



GOLDEN GATE BRIDGE
HIGHWAY & TRANSPORTATION DISTRICT

CONTRACT No. 2011-FT-13

for

*RADAR SYSTEM AND INSTALLATION SERVICES
FOR THE M.S. SONOMA FERRY*

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

CONTRACT NO. 2011-FT-13
RADAR SYSTEM AND INSTALLATION SERVICES
FOR THE M.S. SONOMA FERRY

TABLE OF CONTENTS

Notice Inviting Bids N-1

General Conditions and Instructions for Bidders

1. Definition of Terms GC-1

2. Explanations and Clarifications GC-1

3. Form of Bid and Signature GC-2

4. Bid Form GC-2

5. Unauthorized Conditions GC-2

6. Submission of Bid GC-2

7. Withdrawal of Bid GC-2

8. Canvass of Bid GC-3

9. Award of Contract GC-3

10. Rejection of Bids GC-3

11. Taxes GC-3

12. Additional Taxes GC-3

13. Delivery GC-4

14. Alternative Bid GC-4

15. Bidder’s Security GC-4

16. Statement of Experience and Qualifications GC-5

17. Waiver GC-5

18. Non-Collusion Certification GC-5

19. Penalty for Collusion GC-5

20. Interest of District Personnel GC-5

21. Representation Before the District GC-5

22. Time for Execution of Contract and Filing Bond GC-6

23. Documents Deemed Part of the Contract GC-6

24. Governing Law; Compliance with Laws GC-6

25. Rights and Remedies of the District GC-6

26. Manner of Execution of Contract GC-6

27. Faithful Performance Bond GC-6

28. Effect of Extensions of Time GC-7

29. Changes by the Contractor GC-7

30. Changes by the District GC-7

31. Contractor’s Liability GC-7

32. Approval by the General Manager GC-8

33. Defective or Damaged Work GC-8

34. Damages GC-8

35. Failure to Complete Contract-Effect.....	GC-8
36. Payments	GC-8
37. Liquidated Damages	GC-8
38. Infringement of Patents	GC-9
39. Assignment	GC-9
40. Warranty of Title.....	GC-9
41. Warranty of Fitness	GC-9
42. Or Approved Equal Clause	GC-9
43. Antitrust Claims	GC-10
44. Environmental and Safety and Health Standards Compliance	GC-10
45. Equal Employment Opportunity	GC-10
46. Diversity Program for Contracts	GC-10
47. Bid Protest Procedures	GC-11

Special Provisions

Coordination of General Conditions and Instructions for Bidders, Special Provisions, and Technical Specifications	SP-1
Section 1: Bid Requirements and Conditions	SP-1
1.1 Bid Invited	SP-1
1.2 Schedule of Activities.....	SP-1
1.3 Bid Form.....	SP-1
1.4 Examination of Contract Documents and Site of Work.....	SP-2
1.5 Documents to Accompany Bid.....	SP-2
1.6 Approved Equals and Qualified Products	SP-2
1.7 Request for Approved Equals.....	SP-3
1.8 Single-Bid Response.....	SP-3
1.9 Bidder's Bond.....	SP-3
1.10 Faithful Performance Bond	SP-3
Section 2: Award of Contract	SP-3
2.1 Award of Contract.....	SP-3
Section 3: Contract Performance	SP-4
3.1 General	SP-4
3.2 Acceptance and Payment	SP-4
3.3 Liquidated Damages	SP-4
3.4 Time of Performance	SP-4
3.5 Vessel Availability.....	SP-4
3.6 Warranty	SP-5
3.7 Termination	SP-6
Section 4: Insurance	SP-6
4.1 Insurance Requirements.....	SP-6

TECHNICAL SPECIFICATIONS..... TS
BID FORMBF
ACKNOWLEDGMENT OF ADDENDA.....AA
SAMPLE CERTIFICATE OF INSURANCE.....CI
SAMPLE CONTRACTSC



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, June 7, 2011, 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. 2011-FT-13 **RADAR SYSTEM AND INSTALLATION SERVICES FOR THE M.S. SONOMA FERRY**

The District seeks bids for a new radar system and installation services for the M.S. Sonoma Ferry. Bids shall be submitted on the District's "Bid Form" and enclosed in a sealed envelope marked, "**CONTRACT NO. 2011-FT-13, RADAR SYSTEM AND INSTALLATION SERVICES FOR THE M.S. SONOMA FERRY**" and plainly endorsed with Bidder's name and address.

