



GOLDEN GATE BRIDGE
 **HIGHWAY & TRANSPORTATION DISTRICT**

CONTRACT No. 2012-BT-5

for

FUEL INJECTORS FOR DIESEL ENGINES

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

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FUEL INJECTORS FOR DIESEL ENGINES**

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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-BT-5
FUEL INJECTORS FOR DIESEL ENGINES**

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 Fuel Injectors for Diesel Engines, 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.

DATE	ACTIVITY
Tuesday, November 1, 2011 @ 4:30 p.m.	Written requests for approved equals/clarifications are due.
Tuesday, November 15, 2011	District will respond to requests for approved equals. (Postmarked)
Tuesday, November 22, 2011 @ 2:00 p.m.	Bid opening. Golden Gate Bridge, Highway and Transportation District Administration Building, Toll Plaza San Francisco, CA 94129-0601

- 1.3 Bid Forms.** Bids shall be submitted on the District's "Bid Form" attached hereto, and enclosed in a sealed envelope marked "**CONTRACT NO. 2012-BT-5, FUEL INJECTORS FOR DIESEL ENGINES,**" and plainly endorsed with Bidder's name and address. Bids will 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 on **Tuesday, November 22, 2011, by 2:00 p.m.**, at which time they will be publicly opened and read in the Board Room of said building.

The Grand Total Bid Price shall include all delivery charges, warranties, taxes, core charges and all other costs, if any, up to the time of final acceptance of the Fuel Injectors for Diesel Engines by the District at 1011 Andersen Drive, San Rafael, CA 94901.

Each Bid Form must be signed on Bid Form Page 2 by one or more individuals with authority to bind the Contractor to the Bid. Please see General Condition 3 and the Bid Form. All Bids without the appropriate signature(s) on Bid Form Page 2 may be deemed non-responsive and may result in the rejection of the Bid. Bidder must submit the three-page Bid Form properly executed.

1.4 Documents to Accompany Bid. The Bid shall be accompanied by the following:

- (1) Copy of the applicable warranties for the units to be furnished under this Contract, pursuant to Special Provision 3.7
- (2) Technical Specifications and Data Sheets for the model(s) or parts requested or approved by the District
- (3) Copy of DBE Certification, if applicable
- (4) Acknowledgment of Addenda, if any

1.5 Approved Equals. 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 judgement 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, articles, material, or process, and its decision shall be final.

1.6 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 District, in writing, by **Tuesday, November 1, 2011, by 4:30 p.m.** Any requests of approved equals must be fully supported with 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 will be postmarked or otherwise sent to the Bidder by **Tuesday, November 15, 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.

- 1.7 **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(s) is fair and reasonable. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost of the equipment and 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 may result in the Bidder being declared non-responsive.

SECTION 2. AWARD OF CONTRACT AND EXECUTION OF CONTRACT

- 2.1 **Award of Contract.** The award of Contract, if any, will be made within sixty (60) calendar days after the Bid opening to the lowest responsive and responsible Bidder. Each Bid as submitted shall remain in effect for sixty (60) calendar days after the date the Bids are opened. No Bidder may withdraw its Bid during the time period.

The lowest responsive and responsible Bidder for Fuel Injectors for Diesel Engines shall be determined by comparing and evaluating the Grand Total Bid Price.

The quantities listed on the Bid Form are the District's estimated requirements at this time and are provided for the bidder's information. While this estimated amount will be used as the basis for evaluating bids, the District's purchase order(s) will be for the amounts actually required. The District does not guarantee, either expressly or by implication, to purchase these quantities and the right is reserved to purchase any greater or lesser quantities. The District also reserves the right to buy these products from other Contractors.

The District reserves the right to reject any and all Bids or to waive any irregularities or informalities in any Bid or in the bidding procedure.

