

Request for Proposals



GOLDEN GATE BRIDGE
HIGHWAY & TRANSPORTATION DISTRICT

RFP No. 2012-FT-5

for

*MOBILE GOURMET FOOD TRUCKS
AT THE LARKSPUR FERRY TERMINAL*

TABLE OF CONTENTS

***RFP NO. 2012-FT-5
MOBILE GOURMET FOOD TRUCKS AT THE LARKSPUR FERRY TERMINAL***

ITEM	PAGES
1. Notice Inviting Proposals.....	N 1
2. RFP for Mobile Gourmet Food Trucks at the Larkspur Ferry Terminal	RFP 1-18
3. Attachment A: Compensation Proposal Form	CPF 1-2
4. Attachment B: Sample Certificate of Insurance	CI 1
5. Attachment C: Sample Agreement	SA 1-12
6. Attachment D: Acknowledgment of Addenda	AA 1
7. Attachment E: Mobile Gourmet Food Truck Event Location	FTL 1



NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received in the Office of the Secretary of the District, Golden Gate Bridge, Highway and Transportation District (District) either by U.S. Postal Service addressed to its mailing address, P.O. Box 9000, Presidio Station, San Francisco, CA 94129-0601; or by courier or personal delivery to the Administration Building, Golden Gate Bridge Toll Plaza, San Francisco, CA, on **Tuesday, January 24, 2012, by 4:00 p.m., Pacific Standard Time**, for the following:

REQUEST FOR PROPOSALS (RFP) NO. 2012-FT-5 MOBILE GOURMET FOOD TRUCKS AT THE LARKSPUR FERRY TERMINAL

The District seeks proposals for the coordination of mobile gourmet food truck events at the Larkspur Ferry Terminal. The District will not compensate the successful Proposer. Rather, the District will make space available for mobile gourmet food truck events at no cost and the successful Proposer will share a portion of its gross revenue with the District. Proposals shall be submitted on the District's "Proposal Form" and enclosed in a sealed envelope marked "**2012-FT-5, MOBILE GOURMET FOOD TRUCKS AT THE LARKSPUR FERRY TERMINAL,**" and plainly endorsed with the Proposer's name and address.

A Pre-Proposal Conference will be held in the Conference Room at the Larkspur Ferry Terminal, Ferry Division Administration Building, 101 East Sir Francis Drake Boulevard, Larkspur, CA on **Tuesday, January 3, 2012, at 10:00 a.m., Pacific Standard Time.**

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

Requests for modifications or clarifications of any requirement must be submitted in writing on **Tuesday, January 10, 2012, by 4:30 p.m., Pacific Standard Time.**

Proposals will be examined and reported to the District Board of Directors within one hundred and twenty (120) calendar days after the proposals have been opened. The District reserves the right to reject any and all proposals; or to waive any irregularities or informalities in any proposal or in the proposal procedure; or to postpone the proposal opening for good cause. No Proposer may withdraw its proposal for a period of one hundred and twenty (120) calendar days after the date of opening of the proposals. Each Proposer will be notified of award of contract, if award is made.

The RFP Documents are available for download on the District's web site. To download the documents, go to the District's web site home page at <http://www.goldengate.org>, click on Contract Opportunities, scroll down to Ferry Division and look for 2012-FT-5. For those who wish to download the RFP Documents from the District's web site, your name will not appear on the District's "List of Potential Proposers" unless you notify the Office of the Secretary of the District. The District requests that all potential Proposers who download RFP Documents complete the "List of Potential Proposers" form in Word format, posted with the RFP Documents, and return the form to the Office of the Secretary of the District. Ultimately, it is the responsibility of the Proposer to check the District's web site for any Addenda that may be issued relative to this RFP.

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


Janet S. Tarantino, Secretary of the District

Dated at San Francisco, this 20th day of December 2011.

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

REQUEST FOR PROPOSALS

FOR

MOBILE GOURMET FOOD TRUCKS AT THE LARKSPUR FERRY TERMINAL

RFP NO. 2012-FT-5

1. PROPOSAL REQUEST

The Golden Gate Bridge, Highway and Transportation District (District) is requesting Proposals from qualified firms (“Event Planner”) to coordinate Mobile Gourmet Food Truck events at the Larkspur Ferry Terminal. A small scale event shall be hosted at the terminal during every weekday evening throughout the year. A larger scale offering of trucks may be made available on days of special events. The District will not compensate the Event Planner. Rather, the District will provide the space at the Larkspur Ferry Terminal at no cost, and the Event Planner will share with the District a portion of the gross revenues generated by the Food Trucks.

It is the District’s intention to award a contract for a one (1)-year contract term. The District reserves the right, at its sole discretion, to exercise four (4) additional one (1)-year option terms to extend the contract.

The successful Proposer will be expected to provide services commencing in March 2012.

