



GOLDEN GATE BRIDGE
HIGHWAY & TRANSPORTATION DISTRICT

CONTRACT No. 2012-BT-1

for

*WIRELESS INTERNET EQUIPMENT
ONBOARD GOLDEN GATE TRANSIT BUSES*

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

CONTRACT NO. 2012-BT-1

WIRELESS INTERNET EQUIPMENT ONBOARD GOLDEN GATE TRANSIT BUSES

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received in the Office of the Secretary of the District, Golden Gate Bridge, Highway and Transportation District (District) either by U.S. Postal Service addressed to its mailing address, P.O. Box 9000, Presidio Station, San Francisco, CA 94129-0601; or by courier or personal delivery to the Administration Building, Golden Gate Bridge Toll Plaza, San Francisco, CA, on **Tuesday, August 9, 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. 2012-BT-1 **WIRELESS INTERNET EQUIPMENT ONBOARD GOLDEN GATE TRANSIT BUSES**

The District seeks bids from qualified firms to provide hardware and related services for wireless internet equipment onboard its buses. Bids shall be submitted on the District's "Bid Form" and enclosed in a sealed envelope marked, "**CONTRACT NO. 2012-BT-1, WIRELESS INTERNET EQUIPMENT ONBOARD GOLDEN GATE TRANSIT BUSES,**" and plainly endorsed with the Bidder's name and address.

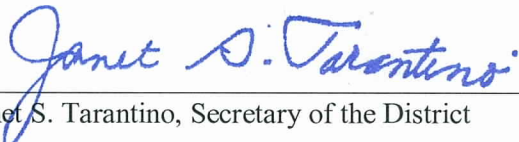
The District hereby notifies all Bidders that it is the policy of the District to ensure nondiscrimination on the basis of race, color, national origin or sex in the award and administration of contracts. Bidders are strongly encouraged to obtain Disadvantaged Business Enterprise (DBE) participation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

Requests for modifications or clarifications of any requirement must be submitted in writing on **Tuesday, July 26, 2011, by 4:30 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 Bus Division and look for 2012-BT-1. For those who wish to download the Bid Documents from the District's web site, your name will not appear on the District's "List of Potential Bidders" unless you notify the Office of the Secretary of the District. The District requests that all potential Bidders who download Bid Documents complete the "List of Potential Bidders" form in Word format, posted with the Bid Documents, and return the form to the Office of the Secretary of the District. Ultimately, it is the responsibility of the Bidder to check the District's web site for any Addenda that may be issued relative to this Bid.

To inspect and obtain the Bid Documents, please contact the Office of the Secretary of the District, Administration Building, Golden Gate Bridge Toll Plaza, San Francisco, CA, 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

Dated at San Francisco, this 19th day of July 2011.

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

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

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

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

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

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

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

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

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

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

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

2. **Explanations and Clarifications.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

CONTRACT NO. 2012-BT-1

WIRELESS INTERNET EQUIPMENT ONBOARD GOLDEN GATE TRANSIT BUSES

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 Wireless Internet Equipment and related services for up to One Hundred and Seventy (170) Golden Gate Transit Buses, in full accordance with these specifications.
- 1.2 Schedule of Activities.** Listed below is the “Schedule of Activities” which outlines pertinent dates of which Bidders should make themselves aware.

DATE	ACTIVITY
Tuesday, July 26, 2011 @ 4:30 p.m.	Written requests for modifications/clarifications are due.
Tuesday, August 2, 2011	District will respond to requests for modifications/clarifications (Postmarked).
Tuesday, August 9, 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, as more fully described below, marked “**CONTRACT NO. 2012-BT-1, WIRELESS INTERNET EQUIPMENT ONBOARD GOLDEN GATE TRANSIT BUSES;**” 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, August 9, 2011, at 2:00 p.m., Pacific Standard Time**, at which time they will be publicly opened and read in the Board Room of said building.

The District requests bids for three Categories of equipment as follows: (1) 3G; (2) 3G upgradeable to 4G; and (3) 4G. The District will select the Category that it considers most favorable to the District's interest. Bidder must provide costs on all items listed for the Category(ies) of Equipment for which it wishes to be considered. Bidders are not required to submit bids for all Categories; rather, bidders may submit bid(s) for one to up three Categories. The District intends to purchase 160 units and reserves the right to purchase 10 additional units within a year from the commencement of the Contract.

