



**RFP No. 2020-BT-001**

**for**

***LEASE OF BUS TIRES***

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LEASE OF BUS TIRES**

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## **NOTICE INVITING PROPOSALS**

**NOTICE IS HEREBY GIVEN** that the Golden Gate Bridge, Highway and Transportation District (District) will receive proposals by way of upload to the District's Procurement Portal: <https://ggbhtd.bonfirehub.com> by **Thursday, June 4, 2020, at 4:00 p.m., Pacific Time**, for the following:

### **REQUEST FOR PROPOSALS (RFP) NO. 2020-BT-001** **LEASE OF BUS TIRES**

The District seeks proposals from qualified firms to provide Lease of Bus Tires.

Hard copy submissions will NOT be accepted. Hard copies received will be returned (unopened) to Proposers without consideration.

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 Artemise Davenport, DBE Program Administrator, at (415) 257-4581.

In order to allow for an adequate evaluation, the District requires an offer in response to this solicitation to be valid and irrevocable for one hundred twenty (120) days after the proposal due date and time. All Proposers will be notified of contract award, if award is made.

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 due date for good cause.

The solicitation documents are available for download on the District's Procurement Portal. In order to download and respond to posted solicitations, Proposers will need to register by visiting the District's Procurement Portal at <https://ggbhtd.bonfirehub.com>. Once registered, to download the documents:

- 1) Go to the District's Procurement Portal: <https://ggbhtd.bonfirehub.com>.
- 2) Under "Action" column of "Open Public Opportunities" page, click on "View Opportunity" next to desired Project.
- 3) Scroll down to "Supporting Documentation" section to download documents.

Requests for modifications or clarifications of any requirement must be submitted in writing by clicking on the "Opportunity Q&A" tab of the "Message" section of the desired Project by **Thursday, May 21, 2020, at 4:00 p.m., Pacific Time**.

**It is the responsibility of the Proposer to check the District's Procurement Portal for any Addenda that may be issued relative to this RFP.** Proposers that accessed any of the documents of the RFP will be notified of the issuance of any Addenda.

For general questions regarding this RFP, please contact Marianne Waterman, Senior Buyer, Bus Division, at (415) 257-4481.

  
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Aida S. Caputo, Contracts Officer

Dated at San Francisco, this 7th day of May 2020.

# **GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT**

## **RFP NO. 2020-BT-001**

### ***LEASE OF BUS TIRES***

#### **1. PROPOSAL REQUEST**

The Golden Gate Bridge, Highway and Transportation District (District) is requesting Proposals from qualified firms to provide leasing of bus tires and related service. It is the District's intention to award a contract for a three (3)-year contract term. In addition, the District reserves the right, in its sole discretion, to exercise two additional one (1)-year option terms to extend the agreement. The successful Proposer will be expected to provide services commencing on August 1, 2020.

#### **2. CONFIDENTIALITY**

The California Public Records Act (Government 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 Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary information by identifying the page numbers and/or sections of the proposal containing such proprietary information and providing the reason why the information should be exempt from public disclosure. Proposer may not designate its entire Proposal as confidential. Doing so, may be grounds for deeming the proposal non-responsive. Additionally, Proposer may not designate Proposal Forms as confidential.

If the Proposer requests that the District withhold from disclosure information identified as confidential, and the District complies with the Proposer's request, the Proposer 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 Proposer information), and pay any and all cost and expenses related to the withholding of the Proposer information. The Proposer 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 Proposer information.

If the Proposer 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.

### 3. **PROPOSAL TIME LINE**

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

Thursday, May 21, 2020 @4:00 p.m.	Written requests for modifications or clarifications are due
Thursday, May 28, 2020 @4:00 p.m.	Response to requests for modifications or clarifications
Thursday, June 4, 2020 @4:00 p.m.	Proposals due

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

### 4. **SUBMITTAL OF PROPOSALS**

#### A. **Requests for Modifications or Clarifications of the Proposal Specifications**

Any requests for modifications or clarifications of the Proposal specifications shall be submitted in writing via the District's Procurement Portal by **Thursday, May 21, 2020, at 4:00 p.m., Pacific Time**. See Notice Inviting Proposals of this Request for Proposals (RFP) for instructions.

