



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

CONTRACT No. 2012-MD-2

for

*PRINTING OF GOLDEN GATE TRANSIT SYSTEM  
TIMETABLES AND GUIDES*

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

**CONTRACT NO. 2012-MD-2**

***PRINTING OF GOLDEN GATE TRANSIT SYSTEM TIMETABLES AND GUIDES***

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**NOTICE INVITING BIDS**

**NOTICE IS HEREBY GIVEN** that sealed bids will be received in the Office of the Secretary of the District, Golden Gate Bridge, Highway and Transportation District (District) either by U.S. Postal Service addressed to its mailing address, P.O. Box 9000, Presidio Station, San Francisco, CA 94129-0601; or by courier or personal delivery to the Administration Building, Golden Gate Bridge Toll Plaza, San Francisco, CA, on **Tuesday, February 14, 2012, by 2:00 p.m., Pacific Standard Time**, at which time bids will be publicly opened and read in the Board Room of said building for the following:

**CONTRACT NO. 2012-MD-2**  
**PRINTING OF GOLDEN GATE TRANSIT SYSTEM TIMETABLES AND GUIDES**

The District seeks bids for the printing of Golden Gate Transit System Timetables and Guides (Timetables and Guides). Bids shall be submitted on the District's "Bid Form" and enclosed in a sealed envelope marked, "**CONTRACT NO. 2012-MD-2, PRINTING OF GOLDEN GATE TRANSIT SYSTEM TIMETABLES AND GUIDES,**" and plainly endorsed with the Bidder's name and address.

A Pre-Bid Conference will be held in the San Rafael District Conference Room at Administration Building, 1011 Andersen Drive, San Rafael, CA, on **Wednesday, January 25, 2012, at 10:00 a.m., Pacific Standard Time**.

The District hereby notifies all Bidders that it is the policy of the District to ensure nondiscrimination on the basis of race, color, national origin or sex in the award and administration of contracts. Bidders are strongly encouraged to obtain Disadvantaged Business Enterprise (DBE) participation on this project, although there is no contract-specific DBE goal. Bidders are encouraged to attend the pre-bid conference to better understand the applicable DBE requirements. For DBE assistance, contact Gail Jackson, DBE Program Administrator, at (415) 257-4581.

Requests for approved equals, modifications or clarifications of any requirement must be submitted in writing on **Tuesday, January 31, 2012, by 4:30 p.m., Pacific Standard Time**.

Bids will be examined and reported to the General Manager within sixty (60) calendar days after the bids have been opened. The District reserves the right to reject any and all bids; or to waive any irregularities or informalities in any bid or in the bid procedure; or to postpone the bid opening for good cause. No Bidder may withdraw its bid for a period of sixty (60) calendar days after the date of opening of the bids. Each Bidder will be notified of award of contract, if award is made.

The Bid Documents are available for download on the District's web site. The sample Timetable and Guide is not available for download and can only be obtained from the Office of the Secretary of the District. To download the Bid Documents, go to the District's web site home page at <http://www.goldengate.org>, click on Contract Opportunities, scroll down to Multiple Division and look for 2012-MD-2. For those who wish to download the Bid Documents from the District's web site, your name will not appear on the District's *List of Potential Bidders* unless you notify the Office of the Secretary of the District. The District requests that all potential Bidders who download Bid Documents complete the *List of Potential Bidders* form in Word format, posted with the Bid Documents, and return the form to the Office of the Secretary of the District. Ultimately, it is the responsibility of the Bidder to check the District's web site for any Addenda that may be issued relative to this Bid.

To inspect and obtain the Bid Documents and obtain a sample Timetable and Guide, please contact the Office of the Secretary of the District by telephone at (415) 923-2223, by e-mail at [districtsecretary@goldengate.org](mailto:districtsecretary@goldengate.org), or by facsimile at (415) 923-2013.

  
Janet S. Tarantino, Secretary of the District

Dated at San Francisco, this 10<sup>th</sup> day of January 2012.

