The District reserves the right to conduct pre-award negotiations with any or all Proposers, and the right to award the Contract without negotiations. The District reserves the right to award the Contract without conducting interviews.

This RFP does not commit the District to awarding a Contract. Proposers shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal process. The District reserves the right to reject any and all Proposals, the right in its sole discretion to

accept the Proposal it considers most favorable to the District's interest, and the right to waive minor irregularities. The District further reserves the right to reject all Proposals and seek new Proposals when such procedure is reasonable and in the best interest of the District.

9. CONTRACT AWARD

A. Recommendation for Contract Award

The Evaluation Committee shall make a recommendation to the General Manager. If an award of Contract is made, the General Manager reserves the right to award the contract to the responsive and responsible Proposer that it deems offers the most advantageous Proposal to the District and best meets the requirements of the District, including technical approach, qualifications and cost.

B. Form of Services Agreement

The firm selected by the District to perform the services outlined in this RFP will be required to execute a Services Agreement, a sample of which is attached as Attachment C. If a Proposer desires any modifications to the agreement, they must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of agreement without modification. Attention is directed in particular, to the Indemnification and Insurance requirements set forth in Sections 11 and 12 of the Agreement.

C. Time for Execution of Contract

The Proposer to whom award is made shall execute the Services Agreement with the District within fifteen (15) calendar days after receiving it for execution.

If the Proposer to whom award is made fails to enter into the Contract as provided, the award will be annulled and an award may, in the discretion of the General Manager, be made to the Proposer whose Proposal is next most acceptable in the opinion of the General Manager. Such Proposer shall fulfill every stipulation of the RFP as if it were the party to whom the first award was made.

D. Manner of Execution of Contract

If the Contractor is an individual, the Contract shall be executed by the individual 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 (1) of them. If the Contractor is a corporation, it must be executed by two (2) officers of the corporation, or by a person authorized by the corporation to execute written Contracts on its behalf, with the corporate seal affixed to the Contract. 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 (1) 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 to do so.

E. Documents Deemed Part of the Contract

The RFP, including all attachments, RFP Addenda, if any, the Contractor's Proposal as accepted by the District, and approved contract amendments, will be deemed a part of the Contract and will constitute the Contract Documents. The Contract Documents shall be interpreted according to the following documents, in the following order of precedence:

- Contract Amendments
- Contract
- Addenda (if any) to Request for Proposals
- Request for Proposals
- Contractor's Proposal

Notwithstanding the above order or precedence, in the event of a conflict among any of the listed documents, the more stringent provision shall apply. The determination of stringency shall be at the District's sole discretion.

10. 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 Proposal 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 Secretary of the District within forty-eight (48) hours of receipt of notice of staff recommendation of award. 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 Secretary of the District, 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.

11. CONFLICT OF INTEREST

By submitting a Proposal, the Proposer represents and warrants that no 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 there from, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 *et seq.* or Sections 87100 *et seq.* during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, the Proposer may be required to publicly disclose financial interests under the District's Conflict of Interest Code. The Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by the District upon receipt. 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, the Proposer 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 twelve (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, awards or revocation of a permit, license, grant or Contract.

The Contractor shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or Contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the District. The Contractor shall not engage the services of any Subcontractor or Consultant on any work related to this Agreement if the Subcontractor or Consultant, or any employee of the Subcontractor or Consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement, the Contractor becomes aware of an organizational conflict of interest in connection with the work performed thereunder, the Contractor immediately shall provide the District with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The Contractor's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. The District will consider the conflict presented and the alternatives proposed and meet with the Contractor to determine an appropriate course of action. The District's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, the Contractor must maintain lists of its employees, and the Subcontractors and Consultants used and their employees. The Contractor must provide this information to the District upon request. Submittal of such lists does not relieve the Contractor of its obligation to assure that no organizational conflicts of interest exist.

12. LEVINE ACT

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act that applies to elected officials who serve on appointed Boards such as the District. The Levine Act prohibits any District Board Member from participating in or influencing the decision on awarding a Contract with the District to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the District Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, District Board Members are prohibited from soliciting or accepting a contribution from a party applying for a Contract while the matter of awarding the Contract is pending before the District or for three months following the date a final decision concerning the Contract has been made.