Any interpretation, change, or correction of said specifications will be made by Addenda only, duly issued by the District no later than **Thursday, May 28, 2020**. Proposers should check the District's Procurement Portal for any Addenda that may be issued relative to this RFP. Proposers that accessed any of the documents of the RFP will be notified of the issuance of any Addenda. 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**

Final proposals shall be uploaded to the District's Procurement Portal no later than **Thursday, June 4, 2020, by 4:00 p.m., Pacific Time**. Final proposals received after the time and date specified will not be considered. The District is not responsible for any delay for any reason, including technological delays or issues with the proposer's network, and for any damages associated with submissions not received prior to the closing time. The time the proposal is received in the District's Procurement Portal shall determine the official time received. Submission of a Proposal shall constitute a firm offer to the District for one hundred twenty (120) calendar days from the submission deadline for Proposals.

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 , 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 proposed services.

**C. Proposal Forms and Sample Documents**

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

Attachment A	Sample Certificate of Insurance (Posted Separately)
Attachment B	Sample Professional Services Agreement (Posted Separately)
Attachment C	Cost Proposal Form (Posted Separately)
Attachment D	Prime Consultant and Subcontractor/Subconsultant/Supplier Report (Posted Separately)
Attachment E	Description of the Selection Process of Subcontractors/Subconsultants/Suppliers (Posted Separately)
Attachment F	Performance Bond (Posted Separately)
	Submission Instructions (Posted Separately)

**5. 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 composed of members representing the City and County of San Francisco, Marin County, Sonoma County, Napa County, Mendocino County and Del Norte County.

The District is based in San Francisco and consists of three operating divisions, Bridge, Bus, and Ferry, 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.

The District operates and maintains the Golden Gate Bridge and a fleet of buses and ferryboats. Golden Gate Ferry currently operates seven passenger ferries from Larkspur, Tiburon, and Sausalito in Marin County to San Francisco. An active fleet of buses operates

in Marin, Sonoma, Contra Costa, and San Francisco counties. The District receives funds primarily from Bridge tolls, transit fares and federal, state and local grants.

## 6. **SCOPE OF SERVICES**

### A. **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 101 Perry 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 35-, 40-, 45-foot long and 102" wide, 6, or 8 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:

- (1) 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.
- (2) Local and feeder service.

### B. **Tires**

Tires to be provided under this specification and any future tires provided under this Contract shall be subject to District approval for conformity under this specification. 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 manufactures' speed and weight limits of District buses and general transit or commuter operating conditions. To maintain speedometer accuracy, the standard size tire for all buses shall be equal to 315/80Rx22.5,



except for 9 buses consisting of two (2) BYD electric 35-foot buses and seven (7) New Flyer hybrid 35-foot buses which shall be 305/70Rx22.5, low profile, with a minimum 18-ply rating radial or approved equal.

Bridgestone R249 315/80R22.5, Load Range L, 75 mph intercity tire is approved as an 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. 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.

**C. 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 or re-groove 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/wheel 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.

**D. 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 ("**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. Contractor's Tire Service Personnel may not also be employees of the District during the term of this Contract.

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:

- (1) Up to 10,000,000 annual bus miles, the Contractor shall provide the District with two full-time service personnel.
- (2) 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.
- (3) 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.

