



**GOLDEN GATE BRIDGE**  
**HIGHWAY & TRANSPORTATION DISTRICT**

CONTRACT No. 2012-MD-1

for

*ULTRA-LOW SULFUR DIESEL AND  
UNLEADED GASOLINE*

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

**CONTRACT NO. 2012-MD-1  
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**GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS**

## GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

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

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

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

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

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

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

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

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

"Bid Documents" or "Contract Documents" mean the Notice Inviting Sealed Bids, General Conditions and Instructions for Bidders, Special Provisions, Technical Specifications, Bid Form, and Addenda, if any.

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

2. **Explanations and Clarifications.**

- A. **Request for Interpretation or Correction.** Prospective bidders must examine the Contract Documents carefully. It shall be the duty of every person contemplating submitting a bid for the proposed contract, to contact the Secretary of the District and request in writing, before bidding, an interpretation, or correction of every discrepancy, ambiguity, error, or omission in any of the Contract Documents which should have been discovered by a reasonably prudent bidder.

Any interpretation, change, or correction of said Contract Documents will be made by addenda only, duly issued by the District. Copies of such addenda will be mailed or delivered to each firm receiving a set of said specifications. Upon such mailing or delivery, such addendum will become a part of the Contract

Documents, and binding on all bidders whether or not actual notices of such addenda are shown.

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

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

8. **Canvass of Bid.** At the hour specified in the Notice, the Secretary of the District will open, examine, and publicly declare all bids received. Bidders, their representatives, and others interested are invited to be present at the opening of bids. Award will be made or bids rejected by the District within the time specified in the Specifications or Bid Form or, if not specified, within a reasonable time after bids have been opened. The District reserves the right to postpone the bid opening for its own convenience.
9. **Award of Contract.** The award of the contract, if awarded, will be made to the lowest responsible bidder whose bid complies with the requirements prescribed and whose qualifications are satisfactory to the District. Such award, if made, will be made within ninety (90) days after the opening of the bids. If the lowest responsible bidder refuses or fails to execute the contract or file the required bonds, the District may award the contract to the second lowest responsible bidder. The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the District and the bidders concerned. All bidders shall be notified of the award.
10. **Rejection of Bids.** The District may reject any and all bids, and must reject the bid of any party who has been delinquent or unfaithful in any former contract with the District. The District also reserves the right to waive any irregularities or informalities in any bid or in the bidding procedure. All bidders shall be notified of the award. All bids must remain in effect at least ninety (90) days from the bid opening date.
11. **Taxes.** The supplies, materials, or equipment called for under the Specifications will be used by the District in the performance of a governmental function and are exempt from taxation by the United States Government, and the District will, if requested, furnish a tax exemption certificate and any and all affidavits and documents that may be necessary to establish such exemption. California State sales or use taxes shall be included in the bid price for all bidders, but listed separately, regardless of location.
12. **Additional Taxes.** Any sales tax, use tax, imposts, revenues, excise, or other taxes which may hereafter be imposed by Congress, by the State of California, or any political subdivision thereof, and applicable to the sale of the material delivered as a result of the bidder's bid and which, by the terms of the tax law may be passed directly to the purchases, will be paid by the District.

13. **Delivery.** Unless otherwise stated in the contract documents, bidder shall include delivery charges in the total price in its bid.
14. **Alternative Bid.** Submission of alternative bid or bids, except as specifically called for in the Specifications or Bid Form, will render it informal and may cause its rejection.
15. **Bidder's Security.** Each bidder shall submit with its bid one of the following forms of Bidder's Security:
  - a. An unconditional Certified or Cashier's Check on a solvent bank, in an amount equal to at least ten percent (10%) of the amount bid, payable to the order of the Golden Gate Bridge, Highway and Transportation District; or
  - b. A Bidder's Bond, in an amount equal to at least ten percent (10%) of the amount bid, using the form entitled "Bidder's Bond," provided with the bid documents, and properly executed and acknowledged by the bidder and by an admitted corporate surety authorized and admitted to transact such business in the State of California and acceptable to the District; or
  - c. An Irrevocable Standby Letter of Credit, which is available upon bidder's demand when accompanied by a signed statement from an Officer of the Golden Gate Bridge, Highway and Transportation District, stating that the amount drafted is due to the Golden Gate Bridge, Highway and Transportation District because of failure to enter into a written contract awarded to it by the District, or to furnish the requisite bond(s) or insurance certificates within the time and in the manner required by the Contract Documents and Specifications. This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) of the International Chamber of Commerce Publication No. 500.

Any condition or limitation placed upon said check, any alteration of said form of bond or Irrevocable Standby Letter of Credit, or any imperfection in the execution thereof, as herein required, will render it informal and may, at the option of the District, result in the rejection of the bid under which such check, bond, or Irrevocable Standby Letter of Credit is submitted. Said check, Bidder's Bond, or Irrevocable Standby Letter of Credit shall be a guarantee that the bidder(s), if awarded the contract, will execute the required contract and bonds within fifteen (15) calendar days after such contract has been awarded to it or such additional time as may be allowed by the District. If the bidder(s) fails or refuses to execute the required contract and bonds within said time, the money and proceeds from the check, bond, or letter of credit as the case may be, shall be applied towards payment of the damage to the District on account of the delay in the execution of the contract and bonds and the performance of the work thereunder, and the necessity of accepting a higher or less desirable bid resulting from such failure or refusal to execute the contract and bonds as required. The amount of the check, bond, or letter of credit, as the case may be, shall not constitute a limitation upon the right of the District to recover for the full amount of such damage. The checks, bonds, or letters of credit of the successful bidder and the next two lowest bidders will be returned after the execution of the contract with the successful bidder and the approval of its bonds or letter of credit on

behalf of the District, and the checks, bonds, or letters of credit of the other bidders will be returned promptly after the bids have been opened and reviewed by the District.

16. **Statement of Experience and Qualifications.** Upon request, the bidder may be required to prove to the District's satisfaction that it has the skill and experience and that it has the necessary facilities and ample financial resources to perform the contract in a satisfactory manner and within the required time.
17. **Waiver.** The bidder shall represent and warrant that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Specifications; that bidder has checked its bid for errors and omissions; that the prices stated in its bid 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 bidder waives any claim for the return of its bid deposit if, on account of errors or omissions claimed to have been made by it in its bid, or for any other reason, it should refuse or fail to execute the contract.
18. **Non-Collusion Certification.** By submitting a bid, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.
19. **Penalty for Collusion.** If at any time it shall be found that the person, firm, or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be null and void and the Contractor and its bondsmen shall be liable to the District for all loss or damage which the District may suffer thereby and the District may advertise for a new contract for said labor, supplies, materials, or equipment.
20. **Interest of District Personnel.** By submitting a bid, the bidder represents and warrants that neither the General Manager, nor any director, officer, or employee of the District is in any manner interested directly or indirectly in the bid or in the contract which may be made under it, or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title 1 (commencing with Sec. 1090) of the Government Code of the State of California.
21. **Representation Before the District.** No person previously in the position of director, officer, employee or agent of the District may act as an agent or attorney for, or otherwise represent, Contractor by making any formal or informal appearance, or any oral or written communication, before the District, or any officer or employee of the District, for a period of twelve (12) months after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action

involving the issuance, amendment, award, or revocation of a permit, license, grant, or contract. By submitting a bid, the bidder represents and warrants that it has not engaged any director, officer, employee or agent of the District for this purpose. Breach of this provision will warrant rejection of the bid as non-responsive, or termination of the Contract for breach.

22. **Time for Execution of Contract and Filing Bond.** The bidder to whom award is made shall execute a written contract with the District on the form of contract of the District and furnish a good and approved bond as herein required within fifteen (15) calendar days after receiving the forms of contract and bond for execution.

If the bidder to whom award is made fails to enter into the contract as herein provided and furnish the said bond, the award will be annulled and an award may, in the discretion of the District, be made to the bidder whose bid is next most acceptable in the opinion of the District; and such bidder shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

23. **Documents Deemed Part of the Contract.** The Notice Inviting Sealed Bids, General Conditions and Instructions for Bidders, Special Provisions, Technical Specifications, Bid Form, and Addenda, if any, and the Agreement will be deemed a part of the contract.
24. **Governing Law; Compliance with Laws.** The contract hereunder shall be governed by the laws of the State of California. The Contractor must comply with all local, state, and federal laws, rules, and regulations applicable to this contract and to the work to be done hereunder, including all rules and regulations of the District.
25. **Rights and Remedies of the District.** The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
26. **Manner of Execution of Contract.** If the Contractor is an individual, the contract shall be executed by the Contractor personally. If the Contractor is a co-partnership, it is desirable that the contract be executed by all of the partners, but it may be executed by one of them. If the Contractor is a corporation, it must be executed by two (2) officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. If the contract is executed by a person other than an officer or by only one officer, there must be attached to the contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Contractor is a joint venture, the contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so.
27. **Faithful Performance Bond.** Upon execution of the contract, the Contractor shall furnish a bond to guarantee the faithful performance of the contract. The amount of the bond shall be stated in the Special Provisions. The bond shall be with a California-

admitted corporate surety or with two (2) or more sufficient sureties to be approved by the District. 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.

28. **Effect of Extensions of Time.** Granting or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials, equipment, or any one of the aforementioned will not operate as a release to the Contractor or the surety on the Contractor's faithful performance bond from said guarantee.
29. **Changes by the Contractor.** If the Contractor, on account of conditions developing during the performance of the contract, finds it impracticable to comply with these Specifications and applies in writing for a modification of requirements, such change may be authorized only in writing by the District, if not detrimental to the District.
30. **Changes by the District.** In case any work, materials, or equipment shall be required which are not mentioned, specified or indicated or otherwise provided for herein, the Contractor shall, if ordered in writing by the District, do and perform such work and furnish such materials or equipment at the Contractor's catalogue prices, less discounts ordinarily allowed to users of such materials or equipment or at regular labor charges less customary discounts, or both. The Contractor's bid to perform any changes requested by the District shall include the cost of the material, engineering time, labor for installation if required, and a reasonable markup, if any.

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

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

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

against the District in any such action, the Contractor shall at its own expense satisfy and discharge the same. This provision will survive termination or expiration of the contract.