**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 General Manager or President of the Board 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/she 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-2**

***PRINTING OF GOLDEN GATE TRANSIT SYSTEM TIMETABLES AND GUIDES***

**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 for the printing of Golden Gate Transit System Timetables and Guides, in full accordance with these specifications. The Contract shall be for a period of one (1) year, commencing on the date the District issues a Notice to Proceed, unless sooner terminated pursuant to Special Provision 3.3. The District shall have the option to extend the Contract for four (4) one (1)-year option extensions as set forth in Special Provision 2.3.
- 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>   |
|---|---|
| Wednesday, January 25, 2012<br>@ 10:00 a.m. | Pre-Bid Conference<br>San Rafael District Conference Room<br>Golden Gate Transit Administration Offices<br>District Division Administration Building<br>1011 Andersen Drive<br>San Rafael, CA |
| Tuesday, January 31, 2012<br>@ 4:30 p.m.    | Written requests for approved equals/modifications/<br>clarifications and samples of substitutes offered are due.   |
| Tuesday, February 7, 2012                   | District will respond to requests for approved equals<br>(Postmarked).  |
| Tuesday, February 14, 2012<br>@ 2:00 p.m.   | Bid Opening<br>Board Room<br>Golden Gate Bridge, Highway and Transportation District<br>Administration Building<br>Golden Gate Bridge Toll Plaza<br>San Francisco, CA                         |

**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-2, PRINTING OF GOLDEN GATE TRANSIT SYSTEM TIMETABLES AND GUIDES,**" 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, by **Tuesday, February 14, 2012, 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.

The Grand Total Bid Price set out in the Bid shall state the price per year for the printing of all work required under the Contract, as detailed in the Technical Specifications, including all applicable materials, taxes, delivery, overhead, profit, labor, insurance, and all other costs that may be incurred by the Contractor. The Bid Price shall remain firm during the entire term of the Contract and any option periods thereafter unless adjusted according to Special Provision 2.3.

Each Bid Form must be signed on Bid Form page 3 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 3 may be deemed non-responsive and may result in the rejection of the bid. Bidder must submit the four-page Bid Form properly executed.

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

- (1) Bidder's Statement of Experience and Qualifications as required in Special Provision 1.11
- (2) Prime Contractor and Subcontractor/Subconsultant/Supplier Report
- (3) Description of Selection Process of Subcontractors/Subconsultants/Suppliers
- (4) Copies of DBE Certifications, if applicable
- (5) Acknowledgment of Addenda, if any

**1.5 Pre-Bid Conference.** There shall be a Pre-Bid Conference prior to the bid submission deadline. District staff will be available to answer general questions pertaining to the Contract Documents. Any questions that may require staff research to answer or that will otherwise modify the meaning or intent of this Contract shall be submitted to the District in writing as described in Special Provision 1.7 below. The Pre-Bid Conference will be held in the San Rafael District Conference Room at the Golden Gate Transit Administration Offices, District Division Administration Building, 1011 Andersen Drive, San Rafael, CA, on **Wednesday, January 25, 2012, at 10:00 a.m., Pacific Standard Time.**

**1.6 Approved Equals.** In order to establish a basis for equality, certain materials, processes, types of machinery and equipment may be specified in the specifications, either by description of process 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's Marketing and Communications Department. In order for the District's Marketing and Communications Department to properly establish the equality of an offered paper substitute, request for approval for any proposed substitution or "approved equal" must be submitted in writing to the District by the deadline specified in Special Provision 1.7 below. The supplier must furnish with its written request samples of substitute paper to enable the District to determine whether the product in question is or is not equal to that specified. It should be understood further that specifying a substitute paper in these specifications shall not relieve the supplier from its responsibility to produce the product in accordance with the performance warranty and contractual requirements herein. The District shall be the sole judge as to the equality and suitability of the proposed alternatives or equals.

- 1.7 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, January 31, 2012, 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 specification requirement, including samples as further explained below in Section 1.8. 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, February 7, 2012.** 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.
- 1.8 Samples.** Samples of proposed substitutes are required and must be furnished free of charge to the District, and if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at the Bidder's expense. Samples must be furnished with written requests for approval as set forth in Special Provisions 1.6 and 1.7 above.
- 1.9 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.