- (1) Up to 833,333 bus miles per month for three consecutive months, two service personnel shall be provided to the District.
- (2) 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.
- (3) 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**") made available by the District, including but not limited to:

- (1) Unload and stack new tires
- (2) Change wheels at service location
- (3) Maintain correct tire inflation
- (4) Spin balance tires. Tires shall be balanced using heavy-duty wheel balancer, John Bean model 9800, *COATS Models 6450 or 6401*, or approved equal.
- (5) Mount and dismount tires
- (6) Rotate tires
- (7) Re-groove tires
- (8) Clean wheels
- (9) Visually inspect front-end alignment, and notify Fleet & Facilities Superintendent of buses out of alignment.
- (10) Visually inspect for loose or missing lug nuts, damaged studs, and condition of wheels, including damage, cracking and wear. Replace wheels as needed.

- (11) 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 in six month intervals.
- (12) Notify Fleet & Facilities Superintendent if wheels require refurbishing.
- (13) Ensure timely refurbishment of wheels.
- (14) Record any visible defects that might cause abnormal or excessive tire wear or create an unsafe condition. If any such defects are discovered during inspections, the Contractor shall prepare and submit a written report of the same, and submit the report to the Fleet & Facilities Superintendent.
- (15) 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.
- (16) The Contractor shall notify the Fleet & Facilities Superintendent if the supply of wheels reaches inadequate quantity.
- (17) Maintain and have available at all times for District inspection, records of tire changes showing wheel position and date of change, tire re-grooving, etc.
- (18) Perform tire tread depth and safety inspections on available tires at all locations to assure legal and safe operation, including San Rafael, Novato, San Francisco, and Santa Rosa.
- (19) Provide a list of tire tread depth for every available bus in the fleet to the Fleet & Facilities Superintendent by the 15th of each month.
- (20) Provide a list of damaged tires and tread depth for District inspection and verification.
- (21) 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 re-grooved, 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.
- (22) In regard to District-owned tires for non-revenue vehicles, the Contractor shall be responsible for changing and spin balancing all tires that exceed 16 inches. Currently, the District owns Twenty Six vehicles with tires

exceeding 16 inches, and the average number of tires changed annually is 50.

- (23) The District may, as an option, require lug nut tightening to be performed with a pneumatic, non-impacting torque wrench such as a Snap-On dual speed pneumatic torque wrench, model PTQ1, or approved equal. The District will notify the Contractor, in writing, at least thirty (30) days prior to implementation of this change. The District will implement the same procedures and equipment requirement for use in the Bus Maintenance Department.
- (24) Tire Service Personnel shall be required to operate District vehicles including buses, cars, trucks and forklifts on District property only, as required to perform their job duties. The District will provide training for the safe operation of equipment.

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.

**E. 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 ("**Manifest**") 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.

**F. 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:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) Visually 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.
- (5) Apply orange powder coat (Interpon 200 #PF001QF, Non-emissive orange) 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.
- (6) 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.
- (7) 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 not be applied to lug nut area of hub piloted wheels if the Contractor determines the powder coat might allow lug nuts to loosen prematurely. In these cases, this area will be painted white.

**G. 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 also known as the ("**Main Shop**"). Currently, the District's active fleet is 177 buses, which travel approximately 6,167,246 bus miles annually (513,937 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 on/off bus 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.

**H. Bus Fleet Composition**

The Contractor shall furnish and maintain tires for the buses listed below:

Manufacturer	Model	<u>Year</u>	<u>Length</u>	<u>Width</u>	<u># Tires</u>	<u># Passenger Seats</u>	<u># Active</u>	<u># Contingency</u>
<b>BYD</b>	Electric	2018	35 foot	102"	8	30	2	0
<b>Gillig</b>	Low Floor	2020	40 foot	102"	8	38	11	0
<b>Gillig</b>	Low Floor	2019	40 foot	102"	8	39	67	0
<b>Gillig</b>	Low Floor	2017	40-foot	102"	8	38	10	0
<b>MCI</b>	D4500	2010	45-foot	102"	8	57	23	0
<b>MCI</b>	D4500	2012	45-foot	102"	8	57	32	0
<b>MCI</b>	D4500	2015	45-foot	102"	8	57	25	0
<b>Orion</b>	V	2003	40-foot	102"	6	41	0	10
<b>New Flyer</b>	DE35LF	2010	35-foot	102"	6	29	7	0
Total							177	10

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 and value to be applicable to such type of tire.