2. PROPOSAL TIME LINE

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

Tuesday, December 20, 2011	RFP issued to public
Tuesday, January 3, 2012	Pre-Proposal Conference at 10:00 a.m., Pacific Standard Time
Tuesday, January 10, 2012	Requests for clarification due by 4:30 p.m., Pacific Standard Time
Tuesday, January 17, 2012	Response to requests for clarification
Tuesday, January 24, 2012	Proposals due by 4:00 p.m., Pacific Standard Time
Week of February 6, 2012 (tentative)	Proposer interviews, if held

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

3. SUBMITTAL OF PROPOSALS

A. Pre-Proposal Conference

There shall be a Pre-Proposal Conference prior to the Proposal submission deadline. District staff will be available to answer general questions pertaining to the Request for Proposals (RFP) and the specifications. Any questions that may require staff research to answer or that will otherwise modify the meaning or intent of this RFP shall be submitted to the District in writing as described in Section B below. The Pre-Proposal Conference will be held on **Tuesday, January 3, 2012, at 10:00 a.m., Pacific Standard Time, in Conference Room at the Larkspur Ferry Terminal, Ferry Division Administration Building, 101 E. Sir Francis Drake Blvd., Larkspur, CA.**

B. Requests for Modifications or Clarifications of the Proposal Specifications

Any requests for modifications or clarifications of the Proposal specifications shall be submitted in writing to the Office of the Secretary of the District by **Tuesday, January 10, 2012, at 4:30 p.m., Pacific Standard 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, January 17, 2012.** Proposers should check the District's web site at <http://www.goldengate.org> and click on Contract Opportunities for any Addenda that may be issued relative to this RFP. Copies of such Addenda will be mailed or otherwise furnished to each firm 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.

C. Proposal Due Date

Proposers are requested to submit one (1) original, ten (10) hard copies, and two (2) CDs, each containing an electronic PDF copy, of the Proposal to the District. In case of any discrepancies, the original will be considered by the District in evaluating the Proposal, and the electronic version is provided for the District's administrative convenience only. Proposals should be submitted in a sealed envelope marked, "**RFP NO. 2012-FT-5, MOBILE GOURMET FOOD TRUCKS AT THE LARKSPUR FERRY TERMINAL,**" and plainly endorsed with Proposer's name and address. Proposals shall be sent or delivered to the following address:

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

Hand Deliver To:

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

Proposals must be received no later than **Tuesday, January 24, 2012, by 4:00 p.m., Pacific Standard Time**. Proposals received after the time and date specified will not be considered. The District is not responsible for deliveries delayed for any reason. The time received in the Office of the Secretary of the District shall determine the official time received. Submission of a Proposal shall constitute a firm offer to the District for one hundred and twenty (120) 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 **February 6, 2012**, 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.

D. Proposal Forms and Sample Documents

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

Attachment A	Compensation Proposal Form
Attachment B	Sample Certificate of Insurance
Attachment C	Sample Agreement
Attachment D	Acknowledgment of Addenda
Attachment E	Mobile Gourmet Food Truck Event Location

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 204 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

Previously, the District's Board of Directors approved a pilot program to allow mobile gourmet food truck events at the Larkspur Ferry Terminal on Friday afternoons and evenings from May to September 2011. The pilot program exceeded District expectations on many levels. With the instant popularity of the event, it became a “gathering place” for many family members of passengers and residents of the community. Customer feedback of the event was very positive.

For this procurement, which seeks proposals to provide services for up to five years, the District is making some modifications to the pilot program by (1) extending the number of days an event is held each week, (2) making it a year round program, and (3) having a larger scale offering on big event days, as more fully described below.

The District will allow the Event Planner entry and use of District property for the placement of gourmet food trucks to sell food and/or beverages at the Larkspur Ferry Terminal. The Event Planner will assume full responsibility for all aspects of the Mobile Gourmet Food Truck events and will cooperate with the District in ensuring that it does not cause disruption or inconvenience to District operations.

The Agreement’s term is for a period of one (1) year, with four (4) additional one (1)-year option terms, exercisable at the District’s sole discretion. An event consisting of no more than three (3) trucks shall be hosted at the terminal during the evenings from Monday

through Friday. The events shall run year round. On days of special events when a large number of people are expected at the ferry terminal, such as certain large events at AT&T Park to which the District operates ferry service from Larkspur, an expanded number of trucks (no more than 10) may be offered.

The specific services to be provided consist of the following:

A. Limited Use of Larkspur Ferry Terminal Facility

The District grants the Event Planner entry to and use of the District's Larkspur Ferry Terminal location (Premises) solely for the purpose of the Mobile Gourmet Food Truck events, and subject to and upon all of the terms, covenants and conditions set forth.

The Event Planner shall be responsible for coordinating and subcontracting with the owner/operator of each food truck (Food Truck) for the sale of food and/or beverages at the Premises as part of the Mobile Gourmet Food Truck events. The Event Planner shall also be responsible for arranging for any additional permitted services associated with the Mobile Gourmet Food Truck events, such as lighting, seating, music or other entertainment (Service Providers).