Bids must be accompanied by a deposit either in the form of a certified or cashier's check, irrevocable standby letter of credit or Bidder's Bond, as described in the documents, which shall be applied to damages sustained by the District in the event that the successful Bidder fails or refuses to enter into a contract awarded to it by the District.

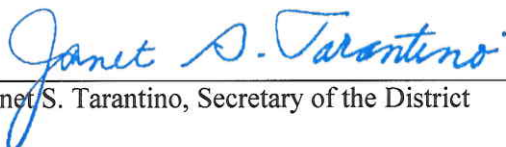
The District hereby notifies all Bidders that it is the policy of the District to ensure nondiscrimination on the basis of race, color, national origin, or sex in the award and administration of contracts. Bidders are strongly encouraged to obtain Disadvantaged Business Enterprise (DBE) participation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

Request for approved equals, modification, or clarification of any requirement must be submitted in writing on **Friday, May 27, 2011, by 4:00 p.m., Pacific Standard Time**.

Bids will be examined and reported to the General Manager within ninety (90) 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 ninety (90) 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. To download the documents, go to the District's web site home page at <http://www.goldengate.org>, click on Contract Opportunities, scroll down to Ferry Division and look for Contract No. 2011-FT-13. 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 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 or for additional information, please contact 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



Janet S. Tarantino, Secretary of the District

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

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

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

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

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

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

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

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

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

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

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

2. **Explanations and Clarifications.**

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

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

delivery, such addendum will become a part of the Contract Documents, and binding on all bidders whether or not actual notices of such addenda are shown.

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

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

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

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

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

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

16. **Statement of Experience and Qualifications.** Upon request, the bidder may be required to prove to the District's satisfaction that it has the skill and experience and that it has the necessary facilities and ample financial resources to perform the contract in a satisfactory manner and within the required time.

17. **Waiver.** The bidder shall represent and warrant that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Specifications; that bidder has checked its bid for errors and omissions; that the prices stated in its bid are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Contract Documents.

The bidder waives any claim for the return of its bid deposit if, on account of errors or omissions claimed to have been made by it in its bid, or for any other reason, it should refuse or fail to execute the contract.

18. **Non-Collusion Certification.** By submitting a bid, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.

19. **Penalty for Collusion.** If at any time it shall be found that the person, firm, or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be null and void and the Contractor and its bondsmen shall be liable to the District for all loss or damage which the District may suffer thereby and the District may advertise for a new contract for said labor, supplies, materials, or equipment.

20. **Interest of District Personnel.** By submitting a bid, the bidder represents and warrants that neither the General Manager, nor any director, officer, or employee of the District is in any manner interested directly or indirectly in the bid or in the contract which may be made under it, or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title 1 (commencing with Sec. 1090) of the Government Code of the State of California.

21. **Representation Before the District.** No person previously in the position of director, officer, employee or agent of the District may act as an agent or attorney for, or otherwise represent, Contractor by making any formal or informal appearance, or any oral or written communication, before the District, or any officer or employee of the District, for a period of twelve (12) months after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance,

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

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

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

23. **Documents Deemed Part of the Contract.** The Notice Inviting Sealed Bids, General Conditions and Instructions for Bidders, Special Provisions, Technical Specifications, Bid Form, and Addenda, if any, and the Agreement will be deemed a part of the contract.