Bidders may provide costs on the Optional Features as described on the table of the Bid Form. The Optional Features will not be considered in the determination of the low bid. Costs provided on the Optional Features are for informational purposes only. Please include a fixed price for each Optional Feature that the District may purchase in addition to the equipment awarded pursuant to this Contract. These prices are to remain valid for one year from the date of the notice to proceed.

In order to preserve the impartiality of the competitive bidding process, the identity of all bidders shall remain unknown to the District and to the public until the District has determined which Category shall be the basis for contract award. Below describes the process that will be used to preserve the anonymity of the bidders:

The bids shall be made on the forms provided by the District and shall be enclosed in an outside sealed envelope marked with the bidder's name and address as required in the Notice Inviting Bids. Inside this envelope, the bidder shall place two (2) sealed envelopes marked "ENVELOPE NO. 1" and "ENVELOPE NO. 2," both with NO BIDDER'S NAME OR ADDRESS ON THE ENVELOPES, containing the following:

ENVELOPE NO. 1: This envelope shall contain a completed Summary of Bid form that shows the total bid prices for the three Categories.

The Summary of Bid form shall be submitted by all bidders and will be opened at the designated time for bid opening. **The identity of the bidder shall not be revealed on this form.** The Summary of Bid form shall be used by the District for the purpose of comparing the costs of the three Categories and selecting on a blind basis the Category that will be the basis of contract award, if an award is made.

ENVELOPE NO. 2: This envelope shall contain the Bid Form for all Categories. Each Category's Total Bid Price shall include all labor, equipment, materials, applicable taxes, delivery charges, training, warranties, insurance, license fees, bonds, permits, and all other costs necessary for the furnishing of Wireless Internet Equipment and the performance of all services related to the equipment. The Bid Form must be signed on Bid Form page 4 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 4 may be deemed non-responsive and may result in the rejection of the bid. Bidder must submit the five-page Bid Form properly executed. This envelope shall also include all other required submittals. Please refer to Special Provision 1.5.

At the time of bid opening, only envelopes marked as ENVELOPE NO. 1 will be opened and their contents will be read publicly. **The names of the bidders will not be known and will not be announced.** The District will select the Category that it considers most favorable to the District's interest. Thereafter, the District will open envelopes marked as ENVELOPE NO. 2 to determine the lowest responsible bidder in the selected Category. The District will then notify the bidders of the Category selected and the lowest responsible Bidder in the selected Category. The results with the names of the bidders will be revealed on the District's website at www.goldengate.org.

1.4 Minimum Qualification of Bidders. BIDS SUBMITTED BY BIDDERS THAT DO NOT MEET THE DISTRICT'S MINIMUM QUALIFICATION MAY BE REJECTED AS NON-RESPONSIVE. The Bidder must have the necessary equipment, training, and experience to successfully perform this Contract. Bidders shall be required to demonstrate the required minimum qualification by providing with its bid at least three (3) work references for whom the Bidder has furnished Bus Wi-Fi equipment and training. (FAILURE TO DO SO MAY RESULT IN REJECTION OF BID.) All work references must have knowledge of the Bidder's services and performance of its equipment. All references may be contacted by the District.

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

- (1) Summary of Bid form
- (2) Copies of the applicable warranties for the units to be furnished under this Contract, pursuant to Special Provision 3.5
- (3) Technical Specifications and Data Sheet for the equipment requested
- (4) Work References in accordance with Special Provision 1.4
- (5) Certificate of Insurance in accordance with Special Provision 4.1.C
- (6) Copy of DBE Certification, if applicable
- (7) Acknowledgment of Addenda, if any

1.6 Request for Modifications or Clarifications. A Bidder may submit to the District requests for modifications, or clarifications regarding any requirements, terms, or conditions contained herein. Any such requests must be received by the Secretary of the District in writing by **Tuesday, July 26, 2011, at 4:30 p.m., Pacific Standard Time.** The District shall make a determination on each Bidder's request under this procedure in writing. The written determination shall be mailed or otherwise furnished to the Bidder by **Tuesday, August 2, 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 modification or clarification is granted, an addendum detailing the modification, or clarification will be mailed or otherwise furnished to all potential Bidders who received bid packets.