2.2 Term of Contract/Price Adjustment.

- A. **Term of Contract.** The Contract shall be a firm, fixed price, subject to price adjustments as set forth in sub-paragraph B. below, indefinite quantity Contract for two (2) years, unless terminated sooner pursuant to Special Provision 3.9.
- B. **Price Adjustments.** Bid Unit Prices shall remain firm for a minimum of one (1) year from the commencement of the Contract. For the next successive one (1) year period of the Contract, the prices for each of the items furnished hereunder 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 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 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 acceptable, the price adjustment shall apply to the second one-year period.

The District shall notify the Contractor only if the proposed adjustment is unacceptable. If the adjustment as proposed is not acceptable to the District, the District and the Contractor shall negotiate a price adjustment within thirty (30) calendar days after the Contractor's submission of a request for price adjustment and accompanying documentation.

In the event the District and the Contractor fail to reach an agreement on a price adjustment, the parties may agree to the continued performance of the Contract without making the price adjustment, or, alternatively, either party may terminate the Contract by giving the other party thirty (30) days written notice of such termination, during which period performance will continue without making the price adjustment.

- 2.3 **Bidder's Bond.** The Bidder's Security as described in Paragraph 15 of the General Conditions shall not apply to this Contract.
- 2.4 **Faithful Performance Bond.** The Faithful Performance Bond as described in Paragraph 27 of the General Conditions shall not apply to this Contract.

SECTION 3. CONTRACT PERFORMANCE

- 3.1 **General.** Contractor shall perform all work and undertake all services detailed in the Contract Documents in accordance with specified requirements, terms, and conditions.
- 3.2 **Time of Performance.** The Fuel Injectors for Diesel Engines shall be delivered to the District within thirty (30) days after the issuance of the Notice to Proceed or issuance of individual purchase orders.
- 3.3 **Delivery Location.** The Fuel Injectors for Diesel Engines will be delivered F.O.B. to Golden Gate Transit, 1011 Andersen Drive, San Rafael, CA 94901 between the hours of 7:00 a.m. – 3:00 p.m. Monday through Friday.

- 3.4 **Cores.** The Fuel Injectors for Diesel Engines are ordered to maintain inventory levels; therefore cores may not be available for exchange at the time of delivery. Cores will be returned as available. Core exchange levels will be communicated to Contractor at time of order. Contractor shall issue core credit to the District within thirty (30) days of exchange.
- 3.5 **Changes to Requirements.** The District may at any time, by written notice, make changes in quantity, method of shipping or packing, and time or place of delivery. Nothing in this Section shall excuse the Contractor from so proceeding.
- 3.6 **Liquidated Damages.** As it is essential that Contractor adheres to the time schedule for delivery of the Fuel Injectors for Diesel Engines, the liquidated damages provided for in Paragraph 37 of the General Conditions and Instructions for Bidders shall be in the amount of Fifty Dollars (\$50) for each and every calendar day that delivery of the Fuel Injectors for Diesel Engines is beyond the completion date specified in Paragraph 3.2 of these Special Provisions.
- 3.7 **Performance Warranty.** Contractor shall furnish the District with the warranties on defects in workmanship and material applicable to the Fuel Injectors for Diesel Engines furnished hereunder, which shall be for a period of one (1) year. All warranties shall commence upon *installation* of the Fuel Injectors for Diesel Engines by the District. All components of the units as delivered to the District are to be the latest, most current model available. No used, obsolete, or unwarranted models will be accepted. All necessary repairs, renewals, changes, adjustments, or modifications in the complete units due to defective materials or workmanship occurring within the warranty period of one year shall immediately be corrected, within no more than thirty (30) days by the Contractor at its expense and with a minimum of inconvenience to the District. Contractor shall furnish copies of the applicable warranties for the Fuel Injectors for Diesel Engines to be furnished under this Contract with the Bid Documents.

It is understood and agreed that the District does not waive any warranty, either express or implied, in Sections 2312 through 2317, inclusive, of the California Commercial Code, or any liability of the Manufacturer or Contractor as may be determined by a decision of the court of the State of California or of the United States.