24. **Governing Law; Compliance with Laws.** The contract hereunder shall be governed by the laws of the State of California. The Contractor must comply with all local, state, and federal laws, rules, and regulations applicable to this contract and to the work to be done hereunder, including all rules and regulations of the District.

25. **Rights and Remedies of the District.** The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

26. **Manner of Execution of Contract.** If the Contractor is an individual, the contract shall be executed by the Contractor personally. If the Contractor is a co-partnership, it is desirable that the contract be executed by all of the partners, but it may be executed by one of them. If the Contractor is a corporation, it must be executed by two (2) officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. If the contract is executed by a person other than an officer or by only one officer, there must be attached to the contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Contractor is a joint venture, the contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so.

27. **Faithful Performance Bond.** Upon execution of the contract, the Contractor shall furnish a bond to guarantee the faithful performance of the contract. The amount of the bond shall be stated in the Special Provisions. The bond shall be with a California-admitted corporate surety or with two (2) or more sufficient sureties to be approved by the District. As an

alternative to furnishing a bond, the Contractor may guarantee faithful performance of the contract by depositing with the District a certified check or cashier's check from a solvent bank for the prescribed amount.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

42. **Or Approved Equal Clause.** In order to establish a basis of quality, certain materials, processes and type of machinery and equipment, or kinds of materials may be specified on the plans or herein, either by description of process, or by designating a manufacturer by name, or by referring to a brand of product designation, or by specifying a kind of material. It is not the intent of these Specifications to exclude other processes, equipment, or materials of equal value, utility, or merit, which are approved by the District.

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

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

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

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

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

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

It is the policy of the District to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to the District's construction, procurement, and professional services activities. To this end, the District has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Contractor will cooperate with the District in meeting these commitments and objectives. The District reserves the right to require the Contractor to provide additional DBE information.

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

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

By submitting a bid, a bidder is deemed to have made the foregoing assurance and to be bound by its terms.

For DBE questions or assistance, contact Gail Jackson, DBE Program Administrator, at (415) 257-4581.

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

Protests based upon the District staff's recommendation for award of the contract shall be submitted in writing to the Secretary of the District within forty-eight (48) hours of receipt of notice from the District advising of staff's recommendation to award the contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

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

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

SPECIAL PROVISIONS

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

CONTRACT NO. 2011-FT-13 RADAR SYSTEM AND INSTALLATION SERVICES FOR THE M.S. SONOMA FERRY

SPECIAL PROVISIONS

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

SECTION 1. BID REQUIREMENTS AND CONDITIONS

- 1.1 **Bid Invited.** The Golden Gate Bridge, Highway and Transportation District (District) invites bids for a Contract to furnish Radar System and Installation Services for the M.S. Sonoma Ferry, in full accordance with these specifications.
- 1.2 **Schedule of Activities.** Listed below is the “Schedule of Activities” which outlines pertinent dates of which Bidders should make themselves aware.

DATE	ACTIVITY
Friday, May 27, 2011 @ 4:00 p.m.	Written requests for approved equals/modifications/clarifications are due.
Wednesday, June 1, 2011	District will respond to requests for approved equals (Postmarked).
Tuesday, June 7, 2011 @ 2:00 p.m.	Bid Opening. Golden Gate Bridge, Highway and Transportation District Administration Building Golden Gate Bridge Toll Plaza San Francisco, CA 94129-0601

- 1.3 **Bid Form.** Bids shall be submitted on the District’s “Bid Form” attached hereto, enclosed in a sealed envelope marked “**CONTRACT NO. 2011-FT-13, RADAR SYSTEM AND INSTALLATION SERVICES FOR THE M.S. SONOMA FERRY,**” and plainly endorsed with the Bidder’s name and address. Bids must be received by the Secretary of the District, Golden Gate Bridge, Highway and Transportation District, at its mailing address P.O. Box 9000, Presidio Station, San Francisco, CA 94129-0601, or by courier or personal delivery to the Administration Building, Golden Gate Bridge Toll Plaza, San Francisco, CA 94129 by

Tuesday, June 7, 2011, at 2:00 Pacific Standard Time, at which time they will be publicly opened and read in the Board Room of said building.