1.7 Single-Bid Response. In the event of a single-bid response, the District reserves the right to conduct a price and/or cost analysis of the bid to verify that the bid price is fair and reasonable. The Bidder will be expected to cooperate in this process and to submit cost and pricing data to verify that the bid price is fair and reasonable. The right of examination shall extend to all documents necessary to permit adequate evaluation of the

cost of the product(s) and the prices quoted and shall include the computations and projections used by the Bidder.

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

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

1.9 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 ninety (90) calendar days after the date of bid opening to the lowest responsible Bidder in the bid Category chosen by the District as most favorable based on the Total Bid Price for that Category. Each bid as submitted shall remain in effect for ninety (90) calendar days after the date the bids are opened. No Bidder may withdraw its bid during this time period. The lowest responsive and responsible Bidder shall be determined by comparing and evaluating the Total Bid Price in the Category selected by the District as set forth in the Bid Form, which shall consist of the sum of the extended prices for each item. In the event of any discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern. The District reserves the right to reject any and all bids or to waive any irregularities in any bid or in the bidding procedure. The quantity listed is the estimated maximum requirement. While this cumulative amount will be used as the basis for evaluating bids, this amount may not be ordered by the District. The District does not guarantee, either express or implied, to purchase this quantity, but the right is reserved to purchase a lesser quantity. The Contractor shall be bound to the prices on the Bid Form for the duration of the Contract term.

2.2 Term of Contract. The Contract shall be a firm, fixed price Contract for one (1) year, unless terminated sooner. The District intends to purchase 160 units and reserves the right to purchase 10 additional units within a year from the commencement of the Contract.

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

3.3 Time of Performance. All deliveries shall be FOB Destination (prepaid freight) as needed. Deliveries shall be shipped within thirty (30) calendar days after issuance of the

Notice to Proceed. The Contractor shall complete the Train-the-Trainer session within five (5) calendar days after the first delivery of equipment.

3.4 Delivery Location. The units will be delivered F.O.B. to Golden Gate Transit, 1011 Andersen Drive, San Rafael, CA 94901 between the hours of 7:00 a.m. – 3:00 p.m. Monday through Friday.

3.5 Warranty. The Contractor shall furnish the District with its standard warranties on defects in workmanship and material applicable to the goods furnished hereunder for a period of twelve (12) months. The District reserves the right, at its sole discretion, to exercise the option to extend the warranty for an additional twelve (12) month period, at the price proposed by the successful Bidder in its Bid Form. All warranties express or implied, shall commence upon final acceptance of the goods. All items 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 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. The Contractor shall furnish copies of the applicable warranties for the items to be furnished under this Contract with the Bid Documents.

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

3.6 Billing. Invoices shall be rendered in duplicate to the Golden Gate Bridge, Highway & Transportation District, P.O. Box 9000, Presidio Station, San Francisco, CA 94129-0601.

3.7 Payments. In accordance with Paragraph 36 of the General Conditions and Instructions for Bidders, the District shall make payment to the Contractor following the receipt of proper statements or invoices for each item furnished within thirty (30) days of the date of the District's acceptance of the goods.

3.8 Training. The Contractor shall provide a Train-the-Trainer session for District personnel to install the equipment on the five (5) types of District buses in accordance with the Technical Specifications. For more information, refer to Technical Specification Section 2.

3.9 Remote Management, Monitoring and Support. The Contractor shall provide remote management, monitoring and support for a period of twelve (12) months. For more information, refer to Technical Specification Section 11. The District reserves the right, at its sole discretion, to exercise the option to extend this service for an additional twelve (12) month period, at the same price proposed for the initial twelve (12) months in the Bid Form.

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

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

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

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

1) **Commercial General Liability Insurance**

Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least One Million Dollars (\$1,000,000) per occurrence or claim and a general aggregate limit of at least Two Million Dollars (\$2,000,000). Such insurance shall cover all of the Contractor's operations, both at and away from the project site.

- a) This insurance shall include coverage for, but not be limited, to:
- Premises and operations
 - Products and completed operations
 - Contractual liability
 - Personal injury
 - Broad form property damage
- b) Such insurance shall include the following endorsements as further detailed in the *Evidence of Insurance and Endorsements* section below:
- Additional Insured
 - Cross Liability or Severability of Interests Clause
 - Primary and Non-Contributory wording
 - Waiver of Subrogation

Products and completed operations insurance shall be maintained for three (3) years following termination of this Contract.