- 1.10 Bid Prices/Completion of Bid Form.** The prices quoted on the Bid Form shall remain firm during the entire base term of the Contract. Where the printing price is called for on

the Bid Form, complete the blank spaces as required quoting the amount that reflects all costs required to perform the specified work and services, including, but not limited to, all materials, overhead, profit, labor, insurance and all other charges that may be incurred by Bidder in rendering the service called for under this Contract other than delivery, taxes and which shall be separately quoted where specified. The District anticipates placing four (4) orders for each Bid item per year. **Therefore, the printing price should be multiplied by four (4) where indicated to obtain the extended price per year.** The Grand Total Bid Price shall be the sum of the Bid items and the applicable California State Sales tax. The "Author's Corrections" sections on the Bid Form represents the District's best estimate of its requirements for such services for a one (1)-year period. The estimate of hours required is based on past experience and is provided to give each Bidder a reliable assessment of the District's requirements. The actual hours of service required by the District during the term of Contract may differ from these estimates.

**1.11 Qualification of Bidders.** A Bidder must be a person or firm who regularly performs printing services. The Bidder must have the necessary capabilities and equipment for printing of Golden Gate Transit System Timetables and Guides, including the personnel, training and experience necessary to successfully perform this Contract. The District reserves the right to inspect the Contractor's printing premises prior to the issuance of a Contract and at any time during the Contract period. If the Contractor's plant (the location where actual printing occurs) is located outside of Marin County, Sonoma County, San Mateo County, Santa Clara County, City and County of San Francisco, Contra Costa County, or Alameda County, the Contractor shall bear the cost of travel and other miscellaneous expenses (airfare, hotel, car rental, and the District's established per diem for meals and incidentals) for one (1) District representative to visit the Contractor's plant for various purposes, including but not limited to, inspections and/or press checks as may be required. This requirement will apply to any order placed under this Contract. Each Bidder must submit the attached Bidder's Statement of Experience and Qualifications with the Bid, including a list of five (5) firms for whom it performed or is performing printing services. Failure to do so may result in rejection of the Bid.

**1.12 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.

**1.12.1 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 \$1.32 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 \$1.32 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.

#### **1.12.2 DBE Participation Goal**

- A. **DBE Participation Goal for the Performance of this Contract.** Bidders are strongly encouraged to obtain Disadvantaged Business Enterprise (DBE) participation on this project, although there is no contract-specific DBE goal.

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.

### **1.12.3 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/Subconsultant/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.

#### **1.12.4 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.

#### **1.12.5 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.

#### **1.12.6 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.

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 the Contractor's receipt of progress payments.

The completed Monthly Prompt Payment Report shall provide the firm

name, contact name and telephone number, 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.

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

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

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

**2.1 Award of Contract.** The award of Contract, if any, will be made within sixty (60) days after the Bid opening to the lowest 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 this time period. The lowest responsible Bidder shall be determined by comparing and evaluating the Grand Total Bid Price for the printing of Golden Gate Transit System Timetables and Transit Guides. 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 procedures.

The quantities listed are the estimated annual requirements. Reprinting of the Timetables and Guides may not be required during the course of the Contract. If reprints are necessary, the price shall be as quoted on the Bid Form. **The District does not guarantee, either expressed or implied, that it will purchase the stated amounts, but reserves the right to purchase any greater or lesser quantities.** The Contractor shall be bound to the prices on the Bid Form for the duration of the Contract term, except as may be otherwise specified in Special Provision 2.3.

**2.2 Contract Term.** The initial term of the Contract shall commence on the date the District issues a Notice to Proceed, and shall continue for a one (1)-year period, unless sooner terminated pursuant to Special Provision 3.3. The District shall have the option to extend the Contract for four (4) one (1)-year additional terms as set forth in Special Provision 2.3.