The Total Bid Price shall include all labor, equipment, materials, applicable taxes, delivery charges, training, warranties, insurance, license fees, bonds, and all other costs necessary for the furnishing of Rader System and Installation Services for the M.S. Sonoma Ferry.

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

1.4 Examination of Contract Documents and Site of Work. The Bidder shall have examined carefully the Contract Documents and the vessels. **The M.S. Sonoma will be made available prior to bid opening for inspection of the pilot house where the equipment will be installed on both vessels. Bidders are to schedule the inspection in advance with Greg Hansard, Marine Superintendent, at (415) 925-5543.** The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and scope of work to be performed, the quantities of materials to be furnished and the requirements of the Contract Documents.

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

1. Bid Form
2. A Bidder's Bond, certified check or cashier's check or an irrevocable standby letter of credit required by Special Provision 1.9, in an amount of at least ten percent (10%) of the Total Bid Price
3. Insurance Certificate, pursuant to Special Provision 3.1.C.
4. Acknowledgement of Addenda, if any.
5. Copies of DBE Certification, if Bidder is a certified Disadvantaged Business Enterprise.

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

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process by trade name, make, or catalog number shall be

regarded as establishing a standard of quality and shall not be construed as limiting competition; and a Bidder may, at its option, use any equipment, material, article or process which, in the judgment of the District, is equal to that designated.

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

1.7 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 **Friday, May 27, 2011, at 4:00, Pacific Standard Time.** Any requests of approved equals must be fully supported with samples, technical data, test results, or other pertinent information as evidence that the substitute offered is essentially equal or better than that specified in the Contract Documents. The District shall make a determination on each Bidder's request under this procedure in writing. The written determination shall be mailed or otherwise furnished to the Bidder by **Wednesday, June 1, 2011.** Failure of the District to respond within the time limit shall be deemed to be a denial of request. In the event that a request for an approved equal, modification, or clarification is granted, an addendum detailing the approved equal, modification, or clarification will be mailed or otherwise furnished to all potential Bidders who received bid packets.

1.8 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 radar and installation 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.

1.9 Bidder's Bond. The Bidder's Bond as described in Paragraph 15 of the General Conditions shall apply to this Contract.

1.10 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) calendar days after the date of bid opening to the lowest responsible Bidder based on the Total Bid

Price. 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 responsive and responsible Bidder shall be determined by comparing and evaluating the Total Bid Price as set forth in the Bid Form. The District reserves the right to reject any and all bids or to waive any irregularities in any bid or in the bidding procedure.

SECTION 3. CONTRACT PERFORMANCE

3.1 General. The Contractor shall perform all work and undertake all services detailed in the Contract Documents in accordance with the specified requirements, terms and conditions.

3.2 Acceptance and Payment. Following delivery of the Radar System and Installation Services for the M.S. Sonoma Ferry, the District shall undertake a thirty (30)-calendar-day period for inspection and testing of the complete units. The District will notify the Contractor in writing within said thirty (30) calendar days as to whether the Radar System has been accepted.

If the District determines that the Radar System and Installation Services for the M.S. Sonoma Ferry or their component parts are not in conformity with the specification requirements, or that there are defects or deficiencies in the materials and equipment, the District may reject the goods, or may notify the Contractor of such deficiencies or nonconformity in writing within the aforementioned thirty (30)-day period. The Contractor shall immediately correct or remedy any and all deficiencies or defects noted by the District at no cost to the District. The Contractor shall complete the necessary corrections within fifteen (15) days of the District's notification of deficiencies or nonconformity. At such time as the Contractor has made all necessary corrections to the satisfaction of the District, the District shall issue the Contractor a written notice of final acceptance. In the event the Contractor fails to remedy the deficiencies, the District shall have the right to reject the equipment and terminate the Contract for breach as provided below in Special Provision Section 3.7, Termination. Alternatively, the District may cause the repair to be made by its own or other forces, whereupon the cost of the repair 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 units within thirty (30) days of the date of final acceptance of the units by the District.