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

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

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

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

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

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

37. **Liquidated Damages.** It is agreed by the parties to the contract that time is of the essence, and in the event of delay in completion of the work or the delivery of the supplies, materials, or equipment beyond the date set forth in the contract documents, or

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

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

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

42. **Or Approved Equal Clause.** In order to establish a basis of quality, certain materials, processes and type of machinery and equipment, or kinds of materials may be specified on the plans or herein, either by description of process, or by designating a manufacturer by name, or by referring to a brand of product designation, or by specifying a kind of

material. It is not the intent of these Specifications to exclude other processes, equipment, or materials of equal value, utility, or merit, which are approved by the District.

43. **Antitrust Claims.** The Contractor's attention is directed to California Government Code Section 4552, which shall be applicable to the Contractor and its subcontractors:

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

44. **Environmental and Safety and Health Standards Compliance.** The Contractor shall comply with applicable environmental statutes, regulations, and guidelines in performing the work under this contract. The Contractor shall also comply with applicable Occupational Safety and Health standards, regulations, and guidelines in performing the work under this contract.

45. **Equal Employment Opportunity.** In connection with the performance of this contract, the Contractor shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, national origin, ancestry, age, marital status, pregnancy, medical condition, disability, or sexual orientation as provided for in federal, state and local laws in consideration of an award.

The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to the above factors. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay; other forms of compensation; and selection for training, including apprenticeship.

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

It is the policy of the District to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to the District's construction, procurement, and professional services activities. To this end, the District has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the

DBE Program. In connection with the performance of this contract, the Contractor will cooperate with the District in meeting these commitments and objectives. The District reserves the right to require the Contractor to provide additional DBE information.

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

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

By submitting a bid, a bidder 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.

47. **Bid Protest Procedures.** The District maintains written procedures that must be followed for all bid protests. Protests based upon restrictive specifications or alleged improprieties in the bidding procedure shall be filed in writing with the Secretary of the District at least five (5) calendar days prior to bid 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 from the District advising of staff's recommendation to award the contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

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

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

**SPECIAL PROVISIONS**

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

**CONTRACT NO. 2012-MD-1  
ULTRA-LOW SULFUR DIESEL AND UNLEADED GASOLINE**

**SPECIAL PROVISIONS**

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

**SECTION 1. BID REQUIREMENTS AND CONDITIONS**

- 1.1 **Bid Invited.** The Golden Gate Bridge, Highway and Transportation District (District) invites bids for a Contract to furnish Ultra-Low Sulfur Diesel and Unleaded Gasoline, in full accordance with these specifications.
- 1.2 **Schedule of Activities.** Listed below is the “Schedule of Activities” which outlines pertinent dates of which Bidders should make themselves aware.

<b>DATE</b>	<b>ACTIVITY</b>
Tuesday, October 4, 2011 @ 4:30 p.m.	Written requests for approved equals/modifications/clarifications are due.
Tuesday, October 18, 2011	District will respond to requests for approved equals (Postmarked).
Tuesday, November 1, 2011 @ 2:00 p.m.	Bid Opening. Golden Gate Bridge, Highway and Transportation District Administration Building Golden Gate Bridge Toll Plaza San Francisco, CA 94129-0601

- 1.3 **Bid Form.** Bids shall be submitted on the District’s “Bid Form” attached hereto, enclosed in a sealed envelope marked “**CONTRACT NO. 2012-MD-1, ULTRA-LOW SULFUR DIESEL AND UNLEADED GASOLINE**” and plainly endorsed with the Bidder’s name and address. Bids must be received by the Secretary of the District, Golden Gate Bridge, Highway and Transportation District, at 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 94129 by **Tuesday, November 1, 2011, at 2:00 p.m., Pacific Standard Time**, at which time they will be publicly opened and read in the Board Room of said building.

Each Bid Form must be signed on Bid Form page BF-9 by one or more individuals with authority to bind the Contractor to the bid. Please refer to General Condition 3 and the Bid Form. All bids without the appropriate signature(s) on Bid Form page BF-9 may be deemed non-responsive and may result in the rejection of the bid. Bidder must submit the 17-page Bid Form properly executed.

- 1.4 Bid Prices/Completion of Bid Form.** Where prices are called for on the Bid Form Price Sheet (Bid Form), the prices shall include all costs required to perform the work, including overhead, profits, services, insurance, delivery charges, and any and all other applicable costs except the taxes and fees described below.

Bid forms are provided for each division, Bus, Ferry and Bridge. Bidders may elect to bid on one, two or three locations. In order for each bid to be considered responsive, bidders must complete the space on the Bid Forms reflecting the Rack Average per gallon price for either (1) Clear Carb Ultra-Low Sulfur Diesel, (2) Red Dyed Carb Ultra-Low Sulfur Diesel, (3) 87 Octane Gasoline, or (4) Bio-Diesel, as specified on each bid form.

The Rack Average per gallon price should be quoted from the Oil Price Information Service (OPIS) Daily Contract Benchmark Pricing for San Francisco dated October 13, 2011.

Bidders may also complete either the space marked "ADD ON PER GALLON" or the space marked "DEDUCT PER GALLON." If the OPIS prices will apply with no addition or deduction, then the bidder should check the space marked "BIDDING NET AVERAGE." The bidder must carry out the "ADD ON" or "DEDUCT" factor to ten one-thousandths of a cent. This factor will then be applied to the per gallon price published in the OPIS issue dated **October 13, 2011**, for San Francisco, using Rack Average of each fuel type as entered by the bidder to determine the "Unit Bid Price." The "Unit Bid Price" will then be multiplied by the "Estimated Gallons for One Year" for each of the first two years of the Contract to get the "Estimated Grand Total Bid Price for a 2-Year Term."

The bid prices shall **exclude** all federal taxes and applicable California State sales or use taxes. The bid prices shall also **exclude** any applicable Oil Spill Fees. These taxes and fees are intentionally excluded from the Bid Form for the purpose of price comparison only but will be included at invoicing, as applicable.

Bidders shall take note of the type of fuel: diesel, clear, red dyed or bio, to be supplied to each division. If clear fuel is supplied, the Contractor shall be responsible for the tracking, reporting, payment, and refund requests for any applicable taxes in conjunction with supplying clear ULSD to government tax-exempt agencies.

In the event there is a discrepancy between the computed extension price and the Unit Price, the Unit Price shall control and the mathematical error will be corrected accordingly.

Should there be a discrepancy between the published OPIS Rack Average and that noted on the Bid Form, the District shall use the corrected base price from the published OPIS index dated October 13, 2011, plus any ADD ON, DEDUCT, or NET AVERAGE to arrive at the "Estimated Grand Total Bid Price For One Year."

During the term of this Contract, the price for the fuel furnished hereunder may be adjusted only in the manner set forth in Special Provision 2.2.B. Fuel prices shall be adjusted automatically on a daily basis based on the **Rack Average Price** as shown in the OPIS Daily Contract Benchmark Pricing for San Francisco, (for Carb ULSD No. 2, Carb ULSD No. 2 Red, Bio-Diesel and Regular Unleaded Gasoline) and, plus if applicable, the "ADD ON" or minus the "DEDUCT" factor originally bid by the Contractor.

**1.5 Qualification of Bidders.** The District may reject the bid of any bidder deemed not to possess the minimum qualifications to perform the required work. In order to be deemed minimally qualified, a bidder must:

- (a) be a person or firm who has the capabilities of furnishing and delivering diesel fuel and gasoline to the District at the specified locations; and
- (b) have the necessary resources to properly test and assure that diesel fuel and gasoline that is supplied meets the technical specifications; and
- (c) provide technical services upon request to the District to resolve any problems which arise in connection with the use of diesel fuel or gasoline supplied under this Contract.

The District reserves the right to inspect the bidder's premises prior to Contract award or at any time during the Contract period.

Each bidder shall submit the form entitled, "List of References," which is a list of at least three (3) firms for which it provides or has provided comparable services. Failure to provide information regarding experience may result in the rejection of the bid.

**1.6 Disqualification Questionnaire.** Bidders shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether such prospective bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, has ever been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or safety regulation, and if so, to explain the circumstances.

A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, having been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state or local project because of a violation of law or a safety regulation.

All bids shall be accompanied by an executed Disqualification Questionnaire on the form provided in the Bid Forms, Page BF-11.

**1.7 Documents to Accompany Bid.** The bid shall be accompanied by the following:

- (1) Bidder's Business References
- (2) Disqualification Questionnaire
- (3) Certificate of Insurance in accordance with Special Provision 4.1.C
- (4) Material Safety Data Sheets
- (5) Documentation of CARB certification for ultra-low sulfur diesel
- (6) Copy of DBE Certification, if applicable
- (7) Prime Contractor and Subcontractor/Subconsultant/Supplier Report, if applicable
- (8) Description of Selection Process of Subcontractors/Subconsultants/Suppliers, if applicable
- (9) Acknowledgment of Addenda, if any

**1.8 Approved Equals and Qualified Products.** It should be understood that specifying a brand name or specific types of components and/or equipment in these specifications shall not relieve the Bidder from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The Bidder is responsible for notifying the District of any inappropriate brand names, or types of components and/or equipment that may be called for in these specifications and to propose a suitable substitute for consideration.

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition; and a Bidder may, at its option, use any equipment, material, article or process which, in the judgment of the District, is equal to that designated.

The Bidder shall furnish, at its own expense, all test results, technical data, and background information required by the District in making the determination as to whether the proposed equipment, material, article or process is an approved equal. The District shall be the sole judge as to the comparative equality and suitability of alternative equipment, article, material or process and its decision shall be final.

**1.9 Request for Approved Equals.** A Bidder may submit to the District requests for approved equals, modifications, or clarifications regarding any requirements, terms, or conditions contained herein. Any such requests must be received by the Secretary of the District in writing by **Tuesday, October 4, 2011, at 4:30 p.m., Pacific Standard Time.** Any requests of approved equals must be fully supported with samples, technical data, test results, or other pertinent information as evidence that the substitute offered is essentially equal or better than that specified in the Contract Documents. The District shall make a determination on each Bidder's request under this procedure in writing. The written determination shall be mailed or otherwise furnished to the Bidder by **Tuesday, October 18, 2011.** Failure of the District to respond within the time limit shall be

deemed to be a denial of request. In the event that a request for an approved equal, modification, or clarification is granted, an addendum detailing the approved equal, modification, or clarification will be mailed or otherwise furnished to all potential Bidders who received bid packets.