**2.3 Options.** The District reserves the right to exercise its option to extend the Contract for four (4) one (1)-year additional terms at the same terms and conditions that applied during the initial term. The Bid Price per printing quoted on the Bid Form shall remain in effect during the base one (1)-year term of the Contract. Should the District elect to exercise said options, the Contractor will be notified in writing thirty (30) days prior to the commencement of the option term. At that time the Contractor will be allowed to submit, in writing, a proposed increase in the price up to but not exceeding five percent (5%) per required services of the appropriate price then in effect based upon a corresponding increase in the Contractor's cost.

The Contractor must submit written evidence satisfactory to the District in support of any increase in price.

**2.4 Overages and Underages.** The District may, at its discretion, pay for up to two percent (2%) overages, based on ordered quantities, but will not accept less than the quantities ordered.

**2.5 Delivery.** The District will request each order of Timetables and Guides needed and the Contractor shall deliver each order on pallets F.O.B. to the District, 1011 Andersen Drive, San Rafael, CA 94901 as follows:

Partial deliveries defined as half of the quantities of each item ordered must be received twelve (12) working days after the date of the District's submission of artwork to the Contractor. The remaining quantities of each item ordered must be received by fifteen (15) working days after the date of the District's submission of artwork to the Contractor.

The time required for the District's approval and acceptance of printed Guides and Timetables will not be counted in the computation of the delivery period.

## 2.6 **Billing**

Invoices shall be rendered in duplicate to:

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

2.7 **District Representatives.** All exchange of technical and administrative information pertinent to this project will take place with the District Representatives, Melanie Sanborn or Peter Guthlein, who can be reached at (415) 257-4549 or (415) 257-4441.

2.8 **Required Equipment.** In providing the services hereunder, the Contractor or an approved Subcontractor must have a five (5)-color press to print the book cover. The printing must run on a press with at least five (5) printing stations so that all five (5) colors are printed in one pass. Internal pages can be printed with a four (4)-color press. If the Contractor uses a web press, the press must be equipped with an automatic registration capability.

## 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 specified requirements, terms and conditions.

3.2 **Acceptance and Payment.** Following delivery of the Timetables and Guides, the District shall undertake a fifteen (15) calendar day period for inspection of the Timetables and Guides. If the District determines that the Timetables and Guides are not in conformity with the specification requirements, or that there are defects or deficiencies in the materials, the District shall notify the Contractor of such deficiencies or nonconformity in writing within the aforementioned fifteen (15) calendar 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 ten (10) calendar 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 materials and terminate the Contract for breach as provided below in Special Provision Section 3.3, Termination. Alternatively, the District may cause the reprinting to be made by its own or other forces, whereupon the cost of the reprinting shall be deducted from sums otherwise due the Contractor.

In accordance with Paragraph 36 of the General Conditions, the District shall make payment to the Contractor following the receipt of proper statements or invoices for the

complete order within thirty (30) days of the date of final acceptance of the orders by the District.

- 3.3 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, the Contractor shall immediately stop all work. 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 repair 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 the terms or violation of the conditions in this Contract, and the Contractor does not correct such breaches or violations within the ten (10) day period.

- 3.4 Subcontracting and Delegation.** The Contractor shall not subcontract any work required under the Agreement without the prior written approval of the District, which shall not be unreasonably withheld. The Bidder shall list on the attached Bidder's Statement of Experience and Qualifications, the name(s) and business address(es) of each Subcontractor to whom the Bidder proposes to subcontract with for any portion of the work.

## **TECHNICAL SPECIFICATIONS**

**GOLDEN GATE BRIDGE HIGHWAY AND TRANSPORTATION DISTRICT**

**CONTRACT NO. 2012-MD-2**

**PRINTING OF GOLDEN GATE TRANSIT SYSTEM TIMETABLES AND GUIDES**

**TECHNICAL SPECIFICATIONS**

**I. TIMETABLE PAMPHLETS**

**General**

There are three different timetable pamphlets listed below. They are similar in format and design, but they vary in the quantity printed of each timetable.