The Event Planner may use the Premises only at the location set forth on Attachment E. If necessary to accommodate the provision of public transportation services and/or its normal business operations, the District, in its sole discretion, may require modifications to Attachment E at any time, without two weeks' notice, designating or modifying specific times and location for use of the Premises. Subject to the following sentence, the District agrees to meet and confer with the Event Planner prior to any modifications to Attachment E, with the District using best efforts to provide at least two weeks' notice of any District initiated modifications.

Alcoholic beverages may not be sold by any Food Truck or Service Provider while on the Premises. The Event Planner accepts the Premises in its condition as of the commencement of the term of the Agreement. Neither the Event Planner nor Food Truck nor any Service Provider shall alter, modify, remove any portion of, or affix any item to any structure on the Premises at any time during the term of the Agreement, except as specifically authorized by the District.

B. Event Planner Responsibility

(1) General

The Event Planner shall be responsible for all aspects of the Mobile Gourmet Food Truck events including, without limitation, the following:

- Providing all Food Trucks and Service Providers, which shall be subcontractors of the Event Planner.
- Ensuring that Food Trucks and Service Providers meet all the contractual requirements set forth in the Agreement, including the required insurance.
- Collecting payment and reporting information from Food Trucks as set forth in the Compensation and Manner of Payment sections of the Agreement.
- Ensuring that Food Trucks and Service Providers comply with all applicable laws and regulations.
- Bearing full and sole responsibility in the event any District, or third party, property is damaged, or any person is injured during the course of the Mobile Gourmet Food Truck events.
- Ensuring its activities do not disturb District passengers, including pedestrian, bicycle, and vehicular traffic.
- Providing all necessary water, utilities, and sanitation facilities. The Event Planner may make use of the single portable toilet that will be provided by the District during baseball season only. The Event Planner shall be responsible, at its sole cost, for the provision of any additional necessary portable toilets, provided, however, that the Event Planner may not bring any portable toilets on to the Premises without District pre-approval to ensure compliance with the District's permit from the San Francisco Bay Conservation and Development Commission.
- Providing any and all janitorial and maintenance services required for the Mobile Gourmet Food Truck events. The Event Planner shall be responsible for all litter collection and removal. The Event Planner shall discard all trash and debris in the main dumpster in the Employee parking lot at the Premises.

(2) Local Government Agency Approvals

The Event Planner shall be responsible for obtaining any necessary prior approval, including any permits or licenses, from any city or governmental agency having jurisdiction over the Premises to conduct the activities permitted under the Agreement. If the Event Planner is unable to obtain such permits and licenses, the Agreement shall become null and void.

(3) Compliance with Laws--Licensing

At all times, the Event Planner will comply with all applicable federal, state, and local laws and regulations. The Event Planner shall not do or permit anything to be done in, on or about the Premises, or bring or keep anything therein, which will in any way conflict with any law, statute,

ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated by any public authority. The Event Planner shall be responsible for ensuring that all Food Trucks and Service Providers have any and all licenses, permits, and registrations as necessary to comply with any federal, state, or local law or regulation. The Event Planner will also be fully responsible for the Food Truck's and Service Provider's compliance with all applicable federal, state and local laws and regulations. The District shall not be responsible or liable for the Event Planner's, Food Truck's, or Service Provider's violations of these laws and regulations.

(4) **Condition of Premises**

The District makes no warranty or representation of any kind concerning the condition of the Premises, or its fitness for use in the Mobile Gourmet Food Truck events. The District will endeavor to inform the Event Planner of any foreseeable changes to the condition of the Premises that could impact operation of the Mobile Gourmet Food Truck events. The Event Planner is responsible for ensuring that the Premises are suitable for the Mobile Gourmet Food Truck events. The Event Planner accepts the Premises in the condition in which it is in as of the effective date of the Agreement. The Event Planner is responsible for ensuring that the Premises are returned to the District in the same condition as found, both at the end of each day a Mobile Gourmet Food Truck event is in operation, as well as upon expiration or termination of the Agreement. The Event Planner is responsible for providing all set-up and break-down support on a nightly basis. The Event Planner shall ensure that during the Mobile Gourmet Food Truck events, the Premises are continually cleaned and waste is properly disposed of. The Event Planner may place all trash and debris in the District's garbage dumpster at the Larkspur Ferry Terminal.

C. **District Approval of Food Truck and Other Mobile Gourmet Food Truck Event Elements**

The District requires the Event Planner to provide the District with 48 hours' advance notice of the name of each particular Food Truck and Service Provider anticipated to be used on any given day. The Event Planner is required to include the language set forth in Section 10, Responsibility; Indemnification, of the Sample Agreement in each contract it has with each Food Truck or Service Provider. The Event Planner shall provide the District with the following: (i) documentation that the Food Truck has the appropriate licenses necessary for the operation of the Food Truck and the sale of food and/or beverages, (ii) executed copies of any agreement with a Food Truck or a Service Provider, and (iii) a Certificate of Insurance providing evidence that the Food Truck and Service

Provider meets the insurance requirements set forth in the Agreement. The information should be sent to:

Peter Guthlein
Marketing and Communications Director
Golden Gate Bridge, Highway and Transportation District
1011 Andersen Drive
San Rafael, CA 94901

The District shall, in its sole discretion, approve or reject all Food Trucks and Service Providers in advance.