2) **Business Automobile Liability**

Contractor shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

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

Dollars (\$1,000,000) for each disease, with a policy limit of One Million Dollars (\$1,000,000).

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

B. General Insurance Requirements

1) **Acceptable Insurance**

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

2) **Procure and Maintain Insurance**

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

3) **Terms of Policies**

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

4) **Self-Insurance**

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

5) **Deductibles and Retentions**

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

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

C. Evidence of Insurance and Endorsements

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

- 1) The insurance company(ies) issuing such policy(ies) will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
- 2) That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Contractor is liable for under this Section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the District.
- 3) Such insurance shall include as additional insureds the District, and its respective directors, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
- 4) The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as

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

D. Consequence of Lapse

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

TECHNICAL SPECIFICATIONS

GOLDEN GATE BRIDGE HIGHWAY AND TRANSPORTATION DISTRICT

CONTRACT NO. 2012-BT-1

WIRELESS INTERNET EQUIPMENT ONBOARD GOLDEN GATE TRANSIT BUSES

TECHNICAL SPECIFICATIONS

1. The on-board equipment shall be able to support all major service carriers and at a minimum have the following specifications:
 - a. Integrated, rugged high-speed cellular Wi-Fi access point:
 - (P/N Global Reach MultiMesh Mobile Gateway) or approved equal
 - b. Exterior Spatial Diversity Antenna System consisting of the following:
 - Low Loss NMO to TNC cable (P/N NMOKHFUDTNC) or approved equal
 - Low Loss NMO to SMA-Male cable (P/N NMOKHFUDSMAI) or approved equal
 - (2) Each, 3dB Gain Low Profile Antenna (P/N TRA821/18503)
 - c. Interior Wi-Fi Antenna consisting of 6dBi patch antenna with integrated cable and RF-SMA connector (SIMREX P/N AN.PAN-2400-6dBi-RSMAM-15) or approved equal.
 - d. 10/100 Ethernet port available for on-board bus systems and able to use available bandwidth to support internal District communications.
 - e. Cross platform remote management of equipment via the Internet. This means that the device must be manageable using any modern browser and operating system.
 - f. Upon capture of newly associated user, redirect to outside URL(s) for splash process, including API to cause user connection when splash process is complete, or similar functionality.
 - g. Port restrictions. Either ports to allow or ports to block.
 - h. White list and black list (walled garden) management.
2. The Contractor shall conduct training to install the equipment on the District's buses utilizing a Train-the-Trainer approach to District staff. The Contractor shall provide training on all phases of the wireless service installation work. The Contractor's installation team shall coordinate with District staff the entire development, installation and maintenance of this service. The Contractor shall configure and install equipment on one bus of each type listed in Item No. 4 of the Technical Specifications. This process should be incorporated with a Train-the-Trainer approach so District staff is able to install the equipment on all other buses. All training must be conducted on-site at the District's location. Training shall be provided to approximately five (5) individuals. The

Contractor must provide training material for each trainee. The Contractor shall complete the Train-the-Trainer session within five (5) calendar days after the first delivery of equipment and must complete all training to the District's satisfaction.

3. Equipment and installations for Train-the-Trainer must adhere to the following conditions:
 - a. A tamper-proof, keyed Wi-Fi equipment box shall be installed to house all proposed equipment. The Wi-Fi equipment box shall be secured to the rear most interior overhead luggage bin on the interior of the coach.
 - b. A dedicated DC power and ground cable shall be run from the coach distribution panel to the Wi-Fi equipment box. Power cabling shall be properly labeled and run in appropriate cable trays located in the bus ceiling.
 - c. All antenna cabling in the Wi-Fi equipment box will be terminated.
 - d. Cabling shall be run in a manner that DC Power, Ethernet Cabling, Antenna Cables and Wi-Fi Cables cannot be tampered with. All cables penetrating roof, side walls, etc. shall use grommets or other protective devices to prevent chafing. All exposed cabling shall be wire-wrapped using cable loom.
 - e. The Spatial Diversity Antenna system shall be installed on the rear roof of the bus maintaining a minimum of 18" separation of the two Cellular Antennas.
 - f. In cases where there is a fiberglass roof, a metal plate shall be provided to mount the Diversity Antennas onto. All penetrations to the bus roof shall be fully sealed and weather tight to prevent rain, moisture or dirt to enter into the bus.
 - g. The Wi-Fi Patch Antenna shall be mounted at the rear of the bus facing forward so as to provide Wi-Fi signal penetration. The Wi-Fi Panel shall be provided with 15 feet of low loss cable and RP-SMA connector. Any exposed cabling shall be protected from chafing using grommets and cable loom.
 - h. The Wi-Fi access points shall be programmed and fully functional including naming of the access point as defined by the District. Each access point shall have a unique name or identifier.