Proposers must disclose on the record any contribution of \$250.00 or more that they have made to a District Board Member within the twelve-month period preceding submission of your Proposal. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you have made a contribution that needs to be disclosed, **you must include this information with your Proposal.**

13. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between the District and the Contractor shall be available to the public.

If the Contractor believes any communication contains trade secrets or other proprietary information that the Contractor believes would cause substantial injury to the Contractor's competitive position if disclosed, the Contractor shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. The Contractor may not designate its entire Proposal or Bid as confidential. Additionally, the Contractor may not designate Proposal or Bid Forms as confidential.

If the Contractor requests that the District withhold from disclosure information identified as confidential, and the District complies with the Contractor's request, the Contractor shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Contractor information), and pay any and all cost and expenses related to the withholding of Contractor information. The Contractor shall not make a claim, sue or maintain any legal action against the District or its directors, officers, employees or agents in connection with the withholding from disclosure of Contractor information.

If the Contractor does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without liability to the District.

14. EX PARTE COMMUNICATION

Proposers and Proposers' representatives may not communicate orally with an officer, director, employee, or agent of the District, with the exception of the Secretary of the District regarding this RFP until after a Notice to Proceed has been issued by the District. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the District during a public meeting.

In the context of the RFP, an "ex parte communication" is any communication between a Proposer (or the Proposer's representative) and the District's General Manager, Board Member, officer of employee, regardless of who initiates the communication, other than as part of the procurement process specified herein, before the District issues a Notice to Proceed, unless it is in writing and available for disclosure to the general public.

15. WAIVER

The Proposer shall present 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 Contract Documents; 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 against the District for costs incurred in preparing a Proposal and responding to this RFP.

16. 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 Regulation 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 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 bidding and award process and to assist DBEs to develop and compete successfully outside 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 that the Contractor 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 Subconsultants in the performance of this Contract:

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin or sex 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. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of this contract that may result in the termination of this contract or such other remedy as the District deems appropriate.

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

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

ATTACHMENTS:

Attachment A: Cost Proposal Form
Attachment B: Sample Certificate of Insurance
Attachment C: Sample Agreement
Attachment D: Acknowledgment of Addenda
Attachment E: Statement of Qualifications and References
Attachment F: 2009 Giants Home Game Schedule

ATTACHMENT B

SAMPLE CERTIFICATE OF INSURANCE

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 - COMP/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 OTHER	
	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: _____		

ATTACHMENT C
SAMPLE SERVICES AGREEMENT

**SERVICES AGREEMENT
RELATIVE TO
REQUEST FOR PROPOSALS (RFP) NO. 2009-FT-8,
ONBOARD SECURITY SERVICES FOR FERRY TRANSIT SERVICE**

THIS AGREEMENT is made as of the _____ day of _____, 2009, by and between the GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT (hereinafter referred to as "District") and _____ (hereinafter referred to as "Contractor").

WHEREAS, the District desires to obtain services in connection with providing onboard security services relative to Request for Proposals (RFP) No. 2009-FT-8, Onboard Security Services for Ferry Transit Service; and

WHEREAS, the District has issued an RFP dated _____, 2009, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the Contractor desires to provide such services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated _____, 2009, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The Contractor agrees to provide services to the District in accordance with the terms and conditions of this Agreement. In the performance of its work, the Contractor represents that it (1) has and will exercise the degree of care, skill, efficiency, and judgment of Contractors with special expertise in providing security services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES

The scope of the Contractor's services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

3. SCHEDULE AND TIME OF COMPLETION

The term of this Agreement shall commence upon the District's issuance of a written notice to proceed and, unless the Agreement is terminated sooner pursuant to Section 18, shall continue for a one-year period. The District, at its sole discretion, may exercise an option to extend the Agreement, at the prices set forth in Exhibit B, for two additional one-year terms.

4. **KEY PERSONNEL**

It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of the Contractor to undertake, render and oversee all of the services under this Agreement. Upon written notice by the Contractor and approval by the District, which will not be unreasonably withheld, the Contractor may substitute this person with another person, who may possess similar qualifications and experience for this position.

5. **COMPENSATION**

The Contractor agrees to perform all of the services included in Section 2 for a total all inclusive sum not-to-exceed fee of _____ (\$_____), in accordance with Exhibits A and B. The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the Contractor. In event the District exercises its options, the fees for security services will be \$_____ for 2010 and \$_____ for 2011. The District will pay the Contractor in accordance with Section 13.