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 Proposer 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 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 following information should be provided:
- Introduce the firm and summarize its qualifications.
 - 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 compensation proposal for **one hundred and twenty (120) calendar days**.
 - Confirm acceptance of or indicate exceptions to the Sample Agreement. See Subsection 9.B.
 - Indicate whether there are any conflicts of interest that would limit the Proposer's ability to provide the requested services. See Section 11.
 - Provide any required disclosures pursuant to the Levine Act. See Section 12.
- 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 with public agencies. This description must include a 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 the coordination of mobile gourmet food truck events;
 - (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.
 - (3) Provide contact information for three references for which the Proposer has provided similar services within the past three years. For each client submitted as a reference, Proposer shall supply a brief description of the work performed if not already detailed under 6.C(1) above.
- 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/sub-consultants/suppliers will be used, please identify which of the subcontractors/sub-consultants/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.
- F. **Financial Stability** - Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the District to reasonably formulate a determination

about the financial stability and strength of the Proposer. Describe any administrative proceedings, claims, lawsuits, settlements, or other exposures pending against the Proposer.

G. Acknowledgement of Addenda (Attachment D), if applicable

H. 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 11 of the Agreement (Attachment C). The District requires this information to facilitate completing contract formalities in a timely manner, if an award is made.

I. Proposal of Compensation to the District – A compensation proposal must be submitted on the *Compensation Proposal Form*, attached herewith as Attachment A. Proposer must submit a binding compensation proposal representing the percentage of the District’s gross revenue share or per event flat fee, whichever is greater. Gross revenue will be based on gross revenues generated by the Food Trucks at each event.

The District reserves the right, at its sole discretion, to exercise up to four (4) additional one (1)-year option terms to extend the contract, at the revenue share proposed by the successful Proposer in its Compensation Proposal. If the District determines to exercise the first and/or subsequent option terms, the District will give the Event Planner at least thirty (30) days’ written notice of its determination to do so.

7. WITHDRAWAL OF PROPOSAL

Submission of a Proposal shall constitute a firm offer to the District for one hundred and 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 to the Secretary of the District. A telephone or email request is not acceptable.

8. 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. The following criteria will be used in the evaluation of the Proposals:

A. Proposal Understanding and Approach 0 - 30 points

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

- (1) Knowledge of coordination of Mobile Gourmet Food Truck events as it relates to the District's needs.
- (2) Objectives of the services.
- (3) 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) The Proposer's past experience of the coordination of Mobile Gourmet Food Truck events and performance on comparable public agency engagements;
- (3) 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;
- (4) Work performed for recent clients; and
- (5) Financial stability of the firm.

C. Compensation Proposal 0 - 35 points

This portion of the proposal will be evaluated based on the proposed District share of the gross revenues generated by the Food Trucks for the one-year base term and the four (4) additional one-year option terms as submitted by the Proposer on Attachment A, *Compensation Proposal Form*. A Proposer's failure to submit a completed Compensation Proposal may result in the District's determination that the proposal is non-responsive.

The District may reject any Proposal in which the Proposer's 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 (those determined to be in the “competitive range”) *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.

References may also be checked during the final selection process.

Upon completion of the final selection process, the District will rank each firm in the competitive range in accordance with the Selection Criteria above. The District may accept the highest-ranked 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 firms, 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 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 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 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 Agreement

The firm selected by the District to perform the services outlined in this RFP will be required to execute an 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 10 and 11 of the Agreement.

C. Time for Execution of Contract

The Proposer to whom award is made shall execute the 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.

D. 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, 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 Proposer is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other authorized individuals.

E. Documents Deemed Part of Contract

The RFP, including all attachments, RFP Addenda, if any, the Event Planner'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) Agreement
- (3) Addenda (if any) to Request for Proposals
- (4) Request for Proposals
- (5) Event Planner's Proposal, as accepted by the District

10. 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 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 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.

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 the Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of the Agreement. Violation of this provision may result in the 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.

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

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 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.**

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 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 marking each page containing such

proprietary information as confidential. Proposer may not designate its entire Proposal as confidential. 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.

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 this 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, 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.

15. 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.

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 Event Planner will cooperate with the District in meeting these commitments and objectives. The District reserves the right to require that the Event Planner provide additional DBE information.