**Quantity**

| <u>Pamphlet Title</u> | <u>Estimated<br/>Quantity Per Year</u> |
|-----------------------|--|
| Routes 35/36          | 19,000                                 |
| Routes 40/42          | 47,000                                 |
| Hwy 101 Corridor      | 64,000                                 |
| <hr/>                 |  |
| <b>TOTAL</b>          | <b>130,000</b>                         |
| <hr/>                 |  |

**Size**

Sample Timetable Pamphlet can be obtained from the Office of the Secretary of the District by telephone at (415) 923-2223, by facsimile at (415) 923-2013, or by e-mail at [districtsecretary@goldengate.org](mailto:districtsecretary@goldengate.org).

| <u>Pamphlet Title</u> | <u>Flat<br/>Width</u> | <u>Flat<br/>Height</u> | <u>Folded<br/>Width</u> | <u>Folded<br/>Height</u> |
|-----------------------|-----------------------|------------------------|-------------------------|--------------------------|
| Routes 35/36          | 19.5"                 | 8.5"                   | 3.9"                    | 8.5"                     |
| Routes 40/42          | 19.5"                 | 8.5"                   | 3.9"                    | 8.5"                     |
| Hwy 101 Corridor      | 19.5"                 | 8.5"                   | 3.9"                    | 8.5"                     |

**Pages**

| <u>Pamphlet Title</u> | <u>No. of Panels</u> |
|-----------------------|----------------------|
| Routes 35/36          | 5                    |
| Routes 40/42          | 5                    |
| Hwy 101 Corridor      | 5                    |

### **Bindery & Packaging**

Each pamphlet is to be letter-folded and bundled into quantities of 100 pamphlets and packed in boxes so that the weight of each box does not exceed 25 pounds. The boxes shall be clearly marked on the sides as to their contents (quantity, date—for example “Summer 2012”, pamphlet type).

### **Stock**

Fifty-pound offset No. 3 grade, or equivalent, is to be used.

### **Printing**

**FRONT:** Single specified PMS color plus black with a full bleed.

**BACK:** Black plus single specified PMS with no bleeds.

### **Artwork/Film**

The District will provide artwork on disk in PDF format from a Mac platform to the Contractor. Film or digital proof will be provided by the Contractor.

### **Proofs**

A blue line proof and color key of all the **PAMPHLETS** is required.

### **Press Check**

A District Representative may perform press checks as deemed appropriate by mutual agreement between the District Representative and the Printer.

## **II. TRANSIT GUIDES**

### **General**

The Golden Gate Transit Guide is a compendium of Golden Gate Transit timetables.

### **Quantity**

Estimated Quantity for one year: 280,000

Total number at each request may vary from 65,000 to 80,000. The District will inform the Contractor of exact quantities needed at least two (2) weeks prior to artwork being supplied to the Contractor.

## Size

Sample Transit Guide can be obtained from the Office of the Secretary of the District by telephone at (415) 923-2223, by facsimile at (415) 923-2013, or by e-mail at [districtsecretary@goldengate.org](mailto:districtsecretary@goldengate.org).

## Width by Height

|   |  |
|---|--|
| <b>COVER</b> - Opened flat                    | 30.25" by 8.5"   |
| Cover left of saddle stitch                   | 7.75" by 8.5"  |
| Cover right of saddle stitch                  | 22.5" by 8.5" (rolled fold [folded inward – see sample]) |
| <b>INSIDE</b> - Opened flat                   | 15.25" by 8.5"   |
| Folded as a Booklet and saddle stitched       | 7.75" by 8.5"  |
| Soft folded (to fit into distribution holder) | 4.00" by 8.5"  |

## Pages

The Transit Guide will have approximately a total of 80 pages, plus cover. The total number of pages in any printing may vary by up to 8 pages, depending on future service reductions or expansions.

## Bindery & Packaging

Book will be saddle stitched with two staples on the 8.5" side, and the booklet is to be trimmed flush. Guides are to be packed in boxes of 100 each. The boxes are to be clearly marked on the sides as to their contents (quantity, date—for example, "Summer 2012" and "Transit Guides").

