

SECTION III – SPECIFICATIONS AND DESCRIPTIONS

3.1. Basic Requirements.

The successful Bidder (Contractor) shall supply recapped tires, tire disposal, dismounting/mounting service and other miscellaneous services for a one-year period, January 1, 2012 through December 31, 2012. Tires shall be designed and manufactured specifically for city transit buses. In addition, GCT has spare tires, wheels, and accessories pertaining to its buses which shall be maintained and inventoried by the Contractor. GCT's location is 301 East Third St., Oxnard, CA 93030. All material and labor provided by the Contractor shall meet all applicable State and Federal requirements at all times.

3.2. Minimum Standards.

Tires provided by the Contractor shall meet the requirements of city transit buses and shall be free of manufacturing defects (workmanship and material) for the useful life of the tire tread. Tires that do not meet or exceed these criteria shall be rejected by GCT at GCT's discretion.

3.3. Aluminum Wheels.

All rims used in GCT service are cast aluminum. When mounting or dismounting tires, the contractor shall exercise care to prevent damage or scratching. The contractor shall place a scrap of carpet or a pad under the wheel to prevent damage when mounting or dismounting tires.

Aluminum wheels shall be cleaned on both sides with biodegradable soap and pressured washed each time they are mounted or repaired. No dust or road grime shall be visible on any wheel mounted for service.

Aluminum wheels shall be dressed for rim flange wear in accordance with the Alcoa Wheel Service Manual which can be found at Alcoa's website (www.alcoa.com). The Contractor shall notify GCT's Director of Fleet and Facilities or his authorized representative when wheels are no longer suitable for service as determined by use of a rim gauge, Alcoa part number 000700 or equal. All rims determined to be non-useable shall be returned to GCT.

3.4. Recap Tires.

All tires, including those provided separately by GCT, shall be recapped using standard conventional highway tread design suitable for application on transit fleet vehicles. Specifically, recaps shall be manufactured by the pre-cure or cold-cure method with tread design features similar to Goodyear Rib 20, Goodyear G-159, Bandag BDV or Bandag BRX as of September 2008 and have the following characteristics:

- | | |
|--------------------------|--|
| a. Tread Depth: | 18/32" minimum |
| b. Highway Speed Rating: | 65 mph or suitable written verification for GCT duty |
| c. Tread Type: | Conventional Highway |

- d. Total width of tread surface: Of sufficient width to completely cover the existing tread pattern of the tire being recapped

Since manufacturer's tread designs may change over time and to verify a proposed tread design is suitable for transit bus usage in GCT's service area, a sample tread must be provided with the bid. GCT will determine tread design suitability and its determination is final. The Contractor shall not change the GCT approved tread design it uses during the period of the contract without GCT's written authorization. Changing the tread design without authorization is considered a material breach of the contract and may result in contract termination for default. The above criteria are considered to be a minimum acceptable standard. Alternatives may be offered based on the contractor's knowledge. If alternatives are offered, provide applicable information and pricing as an attachment.

3.5. Mounting and Balancing of GCT Tires.

New and recapped tires for GCT's bus fleet shall be mounted and dismounted by the Contractor at GCT's facility. The exception to this requirement is for new tires requiring spin balance, which may be taken off site by the contractor. Contractor shall provide weights for spin balancing as required. The cost of weights shall be included in the price for spin balanced mounting.

Each mounted recap and new tire shall include a new rubber grommet for the valve stem. Installation of valve stems for recap and new tires shall be at the discretion of the Contractor. New valve stem shall be of a type and brand that is recommended by the tire manufacturer. The cost of grommets and valve stems is included in the price for dismounting/mounting service.

3.6. Stock Level of Spare Tires.

A basic stock level of 35 - 305 70R 22.5 recapped tires and 25 - 305 70R 22.5 new tires shall be maintained at all times. This includes both mounted and un-mounted tires. The Contractor shall notify GCT's Director of Fleet and Facilities or Maintenance Supervisor in writing (e-mail is sufficient), when the inventory of recap tires drops below 10 or the inventory of new tires drops below 8 tires. The contractor shall also notify GCT when the inventory of new un-mounted steer tires drops below 6 tires.