- 1.10 Single-Bid Response.** In the event of a single-bid response, the District reserves the right to conduct a price and/or cost analysis of the bid to verify that the bid price is fair and reasonable. The Bidder will be expected to cooperate in this process and to submit cost and pricing data to verify that the bid price is fair and reasonable. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost of the product(s) and the prices quoted and shall include the computations and projections used by the Bidder.

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

- 1.11 Bidder's Bond.** The Bidder's Bond as described in Paragraph 15 of the General Conditions shall not apply to this Contract.

- 1.12 Faithful Performance Bond.** The Faithful Performance Bond as described in Paragraph 27 of the General Conditions shall not apply to this Contract.

- 1.13 OSHA Material Safety Data Sheets (MSDS).** Bidder must submit, **with its bid**, OSHA Material Safety Data Sheets for all fuels associated with this Contract. During the duration of this Contract, the Contractor must comply with all Federal and California Laws and Regulations and Safety Standards in effect.

## **SECTION 2. AWARD OF CONTRACT**

- 2.1 Award of Contract.** The award of Contract, if any, will be made within ninety (90) calendar days after the date of bid opening to the lowest responsible Bidder for each fuel type in each District division based on the Estimated Grand Total Bid Price for a 2-Year Term. Each bid shall remain in effect for ninety (90) calendar days after the date the bids are opened. No Bidder may withdraw its bid during this time period. The lowest responsive and responsible Bidder for each fuel type in each District division shall be determined by comparing and evaluating the Estimated Grand Total Bid Price for a 2-Year Term as set forth in the Bid Form. The District reserves the right to reject any and all bids or to waive any irregularities in any bid or in the bidding procedure.

The quantities listed are the estimated annual requirements based on current usage. The District does not guarantee, either expressly or implied, to purchase these quantities, but the right is reserved to purchase any greater or lesser quantities. The District also reserves the right to buy these products on the spot market. Contractor shall be bound to the prices on the Bid Form for the duration of the Contract term, subject to the price adjustment procedure set forth in section 2.2 B.

## **2.2 Term of Contract/Price Adjustment.**

- A. The term of this Contract shall commence on the date specified in the District's written Notice to Proceed and shall continue thereafter for a two year period, with three (3) successive one (1) year option periods exercisable at the sole discretion of the District, at the same terms and conditions as provided in these specifications.

If Contractor does not request any Price Adjustment for the next option period at least sixty (60) days before the commencement of the next option period pursuant to Section 2.3B below, then the option period will automatically go into effect, and the District does not need to notify the Contractor of its intention to exercise the option period. If Contractor does not request a Price Adjustment for the next option period, but the District does not want to have the option period automatically exercised, then the District will give Contractor at least thirty (30) days advance written notice of its intention not to exercise the option period automatically.

- B. **Price Adjustments.** Bid Prices shall remain firm for a minimum of two (2) years from the commencement of the Contract as outlined on the Bid Form. For the three (3) successive one (1) year option periods of the Contract, the Add or Deduct figure stated on the Bid Form may be adjusted on the Contract's anniversary date in the manner set forth herein. Only those price adjustments equal to the amount of any change in the actual cost to the Contractor procuring the items will be considered. Contractor shall notify the District sixty (60) days prior to the date in which Contractor is requesting a price adjustment. Contractor shall provide the District with documentation from the manufacturer/supplier of its increase in cost. Such documentation shall, at a minimum, indicate the name of the Contractor's current supplier(s), the price(s) currently charged by such supplier(s), and the amount of price change. The District shall research the Contractor's proposed price adjustment and the documentation submitted. Such research shall include, but not be limited to, an examination of the accuracy and reasonableness of the proposed adjustment and a determination as to whether the proposed adjustment is comparable to prices for the subject terms currently paid by similar users/purchasers of such items. The District shall have the right to make reasonable requests to the Contractor for additional information/documentation.

In the event that the District finds the proposed adjustment reasonable and acceptable, the price adjustment shall apply to the next option period. In the event the District does not find the proposed adjustment acceptable, the Parties shall use best efforts to reach a mutually agreeable resolution. Contractor shall continue to perform at current prices during the negotiation process.

## SECTION 3. CONTRACT PERFORMANCE

- 3.1 **General.** The Contractor shall perform all work and undertake all services detailed in the Contract Documents in accordance with the specified requirements, terms and conditions.
- 3.2 **Acceptance and Payment.** During the term of this Contract, the District shall make payment to the Contractor in accordance with the monthly invoices submitted by Contractor that reflect the amount of fuel gallons actually furnished and the location and dates of the deliveries made.

The District is exempt from the payment of Federal and State Excise and Transportation taxes, so such taxes must not be included on invoices. All applicable State Sales Taxes, Use Taxes, and California Oil Spill Recovery Fees shall be itemized and added to each invoice.

If the District determines that the Ultra-Low Sulfur Diesel and Unleaded Gasoline are not in conformity with the specification requirements, or that there are defects or deficiencies in the materials and equipment, the District may reject the goods, or may notify the Contractor of such deficiencies or nonconformity in writing within the aforementioned thirty (30)-day period. The Contractor shall immediately correct or remedy any and all deficiencies or defects noted by the District at no cost to the District. The Contractor shall complete the necessary corrections within fifteen (15) days of the District's notification of deficiencies or nonconformity. At such time as the Contractor has made all necessary corrections to the satisfaction of the District, the District shall issue the Contractor a written notice of final acceptance. In the event the Contractor fails to remedy the deficiencies, the District shall have the right to reject the goods and terminate the Contract for breach as provided below in Special Provision Section 3.10, Termination. Alternatively, the District may cause the correction to be made by its own or other forces, whereupon the cost of the repair shall be deducted from sums otherwise due the Contractor.

- 3.3 **Liquidated Damages.** As it is essential that the Contractor delivers compliant fuel and adheres to the time schedule for delivery of the Ultra-Low Sulfur Diesel and Unleaded Gasoline, the liquidated damages provided for in Paragraph 37 of the General Conditions and Instructions for Bidders shall be in the amount of Five Hundred Dollars (\$500.00) for each delivery of the Ultra-Low Sulfur Diesel, Bio-diesel, or Unleaded Gasoline deemed not acceptable in accordance with Section 3.2 of these Special Provisions or if deliveries are beyond the delivery scheduled agreed to at the time the order is placed with the supplier.
- 3.4 **Time of Performance.** The Contractor shall deliver the fuel on the day(s) specified by the District at the time fuel is ordered. The Contractor shall deliver to the locations listed in Special Provision 3.5, "Delivery Locations" during the times and days indicated and in

accordance with Special Provision 3.6 “Delivery Instructions,” at no additional charge to the District.

The delivery locations will be used for the duration of the Contract unless the emergency requirements in Special Provision 3.6 apply.

**3.5 Delivery Locations.** The District’s delivery locations, fuel type, number of fuel storage tanks, tank capacities, delivery hours, and delivery days are as follows:

<b>Location</b>	<b>Fuel Type</b>	<b>No. Tanks</b>	<b>Tank Capacity (Gallons)</b>	<b>Delivery Hours</b>	<b>Deliveries</b>
San Rafael 1011 Andersen Dr.	ULSD	3	20,000 (60,000 Total)	7 a.m. – 2 p.m.	Mon - Fri
	Gas	1	6,000	7 a.m. – 2 p.m.	Mon - Fri
Novato 801 Golden Gate Pl.	ULSD	2	15,000 (30,000 Total)	6 p.m. – Midnight	Mon - Fri
Santa Rosa 3225 Industrial Dr.	ULSD	2	12,000 (24,000 Total)	7:30 a.m. – 4 p.m.	Mon - Fri
Larkspur 101 E. Sir Francis Drake	ULSD - RED	4	75,000 (300,000 Total)	7 a.m. – 3:30 p.m.	Tues - Thurs
San Francisco Toll Plaza	Gas 87 Octane	2	5,000 (10,000 Total)	7 a.m. – 2 p.m.	Mon - Fri
	ULSD	1	8,000	7 a.m. – 2 p.m.	Mon - Fri
	ULSD - RED	1	8,000	7 a.m. – 2 p.m.	Mon - Fri

**3.6 Delivery Instructions.** The District will order fuel by telephone and/or via email at least 24 hours prior to the required date and time for delivery. Each Operating Division (Bus, Ferry, and Bridge) will order fuel independent of each other. Contractor shall provide fuel within the agreed times and locations as set forth in Special Provisions 3.5 “Delivery Locations.”

Bulk deliveries of fuel must be accompanied by documentation from the Contactor’s supplier showing the amount of fuel picked up by the Contractor from its supplier. The average order placed by the District is as follows:

<b><u>Location</u></b>	<b><u>Fuel Type</u></b>	<b><u>No. Loads</u></b>	<b><u>Storage Tanks</u></b>
San Rafael	ULSD No. 2	3-4 per week	Underground
	Gas 87 Octane	1 every five weeks	Above-ground
Novato	ULSD No. 2	0-1 per week	Underground
Santa Rosa	ULSD No. 2	1-2 per week	Above-ground
Larkspur	CARB No. 2 (red dyed for off road use)	8 every two or three weeks	Above-ground
San Francisco	Gas 87 Octane	1 per month	Underground

ULSD No. 2	1-2 per month	Underground
ULSD No. 2 RED	1-2 per month	Underground

“Loads” in the table above is defined as approximately 7,600 gallons for diesel and approximately 3,800 gallons for gasoline delivered to San Rafael and 6,000 gallons gasoline delivered to San Francisco.

In the event of emergency fuel supply needs arising from the failure of the District’s fuel supply systems or from natural disasters, the Contractor shall guarantee the District the use of supply tankers to be manned by District personnel, at a reasonable and agreed upon price to be paid by the District, to directly dispense fuel to equipment at the District’s designated locations or at alternate staging areas designated by the District. The Contractor is required to properly set up the tanker to allow District personnel to “wet hose” the District’s fleet. Such emergency supply will be made available within 12 hours of notification by the District to the Contractor and will be supplied at the same fuel cost as regular deliveries, unless the Contractor is unable to do so as a result of the aforementioned natural disaster. In that case, the Contractor shall immediately notify the District of its inability to supply tankers.