**I. 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 *final assembly in the United States*. 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.

**J. 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 6-D above. 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.

**K. Tools and Equipment**

All such tires shall be serviced by the Contractor in the manner set forth in Section 6-D above. The then current service rate shall apply for the Contractor's servicing of said tires.

**L. Damage/Loss of Tires**

- (1) **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 or improper use 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 or improper use 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 Sample Professional Services Agreement - Section 20-A "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 approval.

- (2) **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 L-1 above. The District shall limit

payment for spare tires to 20% of the actual number of tires on District buses at any one time.

- (3) **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 Sample Professional Services Agreement Section 20-A "Buy-Out" Option. 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.
- (4) When a tire is not available for inspections, whether lost, stolen or otherwise missing, or destroyed by fire, involved in a collision or accident, District shall not reimburse the Contractor in excess of fifty percent of the current value of a similar tire, unless the Contractor can provide an auditable accounting of the tire's accurate mileage just prior to the loss.

**M. 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.

**N. Branding (Identification) of Tires**

All tires shall be uniquely branded prior to delivery for identification purposes. The Contractor shall maintain records regarding the branding of the tires. *These records shall include date of manufacture, number of tires, location of tires, etc.*

**O. 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 L-1 above**.

**P. Unusable Tires**

The District will furnish space to accommodate a maximum of 70 unusable/damaged tires.

**Q. Title**

Unless specified otherwise by the District pursuant to the Agreement, title to and ownership of all tires and equipment furnished by Contractor shall not pass to the District upon delivery, but will remain with Contractor unless and until the District has made complete payment for tires and equipment. Title shall only transfer once the District has both completed payment and signed a certificate of acceptance.

**R. 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.

**S. Safety Data Sheets.** Safety Data Sheets ("SDS") for all applicable supplies used/stored shall be kept in the tire room. Copies shall also be provided to the Maintenance/Procurement office. SDS shall be up-to-date at all times. All supplies requiring SDS shall be pre-approved by the District.

**T. Training of Employees.** While performing services on District property, the Contractor shall properly train all *of its* employees in the safe use, handling, storage, and disposal of all chemicals and products used or stored by Contractor on District property. Training shall comply with all federal, state, and local regulations, as applicable. 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.

**U. 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.

- V. **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.
  
- W. **Force Majeure.** 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.
  
- X. **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.

## 7. **ELIGIBILITY REQUIREMENTS**

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. **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.

- B. No Subcontracting.** The successful Proposer may not subcontract any part of this Contract except wheel refurbishment nor delegate any duties to be performed under this Contract without prior written consent of the District.

## **8. PROPOSAL CONTENT**

To achieve a uniform review process and obtain the maximum degree of comparability, Proposals must conform to the following basic format. The successful Proposer is expected to provide services as outlined in this RFP, and Proposers shall prepare their 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 during Proposal evaluation.

- A. Cover Letter** - The signed cover letter should be on company letterhead clearly stating the firm name of the Proposer, business address, telephone and facsimile numbers, and e-mail address. The cover letter should include each of the following:
- Introduce the firm and summarize its qualifications. Discuss other services or specialties that may distinguish the abilities of the Proposer.
  - Name(s) of authorized principals with authority to negotiate and contractually bind the firm.
  - A statement that binds the Proposer to the proposed Scope of Services and cost proposal for **one hundred twenty (120) calendar days**.
  - Confirm acceptance of or indicate exceptions to the Sample Professional Services Agreement. See Subsection 11.B.
  - Indicate whether there are any conflicts of interest that would limit the Proposer's ability to provide the requested services. See Section 13.
  - Provide any required disclosures pursuant to the Levine Act. See Section 14.
  - Acknowledge receipt of all addenda by including the addendum number for each addendum received.
  - If applicable, identify the page numbers and/or sections of the proposal that are deemed confidential and provide reason why the information should be exempt from public disclosure. See Section 2. Attach to the cover letter as a separate page.
- B. Scope of Services** - A demonstration of the Proposer's understanding of the proposed Scope of Services is required as part of the Proposal. The response should outline how the Proposer plans to accomplish the required services, any information or assistance that it expects from the District to complete the requested work, and