3.3 Liquidated Damages. Notwithstanding Paragraph 37 of the General Conditions and Instructions for Bidders, Liquidated Damages shall not be assessed for this Contract.

3.4 Time of Performance. The Radar System and Installation Services on the M.S. Sonoma Ferry shall be delivered to the District within twenty (20) days after the date of issuance of a notice to proceed.

3.5 Vessel Availability. The M.S. Sonoma will be available dockside at the Golden Gate Ferry, Larkspur Ferry Terminal during normal business hours.

3.6 Warranty. All work, including all installation work or repairs, is guaranteed by the Contractor against failure, damage, defect, or non-compliance with the Contract of any kind for a period of one (1) year from the date of District's final acceptance. If the Contractor fails to proceed promptly with any repairs as directed by the District, such corrections and repairs shall be effected at the Contractor's expense at such time as the District may determine. The District may deduct the cost of such repairs from any amount owed to the Contractor or require the Contractor to reimburse such costs to the District.

In addition to the above, the Contractor shall furnish the District with its standard manufacturers' warranties on defects in workmanship and material applicable to the Radar. The standard warranties for the Furuno Radar components shall cover one hundred percent (100%) parts for no less than two years and labor on-site for no less than one (1) year.

All warranties shall commence upon final acceptance of the Radar System. All components of the units as delivered to the District are to be the latest, most current model available. No used, obsolete, or unwarranted models will be accepted. All necessary repairs, renewals, changes, adjustments, or modifications in the complete units due to defective materials or workmanship occurring within the manufacturer's standard warranty period shall immediately be corrected by the Contractor at its expense and with a minimum of inconvenience to the District.

If at any time during the warranty period the District determines that the equipment or its component parts fail to satisfy the requirements of these specifications, the District shall notify the Contractor and the Contractor shall promptly repair or replace the equipment or its component parts and a new twelve (12)-month (or two years in the case of Furuno Radar components) warranty shall commence for the replaced or repaired component upon the date the District accepts said replaced or repaired component. The District's notice to the Contractor to repair, replace or restore any defects or damage pursuant to this warranty shall be timely if given not later than ten days subsequent to the expiration of the warranty period provided. The Contractor shall assume all costs and expenses associated with such repair or replacement work, including any and all costs for shipment and for any and all costs incurred to arrange consultants to evaluate the defect and or damage and to advise on the proper repair.

If the Contractor shall fail to repair, replace or restore such defects or damage within five (5) working days after receiving such notice, the District shall have the right to have the work done by others and the Contractor shall be liable to pay on demand by the District. The District's records setting forth the fair and reasonable cost of repairing, replacing or restoring any damage or defects when performed by one other than the Contractor shall be binding and conclusive as to the amount owed by the Contractor.

If damages or defects arise during the operation of a vessel on the San Francisco Bay and the District determines that any repair or replacement needs to be accomplished on an emergency basis due to operational requirements of the District, the District shall arrange to have such

repair or replacement done as speedily as practicable. In either case, the Contractor shall reimburse the District for the reasonable costs of such repair or replacement.

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

- 3.7 Termination.** The District may terminate the Contract for convenience for any reason at any time by giving the Contractor fifteen (15) days' notice thereof. Notice of termination shall be by Certified Mail. Upon termination for the convenience of the District, the District shall pay the Contractor the allowable costs incurred to the date of termination and those costs deemed reasonably necessary by the District to effect the termination. In the event that the Contractor breaches the terms or violates the conditions of this Contract and does not correct such breaches or violations within ten (10) days following notice thereof from the District, the District may immediately terminate the Contract and shall pay the Contractor only for work performed in full conformance with the specifications to the date of termination, less any costs incurred by the District to 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 terms or violation of the conditions in this Contract.