**3.7 Delivery Procedures.** During the term of the Contract, Contractor shall ensure the following procedures are followed.

**Documentation:** All fuel deliveries shall be accompanied by rack loading tickets attached to the delivery receipts.

**Veeder Root Print Out:** Before unloading and after unloading fuel, it is the responsibility of the driver to print tank data from the veeder root monitoring system to determine how much each tank will hold. “Before” and “after” print outs should be recorded on the fuel delivery ticket. The tanks are not interconnected. Therefore, in the event the electronic monitoring system is not operating, the driver shall complete a stick reading for each tank to determine volume.

**San Rafael:** Driver shall first report to the freight receiving area to collect fuel sample bottles. For each delivery, it is the responsibility of the driver to take two fuel samples (truck and trailer) prior to unloading any fuel. The date, either truck or trailer sample and the tank number where the fuel was unloaded shall be recorded on the sample bottle. After samples are collected, the samples shall be delivered to the Storekeeper on duty. After fuel is unloaded, driver shall obtain a signature on the delivery receipt.

**Novato:** Driver shall report to the Maintenance shop before collecting fuel samples. For each delivery, it is the responsibility of the driver to take two fuel samples (truck and trailer) prior to unloading any fuel. The date, either truck or trailer sample, and the tank number where the fuel was unloaded shall be recorded on the sample bottle. Empty sample bottles are stored in a collection box located by the shop entrance, and collected samples shall be placed back in the lock box. After the fuel is unloaded, driver shall obtain a signature on the delivery receipt.

**Santa Rosa:** Driver shall report to the Dispatch Office and then follow the same procedures as Novato above. After fuel is unloaded, driver shall obtain the Dispatcher's signature on the delivery receipt.

**Larkspur:** District employee will operate District's 280 gpm pump and 20-foot 4-inch fuel hose, and take fuel samples. Driver is responsible for coupling and uncoupling the hose and all truck and trailer related equipment.

**San Francisco:** Bridge stores employees will meet driver upon arrival.

- 3.8 Product Testing.** The bidder must certify that the product to be furnished meets the specifications in order to qualify for award of the Contract. During the term of this Contract, the District shall archive collected fuel samples from the truck and trailer of each delivery. Samples will be randomly tested by an independent third party laboratory. It is critical that all diesel fuel meets the specifications in every aspect. Contractor shall be held responsible for all expenses incurred in connection with fuel that is substandard. For each occurrence that the fuel testing reveals that non-compliant fuel was delivered to the District, the District shall assess liquidated damages in the amount of \$500 per delivery. Such amount is a reasonable estimation of the damages that will be sustained by the District for use of non-compliant fuel.
- 3.9 Technical Assistance.** The Contractor shall maintain and make available to the District, upon request, technical services of competent engineers and necessary laboratory services at Contractor's sole cost and expense for the purpose of assisting the District in resolving any problems that may arise in connection with the use of any of the items called for under this Contract.
- 3.10 Termination.** The District may terminate the Contract for convenience for any reason at any time by giving the Contractor fifteen (15) days' notice thereof. Notice of termination shall be by Certified Mail. Upon termination for the convenience of the District, the District shall pay the Contractor the allowable costs incurred to the date of termination and those costs deemed reasonably necessary by the District to effect the termination. In the event that the Contractor breaches the terms or violates the conditions of this Contract and does not correct such breaches or violations within ten (10) days following notice thereof from the District, the District may immediately terminate the Contract and shall pay the Contractor only for work performed in full conformance with the specifications to the date of termination, less any costs incurred by the District to correct and complete any remaining work under the Contract. The District reserves the right to pursue any and all remedies available in equity or law in the event the District suffers any damages due to the Contractor's breach of terms or violation of the conditions in this Contract.

## **SECTION 4. INSURANCE**

### **4.1 Insurance Requirements**

**A. Types of Insurance**

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

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

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

1) **Commercial General Liability Insurance**

The Contractor shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least One Million Dollars (\$1,000,000) each occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance shall include but not be limited to premises and operations, contractual liability covering the indemnity provisions contained in this Contract, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement. Said policy shall protect the Contractor and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

2) **Business Automobile Liability**

Contractor shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all

motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

3) **Workers' Compensation and Employers' Liability Insurance**

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

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

(4) **Contractor Pollution Liability**

Contractor shall procure, or cause its subcontractor to procure, contractor pollution liability insurance in the amount of Two Million Dollars (\$2,000,000). Such policy shall be either on a claims made basis with a two-year extended reporting provision following final acceptance of the work, or, occurrence coverage, and shall include the Golden Gate Bridge, Highway and Transportation District, its Directors, General Manager, Secretary, other officers, employees, agents, insurers, successors, assigns, and consultants, while acting in such capacity, and their successors or assigns, as they are now or as they may hereafter be constituted singly, jointly, or severally, and the United States of America and the State of California as additional insureds. This insurance may contain a deductible clause of not more than Fifty Thousand Dollars (\$50,000). Any deductible amount shall be for the account of the Contractor and the District shall not be liable therefore.

**B. General Insurance Requirements**

1) **Acceptable Insurance**

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

satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. Workers' Compensation coverage requirements may be met with the California State Compensation Fund.

2) **Procure and Maintain Insurance**

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

3) **Terms of Policies**

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

4) **Self-Insurance**

Upon evidence of financial capacity satisfactory to the District and Contractor's agreement to waive subrogation against the District respecting any and all claims that may arise, the Contractor's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.

5) **Deductibles and Retentions**

The Contractor shall be responsible for payment of any deductible or retention on the Contractor's policies without right of contribution from the District. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the Contractor or any subcontractor contains a deductible or self-insured retention, and in the event that the District seeks coverage under such policy as an additional insured, the Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Contractor, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if the Contractor or subcontractor is not a named defendant in the lawsuit.

C. **Evidence of Insurance and Endorsements**

Bidders are requested to provide a completed sample Certificate evidencing the coverage types and the minimum limits required under this Contract with their bid. The District requires this information to facilitate completing Contract formalities in a timely manner if an award is made. The District may request additional information or clarification if necessary. Prior to commencing of work or entering onto the District's property, the Contractor shall file a Certificate of Insurance with the District evidencing the foregoing coverage's, including the following endorsements:

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

**D. Consequence of Lapse**

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

## 4.2 **Spill Protection Liability**

Contractor shall be responsible and held liable for all losses, damages, and penalties that may be sustained by the District as a result of spills. Contractor's drivers or subcontractors will immediately report any spill to the District's designated contact. The Contractor will be billed for the replacement cost of any clean-up materials used as well as any District labor or other costs expended in the clean-up of any spill or in the repair of the District's property damaged by reason of a spill. In the event Contractor fails to pay the billed amount within thirty (30) days of the District's invoice, the District will deduct the billed amount from amounts due and owing to Contractor under this contract.

Contractor will insure its representatives immediately report any fuel spills of one gallon or more during the fuel delivery process to a Maintenance Department Supervisor or the designated contact at the Bus, Ferry and Bridge Division.

Contractor will indemnify the District, their Directors, Officers, employees and agents and hold them harmless from losses, damages, and penalties imposed on the District by third parties. The District reserves the right to terminate the Contract if, notwithstanding compliance with the procedures set forth herein, Contractor delivers ultra-low sulfur diesel fuel, bio-diesel or unleaded gasolines in a negligent or careless manner or causes a spill of ultra-low diesel fuel, bio-diesel and/or unleaded gasolines while delivering to District facilities.

## **SECTION 5. DIVERSITY PROGRAMS FOR CONTRACTS**

### 5.1 **Diversity Program for Contracts**

In connection with the performance of this contract, the Bidder will cooperate with the District in meeting the commitments and objectives outlined in the General Conditions and Special Provisions.

For DBE questions or assistance, contact the DBE Program Office, at (415) 257-4581.

### 5.2 **DBE Eligibility**

A small business concern must be certified as a DBE by any recipient of U.S. DOT funds acceptable to the District in accordance with 49 CFR Part 26, as of the date of bid opening. It is the Bidder's responsibility to verify that DBEs are certified.

A. **Disadvantaged Business Enterprise.** A DBE is a for-profit, small business concern:

1. That is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or, in the case of any corporation, whose stock is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals; and

2. Whose management and small business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

- B. **Small Business Concern.** A small business concern shall meet the definition and size standards of an existing small business as required by the Small Business Administration pursuant to 13 CFR Part 121, and the firm's annual average gross receipts for the previous three years cannot exceed \$22.41 million.
- C. **Socially and Economically Disadvantaged Individuals.** There is a rebuttable presumption that socially and economically disadvantaged individuals are persons who are citizens or lawful permanent residents of the United States and who are: African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent-Asian Americans, Women, or a member of any additional group that is designated as socially and economically disadvantaged by the Small Business Administration. Additionally, any individual may demonstrate to the certifying agency by a preponderance of evidence, that s/he is socially and economically disadvantaged on a case-by-case basis.

An individual cannot be presumed or determined to be economically disadvantaged if s/he has a personal net worth that exceeds \$1.3 Million, excluding the individual's ownership interest in the DBE firm and the individual's primary residence. If the individual's personal net worth is more than \$1.3 Million, a DBE must demonstrate at least 51% ownership and control by other socially and economically disadvantaged owners to maintain the firm's eligibility for DBE certification.

### 5.3 **DBE Participation Goal**

- A. **DBE Participation Goal for the Performance of this Contract.** Bidders are strongly encouraged to obtain DBE participation on this project, although there is no contract-specific DBE goal. Bidders are advised that the District has analyzed the data regarding the portions of work that could be subcontracted out to small businesses, including DBEs, and whether DBEs are available to perform those types of work.

Subcontracting opportunities include, but are not limited to, (trucking company to delivery fuel); these areas represent approximately fifty percent (50%) of the work on the contract. DBEs are available to perform each of these areas of work. Bidders are provided this information to facilitate consideration of small businesses, including DBEs, for subcontracting opportunities.

As further described below, Bidders are required to document their activities in the solicitation and selection of subcontractors to ensure that this process is carried out in a nondiscriminatory manner.

- B. **Available DBE Resources.** Listings of certified DBEs are available from the California Unified Certification Program DBE Directory, which may be obtained by visiting the California Department of Transportation website at [www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm) or by contacting the DBE Program Office (Office) at (415) 257-4581.