Pursuant to 49 CFR §26.13 and as a material term of any agreement with the District, the Event Planner 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 Event Planner shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Contract. The Event Planner shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Event Planner 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 Event Planner 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 Event Planner 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 Event Planner 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: Compensation Proposal Form
- Attachment B: Sample Certificate of Insurance
- Attachment C: Sample Agreement
- Attachment D: Acknowledgment of Addenda
- Attachment E: Mobile Gourmet Food Truck Event Location

ATTACHMENT A

COMPENSATION PROPOSAL FORM

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

RFP NO. 2012-FT-5

***MOBILE GOURMET FOOD TRUCKS
AT THE LARKSPUR FERRY TERMINAL***

COMPENSATION PROPOSAL FORM

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

Pursuant to the Notice Inviting Proposals, the undersigned Proposer herewith submits a Proposal on the Proposal Form or Forms attached hereto and made a part hereof, and binds itself on award by the Golden Gate Bridge, Highway and Transportation District under this Proposal to execute a Contract in accordance with its Proposal, the Proposal Documents, and the award. The attached Notice Inviting Proposals 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.

THE PROPOSAL BELOW INCLUDES ANY AND ALL MAINTENANCE, SUPPORT, LABOR, MATERIALS, TAXES, PROFIT, ADMINISTRATIVE, OVERHEAD, INSURANCE, AND SUBCONSULTANT COSTS NECESSARY FOR THE PERFORMANCE OF ALL THE SERVICES CALLED FOR UNDER THE FOLLOWING CONTRACT.

RFP NO. 2012-FT-5

MOBILE GOURMET FOOD TRUCKS AT THE LARKSPUR FERRY TERMINAL

REVENUE					
Contract Year	Percentage of District's Share of Gross Revenues Generated by Food Trucks at Each Event	OR	Per Event Flat Fee		
			Standard Event (Monday-Friday, Up to 3 Trucks)	Special Event (Up to 10 Trucks)	
Year 1	_____ %	OR	\$ _____	\$ _____	whichever is greater
Year 2 Option	_____ %	OR	\$ _____	\$ _____	whichever is greater
Year 3 Option	_____ %	OR	\$ _____	\$ _____	whichever is greater
Year 4 Option	_____ %	OR	\$ _____	\$ _____	whichever is greater
Year 5 Option	_____ %	OR	\$ _____	\$ _____	whichever is greater

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

Name Under Which Business is Conducted: _____

Business Address: _____

City/State/Zip: _____

Telephone Number: _____ Facsimile Number: _____

E-Mail Address: _____

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 Consultant is a corporation, this Compensation 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 Compensation 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 COMPENSATION PROPOSAL:

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

ATTACHMENT B
SAMPLE CERTIFICATE OF INSURANCE

Sample Certificate of Insurance

CERTIFICATE OF INSURANCE					CERTIFICATE NUMBER								
- 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.											
PRODUCER 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 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$								
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<table border="1" style="width: 100%; font-size: x-small;"> <tr> <td style="width: 60%;">WC STATUTORY LIMITS</td> <td style="width: 40%;">OTHER</td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE-POLICY LIMIT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE-EACH EMPLOYEE</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	EL EACH ACCIDENT	\$	EL DISEASE-POLICY LIMIT	\$	EL DISEASE-EACH EMPLOYEE	\$
WC STATUTORY LIMITS	OTHER												
EL EACH ACCIDENT	\$												
EL DISEASE-POLICY LIMIT	\$												
EL DISEASE-EACH EMPLOYEE	\$												
	OTHER <input type="checkbox"/> PROFESSIONAL LIABILITY				EACH OCCURRENCE \$ 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 Janet S. Tarantino, Secretary of the District Golden Gate Bridge, Highway & Transportation District P.O. Box 9000, Presidio Station San Francisco, CA 94129-0601			CANCELLATION 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 AGREEMENT

SAMPLE AGREEMENT

**AGREEMENT RELATIVE TO
REQUEST FOR PROPOSALS (RFP) NO. 2012-FT-5,
MOBILE GOURMET FOOD TRUCKS AT THE LARKSPUR FERRY TERMINAL**

THIS AGREEMENT is made as of the _____ day of _____, 2012, by and between the GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT (hereinafter referred to as “District”) and _____ (hereinafter referred to as “Event Planner”).

WHEREAS, the District desires to obtain services in connection with mobile gourmet food trucks relative to Request for Proposals (RFP) No. 2012-FT-5, *Mobile Gourmet Food Trucks at the Larkspur Ferry Terminal*; and

WHEREAS, the District has issued an RFP dated _____, 2012, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the Event Planner 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 _____, 2012, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The Event Planner agrees to provide services to the District in accordance with the terms and conditions of this Agreement. In the performance of its work, the Event Planner represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of event planners with special expertise in providing such 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 Event Planner’s services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

3. TERM OF AGREEMENT

The Event Planner shall commence work upon the District’s issuance of a written notice to proceed and, unless the Agreement is terminated sooner pursuant to Section 17, shall provide services for a one (1)-year period.

The District may exercise its option, at the District’s sole discretion, to extend this Agreement for four (4) additional one (1)-year terms by giving the Event Planner thirty (30) days’ written notice prior to the termination of the original term or first option

7. OWNERSHIP OF WORK

The Event Planner represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

8. USE OF SUBCONTRACTORS

The Event Planner 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 Event Planner with provisions allowing the Event Planner to comply with all requirements of this Agreement. The Event Planner shall be solely responsible for reimbursing any subcontractors, and the District shall have no obligation to them.