4. The Contractor shall be required to modify the installation design on the coach as directed by the District prior to installation of equipment on board the bus fleet. The bus fleet particulars of the buses to be equipped with Wi-Fi are as follows:

Year Placed In Service	Manufacturer	Number of Buses	Bus Number	Seats	Wheelchair positions
1997	MCI (45-foot long)	32	601-632	57	2
1999	MCI (45-foot long)	14	633-646	57	2
2003	MCI (45-foot long)	6	691-696	57	2
2003	Orion	80	1501-1580	41	2
2010	MCI (45-foot long)	21	901-922	57	2

5. The Contractor shall be required to correct any RF interference as a result of equipment installations and shall respond within twenty-four (24) hours of any radio interference. The Contractor shall be required to coordinate the RF design with the District's Advanced Communication and Information System Project Management Office. Wi-Fi provided must not interfere with existing electronics or communications equipment on board the bus fleet.
6. Warranty requirements shall be in accordance with the Special Provisions.
7. The Contractor will comply with the Federal Communications Commission (FCC) regulations regarding broadband connectivity, Homeland Security and monitoring. For more information on the FCC regulations, visit:

http://wireless.fcc.gov/index.htm?job=rules_and_regulations

8. The Contractor shall exercise due care to prevent any damage to District buses and equipment when installing any equipment. In case of any such damage resulting from the Contractor's acts or omissions, the Contractor shall restore, at the Contractor's expense, the damaged property to a condition similar or equal to that existing before such damage was done. If the District must intervene and repair any damage caused by and not repaired by the Contractor, all such repairs will be made at the Contractor's expense.
9. All installation-type work on District buses that requires opening of panels, access to electrical connections and other communication wiring must be done when the bus is not in service.

During the performance of the work, the Contractor shall keep the working area in a neat and safe condition. The Contractor shall make arrangements to dispose of any waste generated by its performance or activities off the District property.

10. Installation shall be achieved without adversely disrupting bus availability based on current bus operating duty cycles.
11. The Contractor shall provide remote management, monitoring and support to provide the District the ability to determine the current status (active/inactive) of the equipment installed and the ability to change the configuration of the units remotely, e.g., change the landing page being delivered by the manufacturer's device. Remote management, monitoring and support requirements shall be in accordance with the Special Provisions.
12. The District may purchase Optional Features in addition to the equipment awarded pursuant to this Contract. Optional Features include:
 - Ability to store web pages on the device, including some graphic content, and serve splash pages from the device. This would require an on-device web server with PHP support.
 - Ability to cause some connected users to be redirected to a proxy.
 - Ability to switch users from proxy to full connection via API.

- Ability to add and remove locally stored content via the usual Internet file transfer protocols (e.g., SCP, FTPS, rsync).
- Significant local storage (HDD or SSD) on device to store ad content to be served to associated users. Assumes web server and file transfer tools on device.

ENVELOPE NO. 1

GOLDEN GATE BRIDGE HIGHWAY AND TRANSPORTATION DISTRICT

CONTRACT NO. 2012-BT-1

WIRELESS INTERNET EQUIPMENT ONBOARD GOLDEN GATE TRANSIT BUSES

SUMMARY OF BID

This Summary of Bid shall be submitted by all bidders and opened at the designated time for bid opening. The identity of the bidder shall not be revealed on this form. This form shall be used by the District for the purpose of comparing the costs of the three Categories and selecting on a blind basis the Category that will be the basis of contract award, if an award is made. In the event of discrepancies in the costs given on this form and the Bid Form prices submitted in ENVELOPE NO. 2, the prices in the Bid Form shall control.