The DBE Directory does not in any way prequalify the certified firms with respect to licensing, bondability, competence or financial responsibility. The Office also maintains a DBE resource list of organizations that promote DBE participation in contracts, which will be provided upon request.

Bidders are encouraged to use services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals. To obtain a list of these financial institutions, please contact the Office.

#### 5.4 **Bidder Documentation for Subcontractors and Suppliers**

Each Bidder must document the process it used throughout the bid preparation period for soliciting and selecting subbids. The following documentation must be submitted with bid.

- A. **Subbid Documentation.** Bidders must submit the Prime Contractor and Subcontractor/Sub-consultant/Supplier Report, in a form provided by the District, identifying the subbids it received. Bidders are required to furnish information on this form in accordance with the provisions of §§4100-4114, inclusive, of the Public Contract Code of the State of California and the District's subbid reporting requirements.

Bidders are cautioned that, where applicable, the California Fair Subletting and Subcontracting Act, Public Contract Code 4100, generally prohibits substitution of subcontractors or adding subcontractors after bid opening. Names of the First Tier subcontractors, including DBEs, whose bids were accepted and listed on the "Prime Contractor and Subcontractor/Subconsultant/ Supplier Report," shall be consistent, where applicable, with the names on the "List of Subcontractors" submitted with the bid pursuant to the California Fair Subletting and Subcontracting Act.

- B. **Description of Selection Process of Subcontractors and Suppliers.** Each Bidder shall provide a description of the process that was followed to select the subcontractors and suppliers proposed to be included in this work and the steps taken to obtain small business and DBE participation. A Bidder must submit the Description of Selection Process of Subcontractors/Sub-consultants/Suppliers, in a form provided by the District.
- C. **Proof of DBE Certification.** Each Bidder is required to submit a copy of its DBE certification, if applicable, and copies of certifications of DBE firms from whom

it accepted bids/quotes.

## **5.5 Determining the Amount of DBE Participation**

Pursuant to 49 CFR §26.55, DBE participation includes that portion of the contract work actually performed by a certified DBE with its own forces. A DBE may participate as a prime contractor, subcontractor, joint venture partner, or vendor or supplier of materials or services required by the contract.

A DBE's participation can only be counted if it performs a commercially useful function on the contract as defined in 49 CFR §26.55(c). A DBE performs a commercially useful function when it actually performs, manages and supervises a portion of the work involved. There is a rebuttable presumption that if the DBE is not responsible for at least 30% of the work with its own forces, or subcontracts a greater portion of the work than the normal industry standard, it is not performing a commercially useful function. A DBE trucking company performs a commercially useful function if it is responsible for the overall management and supervision of the transportation services involved and uses at least one truck that it owns, insures, and operates with its own employees on the contract.

The Contractor shall determine the amount of DBE participation for each DBE performing work on the contract in terms of both the total value of the work in dollars and the percentage of the total contract bid amount. The Contractor shall also determine the total amount of DBE participation for the entire contract. The Contractor shall count DBE participation according to the following guidelines and in accordance with 49 CFR §26.55:

- A. **DBE Prime Contractor.** Count the entire dollar amount of the work performed or services provided by the DBE's own forces, including the cost of materials and supplies obtained for the work and the reasonable fees and commissions charged for the services. Do not count any work subcontracted to another firm as DBE participation by the DBE Prime Contractor.
- B. **DBE Subcontractor.** Count the entire amount of the work performed or services provided by the DBE's own forces, including the cost of materials and supplies obtained for the work, except for materials and supplies purchased or leased from the Prime Contractor, and reasonable fees and commissions charged for the services. Do not count any work subcontracted by a DBE subcontractor to another firm as DBE participation by said DBE subcontractor. If the work has been subcontracted to another DBE, it will be counted as DBE participation for that other DBE.
- C. **DBE Joint Venture Partner.** Count the portion of the work that is performed solely by the DBE's forces or, if the work is not clearly delineated between the DBE and the joint venture partner, count the portion of the work equal to the DBE's percentage of ownership interest in the joint venture.

- D. **DBE Manufacturer.** Count 100% of the costs of materials and supplies obtained from a DBE manufacturer that operates or maintains a factory that produces the materials and supplies on the premises. This applies whether the DBE is a prime contractor or subcontractor.
- E. **DBE Regular Dealer.** Count 60% of the costs of materials and supplies obtained from a DBE regular dealer that owns, operates or maintains a store or warehouse in which the materials and supplies are regularly brought, kept in stock and sold or leased to the public in the usual course of business, except regular dealers of bulk items such as petroleum, cement and gravel who own and operate distribution equipment in lieu of maintaining a place of business. This applies whether a DBE is a prime contractor or subcontractor.
- F. **Other DBEs.** Count the entire amount of fees or commissions charged for assistance in procuring or delivering materials and supplies when purchased from a DBE that is not a manufacturer or regular dealer, provided the fees are reasonable and not excessive as compared with fees charged for similar services. Do not count the cost of the materials and supplies.
- G. **DBE Trucking Company.** Count the entire amount of the transportation services provided by a DBE trucking company that performs the work using trucks it owns, insures and operates with its own employees on the contract.

Count the entire amount of the transportation services provided by a DBE trucking company that performs the work using trucks it leases from another DBE, including an owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the contract.

Count the entire amount of fees and commissions charged for providing the management and supervision of transportation services using trucks it leases from a non-DBE trucking company, including owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the contract.

A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

## 5.6 **Recommendation for Award of Contract**

- A. **Evaluation of Bids.** The DBE Program Office shall review all of the information submitted by Bidders in accordance with the contract documents to determine a

recommendation regarding compliance with the DBE program requirements for award of contract to the lowest responsible Bidder. The Bidder shall cooperate with the Office if a request for additional information is made during this evaluation process.

- B. Bidder's Right to Reconsideration.** In the event that the Office determines that the apparent low Bidder has not complied with the DBE requirements, the Office will notify the Bidder in writing. The notification shall include the reasons for the determination and that the Bidder has the right to submit further written documentation or appear before the Review Committee for reconsideration prior to the time that a recommendation for award of contract is presented to the Board of Directors or the General Manager. The Review Committee shall provide the Bidder with a written decision.

In the event that the Review Committee concurs with the Office's determination that the Bidder is nonresponsive, the Office will evaluate the Bidder submitting the next lowest bid for compliance with DBE requirements.

## **5.7 Contract Compliance**

- A. Substitution of Subcontractors/Suppliers.** The Contractor shall notify the District in writing of any request to substitute a DBE subcontractor and provide appropriate documentation substantiating the substitution. The Contractor must make good faith efforts to substitute an original DBE subcontractor with a small business concern. Any substitution of a DBE on this contract is subject to the written approval of the District.
- B. DBE Certification Status.** If a DBE Subcontractor is decertified during the life of the project, the decertified Subcontractor shall notify the Contractor in writing with the date of decertification. If a Subcontractor becomes a certified DBE during the life of the project, the Subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Project Manager.
- C. Prompt Payment to Subcontractors.** The Contractor shall pay any Subcontractor approved by the District for work that has been satisfactorily performed no later than ten (10) days from the date of the Contractor's receipt of progress payments by the District.

The District shall hold retainage from the Contractor and shall make prompt and regular incremental acceptances of portions of the contract work, as determined by the District, and pay retainage to the Contractor based on these acceptances. The Contractor or Subcontractor shall return all monies withheld in retention from all Subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the District. Any delay or postponement of payment may take

place only for good cause and with the District's prior written approval.

Any violation of these provisions shall subject the violating Contractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment, or nonpayment by the Contractor, or deficient subcontractor's performance, or noncompliance by a Subcontractor. This clause applies to both DBE and non-DBE Subcontractors.

In the event the Contractor does not make progress payments or release retentions to the Subcontractors in accordance with the time periods in this section, the Contractor will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment.

- D. Reporting Requirements.** The Contractor shall maintain records of all DBE participation in the performance of the contract, including subcontracts entered into with certified DBEs and all materials purchased from certified DBEs. District staff will monitor paperwork and on-site performance of DBE contracts to make sure that DBEs actually perform them. District will certify this activity in writing.

The Contractor shall complete and submit the Monthly Prompt Payment Report and, if applicable, the Monthly DBE Trucking Verification, in forms to be provided by the District, within fifteen (15) days from the date of Contractor's receipt of progress payments.

The completed Monthly Prompt Payment Report shall provide the name, address, date of payment, and the total dollar amount actually paid to each Subcontractor performing work on the contract.

The completed Monthly DBE Trucking Verification shall provide the amount paid to DBE trucking companies and shall indicate if a lease arrangement exists. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. It shall also show the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

If the Contractor fails to submit the Monthly Prompt Payment Report or the Monthly DBE Trucking Verification (if applicable) within the time period required in this section and has not received written approval for an extension, the Contractor will be assessed an administrative deduction of fifty dollars (\$50) each day the report is late.

Upon completion of the contract, the Contractor shall complete and submit the Final Report – Utilization of Disadvantaged Business Enterprises (DBE), in a form to be provided by the District. Final payment will not be processed until the Final Report is submitted and approved by the District.

- E. **Administrative Remedies.** In the event the Contractor fails to comply with the DBE requirements of this contract in any way, the District reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, imposition of liquidated damages, and termination of the contract in whole or in part.

## **TECHNICAL SPECIFICATIONS**

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

**CONTRACT NO. 2012-MD-1  
ULTRA-LOW SULFUR DIESEL AND UNLEADED GASOLINE**

**TECHNICAL SPECIFICATIONS**

**1. GENERAL**

It is the intent of these specifications to describe the requirements for the supply of CARB Ultra-Low Sulfur Diesel Fuel (hereinafter referred to as "Diesel Fuel"), Bio-Diesel and/or Unleaded Gasoline. The diesel fuel supplied under this contract shall be a petroleum distillate conforming to ASTM-D975 and having the minimum and/or maximum characteristics as more particularly defined in Technical Specification 4 below.

The unleaded gasolines supplied under this contract shall meet the minimum and/or maximum characteristics as more particularly defined in Technical Specification 5 below.

These minimum and/or maximum characteristics have been established by the District, in concert with the minimum requirements of the engine manufacturers who have provided engines for the buses currently operated by the District. These specifications shall take precedence over ASTM-D975 where deviations are noted.