Contractor is responsible for ensuring that there are sufficient recap tire casings available for the above inventory levels. The contractor shall notify GCT within one working day in writing (e-mail sufficient) when the number of serviceable tire casings drops below the quantity necessary to maintain the above inventory level.

Contractor shall inventory tire quantity at least twice weekly; (Monday and Thursday), to verify that a sufficient quantity of recap and new tires are available for use.

3.7. Tire Storage.

The Contractor shall be responsible for placing recapped mounted tires on the GCT tire storage rack and organizing them so mounted tires are readily available for removal by GCT

employees. Only un-mounted tires will go on the top tier of the two tier tire rack. No mounted tires are to be left in front of the rack on the pavement. If the tire rack is full, contact the Maintenance Supervisor or Maintenance Material Specialist for direction.

3.8. Tire Branding.

The Contractor is responsible for branding all tires, both recap and new prior to mounting. Any tires which do not have a GCT brand number will not be mounted. GCT will provide Contractor with information on a numbering sequence for tires and will supply a tire brander with rotating numbers for use by Contractor. GCT will keep a tire log of brand numbers available to the contractor for their use when mounting un-branded tires. The contractor shall enter tire type (recap or new), date of installation and employee's initial.

3.9. Repairs to Casings.

Make necessary repairs to casings to be recapped. Repairs will be billed at the Contractor's existing price list prices for the types of repairs being performed. A price list is to be submitted. Such prices charged to GCT shall be no more than those charged to the Contractor's most favored customer for the same service.

3.10. Disposition and Disposal of Recap Tire Casings.

Contractor shall keep an inventory log of tire casings which are out for recap and shall be able to produce this log to GCT within one working day from the date requested by GCT. This log shall include the quantity, brand number and location of any tire casing owned by GCT which is currently off GCT property.

The contractor shall notify GCT in writing when a tire casing is no longer serviceable within ten days of removing tire from GCT's premises. Information of rejected casing shall include the tire brand number and reason rejected. At GCT's discretion, any rejected tire casing may be inspected by the Director of Fleet and Facilities or his designee. All recap and junk tire casings shall be disposed of in accordance with applicable environmental regulations in effect during the life of this contract.

3.11. Emergency Road Service.

Requirements for road service are as follows:

- a. The Contractor shall provide emergency road service seven days a week during GCT operating hours.
- b. The contractor must arrive at the service location within 1 hour of being notified by GCT.
- c. Contractor shall notify GCT within 15 minutes of receipt of call as to whether or not they can respond to the road service request and give GCT an estimate of the time required to effect repairs.

- d. If the contractor fails to respond to emergency request for service, GCT shall obtain service from another vendor and charge the contractor any difference in price. .

3.12. Delivery.

The Contractor shall meet the following requirements applicable to delivery of recapped tires and services:

- a. Provide tire dismounting and mounting services during the period from 7:00 AM to 5:00 PM, Monday through Friday, except holidays. Schedule and perform such services a minimum of once each week. Work standards and safety of Contractor's employees shall be to the satisfaction of GCT's Director of Fleet and Facilities or Maintenance Supervisor at all times.
- b. Contractor shall deliver recap tires of sufficient quantity to maintain minimum stock levels. The Contractor's failure to meet this requirement may be cause for GCT to obtain tires from another source. If substitute recapped tires are purchased, the Contractor shall promptly reimburse GCT for any excess costs occasioned by such purchase minus the tire casing charge.
- c. A receipt of all tires and rims removed from the property for balancing or recapping will be provided to GCT prior to removal. All tires must be branded with GCT's unique number system prior to leaving the facility unless they are deemed scrap due to damage or wear in service.
- d. Provide a packing list with each tire delivery to include the date, type of tire delivered, quantity and GCT's unique brand number. Each packing list will have a unique number assigned to it to facilitate processing of invoices.
- e. Provide a "Customer Manifest Receipt (CMR)" with each tire pick up to include date, tire size, quantity, GCT's unique brand number, Hauler Name and Telephone Number, Hauler Tire Program ID, Facility Tire Program ID and Site Suffix. Each CMR will have a unique number assigned and be attached to the Contractor's workorder number to facility processing of invoices. Each CMR must be reviewed and initialed by an authorized GCT representative prior to removal of casings.