9. 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 or decrease in the compensation to the District 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 Event Planner encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, the Event Planner 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 Event Planner 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.

10. RESPONSIBILITY; INDEMNIFICATION

THE EVENT PLANNER IS RESPONSIBLE FOR ALL ASPECTS OF SERVICES. IN NO EVENT SHALL THE DISTRICT, ITS DIRECTORS, OFFICERS, OR EMPLOYEES, BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF THE EVENTS OR THIS AGREEMENT.

The Event Planner shall indemnify, keep and save harmless the District, its directors, officers, agents and employees against any and all suits, claims, damages, penalties, or actions arising out of the Event Planner's breach of any provision of this Agreement, or arising out of any death or injury to persons or property that may occur, or that may be alleged to have occurred, arising from the Event Planner's, Food Truck's, or any Service Provider's, or any of their employees' or agents' (collectively, Indemnitor) use of the Premises including, but not limited to, providing food and/or beverages, or any activity carried on by Indemnitor in connection therewith, whether or not it may be alleged that

the death, injury or damage was caused through an act or omission of the Indemnitor; except, however, where caused solely, exclusively, and directly by the negligence of the District, its agents or employees.

The Event Planner shall indemnify, keep and save harmless the District, its directors, officers, agents and employees against any and all suits, claims or actions arising out the performance of this Agreement and caused by, or alleged to be caused by, a failure by the Indemnitor to comply with any federal, state, or local law, regulation, or ordinance.

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

The Event Planner agrees to include the preceding three paragraphs in each contract it has with each Food Truck or Service Provider, with the exception that each reference to "Event Planner" shall be changed to "Contractor."

11. INSURANCE

A. Types of Insurance

The Event Planner 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 Event Planner or Food Truck or any Service Provider, or any of their employees or agents on account of any incident connected to this Agreement, the Event Planner shall promptly report the fact in writing to the District, giving full details of the claim.

Any Food Truck or Service Provider that the Event Planner authorizes to enter upon the Premises shall be deemed to be the Event Planner's agent and shall be subject to all applicable terms of this Agreement. Prior to any Food Truck's and Service Provider's start of the work or entry onto the District's property, the Event Planner agrees to require the Food Truck and Service Provider to procure and maintain, at the Event Planner's (or the Food Truck's or the Service Provider's) sole cost and expense, the kinds of insurance described below. The Event Planner shall prove to the District's reasonable satisfaction that such insurance remains in effect throughout the term of this Agreement.

1. General & Business Automobile Liability Insurance

The Event Planner shall, at its own expense, procure and maintain in full force and effect during the entire term of this Agreement, the following coverages. Except as set forth below the Event Planner shall also require

each Food Truck and Service Provider to procure and maintain the same coverages:

- a) Commercial General Liability insurance covering any loss or liability including the cost of defense of any action, for Bodily Injury, Death, Personal Injury and Property Damage which may arise out of operations of the Event Planner (or the Food Truck or Service Provider) in connection with the performance of this Agreement. The policy shall include coverage for bodily injury and property damage which results from an error or omission and shall state that non-owned watercraft is covered. The policy or policies shall provide a minimum limit of One Million Dollars (\$1,000,000) each occurrence/One Million Dollars (\$1,000,000) annual aggregate.
- b) The Event Planner is not required to maintain Automobile Liability insurance. Any Event Planner individual representative must provide the District with evidence of a personal automobile liability policy prior to that representative entering onto the District's property. The following requirements apply to each Food Truck and Service Provider: Automobile Liability insurance covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle, whether or not owned by the Food Truck or Service Provider, on or off the District premises. The policy or policies for each Food Truck and Service Provider shall provide a minimum limit of One Million Dollars (\$1,000,000) each accident.

2) Workers' Compensation and Employers' Liability Insurance

If the Event Planner employs any person to perform work in connection with this Agreement, the Event Planner and each Food Truck and Service Provider shall procure and maintain in full force and effect during the entire term of this Agreement Workers' Compensation insurance in compliance with the laws of the State of California, including USL& H endorsement. Each Food Truck and Service Provider shall also procure and maintain Employers' Liability Insurance in the amount of One Million Dollars (\$1,000,000) per accident or disease.

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

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 Event Planner must, at its own cost and expense, procure and maintain, and/or ensure that all Food Trucks and Service Providers 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 Agreement and a minimum of three (3) years thereafter.

C. Evidence of Insurance and Endorsements

Prior to either it or any Food Truck or Service Provider commencing work or entering onto the District’s property, the Event Planner shall file with the District a Certificate of Insurance, both as to itself and as to each Food Truck and Service Provider, evidencing the required 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 Event Planner and/or Food Truck and Service Provider is liable for under this Section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the District.

- 3) Such insurance shall include as additional insureds the District, and its respective directors, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
- 4) The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as respects any claim, demand, suit, or judgment made, brought, or recovered against the Event Planner. Said policy shall protect the Event Planner 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.