The successful bidder shall supply the ultra-low diesel fuel, bio-diesel and/or unleaded gasolines in accordance with these specifications and within the schedule of services described in the Special Provisions during the term of the Contract.

**2. CONFORMITY**

All bidders must conform to these specifications and the products they furnish shall be of first class quality and the equipment used to provide said products shall be the best obtainable in the various trades.

No advantage shall be taken by the manufacturer in the addition and/or omission of any ingredient or detail, which makes the diesel fuel non-compliant with any of the specifications, even though such details are not mentioned in these specifications.

In all cases, products must be furnished as specified, but if the term "approved equal" is used, the Contract Manager(s) must approve any product substituted for a specified product. All material not specified shall be the manufacturer's standard products.

**3. RESPONSIBILITY**

The Contractor shall assume responsibility for all products and services associated with this Contract, whether they be provided by the Contractor or purchased ready-made from an outside source.

#### 4. ULTRA-LOW SULFUR DIESEL FUEL

The diesel fuel supplied shall be a certified petroleum distillate, with NO ADDITIVES ADDED except where noted otherwise, having the following characteristics:

It is the intent of these specifications to describe the requirements for the supply of CARB Ultra-Low Sulfur Diesel Fuel (ULSD). The fuel shall be compatible for use with Cummins and Detroit Diesel engines and approved by the manufacturers for use with their engines. The ultra-low sulfur diesel fuel shall in no way harm existing and future diesel engines. The ultra-low sulfur diesel fuel shall be a petroleum distillate conforming to ASTM-D975 and shall have the minimum and/or maximum characteristics as described below:

The fuel shall be CARB ULSD with a maximum sulfur content of 15 ppm and have the following characteristics:

<u>Property</u>	<u>Units</u>	<u>Specification</u>	<u>Test Method</u>
Sulfur	PPM, max.	15	ASTM D-5453-93
Lubricity	SBOCLE,g, min.	3100	ASTM D-6078
	HFRR,microns, max.	520	ASTM D-6079
Aromatics	vol. %, max.	30	ASTM D-1319
Ash	wt. %, max.	.01	ASTM D-482
Cetane Number	min.	45	ASTM D-613
Color	ASTM, max.	2.5	ASTM D-1500
Conductivity	cu, min.	75 (may vary w/ season)	ASTM D-2624
Copper Corrosion	3hr @ 122° F, max.	3	ASTM D-130
Distillation	deg F	550	ASTM D-86
	(Temp @ 90%, recovered, max)		
Flash Point	deg F, min.	100	ASTM D-93
Gravity	deg. API, min.	37	ASTM D-287
Pour Point	deg. F, max.	-30	ASTM D-97
	(may vary with region and season)		
Viscosity	cSt @ 40 deg C	1.3-1.9	ASTM D-445
Water & Sediment	vol. %, max.	0.5	ASTM D2709

The bidder must certify that the ultra-low sulfur diesel fuel to be supplied under this Contract meets the EPA and CARB requirements.

#### 5. BIODIESEL– ASTM D6751-06

Biodiesel is defined as the mono alkyl esters of long chain fatty acids derived from vegetable oils or animal fats, for use in compression-ignition (diesel) engines. This specification is for pure (100%) biodiesel prior to use or blending with diesel fuel. #

<u>Property</u>	<u>ASTM</u>	<u>Method Limits</u>	<u>Units</u>
Flash Point	D93	130 min.	Degrees C
Water & Sediment	D2709	0.050 max.	% vol.

Kinematic Viscosity, 40 C	D445	1.9 – 6.0	mm <sup>2</sup> /sec.
Sulfated Ash	D874	0.020 max.	% mass
Sulfur	D5453		
S 15 Grade		15 max.	ppm
S 500 Grade		500 max.	
Copper Strip Corrosion	D130	No. 3 max.	
Cetane	D613	47 min.	
Cloud Point	D2500	Report	Degrees C
Carbon Residue			
100% sample	D4530*	0.050 max.	% mass
Acid Number	D664 0.	50 max.	mg KOH/gm
Free Glycerin	D6584	0.020 max.	% mass
Total Glycerin	D6584	0.240 max.	% mass
Phosphorus Content	D 4951	0.001 max.	% mass
Distillation Temp, Atmospheric Equivalent Temperature, 90% Recovered	D 1160	360 max.	Degrees C
Sodium/Potassium	UOP 391	5 max, combined	ppm

\*The carbon residue shall be run on the 100% sample.

# A considerable amount of experience exists in the U.S. with a 20% blend of biodiesel with 80% diesel fuel (B20).

Although biodiesel (B100) can be used, blends of over 20% biodiesel with diesel fuel should be evaluated on a case-by-case basis until further experience is available.

### **BIO-DIESEL BLEND**

The Golden Gate Ferry Division has specified that it may require red-dyed ULS diesel fuel with a 5% bio-diesel blend. The above specification shall be alterable to the extent that it allows a 5% bio-diesel blend acceptable to the Golden Gate Ferry Division.

## **6. UNLEADED GASOLINES**

The Unleaded Gasolines shall be pump grade with Octane ratings of 87 as noted on the bid forms. All unleaded gasolines shall have been refined in the United States of America.

## **7. FUTURE FUEL SPECIFICATION CHANGES**

During the term of this Contract, the District may require a change in the specification of the ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines supplied to comply with any change in federal, state, or local laws governing fuel properties. In the event that such changes are necessary, the District shall notify the Contractor in writing of the requested change. The Contractor shall provide the District with the change in the cost per gallon of fuel to the price bid for the original Contract. If the District and Contractor cannot reach an agreement on the added cost for the requested change, the Contract may be terminated by either party with 60 days written notice to the other party. Until termination, the reasonable determination of the District's Director of Maintenance as to the cost of the new fuel shall prevail.

**8. ULTRA-LOW SULFUR DIESEL FUEL, BIO-DIESEL AND GASOLINE STORAGE TANK CAPACITIES AND ESTIMATED ANNUAL USAGE**

**A. GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT – BRIDGE DIVISION**

Capacities:

DIESEL FUEL:

1 each, 8,000 gallon underground tank for Red Dye Diesel.

1 each, 8,000 gallon underground tank for Clear Diesel.

UNLEADED GASOLINE (89 Octane)

2 each, 5,000 gallon underground tanks.

Estimated Annual Usage:

DIESEL FUEL:

50,000 gallons Red Dye Diesel Fuel.

6,000 gallons Clear Diesel Fuel.

UNLEADED GASOLINE:

65,000 gallons.

**B. GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT-FERRY DIVISION**

Capacities:

DIESEL FUEL:

4 each, 75,000 gallons **above-ground** tanks for red-dyed ULSD.

Note: The Ferry Division has a 280 gpm pump, 4” hose and an employee to operate the pump. The delivery driver will be responsible for connecting the Division’s hose to the delivery vehicle and operating the vehicle-mounted valves.

Estimated Annual Usage:

DIESEL FUEL:

1,580,000 gallons red-dyed diesel at the Larkspur Facility.

The Ferry Division currently uses ULSD Red Dyed Diesel Fuel. At the time of award, please refer to Technical Specifications 5, “Bio Diesel” for more particulars.

C. GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT –  
BUS DIVISION (GGT)

Capacities

DIESEL FUEL:

3 each, 20,000 gallon underground tanks at the San Rafael Facility.

2 each, 15,000 gallon underground tanks at the Novato Facility.

2 each, 12,000 gallon above-ground tanks at the Santa Rosa Facility.

UNLEADED GASOLINE:

1 each, 6,000 gallons above-ground tank at the San Rafael Facility. No pumping facility is available. Deliveries will require a pump-equipped truck.

Estimated Annual Usage:

DIESEL FUEL:

861,246 gallons at the San Rafael Facility.

367,208 gallons at the Novato Facility.

351,372 gallons at the Santa Rosa Facility.

UNLEADED GASOLINE:

20,000 gallons at the San Rafael Facility.

**BID FORM**

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

**CONTRACT NO. 2012-MD-1  
*ULTRA-LOW SULFUR DIESEL AND UNLEADED GASOLINE***

**BID FORM**

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

Pursuant to the Notice Inviting Bids, the undersigned Bidder herewith submits a Bid on the bidding 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 Bid to execute a Contract in accordance with its Bid, the Bid Documents, and the award. The attached Notice Inviting Bids, General Conditions and Instructions for Bidders, Special Conditions, Technical Specifications, and Addenda, if any, are made a part of this Bid and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

**BIDS BELOW INCLUDE ALL MATERIALS, EQUIPMENT, SERVICES, OVERHEAD, DELIVERY CHARGES, INSURANCE AND ALL OTHER COSTS NECESSARY FOR THE FURNISHING OF ALL PRODUCTS AND THE PERFORMANCE OF ALL SERVICES CALLED FOR UNDER THE FOLLOWING CONTRACT.**

**CONTRACT NO. 2012-MD-1  
*ULTRA-LOW SULFUR DIESEL AND UNLEADED GASOLINE***

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**The Bid Form must be signed on Page 9 of the Bid Form in accordance with General Condition 3 and Special Provision 1.3. Bids submitted in any other form will be considered non-responsive and may be rejected.**

**CONTRACT NO. 2012-MD-1  
ULTRA-LOW SULFUR DIESEL AND UNLEADED GASOLINE**

**BID FORM PRICE SHEET – BRIDGE DIVISION  
CLEAR CARB ULTRA-LOW SULFUR DIESEL (ULSD)**

DESCRIPTION OF PRODUCT TO BE SUPPLIED	OPIS FOR SAN FRANCISCO DATED 10/13/2011 (Using Rack Average for Product)	ADD ON PER GALLON	DEDUCT PER GALLON	BIDDING NET AVG. (Check if YES)	UNIT BID PRICE	MULTIPLY	ESTIMATED GALLONS FOR ONE YEAR	EQUALS	ESTIMATED TOTAL PRICE FOR ONE YEAR
Year 1	\$ _____ per gallon	\$ _____ per gallon	\$ _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>X</b>	<u>6,000</u>	=	\$ _____
Year 2	\$ _____ per gallon	\$ _____ per gallon	\$ _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>X</b>	<u>6,000</u>	=	\$ _____
<b>ESTIMATED GRAND TOTAL BID PRICE FOR A 2-YEAR TERM (ULSD)</b>									\$ _____