3.12. Additional Requirements.

All vendor employees while working at GCT will be required to wear a high visibility safety vest. Contractor shall supply the vest.

Speed limit in the yard is 5MPH.

Vendor employees who fail to comply with these provisions will not be allowed work on GCT's premises.

3.13. Estimated Annual Requirements.

Subject to the paragraphs in Section IV entitled "Indefinite Quantity Contract" and "Minimum and Maximum Amount to Be Ordered," quantity estimates are indicated below and on the Bid Form, Attachment 1 hereto.

a. Recapped tires as follows:

1).305 70R 22.5 Quantity 500 tires

2). The estimated quantity of new tires to be dismantled/mounted with cleaned wheels and including spin balancing for the contract period is 100 tires.

3). The estimated quantity of recapped tires or new tires to be dismantled/mounted with cleaned wheels and excluding spin balancing for the contract period is 500 tires.

b. Tire disposal fee. The estimated quantity for the contract period is 150 tires.

c. Miscellaneous services other than tire dismantling/mounting (e.g. emergency road service for tire issues). The estimated hours for the contract period are as follows:

1). 5 hours if work is performed between the hours of 7:00 AM and 5:00 PM Monday through Friday, not including holidays.

2). 15 hours if work is performed during other than the hours in paragraph 3.14d1) above.

d. Wheel dressing to repair rim flange wear as needed in accordance with the manufacturer's guidelines: 200

3.14. Quarterly Reports.

For each quarter ending in July, October, January and April the Contractor shall furnish GCT a report by the 15th day of the following month which indicates the following contract activity during the quarter:

a. Recapped tires as follows:

1). On Goodyear Metro Miler or Michelin XZU2 casings

b. Tires dismantled/mounted

1). New tires which are spin balanced.

2). Recapped tires which are not spin balanced

c. Tires disposed with branding information

d. Hours of miscellaneous service

1). Performed during hours between 7:00 AM and 5:00 PM Monday through Friday, excluding holidays.

2). Performed at times other than stated in paragraph 13.14 d1) above.

e. Number of aluminum wheels dressed.

3.15. Inspection of Recap Facility.

GCT reserves the right to visit the successful vendor's recap facility at any time during the term of the contract to monitor contract performance.

SECTION IV - SPECIAL PROVISIONS**4.1. Invoice Submission.**

Based on services performed, Contractor may submit invoices as frequently as once a month. They should be submitted to the attention of Accounts Payable, Gold Coast Transit, 301 E. Third St., Oxnard, CA 93030.

4.2. Minimum and Maximum Amount To Be Ordered.

Based on the final award value for the base year, GCT agrees to order at least 50%, but not more than 100% more, of that amount.

4.3. Indefinite Quantity Contract.

While the quantities shown on the attached Bid Form are GCT's best estimate of what will be needed, actual quantities will be determined by the specification requirements and will likely be different from those listed on the Bid Form.

4.4. Safety and Health.

The Contractor shall assure that its employees and subcontractors comply with standards of safety as prescribed in:

- a. CAC Title 8 (CAL/OSHA);
- b. Code of Federal Regulation (FED/OSHA), Title 29, Part 1901 and 1926, as appropriate;
- c. Appropriate trade association safety standards;
- d. Appropriate equipment manufacturer instruction;
- e. Title 26, California Code Regulation (CCAL/EPA);
- f. In case published standards conflict, the standards providing the highest degree of protection shall prevail;
- g. The Contractor shall provide material safety data sheets (MSDS) for each product as per California General Industry Safety Order Section 5194.