12. MANNER OF PAYMENT TO THE DISTRICT

The Event Planner shall pay the District for its share of gross revenue on the tenth (10th) business day of the month. Payment shall be for all amounts due to the District for the preceding month. The Event Planner shall include with each payment a report covering activity for the payment period. The report shall include (i) a list of all Food Trucks participating in the events, (ii) the amount of gross revenues generated by each Food Truck, (iii) the amount each Food Truck has paid to the Event Planner, and (iv) to the extent reasonably practical, a summary of any customer comments, positive or negative, made to the Event Planner or any Food Truck.

Payment and accompanying reports should be sent to:

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

13. LATE PAYMENT

The Event Planner recognizes that late payment of the District's share of the gross revenue from the Event Planner to the District will result in administrative expense to District, the extent of which is extremely difficult and economically impractical to ascertain. The Event Planner therefore agrees that if payment due from the Event Planner to the District is not paid by the due date, the amount of such unpaid share shall be subject to a late charge in an amount equal to five (5) percent of the amount of the revenue share due.

A late payment charge for the District's share is due no later than the tenth (10th) business day of the following month. The late charge will increase to ten (10%) of the revenue share due that is not received by the District by the last business day of the following month.

The Event Planner agrees that such late payment charges are reasonable estimates of the damages that will be suffered by the District as a result of such late revenue share payments. In the event that the Event Planner does not submit payment of late charges for revenue share by the last business day of the following month, as described above, the Event Planner will be in default and the Contract shall be subject to termination.

14. EVENT PLANNER'S STATUS

Neither the Event Planner nor any Food Truck or Service Provider shall be deemed to be an agent or employee of the District. The Event Planner is and shall be an independent contractor, and the legal relationship of any person performing services for the Event Planner shall be one solely between that person and the Event Planner.

15. DISTRICT WARRANTIES

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

16. DISTRICT REPRESENTATIVE

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

17. TERMINATION

The District may terminate this Agreement at any time and for any reason by giving notice to the Event Planner. The Event Planner may terminate this Agreement at any time and for any reason upon 30 days written notice. Upon termination by either party, the Event Planner shall pay to the District all amounts due the District as of the date of termination. Upon notice of termination, the Event Planner shall commence and perform, with diligence, all actions necessary on the part of the Event Planner to effect the termination of this Agreement on the termination date, including without limitation

providing notice to all Food Trucks and Service Providers that their participation in the project is also terminated. The District shall have no liability to any Food Truck or Service Provider.

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

The Event Planner shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The Event Planner shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Event Planner 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 Event Planner 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. Failure by the Event Planner 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.

19. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the Event Planner shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, disability or national origin. The Event Planner shall take affirmative action 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, other forms of compensation, and selection for training, including apprenticeship. The Event Planner further agrees to insert a similar provision in all subcontracts for work at the location, except subcontracts for standard commercial supplies or raw materials.

20. CONFLICT OF INTEREST

The Event Planner 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 Event Planner 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 Event Planner may be required to publicly disclose financial interests under the District's Conflict of Interest Code. 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 Event Planner 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.

21. CONFIDENTIALITY AND PUBLICITY--PHOTOGRAPHY

Any District materials to which the Event Planner has access or materials prepared by the Event Planner during the course of this Agreement ("confidential information") shall be held in confidence by the Event Planner, who shall exercise all reasonable precautions to prevent the disclosure of confidential information. The Event Planner shall not release any reports or other materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without approval of the District's General Manager.

The District reserves the right to engage in promotional activities on the Premises during the term of Agreement. The Event Planner shall not release any reports, information, or promotional materials prepared in connection with this Agreement without the approval of the District, which approval shall not be unreasonably withheld. The Event Planner, Food Truck and Service Provider shall not photograph or film any District passengers, unless the Event Planner has obtained written consent from the persons to be photographed or filmed on a form acceptable to the District and said persons waive all claims of liability against the District. The Event Planner also shall not photograph or film any portion of the Premises or District equipment that identifies the District's logo without the District's written consent. The Event Planner shall ensure that all Food Trucks and Service Providers agree in writing to the requirements of this provision. The Event Planner is not responsible for members of the public's use of photography or video.

22. COMPLIANCE WITH LAWS AND REGULATIONS

At all times, the Event Planner will comply with all applicable federal, state, and local laws and regulations. The Event Planner will also be fully responsible for the Food Truck's and Service Provider's compliance with all applicable federal, state and local laws and regulations. The District shall not be responsible or liable for the Event Planner's or Food Truck's or Service Provider's violations of these laws and regulations. The Event Planner is not responsible for enforcing federal, state and local laws and/or regulations.