## Stock

|                  |   |
|------------------|---|
| <b>COVER:</b>    | Eighty (80) pound book matte finish white, or approved equivalent.                        |
| <b>INTERNAL:</b> | First eight pages   |
|                  | (& last eight pages): Forty (40) pound Starbrite opaque                                   |
|                  | Remaining pages: Thirty-four (34) pound Electrobrite<br>(24 x 26 basis weight), 68 bright |

The Printer may suggest alternates, but must provide a sample of the proposed alternate. The primary desirable properties of the paper for this job are whiteness, thinness, durability, and opacity. Coated stocks may be acceptable alternates for consideration.

## **Printing**

The printing involves both multi-color work and one-color work as follows:

**COVER:** Full-bleed and printed with four (4) color process

**INTERNAL:** Pages 1–8 and 73-80: Contain several four-color process pages  
Remaining pages: Contain timetables and other typography  
which are printed in one color (black)

## **Artwork/Film**

The District will provide cover artwork on disk in InDesign with Photoshop and/or Illustrator imports. Internal artwork will be provided on disk in PDF format (from a FrameMaker file) from a PC platform to Contractor. Film or digital proof will be provided by Contractor. Contractor will provide trapping on all color pages except maps. Pages are furnished in reader spreads. Page numbers need to line up.

## **Proofs**

A blue line of the entire stripped-up booklet and color keys or chrome lines of multi-color elements are to be supplied to the District for approval prior to the press run.

## **Press Check**

A District Representative may perform press checks as deemed appropriate by mutual agreement between the District Representative and the Printer.

**BID FORM**

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

**CONTRACT NO. 2012-MD-2**

***PRINTING OF GOLDEN GATE TRANSIT SYSTEM TIMETABLES AND GUIDES***

**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.

**THE BID BELOW INCLUDES ALL APPLICABLE MATERIALS, TAXES, DELIVERY, OVERHEAD, PROFIT, LABOR, INSURANCE, AND ALL OTHER COSTS NECESSARY FOR FURNISHING OF ALL MATERIALS AND THE PERFORMANCES OF ALL OF THE SERVICES CALLED FOR UNDER THE CONTRACT.**

**CONTRACT NO. 2012-MD-2**

***PRINTING OF GOLDEN GATE TRANSIT SYSTEM TIMETABLES AND GUIDES***

| <b>ITEM</b> | <b>DESCRIPTION</b>                                   | <b>QUANTITY</b> | <b>PRINTING PRICE</b> | <b>EXTENDED PRICE PER YEAR</b> |
|-------------|--|-----------------|-----------------------|--------------------------------|
| 1. a.       | Golden Gate Transit Timetables<br>- Route 35/36      | 5,000           | \$ _____ x 4          | \$ _____                       |
| b.          | Reprint of Timetables<br>- Route 35/36               | 2,000           | \$ _____ x 4          | \$ _____                       |
| 2. a.       | Golden Gate Transit Timetables<br>- Route 40/42      | 12,000          | \$ _____ x 4          | \$ _____                       |
| b.          | Reprint of Timetables<br>- Route 40/42               | 4,000           | \$ _____ x 4          | \$ _____                       |
| 3. a.       | Golden Gate Transit Timetables<br>- Hwy 101 Corridor | 16,000          | \$ _____ x 4          | \$ _____                       |
| b.          | Reprint of Timetables<br>- Hwy 101 Corridor          | 4,000           | \$ _____ x 4          | \$ _____                       |
| 4. a.       | Golden Gate Transit Guides<br>(80-Page Booklet)      | 70,000          | \$ _____ x 4          | \$ _____                       |
| b.          | Reprint of Guides                                    | 10,000          | \$ _____ x 4          | \$ _____                       |