4.5. Drug and Alcohol Testing.

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California or Gold Coast Transit, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655

and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before February 15th and to submit the Management Information System (MIS) reports before February 15th to Alex Zaretsky, Human Resources Manager, Gold Coast Transit, 301 East Third St, Oxnard, CA 93030. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

4.6. Federal Privacy Act Requirements.

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- b. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

4.7. Current Contract Pricing.

The following price information pertaining to the GCT contract now in use and applicable to items in this IFB is provided (note some quantities have changed):

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price (\$)</u>
Recapped Tires 305 70R 22.5	400	EA	116.00
Dismount/mount with spin balance	100	EA	30.00
Dismount/mount without spin balance	450	EA	16.00
Tire Disposal Fee	150	EA	5.00
Miscellaneous Services, 7AM to 5PM Mon-Fri	5	HR	50.00
Miscellaneous Services, Other than 7AM to 5PM Mon-Fri	15	HR	50.00
Aluminum Wheel Dressing	200	EA	2.00

4.8. Cargo Preference - Use of United States-Flag Vessels.

The contractor agrees:

- a. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

- b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- c. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

4.9. Insurance.

The Contractor shall at its own cost and expense, procure and maintain during the term of this agreement the following insurance:

- a. Commercial Automobile Liability and Physical Damage with a \$1,000,000 Combined Single Limit.
- b. Commercial General Liability Insurance for Personal Injury and Property Damage. Coverage to be extended with the following endorsements to the policy for a liability limit of not less than \$1,000,000 per occurrence / \$2,000,000 in aggregate:
 - 1). Operations - Premises Liability
 - 2). Independent Contractors Liability - Broad Form
 - 3). Contractual Liability covering the Contractor's obligations herein
 - 4). Personal Injury Liability extending to claims arising from employees of the Contractor
 - 5). Completed Operations and Products Liability.
- c. Workers' Compensation Insurance Coverage will be with limits as established and required by the State of California.

For further guidance see Appendix B to the solicitation or contract in which this provision is included and which is entitled "**Instructions and Information to Comply with Insurance Requirements.**"

The Contractor shall, within ten (10) days of notice of award of the contract, provide GCT with Certificates of Insurance to include the coverage in subparagraphs a, b and c above. The certificates for coverage in subparagraphs a and b shall make provision for cross liability and contain the following language:

- "Gold Coast Transit (GCT) is an additional insured."
- "The liability assumed by Contractor under the provisions of the Hold Harmless and Indemnity clause contained in the contract is covered by the terms of this policy."

- "The policy will not be cancelled or materially changed without thirty (30) days prior written notice to GCT."
- "The Contractor's policy is primary and non-contributory over any other insurance carried by GCT."

4.10. Workers' Compensation.

Section 3700 of the California Labor Code requires the securing of compensation by all non-state employers. By submission of its Bid, the Offeror attests to understanding the Code requirement and shall comply with it.

4.11. Hold Harmless and Indemnity.

Contractor shall indemnify, defend and hold harmless GCT, its officers, directors, employees and agents from and against any and all claims (including Attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of Contractor, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

SECTION V – FORMS, CERTIFICATIONS AND INFORMATION FROM BIDDER

5.1. General Guidance.

Unless otherwise stated in the below paragraphs, completed forms, certifications, information and documents indicated in this section must be provided as part of a bid. Failure to do so may result in rejection of the bid.

5.2. Forms, Certifications and Information.

The below forms, certifications and information requirements are to be included in the bid. Unless otherwise stated, they should be completed, signed and **originals**.

- a. Bid Form. See Attachment 1.
- b. Information to Be Provided by Bidder. See Attachment 2.
- c. Affidavit of Non-Collusion. See Attachment 3.
- d. Sample Tread. Submit a sample section or piece of retread prepared using the Contractor's specified method of production and sufficient in length to show the actual tread design applicable to recaps that will be supplied. See Section 3.4.
- e. Contractor's price list for tire casing repairs.
- f. DBE certificate (if applicable)