SECTION 4. INSURANCE

4.1 Insurance Requirements

A. Types of Insurance

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

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

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

in effect throughout the term of this Contract and will be at the sole cost and expense of Contractor (or its Subcontractor(s)).

1. Commercial General Liability Insurance

The Contractor shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least One Million Dollars (\$1,000,000) each occurrence. This insurance shall include but not be limited to premises and operations, contractual liability covering the indemnity provisions contained in this Contract, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement.

Said Policy shall protect Contractor and District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

2. Business Automobile Liability

Contractor shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least Two Million Dollars (\$2,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

3. Workers' Compensation and Employers' Liability Insurance

If Contractor employs any person to perform work in connection with this Contract, Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance, ***including Longshoreman's and Harbor Workers Act Insurance***, in conformance with the laws of the State of California, and Federal laws where applicable. Employers' Liability Insurance shall not be less than Five Million Dollars (\$5,000,000) for each accident and Five Million Dollars (\$5,000,000) for each disease, with a policy limit of Five Million Dollars (\$5,000,000).

The policy shall contain a waiver of subrogation in favor of the Golden Gate Bridge, Highway and Transportation District and its officers, directors, employees, volunteers, and agents, while acting in such capacity, and their

successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

4. Ship Repairer's Legal Liability

The Contractor will at its own expense procure, and thereafter maintain, Ship Repairer's Legal Liability insurance coverage to insure the Contractor against its liability as a ship repairer in the amount of One Million Dollars (\$1,000,000).

B. General Insurance Requirements

1. Acceptable Insurance

All policies will be issued by insurers acceptable to the District. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of A- and with minimum policyholder surplus of Fifty Million Dollars (\$50,000,000) or a company acceptable to District in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. Workers' Compensation coverage requirements may be met with the California State Compensation Fund.

2. Procure and Maintain Insurance

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

3. Terms of Policies

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

C. **Evidence of Insurance and Endorsements**

Prior to commencing of work or entering onto the District's property, Contractor shall file a Certificate of Insurance with the District evidencing the foregoing coverages, including the following endorsements:

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

D. **Consequence of Lapse**

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

TECHNICAL SPECIFICATIONS

GOLDEN GATE BRIDGE HIGHWAY AND TRANSPORTATION DISTRICT

CONTRACT NO. 2011-FT-13 RADAR SYSTEM AND INSTALLATION SERVICES FOR THE M.S. SONOMA FERRY

TECHNICAL SPECIFICATIONS

NEW EQUIPMENT: The Contractor shall supply the following NEW equipment;

1. Furuno# FAR2117, Furuno X-Band IMO ARPA Radar System, 12 kw Transmitter, 96 NM Range
2. Furuno# MU201CR, High resolution 21" Color LCD Display
3. Furuno# RPU013, Processor Unit 12 kW
4. Furuno# RCU014, Keyboard Control Unit with Trackball & 10m Cable
5. Furuno# 000-147-372, 30 meter Signal Cable Assembly
6. Furuno# RSB096-078, 24 RPM Antenna Gearbox with Integral Transceiver
7. Furuno# 008-535-560, Display Desktop Mounting Bracket
8. Furuno# XN20AF/6.5, Antenna, 6' Open Array
9. All cabling and harnessing required to complete the installation

LABOR:

Removal: The Contractor shall remove the Port/Midships radar unit in its entirety. This shall include but is not limited to the display, any associated black boxes, the array and all cabling that will be replaced as part of the new radar installation. Care shall be taken during the removal phase not to damage any of the surrounding wiring, equipment or vessel structure. The Contractor shall be responsible for the proper disposal of all removed items. The disposal shall conform to all state and local laws that are applicable to the disposal of each individual item.

Installation: The Contractor shall install the specified radar in the place of the old unit that was removed. The Contractor shall be responsible for the physical installation of the new hardware. The arrangement of the new hardware shall be approved by the District prior to installing. All fabrication, welding, brackets, wireways, penetrations, foundations and other work required to install the radar set are the sole responsibility of the Contractor. The installation shall be professional in all regards. All visible hardware shall be aligned in a manner pre-approved by the District, all sharp edges shall be removed from any new cuts or exposed material edges as part of the installation.