CATEGORY: 3G

TOTAL BID PRICE (SUM OF BID ITEMS 1-7) \$ _____

TOTAL BID PRICE WRITTEN IN WORDS _____

CATEGORY: 3G UPGRADEABLE TO 4G

TOTAL BID PRICE (SUM OF BID ITEMS 1-7) \$ _____

TOTAL BID PRICE WRITTEN IN WORDS _____

CATEGORY: 4G

TOTAL BID PRICE (SUM OF BID ITEMS 1-7) \$ _____

TOTAL BID PRICE WRITTEN IN WORDS _____

BID FORM

ENVELOPE NO. 2

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT

CONTRACT NO. 2012-BT-1

WIRELESS INTERNET EQUIPMENT ONBOARD GOLDEN GATE TRANSIT BUSES

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.

**WIRELESS INTERNET EQUIPMENT ONBOARD GOLDEN GATE TRANSIT BUSES
CONTRACT NO. 2012-BT-1**

Bidders must provide costs on all items listed for the Category(ies) of Equipment for which it wishes to be considered. Bidders may submit bid(s) for one to up three Categories. Bidders may provide costs on the Optional Features.

EQUIPMENT FOR 3G				
ITEM	DESCRIPTION	QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (A) X (B)
1	Bus Wi-Fi Equipment (Includes 12-Month Standard Warranty)	X 170		
2	Sales Tax (8.5%)			
3	Delivery Charges for 160 Units			
4	Delivery Charges for 10 Units			
5	Remote Management, Monitoring and Support for 12 Months	X 170		
6	Installation of Unit in 5 Types of Buses, Including Train-the-Trainer			
7	Optional Additional 12-Month Warranty	X 170		
TOTAL BID PRICE (Add lines 1 through 7)				

EQUIPMENT FOR 3G UPGRADEABLE TO 4G				
ITEM	DESCRIPTION	QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (A) X (B)
1	Bus Wi-Fi Equipment (Includes 12-Month Standard Warranty)	X 170		
2	Sales Tax (8.5%)			
3	Delivery Charges for 160 Units			
4	Delivery Charges for 10 Units			
5	Remote Management, Monitoring and Support for 12 Months	X 170		
6	Installation of Unit in 5 Types of Buses, Including Train-the-Trainer			
7	Optional Additional 12-Month Warranty	X 170		
TOTAL BID PRICE (Add lines 1 through 7)				

EQUIPMENT FOR 4G				
ITEM	DESCRIPTION	QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (A) X (B)
1	Bus Wi-Fi Equipment (Includes 12-Month Standard Warranty)	X 170		
2	Sales Tax (8.5%)			
3	Delivery Charges for 160 Units			
4	Delivery Charges for 10 Units			
5	Remote Management, Monitoring and Support for 12 Months	X 170		
6	Installation of Unit in 5 Types of Buses, Including Train-the-Trainer			
7	Optional Additional 12-Month Warranty	X 170		
TOTAL BID PRICE (Add lines 1 through 7)				

OPTIONAL FEATURES	
DESCRIPTION	ADDITIONAL COST FOR EACH UNIT
Ability to store web pages on the device, including some graphic content, and serve splash pages from the device. This would require an on-device web server with PHP support.	\$
Ability to cause some connected users to be redirected to a proxy.	\$
Ability to switch users from proxy to full connection via API.	\$
Ability to add and remove locally stored content via the usual Internet file transfer protocols (e.g., SCP, FTPS, rsync).	\$
Significant local storage (HDD or SSD) on device to store ad content to be served to associated users. Assumes web server and file transfer tools on device.	\$

OPTIONAL FEATURES FOR INFORMATIONAL PURPOSE ONLY. THE DISTRICT EXPECTS PRICING TO BE VALID FOR ONE YEAR FROM NOTICE TO PROCEED.

The Bid Form must be signed on the next page (Bid Form page 4) 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:

- _____ Summary of Bid form
- _____ Copies of the applicable warranties for the units to be furnished under this Contract, pursuant to Special Provision 3.5
- _____ Technical Specifications and Data Sheet for the equipment requested
- _____ Work References in accordance with Special Provision 1.4
- _____ 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 _____, 2011, by and between the GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT (hereinafter referred to as "District") and _____ (hereinafter referred to as "Contractor").