other services or specialties that may distinguish the abilities of the Proposer.

**C. Proposer's Qualifications and Experience** - The following information should be included in the Proposal:

- (1) A brief description of the Proposer's qualifications for this Scope of Services and previous experience on similar or related work performed for local governmental agencies, including transportation agencies, if any. This description must include a brief summary of work performed, the period over which the work was completed, for whom it was performed, the location where it was performed, and the size of the Proposer's effort (i.e., cost and period of time).
- (2) The names of the lead individual and all key personnel who would be directly engaged in the performance of the Scope of Services. For each of these individuals, please submit:
  - (a) A description of their qualifications and background, and number of years of experience in providing leasing of bus tires;
  - (b) A list of references, including a brief description of the nature of the work performed by the individual for each reference; and
  - (c) A description of their experience with public agency clients and transportation agencies, if any.
  - (d) List the number of Engineering and Service personnel available to respond to any problems that may arise.
- (3) Provide contact information (Name, Title, Company, E-Mail, Address and Telephone Number) for five (5) work references for which 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. For each client submitted as a reference, Proposer shall supply a brief description of the work performed if not already detailed.
- (4) Provide a list of the factories/manufacturing plants involved in the manufacture of bus mileage tires specified in this RFP.
- (5) 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.

- D. State the Size, Structure, and Location(s) of Firm** - Provide an organization chart that identifies the proposed client management team. Identify the primary staff person who will oversee the District's account and a listing of the names and titles of the staff who will support the District's account and the manner in which direction and supervision shall be exercised over the team by the firm's management and primary staff person.
- E. DBE Participation** - Proposers 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 applicable. If any subcontractors/subconsultants/suppliers will be used, please provide a list of those subcontractors/subconsultants/suppliers, identify which of the firms are DBEs, and provide copies of their DBE certifications. For DBE questions or assistance, contact Artemise Davenport, DBE Program Administrator, at (415) 257-4581.
- F. Financial Stability** - Provide pertinent information to allow the District to reasonably formulate a determination about the financial stability and strength of the Proposer such as financial references, financial statements, or other relevant documentation. Describe any administrative proceedings, claims lawsuits, settlements, or other exposures pending against the Proposer.
- G. Certificate of Insurance** - Provide a completed sample Certificate of Insurance (Attachment A) evidencing the coverage types and the minimum limits required as described in Section 12 of the Professional Services Agreement (Attachment B). The District requires this information to facilitate completing contract formalities in a timely manner, if an award is made.
- H. Cost Proposal** – A cost proposal based upon a fixed all-inclusive fee structure for the services must be submitted on the *Cost Proposal Form*, attached herewith as Attachment C. Proposer must submit tire rates and binding monthly service rates for each year comprising of the three-year base term, and each one-year option term, as noted in the *Cost Proposal Form*, based on the associated requirements detailed in this RFP. Included in the fees shall be all labor, materials, taxes, insurance, subcontractor costs, travel expenses, telephone costs, copying costs, profit, administrative and overhead fees, and all other costs as required in the Agreement.

Proposers should state the Proposed Monthly Fee, multiply it by the number of months, and extend this amount to the Proposed Annual Fee column for each year. Add the Proposed Annual Fee column to provide a “Grand Total, Not-to-Exceed Proposed Price for a Five-Year Term.”