**Bid Prices shall exclude all federal taxes, state taxes, state sales or use taxes, and oil spill fees in accordance with Special Provisions 1.4.**

**NOTE: Bidder must attach documentation of CARB certification to its bid.**

**CONTRACT NO. 2012-MD-1  
ULTRA-LOW SULFUR DIESEL AND UNLEADED GASOLINE**

**BID FORM PRICE SHEET – BRIDGE DIVISION  
RED-DYED CARB ULTRA-LOW SULFUR DIESEL (ULSD)**

DESCRIPTION OF PRODUCT TO BE SUPPLIED	OPIS FOR SAN FRANCISCO DATED 10/13/2011 (Using Rack Average for Product)	ADD ON PER GALLON	DEDUCT PER GALLON	BIDDING NET AVG. (Check if YES)	UNIT BID PRICE	MULTIPLY	ESTIMATED GALLONS FOR ONE YEAR	EQUALS	ESTIMATED TOTAL PRICE FOR ONE YEAR
Year 1	\$ _____ per gallon	\$ _____ per gallon	\$ _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	X	50,000	=	\$ _____
Year 2	\$ _____ per gallon	\$ _____ per gallon	\$ _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	X	50,000	=	\$ _____
<b>ESTIMATED GRAND TOTAL BID PRICE FOR A 2-YEAR TERM (ULSD)</b>									\$ _____

Bid Prices shall exclude all federal taxes, state taxes, state sales or use taxes, and oil spill fees in accordance with Special Provisions 1.4.

**NOTE:** Bidder must attach documentation of CARB certification to its bid.

**CONTRACT NO. 2012-MD-1  
ULTRA-LOW SULFUR DIESEL AND UNLEADED GASOLINE**

**BID FORM PRICE SHEET – BRIDGE DIVISION  
87 OCTANE GASOLINE**

DESCRIPTION OF PRODUCT TO BE SUPPLIED	OPIS FOR SAN FRANCISCO DATED 10/13/2011 (Using Rack Average for Product)	ADD ON PER GALLON	DEDUCT PER GALLON	BIDDING NET AVG. (Check if YES)	UNIT BID PRICE	MULTIPLY	ESTIMATED GALLONS FOR ONE-YEAR	EQUALS	ESTIMATED TOTAL PRICE FOR ONE YEAR
Year 1	\$ _____ per gallon	\$ _____ per gallon	\$ _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	X	65,000	=	\$ _____
Year 2	\$ _____ per gallon	\$ _____ per gallon	\$ _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	X	65,000	=	\$ _____
<b>ESTIMATED GRAND TOTAL BID PRICE FOR A 2-YEAR TERM (87 Octane)</b>									\$ _____

**Bid Prices shall exclude all federal taxes, state taxes, state sales or use taxes, and oil spill fees in accordance with Special Provisions 1.4.**

**CONTRACT NO. 2012-MD-1  
ULTRA-LOW SULFUR DIESEL AND UNLEADED GASOLINE**

**BID FORM PRICE SHEET – FERRY DIVISION  
RED-DYED CARB ULTRA-LOW SULFUR DIESEL**

DESCRIPTION OF PRODUCT TO BE SUPPLIED	OPIS FOR SAN FRANCISCO DATED 10/13/2011 (Using Rack Average for Product)	ADD ON PER GALLON	DEDUCT PER GALLON	BIDDING NET AVG. (Check if YES)	UNIT BID PRICE	MULTIPLY	ESTIMATED GALLONS FOR ONE-YEAR	EQUALS	ESTIMATED TOTAL PRICE FOR ONE YEAR
Year 1	\$ _____ per gallon	\$ _____ per gallon	\$ _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	X	1,580,000	=	\$ _____
Year 2	\$ _____ per gallon	\$ _____ per gallon	\$ _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	X	1,580,000	=	\$ _____
<b>ESTIMATED GRAND TOTAL BID PRICE FOR A 2-YEAR TERM (ULSD)</b>									\$ _____

**Bid Prices shall exclude all federal taxes, state taxes, state sales or use taxes, and oil spill fees in accordance with Special Provisions 1.4.**

**NOTE: Bidder must attach documentation of CARB certification to its bid.**

**CONTRACT NO. 2012-MD-1  
ULTRA-LOW SULFUR DIESEL AND UNLEADED GASOLINE**

**BID FORM PRICE SHEET – FERRY DIVISION  
ULSD WITH A 5% BIO-DIESEL BLEND**

DESCRIPTION OF PRODUCT TO BE SUPPLIED	OPIS FOR SAN FRANCISCO DATED 10/13/2011 (Using Rack Average for Product)	ADD ON PER GALLON	DEDUCT PER GALLON	BIDDING NET AVG. (Check if YES)	UNIT BID PRICE	MULTIPLY	ESTIMATED GALLONS FOR ONE-YEAR	EQUALS	ESTIMATED TOTAL PRICE FOR ONE YEAR
Year 1	\$ _____ per gallon	\$ _____ per gallon	\$ _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	X	1,580,000	=	\$ _____
Year 2	\$ _____ per gallon	\$ _____ per gallon	\$ _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	X	1,580,000	=	\$ _____
<b>ESTIMATED GRAND TOTAL BID PRICE FOR A 2-YEAR TERM (BIO-DIESEL)</b>									\$ _____

Bid Prices shall exclude all federal taxes, state taxes, state sales or use taxes, and oil spill fees in accordance with Special Provisions 1.4.

**NOTE: The Ferry Division currently uses ULSD Red-Dyed, but may switch to Bio Diesel 5%. A determination will be made at time of award.**

**CONTRACT NO. 2012-MD-1  
ULTRA-LOW SULFUR DIESEL AND UNLEADED GASOLINE**

**BID FORM PRICE SHEET – BUS TRANSIT DIVISION  
CLEAR CARB ULTRA-LOW SULFUR DIESEL**

DESCRIPTION OF PRODUCT TO BE SUPPLIED	OPIS FOR SAN FRANCISCO DATED 10/13/2011 (Using Rack Average for Product)	ADD ON PER GALLON	DEDUCT PER GALLON	BIDDING NET AVG. (Check if YES)	UNIT BID PRICE	MULTIPLY	ESTIMATED GALLONS FOR ONE-YEAR	EQUALS	ESTIMATED TOTAL PRICE FOR ONE YEAR
Year 1	\$ _____ per gallon	\$ _____ per gallon	\$ _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	X	1,579,826	=	\$ _____
Year 2	\$ _____ per gallon	\$ _____ per gallon	\$ _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	X	1,579,826	=	\$ _____
<b>ESTIMATED GRAND TOTAL BID PRICE FOR A 2-YEAR TERM (ULSD)</b>									\$ _____

**Bid Prices shall exclude all federal taxes, state taxes, state sales or use taxes, and oil spill fees in accordance with Special Provisions 1.4.**

**NOTE: Bidder must attach documentation of CARB certification to its bid.**

**CONTRACT NO. 2012-MD-1  
ULTRA-LOW SULFUR DIESEL AND UNLEADED GASOLINE**

**BID FORM PRICE SHEET – BUS TRANSIT DIVISION  
87 OCTANE GASOLINE**

DESCRIPTION OF PRODUCT TO BE SUPPLIED	OPIS FOR SAN FRANCISCO DATED 10/13/2011 (Using Rack Average for Product)	ADD ON PER GALLON	DEDUCT PER GALLON	BIDDING NET AVG. (Check if YES)	UNIT BID PRICE	MULTIPLY	ESTIMATED GALLONS FOR ONE-YEAR	EQUALS	ESTIMATED TOTAL PRICE FOR ONE YEAR
Year 1	\$ _____ per gallon	\$ _____ per gallon	\$ _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	X	20,000	=	\$ _____
Year 2	\$ _____ per gallon	\$ _____ per gallon	\$ _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	X	20,000	=	\$ _____
<b>ESTIMATED GRAND TOTAL BID PRICE FOR A 2-YEAR TERM (87 Octane)</b>									\$ _____

**Bid Prices shall exclude all federal taxes, state taxes, state sales or use taxes, and oil spill fees in accordance with Special Provisions 1.4.**

Name Under Which Business is Conducted:

\_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

Corporate Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

\*By: \_\_\_\_\_ Title: \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

*(Corporate Seal)*

\*Two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President, or Vice Present; and (2) Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Financial Officer. In the alternative, this Bid 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 by laws).

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

Joint Venture Name composed of: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

**CONTRACT NO. 2012-MD-1**  
**ULTRA-LOW SULFUR DIESEL AND UNLEADED GASOLINE**

**LIST OF REFERENCES**

Bidder shall list at least three references for which it provides or has provided comparable services. Failure to provide information regarding experience may result in rejection of the bid.

(a) Company Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Area Code/Phone \_\_\_\_\_

(b) Company Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Area Code/Phone \_\_\_\_\_

(c) Company Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Area Code/Phone \_\_\_\_\_

(d) Company Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Area Code/Phone \_\_\_\_\_

**CONTRACT NO. 2012-MD-1**  
***ULTRA-LOW SULFUR DIESEL AND UNLEADED GASOLINE***

**DISQUALIFICATION QUESTIONNAIRE**

The bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes\* \_\_\_\_\_ No \_\_\_\_\_

\*If the answer is yes, explain the circumstances in the following space:

**NOTE: This questionnaire constitutes a part of the Bid, and signature on any portion of this Bid shall constitute signature on this questionnaire.**

**GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT**  
**Prime Contractor and Subcontractor/Subconsultant/Supplier Report**

Bidder's Name: \_\_\_\_\_ Contract # and Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Is your firm a Disadvantaged Business Enterprise: Yes \_\_\_\_\_ No \_\_\_\_\_  
 Owner or Contact Person: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

**Instructions:** (1) Bidder is required to furnish the following information on ALL subcontractors that will perform work, provide labor or render services in connection with this contract pursuant to §§4100-4114 of the Public Contract Code of the State of California and the District's sub-bid reporting requirements.  
 (2) In addition, Bidder MUST provide the following information on ALL subcontractors/subconsultants/suppliers that provided Bidder a bid, quote, or proposal for work, services or supplies associated with this contract. This information shall be provided for all sub-bidders regardless of tier for both DBEs and non-DBEs alike. Include all bid acceptance(s) AND rejection(s). Signature is required on page two of this form.