All cabling shall be bundled and affixed to the vessel's wire ways. No cabling shall be run outside of the vessel's wire ways. All wire ways shall be banded upon completion of installation with 316 stainless steel banding materials with the appropriate rubber channel chaffing gear. Any and all weather tight, water tight or fire rated transits or stuffing tubes opened as part of this installation shall be resealed in the manner the manufacturer of the transit or stuffing tube recommends. If no discernable manufacturer can be found for the transit the Contractor shall use the RISE system for re-sealing. Non-Furuno supplied cabling shall be marine grade shipboard low smoke cable IEEE-45 approved. No cabling shall be installed where chaffing or risk of mechanical damage is possible.

All possible chaffing points shall be protected by the Contractor by the installation of extra chaffing gear in the subject area.

All hardware used as part of this installation shall be 316 stainless steel. All exterior hardware shall be installed using TEF-Gel corrosion inhibiting compound from Ultra Safety Systems.

The new radar unit shall be interfaced with the vessel's existing GPS and AIS units. The Contractor shall provide an as built drawing of the wiring of the new radar set including all power, signal and interfacing wires. The drawing shall show all cables, wires with matching wire color, name and termination point. All cables and wires installed shall be labeled to match the as built drawing. Furuno provided cables between the array and the processor and from the processor to the display need not be detailed on the as built drawings if details are covered in Furuno drawings. The Contractor shall prove the installation is 100% complete and the radar unit is 100% functional dockside and underway.

BID FORM

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

**CONTRACT NO. 2011-FT-13
RADAR SYSTEM AND INSTALLATION SERVICES
FOR THE M.S. SONOMA FERRY**

BID FORM

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

Pursuant to the Notice Inviting Bids, the undersigned Bidder herewith submits a Bid on the bidding form or forms attached hereto and made a part hereof, and binds itself on award by the Golden Gate Bridge, Highway and Transportation District under this Bid to execute a Contract in accordance with its Bid, the Bid Documents, and the award. The attached Notice Inviting Bids, General Conditions and Instructions for Bidders, Special Conditions, Technical Specifications, and Addenda, if any, are made a part of this Bid and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

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

***RADAR SYSTEM AND INSTALLATION SERVICES
FOR THE M.S. SONOMA FERRY
OR APPROVED EQUAL
CONTRACT NO. 2011-FT-13***

- | | |
|---|-----------------|
| A. Furuno FAR2117, X-Band IMO ARPA Radar System and Associated equipment per the Technical Specifications | \$ _____ |
| B. Tax (9.0%) | \$ _____ |
| C. Fabrication and Installation | \$ _____ |
| D. Delivery Charges | \$ _____ |
| E. TOTAL BID PRICE (add lines a through d) | \$ _____ |

The Bid Form must be signed on the next page (Bid Form page 2) 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.

Name Under Which Business is Conducted: _____

Business Address: _____

City/State/Zip: _____

Telephone Number: _____ Facsimile Number: _____

E-Mail Address: _____

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

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

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

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

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

Corporate Name: _____

By: _____ Title: _____

*By: _____ Title: _____

Incorporated under the laws of the State 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:

- _____ Technical Specifications and Data Sheet for the model requested or approved by the District
- _____ Certificate of Insurance in accordance with Special Provision 4.1 C
- _____ Copy of DBE Certification, if applicable
- _____ Acknowledgment of Addenda, if any

ACKNOWLEDGMENT OF ADDENDA

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

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Date: _____

Firm: _____

Signature: _____

Print Name: _____

Title: _____

SAMPLE CONTRACT

SAMPLE CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ 2010, by and between 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 the labor, materials, equipment, taxes, delivery charges, insurance, warranties and all other costs necessary and required to complete the work more particularly described in the plans and specifications approved by the District entitled:

**CONTRACT NO. 2011-FT-13
RADAR SYSTEM AND INSTALLATION SERVICES
FOR THE M.S. SONOMA FERRY**

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

The Contractor shall perform ALL work listed on the Bid Form.