The District reserves the right, at its sole discretion, to exercise up to two additional one-year option terms to extend the contract, at the prices proposed by the successful Proposer in its Cost Proposal. If the District determines to exercise the first and/or subsequent option terms, the District does not need to notify the Consultant of the intention to exercise the option terms. If the District does not want the option term automatically exercised, then the District shall give the Consultant at least thirty (30) days advance written notice of the District’s intention not to exercise the option term.

**9. WITHDRAWAL OF PROPOSAL**

Submission of a Proposal shall constitute a firm offer to the District for one hundred twenty (120) 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 via the District’s Procurement Portal by clicking on the “Opportunity Q&A” tab of the “Message” section of the desired Project. A telephone request is not acceptable.

**10. SELECTION CRITERIA**

The District intends to award a Contract to the most qualified, responsible 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, oral interviews (if applicable), and any other relevant information about a given Proposer. Proposer’s prior experience with the District or with an agency that the Evaluation Committee member may represent can be used in assessing the experience and qualifications of the Proposer. The following criteria will be used in the evaluation of the Proposals:

**A. Proposal Understanding and Approach **0 - 35 Points****

Proposals will be evaluated to ensure that the Proposer has demonstrated an understanding of each of the following elements:

- (1) Knowledge of leasing of bus tires as it relates to the District’s needs.
- (2) Approach to the Scope of Services.

The Proposer’s overall approach to achieving the project purpose will be assessed for its effectiveness, feasibility, responsiveness to the Scope of Services, and thoroughness.



**B. Proposer's Qualifications and Experience 0 - 35 Points**

The capabilities of each responding Proposer will be evaluated in these specific areas:

- (1) Experience in providing the specified services for similar operations and/or entities
- (2) Experience and qualifications of staff assigned to the account, including the proposed staff committed (identified by name), the quality of such staff, and the proper balance of relevant skills; and
- (3) Financial stability of the firm.

**C. Cost Proposal 0 - 30 Points**

This portion of the proposal will be evaluated based on the total not-to-exceed cost for the three-year base term and the two additional one-year option terms as submitted by the Proposer on Attachment C, Cost Proposal Form. A Proposer's failure to submit a completed Cost Proposal may result in the District's determination that the proposal is non-responsive.

The District may reject any Proposal in which the technical approach, qualifications, or costs are not deemed to be within an acceptable or competitive range. The District may seek clarifications or additional information from any or all Proposers regarding their Proposals and may request 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:

- Participation in an oral interview.
- Submission of any additional information as requested by the District.
- Checking the firm's financial stability.
- Reference checks.

Upon completion of the final selection process, the District will rank those firms in the competitive range in accordance with the Selection Criteria above. The District may accept the proposal of the highest ranked firm or enter into negotiations with the top ranked firm or firms regarding cost, terms and conditions or any other portion of the proposal deemed by the District to be necessary. 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 firms, or, at its sole discretion, the District may reject all

remaining Proposals. Firms shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.

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 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.

## 11. CONTRACT AWARD

### A. Recommendation for Contract Award

The Evaluation Committee shall make a recommendation to the District Board of Directors. If an award of Contract is made, the District Board of Directors reserves the right to award the Contract to the responsive and responsible Proposer that is deemed to offer the most advantageous Proposal to the District and best meets the requirements of the District, including technical approach, qualifications, and cost.

### B. Form of Professional Services Agreement

The firm selected by the District to perform the services outlined in this RFP will be required to execute a Professional Services Agreement, a sample of which is attached as Attachment B. **If a Proposer desires any modifications to the agreement, they must be submitted for consideration with the Proposal. Modifications shall be indicated by utilizing the redline feature in track changes. 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. Faithful Performance Bond

Upon execution of the contract, the Consultant shall furnish a bond to guarantee the faithful performance of the contract. The amount of the bond shall be in the amount of fifty percent (50%) of the Total Contract Price per year and renewed yearly at least 90 days prior to the expiration of the previous year's bond for the term of the Contract as a guarantee of good faith on behalf of the Consultant that the term of this Contract shall be complied with in every particular. Failure to renew the

Performance Bond is a material default of the contract. The bond shall be with a California-admitted corporate surety or with two (2) or more sufficient sureties to be approved by the District. 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 as Attachment F. As an alternative to furnishing a bond, the 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.