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

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

**CONTRACT NO. 2012-BT-1
WIRELESS INTERNET EQUIPMENT ONBOARD GOLDEN GATE TRANSIT BUSES**

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

2. **TIME OF PERFORMANCE.** The Contractor shall perform all work as set forth in Special Provision 3.3, pursuant to the Notice to Proceed.
3. **CONTRACT PRICE.** The Contractor shall faithfully perform each and every item of work required of it in this Contract. For the provision of 160 units, the Contractor shall be compensated at the unit prices quoted on the Bid Form for a total not-to-exceed sum of _____ (\$_____), which includes 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 Contract.

During the one year Contract term, the District reserves the right to purchase up to an additional ten units. The Contractor shall be compensated at the unit prices quoted on the Bid Form for a total not-to-exceed sum of _____ (\$_____), which includes all costs necessary for the furnishing of the equipment.

The District reserves the right to extend the warranty and the remote management, monitoring and support for an additional 12-month period at the unit prices quoted on the Bid Form.

The District also reserves the right to purchase any of the Optional Features set forth on the Bid Form. The Contractor shall be compensated at the unit prices quoted for each Optional Feature on the Bid Form; such prices include all costs necessary for the furnishing of the Optional Feature(s).

Payments to the Contractor shall be made at the time and in the manner provided in the Contract Specifications.

4. **TERM OF CONTRACT.** The term of this Contract shall be for a period of one (1) year, unless terminated sooner, in accordance with Special Provisions 2.2 and 3.9.

5. **COMPONENT PARTS.** This Contract shall consist of the following documents, each of which is on file in the Office of the Secretary of the District and all of which are incorporated herein and made a part hereof by reference hereto:
 - (a) This Contract
 - (b) Notice Inviting Bids
 - (c) General Conditions and Instructions for Bidders
 - (d) Special Provisions
 - (e) Technical Specifications
 - (f) Bid Form (as accepted by the District)
 - (g) Copy of DBE Certificate, if applicable
 - (h) Insurance Certificate
 - (i) Applicable Warranties
 - (j) Addendum No. _____, dated _____

6. **SERVICE NOTICE.** Any notice required or permitted to be given under this Contract shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, in the case of the Contractor, at the business address specified in its bid, and in the case of the District, at P.O. Box 9000, Presidio Station, San Francisco, California 94129, or at any other address which either party may subsequently designate in writing to the other party.

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

8. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of California. Any action relating to, and all disputes arising under, this Contract shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the individual listed opposite its name to act as its initial agent for service of process relating to any such action.

SAMPLE CONTRACT

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

FOR THE CONTRACTOR:

Name Under Which Business is Conducted: _____

Business Address: _____

City/State/Zip: _____

Telephone No: _____ Facsimile No: _____

If SOLE OWNER, sign here:

I sign as sole owner of the business named above.

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

Denis Mulligan
General Manager

Janet S. Tarantino
Secretary of the District

APPROVED AS TO FORM:

Attorney for the District

SAMPLE CONTRACT

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

FOR THE CONTRACTOR:

Name Under Which Business is Conducted: _____

Business Address: _____

City/State/Zip: _____

Telephone No: _____ Facsimile No: _____

If PARTNERSHIP, sign here:

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

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

Denis Mulligan
General Manager

Janet S. Tarantino
Secretary of the District

APPROVED AS TO FORM:

Attorney for the District

SAMPLE CONTRACT

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

FOR THE CONTRACTOR:

Name Under Which Business is Conducted: _____

Business Address: _____

City/State/Zip: _____

Telephone No: _____ Facsimile No: _____

If CORPORATION, execute here:

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

Corporate Name: _____

By: _____ Title: _____

*By: _____ Title: _____

Incorporated under the laws of the State of _____

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

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

Denis Mulligan
General Manager

Janet S. Tarantino
Secretary of the District

APPROVED AS TO FORM:

Attorney for the District

SAMPLE CONTRACT

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

FOR THE CONTRACTOR:

Name Under Which Business is Conducted: _____

Business Address: _____

City/State/Zip: _____

Telephone No: _____ Facsimile No: _____

If JOINT VENTURE, sign here:

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

Joint Venture Name Composed of:

By: _____ Title: _____

By: _____ Title: _____

Incorporated under the laws of the State of _____

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

Denis Mulligan
General Manager

Janet S. Tarantino
Secretary of the District

APPROVED AS TO FORM:

Attorney for the District