6. **NOTICES**

All communications relating to the day-to-day activities of the project shall be exchanged between the District's _____ and the Contractor's _____.

All other notices and communications regarding interpretation of the terms of this contract and changes thereto shall be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the District: Golden Gate Bridge, Highway and Transportation District
Administration Building
Golden Gate Bridge Toll Plaza
P.O. Box 9000, Presidio Station
San Francisco, CA 94129-0601
Attention: _____

If to the Contractor: _____

Attention: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

7. OWNERSHIP OF WORK

All reports and materials prepared, or in the process of being prepared, for the services to be performed by the Contractor shall be and are the property of the District. The District shall be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Contractor or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the District. If any materials are lost, damaged or destroyed before final delivery to the District, the Contractor shall replace them at its own expense and the Contractor assumes all risks of loss, damage or destruction of or to such materials. The Contractor may retain a copy of all material produced under this Agreement for its use in its general business activities.

8. CONFIDENTIALITY

Any District materials to which the Contractor has access or materials prepared by the Contractor during the course of this Agreement ("confidential information") shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The Contractor, its employees, subcontractors, and agents shall not release any reports, information or other materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of the District.

9. USE OF SUBCONTRACTORS

The Contractor shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written contract with the Contractor with provisions allowing the Contractor to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 7. The Contractor shall be solely responsible for reimbursing any subcontractors, and the District shall have no obligation to them.

10. CHANGES

The District may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation

specified herein, the Contractor shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to the District prior to the time that the Contractor performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION

The Contractor shall indemnify, keep and save harmless the District and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any injury to persons or damage to property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the Contractor caused by a negligent act or omission or willful misconduct of the Contractor or its employees, subcontractors or agents.

The Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against the District or any of the other individuals enumerated above in any such action, the Contractor shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

12. INSURANCE

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 the 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 Agreement, 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, including any subcontractor, shall be deemed to be the Contractor's agent and shall be subject to all applicable terms of this Agreement. Prior to the Contractor's start of the work or entry onto the District's property, the Contractor agrees to require its subcontractors to procure and maintain, at the Contractor's (or its subcontractor(s)) sole cost and expense (and to prove to the District's reasonable satisfaction that it remains in effect throughout the performance of the work under this Agreement), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this

Agreement and will be at the sole cost and expense of the Contractor (or its subcontractor(s)).

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 Agreement, 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 Contractor 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 Agreement, the Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance *including an endorsement for incidental United States Longshore and Harborworkers and Jones Act Coverage*, 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 Golden Gate Bridge, Highway and Transportation 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) Professional Liability Insurance

Consultant shall also maintain Professional Liability Insurance covering Consultant's performance under this Agreement with a limit of liability of Five Million Dollars (\$5,000,000) for any one claim. This insurance shall be applicable to claims arising from the work performed under this Agreement. Prior to commencing work under this Agreement, Consultant shall furnish to District a Certificate of Insurance or certified copy of the insurance policy if requested, indicating compliance with the requirements of this paragraph. This certificate or policy shall further stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to District.

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 Agreement, 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 Agreement.

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

13. MANNER OF PAYMENT

The Contractor shall submit progress billings at the end of each month. Charges will be based upon a pro rated share of the yearly lump sum set forth in section 5, as measured by the number of days of service in the month compared to the total number of days of

service per year. For example, if there are 15 home games in a particular month, and 79 home games in a year, Contractor's bill for that month shall be its yearly lump sum amount, multiplied by 15/79, as rounded to the nearest dollar. Any rounding of the bill shall be accommodated in Contractor's final bill such that the total amount paid for the year shall equal the lump sum set forth in section 5. The District shall endeavor to pay approved invoices within thirty (30) days of their receipt.

14. CONTRACTOR'S STATUS

Neither the Contractor nor any party contracting with the Contractor shall be deemed to be an agent or employee of the District. The Contractor is and shall be an independent Contractor, and the legal relationship of any person performing services for the Contractor shall be one solely between that person and the Contractor.

15. ASSIGNMENT

The Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the District.

16. DISTRICT WARRANTIES

The District makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

17. DISTRICT REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the District, the General Manager of the District, or such person or persons as she shall designate in writing from time to time, shall represent and act for the District.