| ITEM       | DESCRIPTION   | PRINTING<br>PRICE             | EXTENDED<br>PRICE<br>PER YEAR |
|------------|---|-------------------------------|-------------------------------|
| 5.         | Subtotal<br>(Add Line Nos. 1a, b; 2a, b; 3a, b;<br>and 4a, b)             | \$ _____ x 4                  | \$ _____                      |
| 6.         | California Sales Tax 8.5%<br>(Apply to Line No. 5 of extended price)      |                               | \$ _____                      |
| 7.         | Subtotal<br>(Add Line Nos. 5 & 6)   |                               | \$ _____                      |
|            |   | <b><u>HOURLY<br/>RATE</u></b> |                               |
| 8. a.      | Author's Corrections for Transit Guides,<br>if applicable                 | \$ _____ x 32 hrs.            | \$ _____                      |
|            | b. Author's Corrections for Timetables,<br>if applicable                  | \$ _____ x 32 hrs.            | \$ _____                      |
| 9.         | Delivery per Order  | \$ _____ x 4                  | \$ _____                      |
| <b>10.</b> | <b>Grand Total Bid Price for One Year</b><br>(Add Line Nos. 7, 8a, b & 9) |                               | <b>\$ _____</b>               |

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**The Bid Form must be signed on the next page (Bid Form page 3) 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.**  
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Name Under Which Business is Conducted: \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

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

**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 of \_\_\_\_\_

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

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

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

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

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

**ATTACHMENTS:**

- \_\_\_\_\_ Bidder's Statement of Experience and Qualifications as required in Special Provision 1.11
- \_\_\_\_\_ Prime Contractor and Subcontractor/Subconsultant/Supplier Report
- \_\_\_\_\_ Description of Selection Process of Subcontractors/Subconsultants/Suppliers
- \_\_\_\_\_ Copies of DBE Certifications, if applicable
- \_\_\_\_\_ Acknowledgment of Addenda, if any

**BIDDER'S STATEMENT OF EXPERIENCE AND QUALIFICATIONS**

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

**BIDDER'S STATEMENT OF EXPERIENCE AND QUALIFICATIONS**

Name of Bidder \_\_\_\_\_

Address of Principal Office \_\_\_\_\_

1. Are you an individual \_\_, a partnership \_\_, a corporation \_\_ or a joint venture \_\_?  
(Check as applicable.)

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of venturers and if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venture.

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

2. How many years has your organization been in the business of providing printing services under your present business name? \_\_\_\_\_
3. Experience and award(s) of your press personnel.

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**Continued**

4. Describe the printing equipment your company or proposed subcontractor owns (or leases) and operates. (Please see Special Provision 2.8.)

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5. In what other lines of business are you financially interested?

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6. Name the persons with whom you have been associated in business as partners or business associates in each of the last five years.

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**Continued**

7. Give information below about the experience of the principal individuals of your present organization including those individuals to be in responsible charge of this project.

| Individual's Name | Present Position Or Office | Years of Experience | Type of Work | In What Capacity |
|-------------------|----------------------------|---------------------|--------------|------------------|
|-------------------|----------------------------|---------------------|--------------|------------------|

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8. Give information below about all your contract work under way, or for which you are committed.

| Type of Work | Location | Value | Scheduled Completion Date | For Whom Performed |
|--------------|----------|-------|---------------------------|--------------------|
|--------------|----------|-------|---------------------------|--------------------|

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9. References (list at least five):

| Name | Address | Business |
|------|---------|----------|
|------|---------|----------|

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**Continued**

10. Reference is hereby made to the following bank(s) as to the financial responsibility of the Bidder:

(a) Name of Bank: \_\_\_\_\_

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

City and State: \_\_\_\_\_

Telephone: \_\_\_\_\_

Officer Familiar with Bidder's Account: \_\_\_\_\_

(b) Name of Bank: \_\_\_\_\_

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

City and State: \_\_\_\_\_

Telephone: \_\_\_\_\_

Officer Familiar with Bidder's Account: \_\_\_\_\_

(c) Name of Bank: \_\_\_\_\_

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

City and State: \_\_\_\_\_

Telephone: \_\_\_\_\_

Officer Familiar with Bidder's Account: \_\_\_\_\_

11. Is any litigation pending against your organization?

If so, give details. \_\_\_\_\_

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**Continued**

12. List each subcontractor your company proposes to subcontract with for any portion of the work specified in this Contract.