	Subcontractor/Subconsultant/Supplier Firm Name/Address/Contact Information	Contractor's License No. (if applicable)	DBE (Yes*/No)	Portion of Work or Type of Materials/Supplies	Dollar Amount of Work/ Materials/Supplies	Bid/Quote Accepted (Yes**/No)	DBE Amount***
1	Name: Address: Contact Person: Phone & Fax:						
2	Name: Address: Contact Person: Phone & Fax:						
3	Name: Address: Contact Person:3 Phone & Fax:						
4	Name: Address: Contact Person: Phone & Fax:						

**Prime Contractor and Subcontractor/Subconsultant/Supplier Report (Continued)**

Subcontractor/Subconsultant/Supplier Firm Name/Address/Contact Information		Contractor's License No. (if applicable)	DBE (Yes*/No)	Portion of Work or Type of Materials/Supplies	Dollar Amount of Work/ Materials/Supplies	Bid/Quote Accepted (Yes**/No)	DBE Amount***
6	Name:						
	Address:						
	Contact Person:						
	Phone & Fax:						
7	Name:						
	Address:						
	Contact Person:						
	Phone & Fax:						
8	Name:						
	Address:						
	Contact Person:						
	Phone & Fax:						

Attach additional sheets as necessary.

DBE Amount: \$ \_\_\_\_\_ = \_\_\_\_\_ % Bidder's DBE Achievement  
 Total Bid Amount: \$ \_\_\_\_\_

- \* If Yes, please also provide Unified Certification Program certification number in box. Bidders need to be aware that state and local governments may have other types of certifications with different requirements.
  - \*\* Do not indicate more than one "Yes" for alternative subcontractors for the same work.
  - \*\*\* DBE participation includes that portion of the work actually performed by a certified DBE with its own forces. For example, for DBE supplier, count 60% of the costs of materials and supplies.
- The undersigned will enter into a formal agreement with the subcontractor(s), subconsultant(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with the Golden Gate Bridge, Highway & Transportation District. I certify under penalty of perjury that the information included on this form is accurate and true.**

Signature of Owner or Authorized Representative \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Description of the Selection Process of  
Subcontractors/Subconsultants/Suppliers**

Contract # and Name: \_\_\_\_\_  
Bidder's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Owner or Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Provide a narrative description of how the bidder selected its subcontractors/subconsultants/suppliers, including the following elements: (Please attach additional sheets as necessary.)

- 1. Soliciting small businesses, including DBEs, to participate through all reasonable and available means.

Example: Include attendance at pre-bid meeting, advertisements, written notices and agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using small business concerns.

2. Selecting portions of the work that are economically feasible for small businesses, including DBEs.

Example: List items of work which the bidder made available to small business concerns, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate small business participation.

3. Providing adequate information about plans, specifications and requirements in a timely manner to small businesses, including DBEs.

Example: List dates of written notices soliciting bids from small businesses and the dates and methods used for following up initial solicitations to determine with certainty whether the small businesses were interested.

4. Negotiating in good faith with small business concerns, including DBEs.

- 5. Not rejecting small business concerns, including DBEs, as unqualified without sound business reasons.

Example: Explain reasons for rejecting bids from small business concerns and accepting bids from selected firms.

- 6. Making efforts to assist small business concerns, including DBEs, in obtaining required bonding, lines of credit, or insurance.

- 7. Making efforts to assist small business concerns, including DBEs, in obtaining necessary equipment, supplies or materials.

- 8. Describe any other steps that the bidder used to select its subcontractors/subconsultants/suppliers.

The undersigned certifies that the above narrative description is true and accurate, and may be relied upon by the District in evaluating the bidder's compliance with the bidding requirements.

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Signature of Owner or Authorized Representative      Title      Date

**ATTACHMENTS:**

- \_\_\_\_\_ List of References
- \_\_\_\_\_ Disqualification Questionnaire
- \_\_\_\_\_ Material Safety Data Sheets
- \_\_\_\_\_ Documentation of CARB certification for ULSD and CARB #2
- \_\_\_\_\_ Copy of DBE Certificate, if applicable
- \_\_\_\_\_ Prime Contractor and Subcontractor/Subconsultant/Supplier Report, if applicable
- \_\_\_\_\_ Description of Selection Process of Subcontractors/Subconsultants/Suppliers, if applicable
- \_\_\_\_\_ Acknowledgement of Addenda

## SAMPLE CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE				CERTIFICATE NUMBER									
<b>- SAMPLE -</b>		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.											
<b>PRODUCER</b>  <b>INSURED</b>  NAMED INSURED AND ADDRESS		COMPANIES AFFORDING COVERAGE											
		COMPANY A											
		COMPANY B											
		COMPANY C											
		COMPANY D											
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 THIS 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.													
CD LITE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASSIFIED MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$								
	<b>AUTOMOBILE LIABILITY</b> <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 \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$								
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETARY PARTNERS/DISOUTNE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<table border="1" style="width: 100%; font-size: x-small;"> <tr> <th style="width: 50%;">INC. STATU- TORY LIMITS</th> <th style="width: 50%;">OTH- ER</th> </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>	INC. STATU- TORY LIMITS	OTH- ER	EL EACH ACCIDENT	\$	EL DISEASE-POLICY LIMIT	\$	EL DISEASE-EACH EMPLOYEE	\$
INC. STATU- TORY LIMITS	OTH- ER												
EL EACH ACCIDENT	\$												
EL DISEASE-POLICY LIMIT	\$												
EL DISEASE-EACH EMPLOYEE	\$												
	<b>OTHER</b> <input type="checkbox"/> CONTRACTOR POLLUTION LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$								
<b>DESCRIPTION OF OPERATIONS/INDICATIONS/REMARKS/SPECIAL ITEMS</b> 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 INSUREDS ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES REFERENCED ABOVE.													
Janet S. Tarantino, Secretary of the District Golden Gate Bridge, Highway & Transportation District P.O. Box 9000, Presidio Station San Francisco, CA 94129-0601			SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL endeavor to MAIL ___ 30 ___ 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: _____								

**ACKNOWLEDGMENT OF ADDENDA**

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

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Date: \_\_\_\_\_

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SAMPLE CONTRACT**

## SAMPLE CONTRACT

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT (hereinafter referred to as "District") and \_\_\_\_\_ (hereinafter referred to as "Contractor").

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

1. **SCOPE OF WORK.** The Contractor shall furnish the District all materials and services in full accordance with the plans and specifications approved by the District entitled:

**CONTRACT NO. 2012-MD-1  
*ULTRA-LOW SULFUR DIESEL AND UNLEADED GASOLINE***

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

2. **TIME OF PERFORMANCE.** The Contractor shall deliver the fuel as set forth in Special Provision 3.4, pursuant to the Notice to Proceed.
3. **CONTRACT PRICE.** The Contractor shall faithfully perform each and every item of work required of it in this Contract at the prices set forth on the Bid Form, which includes any and all delivery charges and all other costs necessary for the furnishing of all materials and the performance of all services called for under the Contract. Applicable sales taxes shall be added separately on the invoice when issued. Payments to the Contractor shall be made at the time and in the manner provided in the Contract Specifications.
4. **TERM OF CONTRACT.** The term of this Contract shall be for a period of two (2) years, with an option to extend the Contract at the sole discretion of the District under the same terms and conditions for three (3) successive one (1)-year option periods.
5. **COMPONENT PARTS.** This Contract shall consist of the following documents, each of which is on file in the Office of the Secretary of the District and all of which are incorporated herein and made a part hereof by reference hereto:
  - (a) This Contract
  - (b) Notice Inviting Bids
  - (c) General Conditions and Instructions for Bidders
  - (d) Special Provisions
  - (e) Technical Specifications
  - (f) Bid Form (as accepted by the District)
  - (g) Copy of DBE Certificate, if applicable
  - (h) Prime Contractor and Subcontractor/Sub-consultant/Supplier Report, if applicable

- (i) Description of Selection Process of Subcontractors/Sub-consultants/Suppliers, if applicable
  - (j) Insurance Certificate
6. **SERVICE NOTICE.** Any notice required or permitted to be given under this Contract shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, in the case of the Contractor, at the business address specified in its bid, and in the case of the District, at P.O. Box 9000, Presidio Station, San Francisco, California 94129, or at any other address which either party may subsequently designate in writing to the other party.
7. **NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT.** The Contractor shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The Contractor shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the District deems appropriate.
8. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of California. Any action relating to, and all disputes arising under, this Contract shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the individual listed opposite its name to act as its initial agent for service of process relating to any such action.

**SAMPLE CONTRACT**

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

**FOR THE CONTRACTOR:**

Name Under Which Business is Conducted: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

**If SOLE OWNER, sign here:**

I sign as sole owner of the business named above.

\_\_\_\_\_

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

\_\_\_\_\_  
Denis Mulligan  
General Manager

\_\_\_\_\_  
Janet S. Tarantino  
Secretary of the District

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Attorney for the District

**SAMPLE CONTRACT**

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

**FOR THE CONTRACTOR:**

Name Under Which Business is Conducted: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

**If PARTNERSHIP, sign here:**

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Denis Mulligan  
General Manager

\_\_\_\_\_  
Janet S. Tarantino  
Secretary of the District

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Attorney for the District

**SAMPLE CONTRACT**

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

**FOR THE CONTRACTOR:**

Name Under Which Business is Conducted: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

**If CORPORATION, execute here:**

The undersigned certify that they sign this contract bid proposal with full and proper authorization to do so.

Corporate Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

\*By: \_\_\_\_\_ Title: \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

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

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

\_\_\_\_\_  
Denis Mulligan  
General Manager

\_\_\_\_\_  
Janet S. Tarantino  
Secretary of the District

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Attorney for the District

**SAMPLE CONTRACT**

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

**FOR THE CONTRACTOR:**

Name Under Which Business is Conducted: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

**If JOINT VENTURE, sign here:**

The undersigned certify that they sign this contract bid proposal with full and proper authorization to do so.

Joint Venture Name Composed of:

\_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

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

\_\_\_\_\_  
Denis Mulligan  
General Manager

\_\_\_\_\_  
Janet S. Tarantino  
Secretary of the District

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Attorney for the District