- 3.8 **Contributing Damage to Emission Control Device.** Contractor shall be responsible for remedying damage caused by a failed or defective Fuel Injector to the exhaust after-treatment device by either cleaning if possible or replacement of damaged component.
- 3.9 **Payments.** In accordance with Paragraph 36 of the General Conditions and Instructions for Bidders, the District shall make payment to the Contractor following the receipt of proper statements or invoices for Fuel Injectors for Diesel Engines furnished within thirty (30) days of the date of the District's acceptance of the Fuel Injectors for Diesel Engines.
- 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. In the event of such termination, Contractor shall immediately

stop all work. Upon termination for the convenience of the District, the District shall only be liable for the goods delivered to and accepted by the District before the effective date of termination. In the event that Contractor breaches the terms or violates the conditions of this Contract, the District may immediately terminate the Contract. Notice of such termination for default will be by Certified Mail. The Contractor will only be paid the Contract price for goods delivered and accepted in accordance with the manner set forth in this 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 Contractor's breach of the terms or violation of the conditions in this Contract.

TECHNICAL SPECIFICATIONS

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

CONTRACT NO. 2012-BT-5 FUEL INJECTORS FOR DIESEL ENGINES

TECHNICAL SPECIFICATIONS

1.0 General

Specifications below are for remanufactured Fuel Injectors to be used on Diesel Engines as specified below, some with Cleraire-Longview and Johnson Mathey exhaust after treatment.

2.0 Specifications

- A. Part Number: DDC P/N R5237787, Bosch P/N RB5237787 or approved equal
 Engine Manufacturer: Detroit Diesel
 Engine Model: Series 50, 2.5 EGR
 Engine Size: 8.5L
 Rated Power: 275hp
 Application: 2003 Orion V, T-drive configuration
 1991 TMC 065, V-drive configuration
- B. Part Number: DDC P/N R5235575, Bosch RB5235575 or approved equal
 Engine Manufacturer: Detroit Diesel
 Engine Model: Series 60 4.0
 Engine Size: 12.7L
 Rated Power: 430hp
 Application: 1996 and 1999 MCI 102DL3, T-drive configuration
- C. Part Number: DDC P/N R5236978, Bosch RB5236978 or approved equal
 Engine Manufacturer: Detroit Diesel
 Engine Model: Series 50
 Engine Size: 8.5L
 Rated Power: 275hp
 Application: 2000 Nova 82VN, V-drive configuration
- D. Part Number: DDC P/N R5237820, Bosch RB5237820 or approved equal
 Engine Manufacturer: Detroit Diesel
 Engine Model: Series 60, EGR
 Engine Size: 12.7L
 Rated Power: 430hp
 Application: 2003 MCI D4500, T-drive configuration

- E. Part Number: Cummins P/N 3949619NX, or approved equal
Engine Manufacturer: Cummins
Engine Model: 2010 ISM07
Engine Size: 10.8L
Rated Power: 410hp
Application: 2010 MCI D4500, T-drive configuration

- F. Part Number: Cummins P/N 4902921NX, or approved equal
Engine Manufacturer: Cummins
Engine Model: 2007 ISM02
Engine Size: 10.8L
Rated Power: 330hp
Application: 2007 New Flyer Articulated Coaches

- G. Part Number: Cummins P/N 2872127NX, or approved equal
Engine Manufacturer: Cummins
Engine Model: 2010 ISL07
Engine Size: 8.8L
Rated Power: 280hp
Application: 2010 New Flyer Hybrid

BID FORM

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

**CONTRACT NO. 2012-BT-5
FUEL INJECTORS FOR DIESEL ENGINES**

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 APPLICABLE DELIVERY CHARGES, WARRANTIES, TAXES, CORE CHARGES AND ALL OTHER COSTS NECESSARY FOR THE FURNISHING OF ALL EQUIPMENT AND THE PERFORMANCE OF ALL SERVICES CALLED FOR UNDER THE FOLLOWING CONTRACT.