18. DISPUTE RESOLUTION

The District and Contractor agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by the District, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

19. TERMINATION

The District shall have the right to terminate this Agreement at any time by cause or by convenience by giving written notice to the Contractor. Upon receipt of such notice, the Contractor shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a breach or default by the Contractor, the District shall pay to the Contractor in accordance with the provisions of Sections 5 and 13 all sums actually due and owing from the District for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessary incurred by the Contractor to effect such

termination. If the Agreement is terminated for breach or default, the District shall remit final payment to the Contractor in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

The District shall not in any manner be liable for the Contractor's actual or projected lost profits had the Contractor completed the services required by this Agreement.

20. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All Contractor and subcontractor costs incurred in the performance of this Agreement will be subject to audit. The Contractor and its subcontractors shall permit the District, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the Contractor's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the Contractor pursuant to this Agreement. The Contractor shall also provide such assistance as may be required in the course of such audit. The Contractor shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the District's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Contractor agrees to reimburse the District for those costs within sixty (60) days of written notification by the District.

21. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin. The Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

22. NON-DISCRIMINATION ASSURANCE

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the District deems appropriate. 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 Agreement.

23. CONFLICT OF INTEREST

The Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, the Contractor may be required to publicly disclose financial interests under the District's Conflict of Interest Code. The Contractor agrees to promptly submit a Statement of Economic Interest on the form provided by the District upon receipt.

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, the 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 twelve (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.

24. PUBLICITY

The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

25. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

26. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

27. SEVERABILITY

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

28. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

29. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

30. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

31. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

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

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Attorney for the District

FOR THE CONTRACTOR*:

By: _____

Title: _____

By: _____

Title: _____

** If the Contractor is a corporation, this Agreement 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 Agreement 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).*

ACKNOWLEDGMENT 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

ATTACHMENT E

PROPOSER'S STATEMENT OF QUALIFICATIONS AND REFERENCES

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.

2. Are you licensed with the California Bureau of Security and Investigation Services? _____

If yes, License #_____.

3. Describe your firm's process for confirm that your employees are properly registered and licensed.

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

4. Confirm that all agents of the Contractor possess the ability to read, write, speak and understand the English language as well as the ability to communicate with, and relay information to the public as well as District personnel. If not, then explain.

5. How many years has your organization been providing security services under your present business name? _____

6. Detail your organization's and key personnel's maritime security services experience similar to the work you are interested in proposing

7. Describe your firm's employee selection, training, and supervision process.

8. Describe your firm's experience working with the local Police Departments having jurisdiction at the ports served by Golden Gate Ferry.

9. Show all the projects your organization has completed during at least the last five years in the following tabulation: If your organization has been in existence for less than five years, show all the projects your key personnel have completed during the last five years in the following tabulation. (For joint venture work, show the sponsoring individual or company). Attach additional sheets if necessary.

Year	Type of Work	Value of Work	Location	For Whom

10. Have you or your organization, or any officer or partner thereof, failed to complete a contract? _____

If so, give details. Attach additional sheets if necessary.

11. In what other lines of business are you financially interested? Attach additional sheets if necessary.

12. Name the persons with whom you have been associated in business as partners or business associates in each of the last five years. Attach additional sheets if necessary.

13. Give information below about all your contract work underway, or for which you are committed. Attach additional sheets if necessary.

Type of Work	Location	Value	Percent Complete	Scheduled Completion Date	For Whom Performed

14. References: Please list two references for whom you have done work similar in nature to the work you are proposing to do for the District: Attach additional sheets if necessary.

Name	Address	Business	Phone No.

Financial References: Complete as much of the following as is possible or practical. If possible, attach recent audited financial statements.

15. The following bank or banks can provide references as to the financial responsibility of the Proposer: Attach additional sheets if necessary.

Name of Bank: _____

Address: _____

City and State: _____ Telephone: _____

Officer Familiar with Proposer's Account: _____

Name of Bank: _____

Address: _____

City and State: _____ Telephone: _____

Officer Familiar with Proposer's Account: _____

16. The following surety company or companies can provide references as to the financial responsibility and general liability of the Proposer: Attach additional sheets if necessary.

Name of Surety Company: _____

Name of Local Agent (if different): _____

Local Address: Street _____

City and State: _____ Telephone: _____

Person Familiar with Proposer's Account: _____

17. Is any litigation pending against your organization? _____

If so, give details. Attach additional sheets if necessary.

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 District rely thereof in awarding the attached contract.

Signature of Proposer

Title

Dated: _____, 2009