The District has the right to inspect the ongoing installation process on a daily basis, if necessary and there will be a final inspection by a District representative.

2. **Time of Performance.** After the Contract has been executed by the District, the Contractor shall begin work upon issuance of the Notice to Proceed, and shall diligently prosecute all of the work under this Contract in all parts and requirements to completion before the expiration of **TWENTY (20) CALENDAR DAYS** from the date of the notice to proceed.
3. **Contract Price.** The Contractor shall faithfully perform each and every item required of it in this Contract for the sum of _____ Dollars (\$ _____), which includes all applicable charges, including freight and delivery charges, insurance and all other costs necessary for the furnishing of all material and the performance of all the services called for under the Contract. Payments to Contractor shall be made at the time and in the manner provided in the Contract.
4. **Term of Contract.** The term of this Contract shall commence upon District's issuance of a Notice to Proceed, and shall continue in force until Contractor has completed all work under this Contract, which period shall be not less than twelve months following District's final acceptance of all work..

5. **Component Parts.** This Contract shall consist of the following documents, each of which is on file in the office of the Secretary of the District and all of which are incorporated herein and made a part hereof by reference thereto:
- 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. Copy of DBE Certification, if applicable
 - J. Addenda No. _____ to _____
 - K. Insurance Certificates
6. **Service Notice.** Any notice required or permitted to be given by this Agreement 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 his proposal, and in the case of the District, at P.O. Box 9000, Presidio Station, San Francisco, CA, 94129-0601, or at any other address which either party may subsequently designate in writing to the other party.
7. **Non-Discrimination Assurance – Title VI of the Civil Rights Act.** The Contractor shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The Contractor shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the District deems appropriate.
8. **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of California. Any action relating to, and all disputes arising under, this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the individual listed opposite its name to act as its initial agent for service of process relating to any such action.

SAMPLE CONTRACT

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

FOR THE CONTRACTOR:

Name under which business is conducted: _____

Business Address: _____

Telephone No. _____ Facsimile No. _____

If SOLE OWNER, sign here:

I sign as sole owner of the business named above.

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

Denis Mulligan
General Manager

Janet S. Tarantino
Secretary of the District

APPROVED AS TO FORM:

Attorney for the District

SAMPLE CONTRACT

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

FOR THE CONTRACTOR:

Name under which business is conducted: _____

Business Address: _____

City/State/Zip: _____

Telephone No: _____ Facsimile No: _____

If PARTNERSHIP, sign here:

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

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

Denis Mulligan
General Manager

Janet S. Tarantino
Secretary of the District

APPROVED AS TO FORM:

Attorney for the District

SAMPLE CONTRACT

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

FOR THE CONTRACTOR:

Name under which business is conducted: _____

Business Address: _____

City/State/Zip: _____

Telephone No: _____ Facsimile No: _____

If CORPORATION, execute here:

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

Corporate name: _____

By: _____ Title: _____

*By: _____ Title: _____

Incorporated under the laws of the State of: _____

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

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

Denis Mulligan
General Manager

Janet S. Tarantino
Secretary of the District

APPROVED AS TO FORM:

Attorney for the District

SAMPLE CONTRACT

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

FOR THE CONTRACTOR:

Name under which business is conducted: _____

Business Address: _____

City/State/Zip: _____

Telephone No: _____ Facsimile No: _____

If JOINT VENTURE, Sign Here:

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

Joint Venture Name Composed of: _____

By: _____ Title: _____

By: _____ Title: _____

Incorporated under the laws of the State of: _____

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

Denis Mulligan
General Manager

Janet S. Tarantino
Secretary of the District

APPROVED AS TO FORM:

Attorney for the District