**D. Time for Execution of Contract**

The Proposer to whom award is made shall execute the Professional 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 may be annulled and an award may, at the discretion of the District Board of Directors, be made to the Proposer whose Proposal is the next most acceptable in the opinion of the District Board of Directors. Such Proposer shall fulfill every stipulation of the RFP as if it were the party to whom the first award was made.

**E. Manner of Execution of Contract**

If the Proposer is an individual, the Contract shall be executed by the individual personally. If the Proposer 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 Proposer 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). If the Proposer is a joint venture, the Agreement must be executed on behalf of each participating firm by officers or other authorized individuals. If the Proposer is an LLC, the Agreement must be executed by an officer or member who is authorized to bind the LLC.

**F. Documents Deemed Part of Contract**

The RFP, including all attachments, RFP Addenda, if any, the Consultant'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 include the documents listed below, in the following order of precedence:

- (1) Contract Amendments

- (2) Professional Services Agreement
- (3) Addenda (if any) to RFP
- (4) RFP
- (5) Consultant's Proposal, as accepted by the District

## **12. PROTEST PROCEDURES**

The District maintains written procedures that must be followed for all Proposal protests. Protests based upon restrictive requirements or alleged improprieties in the RFP procedure shall be filed in writing with the Secretary of the District at [districtsecretary@goldengate.org](mailto:districtsecretary@goldengate.org) 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 intent to award or the 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 Procedures 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.

## **13. 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 Proposer warrants that it has no organizational conflicts of interest at this time. Alternatively, the Proposer must disclose all known organizational conflicts of interest. 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; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other agreement.

See Sample Agreement for additional conflict of interest provisions that will be in effect during the contract term.

**14. LEVINE ACT**

The Levine Act (Government Code Section 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 its Proposal. This duty applies to the Proposer, any member of its team, any agents for the Proposer or other team members and to the major shareholders of any closed corporation that is part of the Proposer's team. If the Proposer has made a contribution that needs to be disclosed, **the Proposer must include this information with its Proposal.**

**15. 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 Procurement staff, Secretary of the District or DBE Program Administrator 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 this RFP, an “ex parte communication” is any communication regarding this RFP between a Proposer (or the Proposer’s representative) and the District’s General Manager, Board Member, officer, employee or consultant, 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.

**16. WAIVER**

By submitting a Proposal, the Proposer represents and warrants 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.

**17. 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 C.F.R. 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 and Small Business Enterprises (SBEs) 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 and SBE participation in the bidding and award process and to assist DBEs/SBEs to develop and compete successfully outside the DBE Program. In connection with the performance of this contract, the Consultant will cooperate with the District in meeting these commitments and objectives. The District reserves the right to require that the Consultant provide additional DBE/SBE information.

Pursuant to 49 C.F.R. §26.13 and as a material term of any agreement with the District, the Consultant 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 **Consultant** shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the **Consultant** 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 Consultant 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 Consultant 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, the Consultant is deemed to have made the foregoing assurance and to be bound by its terms.

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

**ATTACHMENTS:**

- Attachment A: Sample Certificate of Insurance (Posted Separately)
- Attachment B: Sample Professional Services Agreement (Posted Separately)
- Attachment C: Cost Proposal Form (Posted Separately)
- Attachment D: Prime Consultant and Subcontractor/Subconsultant/Supplier Report
- Attachment E: Description of the Selection Process of Subcontractors/  
Subconsultants/Suppliers (Posted Separately)
- Attachment F: Performance Bond  
Submission Instructions (Posted Separately)