23. HAZARDOUS MATERIALS

The Event Planner shall bear full and exclusive responsibility, and the District shall bear no responsibility, for any release of hazardous or non-hazardous chemicals or substances that the Event Planner or any Food Truck or Service Provider brings onto District property and for any release of hazardous or non-hazardous chemicals or substances by the Event Planner or Food Truck or Service Provider regardless of whether the Event Planner or any Food Truck or Service Provider has brought the hazardous materials onto District property. The Event Planner shall immediately report any such release to the District. The Event Planner shall be solely responsible for all claims and expenses

associated with the response to, removal and remediation of the above described 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 Authority 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 the District. This indemnification shall survive the termination of the Agreement.

24. MISCELLANEOUS

- A. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.
- B. Duty, Standard of Care or Liability. Nothing in this Agreement shall be construed to create any duty to, any standard of care with regard to, or any liability to anyone not a part except as otherwise expressly provided herein.
- C. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions thereof.
- D. No Assignment. The Event Planner shall not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of the District.
- E. Attorney's 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.
- F. Dispute Resolution. The District and the Event Planner 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 Event Planner shall continue performance under this Contract while matters in dispute are being resolved.
- G. Applicable Law. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.
- H. 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 hereto and their respective successors, assigns and legal representatives.

- I. 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.
- J. No Third Party Beneficiaries. This Agreement is not for the benefit of any person or entity other than the parties.
- K. 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:**

FOR THE EVENT PLANNER*:

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Attorney for the District

** If the Event Planner 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).*

ATTACHMENT D

ACKNOWLEDGMENT OF ADDENDA

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

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 _____.

Date: _____

Firm: _____

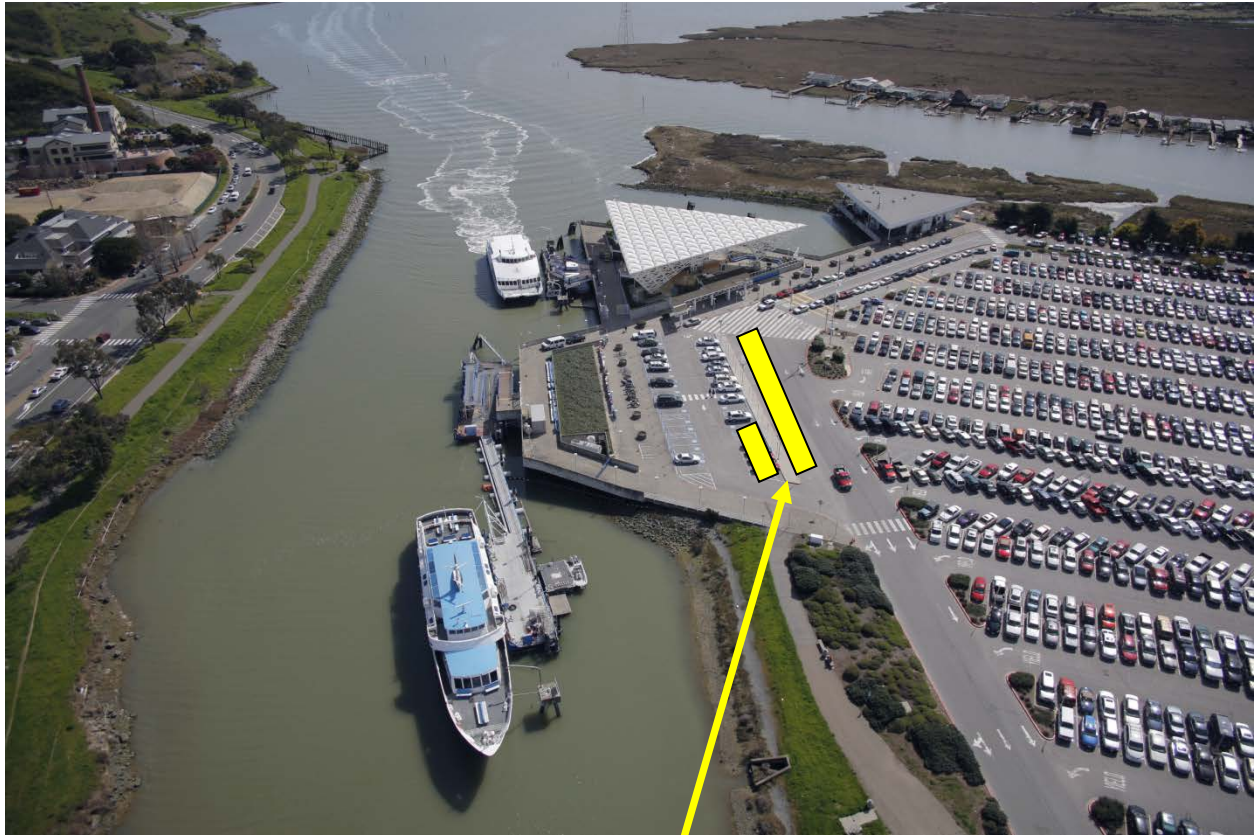
Print Name: _____

Signature: _____

Title: _____

ATTACHMENT E

MOBILE GOURMET FOOD TRUCK EVENT LOCATION



General area for food trucks
to be located.