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The undersigned Bidder represents and warrants that the foregoing information is true and accurate to the best of his knowledge and the undersigned intends that the Golden Gate Bridge, Highway and Transportation District rely thereof in awarding the attached contract.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_

**PRIME CONTRACTOR AND SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER REPORT**

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

Bidder's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Owner or Contact Person: \_\_\_\_\_

Contract # and Name: \_\_\_\_\_  
 Is your firm a Disadvantaged Business Enterprise: Yes \_\_\_\_\_ No \_\_\_\_\_  
 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<br>Firm Name/Address/Contact Information | Contractor's<br>License No.<br>(if applicable) | DBE<br>(Yes*/No) | Portion of Work or<br>Type of Materials/Supplies | Dollar Amount<br>of Work/<br>Materials/Supplies | Bid/Quote<br>Accepted<br>(Yes**/No) | DBE<br>Amount*** |
|---|--|------------------|--|---|-------------------------------------|------------------|
| 1   | Name:  |                  |  |   |                                     |                  |
|   | Address:                                       |                  |  |   |                                     |                  |
|   | Contact Person:                                |                  |  |   |                                     |                  |
|   | Phone & Fax:                                   |                  |  |   |                                     |                  |
| 2   | Name:  |                  |  |   |                                     |                  |
|   | Address:                                       |                  |  |   |                                     |                  |
|   | Contact Person:                                |                  |  |   |                                     |                  |
|   | Phone & Fax:                                   |                  |  |   |                                     |                  |
| 3   | Name:  |                  |  |   |                                     |                  |
|   | Address:                                       |                  |  |   |                                     |                  |
|   | Contact Person:                                |                  |  |   |                                     |                  |
|   | Phone & Fax:                                   |                  |  |   |                                     |                  |
| 4   | Name:  |                  |  |   |                                     |                  |
|   | Address:                                       |                  |  |   |                                     |                  |
|   | Contact Person:                                |                  |  |   |                                     |                  |
|   | Phone & Fax:                                   |                  |  |   |                                     |                  |

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

| Subcontractor/Subconsultant/Supplier<br>Firm Name/Address/Contact Information |                 | Contractor's<br>License No.<br>(if applicable) | DBE<br>(Yes*/No) | Portion of Work or<br>Type of Materials/Supplies | Dollar Amount<br>of Work/<br>Materials/Supplies | Bid/Quote<br>Accepted<br>(Yes**/No) | DBE<br>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**

## **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.

**Continued**

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.

**Continued**

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.

---

Signature of Owner or Authorized Representative

---

Title

---

Date

**ACKNOWLEDGMENT OF ADDENDA**

**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 \_\_\_\_\_, 2012, 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-2**  
***PRINTING OF GOLDEN GATE TRANSIT SYSTEM TIMETABLES AND GUIDES***

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

2. **TERM OF CONTRACT**

The Contract shall commence on the date the District issues a Notice to Proceed and shall continue for a one (1) year period, unless sooner terminated pursuant to Special Provision 3.3. The District shall have the option to extend the Contract for four (4) one (1)-year periods at the same terms and conditions that applied during the initial term. Should the District elect to exercise said option, the Contractor will be notified in writing thirty (30) days prior to the commencement of the option period.

3. **CONTRACT PRICE**

The Contractor shall faithfully perform each and every item required of it in this Contract for the total estimated sum of \_\_\_\_\_ (\$\_\_\_\_\_), which includes any and all applicable taxes, delivery, overhead, profit, labor, insurance and all other costs necessary for the furnishing of all materials and the performance of all the services called for under the Contract. Payments to the Contractor shall be made at the time and in the manner provided in the Bid Specifications.

The Contractor may be allowed to increase its Contract Price during the option term in the manner specified in the Special Provision 2.3.

4. **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) Prime Contractor and Subcontractor/Subconsultant/Supplier Report
- (h) Description of the Selection Process of Subcontractors/Subconsultants/Suppliers
- (i) Copies of DBE Certificates, if applicable
- (j) Addenda, if any

5. **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.

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

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

**ATTEST:**

\_\_\_\_\_  
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

**ATTEST:**

\_\_\_\_\_  
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

**ATTEST:**

\_\_\_\_\_  
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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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