<u>Item No.</u>	<u>Description</u> (size in inches)	<u>Annual</u> <u>Estimated</u> <u>Quantity</u>	<u>Unit Price</u>	<u>Core Charge</u>	<u>Extended</u> <u>Price</u>
1.	DDC P/N R5236978, Bosch P/N RB5236978, or approved equal	20			
2.	DDC P/N R5237820, Bosch P/N RB5237820, or approved equal	6			
3.	DDC P/N R5237787, Bosch P/N RB5237787, or approved equal	160			
4.	DDC P/N R5235575, Bosch P/N RB5235575, or approved equal	6			
5.	Cummins P/N 3949619NX, or approved equal	18			
6.	Cummins P/N 4902921NX, or approved equal	6			
7.	Cummins P/N 2872127NX, or approved equal	6			
8.	Sub Total				
9.	9.5 % Sales Tax				
10.	Delivery				
11.	Grand Total Bid Price (Sum of Extended Price for Items 1-10)				

Name Under Which Business is Conducted: _____

Business Address: _____

Telephone No.: _____ **Facsimile No:** _____

[] Check here if entity is a Disadvantaged Business Enterprise (DBE) and include a copy of the firm's DBE Certification with 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 contract 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 to do so:

Corporate Name: _____

By: _____ **Title:** _____

***By:** _____ **Title:** _____

Incorporated under the laws of the State _____

** Two corporate officers must sign on behalf of the corporation as follows: (1) chairman of the board, president, or vice president; 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 contract bid with full and proper authorization to do so:

Joint Venture Name Composed of: _____

By: _____ **Title:** _____

By: _____ **Title:** _____

ATTACHMENTS:

- _____ Copy of the applicable warranties for the units to be furnished under this Contract, pursuant to Special Provision 3.7
- _____ Technical Specifications and Data Sheets for the models requested or approved by the District
- _____ Copy of DBE Certification, if applicable
- _____ Acknowledgment of Addenda, if any

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-BT-5
FUEL INJECTORS FOR DIESEL ENGINES

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

2. **TIME OF PERFORMANCE.** The Contractor shall deliver the materials as set forth in Special Provision 3.2, pursuant to the Notice to Proceed.
3. **CONTRACT PRICE.** The Contractor shall faithfully perform each and every item of work required under this Contract and shall be compensated at the Unit Prices quoted on the Bid Form. Payments shall be made to the Contractor 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, unless terminated sooner pursuant to Special Provision 3.9.
5. **COMPONENT PARTS.** This Contract shall consist of the following documents, each of which is on file in the office 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 District)
 - (g) Copy of DBE Certificate, if applicable
 - (h) Addenda, if any
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.** The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor 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. 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.

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 Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the individual listed opposite its name to act as its initial agent for service of process relating to any such action.

SAMPLE CONTRACT

IN WITNESS WHEREOF, District has caused these presents to be executed by the District's officer thereunto duly authorized, and 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: _____ Fax 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, District has caused these presents to be executed by the District's officer thereunto duly authorized, and 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: _____ Fax 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 so to do (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, District has caused these presents to be executed by the District's officer thereunto duly authorized, and 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: _____ Fax No: _____

If CORPORATION, execute here:

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

Corporate Name: _____

By: _____ Title: _____

*By: _____ Title: _____

Incorporated under the laws of the State of _____

(Corporate Seal)

* If the Contractor is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer.

**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, District has caused these presents to be executed by the District's officer thereunto duly authorized, and 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: _____ Fax No: _____

If JOINT VENTURE, sign here:

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

Joint Venture Name Composed of:

By: _____ Title: _____

By: _____ Title: _____

Incorporated under the laws of the State of _____

(Corporate Seal)

**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